

ESCROW AGREEMENT

43137

RECORDED
AT TIME & DATE NOTED
1919 DEC - 6 AM 8:19
CARLTON TUCKER
CLERK CIRCUIT COURT
WAKULLA COUNTY, FLORIDA

THIS AGREEMENT, entered into between CHARLES B. HARVEY, INDIVIDUALLY and as TRUSTEE, his wife MARY J. HARVEY, of Leon County, Florida, hereinafter called the Seller, and DAVID OWEN BLANCHARD, 1104 W. Vine St., Ft. Collins, Co. 80521, hereinafter called the Buyer(s), herewith present to you the following instrument of writing, to-wit:

WITNESSETH:

The Seller is this day depositing with AMERICAN GUARANTY BANK, a Florida banking corporation, as Escrow Agent, a Deed conveying certain real property more particularly described to the Buyer therein, as follows:

Commencing at the Northwest Corner of Lot No. 42, Hartsfield Survey, Wakulla County, Florida, (marked by a concrete monument), thence run N 72° 41' E, along the North boundary of Lot 42, 572.7 feet to a point on the West right-of-way of Hickory Drive; thence run S 17° 28' E, along the West right-of-way of Hickory Drive, 1242.07 feet to a concrete monument and point of beginning of tract herein conveyed; from the point of beginning continue S 17° 28' E, along the West right-of-way of Hickory Drive, 330.0 feet to a concrete monument; thence run S 72° 41' W, 567.95 feet to a concrete monument; thence run N 17° 17' 00" W, along old fence line, 330.0 feet to a concrete monument; thence run N 72° 41' E, 566.90 feet to the point of beginning.

Situate, lying and being in Lot No. 42, Hartsfield Survey, Wakulla County, Florida, and containing 4.30 acres.

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

(1)

Prepared by:
Charles B. Harvey
2639 N. Monroe St., Ste. 147-A
Tallahassee, Fla. 32303

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1. The Buyer owes a remaining balance on said property in the sum of \$9,260.00. Such sum is to be paid in 168 monthly installments of \$99.86 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 9 1/2% per annum, with the remainder to be applied to the reduction of the principal balance. Payments shall commence on the 1st day of December, 1979.

Monthly payments shall be in the minimum amount of \$99.86, 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.

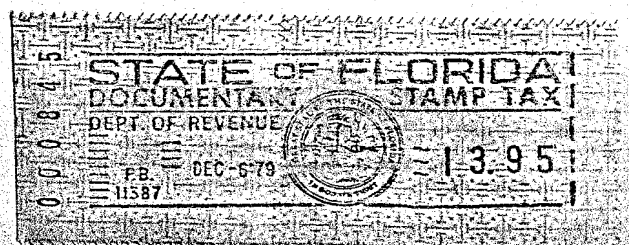
2. The Seller will pay taxes due on the property for the year 1979, and the Buyer will pay the taxes for each year thereafter so long as this Deed remains in Escrow.

3. It is agreed in the event Buyer should be in default in any payment due hereunder for a period of more than thirty days (30), 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 deposited herewith. The Escrow Agent shall be under no obligation to re-deliver the Deed 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 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 Buyer of the fact Buyer is in default and the Deed is being re-delivered to the Seller.

4. Seller hereby authorizes the Escrow Agent to deduct from the last payment made hereunder the amount of \$28.50 for state documentary stamps and \$10.45 for Sur Tax stamps to be placed on the deed when it is given to the Buyer.

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.

Received \$#18.52 in Payment of Taxes
Due on Class (C) Intangible Personal Property
Carlton Tucker, Clerk Circuit Court
By Jill Pearce D.C. (2)



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In Witness Whereof, the parties hereto have executed this Escrow Agreement,
the 28 day of November A.D., 1979.

Signed, sealed and delivered
in the presence of:

Lavern D. Tompkins

David Hamell

Lavern D. Tompkins

David Hamell
(As to the Sellers)

Charles B. Harvey by Robert G. Holt
CHARLES B. HARVEY, Individually and
as Trustee By
Robert G. Holt, Attorney-in-fact

Mary J. Harvey by Robert G. Holt
MARY J. HARVEY
By Robert G. Holt, Attorney-in-fact

X Mark DeMaia
Witness
X Bl. Blum
Witness (As to the Buyers)

(SEAL)
X David O. Blanchard (SEAL)

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, this day, personally appeared CHARLES B. HARVEY, Individually and as Trustee By Robert G. Holt, Attorney-in-Fact, his wife, MARY J. HARVEY By Robert G. Holt Attorney-in-Fact who are to me known 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 on this 28th day of Nov. A.D., 1979.

Lavern D. Tompkins
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 15, 1983

STATE OF Colorado
COUNTY OF LAFAYETTE

BEFORE ME, this day, personally appeared David Owen who are to me known and who executed the foregoing instrument and they acknowledged before me that they executed the same.

X C. J. Jettmann
NOTARY PUBLIC

My Commission Expires:
9-4-83

IT IS HEREBY agreed by PEOPLES BANK that it will act as Escrow Agent in accordance with the foregoing instructions.
PEOPLES BANK

BY: _____ (SEAL)
Sworn to and subscribed before me this _____ day of _____
A.D., 19____.

NOTARY PUBLIC
My Commission Expires: