

**AGREEMENT FOR DEED**

THIS AGREEMENT FOR DEED, made this 27<sup>th</sup> day of October, 2006, between VERONICA A. KELLY, whose mailing address is P.O. Box 1116 Lake City, FL, 32056-1116, here-in-after referred to as "SELLER", and RICHARD HALL and WANDA B. HALL, his wife, whose mailing address is 1720 SW 84<sup>th</sup> Avenue, Miramar, FL, 33025, hereinafter referred to as "BUYER".

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.

LOT 3, MAULDEN WOODLANDS, a Subdivision as recorded in Plat Book 6, page 176 of the public records of Columbia County, State of Florida.

SUBJECT TO: Restrictions, easements, and outstanding mineral rights of record, if any, and taxes for the current year..

Buyer agrees to pay the purchase price for the property in the amount of \$ 85000.00

The purchase price shall be paid as follows:

- (1) A down payment of .....\$ 4250.00  
(2) Monthly payments in the amount of .....\$ 864.13

Said payments beginning December 1<sup>st</sup> 2006, which include principal and interest at the rate of 11.5 % and continuing for 240 months or until the principal and interest is paid in full. Also, at any time during the term of this agreement, the seller or his assigns may, at her sole discretion, require the buyer to escrow real estate taxes and/or insurance on a monthly basis. The monthly amount of said escrow payment shall be based on the actual or estimated annual amount, plus any current amount due.

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 6 months, 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 property described above to the BUYER by good and sufficient WARRANTY DEED. The SELLER warrants that the title to the property can be fully 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 (including escrow payments for taxes and/or insurance) 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 and (or) insurance, 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 attain priority over this contract, and, in default of this provision, the SELLER shall have the right to re-enter and take possession and title to the premises or to remove the lien and add the cost, including reasonable attorneys' fees, to the unpaid balance under this contract, bearing interest at the same rate as this contract. BUYER also agrees that any improvements included in this agreement which are being sold "as is, where is" and are permanently set up and attached to the property shall not be moved or disposed of without the SELLER's express written consent.

7. BUYER hereby acknowledges that they have read or are aware of the Deed of Restrictions (which are recorded in O.R. Book 837, Page 1778-1779 Columbia County records) and will abide by them.

8. Although the BUYER may have currently elected to pay the real estate taxes and or insurance directly, the SELLER or his assigns may, at it's sole option at any time during the term of this agreement, require the BUYER to escrow the real estate taxes and (or) insurance monthly.

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:

Witness signature  
Witness printed name  
Witness signature  
Witness printed name

By: Veronica A. Kelly (SEAL)

As to Buyer  
Signed in the presence of:

Witness signature Blanca Flores  
Witness printed name  
Witness signature  
Witness printed name

Richard Hall (SEAL)  
Wanda B. Hall (SEAL)

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 30 day of October, 2006, by VERONICA A. KELLY Said person(s) is/are personally known to me. Said person(s) provided the following type of identification Passport

NOTARY PUBLIC STATE OF FLORIDA  
Michael J. Carr Notary Public  
Commission # DD519389 My commission expires 2-19-10

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 2nd day of October, 2006, by Richard Hall and Wanda B. Hall. Said person(s) is/are personally known to me. Said person(s) provided the following type of identification

Notary Public  
My commission expires

This instrument was prepared by:  
Veronica A. Kelly  
P. O. Box 1116, Lake City, FL 32056-1116

Return to:

