

DATE 10/25/2005

Columbia County Building Permit

PERMIT 000023766

This Permit Expires One Year From the Date of Issue

APPLICANT RAY LUSSIER PHONE 758-7522  
ADDRESS 757 SW SR 247 SUITE 101 LAKE CITY FL 32025  
OWNER DEBORAH HALL PHONE 781-724-8972  
ADDRESS 1634 SW SUNVIEW ST FORT WHITE FL 32038  
CONTRACTOR ADVANTAGE POOLS PHONE 758-7522  
LOCATION OF PROPERTY 47 S, L SUNVIEW ST, AT END OF CUL-DE-SAC

TYPE DEVELOPMENT SWIMMING POOL ESTIMATED COST OF CONSTRUCTION 24781.00  
HEATED FLOOR AREA TOTAL AREA HEIGHT .00 STORIES  
FOUNDATION WALLS ROOF PITCH FLOOR  
LAND USE & ZONING AG-3 MAX. HEIGHT 35  
Minimum Set Back Requirments: STREET-FRONT 30.00 REAR 25.00 SIDE 25.00  
NO. EX.D.U. 1 FLOOD ZONE XPP DEVELOPMENT PERMIT NO.

PARCEL ID 32-5S-16-03745-214 SUBDIVISION SUNVIEW ESTATES  
LOT 14 BLOCK PHASE UNIT TOTAL ACRES

CPC1456754  
Culvert Permit No. Culvert Waiver Contractor's License Number Applicant/Owner/Contractor  
EXISTNG X05-0293 BK JH N  
Driveway Connection Septic Tank Number LU & Zoning checked by Approved for Issuance New Resident

COMMENTS: NOC ON FILE  
Check # or Cash 174

FOR BUILDING & ZONING DEPARTMENT ONLY

(footer/Slab)

Temporary Power Foundation Monolithic date/app. by date/app. by date/app. by  
Under slab rough-in plumbing Slab Sheathing/Nailing date/app. by  
Framing Rough-in plumbing above slab and below wood floor date/app. by  
Electrical rough-in Heat & Air Duct Peri. beam (Lintel) date/app. by  
Permanent power C.O. Final Culvert date/app. by  
M/H tie downs, blocking, electricity and plumbing Pool date/app. by  
Reconnection Pump pole Utility Pole date/app. by  
M/H Pole Travel Trailer Re-roof date/app. by

BUILDING PERMIT FEE \$ 125.00 CERTIFICATION FEE \$ .00 SURCHARGE FEE \$ .00  
MISC. FEES \$ .00 ZONING CERT. FEE \$ FIRE FEE \$ .00 WASTE FEE \$  
FLOOD DEVELOPMENT FEE \$ FLOOD ZONE FEE \$ CULVERT FEE \$ TOTAL FEE 125.00  
INSPECTORS OFFICE CLERKS OFFICE

NOTICE: IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES, OR FEDERAL AGENCIES.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

This Permit Must Be Prominently Posted on Premises During Construction

PLEASE NOTIFY THE COLUMBIA COUNTY BUILDING DEPARTMENT AT LEAST 24 HOURS IN ADVANCE OF EACH INSPECTION, IN ORDER THAT IT MAY BE MADE WITHOUT DELAY OR INCONVIENCE, PHONE 758-1008. THIS PERMIT IS NOT VALID UNLESS THE WORK AUTHORIZED BY IT IS COMMENCED WITHIN 6 MONTHS AFTER ISSUANCE.

The Issuance of this Permit Does Not Waive Compliance by Permittee with Deed Restrictions.



For Office Use Only Application # 0510-6S Date Received 10/21/05 By JW Permit # 23766  
Application Approved by - Zoning Official BLK 10-25-05 Date 11-25-05 Plans Examiner OK JTH Date 10-25-05  
Flood Zone XPP Development Permit N/A Zoning A-3 Land Use Plan Map Category A-3  
Comments \_\_\_\_\_

Applicants Name Advantage Pools - Ray Hussier Phone (386) 758-7522  
Address 757 SW SR 247 Suite 101 Lake City, FL 32025  
Owners Name Deborah E. Hall Phone (781) 724-8972  
911 Address 1634 SW Sunview Street, Ft. White, FL 32038  
Contractors Name Advantage Pools Phone 386-758-7522  
Address 757 SW SR 247 Suite 101 Lake City, Florida 32025  
Fee Simple Owner Name & Address \_\_\_\_\_  
Bonding Co. Name & Address \_\_\_\_\_  
Architect/Engineer Name & Address \_\_\_\_\_  
Mortgage Lenders Name & Address \_\_\_\_\_

Circle the correct power company - FL Power & Light - Clay Elec. - Suwannee Valley Elec. - Progressive Energy

Property ID Number 32-58-16-03743-214 Estimated Cost of Construction \$24,781.00

Subdivision Name Sunview Estates Lot 14 Block \_\_\_\_\_ Unit \_\_\_\_\_ Phase \_\_\_\_\_

Driving Directions South on RT 47 past Columbia City; left on SW Sunview St,  
Lot #14 on left @ end of culdesac

Type of Construction Swimming Pool Number of Existing Dwellings on Property \_\_\_\_\_

Total Acreage \_\_\_\_\_ Lot Size \_\_\_\_\_ Do you need a - Culvert Permit or Culvert Waiver or Have an Existing Drive

Actual Distance of Structure from Property Lines - Front 450' Side 145' Side 145' Rear 275'

Total Building Height \_\_\_\_\_ Number of Stories \_\_\_\_\_ Heated Floor Area \_\_\_\_\_ Roof Pitch \_\_\_\_\_

Application is hereby made to obtain a permit to do work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work be performed to meet the standards of all laws regulating construction in this jurisdiction.

OWNERS AFFIDAVIT: I hereby certify that all the foregoing information is accurate and all work will be done in compliance with all applicable laws and regulating construction and zoning.

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Raymond Hussier  
Owner/Builder or Agent (Including Contractor)

Raymond Hussier  
Contractor Signature

Contractors License Number CPC1456754

Competency Card Number \_\_\_\_\_

NOTARY STAMP/SEAL

STATE OF FLORIDA  
COUNTY OF COLUMBIA



Carman James  
MY COMMISSION # DD223375  
June 16, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

Sworn to (or affirmed) and subscribed before me

this 21st day of October 2005.

Personally known ☒ or Produced Identification \_\_\_\_\_

Carman James

Notary Signature



Notes to (enclose self-addressed stamped envelope)

Name: Advantage Pools

Address: 757 S.W. SR. 247 Suite 101 Lake City FL 32025

This Instrument Prepared by:

Name: Advantage Pools

Address: 757 S.W. SR. 247 Suite 101 Lake City FL 32025

Property Appraiser's Parcel Identification

Inst: 2005026313 Date: 10/21/2005 Time: 11:21  
DC, P. Dewitt Cason, Columbia County B: 1062 P: 1767

386-758-7522

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

# NOTICE OF COMMENCEMENT

Tax Folio No. \_\_\_\_\_

Permit No. \_\_\_\_\_

State of Florida \_\_\_\_\_ }  
County of Columbia }

The undersigned hereby give notice that improvements will be made to certain real property, and in accordance with chapter 713 of the Florida Statutes, the following information is provided in this NOTICE OF COMMENCEMENT.

Legal description of property (include Street Address, if available) 11634 SW Sunview St. Ft. White, FL 32038, Lot #14 Sunview Estates, 32-55-116-D3745-214

General description of improvements Swimming Pools

Owner's Name Deborah E. Hall

Address 11634 SW Sunview St. Ft. White, FL 32038

Owner's interest in site of the improvement \_\_\_\_\_

Fee Simple Title holder (if other than owner) \_\_\_\_\_

Address \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractor Advantage Pools Phone: 386-758-7522 Fax: 386-758-6932

Address 757 S.W. SR. 247 Suite 101 Lake City FL 32025 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Surety \_\_\_\_\_ Amount of bond \$ \_\_\_\_\_

Address \_\_\_\_\_

Lender's Name \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address \_\_\_\_\_

Persons within the State of Florida designated by owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes.

Name \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address \_\_\_\_\_

In addition to himself, owner designates Ray Lussier of Advantage Pools Phone: 758-7322 Fax: 758-26932

Of \_\_\_\_\_

to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.

Expiration date of Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

Deborah E. Hall  
Signature of Owner

DEBORAH HALL  
Printed Name of Owner

NOTARY PUBLIC STAMP SEAL



Carman James  
MY COMMISSION # DD223375 EXPIRES  
June 16, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

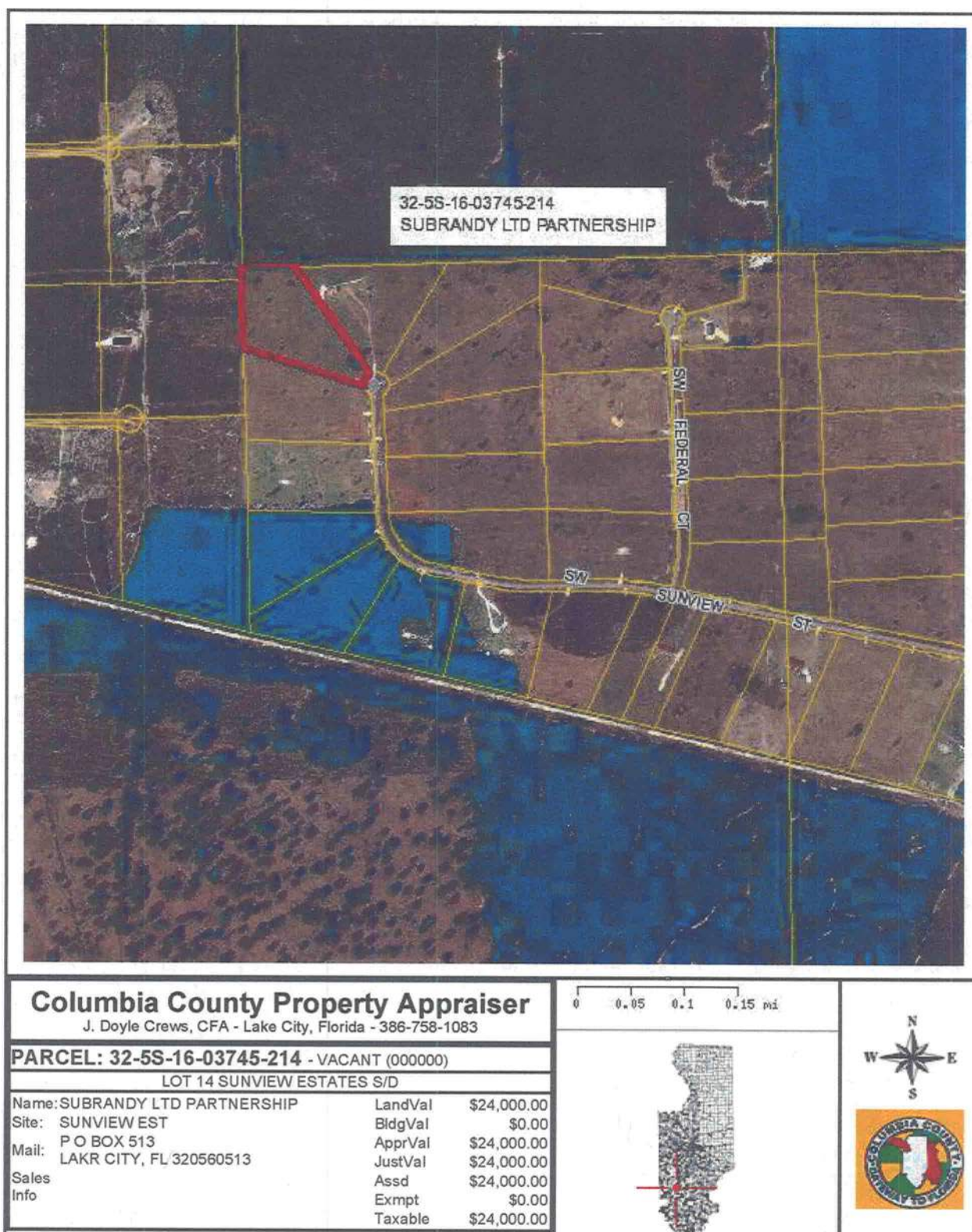
I have relied upon the following identification of the Affiant id.

Subscribed before me this 10th day of 10 2005

Carman James  
Notary Signature

Carman James  
Printed Name





This information, GIS Map Updated: 8/3/2005, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

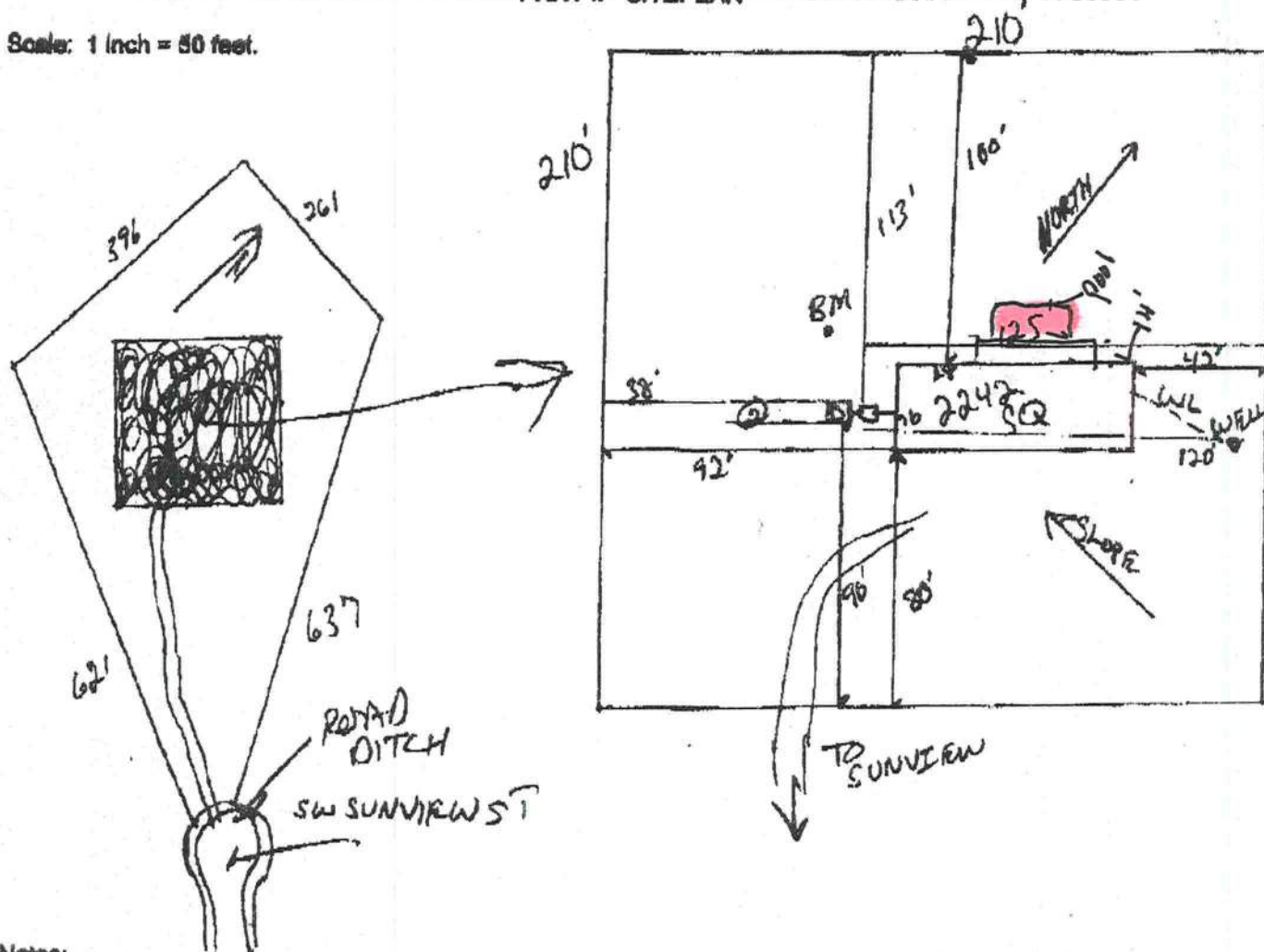


STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
APPLICATION FOR ONSITE SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMIT

Permit Application Number 05-0935N

## -----PART II - SITEPLAN-----

Scale: 1 inch = 50 feet.



Notes:

Site Plan submitted by: Rock 7-0Plan Approved ☒Not Approved ☐By Mr. A. 2-2Columbia

MASTER CONTRACTOR

Date 9-13-05

County Health Department

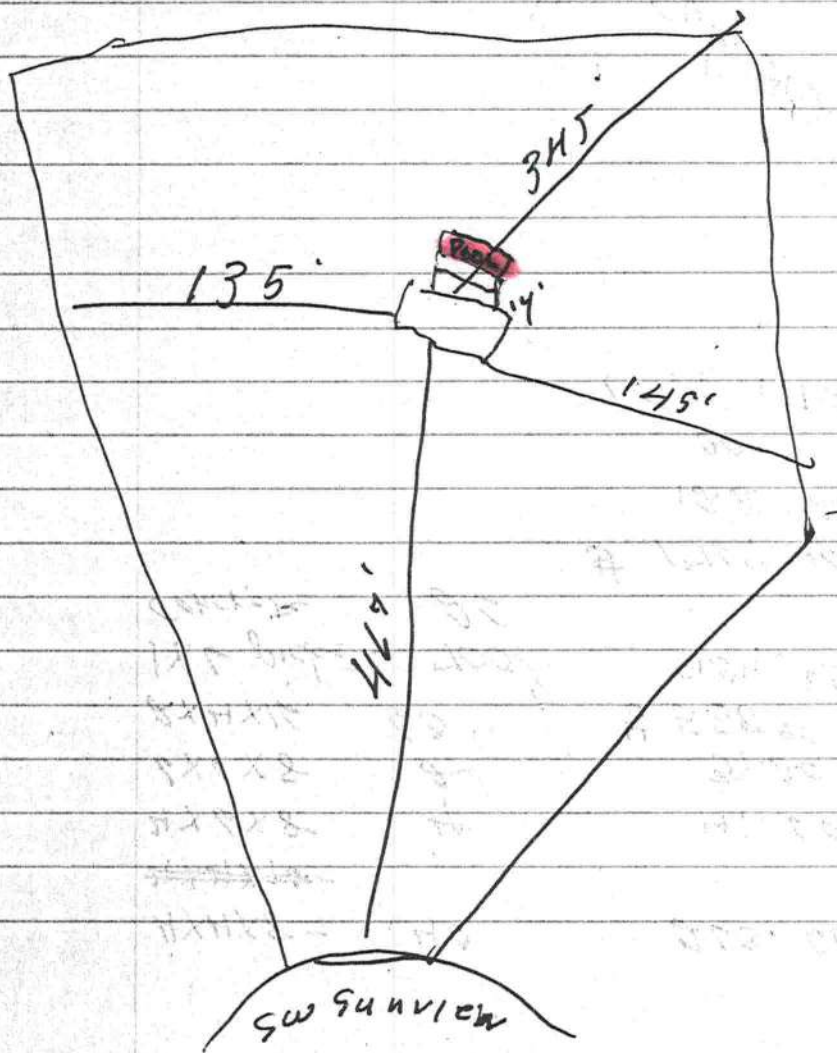
ALL CHANGES MUST BE APPROVED BY THE COUNTY HEALTH DEPARTMENT

DH 4016, 10/00 (Replaces HRS-M Form 4016 which may be used)  
(Book Number: 8744-038-4016-8)

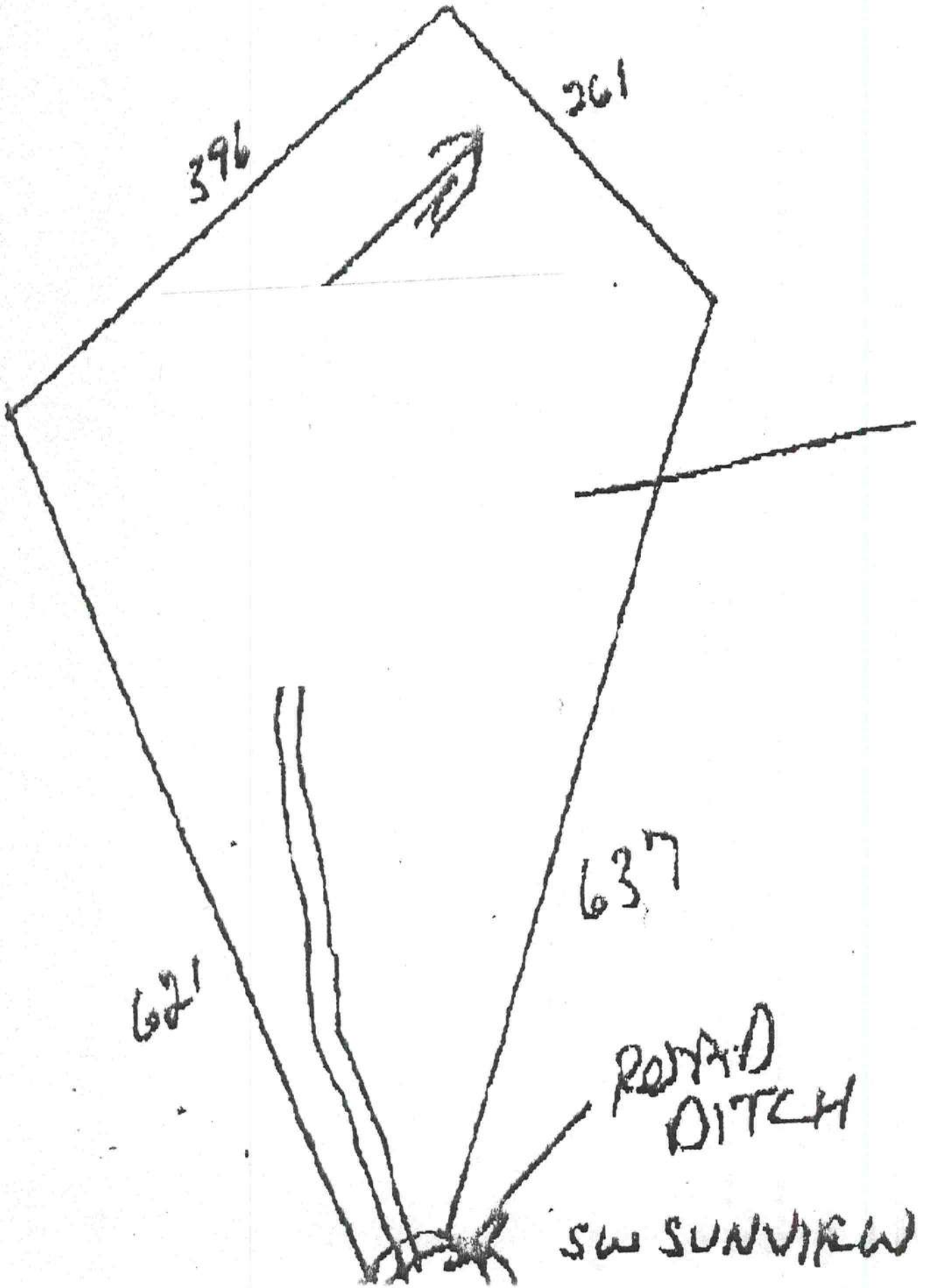
Page 2 of 4

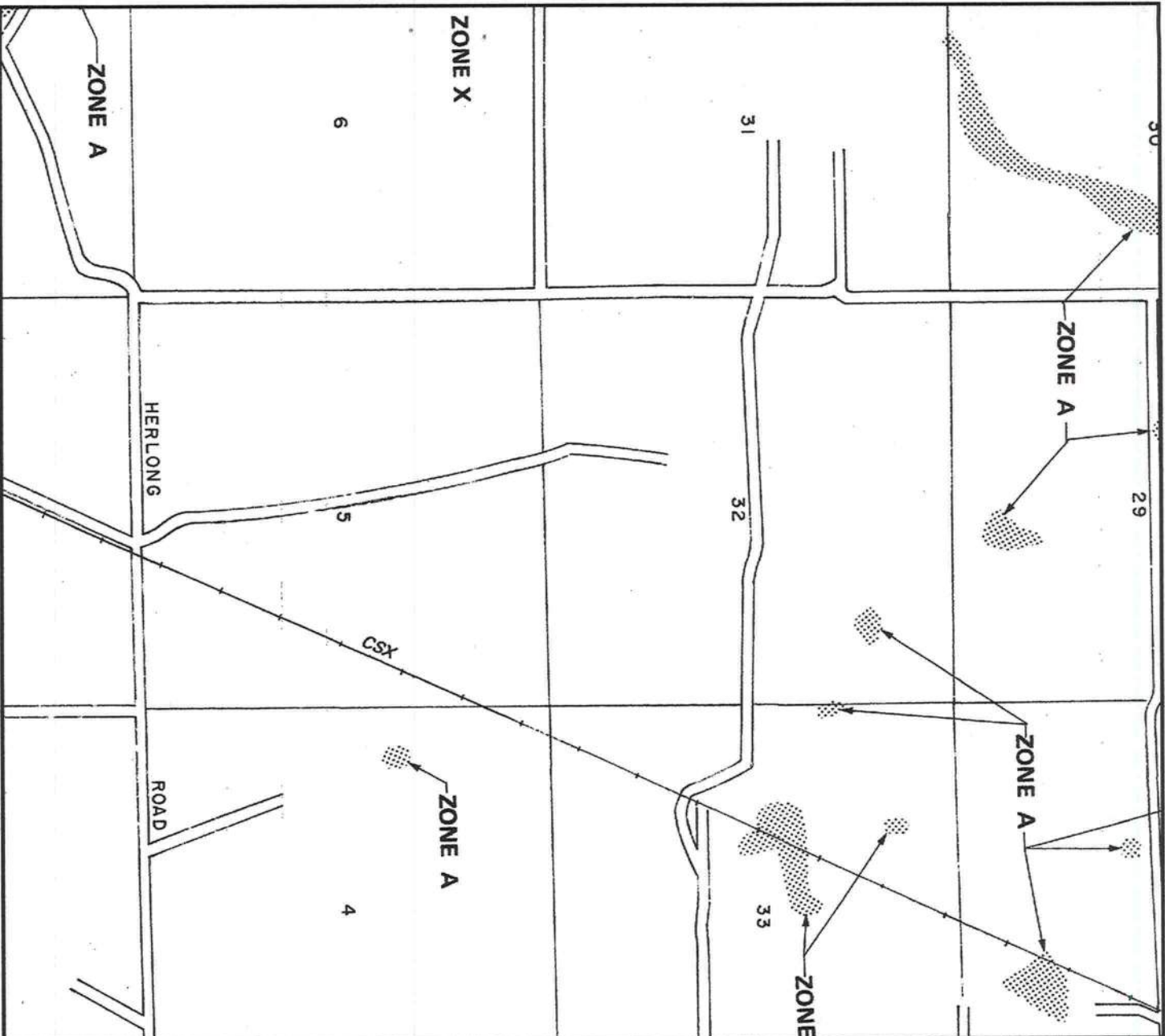
SEP 20 05 15:09 No. 016 P. 21

CCL. CO. HEALTH DEPT. ID: 386-758-2187

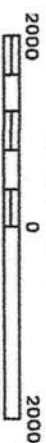








APPROXIMATE SCALE IN FEET



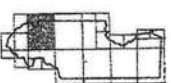
NATIONAL FLOOD INSURANCE PROGRAM

# FIRM FLOOD INSURANCE RATE MAP

COLUMBIA  
COUNTY,  
FLORIDA  
(UNINCORPORATED AREAS)

PANEL 225 OF 290

PANEL LOCATION



COMMUNITY-PANEL NUMBER  
120070 0225 B

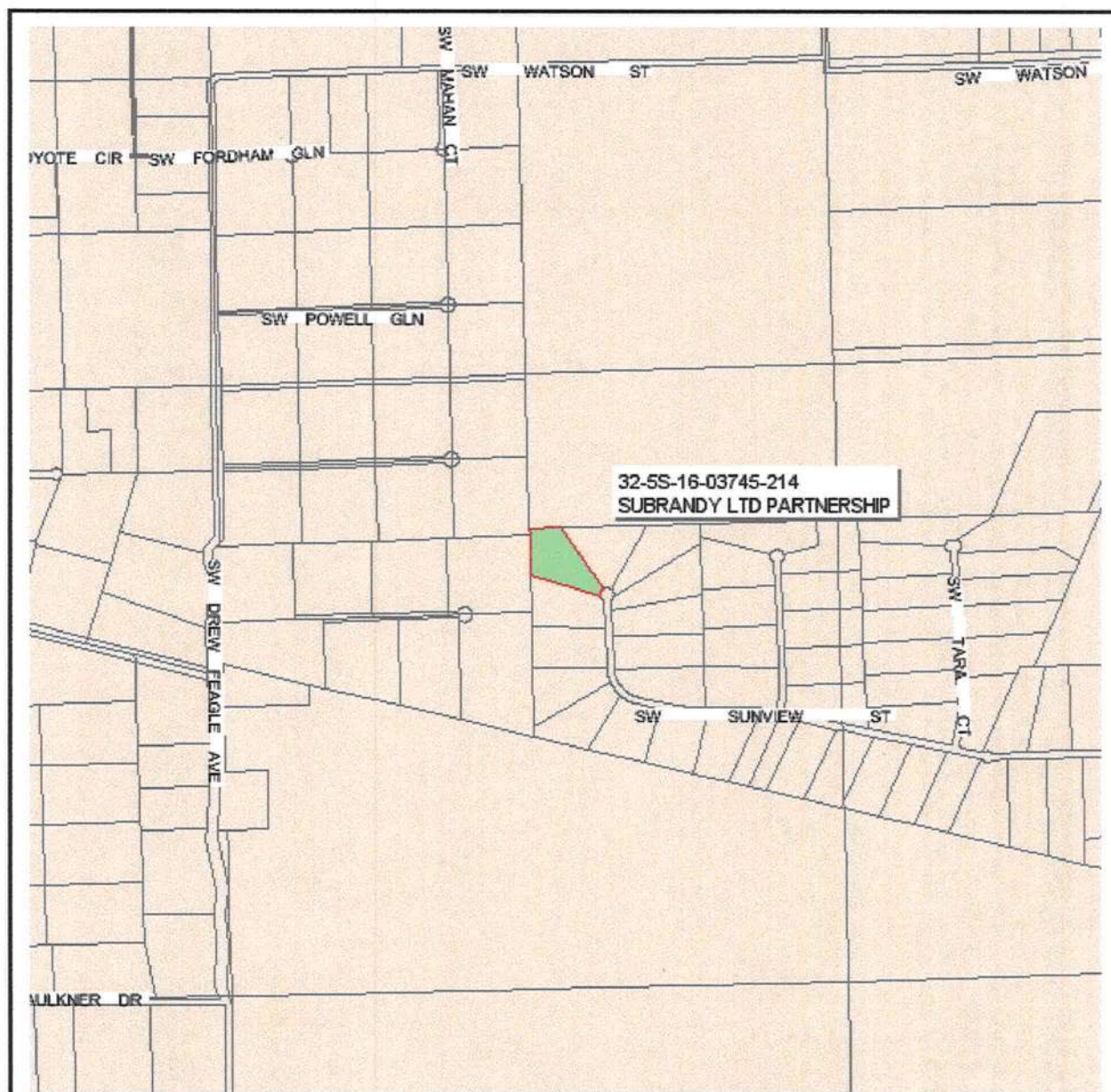
EFFECTIVE DATE:  
JANUARY 6, 1988



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT Version 1.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Further information about National Flood Insurance Program flood hazard maps is available at [www.fema.gov/nflbtsd](http://www.fema.gov/nflbtsd).



**Columbia County Property Appraiser**

J. Doyle Crews, CFA - Lake City, Florida - 386-756-1083

**PARCEL: 32-5S-16-03745-214 - VACANT (000000)****LOT 14 SUNVIEW ESTATES S/D**

|                                |         |             |
|--------------------------------|---------|-------------|
| Name: SUBRANDY LTD PARTNERSHIP | LandVal | \$24,000.00 |
| Site: SUNVIEW EST              | BldgVal | \$0.00      |
| Mail: P O BOX 513              | ApprVal | \$24,000.00 |
| LAKR CITY, FL 320560513        | JustVal | \$24,000.00 |
| Sales                          | Assd    | \$24,000.00 |
| Info                           | Exmpt   | \$0.00      |
|                                | Taxable | \$24,000.00 |

0 0.1 0.2 0.3 mi



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Prepared by and return to: Bradley N. Dicks  
P.O. Box 1  
Lake City, FL 32056-0001

**AGREEMENT FOR DEED**

1. **THIS AGREEMENT** is entered into this 7th day of July, 2003, by and between SUBRANDY LIMITED PARTNERSHIP, whose address is P.O. Box 513 Lake City, Florida 32056 ("Seller") and DEBORAH E. HALL ("Buyer"), who is/are residents of the State of Florida and who directs that all mail be sent to 11915 Stone Hollow Drive Apt. 1026B, Austin, TX 78758.

2. **AGREEMENT TO CONVEY.** Provided that Buyer makes the payments and performs the other covenants required to be performed by the Buyer hereunder (collectively, the "Buyer's Obligations"), Seller agrees to convey to Buyer in fee simple by General Warranty Deed, free of all liens and encumbrances except Permitted Encumbrances (as hereinafter defined), the real property and any improvements thereon located in Columbia County, Florida, and more particularly described as follows (the "Property"):

LOT 14, SUNVIEW ESTATES, a subdivision recorded in Plat Book 7, Page 104, Columbia County, Florida, subject to Restrictions recorded in O.R. Book 959, Pages 1868-1869, Columbia County, Florida, and subject to Power Line Easement.

3. **PURCHASE PRICE.** In consideration of the Seller's covenants and agreements hereunder, Buyer hereby agrees to pay to the Seller the sum of Twenty Eight Thousand Five Hundred and 00/100 DOLLARS (\$ 28,500.00 ) (the "Purchase Price") to be paid by Buyer to Seller at Seller's address set forth above, or as necessary, to the escrow agent specified below, or at such other address as Seller shall designate, as follows:  
Down Payment of Five Hundred and 00/100 DOLLARS (\$500.00 ) the receipt of which is hereby acknowledged by Seller ; And the balance of Twenty Eight Thousand and 00/100 DOLLARS (\$28,000.00 ) with interest thereon at the rate of Twelve and One Half percent ( 12.5 %) per annum in One Hundred Eighty ( 180 ) consecutive monthly installments in the amount of Three Hundred Forty Five and 10/100 DOLLARS (\$345.10 ) each, payable on the 15th day of each calendar month commencing on August 15, 2003.

4. **SPECIAL TERMS AND CONDITIONS.** None.

5. **PRE-PAYMENT PRIVILEGE.** Buyer may prepay the Purchase Price in full or in part at any time without penalty. Prepayments shall be applied against the remaining unpaid principal installments of the Purchase Price in inverse order of maturity.



**6. LATE CHARGES.** Buyer agrees to pay a late charge of Ten Dollars (\$ 10.00 ) on any payment not received by Seller within ten (10) days of the date on which it is due. In the event that the Buyer makes payment by check which is dishonored, Buyer also agrees to pay a returned check fee of Fifteen Dollars (\$15.00) for each dishonored check.

**7. TAXES.** Buyer agrees to pay all taxes, assessments or impositions that may be levied or imposed upon the property subsequent to the date of this Agreement. Further, Buyer hereby acknowledges that prior to recordation of this Agreement, the applicable taxing authorities may continue to send any tax bills, assessments, or impositions that may be levied or imposed upon the Property directly to the Seller who will make payment thereof; provided, however, that the Seller shall not be obligated to pay any assessed taxes until the latest date on which they are due. In the event of payment of any assessed taxes upon the Property by the Seller, the Buyer shall promptly reimburse Seller the amount actually paid by Seller within 30 days of receipt of written notice that a payment has been made. Additionally, Buyer will pay a \$15.00 service fee to Seller to defray Seller's costs and expenses associated with any such payment of taxes and collection of reimbursement from the Buyer as provided herein. Buyer's failure to timely pay any amounts due to Seller under this paragraph shall result in the unpaid balance of such amounts bearing interest at a rate of eighteen percent (18%) per annum (or the maximum interest rate allowable under applicable law, whichever is less).

Further, should Buyer fail to pay any taxes or assessments after recordation of this Agreement, or fail to keep the Property insured as provided below, Seller shall have the option to pay all or any of such taxes and assessments and to obtain such insurance. Buyer thereafter shall be obligated to immediately repay to Seller, on demand, the amount of all moneys paid by Seller on account of such taxes, assessments, and/or insurance together with interest thereon from the date of demand until repaid at the rate of eighteen percent (18%) per annum (or the maximum interest rate allowable under applicable law, whichever is less).

**8. INSURANCE.** Buyer shall keep the Property insured at all times with such casualty and liability insurance as is approved by Seller, which insurance shall insure the interest of both Buyer and Seller. Buyer shall furnish proof of insurance and premium payment to Seller upon request therefore by Seller, and in no event less than annually. Seller has no obligation to provide insurance on the Property or on any contents owned by Buyer. The risk of loss of the Property shall pass to Buyer on the date of this Agreement. This provision applies only to a sale that included a structure or building.

**9. MAINTENANCE, REPAIRS, ALTERATIONS.** Buyer shall be solely responsible for maintenance and repair of the Property after the date of this Agreement; Seller shall have no duty to maintain or repair the Property. Buyer shall keep the property in good condition and repair at all times, at Buyer's expense. Buyer will commit or permit no waste, violation of law, or public or private nuisance on the Property, and will do or permit no act by which the Property shall



become less valuable. Seller may inspect the Property from time to time prior to delivery of the deed to Buyer as provided herein.

**10. LIENS.** The Buyer shall not and will not suffer or permit any construction, mechanics' or other lien to attach to the Property. Each and every contract for repairs and improvements to the Property, or any part thereof, shall contain an express and complete waiver and release of any and all liens or claims or right of liens against the Property, and no contract or agreement, oral or written, shall or will be executed by the Buyer for repairs or improvements to the property which does not contain an express waiver or release of lien by the contracting party. A copy of each and every such contract and of the plans and specifications for such repairs and improvements shall and will be promptly delivered to and may be retained by the Seller.

**11. TIMBER.** Until the Buyer's obligations have been paid in full, Buyer agrees not to cut or remove any merchantable timber from the Property without the prior written consent of the Seller. If Seller grants Buyer permission to cut or remove timber from the Property, Buyer shall deliver all proceeds from the sale thereof to Seller to be applied against the remaining unpaid principal installments of the Purchase Price in inverse order of maturity.

**12. INSPECTION BY BUYER.** This sale is "as is" and Seller makes no warranties or representations as to the condition of the Property. Buyer has had an opportunity to inspect the Property and is satisfied with its present condition.

**13. RECORDATION OF AGREEMENT FOR DEED.** Buyer hereby agrees to allow this Agreement to be recorded among the official records of the County in which the property is located. The Buyer shall be responsible for the Documentary Stamp taxes on the Purchase Price, as well as the financed balance. Buyer also agrees to pay all intangible taxes and document recording fees. Based upon the sales price and financed balance as contained in this Agreement, the total amount needed to defray the above expenses is \$404.60. Buyer agrees to provide these funds in order to record this Agreement within 160 days from the date of execution hereof. Buyer's failure to provide these funds to Seller will enable Seller, at Seller's option, to cancel this Agreement, or if Seller so chooses, Seller may record this Agreement and seek reimbursement for the expenses associated with the recording from Buyer. Buyer's failure to pay the referenced costs associated with recordation hereof to Seller within 30 days after receipt of written notice and request therefor shall constitute a Default hereunder and shall allow seller to cancel this contract for such failure.

**14. POSSESSION.** Buyer shall be entitled to possession of the Property from and after 7 business days from the date of this contract.

**15. RISK OF TAKING FOR PUBLIC USE.** Buyer assumes all risk of the taking of the Property for a public use. Any such taking shall not constitute a failure of consideration, but all



sums received by Seller by reason of the taking, less any sums which Seller may be required to expend in procuring such sums, shall be applied as a payment on account of the Purchase Price. All sums received by Buyer by reason of a taking shall be forthwith delivered to Seller and applied against the Purchase Price until it is paid in full.

**16. HOMESTEAD.** Buyer understands that he is not eligible for a homestead exemption until this Agreement is recorded.

**17. PERMITTED ENCUMBRANCES.** The conveyance to be made by the Seller to the Buyer shall be expressly subject to the following ("Permitted Encumbrances"):

- (a) All taxes, special assessments and special taxes due, and any and all other impositions after the date of this Agreement;
- (b) zoning laws and ordinances in existence from time to time;
- (c) Building lines and building restrictions, and any and all other covenants and restrictions of record;
- (d) The rights of all persons claiming by, through or under the Buyer;
- (e) Any fractional mineral rights not owned by the Seller;
- (f) The right, if any, of the public in any portion of the Property, which may fall within any public street, way or alley adjacent or contiguous to the Property.

**18. CONVEYANCE OF PROPERTY.** Upon payment and performance in full of the Buyer's Obligations, Seller covenants and agrees to convey the Property to Buyer by General Warranty Deed subject only to Permitted Encumbrances. Seller warrants that marketability of title to the property is fully insurable by a title insurance company authorized to do business in the State of Florida, subject only to Permitted Encumbrances.

**19. EVENT OF DEFAULT.** The term "Default" or "Event of Default" wherever used in this Agreement, shall mean any one or more of the following events:

- (a) Failure by Buyer to pay to Seller when due any installments of principal or interest under this Agreement, or to pay any other sums to be paid by Buyer to Seller hereunder.
- (b) Other than as provided in paragraph (a) above, failure by Buyer to duly keep, perform and observe any of Buyer's Obligations or any other covenant, condition or agreement in this Agreement for a period of thirty (30) days after Seller gives written notice specifying the breach.
- (c) If: (a) Buyer (i) files a voluntary petition in bankruptcy, (ii) is adjudicated as a bankrupt or insolvent, (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, (iv) seeks or consents to



appointment of any trustee, receiver, master or liquidator for itself or of all or any part of the Property, (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (b) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Buyer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (c) any trustee, receiver or liquidator of Buyer or of any part of the Property is appointed without the prior written consent of Seller, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any representation of Buyer contained in this Agreement.

(e) An event of default under any existing or future notes, loans, advances, guaranties, or other indebtedness owed to the Seller by the Buyer.

(f) Any default under any mortgage, superior or inferior to this Agreement, or an event that but for the passage of time or giving of notice would constitute an Event of Default, even if such is subsequently waived, except that in no manner should this provision be construed to allow such superior or subordinate mortgage to encumber the Property, except for Permitted Encumbrances.

(g) Failure to pay taxes or failure to promptly reimburse seller for any moneys paid on buyers behalf to defray taxes.

**20. ACCELERATION UPON DEFAULT, ADDITIONAL REMEDIES.** In the event one or more Defaults or Events of Default, as above provided, shall occur, the remedies available to Seller shall include, but not necessarily be limited to, any one or more of the following:

(a) Seller may declare the entire remaining balance of the Purchase Price immediately due and payable without further notice;

(b) Seller may take immediate possession of the Property or any part thereof which Buyer agrees to surrender to Seller, and retain all amounts theretofore paid by Buyer as liquidated damages; and manage, control or lease the Property to such person or persons and exercise all rights granted pursuant to this Agreement; the taking of possession under this paragraph shall not prevent concurrent or later proceedings for the foreclosure sale of the Property as provided elsewhere herein;



(c) Seller may apply, on ex parte motion to any court of competent jurisdiction, for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of and operate the Property and any business or businesses located thereon, to collect rents, issues, profits and income therefrom; to make all necessary and needed repairs to the Property; to pay all taxes and assessments against the Property and insurance premiums for insurance thereon; and after payment of all expenses, fees and compensation incurred pursuant to any such receivership, including reasonable attorneys' fees to Seller's attorney and compensation to the receiver for management and completion of the Property, all of which shall be secured by the lien of this Agreement until paid in full, to apply the net proceeds derived therefrom to the Purchase Price or in such a manner as the court shall direct;

(d) Seller shall have the right to either cancel or foreclose this Agreement (at the sellers discretion), and in case of sale in an action or proceeding to foreclose this Agreement, Seller shall have the right to sell the Property in parts or as an entirety, with the intention being to give Seller the widest possible discretion permitted by law with respect to all aspects of any such sale or sales;

(e) Without declaring the entire remaining balance of the Purchase Price due, Seller may foreclose only as to the sum past due without injury to this Agreement or the displacement or impairment of the remainder of the lien hereof and at a foreclosure sale the Property shall be sold subject to all remaining balance of the Purchase Price and Seller may again foreclose in the same manner as often as there may be any sum past due; and

(f) Seller may exercise all other remedies available at law or in equity.

It shall not be necessary that Seller pay any impositions, premiums or other charges regarding which Buyer is in default before Seller may invoke its rights hereunder. The obtaining of a judgment or decree on this Agreement, whether in the State of Florida or elsewhere, shall not in any way affect the lien of this Agreement upon the Property, and any judgment or decree so obtained shall be secured hereby to the same extent the Purchase Price is now secured.

**21. LEGAL EXPENSES.** Buyer will pay to Seller all costs and expenses, including attorneys' fees, incurred by Seller in any action or proceeding to which he may be made a party by reason of being a party to this Agreement, and the Buyer will pay to Seller all costs and expenses, including attorneys' fees incurred by Seller in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by Seller against the Buyer on account of the provisions hereof, and all such costs, expenses and attorneys' fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Buyer on or under this Agreement.

**22. TITLE TO IMPROVEMENTS.** In the event of the termination of this Agreement, all



improvements whether finished or unfinished, on the Property, which may be put upon or on the Property by Buyer shall belong to and be the property of the Seller without liability or obligation on his part to account to the Buyer therefor or for any part thereof. This provision does not apply to mobile homes which are removed within 30 days of the termination of this contract.

**23. ASSIGNMENT.** If Buyer assigns, sells, devises, transfers, quitclaims, sublets, leases or otherwise conveys Buyer's interest in the Property under this Agreement to any person or entity without the previous written consent of the Seller, the outstanding principal balance of the Purchase Price, accrued interest thereon, and all other Buyer's Obligations, shall be immediately due and payable. Any such attempted conveyance, without Seller's written consent, shall not vest in the transferee any right, title, or interest in the Property. Seller, at his sole option, may give such written consent but is under no obligation to do so.

**24. NOTICES.** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and sent to the address (es) or telecopy number (s) set forth in the preamble hereof, or at such other address as either party may give notice to the other from time to time. Each communication shall be deemed properly given and actually received: (1) as of the date and time the notice is personally delivered with a receipted copy; (2) if given by telecopy, when the telecopy is transmitted to the recipient's telecopy number (s) and confirmation of complete receipt is received by the transmitting party during normal business hours for the recipient, or the day after confirmation is received by the transmitting party if not during normal business hours for the recipient; (3) If delivered by first class U.S. Mail, postage prepaid, three (3) days after depositing with the United States Postal Service, or if delivered by U.S. Mail, postage prepaid, by certified mail, return receipt requested at the time of receipt as shown on the return receipt affixed thereto; or (4) if given by nationally recognized or reputable overnight delivery service, on the next day after receipted deposit with the service.

**25. RIGHTS AND DISCLOSURES.** Seller hereby discloses, and Buyer hereby acknowledges, that Seller is exempt from Chapter 498, Florida Statutes, and hereby makes the following disclosures in accordance with Section 498.025(2)(h), Florida Statutes (1999), as amended from time to time:

1. The Buyer must inspect the subdivided land prior to the execution of this Agreement for Deed, and acknowledges hereby that such inspection has occurred.

2. The Buyer shall have an absolute right to cancel this Agreement for Deed for any reason whatsoever by simply advising the Seller thereof for a period of 7 business days following the date on which the Agreement for Deed was executed by the Buyer. Any such request must be in writing.

3. If the Buyer elects to cancel within the period provided, all funds or other property paid by the Buyer shall be refunded without penalty or obligation within 20 days after the receipt of the



notice of cancellation by the Seller.

4. All funds for property paid by the Buyer shall be put in escrow until the Agreement for Deed has been recorded in the county in which the subdivision is located. (See paragraph 25 below).

5. Unless otherwise timely canceled, the Agreement for Deed shall be recorded within 180 days after its execution by the purchaser.

6. Sale of lots in the subdivision shall be restricted solely to the residents of the State of Florida.

7. Any underlying mortgage or other ancillary documents encumbering the Property purchased hereunder shall and will contain release provisions for the individual lot purchased hereunder.

8. The Seller is obligated to and has presented to the purchaser any disclosure required by Section 689.26, Florida Statutes, prior to the execution of the Agreement for Deed. (This statute is only applicable to purchasers purchasing in a development that requires membership in a homeowners' association.)

**26. ESCROW AGENT.** Buyer shall at Seller's request make all payments to an escrow agent as directed by the seller.

**27. NO WAIVER, CUMULATIVE REMEDIES.** No failure or delay on the part of the Seller in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein are cumulative and not exclusive of any remedies provided by law or in equity.

**28. AMENDMENTS, ETC.** No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless in writing and signed by the party to be charged thereby, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**29. TIME OF THE ESSENCE.** Time is of the essence with respect to this Agreement.

**30. HEADINGS.** The headings in this Agreement are intended to be for convenience of reference only, and shall not define or limit the scope, extent or intent or otherwise affect the meaning of any provision hereof.

**31. SEVERABILITY.** In case any one or more of these provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, no other provision of this Agreement shall be affected, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been included.

**32. CONSTRUCTION OF AGREEMENT.** It is agreed that in interpreting the terms of this Agreement, the rule of construction that the document should be construed more strictly against



the party who itself or through its agent prepared the document shall not be applied, it being acknowledged and agreed that all parties hereto have participated in the preparation and negotiation of the terms of this Agreement, with the assistance of their respective counsel.

**33. MULTIPLE PARTIES.** If more than one party executes this Agreement, the term "Buyer" includes each Buyer as well as all of them, and their obligations under this Agreement shall be joint and several.

**34. ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understanding relating to the subject matter hereof.

**35. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

**36. SUCCESSORS BOUND.** This Agreement applies to and binds the parties hereto and their respective successors and permitted assigns.

**37. GOVERNING LAW.** This Agreement shall be governed by and be construed in accordance with the laws of the State of Florida.



IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the day and year first above written.

witness  
SUZANNE D. ADAMS

BRADLEY N. DICKS, GENERAL PARTNER  
SELLER

witness  
ANDREW J. DICKS

STATE OF FLORIDA  
COUNTY OF COLUMBIA

Before me this 17TH day of JULY, 2003, appeared BRADLEY N. DICKS who is personally known to me and hereby acknowledged the forgoing instrument.

SUZANNE D. ADAMS  
My Commission Expires:

Becca McFadin - NOTARY  
witness

Suzanne Adams  
witness

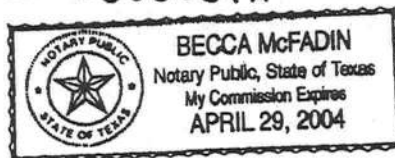
Deborah E. Hall  
DEBORAH E. HALL

BUYER

STATE OF TX  
COUNTY OF TRAVIS

Before me this 25 day of JULY, 2003, personally appeared DEBORAH E. HALL, who is personally known/ produced MASS DL S80608411 identification and acknowledged the foregoing instrument.

Becca McFadin  
Print Name:  
My Commission Expires: 04.29.04



Becca McFadin  
witness

witness

BUYER

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

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who is personally known/ produced \_\_\_\_\_ identification and acknowledged the foregoing instrument.

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

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



# TRUTH IN LENDING DISCLOSURE STATEMENT

Creditor: SUBRANDY LIMITED PARTNERSHIP

Debtor (s): DEBORAH E. HALL

Loan Amount: \$28,000.00

Maturity Date: 07/15/2018

Property Address: LOT 14, SUNVIEW ESTATES

| ANNUAL<br>PERCENTAGE<br>RATE: The Cost Of<br>Your Credit As a yearly<br>Rate. | FINANCE<br>CHARGE:<br>The Dollar Amount the<br>Credit Will Cost You. | AMOUNT<br>FINANCED: The<br>amount of credit<br>provided to you or on<br>your behalf. | TOTAL OF<br>PAYMENTS: The<br>amount you will have<br>paid after you have<br>made all payments as<br>scheduled |
|---|--|--|---|
| 12.50%  | \$34,118.00  | \$28,000.00  | \$62,118.00   |

## YOUR NEXT PAYMENT SCHEDULE WILL BE:

| Number Of Payments | Amount Of Each Payment | When Monthly Payments are Due<br>MONTHLY BEGINNING |
|--------------------|------------------------|--|
| 180                | \$345.10               | 08/15/03   |

**INSURANCE:** Creditor does not require you to obtain property insurance, flood insurance or credit Insurance.

**Security:** You are giving a security interest in:

☒ The Goods or Property Being Purchased

☐

**Filing Fees:** \$404.50

**Late Charge:** You will be charged \$10.00 for any payment received more than 10 days after the due date, and \$10.00 per month for each month that the payment remains outstanding until it is paid.

**Prepayment:** If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of part of the finance charge.

**Assumption:** Someone buying your property may not be allowed to assume the remainder of the mortgage on the original terms.

☐ If checked, this obligation has a demand feature.

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NON-PAYMENT, DEFAULT, ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULE DATE, AND PREPAYMENT REFUNDS AND PENALTIES.

## ITEMIZATION OF AMOUNT FINANCED

Amount given to me directly \$0

Amount paid on my (loan) account \$0

Amount paid on my behalf:

Public Officials \$0


0 \$0

Less prepaid Finance Charge(s) \$0

Amount Financed \$28,000.00

By signing below, I indicate that I have received a copy  
Of this statement on the indicated date.

Date: 7-22-03

  
DEBORAH E. HALL