

RESOLUTION NO. 2020- 108

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO APPROVE TWO SUBORDINATION AGREEMENTS IN CONNECTION WITH ST JOHNS HOUSING PARTNERSHIP, INC. COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS, UNDER THE PROVISIONS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

**WHEREAS**, the County has applied for and received funds from the United States Government through the Community Development Block Grant (CDBG) program under Title I of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, as a condition of receiving CDBG funding, the United States Department of Housing and Urban Development (HUD) requires the County to adopt a Five-Year Consolidated Plan (the Consolidated Plan) that sets forth the County's community development goals; and

**WHEREAS**, the Consolidated Plan's primary community development goal is to develop viable communities by providing decent housing, a suitable living environment, and expanding economic opportunities, primarily for persons of low to moderate income; and

**WHEREAS**, the St. Johns County Board of County Commissioners (the Board) approved the 2018-2019 Action Plan certifying the County's compliance with CDBG regulations and specifying projects to be funded with CDBG funds; and

**WHEREAS**, the Subrecipient submitted an application for CDBG funding to the County for the purpose of acquiring homes at 820 Ervine Street, St. Augustine, FL 32084 and 2700 Usina Street, St. Augustine, FL 32084, to be used for providing housing for low to moderate income households (the Project); and

**WHEREAS**, the County approved the Project as an amendment to the 2018-2019 Action Plan; and

**WHEREAS**, the County finds that the Project will further the goals of the Consolidated Plan; and

**WHEREAS**, the Lender has requested subordinations as part of financing of this project; and

**WHEREAS**, the County has no objections with the request,

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

**Section 1. Incorporation of Recitals.**

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

**Section 2. Approval and Authority to Execute.**

The Board of County Commissioners hereby approves the attached Subordination Agreement and authorizes the County Administrator, or his designee, to execute the agreement on behalf of the County.

**Section 3. Correction of Errors.**

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

( **PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County Florida this 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith  
**Jeb S. Smith, Chair**

ATTEST: Brandon Patty, Clerk  
By: Pam Hatter  
Deputy Clerk

Rendition Date: 5/7/20



Prepared by, record & return to:  
Cecile E. Rider, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

Estate Title – ORNT/62723

**SUBORDINATION AGREEMENT**  
***(820 Ervin Street; Loan #4100053927)***

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of February \_\_\_, 2020, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida ("Prior Lender"), **ST. JOHNS HOUSING PARTNERSHIP, INC.**, a Florida not-for-profit corporation ("Borrower") and **VALLEY NATIONAL BANK**, a National banking association ("VNB").

**PREAMBLE**

**WHEREAS**, the Borrower and VNB are parties to that certain Mortgage, Security Agreement and Financing Statement (the "VNB Mortgage") and that certain Conditional Assignment of Rents Leases and Revenues, both dated as of even date herewith (the "VNB Assignment of Rents"), encumbering real property located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto (the "Property") to be recorded in the public records of St. Johns County, Florida, and which VNB Mortgage and VNB Assignment of Rents secure a promissory note in the original principal amount of Ninety Four Thousand Five Hundred Thirty Two and 00/100 Dollars (\$94,532.00) ("VNB Note") all pursuant to which the Borrower is indebted to VNB (the "VNB Loan"); and

**WHEREAS**, the Borrower and the Prior Lender have entered into a Mortgage (the "Prior Mortgage") securing a note in the original principal amount of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) (the "Prior Note") which Prior Mortgage is recorded in Official Records Book 4795, Page 1947, of the public records of St. Johns County, Florida; and

**WHEREAS**, the Borrower and the Prior Lender have entered into a Community Development Block Grant Sub-Recipient Agreement (the "Grant Agreement") contemplating the Prior Mortgage and setting forth goals and performance measures for Borrower, which Grant Agreement is recorded in Official Records Book 4804, Page 951, of the public records of St. Johns County, Florida; and

**WHEREAS**, VNB has required, as a condition of the VNB Loan, that Prior Lender subordinate the Prior Mortgage, the Grant Agreement, and the indebtedness evidenced by the Prior Note to the VNB Note, VNB Mortgage, VNB Assignment of Rents and the VNB Loan, and Prior Lender has agreed to subordinate the same knowing that VNB will act in reliance on its execution and delivery of this Subordination Agreement.

**NOW, THEREFORE,** in consideration of the foregoing recitals and the representations, covenants, conditions and other provisions hereinafter set forth, the parties hereto agree as follows:

1. Subordination of Obligations. The Prior Lender, for itself, its successors and assigns, agrees that the Prior Note, Prior Mortgage and Grant Agreement (the "Subordinated Documents") are hereby expressly made fully subordinate and subject in right of payment and priority of lien on the Property to the VNB Note, VNB Mortgage, VNB Assignment of Rents and the VNB Loan ("Senior Indebtedness Documents").

2. Liens. The Prior Lender agrees not to take (a) any action to challenge the validity, enforceability, amount or priority of the liens securing the Senior Indebtedness, (b) induce any other person to take such actions, or (c) cooperate with any person in taking such actions.

3. Rights Cumulative. The rights and remedies of VNB under this Agreement shall be cumulative and not exclusive of any rights or remedies which it would otherwise have, and no failure or delay by VNB in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

4. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by VNB and the Prior Lender (and, if the rights or duties of the Borrower are affected thereby, by the Borrower).

5. Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, except that (i) the Prior Lender may not assign its obligations under this Agreement except as permitted hereunder and (ii) the Borrower may not assign its rights or obligations under this Agreement.

(b) VNB may at any time sell, assign, transfer, grant participations in, or otherwise dispose of all or any portion of the Senior Indebtedness or of its right, title and interest therein or thereto or in or to this Agreement and any such purchaser, assignee, transferee, participant or successor shall thereupon be entitled to the rights, powers and privileges of VNB hereunder.

6. Governing Law and Venue. The validity of this Agreement, the construction, interpretation and enforcement hereof and the rights of the parties hereunder shall be determined under, governed by, and construed in accordance with the internal laws of the State of Florida. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in State and Federal Courts located in the County of St. Johns, State of Florida unless such actions or proceedings are required to be brought in another court to obtain subject matter jurisdiction over the matter in controversy. **VNB, THE PRIOR LENDER AND THE BORROWER WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE**

**WITH THIS SECTION 8. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION OR PROCEEDING AGAINST THE PRIOR LENDER, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ITS ADDRESS INDICATED ON THE SIGNATURE PAGE(S) BELOW, SUCH SERVICE TO BECOME EFFECTIVE TEN CALENDAR DAYS AFTER SUCH MAILING.**

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

8. Entire Agreement. This Agreement, the Senior Indebtedness Documents and the Subordinated Documents embody the entire agreement among the parties hereto and supersede all prior agreements, representations and understandings, if any, relating to the subject matter hereof.

9. Waiver of Trial by Jury. VNB, THE PRIOR LENDER AND THE BORROWER WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREUNDER OR ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR ACTIONS.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers in counterparts all as of the day and year first written above.

Signed, sealed and delivered in the presence of:

VNB:

**VALLEY NATIONAL BANK**, a National banking association

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Charles Drayton

Title: Vice President/Commercial Banking

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: 1700 Palm Beach Lakes Boulevard  
Suite 1000  
West Palm Beach, Florida 33401

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by Charles Drayton, the Vice President of Valley National Bank, a national banking association, on behalf of such entity. He (*check one*)  is personally known to me, or  has proved to me on basis of satisfactory evidence to be the person who executed this instrument.

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

BORROWER:

**ST. JOHNS HOUSING PARTNERSHIP, INC.**, a Florida not-for-profit corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: William N. Lazar

Title: Executive Director

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: 525 West King Street  
St. Augustine, Florida 32084

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by William N. Lazar, the Executive Director of **ST. JOHNS HOUSING PARTNERSHIP, INC.**, a Florida corporation, on behalf of the corporation. He (*check one*)  is personally known to me, or  has proved to me on basis of satisfactory evidence to be the person who executed this instrument.

\_\_\_\_\_  
Notary Public, State and County Aforesaid

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

PRIOR LENDER:

**ST. JOHNS COUNTY**, a political subdivision of the State of Florida

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, on behalf of such entity. He (*check one*)  is personally known to me, or  has proved to me on basis of satisfactory evidence to be the person who executed this instrument.

\_\_\_\_\_  
Notary Public, State and County Aforesaid

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_



EXHIBIT "A"

THE EAST 1/2 OF LOTS 13 AND 14, BLOCK 130, AFRO-AMERICAN SUBDIVISION OF THE DANCY TRACT UNIT NO.3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEASTERLY CORNER OF LOT 13, RUN SOUTH 39 DEGREES 50 MINUTES 00 SECONDS EAST ALONG THE EASTERLY BOUNDARY OF LOTS 13 AND 14, 150.48 FEET TO THE SOUTHEASTERLY CORNER OF LOT 14, THENCE RUN SOUTH 84 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY OF LOT 14, 85.75 FEET TO A POINT HALF WAY TO THE SOUTHWESTERLY CORNER OF LOT 14, THENCE RUN NORTH 24 DEGREES 31 MINUTES 41 SECONDS WEST, 131.83 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 13 BEING THE HALF WAY MARK BETWEEN ITS NORTHWESTERLY AND NORTHEASTERLY CORNERS, THENCE RUN NORTH 84 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 43.86 FEET TO THE POINT OF BEGINNING AND TO CLOSE.

Prepared by, record & return to:  
Cecile E. Rider, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

Estate Title – ORNT/62725

**SUBORDINATION AGREEMENT**  
***(2700 Usina Street; Loan #4100053936)***

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of February \_\_\_, 2020, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida ("Prior Lender"), **ST. JOHNS HOUSING PARTNERSHIP, INC.**, a Florida not-for-profit corporation ("Borrower") and **VALLEY NATIONAL BANK**, a National banking association ("VNB").

**PREAMBLE**

**WHEREAS**, the Borrower and VNB are parties to that certain Mortgage, Security Agreement and Financing Statement (the "VNB Mortgage") and that certain Conditional Assignment of Rents Leases and Revenues, both dated as of even date herewith (the "VNB Assignment of Rents"), encumbering real property located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto (the "Property") to be recorded in the public records of St. Johns County, Florida, and which VNB Mortgage and VNB Assignment of Rents secure a promissory note in the original principal amount of Eighty Five Thousand Five Hundred Twenty Nine and 00/100 Dollars (\$85,529.00) ("VNB Note") all pursuant to which the Borrower is indebted to VNB (the "VNB Loan"); and

**WHEREAS**, the Borrower and the Prior Lender have entered into a Mortgage (the "Prior Mortgage") securing a note in the original principal amount of Fifty One Thousand and 00/100 Dollars (\$51,000.00) (the "Prior Note") which Prior Mortgage is recorded in Official Records Book 4795, Page 1413, of the public records of St. Johns County, Florida; and

**WHEREAS**, VNB has required, as a condition of the VNB Loan, that Prior Lender subordinate the Prior Mortgage and the indebtedness evidenced by the Prior Note to the VNB Note, VNB Mortgage, VNB Assignment of Rents and the VNB Loan, and Prior Lender has agreed to subordinate the same knowing that VNB will act in reliance on its execution and delivery of this Subordination Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the representations, covenants, conditions and other provisions hereinafter set forth, the parties hereto agree as follows:

1. Subordination of Obligations. The Prior Lender, for itself, its successors and assigns, agrees that the Prior Note and Prior Mortgage (the "Subordinated Documents") are hereby expressly made fully subordinate and subject in right of payment and priority of lien

on the Property to the VNB Note, VNB Mortgage, VNB Assignment of Rents and the VNB Loan ("Senior Indebtedness Documents").

2. Liens. The Prior Lender agrees not to take (a) any action to challenge the validity, enforceability, amount or priority of the liens securing the Senior Indebtedness, (b) induce any other person to take such actions, or (c) cooperate with any person in taking such actions.

3. Rights Cumulative. The rights and remedies of VNB under this Agreement shall be cumulative and not exclusive of any rights or remedies which it would otherwise have, and no failure or delay by VNB in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

4. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by VNB and the Prior Lender (and, if the rights or duties of the Borrower are affected thereby, by the Borrower).

5. Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, except that (i) the Prior Lender may not assign its obligations under this Agreement except as permitted hereunder and (ii) the Borrower may not assign its rights or obligations under this Agreement.

(b) VNB may at any time sell, assign, transfer, grant participations in, or otherwise dispose of all or any portion of the Senior Indebtedness or of its right, title and interest therein or thereto or in or to this Agreement and any such purchaser, assignee, transferee, participant or successor shall thereupon be entitled to the rights, powers and privileges of VNB hereunder.

6. Governing Law and Venue. The validity of this Agreement, the construction, interpretation and enforcement hereof and the rights of the parties hereunder shall be determined under, governed by, and construed in accordance with the internal laws of the State of Florida. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in State and Federal Courts located in the County of St. Johns, State of Florida unless such actions or proceedings are required to be brought in another court to obtain subject matter jurisdiction over the matter in controversy. **VNB, THE PRIOR LENDER AND THE BORROWER WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION OR PROCEEDING AGAINST THE PRIOR LENDER, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ITS ADDRESS INDICATED ON THE SIGNATURE**

**PAGE(S) BELOW, SUCH SERVICE TO BECOME EFFECTIVE TEN CALENDAR DAYS AFTER SUCH MAILING.**

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

8. Entire Agreement. This Agreement, the Senior Indebtedness Documents and the Subordinated Documents embody the entire agreement among the parties hereto and supersede all prior agreements, representations and understandings, if any, relating to the subject matter hereof.

9. Waiver of Trial by Jury. VNB, THE PRIOR LENDER AND THE BORROWER WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREUNDER OR ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR ACTIONS.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers in counterparts all as of the day and year first written above.

Signed, sealed and delivered in the presence of:

VNB:

VALLEY NATIONAL BANK, a National banking association

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Charles Drayton

Title: Vice President/Commercial Banking

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: 1700 Palm Beach Lakes Boulevard  
Suite 1000  
West Palm Beach, Florida 33401

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of April, 2020, by Charles Drayton, the Vice President of Valley National Bank, a national banking association, on behalf of such entity. He (*check one*)  is personally known to me, or  has proved to me on basis of satisfactory evidence to be the person who executed this instrument.

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

BORROWER:

**ST. JOHNS HOUSING PARTNERSHIP, INC.**,  
a Florida not-for-profit corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: William N. Lazar

Title: Executive Director

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: 525 West King Street  
St. Augustine, Florida 32084

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of April 2020, by William N. Lazar, the Executive Director of **ST. JOHNS HOUSING PARTNERSHIP, INC.**, a Florida corporation, on behalf of the corporation. He (*check one*)  is personally known to me, or  has proved to me on basis of satisfactory evidence to be the person who executed this instrument.

\_\_\_\_\_  
Notary Public, State and County Aforesaid

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

PRIOR LENDER:

**ST. JOHNS COUNTY**, a political subdivision of the State of Florida

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of April, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, on behalf of such entity. He (*check one*)  is personally known to me, or  has proved to me on basis of satisfactory evidence to be the person who executed this instrument.

\_\_\_\_\_  
Notary Public, State and County Aforesaid

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

EXHIBIT "A"

LOT 10, BLOCK 22, ST. SEBASTIAN, IN GOVERNMENT LOT 3, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 134, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH THE SOUTH 1/2 OF VACATED STREET LYING NORTH OF SUBJECT PROPERTY PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 701, PAGE 1958, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.