

RESOLUTION NO. 90-74

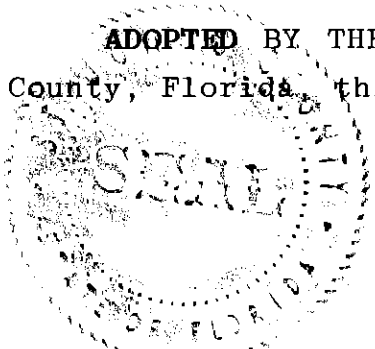
RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS, OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, RAYLAND COMPANY, INC., as Mortgagee, has tendered a partial release of mortgage dated February 23, 1990, to release a street right of way 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 street right of way.

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 10th day of April, 1990.



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

By: Ronald P. Head  
Vice-Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: Rosemary Jones  
Deputy Clerk

Prepared by:  
Stuart Craig, Contracting Agent  
St. Johns County  
4020 Lewis Speedway  
St. Augustine, FL 32084

### PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, LAURENCE J. STOCK, hereinafter referred to as the mortgagor, by Indenture of Mortgage bearing date the 19th day of June, A.D. 1985, 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 677, Page 356, granted and conveyed unto RAYLAND COMPANY, INC. a Delaware corporation, whose address is P.O.Box 1188, Fernandina Beach, Florida 32034 of hereinafter referred to as the mortgagee, and assigns, the premises therein particularly described, to secure the payment of the sum of \$34,000.00 with interest as therein mentioned:

**AS 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 the 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 part of Government Lot 4, Section 19, Township 8 South, Range 30 East, St. Johns County, Florida being a portion of those lands as described in Official Records Book 677 Page 355 of the Public Records of said St. Johns County and being more particularly described as follows: For the POINT OF BEGINNING, begin at the Southwest corner of Lot 17, Greenview Subdivision as recorded in Map Book 19 Pages 57 and 58 of the Public Records of St. Johns County, Florida; thence S.89°11'05"E., along the westerly prolongation of said Lot 17, a distance of 10.66 feet to the easterly right-of-way line of Datil Pepper Road (as now established); thence S.21°04'08"E., along said existing right-of-way line, a distance of 942.12 feet; thence continue S.20°45'35"E., along said right of way line, a distance of 6.90 feet to the Southwesterly corner of said lands as described in Official Records Book 677 page 355; thence N. 89°09'06"E. along the Southerly boundary line of said lands, a distance of 10.64 feet; thence N.20°45'35"W., parallel with the aforesaid right-of-way line, a distance of 10.55 feet; thence continuing parallel with the aforesaid right of way line, N.21°04'08"W., 10.0 feet distance from said right-of-way, a distance of 938.46 feet to the POINT OF BEGINNING.

This partial release is intended to release the mortgagees claim to street right of way 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 23 day of February, 1990.

Signed, sealed and delivered  
in the presence of:

Vicki A. Ogden  
Jerry W. Merchant

RAYLAND COMPANY, INC.

By: Arnold R. Tomassetti  
Its Vice President

ATTEST: [Signature]  
As Assistant Secretary

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgement, Armord R. Tomassetti and James L. Shroads as Vice President and Assistant Secretary, respectively of RAYLAND COMPANY, INC., a Delaware Corporation, to me well known and known to me to be the individuals described in and who executed the foregoing Deed, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at the County and State aforesaid, this 23<sup>rd</sup> day of February 1990.

Deborah B. Woode

Notary Public  
State of Florida  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Sept. 18, 1991  
My Commission expires: