

RECORDED

AT TIME 8:05 PM

1978 OCT 23 PM 2: 13

WARRANTY DEED

339836

CARLTON TUCKER
CLERK CIRCUIT COURT
WAKULLA COUNTY, FLORIDA

MOBILE HOME INDUSTRIES, INC., a corporation organized and existing

under the laws of the State of Florida, the Grantor, in consideration of the sum of TEN DOLLARS and other valuable consideration, received from

Jerry F. and Diana J. Wells

whose address is

Rt. 2, Box 390, Crawfordville, Florida 32327

, the Grantee(s),

hereby, on this 23rd day of October A.D. 1978, conveys to the

Grantee(s) the real property in Wakulla County, Florida, described as:

Lot 46, SHELL POINT HARBOR, as per map or plat thereof recorded in Plat Book 2 Page 24 of the Public Records of Wakulla County, Florida.

subject to restrictive covenants recorded in official Record Book 65, Pages 37-43 of the Public Records of Wakulla County, applicable to the above described subdivision, and covenants that the property is free of all encumbrances, that lawful seisin of and good right to convey that property are vested in the Grantor, and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except as to taxes for the year 1978 and all subsequent years.

SEE EXHIBIT "A" and "B"

WITNESS:

MOBILE HOME INDUSTRIES, INC.

By

Robert B. Johnson

President

STATE OF FLORIDA

COUNTY OF Leon

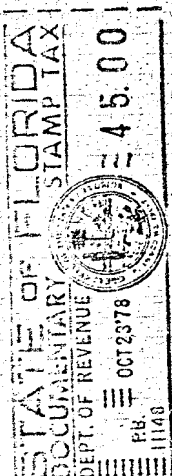
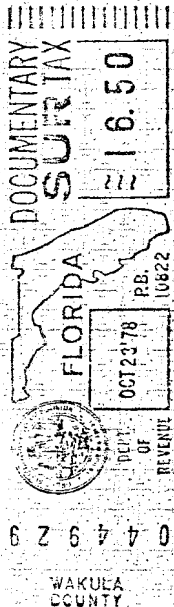
I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements personally appeared Robert B. Johnson to me known to be the person described as President of MOBILE HOME INDUSTRIES, INC., in and who executed the foregoing warranty deed, and acknowledged before me that that person executed the foregoing warranty deed in the name of and for that corporation affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing warranty deed is the act and deed of that corporation.

WITNESS my hand and official seal in the county and state named above this 23rd day of October, A.D., 1978.

Notary Public

Notary Public, State of Florida at Tallahassee
My Commission Expires Dec. 6, 1979
Bonded by American Fire & Casualty Co.

PREPARED BY ROBERT JOHNSON
MOBILE HOME INDUSTRIES, INC.
P.O. BOX 2253
TALLAHASSEE, FLORIDA 32304



DEF. REC. 65 PAGE 598

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

Shell Point Harbor, Wakulla County, Florida

Date: 9/27/78

MOBILE HOME INDUSTRIES, INC., hereinafter referred to as the Seller, hereby acknowledges receipt of the sum of 200 dollars (\$ 200) from: JERRY F. AND DIANNA J. WELLS address: RT 2 BOX 390 CRAWFORDVILLE, FL 32327 hereinafter referred to as the Buyer, as a deposit to be applied against Purchase Price and estimated Closing Costs, for the purchase of the following described property at the Purchase Price of 15,000.00 dollars (\$ 15,000.00) plus Closing Costs and Prepayments, and according to the General Terms and Conditions hereinafter set forth:

(1) Legal Description

Lot 46, Shell Point Harbor Subdivision, according to the Plat thereof, as recorded in Plat Book 2, Page 24 of the Public Records of Wakulla County, Florida

(2) Purchase Price

Extras in addition to Purchase Price:

- a. \$900.00 utilities (see clause #6 below)
b. \$400.00 Sewer connection due Talquin Electric (see clause #7 below)

Total of Extras due at closing, plus

Purchase Price

Estimated Closing Costs of Buyer

(Due at Closing)

\$ 15,000.00\$ 1300.00\$ 4.00

(3) Expenses

Insurance, interest, rents and other expenses shall be the responsibility of the Buyer. Taxes for the current year shall be pro-rated as of the date of Closing. State Surtax and Documentary Stamps which are required to be affixed to the Warranty Deed shall be paid by the Seller.

(4) Evidence of Title

Conveyance will be Warranty Deed. Abstract of Title Insurance will be the responsibility of the Buyer at his option.

(5) Typewritten or Handwritten Provisions

Typewritten or handwritten provision(s) inserted in this contract shall control all printed provisions in conflict therewith.

- (6) The \$900.00 utilities fee is for the purpose of installation of utility services (water, sewer and electric). This amount is due at closing and is in addition to the purchase price. Installation of utilities is subject to approval of all concerned governmental authorities and satisfactory arrangements with Talquin Electric Cooperative. The Seller will make all reasonable efforts for prompt completion of installation of utility services.
- (7) The \$400.00 fee due Talquin Electric Cooperative is for the purpose of a sewer connection tie-in. This amount is in addition to the purchase price and is due when the sewer connection is requested from Talquin Electric Cooperative. The \$400 fee is subject to increase.
- (8) The lot stakes on site are temporary. The lot lines are subject to adjustment after the final survey.
- (9) No agreements or representations unless incorporated in this contract shall be binding upon any of the parties, unless they be in writing and agreed to by all parties.
- (10) If the Buyer fails to perform any of the covenants of this contract within the time specified, the deposit this date paid by the Buyer aforesaid may be retained by or for the account of the Seller as consideration for the execution of this contract and in full settlement of any claims for damages and all parties shall be relieved of all obligations under this contract, and each party shall execute a separate release of the other party at such time; or the Seller, at its option, may proceed at law or in equity to enforce his legal rights under this contract, including but not limited to the right to bring a suit for specific performance.
- (11) This contract shall be closed and the deed shall be delivered on or before the 14th day of OCTOBER, 1978, unless extended by other provisions of this contract.
- (12) The Buyer shall take title subject to: (a) Zoning and restrictions and prohibitions imposed by governmental authority; (b) Restrictive Covenants of record; (c) Public utility easements, taxes for year of closing and; (d) Assumed mortgages and purchase money mortgages.
- (13) Certification of Buyer(s)
We, the undersigned Buyer(s) hereby certify that we have been physically upon the property which is the subject matter of this Contract for Sale and have observed same; and further, that we have examined the Plat, attached hereto as Exhibit A, showing the lot layout of said development and have been furnished a copy of the Restrictive Covenants applicable, attached hereto as Exhibit B.

DATED at CRAWFORDVILLE, FLA, County of WAKULLA this 27 day of SEPT, 1978.

WITNESS:

[Signature]

Executed by Buyer on 9/27/78 (SEAL)

BUYER [Signature] (SEAL)

BUYER [Signature] (SEAL)

Executed by Seller on _____

MOBILE HOME INDUSTRIES, INC. (SEAL)

By [Signature] (SEAL)

SELLER

WITNESS:

[Signature]

Deposit received on _____ to be held subject to this Contract (if check subject to clearance).

Sworn to and subscribed before me this _____ day of _____, 19____.

Seller's Representative

NOTE: This is a transfer of deposit from Lot # 20

EXHIBIT B



SOLVING THE NATION'S HOUSING NEEDS
THE FREE ENTERPRISE WAY

POST OFFICE BOX 2253 • 1309 THOMASVILLE ROAD • TALLAHASSEE, FLORIDA 32304 • TELEPHONE 904/224-5111 • TELEX 54845

August 15, 1978

New York Exchange Symbol "MH"

MANUFACTURING
HOUSING BY VOGUE, INC.
LAKE CITY, FLA.
PEMEROK, NORTH CAROLINA
HOUSING BY TIFFANY
MOUTRIE, GEORGIA

FINANCE
MOBILE HOME CREDIT CORP.
TALLAHASSEE, FLORIDA

INSURANCE
MHI INSURANCE AGENCY
TALLAHASSEE, FLORIDA

LAND DEVELOPMENT
PARKS & SUBDIVISIONS

RETAIL SALES
MOBILE HOME BROKERS
ABC MOBILE HOMES
CRESTVIEW MOBILE HOUSING
GEORGES' MOBILE HOMES
EDDIE'S MOBILE HOME SALES

96 Sales Locations
ALABAMA 7
FLORIDA 19
GEORGIA 8
LOUISIANA 6
MISSISSIPPI 2
NORTH CAROLINA 21
SOUTH CAROLINA 14
TENNESSEE 3
TEXAS 9
VIRGINIA 3
WEST VIRGINIA 4

Prospective Purchaser of Shell Point Harbor Lots

Outlined herein is the approximate schedule for completion of documentation, governmental approvals, installation of utilities to serve the subdivision lots, pave the street and install a security gate.

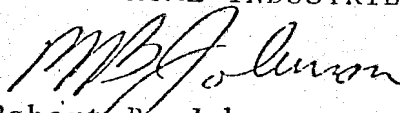
1. Record Wakulla County approved Plat, ^{Sept.} August 1978.
2. Record Shell Point Harbor Covenants, ^{Sept.} August 1978.
3. Complete engineering plans for sewer, water and storm drainage early September 1978.
4. Submit sewer, water and storm drainage plans to Department of Environmental Regulation for approval. Approval would take at least 60 to 90 days and possibly longer.
5. Complete installation of sewer, water and storm drainage March 1979.*
6. Install security gate, April 1979.*
7. Complete street paving, April 1979.*

*Based on 60 to 90 day approval from DER for sewer, water and storm drainage.

As stated in the Deposit Receipt and Contract for Sale and Purchase we will make all reasonable efforts for prompt completion of the installation of utility services, paving, and the security gate.

Very truly yours,

MOBILE HOME INDUSTRIES, INC.


Robert B. Johnson
President

OFF. REC. 65 PAGE 600

"WE ARE NOT THE BEST BECAUSE WE ARE THE BIGGEST
WE ARE THE BIGGEST BECAUSE WE ARE THE BEST."