

Know All Men By These Presents:**Whereas,** INDIAN RIVER CONSTRUCTION AND DEVELOPMENT, INC.

hereinafter referred to as the mortgagor, by Indenture of Mortgage bearing date the 5th day of May, A.D. 1992, and recorded in the office of the Clerk of the Circuit Court in and for the County of Indian River, State of Florida, in Official Records Book 0934, Page 0146, granted and conveyed unto FLOYD W. WARREN, JR.

hereinafter referred to as the mortgagee, and his assigns, the premises therein particularly described, to secure the payment of the sum of One Hundred Thousand Dollars ----- Dollars, 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 Twenty Thousand and no/100----- Dollars, to him 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, and its ~~assigns~~ assigns, that certain portion of the premises conveyed by said mortgage, more particularly described as follows:

Parcel 36, PEPPERTREE, as further described on Schedule A attached hereto and made a part hereof.

To Have and to Hold the same, with the appurtenances, unto the said mortgagor and its ~~heirs and assigns~~ 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 his hand and seal this 22nd day of JANUARY, 1993

Signed, sealed and delivered in the presence of:

1. Barbara J. McKeag
Printed Name: BARBARA J. MC KEAG

2. Patricia A. Durrell
Printed Name: PATRICIA A. DURRELL

STATE OF ~~XXXXXX~~ FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared FLOYD W. WARREN, JR., ~~who has provided his~~ who has provided his FLORIDA DRIVER'S LICENSE as identification, and ~~(type of identification if not known)~~ who executed the foregoing instrument and he acknowledged before me that he executed the same, and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of JANUARY A. D. 19 93.

NOTARY PUBLIC

PRINTED NAME OF NOTARY

Patricia A. Durrell

MY COMMISSION EXPIRES: 2-22-95

COMMISSION NO. 00083537

This Instrument prepared by:

Address SAMUEL A. BLOCK, PA/tw
ATTORNEY AT LAW, 2127-10TH
AVENUE, VERO BEACH, FL 32960

(NOTARY SEAL)

RECORD AND RETURN TO SAMUEL A. BLOCK, PA/tw

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LEGAL DESCRIPTION

That portion of the Plat of Peppertree, according to the plat thereof recorded in Plat Book 11 on page 59 of the Public Records of Indian River County, Florida, and shown as Parcel 36 on a Site Plan of Peppertree as approved by the Town of Indian River Shores, Florida, described as follows:

PARCEL 36

Commencing at the Northeasterlymost corner of the Plat of PEPPERTREE SUBDIVISION, as Recorded in Plat Book 11, page 59, Public Records of Indian River County, Florida, run South 17° 56' 21" East along the West right-of-way of State Road A-1-A, 142.09 feet; thence South 62° 14' 11" West, 61.71 feet to the Point of Beginning.

From the Point of Beginning, continue South 62° 14' 11" West, 51.34 feet; thence run South 17° 56' 39" East, 125.50 feet; thence North 72° 03' 41" East, 50.59 feet; thence run North 17° 56' 33" West, 134.26 feet to the Point of Beginning.