

PROVIDED ALWAYS, that if said Mortgagor shall pay unto the said Mortgagee that certain promissory note, of which the following in words and figures is a true copy, to-wit:

PROMISSORY NOTE

\$6,000.00 Miami, Florida September 5, 19 68

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to PAY TO THE ORDER OF

MAX P. ENGEL and LILLIAN ENGEL, his wife,

The principal sum of Six Thousand and 00/100\* \* \* \* \*

(\$ 6,000.00 ) together with the interest thereon from date of disbursement of loan at the rate of 10% percent per annum until maturity, all payable in lawful money of the United States of America, as follows:

\$170.00 plus interest on the unpaid principal balance one (1) month from date of disbursement and a like sum, plus interest, on each monthly anniversary thereafter until paid in full. Interest shall be computed on the remaining principal balance as shall appear from month to month.

This Note may be prepaid in full or in part, at any time, without penalty.

If any installment of principal or interest is not paid when due, or upon any default in the performance of any of the covenants or agreements of this note, or of any instrument now or hereafter evidencing or securing this note or the obligation represented hereby, the whole indebtedness (including principal and interest) remaining unpaid, shall, at the option of the holder, become immediately due, payable and collectible, and while in default, this note and deferred interest shall bear interest at the rate of 10% percent per annum. Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers. Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including reasonable attorney fees in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

Payable at 11045 S.W. 69th Court Miami, Florida

Albert K. K... (Seal)

and shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of said promissory note and of the mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

It is understood that the terms, "Mortgagor" and "Mortgagee" whenever used in this instrument, shall include the heirs, personal representatives, successors and assigns of the respective parties hereto, and that each of the words, "note", "mortgagor" and "mortgagee" respectively and the pronouns referring thereto, whether in the singular or plural anywhere in this mortgage, shall be singular if one only and shall be plural jointly and severally, if more than one, and shall be masculine, feminine and/or neuter, wherever the context so implies or admits.

And said Mortgagor hereby covenants and agrees to and with said Mortgagee:

- 1. To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of said promissory note, and this mortgage, each and every, promptly on the days respectively the same severally become due.