

Attorney At Law
Lake City, Florida

NO 0744 MC770

SI 05756

THE STATE OF FLORIDA

AGREEMENT FOR SALE

This Agreement, made and entered into this 5th day of April 1961, by and between CLYDE E. MALVERN and his wife, MARGARET F. MALVERN, whose address is Rt. 5, Box 114, Lake City, Florida, hereinafter referred to as "SELLER", and FLOYD L. BROWN and his wife, MARY MARY BROWN, whose address is Rt. 16, Box 100, Lake City, Florida 33855, hereinafter referred to as "BUYER",

W I T N E S S E T H

That for and in consideration of the payments made and to be made, and the promises and covenants herein made, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, the following described real property located in Lake City, Columbia County, Florida, and more particularly described as follows, to-wit:

East 1/2 of Lot 33, MIAMI ALDER, UNIT 3, a Subdivision as recorded in Plat Book 4, Pages 9 and 9-A, Public Records of Columbia County, Florida, containing 1.00 acres, more or less, subject to (over) line easement, subject to restrictions as recorded in Official Record Book 11, Pages 444-446, and subject to outstanding undivided 1/4th interest in all minerals and mineral rights.

1. **PURCHASE PRICE.** The total purchase price of the property is the sum of NINE THOUSAND FIVE HUNDRED (\$9,500.00) DOLLARS, a downpayment of \$500.00 paid this date and the balance of the purchase price shall bear interest at the rate ten percent (10%) per annum from April 9, 1961 and shall be paid to Seller at the address shown above in 120 equal monthly installments of SEVENTY NINE DOLLARS AND 10/100 (\$79.10) each with the first installment being due on May 1, 1961, and a like installment being due on the same day of each month thereafter, until paid in full. Payments shall first be applied toward accrued interest, and the balance

WITNESSED AND
SIGNED BY
A COURT CLERK, Clerk of
Columbia County

shall then be applied toward principal. The parties hereto agree that the Buyer may prepay all or any portion of this Contract at any time prior to maturity without penalty.

4. **POSSESSION.** The Buyer shall be entitled to possession of the described premises upon execution of this Contract.

5. **INSPECTION OF PREMISES.** The Buyer warrants and agrees that he has personally or through his authorized agents made a full and complete inspection of the described property and all of the improvements located thereon and accepts said property in its present condition, and that he is purchasing said property solely upon said inspection and not upon any ~~representations~~ made by Seller or Seller's agents respecting the condition, productive capacity, or income derived therefrom.

6. **PREMISES UNDER CONTRACT.** During the life of this Contract, the Buyer shall maintain the property, including the improvements thereon, in a good state of repair and condition, and shall make the repairs and improvements thereon at the Buyer's own cost and expense. All such improvements and repairs shall be deemed fixtures attached to the premises and shall not be thereafter removed in case of forfeiture hereunder.

7. **INSURANCE.** During the life of this Contract, the Buyer shall insure and keep insured against fire and other casualty, all improvements now on the property and improvements that may thereafter be built thereon. Such insurance shall be in the face amount of not less than the balance remaining due from time to time under this Contract. All such insurance shall insure the parties hereto as their interest may appear. All premiums on such policy shall be paid by the Buyer.

OFFICIAL RECORDS

8. **ASSUMPTION OF RISK.** The Buyer assumes all hazards of damage to or destruction of the described property or any portion thereof and of the taking of said property or any part thereof for public use.

9. **TAXES AND ASSESSMENTS.** Taxes for the year of 1991 shall be prorated between Buyer and Seller as of the date of this Contract. The Buyer shall pay before delinquency all taxes and assessments coming due after the execution of the contract and levied on the property. The Seller shall pay all taxes and assessments prior to the year 1991.

10. **NON-PAYMENT OF TAXES, INSURANCE, AND ASSESSMENTS.** If the Buyer fails or neglects to pay any installment of taxes or any assessment or any insurance premium when due, the Seller shall have the right to make such payment and to add the amount thereof together with necessary costs and legal fees, to the [REDACTED] of the Buyer hereunder, and the amount so advanced and such repayment thereof shall be secured hereby and shall be repaid by the Buyer to the Seller on demand, together with interest thereon at the rate provided above from date advanced by the Seller until repaid. Any amount so paid or advanced by the Seller shall be prima facie evidence of the necessity therefor. The rights of the Seller to make such advancements as hereinabove described shall be deemed to be an option and shall impose no obligation on the Seller, and the Seller may elect to treat such neglect or failure on the part of the Buyer as a breach of this Contract.

11. **LIENS AND ENCUMBRANCES.** The Seller warrants to Buyer that he owns the property described above in fee simple and has good right and title to sell the property and to deliver title to the Buyer as provided for herein. The Seller agrees to pay and discharge any liens and encumbrances existing as of the date of this Contract or arising hereafter by reason of Seller's actions.

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10 **DELIVERY OF DEED.** The Seller shall upon full payment of all amounts due to Seller from Buyer as provided for hereunder, at his expense, execute and deliver to Buyer a Warranty Deed conveying to Buyer marketable title to the real property described above free and clear of all liens and encumbrances except those arising subsequent to the date of this Contract by reason other than Seller's failure to comply with the terms of Paragraph 10 hereof.

11 **Seller's Remedies.** In the event the Buyer fails to make any payment required by the terms of this Agreement at the time the same falls due, including installment payments to the Seller, taxes, assessments, and insurance premiums, and shall fail to cure or remedy such default within thirty (30) days after the mailing of written notice of said default by Certified Mail, return receipt requested, addressed to Buyer at the last known address of the Buyer, then Seller, at his option, may declare a forfeiture of the Buyer's rights hereunder and cancellation of this Agreement. Upon such election, all right, title, and interest of the Buyer hereunder shall cease and terminate, and all payments theretofore made by the Buyer shall be retained by the Seller as liquidated damages and as rental for the use and occupation of the property, and the Buyer shall surrender to the Seller forthwith peaceable possession of the property. In lieu of declaring a forfeiture, the Seller may, at his option, accelerate and bring an action for the balance of the purchase price remaining due, and for such other sums as may be due Seller from Buyer hereunder, or for any other relief available at law or equity, including suit to recover any payment or payments or advancements made by the Seller and repayable by the Buyer hereunder; it being stipulated and agreed that such obligation to repay is a separate and independent covenant of the Buyer hereunder. No action to recover any payment or payments so made by the Seller shall constitute waiver by the Seller of his right to proceed otherwise with respect to any subsequent default.

OFFICIAL RECORDS

12. **ATTORNEY'S FEE.** Should suit be brought by either party to enforce the terms of this agreement, the prevailing party shall be entitled to recover all of his costs and expenses, including a reasonable attorney's fee for enforcing his rights under this Agreement.
13. **WAIVER.** It is agreed that the failure on the part of the Seller to enforce the strict performance of the terms and conditions of this Agreement or the prompt payment of the installments herein agreed upon shall not constitute or be construed as a waiver or relinquishment of the Seller's rights under this Agreement to thereafter enforce any such terms, conditions, or payments, it being expressly agreed that all the provisions of this Agreement are continuing ones and shall always be in full force and effect and are not waived by reason of any leniency which may have been granted or extended by the Seller on account of prior default in performance of the conditions and terms hereof, or in the payments as provided in this Agreement.
14. **WARRANTIES.** All representations made in negotiation of this sale have been incorporated herein, there being no verbal agreements between the Buyer and the Seller to modify the terms and conditions hereof.
15. **TIME OF PAYMENT.** Time is of the essence in this Agreement.
16. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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IN WITNESS WHEREOF, this Agreement has been executed by
the respective parties the day and year first above written.

Executed in the presence of:
Witnesses as to Buyer:

John H. Minner
Witness

Floyd L. Brien
FLOYD L. BRIEN

Mary E. Brien
Witness

Mary Ruth Brien
MARY RUTH BRIEN

Witnesses as to Sellers:

John H. Minner
Witness

Clinton E. Maltrip
CLINTON E. MALTRIP

Mary E. Brien
Witness

Clinton E. Maltrip
CLINTON E. MALTRIP

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this
1st day of April, 1951, by FLOYD L. BRIEN and MARY RUTH BRIEN,
Husband and Wife.

Witness by hand and official seal.

(S S A L)

Mary E. Brien
MARY E. BRIEN

My commission expires:

Notary Public
NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this
1st day of April, 1951, by CLINTON E. MALTRIP and his wife,
MARY E. MALTRIP.

Witness by hand and official seal.

(S S A L)

Mary E. Brien
MARY E. BRIEN

My commission expires:

Notary Public
NOTARY PUBLIC