

This instrument prepared by:  
L. B. JAY ENTERPRISES, INC.  
P. O. Box 5252  
Tallahassee, Florida 32301

CONTRACT FOR DEED

THIS INDENTURE entered into this 14th day of JANUARY  
A.D. 1980, by and between L. B. JAY ENTERPRISES, INC., herein-  
after called the Seller, and GERTRUDE SLUDER OF P. O. Box 289,  
Panacea, Fla. hereinafter called  
the Purchasers, WITNESSETH;

That the Seller agrees to sell to the Purchasers, and the  
Purchasers agree to buy from the Sellers, the following described  
real estate, situate, lying and being in Wakulla County,  
Florida, to-wit:

Lot 17 of Meadow Acres consisting of 1.07 acres MOL  
as recorded in Plat Book 2, Page 12 of the Public  
Records of Wakulla County, Florida.

46233

1981 FEB -9 AM 10:25  
CARLTON TUCKER  
CLERK CIRCUIT COURT  
WAKULLA COUNTY, FLORIDA

RECORDED  
AT TIME & DATE NOTED

For the price of THREE THOUSAND ONE HUNDRED AND 00/100  
----- DOLLARS, of which purchase  
money the Purchasers have paid the sum of THIRTY NINE AND 00/100  
----- DOLLARS, the receipt whereof  
is hereby acknowledged, and have agreed to pay the balance of  
THREE THOUSAND AND SIXTY ONE AND 00/100----- DOLLARS  
at the rate of not less than \$ 32.89 monthly, principal and  
interest inclusive, with interest from date at 10 percent per  
annum, adjusted monthly for a period of 180 months, with no  
prepayment penalties, beginning the 6th day of MARCH  
1980 and payments to be made at the office of L. B. JAY ENTER-  
PRISES, INC., P. O. Box 5252, Tallahassee, Florida 32301.

The said Purchasers by the acceptance hereof covenant for  
themselves, their heirs and assigns that the above described  
real estate shall be subject to the restrictions attached hereto  
as Annex "A" and which shall be binding on the said Purchasers,  
their heirs, executors, administrators and assigns, and shall be  
deemed covenant running with the land.

Received \$  
Due on Class (C)  
Carlton Tucker, Clerk Circuit Court  
By *[Signature]*

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
FEB -9 81  
11387  
0.4651

SEE REC: 80 PAGE 147

The Purchasers further agree and hereby covenant that upon their failure to do and perform any of the agreements and covenants herein agreed to be done or performed, or upon their failure to pay any of the payments or installments herein required to be paid, then, and in that event, the Purchasers shall forfeit all right whatsoever under this agreement, and any and all payments made on account of said property shall be considered and treated as a reasonable rental of said property up to the date of said default or non-payment, and as reasonable liquidated damages under this contract, and the said Purchasers shall become, as to the said property herein above described, the tenants at will of the said Seller, and will vacate the same and deliver up possession thereof to the Seller upon three (3) days notice in writing.

Time is of the essence of this agreement.

The Purchasers agree to pay all taxes and special assessments that may be hereafter levied against the said property and in event of failure to do so the Seller may pay the same and such sum shall bear interest at the rate of ten (10%) percent per annum from the date of said payment until repaid by Purchasers.

In the event the Seller shall institute suit to enforce the provisions of this contract, it is agreed that there shall be included in any judgment or decree, in favor of the Sellers, a reasonable attorney fee together with all costs and expenses incurred.

It is further agreed that in the event that suit is instituted by the Seller, their assigns or assessors, to enforce the provisions of this contract, the Purchasers agree to the appointment of a receiver, during the pendency of the suit, as a matter of right and without reference to the adequacy or inadequacy of the value of the property, and such receiver shall receive the rents, income, profits, issues and revenues from the use and occupation of the property and apply them upon the indebtedness of the Purchasers.

The Seller, upon payment of the purchase price, and upon due and faithful performance of the agreements and covenants herein agreed to be done and performed by the Purchasers, shall execute and deliver to the Purchasers a good and sufficient deed of conveyance to the said property, free of claims of all persons, claiming by, through or under Seller.

Purchasers may take possession at any time after the execution of this agreement.

Purchasers will be responsible for and pay all taxes assessed after date of this agreement.

Seller will furnish to the Purchasers an abstract of title or title insurance commitment covering said parcel of land showing good and merchantable title within fifteen (15) days of request therefore by Purchasers, either in connection with the closing of this contract, or upon payment in full for the described property. Purchasers understand that said property is presently subject to a mortgage, from which a release must be obtained upon full payment therefor. Seller will deliver said release within a reasonable time after payment for the property in question.

If default occurs on the part of the Purchasers in making the required payments of principal, interest, or taxes, which continues for more than thirty (30) days, the Seller may declare the entire unpaid balance immediately due and payable.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals the day, month and year first above written.

Signed, sealed and delivered  
in the presence of:

Kathy Clark

William E Clark

William E Clark

Pauline VanDyke

L. B. JAY ENTERPRISES, INC.

R. Malone Peddie  
R. MALONE PEDDIE

Gertrude Sluder  
GERTRUDE SLUDER

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I have made an on site examination of the property and find it suitable for use.

Gertrude Sluder  
Purchaser, GERTRUDE SLUDER

Purchaser

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared R. MALONE PEDDIE, President of L. B. JAY ENTERPRISES, INC., to me known to be the person described in and who executed the foregoing instrument, and exhibited to me an authorization from said corporation to bind said corporation, and acknowledged before me that he executed the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of JANUARY A.D., 1980

William E. Clark  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 24, 1982  
Bonded by American Fire & Casualty Company



STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared

GERTRUDE SLUDER

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he(they) executed the same.

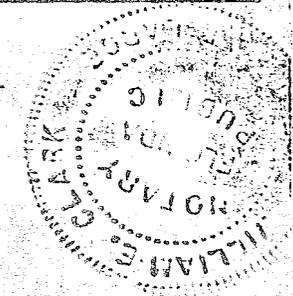
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William E. Clark  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 24, 1982  
Bonded by American Fire & Casualty Company

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PROMISSORY NOTE

TALLAHASSEE, FLORIDA  
JANUARY 14, 1980.

\$3,061.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay to L. B. JAY ENTERPRISES, INC., or its assigns, or order, in the manner hereinafter specified, the principal sum of THREE THOUSAND AND SIXTY ONE AND 00/100 DOLLARS (\$ 3,061.00) with interest from date at the rate of 10 per cent per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at Tallahassee, Florida, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

180 monthly payments of \$32.89 each beginning March 6, 1980.

This note with interest is secured by a contract for deed on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida. The terms of said contract for deed are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in said contract for deed, or in the performance of any of the agreements contained herein or in said contract for deed, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible, without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said contract for deed, counsel shall be employed to collect this note or to protect the security of said contract for deed.

Whenever used herein, the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address

P. O. Box 289, Panacea, Fla.  
984-5745

*Gertrude Sluder* (SEAL)  
GERTRUDE SLUDER

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

MEADOW ACRES

RESTRICTIVE COVENANTS

1. The parcels compiling the above described land shall be known and described as residential lots and no structure shall be erected on any residential building lot other than one detached single family dwelling or a mobile home.
2. No mobile home shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the parking of any "homemade" mobile home on any of the aforesaid lots.
3. Leasing or sub-leasing of a home on a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or sub-leasing shall, in all respects conform with these restrictive covenants.
4. No home shall be located on any parcel nearer than fifty (50) feet to the front lot line nor nearer than twenty-five (25) feet to the side or rear lot line. No barn, detached garage or other out building may be placed nearer than twenty-five (25) feet to the side or rear lot lines.
5. No residential structure shall be erected or placed on any parcel having an area of less than 43,560 square feet.
6. No mobile home shall be placed on any lot unless the mobile home has complete sanitary facilities, which shall include lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing the said mobile home on a lot.
7. Septic tanks located on or used on any lot of this subdivision shall only be used in accordance with all State and County regulations.
8. A property owner may keep poultry, fowl and other animals excepting swine, provided they are contained in an enclosed area and kept under control at all times, and provided they are not kept, bred or maintained for commercial purposes and that they do not at any time present a nuisance or become unsightly or obnoxious to the other residents of the subdivision or to the public in general.
9. All garbage, trash or other refuse shall be kept in clean and covered receptacles. It shall be the duty of all lot buyers to see that their garbage, trash and other refuse is systematically and weekly collected.
10. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.
11. The purchaser of each lot shall keep the lot mowed regularly and cleared of any unsightly objects, and where lots border on or contain ditches, ponds or drainage canals, the buyer shall keep that area, including the slopes, down to the edge of the water mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot purchaser, and the natural flow of water shall not be blocked.
12. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through and under the owner until December 31, 2001. If any party hereto, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or

persons owning any real property situate in this subdivision to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants to prevent him or them from so doing or to recover damages for such violations.

13. The owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easements, privileges and rights on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and roads and suitable facilities for drainage purposes or for the conveyances and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in or over all the easements reserved or shown on plat, together with the right of ingress and egress to and from the lands affected by such easements. Said owner shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

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