

RESOLUTION NO. 87-139

RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA

WHEREAS, Barnett Bank of St. Johns County, as Mortgagee, has tendered a partial release of mortgage dated JUNE 16, 1987, to release a drainage easement to the Board of County Commissioners of St. Johns County, Florida,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that the above described partial release of mortgage is hereby accepted by the Board of County Commissioners of St. Johns County, Florida. This acceptance shall not be deemed an acceptance requiring construction or maintenance of the drainage system.

The Clerk is instructed to record the partial release of mortgage at the County's expense.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 14 day of July, 1987.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Phyllis L. Lydon  
Its Chairman

ATTEST" CARL "BUD" MARKEL, CLERK

By: Cheryl Kent  
Deputy Clerk

James G. Sisco  
P.O. Box 1533  
St. Augustine, Fl. 32084

**Know All Men By These Presents:**

Whereas, Donald Guerra and Chong-In Guerra, his wife, hereinafter referred to as the mortgagor, by Indenture of Mortgage bearing date the 4th. day of November, A.D. 1986, and recorded in the office of the Clerk of the Circuit Court in and for the County of St. Johns, State of Florida, in Official Records Book 724, Page 954, granted and conveyed unto Barnett Bank of St. Johns County, hereinafter referred to as the mortgagee, and assigns, the premises therein particularly described, to secure the payment of the sum of \$40,000, with interest as therein mentioned:

And Whereas, the said mortgagor has requested the said mortgagee to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of said Mortgage:

Now Therefore, Know Ye, that the said mortgagee, in consideration of the premises and of the sum of Ten Dollars, to it in hand paid by, or on behalf of, the said mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, do remise, release, quit-claim, exonerate and discharge from the lien and operation of said mortgage unto the said mortgagor, their heirs and assigns, that certain portion of the premises conveyed by said mortgage, more particularly described as follows:

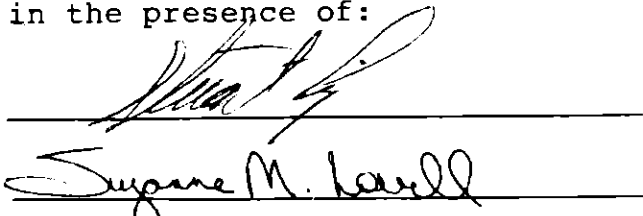
A strip of land 10 feet in width in Government Lot 3, Section 31, Township 4 South, Range 27 East, St. Johns County, Florida; Being the Southwest 10 feet of Lot 13, Block 1, Fruit Cove, unrecorded; the Southwest line of the herein described strip of land (the Southwest line of said Lot 13) being more fully described as follows:

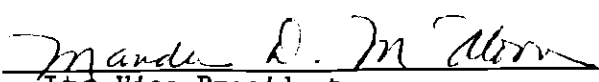
Commencing at the intersection of the Easterly right of way line of Fruit Cove Road (State Road No. S-13-B), an 80 foot width right of way as now established, with the northerly line of the Southerly quarter of said Government Lot 3; thence North 87 degrees 12 minutes 10 seconds East, on said Northerly line, 1,343.28 feet to the East line of said Government Lot 3; thence North 00 degrees 46 minutes 20 seconds West, on said East line, 185.64 feet to the point of beginning at the Southeast end of the herein described line at the Southeast corner of said Lot 13; thence North 72 degrees 33 minutes 50 seconds West, on the Southwest line of said Lot 13, a distance of 157.56 feet to the Northwest end of the herein described line on the Easterly right of way line of De Grove Road; the Westerly end of the herein described strip of land being the Easterly line of De Grove Road and the Easterly end of said strip of land being the Easterly line of said Government Lot 3.

This partial release is intended to release the mortgagees claim to a drainage easement for St. Johns County, Florida.

To Have and to Hold the same, with the appurtenances, unto the said mortgagor, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof: provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises, not hereby released therefrom, or any of the rights and remedies of the holder thereof.

In Witness Whereof, the said Mortgagee has hereunto set its hand and seal this 18<sup>th</sup> day of June, 1987.

Signed, sealed and delivered  
in the presence of:  
  
Suzanne M. Howell

Barnett Bank of St. Johns County  
By:   
Its Vice President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18  
day of June, 1987, by Mandee D. McAloon, the  
Vice President of Barnett Bank of St. Johns County, a  
state corporation on behalf of the bank.

Cynthia A. Powell  
Notary Public State of  
Florida at Large

My Commission Expires: May 27, 1991