

Corrective document to correct legal description on OR 251/13

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 E. DANIEL CARTER and SHARON C. CARTER, his wife
2724 Sandalwood Dr., South, Tallahassee, Fl 32310

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:

Commence at the Northwest corner of land lot number 40 of the Hartsfield survey in Wakulla County, Florida. Run thence South 17 degrees 05 minutes 00 seconds East 448.55 feet to a point on the southerly right of way of State Road Number 61, thence run North 70 degrees 50 minutes 29 seconds East along said southerly right of way a distance of 96.59 feet to a found concrete monument for the Point of Beginning. From said Point of Beginning run thence North 70 degrees 44 minutes 05 seconds East along the southerly right of way of State Road Number 61 a distance of 488.12 feet to the intersection of the southerly right of way of State Road Number 61 with the westerly right of way of Hickory Drive, thence leaving the southerly right of way of State Road Number 61 run along the westerly right of way of Hickory Drive as follows, South 16 degrees 53 minutes 47 seconds East 198.94 feet to a found iron pipe said pipe being on a point of curve to the left, thence along said curve with a radius of 386.00 feet through a central angle of 30 degrees 58 minutes 05 seconds for an arc length of 208.63 feet (chord of 206.10 feet bears South 32 degrees 22 minutes 38 seconds East) to a found iron pipe, thence South 47 degrees 42 minutes 00 seconds East 93.20 feet to a found iron pipe marking the point of curve to the right, thence along said curve with a radius of 145.06 feet through a central angle of 61 degrees 46 minutes 00 seconds for an arc length of 156.38 feet (chord of 148.92 feet bears South 16 degrees 49 minutes 00 seconds East) to a found iron pipe, thence South 14 degrees 04 minutes 00 seconds West 93.24 feet to a found iron pipe marking a point of curve to the left, thence along said curve with a radius of 385.38 feet through central angle of 11 degrees 15 minutes 05 seconds with an arc length of 75.68 feet (chord of 75.56 feet bears South 08 degrees 26 minutes 27 seconds West), thence leaving the westerly right of way of Hickory Drive run South 73 degrees 28 minutes 19 seconds West 605.24 feet to a found concrete monument, thence North 16 degrees 11 minutes 21 seconds West 110.53 feet to a set concrete monument, thence North 72 degrees 55 minutes 00 seconds East 7.96 feet; thence North 19 degrees 51 minutes 55 seconds West 170.51 feet to a found concrete monument; thence North 70 degrees 29 minutes 34 seconds East 93.49 feet to a found concrete monument, thence North 17 degrees 05 minutes 18 seconds West 465.50 feet to the Point of Beginning containing 9.95 acres more or less.

FILED AND RECORDED
DATE 08/01/1995 TM 12:53

DOC STAMPS -35
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J. HAROLD THURMOND CLERK
CO:WAKULLA ST:FL

FL# 126465 B 259 P 456
REC NO. 15213003349

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

1. The Buyer owes a remaining balance on said property in the sum of \$25,800.00 . Such sum is to be paid in 180 monthly installments of \$309.64 per month, on or before the 1st 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 first day of August , 1995 .

Monthly payments shall be in the minimum amount of \$309.64 , 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 1995 , 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 \$182.00 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.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow

Agreement the 26 day of July, A.D. 1995.

Signed, sealed and delivered
in the presence of:

John Waddill
JOHN WADDILL

W. Heideman
As to the Seller B. Heideman

Charles B. Harvey by Robert G. Holt
as Attorney-in-fact
Mary F. Harvey by Robert G. Holt
as Attorney-in-fact.

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

WITNESS my hand and official seal in the county and state last aforesaid on this 26 day of July, A.D. 1995.



John Waddill
NOTARY PUBLIC

John Waddill
JOHN WADDILL

W. Heideman
As to the Buyer B. Heideman

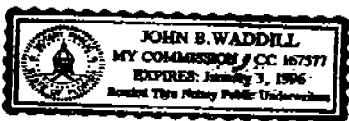
STATE OF: Florida
COUNTY OF: Leon

Eli D. Carter

Sharon C. Carter

BEFORE ME, this day, personally appeared E. DAN CARTER & SHARON C. CARTER who is to me known and who executed the foregoing instrument and acknowledged before me that executed the same.

WITNESS my hand and official seal in the county and state last aforesaid on this 26 day of July, A.D. 1995.



John Waddill
NOTARY PUBLIC

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