

Feno, Roberto

vs.

Masferrer, Rodolfo

Docket 463

Division JOE EATON

Page 195

CASE NO.

62C10498 4

CHANCERY
IN CIRCUIT COURT
IN AND FOR
DADE COUNTY, FLORIDA

Roberto Feno

Plaintiff.....

vs.

Rodolfo Masferrer, d

Defendant.....

Action for

Foreclose mortgage

Nestor Morales

Attorney.....for Plaintiff.....

INDEX AG 160701
Jordan

This File Must Not Be Withheld from
Clerk's Office Without Leave of Court,
E. B. LEATHERMAN,
Clerk, Circuit Court.

27-515

*Rudolfo Masferrer, Theresa Betancourt
Masferrer, Edward L. Lustgarten;
Irvin S. Morse, M.D.*

DECREE PRO CONFESSO entered.
[see Praeipe] ~~Proof of Publication~~
~~being recorded~~

E. B. LEATHERMAN, Clerk Circuit Court
By DM Benson D. C. 10-30 19 62

(Sol M. Schimmel);

DECREE PRO CONFESSO entered.
[see Praeipe] ~~Proof of Publication~~
~~being recorded~~

E. B. LEATHERMAN, Clerk Circuit Court
By DM Benson D. C. 11-14 19 62

United States of America

DECREE PRO CONFESSO entered.
[see Praeipe] ~~Proof of Publication~~
~~being recorded~~

E. B. LEATHERMAN, Clerk Circuit Court
By DM Benson D. C. 11-27 19 62

FILED FOR RECORD

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CLERK OF DISTRICT COURT
DADE CO. FLA.

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND
FOR DADE COUNTY. IN CHANCERY.

NO.

62010495

ROBERTO FERRO,

Plaintiff,

-vs-

RODOLFO MASFERRER, THERESA
BETANCOURT MASFERRER, his wife,
EDWARD L. LUSTGARTEN, UNITED
STATES OF AMERICA, SOL M.
SCHIMMEL and IRWIN S. MORSE, M.D.,
Defendants.

JOE EATON,

BILL OF COMPLAINT TO
FORECLOSE MORTGAGE

Rec'd 17.50
JES L O

The Plaintiff, ROBERTO FERRO, by his under-
signed attorney, NESTOR MORALES, brings this, his Bill of
Complaint against the Defendants, RODOLFO MASFERRER, THERESA
BETANCOURT MASFERRER, his wife, EDWARD L. LUSTGARTEN, UNITED
STATES OF AMERICA, SOL M. SCHIMMEL and IRWIN S. MORSE, M.D.,
and complaining says:

I

That the Plaintiff is a resident of Dade
County, Florida, and over the age of twenty-one years. That
the Defendants, RODOLFO MASFERRER, THERESA BETANCOURT MASFERRER,
his wife, EDWARD L. LUSTGARTEN, SOL M. SCHIMMEL and IRWIN S.
MORSE, M.D., are residents of Dade County, Florida; and all are
over the age of twenty-one years.

II

That the Plaintiff has made the UNITED STATES
of AMERICA a Defendant in this action pursuant to 28 USCA Section
2410, giving the above court jurisdiction in foreclosure suits
where the UNITED STATES of AMERICA has, or appears to have a lien
on the property upon which a mortgage is being foreclosed.

III

That on October 26, 1959, the Defendants,
RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, became
indebted to RUTH C. FOX in the sum of \$6,909.07, and as evidence

of their indebtedness they did execute their promissory note dated October 26, 1959, in the principal sum of \$6,909.07, in favor of RUTH C. FOX. The said note provided for payment of principal plus interest at the rate of 6% per annum, in monthly installments of \$50.00, commencing December 10, 1959, and continuing until and including September, 1964, at which time the entire balance of principal and accrued interest would become due and payable.

IV

That to further secure the payment of the indebtedness, as represented by the promissory note, on October 26, 1959, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, made, executed and delivered to RUTH C. FOX, a certain mortgage deed whereby it granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto the said RUTH C. FOX the following described real property, lying and being in the County of Dade, State of Florida, to wit:

Lot 7, in Block 58, of BRICKELL HAMMOCK UNIT 1, according to the Plat thereof, recorded in Plat Book 5, at Page 113, of the Public Records of Dade County, Florida.

then in possession of the Defendants, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, who claimed the fee simple title, subject, however, to a condition of defeasance whereby if the said mortgagor, its successors and assigns should pay the promissory note, both principal and interest, and should perform, comply with and abide by each and every of the stipulations and agreements, conditions and covenants of the said promissory note and of the said mortgage deed, including the payment of taxes, premiums on policies of fire and other hazard insurance covering the mortgage premiums, then the said mortgage deed and the estate thereby created should cease and be null and void. That the said mortgage deed so dated, executed and acknowledged was delivered to RUTH C. FOX, and was on the 26th day of October, 1959, filed for record and duly recorded in Official Records Book 1711, Page 107, of the Public Records

of Dade County, Florida, all of which will more fully appear from a photostatic copy of the said mortgage deed and note thereby secured hereto attached, and marked Plaintiff's Exhibit "I", and made a part of this Bill of Complaint.

V

That the above described purchase money mortgage, subject only to that certain mortgage made to First Federal Savings and Loan Association of Miami, Florida, dated October 21, 1959, recorded under Clerk's File No. 59 R 193324, according to the Public Records of Dade County, Florida, securing an indebtedness in the original principal sum of \$16,000.00.

The mortgagors did covenant and agree to comply with and abide by all of the terms and provisions of said first mortgage and the promissory note secured thereby, and further covenant and agree that any default in the aforesaid mortgage or the promissory note secured thereby shall simultaneously constitute a default under Paragraph "7" of the second mortgage, Plaintiff's Exhibit No. "I".

VI

That the above described second mortgage and note were thereafter assigned by RUTH C. FOX in favor of ROBERTO FERRO, Plaintiff herein, by Assignment of Mortgage, dated September 17, 1962, filed September 18, 1962, and recorded in Official Records Book 3329, Page 76, of the Public Records of Dade County, Florida, photostatic copy of said Assignment of Mortgage is hereto attached, made a part hereof, and marked Plaintiff's Exhibit "II".

VII

Among the covenants contained in said second mortgage, in addition to the provisions thereof above recited, are the following:

(a) to pay the said promissory note, and the

interest thereon, as the same become due and payable.

(b) To pay all costs, charges, abstract fees and expenses, including attorney's fees, which the said mortgagee may be put to or incur in collecting the same secured by said mortgage.

(c) To pay, in due reason, and before delinquent, all taxes and assessments which may be levied or assessed against said mortgaged property until the indebtedness aforesaid shall be paid.

(d) To commit, permit, or suffer no waste, and to keep all improvements on said mortgaged property in good condition and to do or permit to be done to said property nothing that may in any way impair or weaken the security under said mortgage.

VIII

The above premises were conveyed by RUTH C. FOX (Formerly Ruth C. Steinman), joined by her husband, EDWARD J. FOX, to the Defendants, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, by warranty deed dated October 26, 1959, filed October 27, 1959, and recorded under Clerk's File No. 59 R 196345 in the Public Records of Dade County, Florida.

At the time of the above conveyance the said premises were subject to a first mortgage held by First Federal Savings and Loan Association of Miami, in which the original indebtedness was \$16,000.00, the said mortgage was dated October 21, 1959, filed October 22, 1959, and recorded under Clerk's File No. 59 R 193324.

As part of the purchase price of the said premises the Defendants, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, issued a second purchase money mortgage and note in favor of the grantor, RUTH C. FOX,; said second mortgage secured the original indebtedness of \$6,909.07. Said second mortgage is Plaintiff's Exhibit No. "I", and is the mortgage being foreclosed.

IX

The above premises were conveyed by the Defendants, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, to the Defendant, EDWARD L. LUSTGARTEN, as Trustee, (not individually), by warranty deed dated September 5, 1961, filed September 8, 1961, recorded under Clerk's File No. 61 R 150261, of the Public Records of Dade County, Florida.

The above premises were reconveyed by the Defendant, EDWARD L. LUSTGARTEN, as Trustee, (not individually), joined by EDA LUSTGARTEN, his wife, to the Defendants, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, by warranty deed dated July 26, 1962, filed August 23, 1962, recorded under Clerk's File No. 62 R 142568, in the Public Records of Dade County, Florida.

X

That there appears of record against EDWARD L. LUSTGARTEN the following:

(1) Final Decree filed October 22, 1948, in Chancery, #105502, styled SOL M. SCHIMMEL vs. EDWARD L. LUSTGARTEN, awarding the Plaintiff \$2,500.00 with \$300.00 interest and \$251.60 in costs.

(2) Judgment, Filed September 16, 1960, under Clerk's File No. 60 R 167166, in Small Claims Court, in a case styled IRWIN S. MORSE, M.D. vs. EDWARD L. LUSTGARTEN, awarding \$100.00 and \$4.14 in costs, Case #69165.

(3) Tax Lien filed by the Collector of Internal Revenue against EDWARD L. and EDNA J. LUSTGARTEN filed under Clerk's File No. 61 R 94284, in the amount of \$983.75.

(4) Tax Lien filed by the Collector of Internal Revenue against E. L. and E. J. LUSTGARTEN, filed under Clerk's File No. 61 R 150110, in the amount of \$600.30.

XI

On September 5, 1961 RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, conveyed the above

premises to EDWARD L. LUSTGARTEN, as Trustee, (not individually). This deed was filed September 8, 1961 in the Official Records of Dade County, Florida, Clerk's File No. 61 R 150261. The Public Records of Dade County, Florida do not show the trust in question, and the Plaintiff does not know the nature of the trust.

XII

On July 26, 1962, EDWARD L. LUSTGARTEN, as Trustee, (not individually), joined by EDA LUSTGARTEN, his wife, conveyed the premises to RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife. This instrument was filed in the Public Records of Dade County, Florida on September 8, 1961, Clerk's File No. 63 R 142568.

XIII

If EDWARD L. LUSTGARTEN held title to the premises solely as Trustee, the judgment and tax liens would not be liens against the property. However, if EDWARD L. LUSTGARTEN owned the title individually the said liens would attach to the real estate. In any event, however, the interest of the said creditors and lien holders is inferior to the mortgage of the Plaintiff, since the mortgage of the Plaintiff was executed on October 26, 1959 and filed October 26, 1959, which is prior to the date on which the deed to EDWARD L. LUSTGARTEN was executed and filed. The deed to Lustgarten was executed September 8, 1961. The deed recited that it was subject to both the first and second mortgages of record.

XIV

That the Defendants, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, have failed to make the payments for July and August, 1962, on the note held by the First Federal Savings and Loan Association of Miami, Florida, totaling \$350.00. They have failed to make payment due to the Plaintiff herein for September, on the note now held by the Plaintiff herein, in the amount of \$112.00.

XV

That the Defendants, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, have failed to pay the City and County Taxes for the year 1961, on the above premises, said taxes are delinquent and Tax Sales Certificates have been issued; they are as follows:

(1) Tax Sales Certificate No. 6370, recorded in Tax Sales Book 150, Page 399, sold June 1, 1962, in the amount of \$392.98. Sold by Tax Collector of Dade County, Florida.

(2) Tax Sales Certificate No. 1608, recorded in Tax Sales Book 151, Page 93, sold June 1, 1962, in the amount of \$337.67. Sold by Tax Collector of City of Miami, Florida.

XVI

That the Defendants, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, have failed to release, by payment, a certain lien held by the City of Miami for a Sanitary Sewer, in the amount of \$309.37, plus 5% from June 3, 1961, against the above premises.

XVII

That by reason of the failure of the Defendants, RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, to pay the mortgage payments required under the mortgage to the Plaintiff and the holder of the first mortgage, also they have failed to pay the County and City Taxes for 1961, and also have not paid the City Sanitary Sewer Lien that is outstanding, the Plaintiff does hereby exercise its option to accelerate the entire balance due and owing on the said mortgage note pursuant to Paragraph "7" of the mortgage deed and does hereby declare the entire balance due and payable.

XVIII

It became and was and still is necessary that the services of attorneys at law be procured by the Plaintiff to endeavor to collect the sums and amounts due them and secured by said mortgage and note, and to conduct these proceedings for

the foreclosure of the mortgage herein sued upon, the Plaintiff has employed the attorney whose name is signed to this Bill of Complaint to protect its interests under said mortgage and note and to endeavor to collect the moneys due them and to conduct this suit. Plaintiff has covenanted and agreed to pay to said attorney a reasonable fee to be ascertained and fixed by this Court for his services in and about this suit, the payment of which fee is secured by the mortgage herein sued upon, and is an expense reasonably incurred by Plaintiff and occasioned solely by the default on the part of the Defendants to perform, comply with and abide by the terms, conditions and covenants of said note and mortgage.


XIX

That by reason of the premises, and in accordance with the terms of the note and mortgage, there is now due the Plaintiff the principal sum of \$ 6,430.15 , plus interest from May 10 , 1962, together with \$462.00 paid on the first mortgage by the Plaintiff in order to make the first mortgage current, costs, fees, charges paid by the Plaintiff and expenses of this suit, and the title of the Plaintiff in and to the said mortgaged premises has become absolute, subject only to the equity of the Defendants hereto.

W H E R E F O R E, the Plaintiff prays:

That an accounting may be had and takend under the direction of this Court of what is due the Plaintiff for principal and interest on said mortgage note and for costs, charges and expenses, including attorney's fees and abstract fees, which the Plaintiff may be put to or incur in and about this suit, and that the Defendants be ordered, by a short day to be fixed by this Court to pay the Plaintiff the amounts so found to be duehim, and that in default of such payment, all right, title and interest, estate, claim, demand and equity of redemption of the Defendants, and of them, and of all of the persons claiming by, through or under them, or any of them, since the filing of the Lis Pendens herein, be absolutely barre

and foreclosed, that said mortgage property may be sold under the direction of this Court, that out of the proceeds of said sale, the amount due the Plaintiff may be paid, so far as the same will suffice, and that, if a deficiency occurs, the Plaintiff be granted a decree therefor against such of the Defendants as may be found liable or responsible for the mortgage debt.


NESTOR MORALES
Attorney for Plaintiff
458 Pan American Bank Building
Miami 32, Florida

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

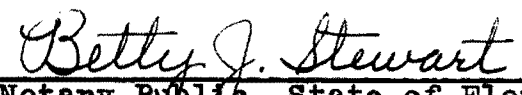
BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared NESTOR MORALES, who, being by me first duly sworn, on oath, deposes and says:

1. That he is the attorney for the Plaintiff in the foregoing cause, and his agent for the purpose of this suit, and the making of this Affidavit; that he has read the foregoing Bill of Complaint to Foreclose Mortgage, and that the allegations therein contained are true.

2. That the Defendants are not in the Military Service of the United States, or any branch thereof.


NESTOR MORALES

Sworn to and subscribed
before me this 27th day
of September, 1962.


Notary Public, State of Florida
at Large

My Commission Expires:
NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 14, 1966

FILED FOR RECORD

'62 SEP 27 AM 10:23

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND
FOR DADE COUNTY. IN CHANCERY

NO.

62010405

CLERK CIRCUIT COURT
DADE CO. FLA.

ROBERTO FERRO, :
Plaintiff, :
-vs- :
RODOLFO MASFERRER, THERESA :
BETANCOURT MASFERRER, his :
wife, EDWARD L. LUSTGARTEN, :
UNITED STATES of AMERICA, :
SOL M. SCHIMMEL and IRWIN :
S. MORSE, M.D., :
Defendants. :

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that on the 27 day of
September, 1962, suit was filed in the Circuit Court of the
Eleventh Judicial Circuit of the State of Florida, in and for
Dade County, Florida, in Chancery, Number
wherein ROBERTO FERRO is Plaintiff, and RODOLFO MASFERRER,
THERESA BETANCOURT MASFERRER, his wife, EDWARD L. LUSTGARTEN,
UNITED STATES OF AMERICA, SOL M. SCHIMMEL and IRWIN S. MORSE,
M.D., are Defendants, involving the title to the following
described property, situate, lying and being in the County of
Dade, State of Florida, to wit:

Lot 7, in Block 58, of BRICKELL HAMMOCK
UNIT 1, according to the Plat thereof,
recorded in Plat Book 5, at Page 113, of
the Public Records of Dade County, Florida.

That the relief sought in said suit is the fore-
closure of a mortgage lien dated October 26, 1959, and recorded
on October 26, 1959, in Official Records Book 1711, Page 107,
of the Public Records of Dade County, Florida, for an accounting
and settlement, and a decree that upon failure of the Defendants
to pay the amount found to be due, that the property be sold to
satisfy the amount found to be due, and for general relief.

State of Florida, County of Dade.

This Instrument was filed for record the 27 day of Sept.
1962 at 10:23 A.M. and duly recorded in OFFICIAL RECORDS
Book 3341 on Page 256 File #62R- 162014

E. B. LEATHERMAN
Clerk Circuit Court

By NESTOR MORALES Attorney for Plaintiff

NESTOR MORALES
Attorney for Plaintiff
458 Pan American Bank Building.
Miami 32, Florida

Know All Men By These Presents.

That RUTH C. FOX,

party of the first part, in consideration of the sum of Ten and no/100 (\$10.00) - - and other valuable consideration - - Dollars, lawful money of the United States, to her in hand paid by

ROBERTO FERRO,

party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain indenture of mortgage bearing date the 26th day of October, in the year one thousand nine hundred and fifty-nine made by RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, and recorded in ~~Mortgage Book~~ Book 171 page 107, public records of Dade County, Florida, upon the following described piece or parcel of land, situate and being in Dade County, State of Florida, to-wit:

Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, at Page 113, of the Public Records of Dade County, Florida

This assignment is made without recourse of any kind against the Assignor.

Together with the note or obligation described in said Mortgage, and the moneys due and to become due thereon, with interest from the day of , 19

To Have and to Hold the same unto the said party of the second part, his heirs and assigns forever.

In Witness Whereof she have hereunto set her hand and seal, the 17th day of September, in the year one thousand nine hundred and sixty-two.

Signed, Sealed and Delivered in Presence of;

[Signature]

Ruth C. Fox
Ruth C. Fox



State of Florida,

County of Dade

I HEREBY CERTIFY, That on this 17th day of September, in the year of our Lord one thousand nine hundred and sixty-two before me personally came RUTH C. FOX,

to me known to be the individual described in and who executed the within and foregoing assignment, and who acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Miami said County and State, on the day and year above written.

My Commission Expires

8/1/63

Notary Public, State of Florida at Large

Date

TO

County of

STATE OF FLORIDA,

DE MORTGAGE

Assignment

HAROLD TANNEN

950 S. BAYVIEW BLVD

MIAMI, FLORIDA

FILED
SEP 18 1962 3:25
CORR

175

This Mortgage Deed, Executed the 26th day of October,
A. D. 1959, by RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER,
his wife,

hereinafter called the Mortgagor 1, to RUTH C. FOX

hereinafter called the Mortgagee _____.

WITNESSETH, That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note _____ of even date herewith, hereinafter described, the said Mortgagor 1 do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee _____, her heirs and assigns in fee simple, all the certain tract of land, of which the said Mortgagor 1 are now seized and possessed, and in actual possession, situate in Dade County, State of Florida, described as follows

Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, at Page 113, of the Public Records of Dade County, Florida.

THIS IS A PURCHASE MONEY MORTGAGE and is a second mortgage subject, only, to that certain mortgage made to First Federal Savings and Loan Association, of Miami, Florida, dated October 21st, 1959, recorded under Clerk's File No. 59R193324, among the Public Records of Dade County, Florida, securing an indebtedness in the original principal sum of \$16,000.00.

The Mortgagors do hereby covenant and agree to comply with and abide by all of the terms and provisions of said first mortgage and the promissory note secured thereby, and further covenant and agree that any default in the aforesaid mortgage or the promissory note secured thereby shall simultaneously constitute a default under the within Mortgage within the contemplation of Paragraph "7" hereinafter appearing.

1382

Ruth Fox
47167 - 10/26/59

PROMISSORY NOTE

\$6,909.07

Miami, Florida
October 26, 1959

12M
TBM
AFTER DATE, FOR VALUE RECEIVED, WE promise to pay to the order of RUTH C. FOX, the sum of SIX THOUSAND NINE HUNDRED NINE and 07/100 DOLLARS, together with interest thereon from date at the rate of SIX (6%) PERCENT per annum, with both principal and interest being payable as follows: The sum of FIFTY (\$50.00) DOLLARS on December 10, 1959, and a like sum of FIFTY (\$50.00) DOLLARS on the same date in each succeeding month until and including September 1964, at which time the entire balance of principal and accrued interest shall become due and payable. Each such installment of principal and interest shall be applied first against accrued interest, the balance against principal.

Interest shall be computed on the principal balance as it shall exist from time to time.

The obligation evidenced by this note may be prepaid in whole or in part, at any time, without penalty.

The indebtedness evidenced by this note is secured by a Purchase Money Mortgage of even date herewith, encumbering Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, at Page 113, of the Public Records of Dade County, Florida.

Failure to pay any installment when due shall cause the entire outstanding principal to become due and payable forthwith or thereafter at the option of the holder hereof. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case 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.

RODOLFO MASFERRE (Seal)
Rodolfo Masferrer

THERESA BEANCOURT MASFERRE (Seal)
Theresa Beancourt Masferrer

TO HAVE AND TO HOLD the same together with the tenements, hereditaments, and appurtenances, unto the said Mortgagee, and her heirs and assigns, fee simple.

AND the said Mortgagor s, for themselves and for their heirs, legal representatives and assigns do covenant with said Mortgagee her heirs, legal representatives and assigns that said Mortgagor s, are indefeasibly seized of said land in fee simple that the said Mortgagor s have full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee, her heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances; that said Mortgagor, her heirs and legal representatives, will make such further assurance to perfect the fee simple title to said land in said Mortgagee, her heirs, legal representatives and assigns, as may reasonably be required; and that said Mortgagor s do 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 s, their heirs, legal representatives or assigns shall pay unto the said Mortgagee, her legal representatives or assigns, the certain promissory note, of which the following in words and figures is a true copy, to-wit:

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate thereby created shall cease and be null and void.

AND the said Mortgagor s, for themselves and their heirs, legal representatives and assigns, hereby covenant and agree: _____:

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

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said described property, each and every, and if the same be not promptly paid the said Mortgagee—, her heirs, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per cent. per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee—, her heirs, legal representatives or assigns, because of the failure on the part of the said Mortgagor A, their heirs, legal representatives or assigns to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note— and this deed, or either, and every such payment shall bear interest from date at the rate of six per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in ~~xxxxxx~~ such amount as to prevent any party in interest from bearing any part of the risk, ~~xxxxxx~~ in a company or companies to be approved by said Mortgagee—, and the policy or policies held by and payable to said Mortgagee—, her heirs, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee—, her heirs, legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor S to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of six per cent. per annum.

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

6. To perform, comply with, and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note—, and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within 30 days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note— and this deed, or either, are not fully performed, complied with and abided by, the said aggregate sum mentioned in said promissory note— shall become due and payable forthwith or thereafter at the option of the Mortgagee—, her heirs, legal representatives or assigns, as fully and completely as if the said aggregate sum of -----\$6,909.07----- dollars were originally stipulated to be paid on such day, anything in said promissory note— or herein to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Mortgagor s, have hereunto set their hands and seal s the day and year first above written.

Signed, sealed and delivered in presence of us:

[Signature]
[Signature]

[Signature] (Seal)
Rodolfo Masferrer

[Signature] (Seal)
Theresa Betancourt Masferrer

County of Dade

SS.

to me personally known, this day personally appeared and acknowledged before me that they executed the foregoing mortgage, and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said mortgage. AND I FURTHER CERTIFY that said THERESA BETANCOURT MASFERRER is known to me to be the wife of said RODOLFO MASFERRER and that she this day acknowledged to and before me, separately and apart from her said husband, that she executed the said mortgage deed for the purpose of renouncing and relinquishing her dower right of dower and separate estate in and to the lands therein described, and that she executed the same freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami said
County and State, this 26th day of October A. D. 19 59.

My commission expires:

Notary Public.

Notary Public, State of Florida at Large
My Commission Expires Aug. 17, 1962
Bonded by American Surety Co. of N. Y.

Præfatus

BARCO'S COPY & PASTE

10

Dated:

19

Abstract of Description

Filed for record on the _____ day of _____

19—, and re-

Recorded in Mortgage Book _____, Page _____.

public records of _____

County, Florida.

Clerk Circuit Court

PARCO PUBLISHING CORPORATION, MIAMI 27, FLORIDA

STATE OF FLORIDA }
COUNTY OF ... } S.S.

100-443987-100 Filed for record

NEW **100**

ALL RECORDS

11-5-107

By B. N. H. [illegible] d. c.

11/22/20

09

400

FILED FOR RECORD

OCT 25 2 40 PM '62
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT OF FLORIDA, IN AND FOR DADE COUNTY.

THE STATE OF FLORIDA

TO THE DEFENDANT(S):

E.B. LEATHERMAN
CLK. CIRCUIT COURT OF FLA.

RODOLFO MASFERRER,

THERESA BETANCOURT MASFERRER, his wife,

EDWARD L. LUSTGARTEN,

THE UNITED STATES OF AMERICA,

SOL M. SCHIMMEL and

IRWIN S. MORSE, M.D.

You are hereby notified that a suit has been brought against you in the Circuit Court for Dade County, Florida, in Chancery, by

ROBERTO FERRO

You are hereby summoned and required to serve upon:

NESTOR MORALES

Plaintiff's Attorney, whose address is:

458 Pan American Bank Building Miami 32, Florida Phone FR 1-8616

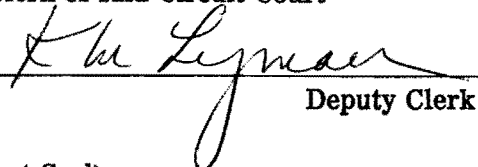
and file with the Clerk of said Court, either before service or immediately thereafter, an answer to the Bill of Complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, Decree Pro Confesso will be entered against you for the relief demanded in the Bill of Complaint. The United States may appear and answer, plead or demur within sixty days after service.

WITNESS my hand and seal of said Court at Miami, Dade County, Florida this

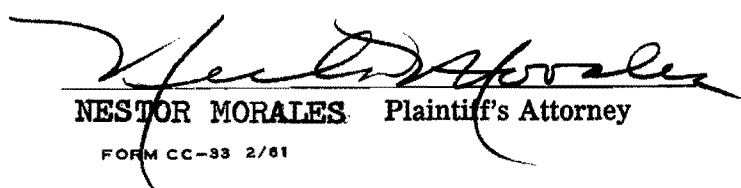
SEP 27 1962

E. B. LEATHERMAN
as Clerk of said Circuit Court

By


Deputy Clerk

(Court Seal)


NESTOR MORALES Plaintiff's Attorney

September 26, 1962

Metropolitan Sheriff of Dade County, Florida
Dade County Court House
Miami, Florida

Re: Roberto Ferro, Plaintiff
vs
Rodolfo Masferrer, et al, Defendants

Dear Sir:

In connection with the foregoing complaint, please serve the defendants the copies of the summons and complaint, as follows:

1. Serve the Defendant, Rodolfo Masferrer, at his residence at 3500 S. W. 10th Street, Miami, Florida.
2. Serve the Defendant, Theresa Betancourt Masferrer, at her residence at 3500 S. W. 10th Street, Miami, Florida.
3. Serve the Defendant, Edward L. Lustgarten, at his residence, 6961 Carlyle Avenue, Miami Beach, Florida.
4. Serve the Defendant, THE United States of America, by serving the United States Attorney for this district, or upon an assistant United States Attorney or clerical employee designated by the United States Attorney in writing, filed with the Clerk of the Circuit Court of Dade County, Florida.
5. Serve the Defendant, Sol M. Schimmel, at his residence at 1500 Bay Road, Miami Beach, Florida.
6. Serve the Defendant, Irwin S. Morse, M.D. at his residence at 500 Campana Avenue, Coral Gables, Florida

Your cooperation in this matter will be appreciated.

Yours very truly,

NESTOR MORALES
Attorney for Rodolfo Ferro

NM/bjs


13

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND
FOR DADE COUNTY. IN CHANCERY

NO. 62C 10498 (Eaton)

ROBERTO FERRO, :
 :
Plaintiff, :
 :
-vs- :
 :
RODOLFO MASFERRER, THERESA :
BETANCOURT MASFERRER, his : PRAECIPE FOR DECREE
wife, EDWARD L. LUSTGARTEN, : PRO CONFESSO
UNITED STATES OF AMERICA, : -----
SOL M. SCHIMMEL and IRWIN :
S. MORSE, M.D., :
 :
Defendants. :
 :

The Clerk of the above styled Court
please enter a Decree Pro Confesso against the Defendants:
P10-17 P10-17
RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER wife;
P10-24 P10-19
EDWARD L. LUSTGARTEN; and IRWIN S. MORSE, M.D. for their
failure to file an Answer or otherwise plead to Plaintiff's
Bill of Complaint herein within the time required by law.


NESTOR MORALES
Attorney for Plaintiff
458 Pan American Bank Bldg.
Miami 32, Florida

DECREE PRO CONFESSO
is herewith entered against
Rodolfo Masferrer, Theresa Betancourt Masferrer, his wife;
for failure to file answer or other Edward L. Lustgarten; Irwin S. Morse, M.D.
pleadings.
Dated this 30 day of Oct 1962
E. B. LEATHERMAN
Clerk of the Circuit Court
By DM Benson
deputy clerk

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND
FOR DADE COUNTY. IN CHANCERY

NO. 62C 10498 (Eaton)

ROBERTO FERRO,
Plaintiff,

-VS-

RODOLFO MASFERRER, THERESA
BETANCOURT MASFERRER, his
wife, EDWARD L. LUSTGARTEN,
UNITED STATES OF AMERICA,
SOL M. SCHIMMEL and IRWIN
S. MORSE, M.D.,

Defendants.

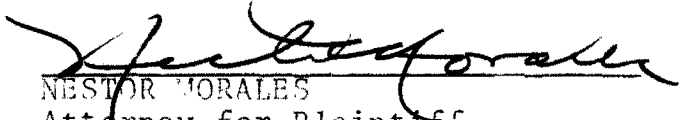
PRAECIPE FOR DECREE
PRO CONFESSO

FILED

NOV 13 10 28 AM 1962

11-13-62

The Clerk of the above styled Court will
please enter a Decree Pro Confesso against the Defendant,
SOL M. SCHIMMEL, for his failure to file an Answer or otherwise
plead to Plaintiff's Bill of Complaint herein within the time
required by law.


NESTOR MORALES
Attorney for Plaintiff
458 Pan American Bank Bldg.
Miami 32, Florida.

DECREE PRO CONFESSO
is herewith entered against
Sol M. Schimmel
for failure to file answer or other
pleadings.
Dated this 14 day of Nov 1962
E. B. LEATHERMAN
Clerk of the Circuit Court
By DM Benson
deputy clerk

FILED FOR RECORD

NOV 26 2 54 PM 1962

E. B. LEATHERMAN
CLK. CT. CT. DADE CO. FLA.

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND
FOR DADE COUNTY. IN CHANCERY

NO. 62C 10498 (Eaton)

ROBERTO FERRO,

Plaintiff,

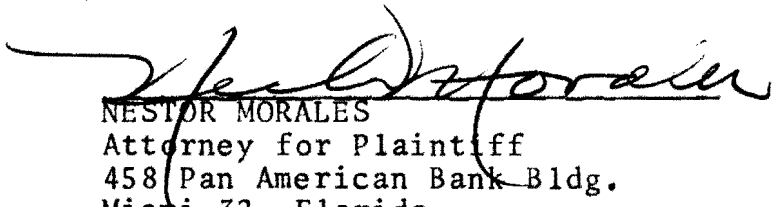
-VS-

RODOLFO MASFERRER, THERESA
BETANCOURT MASFERRER, his
wife, EDWARD L. LUSTGARTEN,
UNITED STATES OF AMERICA,
SOL M. SCHIMMEL and IRWIN
S. MORSE, M.D.,,

Defendants.

PRAECIPE FOR DECREE
PRO CONFESSO

The Clerk of the above styled Court will
please enter a Decree Pro Confesso against the Defendant,
UNITED STATES OF AMERICA, for its failure to file an Answer
or otherwise plead to Plaintiff's Bill of Complaint herein
within the time required by law.


NESTOR MORALES
Attorney for Plaintiff
458 Pan American Bank Bldg.
Miami 32, Florida.

DECREE PRO CONFESSO
is herewith entered against
United States of America
for failure to file answer or other
pleadings.
Dated this 27 day of Nov 19 62
E. B. LEATHERMAN
Clerk of the Circuit Court
By DM Benson
deputy clerk

FILED FOR RECORD

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN
AND FOR THE COUNTY OF DADE

ROBERTO ~~INIRO~~ ^{NOV 28 9 28 AM 1962}
Plaintiff,
v. ^{F. B. LEATHERMAN}
RODOLFO MASTERS, et al.,
Defendants.

Chancery No. 62C-10498

ANSWER OF DEFENDANT UNITED STATES OF AMERICA.

Defendant United States of America, for its answer
to the complaint filed in this cause, says:

1. It is without information as to the allegations
contained in said complaint other than the allegations of
paragraph II and X(3,4) thereof, and demands strict proof thereof.

2. With respect to the allegations of the existence
of certain liens as set forth in paragraph II and X(3,4) of said
complaint, this defendant admits that it is the owner and holder
of certain tax liens as shown on Internal Revenue Forms 899 and 668
attached hereto and made a part hereof;

3. This defendant says that the sum of \$ 547.79 plus interest
is due and owing on taxes set forth in said Internal Revenue forms
and that it has and claims a lien against the property described
in the complaint under the provisions of the Internal Revenue Code
of the United States of America;

4. This defendant asserts priority over all local
taxes paid by the mortgagee, or which became due and owing after
notice of Federal tax lien filed. (U. S. v. Christensen, 269 F.
2d 624 (CA 9th);

5. This defendant asserts priority over all attorneys fees arising out of this foreclosure proceeding. (U. S. v. Bond, 279 F. 2d 837 (C.A. 4th)).

6. This defendant asserts its right of redemption accorded the United States under Section 2410(c), Title 28, United States Code.

WHEREFORE, having fully answered, defendant United States of America prays that this Court adjudicate the equities of the various parties to this suit, and that if the premises involved herein are sold, they be sold free and clear of all liens and encumbrances save the right of redemption within one year from date of sale, vested in the United States of America by statute, and the proceeds derived from said sale be applied to the payment of the liens of the various parties to ~~this cause~~ in accordance with their

respective priorities, and this defendant prays further
that it may have such other and further relief as to this
Court may seem just and proper, the premises considered.

EDITH HOUSE
UNITED STATES ATTORNEY

By: 

Lavinia L. Redd

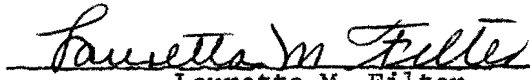
Assistant U. S. Attorney

I hereby certify that a true copy of the foregoing

Answer was this 27th day of November, 1962

mailed to the attorney for the plaintiff as follows:

Nestor Morales, Esq.
Attorney at Law
458 Pan American Bank Building
Miami 32, Florida


Laurretta M. Filter
Clerk in Office of United States Attorney

COPY

Form 668

(REV. NOV. 1961)

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS

DISTRICT

Jacksonville

SERIAL NUMBER

Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

NAME OF TAXPAYER

E. L. & E. J. Lustgarten

RESIDENCE OR PLACE OF BUSINESS

6961 Carlyle Avenue, Miami Beach, Florida

TYPE OF TAX AND PERIOD (a)	ASSESSMENT DATE (b)	REFERENCE NO. (c)	AMOUNT OF ASSESSMENT (d)
IT - 1960 Filed for Record 9-8-61 FTLB 53, Pg 66	5/19/61	59-252094980	600.30

PLACE OF FILING

Clerk, Circuit Court
Dade County
Miami, Florida

TOTAL

\$ 600.30

WITNESS my hand at Miami, Florida, on this,the 7th day of September, 19 61

DISTRICT DIRECTOR OF INTERNAL REVENUE

BY (Signature)

TITLE

LAURIE W. TOMLINSON

/s/ Harry Myers

Revenue Officer (Shump)

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien G.C.M. 26419, C.B. 1950-51, 125.)

PART 1 - To be retained by recording office

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

NAME OF TAXPAYER Edward L. & Edna J. Lustgarten			ADDRESS (Number, street, city, and State) 6961 Carlyle Ave Miami Beach Fla.			CLASS OF TAX Income	DATE OF REQUEST 10-5-62	
TAXABLE PERIOD (a)	ACCOUNT NUMBER (b)	RECEIVED OR SCHEDULED DATE (c)	DESCRIPTION (d)	LIABILITY AND (ABATEMENT) (e)	PAYMENTS AND CREDITS APPLIED (f)	BALANCE (g)	REFUNDS AND CREDITS ALLOWED (h)	SUPPLEMENTAL INFORMATION (i)
1959	60-ME-30022		Additional Assessment Tax	952.52				Assessed 10/21/60 First notice 10/21/60 Delinquent account issued 11/28/60 Original number OE-6226 Section 6201(A)
			Interest to 11/1/60	31.23				
		7/26/61	Paid		25.00			
		8/24/61	"		25.00			
		10/4/61	"		25.00			
		10/25/61	"		25.00			
		12/1/61	"		25.00			
		12/28/61	"		250.00			
		2/20/62	"		50.00			
		3/7/62	"		50.00			
		3/27/62	"		258.46			
		4/27/62	"		70.00			
		6/4/62	"		80.00			
		7/13/62	"		80.00			
		8/9/62	Interest - Paid	59.71	80.00			
		9/6/62	Lien Fee-Interest - Paid	27.49	27.49	-0-		
1960	61-25-2094980		Part Paid Return Tax	600.30				
		9/6/62	Paid		52.51	547.79		
		Listed:	E. J. Lustgarten 6961 Carlyle Avenue, Miami Beach, Florida					
		No record of any other outstanding or 53'd accounts in this office						

I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated, and all assessments, payments, penalties, interest, abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein. accounts

SIGNATURE OF DISTRICT DIRECTOR <i>Laurie W Tomlinson</i>	LOCATION Jacksonville, Florida	DATE Oct. 19, 1962
---	-----------------------------------	-----------------------

Over

2122-C

FORM 899 (REV. 7-58)



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

REQUEST FOR TRANSCRIPT OF ACCOUNT

10-5-62

To: ☐ DISTRICT DIRECTOR OF INTERNAL REVENUE

It is requested that your office furnish the following information regarding the taxpayer named on the reverse of this form.

☐ Handwritten transcript and/or photocopy of Unit Ledger Cards

4 copies of a formal certified Form 899

THIS REQUEST IS FOR THE PURPOSE OF

FORECLOSURE

TAXABLE PERIOD	ACCOUNT NUMBER (Include year or assessment date)	IS RETURN IN THE POSSESSION OF REQUESTER?	
		YES	NO
A 1959 IT	60 ME 30022 23c 10-21-60	<u>U. S. D.</u>	
1960 "	59 252094980 5-19-61	<u>722-M</u>	

(Only one taxable entity and one type of tax can be requested on each form)

Chief, DARB - 510:DRK

REQUESTER

Insert your name, address, and office symbol here

Use space below for business names, aliases, changes of address and any other information that may assist in locating accounts.

E. L. & E. J. Lustgarten

ADDITIONAL INFORMATION NECESSARY

☒ Transcript of all assessed liabilities outstanding

☐ Record of any unidentified collections from taxpayer

☐ Complete collection activity information

☐ Other _____

Over

U. S. GOVERNMENT PRINTING OFFICE: 1958 O - 108039

OCT 8

Form 668
(REV. NOV. 1961)
(Formerly Form 669)

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE
CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN
(To be used to Release Tax Liens under Section 6325(a), I.R.C. of 1954)

DISTRICT

Jacksonville, Florida

FTL Bk 51 Page 266

SERIAL NUMBER

61R 94281

I hereby certify that as to the following-named taxpayer the requirements of Section 6325(a), Internal Revenue Code of 1954, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by Section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed on May 29th, 1961, is hereby authorized to make notation on his books to show the release of said lien, insofar as the lien relates to the following taxes.

NAME OF TAXPAYER

RESIDENCE OR PLACE OF BUSINESS Edward

~~Edward L. & Edna J. Lustgarten~~

6961 89

~~6961 Carlyle Avenue, Miami Beach, Florida~~

TYPE OF TAX AND PERIOD (a)	ASSESSMENT DATE (b)	REFERENCE NO. (c)	AMOUNT OF ASSESSMENT (d)
Income ▲ 1959	10-21-60	60-ME-30022	983.75

PLACE OF FILING

Clerk of the Circuit Court
Dade County
Miami, Florida

TOTAL	\$
-------	----

983.75

WITNESS my hand at Jacksonville, Florida, on this,

the 20th day of November, 19 62

DISTRICT DIRECTOR OF INTERNAL REVENUE

BY (Signature)

TITLE

Laurie W. Tomlinson

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of this document. G.C.M. 26419, C.B. 1950-1, 125.)

PART 3 - To be used for recording purposes

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND
FOR DADE COUNTY. IN CHANCERY

NO. 62C 10498 (Eaton)

ROBERTO FERRO,

Plaintiff,

-vs-

RODOLFO MASFERRER, THERESA
BETANCOURT MASFERRER, his
wife, EDWARD L. LUSTGARTEN,
UNITED STATES OF AMERICA,
SOL M. SCHIMMEL and IRWIN
S. MORSE, M.D.,

Defendants.

A F F I D A V I T

STATE OF FLORIDA)
COUNTY OF DADE) ss.:

BEFORE ME, the undersigned authority, duly authorized
to administer oaths and take acknowledgments, personally appeared
W. F. ESSLINGER, who, being by me first duly sworn, deposes and
says:

That he is a duly practicing attorney of the State
of Florida; that he is familiar with the amount of attorney's fees
customarily paid in mortgage foreclosure proceedings in ~~the~~ *Dade County,*
State of Florida; that he has examined the file in the above
and foregoing cause, and that from his examination of the file,
in his opinion, a reasonable attorney's fee to be allowed
Plaintiff's Attorney is \$ *814.43*

W. F. ESSLINGER

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 27th
day of November, 1962.

Henrietta Truett
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires 11/1/65.
Bonded by American Surety Co. of N. Y.

Know All Men By These Presents.

That RUTH C. FOX,

party of the first part, in consideration of the sum of Ten and no/100 (\$10.00) - - - and other valuable consideration - - Dollars, lawful money of the United States, to her in hand paid by

ROBERTO FERRO,

party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain indenture of mortgage bearing date the 26th day of October, in the year one thousand nine hundred and fifty-nine made by RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife, and recorded in ~~Mortgage Book~~ ~~Official Records, Book 171~~ page 107, public records of Dade County, Florida, upon the following described piece or parcel of land, situate and being in Dade County, State of Florida, to-wit:

Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, at Page 113, of the Public Records of Dade County, Florida

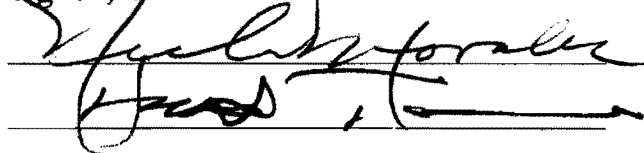
This assignment is made without recourse of any kind against the Assignor.

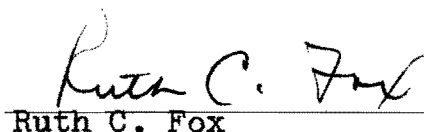
Together with the note or obligation described in said Mortgage, and the moneys due and to become due thereon, with interest from the day of , 19

To Have and to Hold the same unto the said party of the second part, his heirs and assigns forever.

In Witness Whereof she have hereunto set her hand and seal, the 17th day of September, in the year one thousand nine hundred and sixty-two.

Signed, Sealed and Delivered in Presence of;




Ruth C. Fox



State of Florida,

County of Dade

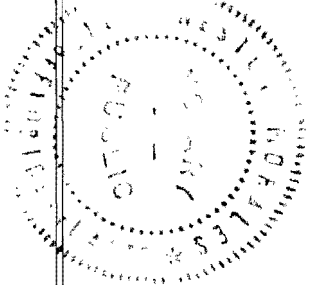
I HEREBY CERTIFY, That on this 17th day of September, in the year of our Lord one thousand nine hundred and sixty-two before me personally came RUTH C. FOX,

to me known to be the individual described in and who executed the within and foregoing assignment, and who acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Miami, said County and State, on the day and year above written.

My Commission Expires 4/1/63

Notary Public, State of Florida at Large



Assignment

OF MORTGAGE

STATE OF FLORIDA,

County of

TO

Date

HAROLD TANNEN

950 S. EXPLORE Bldg

MIAMI, FLORIDA

FILED TO RECORD

SEP 18 PM 3:25

CLERK OF COURT
DADE CO. FLA.

STATE OF FLORIDA } ss.
COUNTY OF DADE }

This instrument was filed for record

SEP 18 1962

and duly recorded in OFFICIAL RECORDS
BOOK 5329 on PAGE 76

Record verified.
E. B. LEATHERMAN, Clerk Circuit Court
By D. G.

1.75

62C 10498

PROMISSORY NOTE

\$6,909.07

Miami, Florida
October 26, 1959

683 1113
T.B.M.

AFTER DATE, FOR VALUE RECEIVED, WE promise to pay to the order of RUTH C. FOX, the sum of SIX THOUSAND NINE HUNDRED NINE and 07/100 DOLLARS, together with interest thereon from date at the rate of SIX (6%) PERCENT per annum, with both principal and interest being payable as follows: The sum of FIFTY (\$50.00) DOLLARS on December 10, 1959, and a like sum of FIFTY (\$50.00) DOLLARS on the same date in each succeeding month until and including September 1964, at which time the entire balance of principal and accrued interest shall become due and payable. Each such installment of principal and interest shall be applied first against accrued interest, the balance against principal.

Interest shall be computed on the principal balance as it shall exist from time to time.

The obligation evidenced by this note may be prepaid in whole or in part, at any time, without penalty.

The indebtedness evidenced by this note is secured by a Purchase Money Mortgage of even date herewith, encumbering Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, at Page 113, of the Public Records of Dade County, Florida.

Failure to pay any installment when due shall cause the entire outstanding principal to become due and payable forthwith or thereafter at the option of the holder hereof. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case 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.

Rodolfo Masferrer (Seal)
Rodolfo Masferrer

Theresa Betancourt Masferrer (Seal)
Theresa Betancourt Masferrer

PAY TO THE ORDER OF ROBERTO FERRO, WITHOUT RECOURSE.

DATED: Miami, Florida, September 17, 1962.

Ruth C. Fox
RUTH C. FOX

MORTGAGE DEED

PAPCO'S FORM R. E. 6

PAPCO PUBLISHING CORPORATION
MIAMI 27, FLORIDA

This Mortgage Deed, Executed the 26 day of October,

A. D. 1959, by RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER,

his wife,

hereinafter called the Mortgagor S, to RUTH C. FOX

hereinafter called the Mortgagee_____.

WITNESSETH, That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note_____ of even date herewith, hereinafter described, the said Mortgagor S do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee_____, her heirs and assigns in fee simple, all the certain tract of land, of which the said Mortgagor S are now seized and possessed, and in actual possession, situate in Dade County, State of Florida, described as follows

Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, at Page 113, of the Public Records of Dade County, Florida.

THIS IS A PURCHASE MONEY MORTGAGE and is a second mortgage subject, only, to that certain mortgage made to First Federal Savings and Loan Association, of Miami, Florida, dated October 21st, 1959, recorded under Clerk's File No. 59R193324, among the Public Records of Dade County, Florida, securing an indebtedness in the original principal sum of \$16,000.00.

The Mortgagors do hereby covenant and agree to comply with and abide by all of the terms and provisions of said first mortgage and the promissory note secured thereby, and further covenant and agree that any default in the aforesaid mortgage or the promissory note secured thereby shall simultaneously constitute a default under the within Mortgage within the contemplation of Paragraph "7" hereinafter appearing.

Received 1382 In payment of taxes due on Class "C" Intangible Personal Property, pursuant to Chapter 20724, Laws of Florida Acts of 1941.

EARL S. OVERSHEEY, Tax Collector, Dade Co., Fla.
E. B. LEATHERMAN, Clerk, as Agent

Ruth C. Fox
Deputy
47167- 10/26/59

DADE
COUNTY

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
OCT 26 '59
COMPTROLLER
P.B. 190118
690

TO HAVE AND TO HOLD the same together with the tenements, hereditaments, and appurtenances, unto the said Mortgagee, and her heirs and assigns, fee simple.

AND the said Mortgagor s, ~~for themselves~~^{es} and for their heirs, legal representatives and assigns do covenant with said Mortgagee her heirs, legal representatives and assigns that said Mortgagor s, are indefeasibly seized of said land in fee simple that the said Mortgagor s have full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee, her heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances; that said Mortgagor, her heirs and legal representatives, will make such further assurance to perfect the fee simple title to said land in said Mortgagee, her heirs, legal representatives and assigns, as may reasonably be required; and that said Mortgagor s do 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 s, their heirs, legal representatives or assigns, shall pay unto the said Mortgagee, her legal representatives or assigns, the certain promissory note, of which the following in words and figures is a true copy, to-wit:

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate thereby created shall cease and be null and void.

AND the said Mortgagor s, for themselves and their heirs, legal representatives and assigns, hereby covenant and agree:_____:

PROMISSORY NOTE

\$6,909.07

**Miami, Florida
October 26, 1959**

12M
TBM
AFTER DATE, FOR VALUE RECEIVED, WE promise to pay to the order of RUTH C. FOX, the sum of SIX THOUSAND NINE HUNDRED NINE and 07/100 DOLLARS, together with interest thereon from date at the rate of SIX (6%) PERCENT per annum, with both principal and interest being payable as follows: The sum of FIFTY (\$50.00) DOLLARS on December 10, 1959, and a like sum of FIFTY (\$50.00) DOLLARS on the same date in each succeeding month until and including September 1964, at which time the entire balance of principal and accrued interest shall become due and payable. Each such installment of principal and interest shall be applied first against accrued interest, the balance against principal.

Interest shall be computed on the principal balance as it shall exist from time to time.

The obligation evidenced by this note may be prepaid in whole or in part, at any time, without penalty.

The indebtedness evidenced by this note is secured by a Purchase Money Mortgage of even date herewith, encumbering Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, at Page 113, of the Public Records of Dade County, Florida.

Failure to pay any installment when due shall cause the entire outstanding principal to become due and payable forthwith or thereafter at the option of the holder hereof. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case 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.

RODOLFO MASFERRER (Seal)
Rodolfo Masferrer

THERESA BETANCOURT MASFERRER (Seal)
Theresa Betancourt Masferrer

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

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said described property, each and every, and if the same be not promptly paid the said Mortgagee—, her heirs, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per cent. per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee—, her heirs, legal representatives or assigns, because of the failure on the part of the said Mortgagor s, their heirs, legal representatives or assigns to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note— and this deed, or either, and every such payment shall bear interest from date at the rate of six per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in ~~any amount~~ such amount as to prevent any party in interest from bearing any part of the risk, ~~in a company or companies~~ to be approved by said Mortgagee—, and the policy or policies held by and payable to said Mortgagee—, her heirs, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee—, her heirs, legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor s to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of six per cent. per annum.

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

6. To perform, comply with, and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note—, and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within 30 days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note— and this deed, or either, are not fully performed, complied with and abided by, the said aggregate sum mentioned in said promissory note— shall become due and payable forthwith or thereafter at the option of the Mortgagee—, her heirs, legal representatives or assigns, as fully and completely as if the said aggregate sum of -----\$6,909.07----- dollars were originally stipulated to be paid on such day, anything in said promissory note— or herein to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Mortgagor s, have hereunto set their hands and seal s the day and year first above written.

Signed, sealed and delivered in presence of us:

[Signature]

[Signature] (Seal)
Rodolfo Masferrer

[Signature] (Seal)
Theresa Betancourt Masferrer

STATE OF FLORIDA,

County of Dade

SS.

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife,

to me personally known, this day personally appeared and acknowledged before me that they executed the foregoing mortgage, and I FURTHER CERTIFY that I know the said person s making said acknowledgment to be the individual s described in and who executed the said mortgage. AND I FURTHER CERTIFY that said THERESA BETANCOURT MASFERRER is known to me to be the wife of said RODOLFO MASFERRER and that she this day acknowledged to and before me, separately and apart from her said husband, that she executed the said mortgage deed for the purpose of renouncing and relinquishing her dower right of dower and separate estate in and to the lands therein described, and that she executed the same freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami said County and State, this 26th day of October A. D. 1959.

My commission expires: _____

Notary Public.

Notary Public, State of Florida at Large
My Commission Expires Aug. 17, 1962
Bonded by American Surety Co. of N. Y.

Mortgage Deed

PAPCO'S FORM R. E. 6

To

Dated _____, 19____

Abstract of Description

Filed for record on the _____ day of _____, 19____, and re-

corded in Mortgage Book _____, Page _____

public records of _____

County, Florida.

Clerk Circuit Court.

PAPCO PUBLISHING CORPORATION, MIAMI 37, FLORIDA

690 59R196148

RECORDED
OCT 26 1959

RECORDED
OCT 26 1959

Mae
for

STATE OF FLORIDA }
COUNTY OF DADE }

This instrument was filed for record

OCT 26 1959 at _____ M.

and duly recorded in OFFICIAL RECORDS

BOOK 1711 PAGE 109

Recorded by _____

E. J. BARKER, Clerk Circuit Court

By _____ D. C.

400

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND
FOR DADE COUNTY. IN CHANCERY

NO. 62C 10498 (Eaton)

ROBERTO FERRO,

Plaintiff,

-vs-

RODOLFO MASFERRER, THERESA
BETANCOURT MASFERRER, his
wife, EDWARD L. LUSTGARTEN,
UNITED STATES OF AMERICA,
SOL M. SCHIMMEL and IRWIN
S. MORSE, M.D.,

Defendants.

AFFIDAVIT OF PROOF

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, duly authorized
to administer oaths and take acknowledgments, personally
appeared NESTOR MORALES, who, being by me first duly sworn,
deposes and says:

1. That he is the Attorney for the Plaintiff in
the above and foregoing cause.

2. That on October 26, 1959, the Defendants,
RODOLFO MASFERRER and THERESA BETANCOURT MASFERRER, his wife,
became indebted to RUTH G. FOX, in the sum of \$6,909.07, and as
evidence of their indebtedness, they did execute their promissory
note, dated October 26, 1959, in the principal sum of \$6,909.07,
in favor of RUTH G. FOX. The said note provided for the payment
of principal plus interest at the rate of 6% per annum, in monthly
installments of \$50.00, commencing December 10, 1959, and continuing
until and including September 1964, at which time the entire
balance of principal and accrued interest would become due and
payable.

3. That to further secure the said obligation, the
Defendants, Rodolfo Masferrer and Theresa Betancourt Masferrer,
his wife, executed its mortgage encumbering that certain property
described as follows:

LOT 7, in BLOCK 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, at Page 113, of the Public Records of Dade County, Florida.

that the said mortgage deed was dated October 26, 1959, filed October 26, 1959, and recorded in Official Records Book 1711, Page 107, of the Public Records of Dade County, Florida.

4. The above note and mortgage deed were assigned by Ruth G. Fox to ROBERTO FERRO, plaintiff herein, on September 17, 1962; the assignment of mortgage was filed September 18, 1962, and recorded in Official Records Book 3329, Page 76, of the Public Records of Dade County, Florida.

5. That the Defendants have failed to make the payments on the note in question, and are in arrears in the payment of said note for the months of May, June, July, August, September, October and November, 1962, each in the sum of \$50.00, plus interest from May 10, 1962.

6. Affiant further deposes and says that neither Rodolfo Masferrer and Theresa Betancourt Masferrer, his wife, nor any one in their behalf, paid the following taxes due and owing on the premises, to wit: 1961 Dade County real property taxes, and 1961 City of Miami real property taxes; that in order to redeem the said taxes, the plaintiff was required to pay the following sums:

1961 Dade County real property taxes ----- \$ 411.65

1961 City of Miami real property taxes -- 354.55

plus \$3.00 redemption cost. The Plaintiff was required to pay a total of \$769.20, in redeeming said taxes.

7. Affiant further deposes and says that neither Rodolfo Masferrer and Theresa Betancourt Masferrer, his wife, nor any one in their behalf, made the mortgage payments due to First Federal Savings and Loan Association of Miami, Florida, on the first mortgage encumbering the subject premises, and that the Plaintiff was required to pay the sum of \$462.00, to said Bank, to cover the payments due for the months of July, August and September, 1962.

8. By reason of the premises, and in accordance with the terms of the note and mortgage, there is now due the Plaintiff the principal sum of \$6,430.15, plus interest, together with costs, fees, charges and expenses of this suit, and the title to the Plaintiff in and to the said ^{mortgaged} premises has become absolute, subject only to the equity of the Defendants herein.

9. It became and was and still is necessary that the services of attorneys at law be procured by the Plaintiff to endeavor to collect the sums and amounts due him, and secured by said mortgage and note, and to conduct these proceedings, for the foreclosure of the mortgage herein sued upon. Plaintiff has employed the attorney whose name is signed to the Bill of Complaint to protect his interests under said mortgage and note, and to endeavor to collect the moneys due him and to conduct this suit. Plaintiff has covenanted and agreed to pay to said attorney a reasonable fee to be ascertained and fixed by this court for his services in and about this suit, the payment of which fee is secured by the mortgage herein sued upon, and is an expense reasonably incurred by the Plaintiff and occasioned solely by the default on the part of the Defendants to perform, comply with and abide by the terms, conditions and covenants of said note and mortgage.

10. That the amount due and owing to the Plaintiff, as of this date is as follows:

Principal -----	\$ 6,430.15
Interest -----	213.23
Total -----	<u>\$6,643.38</u>

11. Affiant submits herewith in proof of his claim the promissory note, original mortgage deed, and original assignment of mortgage from Ruth C. Fox to Roberto Ferro.


Nestor Morales

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 27
day of November, 1962.


Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires Oct. 24, 1965.
Bonded by American Surety Co. of N. Y.

FILED 4 01 1962

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND
FOR DADE COUNTY. IN CHANCERY

NO. 62C 10498 (Eaton)

ROBERTO FERRO,
Plaintiff,

-vs-

RODOLFO MASFERRER, THERESA
BETANCOURT MASFERRER, his
wife, EDWARD L. LUSTGARTEN,
UNITED STATES OF AMERICA,
SOL M. SCHIMMEL and IRWIN
S. MORSE, M.D.,

Defendants.

FINAL DECREE OF FORECLOSURE

Filed this 30 day of Nov A.D. 1962
recorded this 4 day of Nov A.D. 1962
In Chancery Order Book 1641 on Page 111
E. B. LEATHERMAN,
Clerk Circuit Court

By J. B. Boyd D.O.

THIS CAUSE came on before me this day for final
hearing, upon the Sworn Bill of Complaint of the Plaintiff,
and the Decree Pro Confesso entered against all of the above-
named Defendants, and upon the evidence submitted by the Plaintiff,
it is hereby

ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The equities of this cause are with the Plaintiff and he is entitled to maintain this suit, and this Court has jurisdiction of the subject matter and the parties hereto.
2. The decrees pro confesso entered against the Defendants be and the same are hereby confirmed, ratified and made absolute.
3. The note and mortgage herein sought to be fore-
closed was duly and legally executed and delivered and recorded
as Plaintiff's Bill avers, and the said note and mortgage was and
does constitute a good, valid and subsisting lien upon the mortgaged
property hereinafter described, and the terms, conditions and
covenants of said mortgage is as stated in Plaintiff's Bill of
Complaint.
4. That the said mortgage dated October 26, 1959,
in the original principal sum of \$6,909.07, is in default, because
the Defendants failed to pay the mortgage payment due on May 10,

Return to home

1962, in the sum of \$50.00, and failed to pay any of the subsequent payments due and owing on the said mortgage since said date.

5. The Court finds that the said mortgage deed and note, dated October 26, 1959, were assigned by RUTH C. FOX to ROBERTO FERRO, plaintiff herein, on September 17, 1962; the said Assignment of Mortgage was filed Sept. 18, 1962, and recorded in Official Records Book 3329, Page 76, of the Public Records of Dade County, Florida.

6. There is now due the Plaintiff from the Defendants, upon the said note and mortgage, the following sums:

Balance due on Mortgage - Principal -----	\$ 6,430.15	✓
Interest from May 10, 1962 to date -----	213.23	✓
E.B. Leatherman - filing fee -----	17.50	✓
Thomas J. Kelly, Sheriff's fee for services ---	21. 00	✓
E.B. Leatherman - amount paid to redeem real estate taxes -----	769.20	✓
First Federal Savings & Loan Assn. of Miami, mortgage payments on first mortgage -----	<u>462.00</u>	✓
Total -----	\$ 7913.08	

7. There is also due to the Plaintiff from the Defendants, all other costs of this suit and of this Court, and the officers thereof, including the costs of the sale hereinafter provided for in the event of a default in the payment of the sum hereinafter required to be paid within the time specified herein.

8. The Plaintiff has agreed and promised to pay his attorney of record herein for his services in and about this suit a reasonable attorney's fee to be fixed by this Court, and this Court hereby finds and decrees that \$ 850.00 ✓ is a reasonable attorney's fee to be allowed the Plaintiff for the services of his attorney herein, which sum is also due and owing to the Plaintiff.

9. The lien of the Plaintiff upon the mortgaged property hereinafter described, is prior, superior and paramount to all rights, claims, interests, encumbrances and equities therein of the Defendants, and each of them, and all persons claiming, through, by, or under them.

10. The Defendants, or some of them, are liable for the payment of the said mortgage note and interest thereon, and for the payment of all sums herein found to be due the Plaintiff under said mortgage.

11. Unless the Defendants, or some of them, shall within five (5) days from the entry of this decree pay to the Plaintiff, or his attorney, the sum hereinabove specified, to wit:

Balance due on Mortgage - Principal -----	\$ 6,430.15
Interest from May 10, 1962, to date -----	213.23
E.B. Leatherman - filing fee -----	17.50
Thomas J. Kelly, Sheriff's fee for services --	21.00
E.B. Leatherman - amount paid to redeem real estate taxes -----	769.20
First Federal Savings & Loan Assn. of Miami, mortgage payments on first mortgage -----	462.00
TOTAL _____	\$ 7,913.08
Attorney's Fees -----	\$ 850
TOTAL -----	\$ 8763.08

and all other costs of this suit, as aforesaid, the said mortgaged property, described as follows:

LOT 7, in Block 58, of BRICKELL HAMMOCK
UNIT #1, according to the Plat thereof,
recorded in Plat Book 5, Page 113, of the
Public Records of Dade County, Florida.]

and each and every part thereof, so far as may be necessary to satisfy this decree, shall be sold to the highest and best bidder, for cash at public outcry at the South Door of the Courthouse, in Dade County, Florida, free, clear, discharged of any and all claims, liens, encumbrances, rights, equities and interests of the Defendants hereto, and any and all persons, firms, corporations, claiming by, through or under them, at a sale to be held on December 19, at 11 A.M., by the Clerk of this Court, who is hereby directed to make said sale on said date upon the terms and conditions set forth in this decree.

12. After the filing of the Certificate of Title, the Clerk of this Court is directed to disburse and apply the proceeds of said sale in the following manner:

- (a) His fee in the amount of \$5.00.
- (b) The fees and costs of the officers of this court and of the Plaintiff in this suit.
- (c) The sum of \$ 850.⁰⁰ to the attorney for the Plaintiff in this suit.
- (d) The sum of \$7,913.08, said sum being as found above to be due the Plaintiff.
- (e) The remaining sum, if there be any, to be deposited in the registry of the Court, there to remain until disbursed in accordance with the further orders of this court.
- (f) Should the Plaintiff be the highest and best bidder for and purchaser of the property at the sale, the Clerk shall credit on the bid of the Plaintiff the total sum herein found due the Plaintiff, or such portion thereof as may be necessary to fully pay the bid of the Plaintiff.

13. Upon the filing of the certificate of title, the Defendants, and all claimants by, through, under or against them, and any and all assets, estates, rights, title, interests, claims, demands and equities of redemption in and to the said mortgaged property and premises, and every part and parcel thereof, and upon production of a certificate of title, the premises shall be yielded to the purchasers at said sale or his authorized agent.

14. This Court retains jurisdiction of this cause for the purposes of making any and all further orders and decrees herein as may be meet in equity.

DONE AND ORDERED in Chambers, at the Dade County Courthouse, Miami, Florida, this 30 day of November, 1962.

Joe E. Eaton
CIRCUIT JUDGE

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA IN AND
FOR DADE COUNTY.

CHANCERY NO.

62C 10498

ROBERTO FERRO

Plaintiff,

-vs-

RODOLFO MASFERRER, et ux,
et al

Defendant, s

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN pursuant to a Final Decree
of Foreclosure dated NOVEMBER 30, 1962, and entered
in Chancery Case No. 62C 10498 of the Circuit Court of the
Eleventh Judicial Circuit in and for Dade County, Florida wherein
ROBERTO FERRO Plaintiff,
and RODOLFO MASFERRER, et ux, et al Defendant s,
I will sell to the highest and best bidder for cash at the South
front door of the Dade County Courthouse in Miami, Dade County,
Florida at 11:00 o'clock A.M., on the 19, day of DECEMBER
1962, the following described property as set forth in said
Final Decree, to-wit:

Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1,
according to the Plat thereof, recorded in Plat
Book 5, Page 113, of the Public Records of Dade
County, Florida.

Dated this 7 day of DECEMBER, 1962.

Copy of notice given
to Review to publish
12/10/62

E. B. LEATHERMAN
Clerk of said Circuit Court

BY Marguerite Morford
Deputy Clerk

CT.CT. SEAL

NOTICE OF FORECLOSURE SALE
IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR DADE
COUNTY, CHANCERY NO. 62C 10498
ROBERTO FERRO
Plaintiff,
-vs-
RODOLFO MASFERRER, et ux et al
Defendants
NOTICE IS HEREBY GIVEN pur-
suant to a Final Decree of Foreclosure
dated November 30, 1962, and entered
in Chancery Case No. 62C 10498 of the
Circuit Court of the Eleventh Judicial
Circuit in and for Dade County, Flor-
ida wherein ROBERTO FERRO Plaim-
tiff, and RODOLFO MASFERRER, et
ux, et al Defendants, I will sell to the
highest and best bidder for cash at
the South front door of the Dade
County Courthouse in Miami, Dade
County, Florida at 11:00 o'clock A.M.,
on the 19, day of December 1962, the
following described property as set
forth in said Final Decree, to-wit:
Lot 7, in Block 58, of BRICKELL
HAMMOCK, UNIT #1, according
to the Plat thereof, recorded in
Plat Book 5, Page 113, of the Public
Records of Dade County, Florida.
Dated this 7 day of December, 1962.
E. B. LEATHERMAN
Clerk of said Circuit Court
(Circuit Court Seal)
BY MARGUERITE MORFORD
Deputy Clerk

6,430.15*
213.23
38.50
850.00
769.20
462.00

8,763.08*

"COST BILL"

MARGUERITE

FERRO

AMOUNT BID \$ 100.00

-vs-

NO. 62C 10498

MASFERRER

DEPOSITED \$ _____

AMOUNT DUE UNDER DECREE

\$ 8,763.08

Principal
Interest
Cost to date of Decree
Attorney's Fee
Redemption of real estate taxes
Payments of first mortgage

6,430.15
213.23
38.50
850.00
769.20
462.00

CLERK'S FEE

\$ 5.00

MIAMI REVIEW - Publication

\$ 7.00

TAXES

\$ _____

SHERIFF'S COSTS

Recording Fee

TOTAL

\$ 1.75

REVENUE STAMPS

State \$ 20
Federal \$ 55

\$ _____

GRAND TOTAL

\$ 14.50

CHattel - HELD BY:

BIDDER NO. _____

NAME: _____

ADDRESS: _____

PHONE NO: _____

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT OF FLORIDA IN AND FOR DADE COUNTYNo. 62C 10498

ROBERTO FERRO

Plaintiff,

-vs-

RODOLFO MASFERRER, et ux
et al

Defendant.

CERTIFICATE OF SALE

I, E. B. LEATHERMAN, Clerk of the above entitled Court do hereby Certify that pursuant to the directions of the Court in its Final Decree of Foreclosure entered herein, I gave notice of Public Sale of the mortgaged property described in said decree by publishing same in MIAMI REVIEW, a newspaper circulated in Dade County, Florida, in the manner evidenced by Proof of Publication hereto attached, and on the 19 day of DECEMBER, 1962, offered the mortgaged property described as follows:

Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, Page 113, of the Public Records of Dade County, Florida.

FILED FOR RECORD

DEC 19 4 17 PM 1962

E. B. LEATHERMAN
CLERK, CIRCUIT COURT, FLA.

for sale at public outcry to the highest and best bidder for cash, and at such sale the highest and best bid received for said property was that submitted by ROBERTO FERRO

being a bid in the amount of \$ 100.00, and I thereupon accepted such bid and sold said property to the said ROBERTO FERRO

c/o Nestor Morales, 456-458 Pan American Bank Building, Miami, Fla

and have retained the proceeds of such sale for distribution in accordance with the directions of said decree.

I have received my fee of Five Dollars (\$5.00) for making the sale, same being paid by ROBERTO FERRO

WITNESS my hand and the official seal of this Honorable Court, this 19 day of DECEMBER, 1962.

E. B. LEATHERMAN, Clerk

By Marguerite Morales
Deputy Clerk

CT. CT. SEAL

Filed this 19 day of Dec A.D. 1962
recorded this 20 day of Dec A.D. 1962
in Chancery Order Book 1645 on Page 528

E. B. LEATHERMAN,
Clerk Circuit Court

By B. B. [Signature] D. B.

Record. Return to Marguerite

MIAMI REVIEW
AND DAILY RECORD

Published Daily except Saturday and Sunday.
Miami, Dade County, Florida.

BOOK 1645 PAGE 529

STATE OF FLORIDA
COUNTY OF DADE:

Before the undersigned authority personally appeared G. A. Coup, who on oath says that he is the publisher of the Miami Review and Daily Record, a daily (except Saturday and Sunday) newspaper, published at Miami in Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement or Notice in the matter of

62C 10498

ROBERTO FERRO

vs.

RODOLFO MASFERRER, et ux, et al

In the Circuit Court.
was published in said newspaper in the issues of

December 10, 1962

Affiant further says that the said Miami Review and Daily Record is a newspaper published at Miami, in said Dade County, Florida, and that the said newspaper has heretofore been continuously published in said Dade County, Florida, each day (except Saturday and Sunday) and has been entered as second class mail matter at the post office in Miami, in said Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 10th

day of December, A. D. 1962

Notary Public, State of Florida at Large.

(SEAL)

My Commission expires June 15, 1963.

NOTICE OF FORECLOSURE SALE
IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR DADE
COUNTY, CHANCERY NO. 62C 10498
ROBERTO FERRO
Plaintiff,
-vs-
RODOLFO MASFERRER, et ux et al
Defendants.
NOTICE IS HEREBY GIVEN pursuant to a Final Decree of Foreclosure dated November 30, 1962, and entered in Chancery Case No. 62C 10498 of the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida wherein ROBERTO FERRO Plaintiff, and RODOLFO MASFERRER, et ux, et al Defendants, I will sell to the highest and best bidder for cash at the South front door of the Dade County Courthouse in Miami, Dade County, Florida at 11:00 o'clock A.M., on the 19, day of December 1962, the following described property as set forth in said Final Decree, to-wit:
Lot 7, in Block 58, of BRICKELL HAMMOCK, UNIT #1, according to the Plat thereof, recorded in Plat Book 5, Page 113, of the Public Records of Dade County, Florida.
Dated this 7 day of December, 1962.
E. B. LEATHERMAN
Clerk of said Circuit Court
(Circuit Court Seal)
BY MARGUERITE MORFORD
Deputy Clerk

SALE OF:

Lot 7, Block 58, BRICKELL HAMMOCK, UNIT #1,
Plat Book 5, Page 113

SALE DATE: DEC 19, 1962

CHANCERY NO. 62C 10498

[illegible][illegible]

FILED
JAN 3 4 39 PM 1963
CLERK OF CIRCUIT COURT
DADE COUNTY, FLA.

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR DADE
COUNTY, FLORIDA

CHANCERY NO. 62C 10498

ROBERTO FERRO

Plaintiff,

-vs-

RODOLFO MASFERRER, etux,
etal

Defendant.s

REPORT AND
CERTIFICATE OF DISBURSEMENTS:

I, E. B. LEATHERMAN, Clerk of the Circuit Court in compliance with the Final Decree entered in the above entitled cause did sell to

ROBERTO FERRO

the property described therein and made this Report and Certificate of Disbursements:

Amount Due Plaintiff under Decree	\$ 8,763.08
Cost paid by Plaintiff	\$ <u>14.50</u>
Total Amount Due Plaintiff under Decree	\$ 8,777.58
Amount Bid and Credited to Plaintiff	\$ <u>100.00</u>
Leaving a Deficiency of	\$ 8,677.58

Disbursements:

Pd. E.B. LEATHERMAN, CLERK (FEE) \$	5.00
PD. MIAMI REVIEW	7.00
PD. E.B. LEATHERMAN, CLERK (ST. ST.)	.20
PD. E.B. LEATHERMAN, CLERK (FED. ST.)	.55
PD. E.B. LEATHERMAN, CLERK (RECD FEE)	1.75
	<u>14.50</u>

WITNESS my hand and Official Seal of this Honorable Court, this 3 day of
JANUARY A.D., 19 63.

Filed this 3 day of Jan A.D. 19 63
recorded this 4 day of Jan A.D. 19 63
in Chancery Order Book 6418 on Page 189

E. B. LEATHERMAN,
Clerk Circuit Court

By E. B. Leatherman D.S.

E. B. LEATHERMAN
Clerk Circuit Court

By Marguerite Morford Deputy Clerk

CT. CT. SEAL

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA IN AND
FOR DADE COUNTY

NO. 62C 10498

ROBERTO FERRO

Plaintiff,

vs-

RODOLFO MASFERRER, et ux, et al

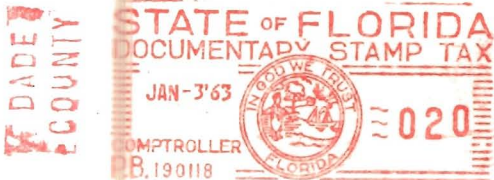
Defendant s.

CERTIFICATE OF TITLE

I, E. B. LEATHERMAN, Clerk of the above entitled Court, DO HEREBY CERTIFY that heretofore, on the 19 day of DECEMBER 19 62, I executed and filed herein my Certificate of Sale of the mortgaged property, and that no objections to such sale have been filed herein on or before the date hereof, and that 10 days have elapsed since the filing of said Certificate of Sale.

That, as recited in said Certificate of Sale, the mortgaged property described as follows, to-wit:

Lot 7, in Block 58, of BRICKELL HAMMOCK UNIT #1, according to the Plat thereof, recorded in Plat Book 5, Page 113, of the Public Records of Dade County, Florida.



JAN 3 2 55 PM 1963
CLERK OF CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT
DADE COUNTY, FLORIDA

was sold by me to ROBERTO FERRO

c/o Nestor Morales

456-458 Pan American Bank Building, Miami, Fla

who now has title thereto.

WITNESS my hand and the official Seal of this Honorable Court, this 3 day of JANUARY 19 63.

State of Florida, County of Dade,
This instrument was filed for record and recorded this 3 day of Jan 1962 at 3:55 P M.
and duly recorded in Chancery Order Book 1648,
on page 363, and in Official Records Book 3475,
on page 1 File No. 62R 1714.

E.B. Leatherman,
Clerk Circuit Court

E. B. LEATHERMAN, Clerk

By Marguerite Morford D.C.

CT.CT. SEAL

By FB Jenkins D.C.

20 638 1714 ✓✓
10

FILED FOR RECORD
Baichell Warrick 1
'63 JAN 3 PM 3:55
5-8

E.B. LEATHERMAN
CLERK CIRCUIT COURT
DADE CO. FLA.

Cle
Fer

STATE OF FLORIDA } S.S.
COUNTY OF DADE }
This instrument was filed for record
JAN 3 1963 at M.

and duly recorded in OFFICIAL RECORDS
BOOK 3475 on PAGE 1
Record verified.
E. B. LEATHERMAN, Clerk Circuit Court
By FB Jenkins D.C.

175

Please return bill with remittance.

62C 10498

JAN 3 1963

Miami, Florida
E. B. LEATHERMAN, Clerk (FERRO VS. MASFERRER)

E. B. LEATHERMAN
Office Clerk Circuit Court
DADE COUNTY, FLORIDA

Received for Record

DEED:	\$ 1.75
MORTGAGE:	\$
AGREEMENT:	\$
ASSIGNMENT:	\$
SATISFACTION:	\$
RELEASE:	\$
	\$
	\$
STATE STAMPS . . .	\$.20
FEDERAL STAMPS . .	\$.55
TOTAL	\$ 2.50

E. B. LEATHERMAN, CLERK

JAN 3 1963

BY W

REVIEW PRINTING COMPANY

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COMMERCIAL and LEGAL PRINTING

REVIEW BUILDING

25 SOUTHWEST SECOND AVENUE

Clerk of the Circuit Court
Law Department
Dade County Courthouse
Miami, Fla.

MIAMI 36, FLORIDA
Dec. 10, 1962

INVOICE

No. 1210008

Terms: Net Cash 10th of Month Following Date of Invoice

Style of Case

Last Insertion Date

Amount

62C 10498

ROBERTO FERRO VS RODOLFO MASFERRER, et ux, et al

Adv ran one time Dec. 10, 1962

\$7.00

PAID

1-4-63

THE REVIEW PRINTING CO.

BY MMR

E. B. LEATHERMAN, CLERK CIRCUIT COURT
METROPOLITAN DADE COUNTY, FLORIDA

THIS RECEIPT NOT VALID UNLESS STAMPED BY CASHIER

RECEIVED OF

\$5.00

62C 10498

NAME

E.B. LEATHERMAN, CLERK (FEE)

FERRO

VS.

MASFERRER

→ SUIT No.

→ AMT. PD.

☐ NEW SUIT 1☒ ACCR'D. COSTS 2☐ CERT. COPIES 3☐ CLERK'S CERT. 4☐ POSTAGE 5

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