OFFICIAL RECORDS BK: 1848 PG: 60

Doc# 2004039425 Hernando County, Florida 86/83/2004 1:80PM KAREN NICOLAI, Clerk

INDEXING FEE ADDL RECORDING FEE RECORDING MODERNIZATION TRUST FUNDS
DEED DOC STAMP
MORTGAGE DOC STAMP INTANGIBLE TAX COLLECTIONS 05/03/2004

This instrument was prepared by:

DAVID R. CARTER, P.A. 5308 Spring Hill Drive

Spring Hill, Florida 34606 Phone: (352) 686-6278

Our File No. 04-449BB

AGREEMENT FOR DEED 83/2004

THIS AGREEMENT FOR DEED, made this ______ day of _MAY_, 2004 between, SALVATORE PALAZZOLO, A/K/A SAL PALAZZOLO AND CARMELA PALAZZOLO, , AS TRUSTEES OF THE SALVATORE PALAZZOLO AND CARMELA PALAZZOLO FAMILY TRUST, U/T/D OCTOBER 22, 2003 party of the first part, whose address is: 2459 MALCOLM DRIVE, PALM HARBOR, FL. 34684 and RULENE HOLLOWAY, A SINGLE WOMAN party of the second part, whose address is: 22372 LA CROSSE STREET, BROOKSVILLE, FLORIDA , 34601

WITNESSETH, that if the said party of the second part shall first make payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, in fee simple, clear of all encumbrances whatever except as hereinafter set forth, by a good and sufficient deed, the lot, piece or parcel of ground situated in the County of HERNANDO , State of Florida, known and described as follows, to wit:

> LOTS 8 AND 9, BLOCK E, LAKE LINDSEY CITY, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA

Upon any sale, transfer or conveyance of the property herein described and conveyed by this Agreement for Deed to any person, firm or corporation, the party of the first part shall have the right to accelerate the maturity of this Agreement for Deed as though it were due and payable on the date of such transfer or encumbrance and to demand payment in full of the said Agreement for Deed amount or any unpaid balance thereof, and to exercise all the rights and remedies herein or by law reserved to said party of the first part in any event of default hereunder.

And the said party of the second part hereby covenants and agrees to pay to the said party of the first part the sum of FIFTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$ 56,500.00) in the following manner:

FIVE THOUSAND DOLLARS DOWN, BALANCE OF \$56,500.00 BEGINNING JUNE 27, 2004 AND CONTINUING ON THE 27ST DAY OF EACH MONTH, PAYMENTS OF \$495.83 WITH INTEREST AT THE RATE OF 10 PER CENTUM, PER ANNUM PAYABLE ANNUALLY.

THIS IS A BALLOON AGREEMENT FOR DEED AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS, \$51,875.81 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

(PAYMENTS WHICH HAVE NOT BEEN RECEIVED AFTER TEN DAYS FROM THE DUE DATE SHALL BE SUBJECT TO A LATE PENALTY OF TEN PERCENT) (10%)

In the event the first mortgage is accelerated because of Due on Sale Clause, then this Agreement for Deed shall also be accelerated.

Party of the second part shall provide to party of the first part proof of yearly insurance and tax payments.

Party of the second part shall have the right of prepayment in whole or in part at any time without notice or penalty.

Party of the first part shall convey said property to party of the second part by Warranty Deed (and furnish documentary stamps and title insurance showing title to be vested free and clear of all encumbrances except as herein set forth) at such time as principal and interest are paid in full.

Party of the second part shall pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 2004, and to keep the buildings upon said premises, if any, insured with some company satisfactory to the party of the first part in a sum not less than full insurable value during the term of this agreement. And, in case of failure of the said party of the second part to make either of the payments or any part thereof within 30 days, or to perform any of the covenants on his part hereby made and entered into, his contract shall, at the option of the party of the first part, be forfeited and terminated, and the party of the second part shall forfeit all payments made on this contract; and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damaged by his sustained; and said party of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefore, and at the option of the part of the first part the unpaid balance shall without demand become due and payable, and all costs and expenses of collection of said monies by foreclosure or otherwise, including attorney's fees, shall be paid by the party of the second part, and the same are hereby secured.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Witness Name De DED STA Brown

Witness Name CHAMILES BROWN

Salvatore PALAZZOLO

Salvatore PALAZZOLO

Sarma Palazzolo

CARMELA PALAZZOLO

STATE OF FLORIDA COUNTY OF Pinellas

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, SALVATORE PALAZZOLO AND CARMELA PALAZZOLO party of the first part, to me known to be the person(s) described in and who executed the foregoing agreement, and have acknowledged before me that they executed the same for the purposes therein expressed, and I relied upon the following form of identification:

[Personally known], and an oath was taken.

WITNESS my hand and official seal this of more public notary Public Store of Foodda NOTARY PUBLIC NOTARY PRINTED NAME COMMISSION NUMBER COMMISSION EXPIRATION

Signed, Sealed and Delivered in the presence of:

Witness Name A Report of Foodda Notary Public Store of Foodda Notary Public Store of Foodda Notary Public Notary Public Notary Printed Name COMMISSION NUMBER COMMISSION EXPIRATION

STATE OF FLORIDA COUNTY OF HERNANDO

Witness Name_\

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RULENE HOLLOWAY

party of the second part, to me known to be the person(s) described in and who executed the foregoing agreement, and have acknowledged before me that they executed the same for the purposes therein expressed, and I relied upon the following form of identification:

DAVID L BRIDGES, II

MY COMMISSION # DD 258199

EXPIRES: October 13, 2007

Bonded Thru Notary Public Underwriters

NOTARY PUBLIC DAY TO L. BALDGES IL NOTARY PRINTED NAME COMMISSION NUMBER

COMMISSION EXPIRATION