

AGREEMENT FOR DEED

J. VERN WILLIAMS and MARCIA L. HUMPHRESS of Tallahassee, Leon County, Florida, hereinafter called the "first party";

Tom A. Scott & Carro Leigh Scott, his wife of
P.O. Box 568 Woodville, Florida 32362,

hereinafter called the "second party"; and LEON REALTY, INC., hereinafter called the "escrow agent", enter into this agreement this 17th day of July, 1984.

WITNESSETH:

The first party and the second party, in consideration of Ten Dollars (\$10.00) and other valuable consideration, each to the other in hand paid, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, do hereby agree as follows:

1. The first party and the second party do hereby deliver to the excrow agent the following instruments to be held in escrow until the conditions and stipulations of this agreement have been fully performed by the second party:

A. Warranty deed dated July 18, 1984, 1984, executed by the first party as grantor to the second party as grantee covering the real property located in Wakulla County, Florida, described as follows:

Summerwood - Tract No. 11

Commence at concrete monument marking the Northeast corner of Section 8, Township 3 South, Range 1 East, Wakulla County, Florida and then run North 89 degrees 47 minutes 00 seconds West along the North boundary of said Section 8 a distance of 348.46 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 47 minutes 00 seconds West 351.90 feet, thence run South 00 degrees 13 minutes 00 seconds West 618.93 feet to a concrete monument, thence run South 89 degrees 47 minutes 00 seconds East 351.90 feet to a concrete monument, thence run North 00 degrees 13 minutes 00 seconds East 618.93 feet to the POINT OF BEGINNING; containing 5.00 acres, more or less.

The North 30 feet being subject to a roadway easement.

RECORDED
150 AUG-7 PM 12:11
CARLTON TUCKER
CLERK CLERK COURT
WAKULLA COUNTY FLORIDA

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B. Quitclaim deed dated July 17,
19 84, executed by the second party as quitclaimor to the first
party as quitclaimee covering the above-described property.

2. The first party and the second party hereby nominate and
appoint Leon Realty, Inc., as escrow agent and hereby direct the
escrow agent to hold the above-described instruments in escrow upon
the following terms and conditions:

The said escrow agent is hereby instructed to hold the
aforesaid instruments and to deliver the warranty deed to the
second party upon the performance of payment by the second party to
the account of the first party of the sum of Nine thousand four hundred
seventy-six and no/100 Dollars (\$9,476.00), with
interest on the unpaid balance at the rate of Twelve
percent (12 %) per annum, said principal and interest to be paid
in monthly installments of One hundred thirty-five and 98/100 Dollars
(\$ 135.98) each, including interest, on the 23rd day of each
month beginning August, 1984, and continuing
until the principal and interest are fully paid, each payment being
applied first to interest and the balance to principal.

3. All fees and charges incurred in connection with this
agreement for deed, including the escrow agent's charges for acting
as escrow agent, shall be paid by the second party.

4. The escrow agent is not liable for the payment of any
insurance or taxes, it being the sole duty of the escrow agent to
hold the documents described herein and to delivery same in accor-
dance with the provisions of this agreement.

5. The second party will be responsible for the payment
of taxes and insurance on the described property subsequent to the
date of this agreement.

6. Upon the full payment of all sums required under this
agreement, the escrow agent shall delivery the warranty deed
described herein to the second party and it shall destroy the
quitclaim deed. The first party shall be required at that time to
place state and federal documentary stamps on the warranty deed
based on a consideration of \$ 45⁰⁰. Any documentary

stamps to be affixed to this agreement and the cost of recording this agreement shall be paid by the second party.

7. If the second party defaults in payment of any of the payments herein specified, and should such default exist for a period of thirty (30) days, the entire unpaid principal shall become due without notice at the option of the first party, and failure to exercise that option shall not waive the right to exercise it in event of a subsequent default. If the second party shall not pay the entire principal and interest due within the time specified by the first party, or if no time is specified, within sixty (60) days of default, the second party shall forthwith give up possession of said property to the first party, and the escrow agent shall deliver the instruments held by it to the first party and this agreement shall then be considered terminated. It is agreed that in the event of such default and termination, all sums paid by the second party hereunder shall be retained by the first party as liquidated damages. It is specifically agreed by the second party and the first party that such sums represent a fair and accurate amount of damages occasioned by the use and possession of the property by the second party. Time is of the essence of this agreement and a default or breach of this agreement by the second party, in order to be waived, must be waived in writing by the first party and will not become effective as a waiver until such written waiver is delivered to the escrow agent. The second party shall pay all expenses reasonably incurred by the first party because of failure of the second party to comply with this agreement, including a reasonable attorney's fee. The cost thereof, with interest thereon from the date of payment at the same rate as specified herein, shall also be secured by this agreement.

8. This agreement cannot be modified except by an instrument executed with the same formality as this instrument by the same parties to this instrument, their heirs or assigns.

9. It is specifically agreed that the second party, after the execution of this agreement, shall have the possession, care and control of the real property herein described.

10. Death, disability, bankruptcy, or the absence of any of the parties shall not affect or prevent the performance by the escrow agent in carrying out its instructions.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30th day of July, 1984.

Signed in the presence of:

Gene L. Sweet
Marcia L. Humphress

J. Vern Williams (SEAL)
J. VERN WILLIAMS

Marcia L. Humphress (SEAL)
MARCIA L. HUMPHRESS

Gene L. Sweet
Gene L. Sweet

Tom Scott (SEAL)

Carroll Hugh Scott (SEAL)

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of July, 1984, by J. VERN WILLIAMS and MARCIA HUMPHRESS, his wife, the first party.

Gene L. Sweet
Notary Public

STATE OF FLORIDA

COUNTY Leon

Notary Public, State of Florida
My Commission Expires May 4, 1985
Bonded Thru Troy Fain - Insurance, Inc.

The foregoing instrument was acknowledged before me this 30th day of July, 1984, by Tom Scott + Carroll Hugh Scott, the second party.

Gene L. Sweet
Notary Public

Notary Public, State of Florida
My Commission Expires May 4, 1985
Bonded Thru Troy Fain - Insurance, Inc.

ACCEPTANCE OF ESCROW AGENT TO SERVE

The undersigned hereby accepts receipt from the parties to the aforesaid Agreement for Deed of the warranty deed and quitclaim deed described herein and does hereby agree to hold

instruments, receive payments, establish an account for the deposit of said payments, administer, distribute and pay the money in said account to the first party in connection with the principal and interest due them; and the undersigned does hereby agree to perform and abide by the terms and conditions of the foregoing Agreement for Deed and agrees to serve as Escrow Agent.

LEON REALTY, INC.

By *Leo Antalfi*

Unofficial Copy

This instrument prepared by:

J. Vern Williams
1713 Mahan Drive
Tallahassee, FL 32301

Document No. 14.25
Date 8/2/84 at Fla C u ty.
Florida. Carlton Tucker, Clerk of Circuit
Court.
By *Laura W. Taylor*
Deputy Clerk

Received \$ 18.95 in Payment of Taxes
Due on Class (C) Intangible Personal Property

Carlton Tucker, Clerk Circuit Court

By *Laura W. Taylor*