

AGREEMENT FOR DEED

THIS AGREEMENT FOR DEED, made this 24th day of October, 2022 between TERRY M. KELLY, (a married person selling non-homestead property) here-in-after referred to as "SELLER", and TRACY A. DURANTY, (a married person) whose mailing address is 201 Justin Avenue, ~~Burlington, VT., 05201~~, hereinafter referred to as "BUYER".

Bennington *TMK*

WITNESSETH that, if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the SELLER hereby covenants and agrees to convey and assures to the said BUYER, his heirs, executors, administrators and assigns, in fee simple, free and clear of all liens and encumbrances whatsoever, by a good and sufficient WARRANTY DEED, the following described property, situated in the County of Columbia, State of Florida, known and described as follows:

THE S ½ OF THE S ½ OF THE SW ¼ OF THE NW ¼ OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 EAST COLUMBIA COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 670.24 FEET THEREOF.

TOGETHER WITH AN EASEMENT OF INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: BEGIN AT THE NE CORNER OF THE WEST ½ OF THE NW ¼ AND RUN SOUTH 1980.00 FEET; THENCE WEST 50.00 FEET; RUN NORTH 1980.00 FEET; RUN EAST 50.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH AN EASEMENT OF INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE EAST 30.00 FEET OF THE N ½ OF THE S ½ OF THE SW ¼ OF THE NW ¼ OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 EAST.

ALSO SUBJECT to restrictions, easements and outstanding mineral rights of record, if any; local building and zoning regulations; land use regulations; and taxes for 2022 and subsequent years.

Buyer agrees to pay the purchase price for the property in the amount of \$ 50,000.00

The purchase price shall be paid as follows:

- (1) A down payment of \$ 5,000.00
- (2) Monthly payments in the amount of \$ 376.40 shall commence 30 days from the buyer's date of signing this document, and shall include interest at the annual rate of 8 %, and continue each month thereafter for five years (60 months)
- (3) At the end of five years the remaining balance shall be due and payable in full

The buyer shall have the right to make prepayments of all or part of the principal at any time without penalty.

SPECIAL TERMS AND CONDITIONS:

1. Within 1 month, the Seller shall pay for recording, documentary stamps and intangible tax on this Agreement provided that all payments have been made timely. At the time WARRANTY DEED is delivered, the Seller shall pay for the preparation of said deed.
2. At such time as the Buyer shall have paid the full amount due and payable under this Agreement, the SELLER promises and agrees to convey the above described property to the BUYER by good and sufficient WARRANTY DEED. The SELLER warrants that the title to the property can be insured by a title insurance company authorized to do business in the State of Florida. At the request and expense of the BUYER, the SELLER agrees to obtain title insurance insuring the title to the property, containing only the usual exceptions for policies issued in this county.
3. The BUYER shall be permitted to go into possession of the property covered by this Agreement immediately and shall assume all liability for taxes from and after that date.
4. In the event that the payments due on the AGREEMENT FOR DEED are not paid within fifteen (15) days after they become due, the SELLER shall have, in addition to the other rights provided for under said AGREEMENT FOR DEED, the right to collect a late charge in an amount equal to ten percent (10%) of the amount of the delinquent payment.
5. The time of payment shall be of the essence, and in the event of any default in the performance of the obligations assumed by the BUYER in this Agreement, including the payment of taxes, then the SELLER may consider the whole of the balance due under this Agreement immediately due and payable and collectible, or the SELLER may rescind this Agreement, retaining the cash consideration paid for it as liquidated damages, and this Agreement then shall become null and void and the SELLER may proceed to enforce this Agreement by foreclosure proceedings, cancellation proceedings, or otherwise. All costs of these proceedings, including a reasonable attorney's fee, shall be paid by the BUYER.
6. BUYER agrees not to place any improvements upon the above-described property, so as to create any lien thereon in favor of any third party, or in any way permit a lien on the property which may

Inst: 202212020867 Date: 11/01/2022 Time: 11:46AM
Page 1 of 2 B: 1478 P: 1186 James M Swisher Jr, Clerk of Court
Columbia County, By: VC
Deputy ClerkDoc Stamp Deed: 350.00

Inst: 202212022552 Date: 11/29/2022 Time: 1:53PM
Page 1 of 2 B: 1480 P: 291 James M Swisher Jr, Clerk of Court
Columbia County, By: AM
Deputy ClerkDoc Stamp Mort: 157.50 Int Tax: 90.00

7. For a period of 5 years from date, no junk motor vehicles, appliances or any other junk shall be placed or stored on the property. Any mobile home must not be more than five years old when placed on the property; shall contain at least 700 sq. feet of heated area and shall be under-skirted within 6 months of placement on the property. Other than household pets, no livestock shall be kept on the property except 1 farm animal per acre. Those shall be kept in such condition that they do not constitute a nuisance to neighbors.

8. Buyer may sell any marketable timber (IF ANY) on the condition that the seller agrees in writing that the selling price is reasonable as long as the total proceeds are used to reduce amounts owed to the seller under this agreement.

9. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto. And the undersigned BUYER acknowledges receipt of a copy of this Agreement and agrees to all the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

As to Sellers

Signed in the presence of:

Terry M. Kelly

Witness signature

Lorne Sweetapple

Witness printed name

Amber McBride

Witness signature

Amber McBride

Witness printed name

Terry M. Kelly (SEAL)
TERRY M. KELLY

As to Buyers

Signed in the presence of:

Jennifer McDermott

Witness signature

Jennifer McDermott

Witness printed name

Kayla Bartlett

Witness signature

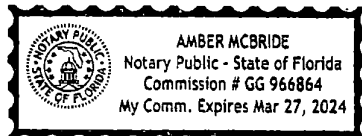
Kayla Bartlett

Witness printed name

Tracy Duranty (SEAL)
TRACY DURANTY

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 10th day of OCTOBER, 2022, by TERRY M. KELLY. Said person(s) is/are personally known to me. Amber McBride



Notary Public

My commission expires: 3/27/2024

STATE OF VERMONT
COUNTY OF Bennington

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 2022, by TRACY A. DURANTY. Said person(s) is/are personally known to me. Said person(s) provided the following type of identification. VA DL # 13329507, Exp # 11/29/2024

Notary Public

My commission expires: 1/31/2023

This instrument was prepared by:
TERRY M. KELLY
P. O. Box 1116, Lake City, Fl. 32056-1116

