Getting around
Show: Traffic · Bicycling · Terrain
Directions
Mc Griff St NE
Gary Smith Ford
Kiwi Pl NE
Gipson Pl NE
Tires Plus
Eglin Pkwy NE
Buck Dr NE
Northwest Florida Daily News
Fusion Bistro
Islamic Da Awa Center of Fwb
Hollywood Blvd NE
Advance Auto Parts
Emerald Coast Association of Realtors
Stress Busters Massage Therapy
Waterfront Rescue Mission Bargain Center
Dodge's
Beavers Inc & Southeast
Chester Pruitt Recreation Center
Family Dollar
Gina's 99 Cent Store
Bass Ave SW
Shell Ave SE
Park Dr SE
Jefferson Ave SE
Tupelo Ave SE
Chestnut Ave SE
Fast Cash Check Advance
4th St
4th St SE
Coastal Bank and Trust
Beal Pkwy SW
Allord Ct
Carson Dr SE
Windham Ave SE
Tropical Smoothie Cafe
Starcade Billiards
Hanger Clinic & Prosthetic S
Chatelaine Cir SE
3rd St SW
3rd St SE
Cardtronics ATM
Google
3rd St SE
Map data ©2015 Google
200 ft

Instr # 2945523 BK: 3160 PG:895,Page 1 of 3
Recorded 08/15/2014 at 03:52 PM,
RECORDING: $15.00 RECORDING ARTICLE V: $12.00

MTG DOCSTAMPS: $1487.50
INTANGIBLE TAX PD $850.00
DEPUTY CLERK CWEAVER
DON W. HOWARD CLERK OF COURTS OKALOOSA COUNTY, FL

COPY

Prepared by and return to:
Conerly, Bowman & Dykes, L.L.P.
4481 Legendary Drive, Suite 200
Destin, Florida 32541
850.837.5118
File Number: 10.0160
Will Call No.:

[Space Above This Line For Recording Data]

MORTGAGE

This Indenture, Made this **6th** day of **August, 2014** by and between **Gregg Chapel African Methodist Episcopal Church, Inc., a Florida Non-Profit Corporation**, whose address is **34 Carson Drive SE, Fort Walton Beach, FL 32548**, hereinafter called the Mortgagor, and **City of Fort Walton Beach, Florida, a Municipal Corporation** whose address is **107 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548**, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

For Value Received the undersigned jointly and severally promise(s) to pay to the order to **City of Fort Walton Beach** the principle sum of **$425,000.00 (Four hundred twenty five thousand dollars and no/100)** together with interest thereon from date at the rate of **0% (zero percent)** per annum until maturity, said principle and interest being payable monthly on the 1st day of every month in lawful money of the United States beginning on the 1st day of **October, 2014,** in monthly installments of **$1,500.00** for the **first 12 months** and will change effective the 1st day of **October, 2015,** to which the payment will change to **$3,000.00** and continuing thereafter until said principal and interest have been paid in full

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in **Okaloosa County, Florida**, to-wit:

Parcel 1:
Lot 5, Block 2, Brooks Addition, according to the plat thereof recorded in Plat Book 1 at page 99 of the Public Records of Okaloosa County, Florida.
Parcel ID: 132S24027000020050

Parcel 2:
Lot 6, Block 2, Brooks Addition, according to plat on file in Plat Book 1, Page 99, in the office of Clerk of Circuit Court, Okaloosa County, Florida.
Parcel ID: 132S24027000020060

Parcel 3:
Lot 7, Block 2, Brooks Addition, as recorded in Plat Book 1, at page 99 of the Public Records of Okaloosa County, Florida.
Parcel ID: 132S24027000020070

Parcel 4:
Lot 8, Block 2, Brooks Addition according to the plat thereof recorded in Plat Book 1 at Page 99 of the Public Records of Okaloosa County, Florida.
Parcel ID: 132S24027000020080

Initials: _____
DoubleTime®

Parcel 5:
Lots 9 and 13, Block 2, Brooks Addition, according to plat on file in Plat Book 1, Page 99, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.
Parcel ID: 132S24027000020090

Parcel 6:
Lot 10, Block 2, Brooks Addition, according to plat on file in Plat Book 1, Page 99, records of Okaloosa County, Florida.
Parcel ID: 132S24027000020100

Parcel 7:
Lot 11, Block 2, Brooks Addition, according to plat on file in Plat Book 1, Page 99 of the Public Records of Okaloosa County, Florida.
Parcel ID: 132S24027000020110

Parcel 8:
The East 80 feet of Lot 12, Block 2, Brooks Addition, according to plat on file in Plat Book 1, Page 99, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.
Parcel ID: 132S24027000020120

Parcel 9:
The West 70 feet of Lot 12, Block 2, Brooks Addition, according to plat thereof on file in Plat Book 1, at page 99, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.
Parcel ID: 132S2402700002012A

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.

2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.

4. To permit no other lien or mortgage to be placed ahead of this mortgage.

Initials _____
DoubleTime®

5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.

6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.

7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

8. Mortgagee agrees the terms of this Mortgage shall not be changed unless agreed upon in writing by both parties.

This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at **Okaloosa County, Florida** on the date written above.

Signed, sealed and delivered in the presence of:

Jannie V. Smith
Witness Name: Jannie V. Smith

Mattie L. Brown
Witness Name: Mattie L. Brown

(Seal)
Cecil Williams, Pastor
As Authorized Representative for:
Gregg Chapel African Methodist Episcopal Church, Inc.

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this 6th day of August, 2014 by Cecil Williams, who [ ] is personally known or [X] have produced a driver's license as identification.

[Notary Seal]

HEATHER LEWIS
Notary Public - State of Florida
My Comm. Expires Oct 1, 2016
Commission # EE 839682

Heather Lewis
Notary Public

Printed Name: Heather Lewis

My Commission Expires: 10/01/2016

DoubleTime®