

Escrow Agreement

This Agreement, entered into between CHARLES B. HARVEY, INDIVIDUALLY and as TRUSTEE, and MARY J. HARVEY, his wife.

hereinafter called the Seller (s) and
ROBERT E. WISNER
508 N. Monroe St., Tallahassee, Fl 32301

hereinafter called the Buyer (s), herewith present to you the following instrument of writing, to wit:

WITNESSETH

The seller is this day depositing with Mortgage Management Corp., P. O. Box 785, Tallahassee, Fl 32302, as Escrow Agent, a Deed conveying certain real property more particularly described to the Buyer therein as follows:

Commencing at the Southwest Corner of Lot No. 42, Hartsfield Survey, Wakulla County, Florida, (marked by a concrete monument), thence run N 72° 49' E, along the South boundary of Lot No. 42, 584.87 feet to a concrete monument on the West right-of-way of Hickory Drive; thence run N 17° 28' W, along the West right-of-way of Hickory Drive, 1064.32 feet to a concrete monument and point of beginning of tract herein conveyed; from the point of beginning run S 72° 41' W, 581.37 feet to a concrete monument; thence run N 17° 16' 55" W, along old fence line, 330.0 feet to a concrete monument; thence run N 72° 41' E, 580.35 feet to a concrete monument on the West right-of-way of Hickory Drive; thence run S 17° 28' E, along the West right-of-way of Hickory Drive, 330.0 feet to the point of beginning.

Situate, lying and being in Lot No. 42, Hartsfield Survey, Wakulla County, Florida, and containing 4.40 acres.

RECEIVED \$26.00 IN PAYMENT OF TAXES
PLUS: \$ _____ PEN. \$ _____ INT. _____
DUE ON CLASS (C) INTANGIBLE PERSONAL
PROPERTY PURSUANT TO CH. 199, F.S.
J. HAROLD THURMOND
CLERK OF CIRCUIT COURT WAKULLA COUNTY

Documentary Stamp Paid \$ 19.50
6-2-58
Florida, J. Harold Thurmond, Clerk of
Circuit Court.
Mary J. Harvey
Deputy Clerk

65459

RECORDED
INDEXED
JUN 3 1958
CLERK OF CIRCUIT COURT
WAKULLA COUNTY
TALLAHASSEE, FLORIDA

165 572

and such deed is deposited with the Escrow Agent in accordance with the following instructions:

Prepared by
ROBERT G. HOLT
1811 SAGEWAY DR.
TALLAHASSEE, FL 32303

1. The Buyer owes a remaining balance on said property in the sum of \$13,000.00. Such sum is to be paid in 168 monthly installments of \$160.09--- per month, on or before the 15th day of each and every month. Such sum shall be applied first to interest on the unpaid balance at the rate of 12.0 % per annum, with the remainder to be applied to the reduction of the principal balance. Payments shall commence on the 15th day of July , 19 90 .

Monthly payments shall be in the minimum amount of \$160.09 , however, Buyer shall have the right to make payments of such additional amounts as Buyer may desire, and interest will be charged on the unpaid balance only.

2. The Seller will pay taxes due on the property for the year 19 89 , and the Buyer will pay taxes for each year thereafter so long as this deed remains in Escrow.

3. It is agreed in the event Buyer should be in default in any payment due hereunder for a period of more than thirty (30) days, then all of the rights of the Buyer hereunder shall terminate, and Escrow Agent shall be authorized to re-deliver to the Seller the Warranty Deed and Quit Claim Deed deposited herewith. The Escrow Agent shall be under no obligations to re-deliver the deeds to Seller merely because of a default in payment, but it shall be the obligation of the Seller to request the return of the Warranty Deed and Quit Claim Deed in the event Buyer is in default. Any amount paid by Buyer shall be considered as adequate liquidated damages to Seller in the event of default, and there shall be no further compensation to the Seller. Upon such forfeiture, neither party shall have any claim against the other. The Escrow Agent shall be under no duty to advise the Buyer of the fact Buyer is in default and the deeds are being re-delivered to the Seller.

4. Seller(s) hereby authorizes the Escrow Agent to deduct from the last payment made hereunder the amount of \$72.60 for State Documentary Stamps to be placed on the Warranty Deed when it is given to the Buyer(s).

5. Buyer shall be responsible for all charges made by Escrow Agent, including any initial charge and any monthly charge, relative to the handling of this Escrow Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement the 6th day of June, A.D. 1990.

Signed, sealed and delivered in the presence of;

[Signature]
[Signature]
As to the Seller

Charles B. Harvey
Mary J. Harvey

STATE OF: FLORIDA
COUNTY OF: LEON

BEFORE ME, this day, personally appeared ROBERT G. HOLT as Attorney-in-fact for Charles B. Harvey and Mary J. Harvey

who is to me known and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state last aforesaid on this 6th day of June, A.D. 1990.

Jean D. [Signature]
NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires [Date]
Bonds Through [Company]

[Signature]
[Signature]
As to the Buyer

[Signature]

STATE OF: Florida
COUNTY OF: Leon

BEFORE ME, this day, personally appeared ROBERT E. MISNER

who is to me known and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state last aforesaid on this 6th day of June, A.D. 1990.

[Signature]
NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires Oct. 2, 1993
Bonds Through [Company]

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