Abstract No. 18,338

Abstract Of Title

To

The Following Dands In Osceola County, Florida

THE NORTH HALF OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10) OF BLOCK EIGHTEEN (18), OF SECTION "A", OF INTEROCEAN CITY, OSCEOLA COUNTY, STATE OF FLORIDA, ACCORDING TO THE OFFICIAL PLAT OF THE SAID SECTION "A", OF INTEROCEAN CITY, FLORIDA, NOW KNOWN AS INTERCESSION CITY, FLORIDA, AS FILED AND RECORDED AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ON THE 4TH DAY OF DECEMBER, A.D. 1925, IN PLAT BOOK NO. 1, ON PAGE 1694

From: December 4, 1925

To and Including: August 6, 1963

Lawyers' Title Services, Inc.

of Osceola County
(Formerly Osceola Guarantee Title Company)

Under All Is The Land, Under The Land, The Title.

Osceola County Record,
Deed Book 64, Page 467,
Dated 14 September, 1925,
Filed 21 September, 1925,
Warranty Deed,
\$6000.00.

JOHN W. WILE and wife, LAURA WILE,

to

THE WILE PROPERTIES HOLDING COMPANY, a Corporation, its successors and assigns.

Grant, Bargain, Sell and Transfer: -

Beginning at the Southeast corner of Section 33, Township 25 Range 28 East, running West 692.35 feet, thence North 16° East 1210.8 feet, thence South 74° East 1590 feet, thence South 16° West 703.3 feet to South boundary Section 34, Township 25 Range 28, thence West 976.6 feet to place of beginning, said description embracing 34.93 acres.

Signed and Sealed. Two witnesses. Separate examination. Acknowledged before Notary Public, Boone County, Indiana. Official Seal.

Osceola County Record,
Deed Book 74, Page 18,
Dated 18 September, 1925,
Filed 4 December, 1925,
Warranty Deed,
\$1.00 and 0.V.C.

JOHN W. WILE and LAURA WILE, his wife,

to

WILE PROPERTIES HOLDING COMPANY, a Kentucky Corporation, its successors and assigns.

Grant, Bargain, Sell and Convey: -

The South half of Section Thirty-three (33), and all of Section Thirty-four (34), in Township 25 South of Range 28 East, (and other lands).

EXCEPTING from the above description the following described property which has heretofore been conveyed to the herein Grantee by the Herein Grantors:-

Beginning at the Southeast corner of Section 33, Township 25 Range 28 East, running West 692.35 feet; thence North 16 Degrees East 1210.8 feet; thence South 74 Degrees East, 1590 feet; thence South Sixteen Degrees West 703.3 feet to South Boundary of Section 34, Township 25 South, Range 28 East, thence West 976.6 feet to the place of beginning.

Signed and Sealed. Two witnesses. Separate examination. Acknowledged before Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record,

STATE OF FLORIDA.

Incorp. Book 3, Page 43,

Dated 22 July, 1925,

Filed 5 August, 1925.

Authority to Transact business in Florida.

to

WILE PROPERTIES HOLDING COMPANY, a Delaware Corporation.

WHEREAS, Wile Properties Holding Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Delaware desiring to transact business in the State of Florida, has filed in the office of the Secretary of State, a duly authenticated copy of it's Articles of Incorporation, and has paid the State of Florida, a sum equal to that which said Corporation would have been required to pay as a charter fee if it had been incorporated under the laws of the State of Florida. Together with the fees of the Secretary of State for issuing the permit, as provided by and inaaccordance with an Act Offithe Legislature of the State of Florida, approved June 1, 1907, entitled "An Act to prescribe the terms and conditions upon which foreign corporations for profit may transact business or acquire, hold or Mispose of property in this State.

NOW, THEREFORE, be it known, that said Wile Properties Holding Company is authorized and permitted to transact business, to acquire hold or dispose of property in the State of Florida, for the affects and purposes, and with the rights, powers and privileges contained in and provided by its said Articles of Incorporation.

H. CLAY CRAWFORD

Secretary of State

(SEAL)

Osceola County Record,

Incorp. Book 3, Page 43,

Dated 22 July, 1925,

Filed 5 August, 1925,

Permit to Transact Business in Florida. H. CLAY CRAWFORD, Secretary of State,

to

FLORIDA TROPICS DEVELOPMENT COMPANY, a Belaware Corporation.

WHEREAS, Florida Tropics Development Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Pelaware desiring to transact business in the State of Florida, has filed in the office of the Secretary of State of the State of Florida, a duly authenticated copy of its Articles of Incorporation, and has paid to the State of Florida, a sum equal to that which said Corporation would have been required to pay as a charter fee it it had been incorporated under the laws of the State of Florida, together with the fees of the Secretary of State for issuing this permit, as provided by and in accordance with an Act of the Legislature of the State of Florida, approyed June 1, 1907, entitled "An Act to prescribe the terms and conditions upon which foreign corporations for profit may transact business, or acquire hold or dispose of property in the State."

NOW, THEREFORE, be it known, that said Florida Tropics Development Company, is authorized and permitted to transact business, and to acquire, hold or dispose of property in the State of Florida, for the objects and purposes, and with the rights, powers and privileges contained and provided by its said Articles of Incorporation.

H. CLAY CRAWFORD,

Secretary of State (SEAL)

Osceola County Record,
Plat Book 1, Page 169,
Dated 17 September, 1925,
Filed 4 December, 1925,
Plat.

SECTION "A" INTEROCEAN CITY.

Being a Subdivision of the following described lands: -

Beginning at SW Cor.Sec. 34, Tp. 25 S. R 28 E., run E. 1054.1 ft. thence N. 16° E. 1820.35 ft. thence N. 74° W. 2405 ft., thence S. 16° W. 1945 ft., thence S. 74° E. 650 ft., thence S. 16° W. 435.6 ft., thence E. 788.38 ft. to place of beginning. Said land being a part of SW[±]4 Sec. 34 and SE[±]4 of Sec. 33, Tp. 25 S. R. 28 E.

Said above described land is subdivided into lots, blocks, streets and avenues.

Section "A" of INTEROCEAN CITY, contains Blocks 1 to 29 inclusive, and one Block marked "Hotel Site."

This Plat shows Block 18 to contain Lots 1 to 22, inclusive? See Plat of Block 18 shown on the following page.

Signed: J. W. WILE (SEAL)
LAURA WILE (SEAL)

WILE PROPERTIES HOLDING COMPANY (SEAL)
By: W. A. White, its President.
Attest: Percival D.Whippel, its Secretary.

Two witnesses.
Corporate Seal.
Acknowledged by all before Notary Public, Osceola County, Florida.
Official Seal.

Osceola County Record,
Deed Book 79, Page 387,
Dated 29 March, 1926,
Filed 13 April, 1926,
Warranty Deed,
\$1.00

WILE PROPERTIES HOLDING COMPANY, a Delaware Corporation,

to

FLORIDA TROPICS DEVELOPMENT COMPANY, a Delaware Corporation, its successors and assigns.

Grant, Bargain, Sell and Convey: -

Lots S_{even} (7), Eight (8), Nine (9) and Ten (10) of Block Eighteen (18);

All in Section "A" of INTEROCEAN CITY, according to the recorded Plat thereof filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 1, Page 169.

Signed in the name of the Grantor by its President. Attested by its Secretary. Corporate Seal. Two witnesses. Acknowledged before Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record,
Deed Book 79, Page 392,
Dated 1 April, 1926,
Filed 13 April, 1926,
Trust Deed or Mortgage,
\$100,000.00.

FLORIDA TROPICS DEVELOPMENT COMPANY, a Delaware Corporation,

to

SAM L. LUPFER, as Trustee, his successors and assigns.

Mortgages: -

Lots Seven (7), Eight (8), Nine (9) and Ten (10) of Block Eighteen (18);

All in Section "A" od INTEROCEAN CITY, according to the recorded Plat thereof, filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 1, Page 169.

This Mortgage is made to secure the issue of Bonds of even date herewith numbered 210 Bonds, Bonds No. 1 to 100, being in the denomination of \$100.00 each, Bonds No. 101 to 140 inc., in the denomination of \$500.00 cash, Bonds No. 141 to 210, inc., in the denomination of \$1000.00 each, said Bonds bearing interest after date at the rate of eight per cent per annum, and said Bonds are all to be payable, rpincipal and interest, on the first day of April, A. D. 1929, with the privilege of payment before the regular maturity date.

Signed in the name of the Mortgagor by its Vice-President. Attested by its Secretary. Corporate Seal. Two witnesses. Acknowledged before Notary Public, Osceola County, Florida. Official Seal.

Signed and Sealed by Sam L. Lupfer, As Trustee. Two witnesses. Acknowledged by Sam L. Lupfer, as Trustee, before Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record,
Deed Book 80, Page 252,
Dated 2 June, 1926,
Filed 17 July, 1926,
Warranty Deed,
\$1.00 and O.V.C.

FLORIDA TROPICS DEVELOPMENT COMPANY, a Delaware Corporation,

to

FLORIDA TROPICS DEVELOPMENT COMPANY OF FLORIDA, a Florida Corporation, its successors and assigns.

Grant, Bargain, Sell and Convey: -

All of the lands embraces or incorporated in the Plat of Section "A" of INTEROCEAN CITY, according to the recorded Plat thereof, filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 1, Page 169, EXCEPT the following:-

Exception does not include any lands under search herein.

SUBJECT to the Mortgage as recorded in Mortgage Book 79, Page 392, public records of Osceola County, Florida, which the party of the second part assumes and agres to pay.

Signed in the name of the Grantor by its President. attested by its Secretary. Corporate Seal. Two witnesses. Acknowledged before Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record,
Deed Book 80, Page 501,
Dated 18 October, 1926,
Filed 18 October, 1926,
Warranty Deed,
\$10.00

FLORIDA TROPICS DEVELOPMENT COMPANY, of Florida, a Florida Corporation,

to

L. E. FENN & J. H. NEISLER, their heirs and assigns.

Grant, Bargain, Sell and Transfer: -

Lots 7, 8, 9 and 10 in Block 18, according to the recorded Plat of Interocean City, Section "A", as filed and recorded among the Public Records of Osceola County, Florida, in Plat book 1, Page 169.

SUBJECT, however, to the following express condition, restrictions and limitations, which conditions, restrictions, and limitations, are hereby made covenants running with the land and shall bind alike the heirs, personal representatiges and assigns of the Grantees, who by the acceptance of the Deed agree to abide by and perform said restrictions, limitations and conditions, as one of the express considerations of this Deed, namely:

- 1. For purposes of these restrictions, all Lots in Section "A" fronting on the Dixie Highway, Osceola Avenue and Tallahassee Boulevard shall be deemed to be business lots. Apartment houses with stores on the 1st floor will be permitted in the entire zone south of the Dixie Highway; also in the Zone North of Osceola Avenue for a distance of 500 feet East and West of the Center of Tallahassee Boulevard. All other Lots of Section "A" as per the Company's Plat, shall be deemed to be residence Lots.
- 2. That no building or addition thereto shall be erected upon the said premises aosting less than \$ Schedule such amount to be actually expended on construction and erection of such building and not for fees in connection therewith. And that no building shall be con-

Deed Book 80, Page 501 ---- Page 2.

structed or erected on any of the lots until after the plans, specifications, location and color scheme have been approved in writing by the Company. The Company reserves the right to establish the building line on all lots. Restriction No. 2.

Lot	No.	7,	\$4,000.00
Lot	No.	8,	4,000.00
Lot	no.	9,	6,000.00
_	No.		10,000.00.

- 3. That all sewerage shall be connected with established sewerage system if building is located within 200 feet of an established line, or with septic tanks approved by the Company. That no Cesspool or receptacle of any kind or privy or vault or dry closet shall be constructed, maintaind or allowed.
- 4. On residence Lots, as shown by the Company's Plat there shall not be constructed or erected more than one residence on one Lot exdept that a garage apartment may be erected on the rear of the lot.
- 5. On lots designated as residence lots no house, structure or building shall be beuilt or used as a business room, storage house, manufacturing establishment, machine shop, commercial garage, or fir any other business or commercial purpose whatsoever, nor shall any business or commercial enterprise be operated, conducted or maintained. There shall not be built, operated or maintained any sanitarium, hospital or like institution.
- 6. No stable shall at any time be erected or kept. No chickens, swine, cows, horses or obnoxious animals may be kept on the premises and no nuisance of any kind shall be maintained therein, hor any use made nor permitted which may be noxious or dangerous, to health,
- 7. No fences, hedges or walls other than ornamental hedges and wall approved by the Company shall be constructed, maintained o allowed, No signs of any kind or character shall be exhibited or displayed without the written consent of the Company.
- 8. That no unlawful or immoral use shall be made of the premises hereby conveyed nor shall the same nor any part thereof nor any interest therein be sold, leased or otherwise conveyed to any person other than of the Causasian Race, nor shall any building

Deed Book 80, Page 501 ---- Page 3.

be occupied by persons other than of the Caucasian Race, provided that nothing herein contained shall prevent the keeping and maintaining of servants on the said property for reasonable family use.

- 9. That no building shall be constructed or erected on residence lots so that the building or any part of it including porches, bay-windows, sheds or verandas shall be closed than 30 feet from the inside sidewalk line of the lot or lots on which said building is erected, or closer than 5 feet from the side line of the Lot. All buildings shall face the street on which the premises front.
- 10. The privilege is hereby reserved to the Company, its successors and assigns to erect and maintain electric and telephone poles and suitable equipment for any other utilities and to lay water mains and sewer pipes on or in the rear five feet of the premises hereby conveyed or in the tree foot strip along the side lines thereof when necessary to gain access to the five foot strip reserved along the rear line of lots for utility purposes. The Company further reserves the right to enter the premises herein mentioned at any time prior to the erections of the building thereon and grade the same, place soil thereon or remove soil therefrom and to cut grass, remove weeds and plant and cultivate flowers, trees and shrubs thereon.
- 11. That each lot shall be subject to assessment by the Company for trash and garbage collections and disposal and clearing of lots and care of trees and shrubs thereon when neglected to be furnished at reasonable rates, and for which said Grantee agrees to pay as one of the considerations of these presents. This Lien for such assessment to be placed and collected in the same manner as is provided for liens for labor and material under the statutes of the State of Florida.
- 12. That this Deed is made subject to the reservation to the said Company, its successors and assigns or representatives, of any right of way for the operation of any electric oar line, bus or Mitney lines or any modern transporation system along any and all said Roadways fir telephone and electric light and water systems and other general utilities purposes.
- 13. No trees nor shrubs shall be removed from the premises or damaged in any way by the said purchaser until this Agreement shall be fully performed.

Deed Book 80, Page 501 ---- Page 4.

14. It is mutually agreed and understood that these restrictions, conditions and limitations are intended to be and shall be taken as covenants to run with and bind the land and all subsequent owners and occupants thereof, provided, however, that any of the covenants may be at any time in any manner changed with the mutual consent of the Company, its successors and assigns, and the owner or owners for the time being.

The party of the first part, for itself, its successors and assigns, does hereby covenant and agree with the part of the second part, and their heirs and assigns, that the above and foregoing restrictions, limitations and conditions shall be included in all Deeds to lots in Section "A" of said Interocean City.

FLORIDA TROPICS DEVELOPMENT COMPANY OF FLORIDA.
By: R. L.Wilson,
Its Vice-President.

Attest:

B. WILSON Its Secretary.

Corporate Seal. No Witnesses. Acknowledged by R. L. Wilson and B. Wilson, Vice-President and Secretary respectively of Florida Tropics Development Company of Florida, a Florida Corporation, before a Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record.

Deed Book 83, page 501,

Dated 11 February, 1927,

Filed 28 February, 1927,

Warranty Deed,

\$600.00.

L.E. Fenn and Ethel S. Fenn, his wife,

to

J. Howard Neisler, his heirs and assigns.

Grant, Bargain, Sell and Transfer:-

Lots Seven (7), Eight (8), Nine (9) and Ten (10) of Block Eighteen (18), of Section "A", INTEROCEAN CITY, according to the Official Plat of said Subdivision on file in the Office of the Clerk of the Circuit Court of Osceola County, Florida.

Signed and Sealed. Two witnesses. Separate examination. Acknowledged before Notary Public, Manitee County, Florida. Official Seal.

Osceola County Record.

Deed Book 89, page 319,

Dated 28 November, 1930,

Filed 10 January, 1931,

Warranty Deed,

\$100.00.

J.H. Neisler and Alice Fenn Neisler, his wife,

to

John W. Wile, his heirs and assigns.

Grant, Bargain and Sell:-

Lots Seven (7), Eight (8), Nine (9) and Ten (10) of Block Eighteen (18), of Section "A", INTEROCEAN CITY, according to the Official Plat of said Subdivision/now on file in the office of the Clerk of the Circuit Court of Osceola County, Florida.

Signed and Sealed. Two witnesses. Separate examination. Acknowledged before Notary Public, Taylor County, Georgia.

Osceola County Record.

Foreclosure of Trust Deed.

Bill of Complaint.

Suit No. 2249.

IN SEVENTEENTH JUDICIAL CIRCUIT OF FLO-RIDA, CIRCUIT COURT OF OSCEOLA COUNTY. IN CHANCERY.

JOHN W. WILE.

Complainant,

vs. Foreclosure of Trust Deed.

Florida Tropics Development Company, a Corporation, Wile Properties Holding Company, a Corporation; Florida Tropics Development Company of Florida, a Corporation, Sam L. Lupfer, as an individual and as Trustee under a Trust Deed bearing date of the 1st day of April, 1926, which was made, executed and delivered by The Florida Tropics Development Company, a Corporation, to Sam L. Lupfer, as Trustee, for the purpose of securing the payment of a series of Bonds aggregating the sum of \$100,000.00, and National City Bank of Tampa, a Banking Corporation.

Respondents.

On the 11th day of August, A.D. 1927, the Complainant filed his Bill of Complaint in the above named Court against the above named Respondents in an action to foreclose a Trust Deed recorded in Book 79, page 392, public records of Osceola County, Florida, covering the following described lands, to-wit:-

> Lots One (1) to Twenty-two (22) inclusive, of Block Eighteen (18); All in Section "A" of INTEROCEAN CITY, according to the recorded Plat thereof, filed and recorded among the public records of Osceola County, F1orida, in Plat Book 1, page 169.

On the 9th day of September, 1927, the Complainant, filed his Amendment to the Bill of Complaint herein filed.

On the 11th day of August, 1927, J.L. Overstreet, Clerk of the above named Court issued Subpoena in Chancery in this cause directed to Florida Tropics Development Company, a Corp., Wile Properties Holding Co.k a Corp., Florida Tropics Development Company of Florida, a corp. Sam L. Lupfer, as an individual and as Trustee, and National City Bank of Tampa, a Banking Corporation, commanding them to appear before the above named Court, on the 5th day of September, A.D. 1927, to answer a Bill of Complaint herein filed against them by the Complainant.

This Subpoena was returned showing due and proper service on Sam L. Lupfer, as the agent and general manager of the Respondents

Florida Tropics Development Company, a Corporation, Wile Properties Holding Company, a Corporation, Florida Tropics Development Company of Florida, a Corporation, and served upon Sam L. Lupfer, Jr., as an individual and as Trustee, and served upon H. Gilbert Agent for Florida Tropics Development Company, a Corporation, and also served upon National City Bank of Tampa, a Banking Corporation.

On the 9th day of September, 1927, J.L. Overstreet, Clerk of the above named Court issued Subpoena in hancery, in this cause directed to Carolina Portland Cement Company, a Corporation, Atlantic Coast Line Railroad Company, a Corporation; Orlando Morning Sentinel Inc., a Corporation; Willis Manufacturing Company, a Corporation; Commanding them to appear before the above named Court on the 3rd day of October, A.D. 1927, to answer a Bill of Complaint herein filed against them by the Complainant.

This Subpoena was returned showing due and proper service on Carolina Portland Cement Company, a Corporation.

On the 9th day of September, 1927, J.L. Overstreet, Clerk of the above named Court issued subpoena in chancery in this cause, directed to Carolina Portland Cement Company, a Corporation; Atlantic Coast Line Railroad Company, a Corporation, Orlando Morning Sentinel, Inc., a Corporation; Willis Manufacturing Company, a Corporation, commanding them to appear before the above named Court on the 3rd day of October, A.D. 1927, to answer a bill of complaint herein filed against them.

This Subpoena was returned showing due and proper service on Atlantic Coast Line Railroad Company, a Corporation.

On the 9th day of September, 1927, J.L. Overstreet, Clerk of the above named Court issued subpoena in chancery in this cause directed to Carolina Portland Cement Company, a Corporation; Atlantic Coast Line Railroad Company, a Corporation; Orlando Morning Sentinel, Inc., a Corporation, Willis Manufacturing Company, a Corporation, commanding them to appear before the above named Court on the 3rd day of October, A.D. 1927, to answer a Bill of Complaint herein filed against them by the Complainant.

This Subpoena was returned showing that after diligent search and inquiry no officer or agent of Willis Manufacturing Company, a Corporation, could be found in Broward County, Florida.

On the 9th day of September, A.D. 1927, U.L. Overstreet, Clerk of the above named Court issued Subpoena in Chancery in this cause directed to Carolina Portland Cement Company, a Corporation; Atlantic Coast Line Railroad Company, a Corporation; Orlando Morning Sentinel, Inc., a Corporation, Willis Manufacturing Company, a Corporation, comm-

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Bill of Complaint,

anding them to appear before the above named Court, on the 3rd day of October, A.D. 1927, to answer a Bill of Complaint herein filed against them.

This Subpoena was returned showing due and proper service on Orlando Morning entinel, a Corporation.

On the 7th day of October, 1927, J.L. Overstreet, Clerk of the above named Court issued alias Subpoena in Chancery in this cause, directed to Orlando Morning Sentinel, commanding it to appear before the above named Court on the 7th day of November, A.D. 1927, to answer a Bill of Complaint filed herein against it.

This Alias Subpoena in Chancery was returned showing due and proper service on Orlando Morning Sentinel, a Corporation.

On the 5th day of September, 1927, all of the Respondents in the above styled cause except National City Bank of Tampa, a Banking Corporation, filed their appearance in this cause.

On the 5th day of September, 1927, The National City Bank of Tampa, a Banking Corporation, filed its appearance in this cause.

On the 5th day of September, 1927, The National City Bank of Tampa, a Banking Corporation, filed its appearance in this camse.

Osceola County Record.

Lis. Pens. Book 3, page 187,

Filed 11 August, 1927,

Notice of Lis Pendens.

IN SEVENTEENTH JUDICIAL CIRCUIT OF FLORIDA, CIRCUIT COURT OF OSCEOLA COUNTY. IN CHANCERY.

JOHN W. WILE,

Complainant,

vs. Foreclosure of Trust Deed.

FLORIDA TROPICS DEVELOPMENT COMPANY, a Corporation, et al., Respondents.

NOTICE IS HEREBY GIVEN that suit has been instituted in the Chancery Court of Osceola County, Florida, seeking the foreclosure of a Trust Deed upon the following described property, situate in Osceola County, Florida, to-wit:

Lots One (1) to Twenty-two (22) inclusive, of Block Eighteen (18), in Section "A" of INTEROCEAN CITY, according to the recorded Plat thereof, filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 1, page 169,

in which John W. Wile is Complainant, and Florida Tropics Development Company, a Corporation; Wile Properties Holding Company, a Corporation; Florida Tropics Development Company of Florida, a Corporation; Sam L. Lupfer, as an individual, and as Trustee, ecc., and National City Bank of Tampa, a Banking Corporation, are Respondents.

Relief is sought by Bill in equity to foreclose said Trust Deed, recorded in Book 79, page 392, public records of Osceola County, Florida.

Milton Pledger Solicitor for Complainant. Osceola County Record.

Filed 4 February, 1931,

Motion to Dismiss said cause. JOHN W. WILE,

IN SEVENTEENTH JUDICIAL CIRCUIT OF FLORIDA, CIRCUIT COURT OF OSCEOLA COUNTY. IN CHANCERY.

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Complainant,

t t t

vs. Foreclosure of Trust Deed.

FLORIDA TROPICS DEVELOPMENT CO. . a Corporation, et al.,

Respondents.

MOTION TO DISMISS SAID CAUSE WITHOUT PREJUDICE

TO THE HON. FRANK A. SMITH. JUDGE:

Now comes the Complainant by his Solicitor, and moves the Court to dismiss the above and foregoing cause without prejudice to the rights of the Complainant to later institute a new suit to foreclose the said Trust Deed, upon the following ground, to-wit:

That as appears from the provisions contained in said Trust Deed, the same is not forecloseable except upon the application of the holders of at least 51% of the outstanding bonds, and that the Complainant herein being the owner and holder of less than 51% of the outstanding bonds in circulation, he is unable to maintain a foreclosure of the lien of said Trust Deed, and he therefore prays that the same be dismissed without prejudice to reinstitute said suit at some subsequent date when other Bond holders may join him in a sufficient sum to come within the previes of the conditions of said Trust Deed.

> Milton Pledger Solicitor for Complainant.

Osceola County Record.

Ch. O. Book 12, page 279,

Dated 2 February, 1931,

Filed 4 February, 1931,

Order of Dismissal.

IN SEVENTEENTH JUDICIAL CIRCUIT OF FLORIDA, CIRCUIT COURT OF OSCEOLA COUNTY. IN CHANCERY.

J.W. WILE,

Complainant.

vs. Foreclosure of Trust Deed.

FLORIDA TROPICS DEVELOPMENT CO., a Corporation, et al.,

Respondents.

ORDER OF DISMISSAL

NOW THIS DAY This cause coming on to be heard before me upon application of the Complainant for an Order Dismissing the above styled cause without prejudice to his right to bring a subsequent proceeding involving the subject-matter hereof, and the same having been considered by the Court, and the Court being advised of its opinion in the premises, it is therefore,

ORDERED AND DECREED that said cause be and the same is hereby dismissed at the cost of the Complainant, and without prejudice to the rights of the Complainant to re-institute suit at some later date.

DONE AND ORDERED in Chambers, Orlando, Orange County, Florida, this 2nd day of February, A.D. 1931.

Frank A Smith As Judge of the above Court.

Osceola County Record.

Trans. Judg. Book "C", page 458,

Dated 2 February, 1928,

Filed 4 February, 1928,

Final Judgment,

\$7468.83.

IN THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA.

CAMERON & BARKLEY COMPANY, a Corporation,

Plaintiff,

VS.

FLORIDA TROPICS DEVELOPMENT COMPANY, a Corporation,

Defendant.

Final Judgment rendered in favor of the Plaintiff and against the said Florida Tropics Development Company, a Corporation, Defendant, in the sum of \$7468.83 damages and costs of the Court, being \$6016.05 for principal, \$728.34 interest, and \$724.44 as Attorney's fees.

NOTE: This Judgment is also recorded in the United States

District Court for the Southern District of Florida.

Osceola County Record.

Lis. Pens. Book 3, page 363,

Dated 25 April, 1928,

Filed 28 April, 1928.

Notice of Lis Pendens.

IN THE UNITED STATES DISCRICT COURT SOUTHERN DISTRICT OF FLORIDA.

CAMERON & BARKLEY COMPANY, a Corporation,

vs.

FLORIDA TROPICS DEVELOPMENT COMPANY, et al.

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that on the 25 day of April, 1928, Cameronn& Barkley Company, a Corporation, filed its Bill of Complaint in The United States District Court, Southern District of Florida, at Tampa, against Florida Tropics Development Company, a Delaware Corporation, and Florida Tropics Development Company of Florida, a Florida Corporation, for the purpose of subjecting all of the lands and premises of Florida Tropics Development Company of Florida, to the satisfaction of that certain Judgment recovered by Cameron & Barkley Company, Complainant, against Florida Tropics Development Company in the United States District Court, Southern District of Florida, at Tampa, on February 2, 1928, which is recorded in the records of said Court and a certified copy thereof duly recorded in Book "C" of Transcripts of Judgments, page 458, records of Osceola County, Florida.

The lands involved in said suit are all of the lands and premises now standing of record in the name of Florida Tropics Development Company of Florida, and all lands and premises owned by it including the following specifically described real estate, to-wit:

All of the lands embraced in or incorporated in the Plat of Section "A" of Interocean City, according to the recorded Plat thereof, filed and recorded among the public records of Osceola County, Florida, in Plat Book 1, Page 169, EXCEPT The following:

Lands not under search in this Abstract are excepted.

The relief shown as to said above described property being the sale of said lands and premises for the satisfaction of said judment hereinabove described.

All persons will take notice of said suit.

Osceola County Record.

Deed Book 88, page 86,

Dated 3 December, 1928,

Filed 2 January, 1929,

Deed,

\$100.00.

B.E. Dyson as United States

Marshall for the Southern

District of Florida,

to

G.B. Jennings, as Trustee, his successors and assigns.

Grant, Bargain, Sell and Convey:-

the following described land situated, lying and being in the County of Osceola and State of Torida, topwit:

All of the lands embraced or incorporated in the Plat of Section "A" of Interocean City, according to the recorded plat thereof, filed and recorded among the public records of Osceola County, Florida, in Plat Book 1, page 169, except the following: Certain lots not covered by this Abstract.

RECITES:- WHEREAS, on January 13, 1928, a writ of first facias was issued out of the United States District Court, Southern District of Florida, in a cause therein lately pending between Cameron & Barkley Company, Plaintiff, and Florida Tropics Development Company, a corporation, Defendant; and

WHEREAS, on October 10, 1928, the United States District Court, Southern District of Florida, in a cause therein pending wherein Cameron & Barkley Company was complainant, and Florida Tropics Development Company, a Delaware Corporation, and Florida Tropics Development Company of Florida, a Florida Corporation, were defendant, among other things adjudged and decreed that the interest of the said defendants in and to the lands hereinafter described became and were subject to the final judgment wherein said writ of fieri facias issued as aforesaid; and

WHEREAS, the party of the first part, pursuant to and under and by virtue of said writ of fieri facias and said final decree aforesaid, did, on October 30, 1928, levy upon all the interest of said Florida Tropics Development Company of Florida, a Florida Corporation, in and to the lands hereinafter described and upon all interest which they or either of them had in or to said lands on February 2, 1928, and

Deed Book 88, page 86, #2

WHEREAS, the party of the first part did give notice by publication in Kissimmee Valley Gazette, a newspaper published and of general circulation in Kissimmee, regularly printed, published and of general circulation in Osceola County, Florida, in its issue of November 2nd, 9th, 16th and 23rd, 1928, and that the party of the first part would between the hours of 11 A.M. and 2 P.M. on Monday, December 3rd, 1928, in front of the Court House door of Osceola County, in Kissimmee, Florida, offer for sale and sell at public outcry to the highest and best bidder, for cash in hand, all the right, title and interest which the above named defendants or either of them have or had in or to the said premises on February 2, 1928, or at any time thereof; and

WHEREAS, at the time and place mentioned in said notice of sale aforesaid, the party of the first part did offer said lands and premises hereinafter described, for sale at public outcry to the highest and best bidder for cash in hand, and at said sale did sell the same to the party of the second part heretofor the sum of One Hundred Dollars, that being the highest and best sum bid therefor.

B.E. Dyson (Seal)
As United States Marshall for the Southern District of Florida.

Seal of the United States Court.

Two witnesses. Acknowledged by B.E. Dyson, United States Marshall for the Southern District of Florida, before lerk of the United States District Court, Southern District of Florida, Hillsborough County, Florida. Official Seal.

Osceola County Record.

Deed Book 89, page 305,

Dated 29 December, 1930,

Filed 30 December, 1930,

Warranty Deed,

\$10.00 and O.V.C.

John W. Wile and Laura Wile, his wife,

to

Wile City Inc., a Florida Corporation, its successors and assigns.

Grant, Bargain, Sell and Convey:-

All of Block Eighteen (18); in Section "A" of Interocean City, according to the Official Map thereof, on file in the office of the Clerk of the Circuit Court of Osceola County, Florida, and other lands.

Signed and Sealed. Two witnesses. Separate examination. Acknowledged before Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record.

Deed Book 95, page 299,

Dated 21 December, 1935,

Filed 31 December, 1935,

Warranty Deed,

\$10.00 and O.V.C.

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Wile City, Incorporated, a

Florida Corporation,

to

The West Virginia Training

School, a West Virginia Corporation, its successors and assigns.

Grant, Bargain, Sell and Convey:-

Lots One (1) to Twenty-two (22) inclusive, of Block Eighteen (18), according to the official map or plat of Section "A", Interocean City, filed and recorded in the office of the Clerk of the Circuit Court of Osceola County, Florida.

Signed in the name of the Grantor by its President. Attested by its Secretary. Corporate Seal. Two witnesses. Acknowledged by J.W. Wile, President of Wile City Incorporated, before Notary Public, Boone County, Ind. Official Seal. Acknowledged by A.O. Pledger, Secretary, before Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record.

Mtge. Book 12, page 234,

Dated 31 December, 1935,

Filed 31 December, 1935,

Mortgage,

Premises.

The West Virginia Training
School, a West Virginia Corporation,
to
John W. Wile, Laura Wile

and May Wile.

Mortgages:-

Lots One (10 to Twenty-two (22) inclusive of Block Eighteen (18), according to the official plat of Section "A", Interocean City, filed and recorded in the office of the Clerk of the Circuit Court of Osceola County, Florida.

Signed in the name of the Mortgagor by its President. Attested by its Secretary. Corporate Seal. Two witnesses. Acknowledged before Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record.

Sat. Matge. Book 15, page 192,

Dated 11 March, 1940,

Filed 18 March, 1940,

Satisfaction of Mortgage,

Full Payment.

John W. Wile and Laura Wile, his wife, and May Wile,

to

The West Virginia Training School, a corporation.

The parties of the first part do hereby acknowledge full payment and complete satisfaction of that certain mortgage dated the 31st day of December, 1935, and recorded in Mortgage Book 12, page 234, in the office of the Clerk of the Circuit Court of Osceola County, Florida, to secure the sum as specified therein, upon certain property situate, lying and being in Osceola County, Florida.

Signed and Sealed by all of the parties of the first part. Two witnesses. Separate examination of Laura Wile. Acknowledged by all of the parties of the first part before Notary Public, Boone ounty, Indiana. Official Seal.

Osceola County Record.

Deed Book 82, page 563,

Dated 11 March, 1944,

Filed 3 April, 1944,

Warranty Deed,

\$1.00 and O.V.C.

The West Virginia Training School,
a West Virginia Corporation,
to
Charles M. Oliver and Edna Clara
Oliver, his wife,
their heirs and assigns.

Grant, Bargain, Sell, Remise, Release, Convey and Confirm:all that certain parcel of land lying and being in the County
of Osceola and State of Florida, more particularly described
as follows:

Being Lots #7, 8, 9 and 10 of Block #18, of Section "A", of Interocean City, Osceola County, Florida, according to the official map or plat of said Subdivision as filed and recorded in the office of the Clerk of the Circuit Court of Osceola County and State of Florida.

Signed in the name of the Grantor by its President. Attested by its Secretary. Corporate Seal. Two witnesses. Acknowledged before Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record.

Deed Book 153, page 127,

Dated 10 August, 1954,

Filed 19 August, 1954,

Warranty Deed,

\$1.00 and O.G. & V.C.

Charles M. Oliver and Edna Clara Oliver, his wife,

to

Mary E. Hunter, her heirs and assigns.

Grant, Bargain, Sell, Convey and Confirm:all that certain parcel of land lying and being in the County
of Osceola and State of Florida, more particularly described
as follows:-

Being Lots #7, 8, 9 and 10 of Block #18, of Section "A", of Interocean City, according to the official map or plat of said Subdivision as filed and recorded in the office of the Clerk of the Circuit Court of Osceola County, State of Florida, being the same property acquired by first parties, Charles M. Oliver and Edna Clara Oliver, his wife, by deed dated March 11, 1944, and recorded in Book 82, page 563, in the Public Records of Osceola County, Florida.

Signed and Sealed. Two witnesses. Separate examination. Acknowledged before Notary Public, Jefferson County, Kentucky. Official Seal.

Osceola County Record,
Deed Book 155, Page 259,
Dated 3 February, 1955,
Filed 12 February, 1955,
Warranty Deed,
\$1.00 and O.V.C.

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JAMES F. HUNTER and MARY ELIZABETH HUNTER, his wife, of Osceola County, Florida,

to

GEORGE L. WELLMAN, of Osceola County, Florida, his heirs and assigns.

Grant, Bargain and Sell:-

the following described land, situate, lying and being in the County of Osceola, State of Florida, to-wit:

Beging the North One-half (1/2) of Lots #7, 8, 9 and 10 of Block 18 of Section "A" of INTEROCEAN CITY now called Intercession City, according to the Official Map or Plat of said Subdivision as filed and recorded in the office of the Clerk of Circuit Court of Osceola County and State of Florida.

Signed and Sealed. Two witnesses. Acknowledged before a Notary Public, Osceola County, Florida. Official Seal.

Osceola County Record,

Mtge. Book 43, Page 115,

Dated 3 February, 1955,

Filed 12 February, 1955,

Mortgage Deed,

\$450.00.

GEORGE L. WELLMAN,

to

JAMES F. HUNTER, his heirs and assigns.

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Mortgages:

Being the North one-half (1/2) of Lots #7, 8, 9 and 10 of Block #18 of Section "A" of Interocean City, now called Intercession City, according to the Official Map or Plat of said Subdivision as filed and recorded in the office of the Clerk of Circuit Court of Osceola County and State of Florida.

MARGINAL SATISFACTION:

For value received I hereby cancel and satisfy the within Real Estate Mortgage, this 26 day of March, 1956.

Signed: JAMES F. HUNTER (SEAL)

ATTEST:

GLENN RAY,

Clerk Circuit Court.

By: Ellanore O. Jowers, D. C.

Osceola County Record,
Official Record Book 31,
Page 385,
Dated 5 November, 1958,
Filed 35 November, 1958,
Warranty Deed,
\$1.00 and O.V.C.

GEORGE L. WELLMAN, a widower,

to

SARAH KAMM, General Delivery, Intercession City, Florida, her heirs and assigns.

Grant, Bargain, Sell, Convey and Confirm:

all that certain parcel of land lying and being in the County of Osceola, and State of Florida, more particularly described as follows:-

Being the North one-half (1/2) of Lots Seven (7), Eight (8), Nine (9) and Ten (10) of Block Eighteen (18) of Section "A" of Interocean City now called Intercession City, according to the Official Map or Plat of said Subdivision as filed and recorded in the office of the Clerk of the Circuit Court of Osceola County and State of Florida.

Signed and Sealed. Two witnesses. Acknowledged before a Notary Public, Osceola County, Florida. Official Seal.

STATE AND COUNTY TAXES.

ALL TAXES ARE PAID ON THE LANDS HEREIN DESCRIBED UP TO AND INCLUDING THE YEAR, A. D. 1962.

1963 TAXES:

TAXES FOR THE YEAR, A. D. 1963, ARE NOT YET ASSESSED AND ARE NOT PAYABLE UNTIL NOVEMBER 1ST, A. D. 1963, AND MAY BE PAID AS LATE AS MARCH 31ST, A. D. 1964.

NO INTANGIBLE PERSONAL PROPERTY TAX.

NO OTHER TAXES OR ASSESSMENTS.

FEDERAL COURT LIENS AND JUDGMENTS.

THE CERTIFICATE HERETO ATTACHED ALSO EMBRACES ALL JUDGMENTS, LIENS, DECREED, SUITS AND BANKRUPTCY PROCEEDINGS, IF ANY, OF RECORD IN THE UNITED STATES COURT FOR THE SOUTHERN AND/OR MIDDLE DISTRICT FOR THE STATE OF FLORIDA, WHICH IN ANY MANNER AFFECTS THE TITLE TO THE LANDS HEREIN DESCRIBED, A TRANSCRIPT OF WHICH IS REDORDED IN OSCEOLA COUNTY, FLORIDA.

SPECIAL NOTE:

It is specifically pointed out, that as of the date of the Certificate attached hereto, that Osceola County, Florida, does not have any Zoning Regulations, however, there are certain set-back requirements along certain State Roads and the e should be checked at the office of the Clerk of the Circuit Court of Osceola County, Florida, before any new construction is started on any of the foregoing lands which abutt a State Road.

Osceola County Record.

Official Record Book 107, page 440,

Dated 19 August, 1963,

Filed 26 August, 1963,

Warranty Deed,

\$10.00 and 0.V.C.

Sarah Kamm and Frank S.

Kamm, her husband,

to

Frederick T. Phillips and

Helena A. Phillips, his wife,

their heirs and assigns.

Grant, Bargain, Sell, Remise, Release, Convey and Confirm:- all that certain land situate in Osceola County, Florida, viz:

The North half of Lots Seven (7), Eight (8), Nine (9) and Ten (10) of Block Eighteen (18), of Section "A", of Interocean City, Osceola County, State of Florida, according to the Official Plat of the said Section "A", of Interocean City, Florida, now known as Intercession City, Florida, as filed and recorded among the Public Records of Osceola County, Florida, on the 4th day of December, A.D. 1925, in Plat Book No. 1, on page 169.

Subject to restrictions recorded in Deed Book 80, page 501, in the records of Osceola County, Florida.

Signed and Sealed. Two witnesses. Acknowledged before Notary Public, Richland County, Wisconsin. Official Seal.