

RESOLUTION NO. 88-188
RESOLUTION OF THE BOARD OF COUNTY

COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, Edgar L. Cooksey and Shirley Ann Cooksey, his wife, as owners, have tendered a Warranty Deed, dated this 7 day of July, 1988 to the Board of County Commissioners of St. Johns County, Florida conveying to the County the lands described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above described Warranty Deed is hereby accepted by the Board of County Commissioners of St. Johns County, Florida.

Section 2. The Clerk is instructed to file the Title Search and to record the Deed in the official records of St. Johns County at county expense.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 12th day of July, 1988.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Lawrence A. Hartley
It's Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: Spencer McDonald
Deputy Clerk

This instrument was prepared by:
Stuart Craig
Contracting Agent
ST. JOHNS COUNTY
Post Office Drawer 349
St. Augustine, Florida 32085

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 7 day of July 1988, **Between**
EDGAR L. COOKSEY and SHIRLEY ANN COOKSEY, his wife
of the County of St. Johns, State of Florida, grantor, and
ST. JOHNS COUNTY, a political subdivision of the State of Florida
whose post office address is c/o Clerk of Courts, St. Johns County Courthouse
St. Augustine, Florida 32084
of the County of St. Johns, State of Florida, grantee,

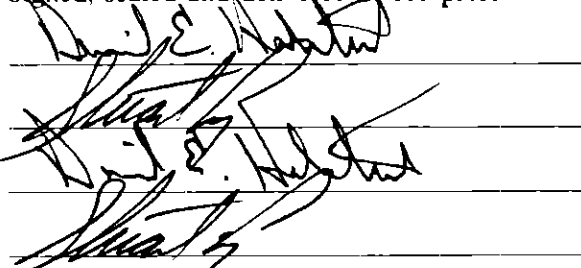
Witnesseth, That said grantor, for and in consideration of the sum of Ten -----
----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land, situate, lying and being in St. Johns County, Florida, to-wit:

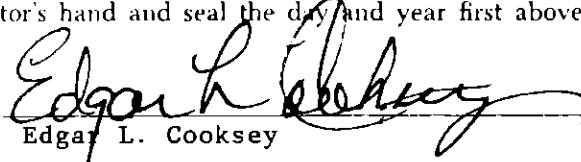
THE NORTH 40 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF
SECTION 33, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

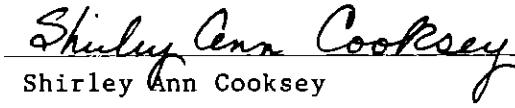
and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:



 (Seal)
Edgar L. Cooksey

 (Seal)
Shirley Ann Cooksey
_____ (Seal)

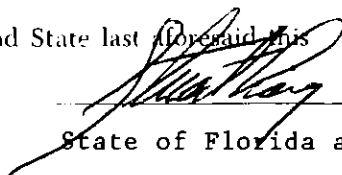
STATE OF Florida
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared Edgar L. Cooksey and Shirley Ann Cooksey, his wife

to me known to be the person described in and who executed the foregoing instrument and acknowledged before
me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of July,
1988.

My commission expires:



State of Florida at Large Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Mar. 12, 1991

MORTGAGE DEED -- SECURITY AGREEMENT

THIS MORTGAGE DEED -- SECURITY AGREEMENT (hereinafter called "Mortgage"), executed this 10th day of May, 1971, by EDGAR L. COOKSEY and SHIRLEY ANN COOKSEY, nis wife, to St. Johns County, Florida, Mortgagors-Debtors, hereinafter called "Mortgagors" to WILLIAM L. COOKSEY and JESSIE S. COOKSEY, his wife, of St. Johns County, Florida, Mortgagee--Secured Party, hereinafter called "Mortgagees", which terms shall include the heirs, legal representatives and assigns of the said Mortgagees wherever the context so requires or admits,

WITNESSES: That for divers good and valuable considerations, and also in consideration of the sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagors do hereby grant, bargain, sell, alien, remise, release, convey, transfer and confirm unto the said Mortgagees, their heirs, legal representatives and assigns, that certain piece, parcel or tract of land of which the said Mortgagors are now seized and possessed and in actual possession, situate in St. Johns County, Florida, described as follows: **UNDIVIDED ONE HALF INTEREST IN!**

PARCEL I: Lots 17, 18, 19 and 20, of Block 1, Orenda, according to map or plat thereof recorded in the public records of St. Johns County, Florida, in Map Book 4, page 5, EXCEPTING THEREFROM portions of Lots 18 and 20, Block 1, Orenda, taken by the State of Florida by instrument recorded March 21, 1956, in Deed Book 226, page 80 of the public records of St. Johns County, Florida.

PARCEL II: East One-half of West One-half of Southeast Quarter and Southeast Quarter of Southeast Quarter of Section 33, Township 7 South, Range 30 East; Northeast Quarter of Northeast Quarter of Section 4, Township 8 South, Range 30 East; and Northwest Quarter of Northwest Quarter of Section 3, Township 8 South, Range 30 West, West of State Road No. S-3, St. Johns County, Florida.

PARCEL III: Commencing at a point 41 rods North of the Southwest corner of Section 2, Township 7 South, Range 29 East, thence East 40 rods; thence North 7 rods; thence East 40 rods; thence North 40 rods; thence Southwest 5.75° 26.43 rods; thence North 26 rods; thence Southwesterly 5.75° 43.44 rods to the West line of Section 2, aforesaid; thence South on the West line of said Section 41 rods to point of beginning, containing 22 acres, more or less, all located in Section 2, Township 7 South, Range 29 East, St. Johns County, Florida, EXCEPTING THEREFROM those portions heretofore conveyed by W. L. Cooksey, and excepting therefrom land described in Deed Book 243 page 219 and Deed Book 243 page / 217. TOGETHER with all and singular the buildings, structures and improvements now or hereafter on said land and the fixtures attached thereto, and also all shades, screens and screening, awnings, plants, shrubs, landscaping, gas and electric equipment, and all heating, cooking, refrigerating and lighting fixtures, plumbing fixtures, equipment and apparatus which now or hereafter may be attached to or used in connection with said property, all of which shall be deemed a part of said lands, even though they be detached or detachable.

Richard O. Watson, Attorney
10 Cathedral Place, St. Augustine, Fla.
JESS CHATFIELD
REAL ESTATE
\$2,000.00
\$0,000.00
D. P. Huel
Tax Collector, St. Johns County, Florida
Laws of Florida, Acts of 1971.

Mortgage Note

\$ 75,000.00

St. Augustine, Florida, May 10, 19 71

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of WILLIAM L. COOKSEY and JESSIE S. COOKSEY, his wife,

in lawful money of the United States, the principal sum of Seventy-Five Thousand and 00/100----- Dollars (\$ 75,000.00), with ^{out} interest from date on the

unpaid balance at the rate of ----- per centum (-----) per annum, in monthly installments of Five Hundred and 00/100----- Dollars (\$ 500.00) each,

including interest, beginning on the first day of June 19 71, and continuing on the first day of each month thereafter until the entire principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced hereby, if not

paid, shall be due and payable on the first day of -----, 19 -----; each of said monthly payments shall be applied first to accrued interest and the balance to principal; extra payments on account of unpaid principal may be made at any time, provided, however, such payments shall not alter the requirement for the making of said regular monthly payments, and interest will be charged only on the unpaid balance; said principal and interest shall be payable

at Green Thumb Boulevard St. Augustine, Florida, or at such other place as the holder may designate in writing from time to time.

All makers, sureties, guarantors and endorsers now or hereafter becoming parties hereto, jointly and severally, agree as follows: that time is of the essence hereof, and that in the event of failure to pay any installment required to be paid hereunder, or any portion thereof, within 10 days after the same becomes due and payable, or in the event of failure to conform and comply with any and all of the covenants and conditions of the mortgage securing this note, then, in any of said events, this note shall be considered in default and, at the option of the holder of this note, the entire unpaid indebtedness evidenced hereby shall become at once due and payable and be collectible without further notice, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default; that in the event of any such default and if this note is placed in the hands of an attorney for collection, to pay all costs and expenses of such collection and of any legal action taken, including a reasonable attorney's fee; to remain and continue bound by the terms of this note, notwithstanding any extensions of the time for, or forbearance of, the payment of said principal or interest, or any changes in the amount or amounts agreed to be paid under and by virtue of this note, or any changes by way of release, surrender, exchange or substitution of any security now or hereafter held for this note, and to waive notice of such extensions, forbearances and changes, and that the same may be made without notice to, or joinder of, said makers, sureties, guarantors or endorsers or either of them; and further, that upon any such default the holder of this note may apply payments received on any amounts due under this note or the mortgage securing the same as said holder may determine. Presentment for payment, protest, demand and notice of protest and non-payment of this note are hereby waived by each of said parties hereto.

Notwithstanding anything contained herein to the contrary, upon the death of the survivor of William L. Cooksey and Jessie S. Cooksey, the undersigned may satisfy this note in full regardless of the true unpaid balance by paying to the Estate of the survivor of William L. Cooksey and Jessie S. Cooksey within six (6) months from the date of death the sum of Fifteen Thousand (\$15,000.00) Dollars. Upon said payment being made, this note and all mortgages securing said note shall be cancelled.

WITNESSED BY: /s/ Edgar L. Cooksey (SEAL) (Edgar L. Cooksey)

/s/ Annie S. Watson /s/ Shirley Ann Cooksey (SEAL) (Shirley Ann Cooksey)

/s/ Richard O. Watson

8/12/50 State Stamps Attached and Cancelled

DR-219
N. 09/86

FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN FLORIDA REAL PROPERTY

PART I

A. Grantor (Seller): Edgar I. Cooksey and Shirley Ann Cooksey
Individual/Agent Name Corporate Name (if applicable)

Green Thumb Blvd. St. Augustine, Florida 32084 904 824-2722
Mailing Address City State Zip Code Phone No.

B. Grantee (Buyer): St. Johns County
Individual/Agent Name Corporate Name (if applicable)

P. O. Drawer 349 St. Augustine, Florida 32084 904-824-8131
Mailing Address City State Zip Code Phone No.

C. Description of Property: _____
Lot No. Block No. Name of Subdivision
The north 40 feet of the east half of the west half of the southwest quarter
of section 33, township 7 south, range 30 east, St. Johns County, Florida
Other Description (if applicable)

D. Date of Sale: July 7, 1988 Type of Document Warrenty Deed

E. Recorded in St. Johns County County(s).

PART II

Total Consideration Paid Or To Be Paid \$ 10.00

PART III

FOR USE BY TAXPAYER IN DETERMINING CONSIDERATION NOT REQUIRED FOR FILING * (SEE REVERSE SIDE)	
1. Cash Or Down Payment	\$ _____
2. New Or Existing Mortgages	\$ _____
3. Any Other Consideration	\$ _____
4. Total Consideration Paid Or To Be Paid	\$ _____
5. If taxable consideration is \$100 or less or if the transaction is exempt, please explain briefly. <u>Given to St. Johns County for 'Road right of way</u>	

I hereby certify that this return has been examined by me and to the best of my knowledge and belief is a true and complete return.

[Signature] Contracting Agent St. Johns County Fla. July 8, 1988
Signature of Grantee or Agent Date

To be completed by the Clerk of the Circuit Court's Office.			
File Number _____	or O.R. Book _____	Page _____	or _____
Clerk's Date Stamp _____	Date Recorded _____		

SEND TO LOCAL DEPARTMENT OF REVENUE AREA OFFICE



North Florida Title Company

July 11, 1988

Mr. Stuart Craig
Engineering Department
St. Johns County
County Road 16A
St. Augustine, Florida 32084

Dear Stuart:

In re: Search #88-853IN
The North 40 feet of the East half of the West half of the
Southeast Quarter of Section 33, Township 7 South, Range 30
East, St. Johns County, Florida

A search of the public records of St. Johns County, Florida reveals the current record titleholder of the above captioned lands to be Edgar L. Cooksey and Shirley Ann Cooksey, his wife, by virtue of deeds recorded in Deed Book 202, page 229 and Official Records Book 192, page 343, subject to:

- 1) Mortgage from Edgar L. Cooksey and Shirley Ann Cooksey, his wife, to William L. Cooksey and Jessie S. Cooksey, his wife, dated May 10, 1971 and filed May 11, 1971 in Official Records Book 192, page 347, securing \$75,000.00. (NOTE: This mortgage provides for the mortgagors to satisfy same of record in the event of the death of the mortgagors.)

No judgments of record against the current titleholders.

County taxes are paid through 1987.

In furnishing this information the North Florida Title Company assumes no monetary liability.

Yours truly,

NORTH FLORIDA TITLE COMPANY

Mary Jane Dardi
Mary Jane Dardi
Exec. Vice President

MJD/lwc

Encl.

1510 Ponce de Leon Boulevard · Suite A · St. Augustine, Florida 32084
P.O. Box 2186 · St. Augustine, Florida 32085-2186 • (904) 825-4795 • (904) 825-0177 FAX