

THIS ESCROW AGREEMENT, Made and entered into this 7th day of May, A. D., 1982, between M. H. GOODMAN and LILLIAN GOODMAN, his wife, of the County of Wakulla and State of Florida, parties of the first part, hereinafter referred to as the Sellers, and JOHN DOUGLAS McMILLAN, whose address is Route 2, Box 498-A, Crawfordville, Florida, party of the second part, hereinafter referred to as the Buyer.

WHEREAS, The Sellers have this day executed a warranty deed to the Buyers conveying to them the following described land, situate, lying, and being in the County of Wakulla and State of Florida, to-wit:

Commence at an old St. Joé Paper Company concrete monument marking the Northeast corner of Lot 83 of the Hartsfield Survey of Lands in Wakulla County, Florida, and thence run South 72 degrees 30 minutes West along the North boundary of said Lot 83, H. S., a distance of 1038.40 feet to an old iron pipe, thence run South 18 degrees 10 minutes East 842.50 feet, thence run North 72 degrees 30 minutes East 12.17 feet to the Point of Beginning. From said Point of Beginning, continue North 72 degrees 30 minutes East 571.73 feet, thence run South 17 degrees 33 minutes East 462.45 feet, thence run South 84 degrees 56 minutes 40 seconds West 78.91 feet, thence run North 05 degrees 03 minutes 20 seconds West 208.75 feet, thence run South 84 degrees 56 minutes 40 seconds West 208.75 feet, thence run South 05 degrees 03 minutes 20 seconds East 198.41 feet, thence run South 69 degrees 08 minutes 40 seconds West 108.48 feet, thence run North 37 degrees 20 minutes 20 seconds West 287.24 feet, thence run North 52 degrees 13 minutes 20 seconds West 153.88 feet to the Point of Beginning, containing 3.45 acres, more or less, in E½ of Lot 83, H.S.

which said deed is to be delivered to the Wakulla County State Bank of Crawfordville, Florida, hereinafter called the Escrow Agent, to be delivered to the Buyer when all of the provisions and conditions of this agreement have been fulfilled and performed on the part of the Buyer, or to be returned to the Sellers upon the failure of the Buyer to fulfill and perform the provisions and conditions hereinafter set out, and

WHEREAS, The Buyer has this day paid the Seller the sum of Two Thousand Dollars (\$2,000.00) and has executed a promissory note to the Sellers in the amount of Six Thousand, Nine Hundred and Forty-four Dollars (\$6,944.00), bearing interest at the rate of twelve per cent (12%) per annum on the unpaid balance, payable in ninety-six (96) monthly installments of One Hundred, Thirteen and 23/100 Dollars (\$113.23) each, beginning June 7, 1982, and

WHEREAS, The Buyer has this day executed a quit-claim deed to the Sellers conveying all right, title, and interest of the Buyer in and to the above

described land to the Sellers.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That the above mentioned warranty deed, quit-claim deed, promissory note and a copy of this Escrow Agreement shall be placed in the Wakulla County State Bank of Crawfordville, Florida, as Escrow Agent as aforesaid, and the Buyer shall make all payments upon said promissory note to said Escrow Agent which said payment shall be credited to the Buyer and when said promissory note has been paid in full, according to the terms of this agreement, said Escrow Agent shall deliver said promissory note, warranty deed, and quit-claim deed to the Buyer.

It is further agreed between the parties hereto that time is of the essence of this agreement and that failure of the Buyer to pay any of the above described installments of said promissory note for a period of thirty (30) days after the same shall become due shall give the Sellers the right to forfeit this agreement and to declare all payments theretofore made under said agreement to be liquidated damages for the breach of said agreement, and the Escrow Agent is hereby authorized to return said warranty deed and quit-claim deed to the Sellers and said promissory note to the Buyer upon said default by the Buyer and the request of the Sellers.

It is further agreed that the Buyer shall pay all costs incident to this agreement, including the drawing of same, escrow set-up fees, and intangible tax.

It is further agreed that the Buyer may take possession of the above described land upon the delivery of this instrument and that the Buyer shall be liable for all taxes upon said land subsequent to the year 1981.

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

Signed, sealed, and delivered
in the presence of us:

A. L. Porter

Louise W. Tucker

M. H. Goodman (SEAL)
M. H. GOODMAN

Lillian C. Goodman (SEAL)
LILLIAN C. GOODMAN

John Douglas McMullan (SEAL)
JOHN DOUGLAS McMULLAN

Documentary Stamps Paid \$ 10.50
Date 3/7/82 Wakulla County,
Florida. Carlton Tucker, Clerk of Circuit
Court.
By Jill Pearce
Deputy Clerk

-2- Received \$ 13.89 in Payment of Taxes
Due on Class (C) Intangible Personal Property
Carlton Tucker, Clerk Circuit Court
By Jill Pearce D.C.

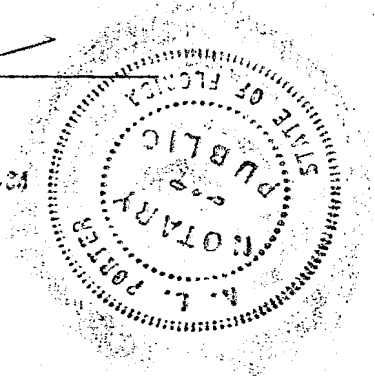
STATE OF FLORIDA,
COUNTY OF WAKULLA.

This day personally appeared before me, the undersigned authority,
M. H. Goodman and Lillian C. Goodman, his wife, and John Douglas McMillan,
all to me well known to be the individuals described in and who executed
the foregoing Escrow Agreement, and they acknowledged before me that they
executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid
this 7th day of May, A. D., 1982.

A. L. Porter

Notary Public, State of Florida
My Commission Expires Nov. 20, 1984
Bonded Thru Troy Fain Insurance Inc.



Unofficial Copy

50031

RECORDED
AT TIME & DATE NOTED
1982 MAY -7 AM 10: 36
CARLTON TUCKER
CLERK CIRCUIT COURT
WAKULLA COUNTY, FLORIDA

This instrument was prepared by
A. L. PORTER
Attorney at Law
Crawfordville, Florida