AGREEMENT FOR DEED

THIS AGREEMENT, made and entered into this 28 day of October, 2023, by and between VELMA C. PERRY, hereinafter Vendor, and RICHARD ELLET BIAS, hereinafter Purchasers,

WITNESSETH:

THAT, for and in consideration of the mutual promises and covenants contained in this Agreement and for other valuable considerations passing between the parties, the Vendor agrees to sell and the Purchaser agrees to buy the following-described real property, situate, lying and being in COLUMBIA County, Florida:

Lot 2, Flatt Subdivision, a subdivision according to the plat thereof recorded in Plat Book 7, Page 122, public records of Columbia County, Florida.

Subject to a 30 foot wide strip of land to be used as a common drive easement lying South of the following described line: Commence at the NE corner of the above-described lot; thence West 60 feet.

Together with a 30-foot wide strip of land to be used as a common drive easement lying North and adjacent to the above-described easement.

Restrictions: No junk (including junk cars) may be placed or kept on the property.

Subject to right of way easements of record and outstanding mineral easements of record.

Tax ID Number 25-5S-15E-00479-102.

- 1. The total purchase price of the property shall be the sum of \$45,000.00, payable at the time, and in the manner following: balance of \$45,000.00 to bear interest at at the rate of 7% per annum and to be payable at the rate of \$350.00 per month beginning November 1, 2023, and on the 1st day of each and every calendar month thereafter until the sum is paid in full (November 1, 2043). Each of the payments shall be credited first to interest and the balance to principal, prepayment shall be permitted at any time and from time to time without penalty.
- 2. It is understood and agreed between the parties that, when the principal sum has been paid in full, the Vendor shall deliver to the Purchaser a Warranty Deed with all required stamps affixed thereto, conveying said property to Purchasers free and clear of all liens and encumbrances, except as otherwise herein mentioned and subject only to restrictions and easements of record.

- 3. The Purchaser shall be permitted to go into possession of the property covered by this Agreement on the date of its execution, and shall assume all liability for insurance, taxes and maintenance from and after that date. The Purchaser agrees to maintain the exterior and interior of all buildings, if any, in good condition and to maintain fire and extended coverage insurance on the buildings, if any, in an amount of not less than the balance due Vendor under this Agreement or the maximum insurable value of the property, whichever is less.
- 4. The time of payment shall be of the essence and in the event of any default in payment of any part of the purchase money as and when it becomes due or in the performance of any other obligations assumed by the Purchaser in this Agreement, and in the event that the default shall continue for a period of fifteen (15) days, then the Vendor may consider the whole of the balance due under this Agreement as immediately due and payable and collectible, or the Vendor may rescind this Agreement retaining the cash consideration paid for it as liquidated damages, and this Agreement shall then become null and void. In the eve nt that it is necessary for the Vendor to enforce this Agreement by foreclosure proceedings or otherwise, all costs of those proceedings, including a reasonable attorney's fee, shall be paid by the Purchaser.
- 5. SPECIAL PROVISIONS, IF ANY: The Vendor guarantees to convey the Purchaser only those mineral rights which they may own pertaining to this property. Any mineral rights which may be owned by other parties are not included in this transaction.
- 6. The obligations and benefits under this contract shall extend to the personal representatives, heirs and assigns of the respective parties to it.
- 7. We. VELMA C. PERRY and RICHARD ELLETT BIAS agree that the Purchaser is responsible for recording the AGREEMENT FOR DEED.

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

Richard Ellet Bias (Purchaser)

Signed, Sealed and Delivered in the Presence of:

Signature of Witness

Mala ITT and

Printed Name of Witness

Signature of witness)	Velma C. Perry (Vendor)
Printed Name of Witness	
STATE OF FLORIDA COUNTY OF COLUMBIA	
The foregoing instrument was acknowledged before me by Velma C. Perry, to me personally known or known after production of <u>Drivers</u> as identification and by Richard Ellet Bias, to me personally known or known after production of <u>Drivers</u> as identification, this <u>Drivers</u> day of October, 2023.	
(Seal if any) KAYLA ODOM Commission # HH 391925 Expires April 27, 2027	Signature of Notary
	Printed Name of Notary Notary Public, State of Florida at Large
	Serial No. if any <u>HH391935</u>
	Commission Expires: 4-27-27