

Return to:

Willmott, Connor and Clow, P.A.
1800 Sand Beach Road
North Palm Beach, Florida 33408

This Instrument Prepared By:

Ellen G. Willmott, Esq.
Willmott, Connor and Clow, P.A.
1800 Sand Beach Road
North Palm Beach, Florida 33408
Telephone: 561-624-4060

File No. **11-1023**

THIS MORTGAGE DEED

Executed the **31st** day of **May, 2011** by:

Howard A. Franklin and Melanie F. R. Franklin, husband and wife

hereinafter called the mortgagors, to

**Thomas D. Moulton, a single man, and Joanna S. Harrison, a single woman, joint tenants and
Jerald S. Lawson, V and Margaret R. Lawson, husband and wife**

hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation; and the term "note" includes all the notes herein described if more than one).

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagors hereby grant, bargain, sell, alien, remise, convey and confirm unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Palm Beach County, Florida, viz:

**Lot 167, Block 25, of MONTGOMERY ACRES, according to the Plat thereof, as recorded in
Plat Book 24, Page 78, of the Public Records of Palm Beach County, Tennessee.**

As a PMM, handles unlimited numbers Borrowers and Sellers

Can also be used as a Lender Mortgage

Phrase ", including the Note" only appears when you select the option to print the Note

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee in fee simple.

AND the mortgagors covenant with the mortgagee that the mortgagors are indefeasibly seized of said land in fee simple; that the mortgagors have good right and lawful authority to convey said land as aforesaid; that the mortgagors will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

PROVIDED ALWAYS that if said mortgagors shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified to wit:

Printing of the Note is an option you may select at merge time

DATE: May 31st, 2011

NOTE

North Palm Beach, Florida

AMOUNT: **\$240,000.00**

FOR VALUE RECEIVED the undersigned promises to pay to the order of:

Thomas D. Moulton, a single man, and Joanna S. Harrison, a single woman, joint tenants and Jerald S. Lawson, V and Margaret R. Lawson, husband and wife

the principal sum of **Two Hundred Forty Thousand and 00/100 (\$240,000.00) Dollars.**

together with interest thereon at the rate of **3.75%** (Three and 75/100 percent) per annum from DATE OF EXECUTION HEREOF until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable in installments as follows:

Payable in **360** equal consecutive monthly installments of principal and interest in the amount of **\$833.61** each, the first of which shall be due and payable one month from the date hereof together with a like installment due on the same date each and every month thereafter until **June 1st, 2041**, when the entire unpaid remaining balance together with accrued interest thereon shall be due and payable. There shall be no pre-payment penalty. **STATE OF FLORIDA DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE SECURING THIS NOTE.**

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness. The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of **3.75%** (Three and 75/100 percent) per annum from maturity until paid. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

Payable at: **211123 Farnsworth Highway, Mobile, AL 36693** or such other place as shall be designated by the holder of this note in writing.

Borrowers shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagors hereby further covenant and agree to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than **\$240,000.00** in a company or companies acceptable to the mortgagee policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagors for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagors to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagors fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

IF any sum of money herein referred to be not promptly paid within THIRTY days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any or the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, the said mortgagors have hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

(TWO WITNESSES REQUIRED)

Witness Signature

Howard A. Franklin

Witness Signature

Melanie F. R. Franklin

STATE OF FLORIDA)

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this **31st** day of **May, 2011**, by **Howard A. Franklin and Melanie F. R. Franklin** who are personally known to me or have produced _____ as identification and did (did not) take an oath.

Notary Public

SEAL

Printed Notary Name

Phrase ", including the Note" only appears when you select the option to print the Note



It is your choice whether to print the Note along with the Mortgage, or not

DATE: May 31st, 2011

↓
NOTE

North Palm Beach, Florida

AMOUNT: **\$240,000.00**

FOR VALUE RECEIVED the undersigned promises to pay to the order of:

**Thomas D. Moulton, a single man, and Joanna S. Harrison, a single woman, joint tenants and
Jerald S. Lawson, V and Margaret R. Lawson, husband and wife**

the principal sum of **Two Hundred Forty Thousand and 00/100 (\$240,000.00) DOLLARS**

together with interest thereon at the rate of **3.75%** (Three and 75/100 percent) per annum from DATE OF EXECUTION HEREOF until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable in installments as follows:

Payable in **360** equal consecutive monthly installments of principal and interest in the amount of **\$833.61** each, the first of which shall be due and payable one month from the date hereof together with a like installment due on the same date each and every month thereafter until **June 1st, 2041**, when the entire unpaid remaining balance together with accrued interest thereon shall be due and payable. There shall be no pre-payment penalty. **STATE OF FLORIDA DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE SECURING THIS NOTE.**

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness. The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of **3.75%** (Three and 75/100 percent) per annum from maturity until paid. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

Payable at: **211123 Farnsworth Highway, Mobile, AL 36693** or such other place as shall be designated by the holder of this note in writing.

Maker's Address

**17 Sampson Street
Palm Beach Gardens, FL 33419**

Howard A. Franklin

Melanie F. R. Franklin