

AGREEMENT FOR DEED

THIS AGREEMENT made and entered into this 5th day of August, 1977. by and between EMERALD ACRES, a partnership, whose mailing address is Post Office Box 1346, Tallahassee, Fla., hereinafter referred to as "Seller", and Bert Voorting and Linda Voorting whose mailing address is 8750 52nd Lane, Pinellas Park, Florida, hereinafter referred to as "Purchasers."

WITNESSETH:

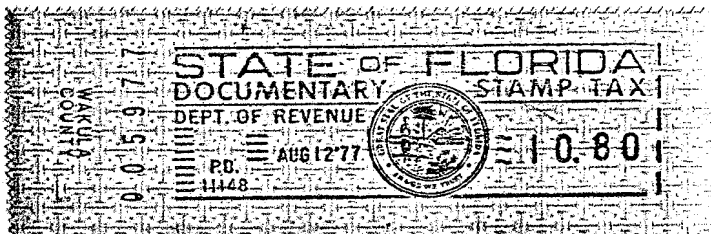
That in consideration of the mutual promises and covenants contained in this Agreement and other valuable considerations, the Seller agrees to sell, and the Purchasers agree to buy, the following described property situate, lying and being in Wakulla County, Florida, to wit:

EMERALD ACRES, Tract No. 11, more particularly described in the attached legal description marked Exhibit "A" and made a part hereof.

SUBJECT TO restrictive covenants and easements of record, if any, which specifically are not reimposed or extended hereby.

SUBJECT TO an outstanding one-half interest in and to all of the oil, gas and mineral rights which have been previously reserved.

Received \$ 14.40 in Payment of Taxes
Due on Class (C) Intangible Personal Property
Carlton Tucker, Clerk Circuit Court
By Emmanuel Metcalfe D.C.



Prepared by: .
Walter E. Eason
P. O. Box 1346
Tallahassee, Florida

36421

RECORDED
1977 AUG 12 PM 3:32
CLERK OF CIRCUIT COURT
WAKULLA COUNTY, FLORIDA

The purchase price shall be the sum of Eight Thousand and no/100 Dollars, (\$8,000.00) payable as follows Eight Hundred and 00/100 Dollars (\$ 800.00) cash paid at or prior to date hereof, receipt of which is hereby acknowledged by Seller and the balance of Seven Thousand Two Hundred and 00/100 Dollars (\$ 7,200.00) together with interest at the rate of Eight and one-half Per Cent (8½%) per annum shall be payable to Seller at its address shown above as follows: Balance of Seven Thousand Two Hundred and 00/100 (\$ 7,200.00) payable in _____ monthly payments to commence September, 5, 1977, in the amount of Eighty Nine and 27/100 (\$ 89.27) The first installment shall be paid September, 5, 1977, and on the 5th day of each and every calendar month thereafter, until the purchase price is paid in full, together with interest. Each of the payments shall be credited first to interest and the balance to principal, and prepayment shall be permitted at any time and from time to time without penalty.

It is understood and agreed between the parties that when the principal sum and accrued interest has been paid in full, Seller shall deliver to the Purchaser a Warranty Deed conveying the above described property free and clear of all encumbrances, except for waterline easement described on page 3 of this Agreement and except an outstanding one-half interest in and to all of the oil, gas and mineral rights which have been previously reserved, and except such encumbrances as may arise through acts of Purchasers subsequent to the execution of this Agreement.

The Purchasers shall be permitted to go into possession of the property covered by this Agreement on the date of its execution, and shall assume all liability for taxes from and after December 31, 1976. The Purchasers will be permitted to cut and remove timber or soil from the property only after the principal balance remaining under this Contract shall have been reduced to Four Thousand and no/100 Dollars, (\$4,000.00)

Purchasers shall pay all costs in connection with the recording of this Agreement should Purchasers desire to record the same, including the payment of required documentary stamps and intangible tax and recording fees.

At any time during the term of this Agreement, notwithstanding anything in this Contract to the contrary, and upon the written request of the Seller, Purchaser will accept a General Warranty Deed conveying the above described property; and at the same time, will execute a Purchase Money Mortgage and Note for the exact balance remaining under this Agreement. Such Mortgage will be in standard form customarily used in the State of Florida. The method of payment and interest rate under such Mortgage shall be exactly the same as if this Contract for Deed had remained as the security instrument.

The time for payment shall be of the essence and in the event of any default in payment of any part of the purchase price as and when it becomes due or in the performance of any other obligations assumed by the Purchaser in the Agreement, and in the event that the default shall continue for a period of Thirty (30) days, the Seller may consider the whole of the balance due under the Agreement is immediately due, payable and collectible, or the Seller may rescind this Agreement, retaining the cash consideration paid for it as liquidated damages, and this Agreement then shall become null and void. In the event that it is necessary for the Seller to enforce or cancel this Agreement by legal proceedings or otherwise, all costs incurred by Seller in connection therewith, including a reasonable attorney's fee shall be paid by the Purchaser.

Notwithstanding any other provisions provided for in this Agreement, it is understood and agreed between the parties that any monthly payment postmarked more than fifteen (15) days after the date on which such payment is due shall have added to it, as a late penalty, the amount of Five (\$5.00) DOLLARS per month for each and every month which elapses before such payment is made. Such late payment is not to be considered as interest, but as additional compensation to EMERALD ACRES, a partnership, for unnecessary communicating and bookkeeping.

The obligations and benefits under this contract shall extend to the personal representatives, heirs and assigns of the respective parties to it.

The EMERALD ACRES partnership hereby reserves the right to an easement of one (1) foot along the boundary of the above described property, to be used as a waterline easement connecting other properties to a water source.

By acceptance of this Agreement for Deed, the parties hereto agree that the restrictions on the above described land shall be: Not commercial production of livestock or fowl on said lands nor any noxious or offensive trade or activity shall be carried on upon said lands, nor shall there be more than two (2) dwellings placed or allowed to be built upon said lands.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of:

Nelda M. Staccione
Robert V. Vorting
Witnesses as to Purchasers

Frank M. Staccione
Nelda M. Staccione
Witnesses as to Seller

Bert Voorting
Linda Voorting
Purchasers

EMERALD ACRES Partnership
Walter E. Eason
Margaret P. Eason
Charles B. Harvey
Mary J. Harvey
By Walter E. Eason Attorney in Fact
By Walter E. Eason Attorney in Fact
Sellers Attorney in Fact.

STATE OF FLORIDA
COUNTY OF LEON

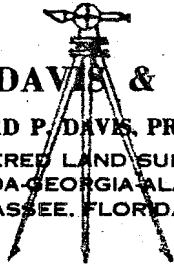
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Bert Voorting and Linda Voorting, his wife, and WALTER E. EASON AND MARGARET P. EASON, FOR HIMSELF individually, and as Attorney-in-Fact for CHARLES B. HARVEY AND MARY J. HARVEY, TO ME known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, A.D. 1977

Nelda M. Staccione
Notary Public
My Commission Expires 1979
Notary Public, State of Florida at Large
My Commission Expires A.D. 8, 1979
Bonded by American Fire & Casualty Co.



LAND SURVEYING
DRAFTING SERVICES
RESIDENTIAL SUBDIVISIONS
LAND PLANNING



BROWARD DAVIS & ASSOC., INC.

BROWARD P. DAVIS, PRESIDENT
REGISTERED LAND SURVEYOR
FLORIDA-GEORGIA-ALABAMA
TALLAHASSEE, FLORIDA 32303



313 N. MONROE STREET
POST OFFICE BOX 3562
PHONE 224-4156 OR 224-4157

April 14, 1971

EXHIBIT "A"

GLENN VIRGO

Tract No. 11

Commence at an old concrete monument marking the Southwest corner of Section 16, Township 3 South, Range 1 West, Wakulla County, Florida, and run thence North 00 degrees 09 minutes East (bearing base) 163.52 feet, thence run North 26 degrees 36 minutes West 191.65 feet, thence run North 00 degrees 09 minutes East 79.0 feet, thence run North 26 degrees 54 minutes East 125.0 feet, thence run North 00 degrees 09 minutes East 361.20 feet, thence run East 1015.77 feet to an old concrete monument, thence run South 00 degrees 02 minutes East 884.90 feet to an old concrete monument on the South boundary of said Section 16, thence run North 89 degrees 58 minutes East along the South boundary of said Section 16 a distance of 434.0 feet to a concrete monument for the Point of Beginning from said Point of Beginning continue thence North 89 degrees 58 minutes East along the South boundary of said Section 16 a distance of 446.0 feet to a concrete monument, thence run North 00 degrees 02 minutes West 540.90 feet to a concrete monument on the South right of way boundary of a proposed 60.0 foot roadway, thence run South 89 degrees 58 minutes West 446.0 feet to a concrete monument, thence run South 00 degrees 02 minutes East 540.90 feet to the Point of Beginning, containing 5.54 acres, more or less.

BROWARD P. DAVIS
Registered Florida Land Surveyor, No. 1254