

This Document Prepared by: Lots Unlimited, Inc.
6753 Thomasville Rd., #108, Box 228, Tallahassee, FL 32304
Parcel ID#: 00-00-072-000-10184-005

CONTRACT FOR DEED

FLORIDA, WAKULLA COUNTY

THIS AGREEMENT made and entered into this 16 day of September, 2008, by and between Lots Unlimited, Inc., f/k/a Cig City, Inc., a Florida corporation, whose address is 6753 Thomasville Rd., #108, Box 228, Tallahassee, Florida 32312, of the County of Leon and State of Florida, hereinafter called "LOTS UNLIMITED" as Party of the First Part; and Cynthia L. Maskell a single woman and Christopher D. Maskell, a married man, whose address is 123 Barber Road, Crawfordville, FL 32327, of the County of Wakulla and State of Florida, hereinafter called "MASKELL" as Party of the Second Part.

WITNESSETH:

THAT WHEREAS LOTS UNLIMITED is the owner of certain real estate in Wakulla County, Florida, hereinafter called "Premises" described as follows:

See Attachment "A"

This conveyance is made subject to those certain restrictions and covenants recorded in Wakulla County, Florida.

This conveyance does not include oil, gas and other mineral rights in and to the said property.

AND WHEREAS MASKELL is desirous of purchasing the above described realty:

NOW THEREFORE, it is hereby mutually agreed as follows:

1.

The purchase price of the above described property shall be \$18,000.00 payable as follows:

For the price of approximately \$18,000.00, with a down payment of \$1,606.95, with a balance of \$16,393.05 at the rate of 14.5% fixed rate per annum, Purchaser has agreed to pay the balance at the rate of not less than \$218.33 monthly, principal and interest inclusive for sixteen years and five months (198 months) with the first payment being due on September 15, 2008, and the subsequent payments due by the 15th of each month. No penalty for prepayment. A late charge of \$25.00 will be assessed for each payment received after the 25th of the said month in which the payment is due.

Payments are to be sent to LOTS UNLIMITED, 6753 Thomasville Rd., #108, Box 228, Tallahassee, FL 32312. Postmark dates do not constitute actual receipt date. All payments will be applied to late charges first.

2.

Upon full payment by MASKELL and upon full compliance by LOTS UNLIMITED with all of their obligations hereunder, then the said Party of the First Part, shall convey to Party of the Second Part the above described property by warranty deed in fee simple, subject to:

1. Taxes for the current year;
2. Any assessments subsequent to the date hereon.

(1)

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3.

Party of the Second Part agrees to keep the improvements on said property insured against loss by fire and other hazards for at least the amount of the balance of the note owed or such greater amount as may be directed by LOTS UNLIMITED in a good and solvent insurance company authorized to do business in this State.

4.

LOTS UNLIMITED agrees to deliver possession of the property to MASKELL immediately. After possession has been delivered, MASKELL agrees to keep said property and improvements thereon in good repair and shall not commit waste upon said property.

5.

The legal title to the above described property is hereby reserved by LOTS UNLIMITED as security for the payment of the purchase money debt described herein and as security for the performance of all the obligations hereunder by MASKELL.

6.

Should there be a violation by MASKELL of any of the provisions embodied herein, or should any installment of the above mentioned purchase money debt remain past due and unpaid for thirty (30) days then, at the option of LOTS UNLIMITED all of said purchase money debt shall become immediately due and payable. Upon default in the payment of said purchase money debt, whether in due course or by acceleration of maturity as above provided, MASKELL agrees that possession of the premises thereafter shall be considered by LOTS UNLIMITED as tenants holding over and he may take such legal steps as necessary to eject MASKELL in the event they do not voluntarily quit said premises. LOTS UNLIMITED further agrees that all installments paid during occupation of said premises hereunder shall be retained by LOTS UNLIMITED as rental and liquidated damages.

7.

It is specifically agreed that wherever there is a reference to either party hereto the same shall be construed to mean as well the heirs, representatives, successors, and assigns, either voluntary by act of the parties or involuntary by operation of the law of the same, and shall be held to include the plural if there should be more than one, and shall also include the masculine and feminine sex.

8.

MASKELL is to be responsible for all taxes and any other fees or assessments affiliated with ownership of the described property after January 1, 2008.

9.

No other liens can be placed on property until property is paid in full and the title of the property is exchanged.

10.

This Contract for Deed is not assumable.

(2)

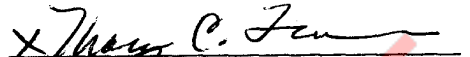
This Document Prepared by: Lots Unlimited, Inc.
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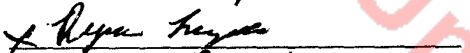
11.


Attorneys' Fees and Costs. If either party shall breach the terms of this Agreement, and if the other party employs an attorney to enforce rights under this Agreement, the prevailing party in any litigation shall be entitled to recover all costs of enforcing this Agreement, including reasonable attorneys' fees.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the date and year first above written.



Signed sealed and delivered
in the presence of:


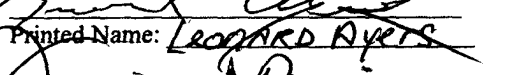

Printed Name: MARY C. TRANTER



Printed Name: BYRON LYONS


Kimberly K. Tharpe, President
Lots Unlimited, Inc.

Signed sealed and delivered
in the presence of:


Printed Name: LEONARD MYERS

Printed Name: JANICE BARINEAU

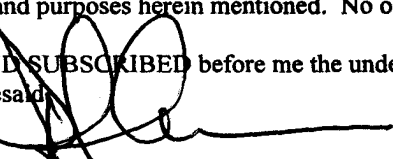

Printed Name: LEONARD MYERS

Printed Name: JANICE BARINEAU


Christopher D. Maskell


Cynthia L. Maskell

I HEREBY CERTIFY, that on this 18th day of September 2008, before me personally appeared Kimberly K. Tharpe, President, Lots Unlimited, Inc., who is personally known to me, who is the person described in and who executed the foregoing instrument, and who after being duly sworn say that the execution hereof is their free act and deed for the uses and purposes herein mentioned. No oath was administered.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.


Notary Public
Typed Name: Ronda J. Selva
My Commission Expires: May 2, 2011
Commission No.:



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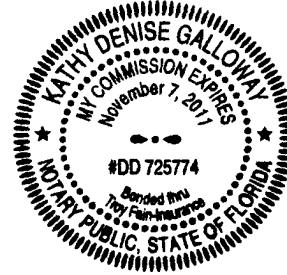
I HEREBY CERTIFY, that on this 8th day of September 2008, before me personally appeared Cynthia L. Maskell, who is personally known to me or who has produced the identification shown below, who is the person described in and who executed the foregoing instrument, and who after being duly sworn say that the execution hereof is their free act and deed for the uses and purposes herein mentioned. No oath was administered.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

☒ To me personally known

☐ Identification by Driver's License

Kathy Denise Galloway
Notary Public
Typed Name:
My Commission Expires:
Commission No.:



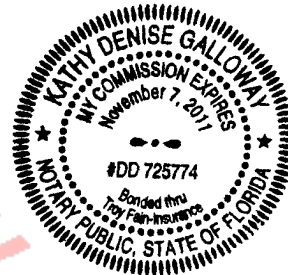
I HEREBY CERTIFY, that on this 8th day of September 2008, before me personally appeared Christopher D. Maskell, who is personally known to me or who has produced the identification shown below, who is the person described in and who executed the foregoing instrument, and who after being duly sworn say that the execution hereof is their free act and deed for the uses and purposes herein mentioned. No oath was administered.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

☒ To me personally known

☐ Identification by Driver's License

Kathy Denise Galloway
Notary Public
Typed Name:
My Commission Expires:
Commission No.:



Attachment "A"

Legal Description of a 0.51 Acre Tract

Commence at a concrete monument marking the Southwest corner of Lot 72 of the Hartsfield Survey of lands in Wakulla County, Florida and run North 69 degrees 32 minutes 00 seconds East 560.03 feet to a St. Joe Paper Company concrete monument, thence run North 20 degrees 50 minutes 20 seconds West 198.81 feet to a concrete monument lying on the Easterly maintained right of way of Timmons Road, thence run leaving maintained right of way run 69 degrees 20 minutes 58 seconds East 15.00 feet to the proposed Easterly right of way of Timmons Road, thence run North 21 degrees 21 minutes 53 seconds West along said proposed right of way 182.35 feet, thence leaving said proposed Easterly right of way run North 70 degrees 13 minutes 01 seconds East 261.66 feet to the proposed Easterly right of way of the proposed 60 foot wide right of way of Barber Road for the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said proposed right of way run North 70 degrees 13 minutes 01 seconds East 38.51 feet, thence run North 69 degrees 31 minutes 47 seconds East 209.62 feet, thence run South 22 degrees 07 minutes 16 seconds East 116.35 feet, thence run South 71 degrees 10 minutes 23 seconds West 136.76 feet, thence run South 21 degrees 27 minutes 23 seconds East 5.46 feet to the proposed Easterly right of way of the proposed 60 foot wide right of way of said Barber Road, thence run North 65 degrees 11 minutes 04 seconds West along said proposed right of way 134.37 feet, thence run North 62 degrees 10 minutes 48 seconds West along said proposed right of way 30.56 feet to the POINT OF BEGINNING containing 0.51 acres, more or less.

SUBJECT TO A 30.00 FOOT WIDE ingress and egress easement being more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Lot 72 of the Hartsfield Survey of lands in Wakulla County, Florida and run North 69 degrees 32 minutes 00 seconds East 560.03 feet to a St. Joe Paper Company concrete monument, thence run North 20 degrees 50 minutes 20 seconds West 198.81 feet to a concrete monument lying on the Easterly maintained right of way of Timmons Road, thence run leaving maintained right of way run 69 degrees 20 minutes 58 seconds East 15.00 feet to the proposed Easterly right of way of Timmons Road, thence run North 21 degrees 21 minutes 53 seconds West along said proposed right of way 182.35 feet, thence leaving said proposed Easterly right of way run North 70 degrees 13 minutes 01 seconds East 261.66 feet to the proposed Easterly right of way of the proposed 60 foot wide right of way of Barber Road leaving said proposed right of way run North 70 degrees 13 minutes 01 seconds East 38.51 feet, thence run North 69 degrees 31 minutes 47 seconds East 179.61 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 69 degrees 31 minutes 47 seconds East 30.01 feet, thence run South 22 degrees 07 minutes 16 seconds East 116.35 feet, thence run South 71 degrees 10 minutes 23 seconds West 30.05 feet, thence run North 22 degrees 07 minutes 16 seconds West 115.49 feet to the POINT OF BEGINNING.