

Prepared By and Return To:
Bullard McArdle, LLC
P.O. Box 1733
Lake City, FL 32056

Inst: 202012005645 Date: 03/10/2020 Time: 11:46AM
Page 1 of 5 B: 1407 P: 1541, P. DeWitt Cason, Clerk of Court
Columbia County, By: BD

Deputy Clerk Doc Stamp-Deed: 280.00 Doc Stamp-Mort: 133.00
Tax: 76.00

44
ID: 39,995
STAMPS: 280-
STAMPS: 133.60
ANG: 76-

AGREEMENT FOR DEED

This **AGREEMENT FOR DEED**, made this 16th day of December, A.D. 2018 between **Bullard McArdle, LLC**, A Florida limited liability company, whose mailing address is **P.O. Box 1733, Lake City, FL 32056**, hereinafter referred to as "Seller", and **William S. Baldree and Lisa D. Baldree, As Husband and Wife**, whose mailing address is **12592 SW 66th Union, Lake Butler, FL 32054**, hereinafter referred to as "Purchaser".

References herein to the Purchaser and any pronouns relative thereto shall include the masculine, feminine, and neuter gender and the singular and plural number, wherever the context requires.

WITNESSETH, that if the Purchaser, (who hereby agrees to Purchase from the Seller) shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby agrees to sell to the purchaser, covenants and agrees to convey and assure to said Purchaser, their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, 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, to wit:

Lot 25, Block B, Ichetucknee Forest Phase "2" Subdivision (hereinafter referred to as "property") according to the plat thereof recorded in Plat Book 5, Page 125 of the Public Records of Columbia County. This AGREEMENT FOR DEED (also commonly known as Contract for Deed) hereinafter referred to as "AGREEMENT" (synonymous with contract) given subject to utility easements and reservations of record and Deed Restrictions recorded in ORB 657, Pages 41 - 43, Columbia County, Florida. Every Purchaser at Ichetucknee Forest Phase II Block B will automatically become a member of ICHETUCKNEE FOREST OWNERS ASSOCIATION, INC. There will be annual dues assessed by the Association.

Property ID #: **02-6S-15-00502-225**

The agreed upon price and terms are as follows:

1. Purchase Price	\$ 39,995.00
2. Cash Down Payment (The annual percentage rate does not take into account your cash down payment)	\$ 1,995.00
3. Amount Financed (The amount of credit provided to you on your behalf)	\$ 38,000.00
4. FINANCE CHARGE (The dollar amount the credit will cost you if only stated monthly payments are made)	\$ 54,807.11
5. Total of Payments (The amount you will have paid when you have made all scheduled stated monthly payments)	\$ 92,807.11
6. Total Sales Price (The total price of your purchase on credit, including your cash down payment of \$1,995.00, your finance charge of \$54,807.11 and other amounts financed \$ 0)	\$ 94,802.11
7. ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate.)	8.90%

Purchaser expects to pay the Seller the Total of Payments (Line 5 above) in 290 equal monthly payments of \$319.00 with interest, commencing on February 15th, 2019 and continuing on the same day of each successive month thereafter until all principal and accrued interest has been paid in full, with a final payment of \$297.11. The Finance Charge begins to accrue from January 15th, 2019. **Purchaser shall have the right to prepay all or any part of the balance remaining due at any time without penalty.**

Amount Received on December 16, 2018:
\$ 1,995.00 ☐ Cash
☒ Check # 1483
\$ ☐ Money Order/Cashier's Check

Additional information about nonpayment, default, the right to accelerate the maturity of the obligation, is contained elsewhere in this agreement.

Purchaser is required to make monthly payments for prorated property taxes along with the monthly principal and interest payments. The beginning monthly prorated property tax payment is **\$38**, which is based on the current year's taxes. Purchaser understands this amount may not cover his entire share of the yearly tax bill and any shortfall will be due by the typical March 31 deadline. Monthly payments for prorated property taxes will be adjusted annually. Purchaser understands and agrees that monthly payments for prorated property taxes are mandatory. In the event the payment for monthly prorated property taxes becomes 30 days late, this entire Agreement for Deed shall be considered in default. Payments for monthly prorated property taxes are nonrefundable in the event this Agreement is terminated for any reason.

Purchaser may not cut or remove any merchantable timber from the property without written consent of the Seller during the term of this AGREEMENT or during the term of any mortgage given to Seller as provided herein. In the event Seller grants permission to cut or remove timber, all money derived from the sale thereof shall be applied against the remaining balance in inverse order. The Purchaser covenants and agrees not to permit, commit, or suffer any waste, impairment or deterioration of the property or any part thereof, and will keep any improvements and the premises in good repair and condition through the life of this AGREEMENT, and will keep all improvements fully insured with the Seller named as joint loss payee. Purchaser agrees to comply with all applicable restrictions and laws concerning the use of the property.

Upon payment in full for said property, or sooner, if required by other conditions herein, Seller shall deliver Warranty Deed, conveying title to above described property to Purchaser free and clear of all encumbrances except restrictions, reservations, outstanding mineral rights, easements and limitations of record or as common to the subdivision or as shown on any recorded plats thereof, taxes for the year this AGREEMENT is entered into and subsequent years, and any liens, encumbrances or title defects placed on record by or against Purchaser.

Should Purchaser, at any time, reduce the principal balance owed to Seller by 20% of the purchase price then at the Purchaser's option and request and expense, Seller will convert this Agreement for Deed to a Warranty Deed, Mortgage, and Note form of purchase. The Purchaser will pay the costs to prepare and record the Warranty Deed. Purchaser will pay the documentary stamps, intangible tax, and recording fees for the mortgage and note. At the time of conveying the warranty deed to Purchaser, at the request and expense of the Purchaser, Seller will have a Title Insurance Policy issued to Purchaser. The National and Florida Associations for Realtors and Attorneys recommend Purchasers to hire an attorney to represent them in real estate transactions and to obtain a warranty deed and Title Insurance Policy. At the Seller's option, the Seller may record this AGREEMENT at any time. Upon receipt of 12 timely monthly payments (as shown on page 1 of this AGREEMENT), this AGREEMENT will be recorded by Seller if requested by Purchaser, and Purchaser will pay for all costs required to record this AGREEMENT in the public records of the County in which the property is located provided that this AGREEMENT is not in default at the time of such request.

It is understood and agreed that the Purchaser is of legal age. This Agreement constitutes the entire agreement between the parties. Purchaser agrees that no representations, oral or implied, have been made to Purchaser to induce them to enter into this AGREEMENT other than those expressly herein set forth. No waiver of any provision hereof shall constitute a continuing waiver of such provision or any other provision then or thereafter unless reduced to writing and expressly made a modification hereof. The Purchaser hereby expressly waives all claims for damages because of any representation made by any person whomsoever other than as contained in this agreement, and Seller shall not be responsible or liable for any inducement, promise, representation, agreement, condition or stipulation not specifically set forth herein. This agreement is subject to prior sale until signed by Seller and subject to seller's approval.

The Purchaser shall be permitted to go into possession of the property covered by this AGREEMENT immediately upon Seller signing this AGREEMENT. The Purchaser agrees to pay all taxes, assessments and impositions levied or assessed against said property subsequent to the date hereof, at the time the same shall become due and payable, and if same shall not be promptly paid, the Seller, its heirs, legal representatives, or assigns may at its sole and exclusive option at any time pay the same and the amount of the taxes assessments and impositions, shall be added to the amount of the Purchase Price still due and payable and every payment so made by the Seller shall draw interest at the highest legal rate. The Seller may, at any time, pay the Property Taxes and Assessments without waiving or affecting any right under this AGREEMENT and the full amount becomes immediately due and payable and shall, at Seller's option, bear interest from the date thereof until paid at the maximum legal rate per annum and, together with such interest, shall be secured by the lien of this AGREEMENT.

The time of payment shall be of the essence, and in the event of any default of payment of any of the purchase money as and when it becomes due, or in performance of any other obligations assumed by the Purchaser in this AGREEMENT, including the payment of Property Taxes and Assessments, and in the event that the default shall continue for a period of thirty (30) days, then the Seller may, at its sole and exclusive option and without notice of demand, declare the entire unpaid balance under this AGREEMENT together with accrued interest immediately due and payable. Said principal sum and said accrued interest shall both bear interest at the maximum legal rate from such default until paid or 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 shall have the right to re-enter and immediately take possession of the property covered by this AGREEMENT, its premises and every part thereof. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event that it is necessary for the Seller to enforce this AGREEMENT by foreclosure proceedings, or otherwise, all costs of the proceedings, including a reasonable attorney's fee, shall be paid by the Purchaser.

Installments not paid within Ten (10) days after becoming due under the terms of this AGREEMENT shall be subject to, and it is agreed Seller shall collect, a late charge in the amount of Five Percent (5%) of the monthly payment per month upon such delinquent installments. Any payments made by check which is returned unpaid by the bank will require Purchaser to pay a \$35.00 penalty for such dishonored check.

This AGREEMENT and the rights and interests hereunder are not transferrable by Purchaser without written consent of Seller, and then only upon the same terms and conditions herein continued. In this event this Agreement is assigned, sold, devised, transferred, quit-claimed, or in any way conveyed to another Purchaser, without such written consent of Seller, then in that event, all of the then remaining balance shall become immediately due and collectable.

It is hereby understood and agreed that SELLER has the right to sell, assign, hypothecate this Agreement and the obligations of PURCHASER will inure to the benefit of any assignee or purchaser of SELLER's interest. If Seller fails to deliver title as required by this AGREEMENT, Buyer's remedies shall be limited to recovery of all monies paid to Seller.

It is hereby understood and agreed the property herein is being sold and purchased subject to restrictions, reservations and limitations affecting the use of the property common to the subdivision or shown on the plat or survey, if applicable, which are now of record, or were delivered or disclosed to Purchaser upon his execution of this AGREEMENT, and also subject to any existing easements for utilities, and to zoning requirements or easements of any governmental authority which may exist now or in the future, and to any governmental sovereignty claims regarding submerged land, if any, and the Purchasers agree to comply with the same.

The PURCHASERS agree that no labor will be performed or materials furnished to this property without such items being fully paid for at the time said work is done or materials furnished unless prior approved by Seller. PURCHASERS shall make no improvement to nor place any fixtures nor personal property on this property nor take possession of this property prior to the time this AGREEMENT is executed by the SELLER.

The Purchaser signify that they have personally inspected the property being purchased prior to entering into this agreement. Additionally, the Purchaser has been provided the opportunity to review the property survey and inspect all property corners. The Purchaser accepts the property "as is" without warranty, expressed or implied, except warranties of title as specifically set forth herein. Existing fences, if any, may not necessarily conform with legal description of Purchaser's property. Before clearing or placing improvements on the property, the Purchaser should survey the property to verify the location of the property boundaries. Location of physical characteristics on the survey, including the 100 year flood line, if any, are approximate only and are not warranted by Seller. Seller makes no express or implied warranties regarding Riparian rights or Littoral rights.

Purchaser acknowledges having made a personal inspection of the subject property prior to approving this AGREEMENT and found it to be as represented. Purchaser further agrees that the property is suitable for the purpose for which it is being purchased. Purchaser acknowledges that the purchase of real estate involves uncertainties and complexities which may affect the value of the property. The property, including improvements thereon if any, are being sold and purchased (as is) and Seller disclaiming any warranty, expressed or implied, except as specifically set forth herein.

Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

All construction is complete. The initial survey of the property has been completed, and restaking or resurveying shall be the responsibility of the Purchaser. Private wells and private septic tanks shall be the responsibility of Purchaser. Obtaining any desired electric and telephone service through the appropriate utilities shall also be the responsibility of Purchaser, the cost of which and associated usage minimums depend upon the length of line extensions necessary to reach the desired service point. Any required driveways or culverts to provide access from ingress and egress roadways shall be provided and maintained by the Purchaser. No fill or obstruction of any nature shall be placed within any ditch, drainage system or roadway without appropriate prior approval. Contact the appropriate governmental agencies for the latest restrictions prior to any improvements, activities or alternations within, along or near any drainage ditches, streams, ponds, lakes, wetlands, flood prone areas, or other environmentally sensitive and/or regulated areas which may be located on and effect the use of the subject property.

The salesperson is by this document giving written notice to Purchaser that salesperson is the agent and representative of the Seller. Purchaser acknowledges receiving this notice prior to entering into this agreement.

The provisions of this Agreement shall survive any closing hereunder. This AGREEMENT constitutes the entire agreement between the parties hereto and shall inure to the benefit of, and be binding upon, their heirs, personal representatives, successors and assigns.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of each payment shall be an essential part of this AGREEMENT, and that all Covenants and Agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Purchaser acknowledges receipt of this AGREEMENT. This AGREEMENT shall not be binding until signed by the Seller or authorized agent of Seller, and shall be construed under the laws of the State of Florida.

In the event of termination of this AGREEMENT due to Purchaser's breach, the Purchaser shall be tenant at sufferance and shall not be entitled to any notice to vacate, and will vacate the premises immediately and will hold Seller harmless from any and all liabilities in the event it becomes necessary to enforce any of the covenants of this AGREEMENT, and the Purchaser agrees to pay any and all attorney fees and costs incurred in collection therewith. Seller may alternatively pursue any other remedy available at law or equity.

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

In the event Purchaser is served with process or otherwise notified of a condemnation action or any other action which involves a taking of the Property or any part thereof, Purchaser shall notify Seller in writing of such within five (5) days from the date of service of process or such other notification (so as to be received by Seller within said period). Purchaser hereby authorizes Seller as attorney-in-fact for Purchaser to, at Seller's option, commence, appear in and prosecute, in Seller's or Purchaser's name, any action or proceeding relating to such taking of the Property and to settle or compromise any claim in connection with such condemnation or taking. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Seller. Seller shall not be held responsible for any failure to collect any award or awards, regardless of cause of such failure. Any such award or awards received by Seller may, at its option, be used in restoring the Property on terms and conditions acceptable to and prescribed by Seller (and in which event the funds may be retained without interest), or be applied as a credit on any portion of the indebtedness and other sums secured hereby, whether then matured or subsequently to mature (provided that such does not exceed the amount necessary to pay in full all indebtedness secured by this Agreement and all other instruments securing this Agreement).

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written. Before I (we) signed this AGREEMENT, I (we) received a copy of the restrictions, the Schedule A, acknowledge that there is a property owner's association, and I (we) personally inspected the above referenced property.

PURCHASER(S):

D-G Sll
Witness 1 Signature

Douglas Griffin
Witness 1 Printed Name

Jenna D. Hunnicutt
Witness 2 Signature

Jenna D. Hunnicutt
Witness 2 Printed Name

D-G Sll
Witness 1 Signature

Douglas Griffin
Witness 1 Printed Name

Jenna D. Hunnicutt
Witness 2 Signature

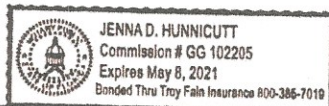
Jenna D. Hunnicutt
Witness 2 Printed Name

[Signature] (L.S.)
Printed Name: William S. Baldree

[Signature] (L.S.)
Printed Name: Lisa D. Baldree

Purchaser Acknowledgment
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16th day of December, 2018, by William S. Baldree and Lisa D. Baldree who have produced Florida Driver License as identification.



Jenna D. Hunnicutt
Notary Public

SELLER

Holly C. Hanover
Witness 1 Signature

Holly C. Hanover
Witness 1 Printed Name

Connie B. Roberts
Witness 2 Signature

Connie B. Roberts
Witness 2 Printed Name

By: Audrey S. Bullard (L.S.)
Audrey S. Bullard, Authorized Member
Bullard McArdle LLC, a Florida limited liability company

Seller Acknowledgment
STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 9 day of January, 2019, by Audrey S. Bullard, Authorized Member, Bullard McArdle LLC a Florida limited liability company who has produced _____ as identification or (☒) is personally known to me



Holly C. Hanover
Notary Public