

023129

94 JUN 22 PM 3:14

Articles of Agreement,

This Agreement for Deed Executed this 12TH day of June A.D. 19 94

between Paul D. Langworthy and Glenda E. Langworthy, his wife, and Tony S. Langworthy II,
as joint tenants with rights of survivorship,
15175 Rester Dr. Brooksville, FL. 34613 **R**
first party, and

Jeremy M. Castilleja and Stacy M. Castilleja, his wife,

whose post office address is P.O. BOX 136 - NOBLETON, FLA. 34661

second party:

Documentary Tax Pd. \$ 101.50
Intangibles Tax Pd. \$ 58.00
Karen Nicolaj, Clerk of Circuit Ct.
Hernando County, Florida
By [Signature] C.C.

Witnesseth, That if the second party shall first make the payments and perform the covenants hereinafter 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 encumbrances whatever, by a good and sufficient deed, all of that certain tract of land, situated, lying and being in the County of Hernando, State of Florida, known and described as follows, to-wit: PARCEL NO. R16-121-20-0245-0010-0890

TRACT NO. ONE.

THE WEST 1/2 OF TRACT 89 OF AN UNRECORDED SUBDIVISION KNOWN AS DEER HAVEN ESTATES, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The West 1/2 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 21 South, Range 20 East, Hernando County, Florida, LESS the South 25 feet thereof for road right of way.

TRACT NO. TWO.

THE EAST 1/2 OF TRACT 89 OF AN UNRECORDED SUBDIVISION KNOWN AS DEER HAVEN ESTATES, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The East 1/2 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 21 South, Range 20 East, Hernando County, Florida, Less the South 25 feet thereof for road right of way.

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

Thirty Thousand and NO/100 ----- DOLLARS (\$ 30,000.00)

In the manner following:

One Thousand and NO/100 ----- DOLLARS (\$ 1,000.00) paid herewith receipt whereof

is hereby acknowledged, and the balance of Twenty Nine Thousand and NO/100 (\$ 29,000.00) to be paid at \$ 200.00 per month interest only for the first 24 monthly payments this leaving a balance still owed of Twenty Nine Thousand % NO/100 DOLLARS (\$ 29,000.00) to bear interest from date 6/13/96 hereof at the rate of 12 per centum, per annum, said sums to be paid in installments on the dates and in the amounts as follows:

The sum of \$ 348.00 on the 13th day of July, 19 96 and a like sum on the 13th day of each and every month 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 payment only.

First \$ 200.00 interest only payment to begin July 13, 1994 and for the next 23 consecutive SAID payments should be made at the following address or at such other place as the first party shall designate from time to time, in writing: _____ months.

7200 - ULMERTON RD. D-6 - LARGO, FLA. 34648

A \$ 25.00 late fee will be charged on any payment paid more than 10 days past due date.

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

SAID MORTGAGE CANNOT BE PREPAID FOR THE FIRST 24 INTEREST ONLY PAYMENTS WITHOUT FIRST PARTIES WRITTEN CONSENT.

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 cost, 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.

An executed Quit Claim Deed from Parties of the Second Part to Parties of the First Part shall be held in escrow by Parties of the First Part. This Quit Claim Deed shall be used to repossess property should Parties of the Second Part default on payments more than 60 days from last paid payment due date, or, default on any other term of this agreement.

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 18 % 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 ^{second} party shall pay for the documentary stamps required thereon. The property encumbered in this agreement can only be transferred, assigned, or further encumbered with the express written consent of the First Parties herein. 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 the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]
DA L. Bedford
[Signature]
KENDRA L. SITTIG

STATE OF FLORIDA
COUNTY OF HERNANDO

[Signature] **LS**
Paul D. Langworthy
[Signature] **LS**
Glenda E. Langworthy
[Signature] **LS**
Tony S. Langworthy II
[Signature] **LS**
Jeremy M. Castilleja
[Signature] **L.S.**
Stacy M. Castilleja

I, HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, Paul D. Langworthy and Glenda E. Langworthy, his wife, and Tony S. Langworthy II, and Jeremy M. Castilleja and Stacy M. Castilleja, his wife, all of whom produced drivers licenses as I.D.s and all of whom did not take an oath, to me known to be the person s described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this: 12th day of June, A.D. 19 94.

This instrument was prepared by XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
BY; Paul Langworthy 15175 Rester Dr.
Brooksville, FL. 34613

[Signature]
Notary Public
My Comm. No. XXXXXXXXXXXX
NOTARY PUBLIC
OFFICIAL NOTARY SEAL
KENDRA L SITTIG
COMMISSION NUMBER
CC378477
MY COMMISSION EXP.
JUNE 9, 1998