

Sevilla Corporation

vs.

Donestuey, Ramon, al

Docket

451

Division

PHILLIP GOLDMAN

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CASE NO.

62C 970

8

CHANCERY

IN CIRCUIT COURT

IN AND FOR

DADE COUNTY, FLORIDA

Sevilla Corporation

Plaintiff....

vs.

Ramon Donestuey, al

Defendant....

Action for

Specific Performance

Salley + Paul

Attorney....for Plaintiff....

This File Must Not Be Withheld from
Clerk's Office Without Leave of Court,

E. B. LEATHERMAN,

Clerk, Circuit Court.

Index AD 156

22-684

JUN 23 4 11 PM 1962

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT OF FLORIDA, IN
AND FOR DADE COUNTY. IN CHANCERY.

NO

62C 970

SEVILLA CORPORATION, a Florida
corporation,

Plaintiff,

-v-

RAMON DONESTEEVEZ and NESTOR MORALES,

Defendants.

PHILLIP GOLDMAN
PHILLIP GOLDMAN

COMPLAINT

1967
JLW

COMES NOW the Plaintiff, SEVILLA CORPORATION, a Florida corporation in good standing, by and through its undersigned attorney, and brings this its complaint for a specific performance or, in the alternative, for damages against RAMON DONESTEEVEZ and NESTOR MORALES, and thereupon states:

1. That on January 2, 1962, the Plaintiff was the owner in fee simple of certain real property described as follows:

Lots 3 and 4 of Block 24 of Revised Plat of CORAL GABLES SECTION "L", according to the Plat thereof recorded in Plat Book 8 at page 85 of the Public Records of Dade County, Florida.

That on said date Plaintiff and Defendants entered into a Deposit Agreement in writing whereby Defendants agreed to buy and Plaintiff agreed to sell said real property for the sum of EIGHTY THOUSAND DOLLARS (\$80,000.00), a true copy of which agreement is attached hereto, marked Exhibit "A" and by this reference made a part hereof as though set forth at length herein. That upon the execution of said agreement, the Defendant RAMON DONESTEEVEZ paid unto Defendant NESTOR MORALES, attorney at law, the sum of EIGHT THOUSAND DOLLARS (\$8,000.00), to be held by him, as escrow agent for the parties, in accordance with the provisions of said agreement of sale.

2. That pursuant to the terms of said agreement for the sale of real property, the Plaintiff, on the 11th day of January, 1962, delivered to the said escrow agent, NESTOR MORALES, a

Warranty Deed to the aforesaid property, conveying all right, title and interest to the said Defendant RAMON DONESTEVEZ, subject to an existing mortgage that was to be assumed by the Defendant RAMON DONESTEVEZ, according to the terms of the Deposit Agreement. A copy of the Warranty Deed is attached hereto, marked Exhibit "B", and by reference made a part hereof as though set forth at length herein.

3. That on or about January 15, 1962, NESTOR MORALES, Attorney for the Defendant RAMON DONESTEVEZ, returned to George H. Salle, Attorney for Plaintiff, the Warranty Deed and other papers relating to the sale, along with a letter of transmittal wherein he stated that the Defendant RAMON DONESTEVEZ would not consummate the purchase of said property.

4. That Plaintiff has duly performed all of the conditions of the said Deposit Agreement and at all times has been ready and willing, and still continues to be ready and willing to fulfill the terms of the Deposit Agreement and convey good and marketable title to the Defendants, subject to the mortgage hereinabove referred to.

WHEREFORE, Plaintiff prays:

1. That this Court take jurisdiction of this cause and of the parties hereto.

2. That the Defendant RAMON DONESTEVEZ be required specifically to perform with the terms of said Deposit Agreement.

3. That in the event the Defendant RAMON DONESTEVEZ fails to perform said Agreement, that the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) presently held by the Defendant NESTOR MORALES as escrow agent, be delivered up to the Plaintiff as liquidated damages, according to the terms of the Deposit Receipt, a copy of which is attached hereto as aforesaid.

4. That the Court grant such further relief as it deems to be necessary and proper.

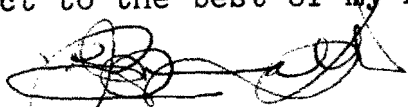
SALLEY & PAUL
Attorneys for Plaintiff
445 Pan American Bank Building
Miami 32, Florida

By: 
Ralph E. Stayer

STATE OF FLORIDA)
: ss.
COUNTY OF DADE)


BEFORE ME, the undersigned authority, personally appeared P. J. SERRALLES, JR., who after being duly sworn on oath deposes and says:

That I am the President of SEVILLA CORPORATION, and as such officer I executed the Deposit Receipt Agreement referred to herein and the Warranty Deed, both of which are attached to the complaint; that I have read the complaint and that the facts contained therein are true and correct to the best of my knowledge.



P. J. Serralles, Jr.

Sworn to and subscribed before me this 25th day of
January, A. D. 1962.



Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 27, 1964

FEB 15 1 50 PM 1962

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

NO. 62C 970 (Goldman)

SEVILLA CORPORATION, a
Florida corporation,

Plaintiff,

-vs-

RAMON DONESTEEVEZ and
NESTOR MORALES,

Defendants.

S T I P U L A T I O N

IT IS HEREBY STIPULATED AND AGREED by the
Plaintiff and the Defendants, by their respective counsel,
that this case be settled and dismissed, upon the following
conditions:

1. The Escrow Agent, NESTOR MORALES, is to
deliver Four Thousand (\$4,000.00) Dollars of the escrow funds
in his possession to the Plaintiff, and Four Thousand
(\$4,000.00) Dollars to the Defendant, RAMON DONESTEEVEZ.

2. The cause will be dismissed, with
prejudice to the Plaintiff, and at the cost of the Plaintiff.

3. The funds will be disbursed by the Escrow
Agent as soon as the order of dismissal is entered in the
case.

DATED: Miami, Florida

February 14, 1962.

SALLEY & PAUL

BY:

Geoff Salley
Attorneys for the Plaintiff

Ramon Donesteevez Defendant

Nestor Morales
Nestor Morales

Attorney for Defendants.

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

No. 62C 970 (Judge Goldman)

SEVILLA CORPORATION, a Florida
corporation,

Plaintiff,

vs.

RAMON DONESTEEVEZ and NESTOR MORALES,

Defendants.

FINAL ORDER OF DISMISSAL

THIS CAUSE coming on to be heard upon Stipulation of the parties, and the Court having examined the Stipulation heretofore filed and being otherwise advised in the premises, it is, therefore:

CONSIDERED, ORDERED and DECREED that the Defendant and Escrow Agent Nestor Morales will deliver up to the Plaintiff, SEVILLA CORPORATION, the sum of FOUR THOUSAND DOLLARS (\$4,000.00) out of that certain escrow fund that is being retained by the Escrow Agent and Defendant, and it is further

CONSIDERED, ORDERED and DECREED that the causes of action heretofore existing by and between the parties be and the same are hereby dismissed with prejudice and costs to the Plaintiff.

DONE and ORDERED at Miami, Florida, this 15th day of February, 1962.

Stacy Goldman
JUDGE, CIRCUIT COURT

FILED this 15 day of Feb A.D. 1962
recorded this 16 day of Feb A.D. 1962
in Chancery Order Book 1576 Page 712
E. B. LEATHERMAN,
Clerk Circuit Court
BN Hapgood

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

THE STATE OF FLORIDA

No.

TO THE DEFENDANT(S): ✓

✓
RAMON DONESTEEVEZ
5921 S. W. 93rd Place
Miami, Florida

AND

✓
NESTOR MORALES
Attorney at Law
Pan American Bank Building
Miami, FloridaFILED FOR RECORD
JAN 5 2 30 PM 1962
CLERK OF CIRCUIT COURT
DADE COUNTY, FLORIDA

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

SEVILLA CORPORATION, a Florida corporation

You are hereby summoned and required to serve upon:

SALLEY & PAUL

Plaintiff's Attorney, whose address is:

445 Pan American Bank Building, Miami 32, Florida

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.

WITNESS my hand and seal of said Court at Miami, Dade County, Florida this _____
day of _____ January _____, A.D., 19 62.

JAN 26 1962

SALLEY & PAUL
Attorneys for Plaintiff
445 Pan American Bank Building
Miami 32, Florida
Att: Ralph E. Stayer
FR 9-1686

E. B. LEATHERMAN
as Clerk of said Circuit Court

By

Deputy Clerk

(Court Seal)

Plaintiff's Attorney

Miami

FLORIDA,

January 2,

62

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Receipt is hereby acknowledged of the sum of:

EIGHT THOUSAND and 00/100 Dollars (\$ 8000.00)

from

as a deposit on account of the purchase price of the following described property upon the terms and conditions as stated herein:

Description of property: LOTS 3 and 4, BLOCK 24, CORAL GABLES, SECTION L, Plat Book 8, Page 85, Public Records of Dade County, Florida, commonly known as 162 ALCAZAR, Coral Gables, Florida, consisting of 7 stores, 32 furnished hotel rooms, 1 furnished one bedroom apartment, furnished lobby and office, 30 bathrooms and 9 lavatories.

The furniture and furnishings are particularly described in the inventory to be attached hereto and made a part hereof.

Purchase price: EIGHTY THOUSAND and 00/100 Dollars (\$ 80,000.00)

Terms and conditions of sale: The premises will be sold subject to a presently existing mortgage in the approximate amount of \$40,000.00, with interest at 6%, payable \$488.00 per month, including principal and interest. The balance of the purchase price, of which the above deposit in escrow is a part, is to be paid in cash at time of closing.

The buyer is to have the premises inspected for termites. If there are any, they will be eradicated at the seller's expense. The buyer is to have the roof inspected. If it is not in good condition, it will be replaced or repaired by the seller, at seller's expense.

IF THIS OFFER IS NOT ACCEPTED BY THE SELLER WITHIN THREE (3) DAYS, the escrow check is to be returned to the buyer, and the contract will be cancelled.

Deferred payments to bear interest at the rate of _____ per cent per annum, payable as follows:

Taxes, insurance, interest, ~~maintenance~~, rents and other expenses or revenue of said property shall be paid, assumed or pro-rated as follows: _____ as of date of closing.

Certified liens shall be paid, assumed or pro-rated as follows: _____

Pending liens shall be paid, assumed or pro-rated as follows: _____ for existing improvements. NONE.

It is understood and agreed that this property is being sold and purchased subject to the restrictions and limitations of record common to the neighborhood, and subject to any easements for public utilities, which may be of record, or may become liens through pending legislation before consummation of contract.

It is agreed that this transaction shall be closed and the purchaser shall pay the balance of the purchase price and execute all papers necessary to be executed by him for the completion of his purchase within 15 days from delivery or tender to him of an abstract of the said property; otherwise the sum this day paid shall be retained by the seller or agent as liquidated and agreed damages, and the parties hereto shall be relieved from all obligations under this instrument.

The seller is to furnish an abstract showing his title to be good and marketable and or insurable, but in the event that the title shall not be found good and marketable, the seller agrees to use reasonable diligence to make the said title good and marketable, and shall have a reasonable time to do so, and if after reasonable diligence on his part said title shall not be made good and marketable within a reasonable time, the seller shall return the money this day paid and all moneys that may have been paid to him under this contract, and thereupon he shall be released from all obligations hereunder. Or, upon request of the purchaser, he shall deliver the title in its existing condition.

This contract shall be binding upon both parties, the seller and the purchaser, their heirs, executors or assigns, when approved by the owner of the property above described.

By

I, or we, agree to purchase the above described property on the terms and conditions stated in the foregoing instrument:

Witness:

Ramon Donesteviz

Ramon Donesteviz

Ramon Donesteviz

(Seal)

(Seal)

I, or we, agree to sell the above mentioned property to the above named purchaser on the terms and conditions stated in the above instrument.

Witness:

SEVILLA CORPORATION

(Seal)

By *P.J. Serrano*

(Seal)

I, or we, agree to pay the above named broker, as commission for finding a purchaser for the above property, the sum of SIX THOUSAND and 00/100 Dollars (\$ 6,000.00) or one-half of the deposit, in case same is forfeited by purchaser, provided same shall not exceed the full amount of the commission.

Witness:

EXHIBIT "A"

Warranty Deed

This Indenture, Made, this 11th day of January, A. D. 1962

Between SEVILLA CORPORATION, a Florida corporation, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the first part, and

RAMON DONESTEBEZ, 162 Alcazar, Coral Gables, Florida

of the County of Dade and State of Florida
party of the second part **Witnesseth:**

That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations ~~Dollars~~, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part,

his heirs and assigns forever, the following described land situate, lying and being in the County of Dade and State of Florida, to-wit:

Lots 3 and 4 of Block 24 of Revised Plat of CORAL GABLES SECTION "L", according to Plat thereof recorded in Plat Book 8 at page 85 of the Public Records of Dade County, Florida, together with all furniture, fixtures and equipment now located in, on or upon the building situated upon the abovedescribed land.

Subject to restrictions and limitations of record, easements for public utilities heretofore granted or reserved; zoning ordinances of the City of Coral Gables, Florida, taxes for the year 1962 and subsequent years, and further subject to the unpaid balance of a certain mortgage in favor of American Bankers Life Assurance Company of Florida dated November 12, 1957 and recorded among the public records of Dade County, Florida on November 13, 1957 under Clerk's File #GG175,328, and a chattel mortgage to the same mortgagee in like amount recorded under Clerk's File #GG175,329 to secure the same indebtedness, which indebtedness the grantee by the acceptance hereof hereby assumes and agrees to pay.

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

In Witness Whereof,

the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

(Corporate Seal)

Attest:

Geo. H. Salley,

Secretary.

SEVILLA CORPORATION

Signed, sealed and delibered in presence of us:

Elinor D. Allison
s/ Caroline E. Humphries

s/ P. J. Serralles
P. J. Serralles, Jr. President

EXHIBIT "B"