

C O N T R A C T

THIS CONTRACT, Made and entered into this 23rd day of March, 1991, by Ray Boles, party of the first part, hereinafter called the seller; and Ernest Leavins and Joyce Leavins, whose address is Rt 3, Box 5645, Crawfordville, FL parties, of the second part, hereinafter called the purchasers.

W I T N E S S E T H

THAT the seller agrees to sell and convey to the purchasers and the purchasers agree to buy from the seller that certain parcel of real estate, situate, lying and being in the county of Wakulla and state of Florida more particularly described as follows:

Lot No. Twelve (12) in Block 24 of Wakulla Gardens Unit III, as shown by plat of said subdivision of record on page 43, Plat Book No. One of the Public Records of Wakulla County, Fl

Subject to restrictions, easements, and reservations of record, if any, not specifically reimposed or extended hereby.

upon the following terms and conditions:

- (1) The seller agrees to finance the selling price of \$15,000.00.
- (2) The monthly payment will be \$250.00 beginning on the 23rd day of March 1991, and continuing on the 23rd of each month thereafter for a period of five (5) years which will pay this mortgage in full.
- (3) The monthly payment includes all taxes.
- (4) The purchasers understand that the frame house they are purchasing is in very poor repair and that they will be totally responsible for all repairs to the house.

The purchasers may pay the balance at any time without penalty.

The purchasers shall buy homeowners insurance in the amount of at least \$5,000.00 naming Ray Boles, as loss payee, and shall keep this same limit until said property is paid in full. Failure to keep this amount of insurance will be reason for immediate termination of this contract.

The purchasers agree to accept the land and home in the condition they are now in and agree to comply with all restrictive covenants pertaining to the property if any. The purchasers also understand that they will be totally responsible for fixing the frame house on said property which is now in poor repair. The purchasers will be responsible for all repairs made to the home during and after this contract period.

The purchasers are to have possession of the property and shall keep the same in a clean and orderly condition at all times so as not to detract from value of same and surrounding property.

Any additions made to land or home will then be considered a part of same and in the event of default cannot be removed from said property.

The purchaser agree that this contract, on their part, cannot be sold or assumed by any other party. The seller, at his discretion, may sell said contract upon thirty (30) written notice to the purchasers with the provision that all terms and conditions of this contract shall apply to the new owner.

In the event of the death of the seller, purchasers are to continue this contract with the estate of the seller and this contract will be honored by same. In the event of the death of the purchasers, their assigns and estate shall have a period of not more than ninety (90) days to satisfy the seller's interest. Failure to do so shall result in the immediate termination of this contract and the property shall be recovered by the seller.

In the event that the purchasers fail to make payment herein provided for, or otherwise comply with the terms and conditions of this contract, this contract shall be terminated and revert to a rental agreement. At that time, the purchasers shall immediately deliver possession of said property to the seller, his heirs and assigns, and all payments theretofore made under the terms of this contract shall be considered as rent and those payments, along with all improvements to land and home shall be retained by the seller as reasonable compensation for the use and possession of said property on the part of the purchasers, as well as liquidated damages for the breach of this contract, with the understanding that all property will be in an acceptable condition. If it becomes necessary to enforce any of the terms of this contract through the legal system, all costs of those proceedings including attorney's fees shall be paid by the purchasers.

Upon the purchasers fully complying with all the terms and conditions of this contract, the seller will execute and deliver to the purchasers, their heirs, and assigns, a good and sufficient warranty deed conveying said premises free and clear of all encumbrances, but subject to the restrictive covenants, if any, and to any easements that may apply.

IN WITNESS WHEREOF, The parties have to this contract set their hands and seals at Crawfordville, Wakulla County, Florida the day and year first above written.

Signed, sealed and delivered in the presence of:

Barbara Hutton  
Witness  
BARBARA HUTTON

Darrell Hutton  
Witness  
DARRELL HUTTON

RECEIVED \$30.00 IN PAYMENT OF TAXES  
PLUS \$ PEN. \$ INT.  
DUE ON CLASS (C) INTANGIBLE PERSONAL  
PROPERTY PURSUANT TO CH. 192, F.S.  
J. HAROLD THURMOND  
CLERK OF CIRCUIT COURT WAKULLA COUNTY

Ray Boles  
Ray Boles, Seller

Ernest Leavins  
Ernest Leavins, Purchaser

Joyce Leavins  
Joyce Leavins, Purchaser

State of Florida  
County of Wakulla

103664

Sworn to and subscribed before me this 23rd day of March, 1991

Linda N. Boles  
Notary

Prepared by:  
Ray Boles  
Rt 5, Box 2350  
Crawfordville, FL 32327

Notary Public, State of Florida  
My Commission Expires June 29, 1992  
Bonded thru Fidelity Insurance Inc.

Documentary Stamps Paid \$ 52.50  
Date 12-9-92, Wakulla County,  
Florida. J. Harold Thurmond, Clerk of  
Circuit Court.

By Lettie M. Wees  
Deputy Clerk

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