

Mail to: Carmelina Smith  
17114 Cypress St.  
Mountain Hills, Ariz. 85268

R-1000  
F-7200  
I-9,60

# Articles of Agreement,

This Agreement for Deed Executed this 6 day of March A.D. 1980

between CARMELINA M. SMITH

first party, and

YIP HING SHEUNG

whose postoffice address is 23 Dorp West; 2930 Zwijndrecht, Belgium

second party:

Received \$4.60 Class C Intangible Tax under F S 199.11.3

3-27-80

Date

Harold Wm. Brown  
CLERK CIRCUIT COURT  
HERNANDO COUNTY, FLORIDA

**Witnesseth,** That if the second party shall first make the payments and perform the covenants herein after mentioned as herein agreed to be made and performed, the first party hereby covenants and agrees to convey and assure to the second party, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, all of that certain tract of land, situated, lying and being in the County of ~~Hernando~~ Hernando, State of Florida, known and described as follows, to-wit:

Lots 4 and 5, Block 1301, Spring Hill Unit #20, as per plat thereof, recorded in Plat Book 9, Pages 65-80 inclusive, public records of Hernando County, Florida

Grantor further warrants that the above described property does ~~not~~ not and never has constituted Grantor's homestead, is not now and never ~~has~~ has been contiguous to Grantor's homestead.

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
MAR 27 '80  
07.20

FILED  
HAROLD W. BROWN, CLERK  
HERNANDO COUNTY, FLA.

006536

The second party hereby promises, covenants and agrees to pay to the first party the sum of

SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 - - - - - DOLLARS (\$ 6,750.00)

In the manner following:

ONE THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS (\$ 1,952.00 ) paid herewith receipt whereof AND NO/100

is hereby acknowledged, and the balance of FOUR THOUSAND SEVEN HUNDRED NINETY-EIGHT AND NO/100

- - - - - DOLLARS (\$ 4,798.00 ) to bear interest from date hereof at the rate of 10 1/2% per centum, per annum, said sums to be paid in installments on the dates and in the amounts as follows namely:

The sum of \$1,279.24 on the 15 day of January, 19 80 and a like

sum on the 15 day of each and every quarter thereafter, to be applied, first to the interest on the balance of principal unpaid, and then to principal until said principal sum with interest has been fully paid, with option to prepay all or any portion of the unpaid balance, not less than one installment, with liability for interest to the date of prepayment only.

The second party hereby further promises, covenants and agrees to and with the first party as follows:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of this agreement for deed promptly on the dates respectively when the same severally become due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations (save and except prior obligations of the first party), of every nature on said described property each and every and if the same be not promptly paid, the first party may, at any time (but it shall not be his duty to do so), pay the same without waiving or affecting the option to foreclose or any other right hereunder.

3. To pay all and singular the costs, charges and expenses including a reasonable attorney's fee incurred or paid at any time by the first party because of the failure on the part of the second party to perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of this agreement for deed.

4. To keep the improvements on said property in good repair and condition and that he will not be guilty of waste, either active or permissive.

5. To keep the buildings now or hereafter on said land insured against loss by fire, windstorm and tornado to the extent of the value of such improvements, in some company or companies acceptable to the first party, with loss payable to the first party as his interest may appear and to pay the premiums on such policy or policies when due, and upon issue of such policies to promptly deposit them with the first party and agrees that the proceeds of any of such insurance policies shall be applied to the payment of the indebtedness herein, or at the option of the first party, to the repair or replacement of the improvements upon the said property.

6. That should the second party fail to comply with any of the foregoing covenants, the first party may, at his option, pay any of such costs, expenses, attorney's fees, taxes, assessments, encumbrances, insurance premiums or any other claims that should be paid by the second party, in either which events the sums so paid shall be immediately due and payable and be a part of the indebtedness due hereunder and shall bear interest at the rate of 10% per annum from date of payment.

7. That should the second party fail to pay any installment of the principal and interest or any other items of debt herein obligated when due and should such default continue for a period of 30 days then the entire principal and accrued interest and all other indebtedness due hereunder shall, at the option of the first party and without notice to the second party become immediately due and payable.

8. That the second party agrees that the first party shall be entitled to the appointment of a receiver to take care of the premises, to collect the rents, issues and profits and to keep the premises in good repair and to apply the rents, issues and profits to the payment of the debts due hereunder in the event of foreclosure.

9. That the failure of the first party to exercise any of his options to precipitate the debt due hereunder because of any violation of the conditions, agreements or covenants of this agreement for deed, shall not constitute a waiver of the right to exercise such option because of any subsequent violation.

10. That in case of failure of the second party to make any of the payments or any part thereof, or to perform any of the covenants on his part hereby made and entered into, this contract shall, at the option of the first party be forfeited and terminated, and the second party shall forfeit all payments made by him on this contract; and such payments shall be retained by the said parties of the first part in full satisfaction and liquidation of all damages by him sustained, and the first party shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor.

11. When the deed is given in consummation of this agreement, the first party shall pay for the documentary stamps and surtax required thereon.

That it is mutually agreed that the terms "first party" and "second party" whenever and wherever used herein shall include jointly and severally all persons of more than one who are so designated in the caption hereof and their heirs, successors, legal representatives or assigns and any word herein referring to the masculine gender shall include the feminine and neuter genders whenever the context requires or demands.

**In Witness Whereof,** The parties to these presents have hereunto duly and properly executed this contract in duplicate the day and year first above written.

Signed, Sealed and Delivered in Presence of:  
WITNESSES AS TO BUYER:

J. P. Van Belle  
Eugene W. Warden, 33  
8000 Boulevard  
S. Prauvost  
Zandstraat 200  
Brugge

WITNESSES AS TO SELLER:  
1) Fay Gridley  
2) Kimberly Gridley

YIP HING SHEUNG

YIP HING SHEUNG

Carmelina M. Smith

Carmelina M. Smith

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, hereby certify that **YIP HING SHEUNG**

to me personally known, this day acknowledged before me that executed the foregoing instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at said County

and State, this the 6/3/80 day of \_\_\_\_\_, 19

(SEAL)



Notary Public, ~~XXXXXXXXXXXXXXXXXXXX~~

My Commission expires:

*[Signature]*

(3)

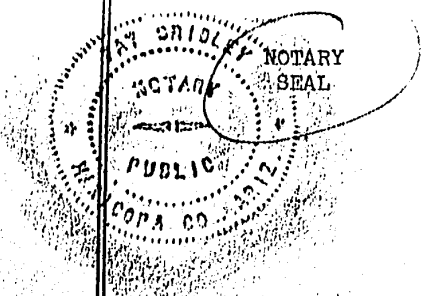
NOTARY AS TO CARMELINA M. SMITH

STATE OF ARIZONA  
COUNTY OF Maricopa

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of ARIZONA, duly qualified and acting, hereby certify that

CARMELINA M. SMITH  
to me personally known, this day acknowledged before me that she executed the foregoing instrument.

In witness whereof I have hereunto set my hand and official seal at Maricopa, Arizona said County and State, this the 19<sup>th</sup> day of March, 1980.



Jay Bridley  
NOTARY PUBLIC

My commission expires Jan. 25, 1981  
MY COMMISSION EXPIRES: