

THIS ESCROW AGREEMENT, Made and entered into this 15th day of September, A. D., 1982, between B. J. CASTOLDI, whose address is Rt. 1, Box 83-C, Crawfordville, Florida, of the County of Wakulla and State of Florida, party of the first part, hereinafter referred to as the Seller, and MELVIN BARTON, whose address is Route 12, Box 492, Tallahassee, Florida 32304, of the County of Leon and State of Florida, party of the second part, hereinafter referred to as the Buyer.

WITNESSETH, That the said party of the first part has this day executed a warranty deed, conveying to the party of the second part, his heirs and assigns forever, the following described land, situate, lying, and being in the County of Wakulla and State of Florida, to-wit:

Commencing at the Southwest corner of Lot 69 of Hartsfield Survey of Lands in Wakulla County, Florida (marked by a concrete monument buried in the J. K. Moore Road), thence run North 72 degrees 13 minutes 57 seconds East along the south boundary of Lot 69, H. S., 2498.22 feet to an iron pipe at the Southeast corner of the R. S. Surber tract and the point of beginning of tract described herein. From said point of beginning, run North 17 degrees 46 minutes West along the east boundary of the Surber tract 420.9 feet to a concrete monument, thence run North 02 degrees 12 minutes West along the east boundary of G. M. James tract 551.70 feet to a concrete monument, thence run North 83 degrees 22 minutes 17 seconds East 535.29 feet to a concrete monument, thence run South 17 degrees 46 minutes East along the west boundary of the lands of Evelyn R. Flack 849.25 feet to an iron pipe, thence run South 72 degrees 13 minutes 57 seconds West along the south boundary of Lot 69, H. S., 673.36 feet to the point of beginning, situate, lying, and being in Lot 69 of Hartsfield Survey of Lands in Wakulla County, Florida, containing 13.20 acres,

Subject to restrictions of record on page 213 of Official Record Book 68 of the public records of Wakulla County, Florida,

which said deed shall be held by the Wakulla County State Bank as 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 Seller upon the failure of the Buyer to fulfill and perform the provisions and conditions hereinafter set out.

WHEREAS, The Buyer has this day paid the Seller the sum of Five Hundred Dollars (\$500.00) in cash, and has executed his promissory note to the Seller in the amount of Nineteen Thousand and Five Hundred Dollars (\$19,500.00), with interest thereon at the rate of 10.5 per cent per annum from date,

payable in monthly installments of Two Hundred, Sixty-five and 63/100 Dollars (\$265.63) per month, which said payment shall include interest on the unpaid balance and Two Dollars and Fifty Cents (\$2.50) per month escrow fees, payments to begin December 1, 1982, with the last payment on November 1, 1992, payable to Account No. [REDACTED] and

WHEREAS, The Buyer has this day executed a quit-claim deed to the above described land to the Seller quit-claiming all of his right, title, and interest in and to said land to the Seller.

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 held by the Wakulla County State Bank as Escrow Agent as aforesaid, and the Buyer shall make all payments upon said promissory note to said Escrow Agent which shall credit said payments 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 that the Buyer shall pay for the documentary stamps, intangible tax, recording fees, and all other costs pertaining to this Escrow Agreement.

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

It is further agreed between the parties hereto that the Buyer may take possession of the above described land upon the delivery of this agreement, and that the Buyer shall be liable for all taxes levied against said land subsequent to the year 1982.

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

B. J. Castoldi (SEAL)
B. J. CASTOLDI

Melvin Barton (SEAL)
MELVIN BARTON

STATE OF FLORIDA,

COUNTY OF WAKULLA.

This day personally appeared before me, the undersigned authority, B. J. Castoldi and Melvin Barton, 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 15th day of September, A. D., 1982.

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

Documentary Stamps Paid \$ 39.25
Date 9/15/82, Wakulla County,
Florida. Carlton Tucker, Clerk of Circuit
Court.
By Emma M. Tucker
Deputy Clerk

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

Received \$ 39.00 in Payment of Taxes
Due on Class (C) Intangible Personal Property

Carlton Tucker, Clerk of Circuit Court
By Emma M. Tucker D.C.

51029

1982 SEP 15 PM 2:53
CARLTON TUCKER
CLERK CIRCUIT COURT
WAKULLA COUNTY FLORIDA