Instr #2010065340 BK:2788 PG:1639 Filed & Recorded:12/13/2010 10:40:35 AM, #Pgs:3 Rec Fees:\$27.00 Mtg Stamps:\$80.50 Deed Stamps:\$163.10 Int Tax:\$46.00 JEP

Deputy Clk, Karen Nicolai, Hernando County Clerk of Court

Ny

ESTABLISHED 1957

TALISMAN

FRANK LAUMER

LAND OFFICE

35247 Reynolds Dade City, FL 33525 (904) 583-2974 (904) 567-4129

CHRISTOPHER LAUMER DALE LAUMER JENNIFER PATTERSON SUZANNE PUNCH

ARTICLES OF AGREEMENT, made this 30th day of December in the year One Thousand Nine Hundred Ninety-Two.

BETWEEN Talisman Estates Inc., party of the first part, hereinafter referred to as the Grantor, and John Nesseralla and Susan K. Townsend, party of the second part, joint tenants in common with the right of survivorship, hereinafter referred to as the Grantee, whose address is 12101 Hwy.301 N., Thonotasassa, Fl 33592.

WITNESS, that if the said Grantee shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the said Grantor hereby covenants and agrees to convey and assure to the said Grantee, their heirs, executors, administrators or assigns, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the parcel of land situated in the county of Hernando, State of Florida, known and described as follows:

Lot 50, Talisman Estates East, according to the plat thereof recorded among the public records of said County,

AND the said Grantee hereby covenants and agrees to pay to the Grantor, its heirs, executors, administrators or assigns, the sum of 23,250.00 dollars in the following manner: \$250.00 cash, receipt whereof is hereby acknowledged; balance payable not less than \$250.00 per month, payable on or before the 1st day of each consecutive month, beginning the 1st day of February 1993 until fully paid; said payments to be credited entirely to principle until 30 June 1993, thereafter said payments to be credited first on accrued interest at the rate of twelve percent, per annum, balance on principle, payable as above on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land subsequent to the year 1992. Grantee may pre-pay at any time without penalty, permit or fee, any portion or all indebtedness.

THIS Agreement is subject to the following specifications which run with the land:

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 No livestock or poultry shall be kept on said premises, nor shall any vicious animals be allowed. No animal shall be kept that becomes a public nuisance, and in any case no more than two pets of any sort shall be maintained on the premises.

- 2. No mobile home shall be placed upon this property that is less than twelve feet wide nor older than five years without written approval by the Grantor. All mobile homes shall be subject to inspection and approval by the Grantor prior to placement.
- 3. All mobile homes must be skirted before occupancy.
- 4. Grantee agrees that this lot shall be permanently maintained in a clean, tidy condition satisfactory to the Grantor, at all times. If this condition is violated the Grantor retains the right to enter the premises for the purpose of performing such work; the charge for this work shall be \$50.00 and shall be added to the balance due on this contract.
- 5. This agreement may not be transferred or assigned without the written consent of the Grantor.
- 6. Grantor shall provide the cost of septic tank as well as both Impact Fee and Building Permit.

AGREED by and between the parties hereto; the time of payment is an essential part of this contract and the Grantee shall be allowed thirty days grace in making any monthly payment. This contract will be subject to foreclosure immediately after the 30 day grace period.

AND in case of failure of the said Grantee to make either of the payments or any part thereof, or to perform any of the covenants on its part hereby made and entered into, this contract shall, at the option of the Grantor, be forfeited and terminated, and the Grantee shall forfeit all payments made on this contract by them; such payments shall be retained by the Grantor in full satisfaction and liquidation of all damages by them sustained, and said Grantor 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 Grantor, 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 solicitor's fees, shall be paid by the said Grantee, and the same are hereby secured.

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Grantee by their signatures hereunto, warrant that they have seen and examined the property described herein.

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

SIGNED, SEALED, and DELIVERED in PRESENCE of:

witness-Eunice/Nefe

39032/Yingling Ave. Zephyrhills, F1 33525

witness-Dale Anne Laumer

35247 Reynolds Ave. Dade City, F1 33525 Frank Taumer Fresident Talisman Estates Inc.

John Nesseralla

Susan K. Townser

STATE OF FLORIDA COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgements, personally appeared Frank Laumer, President Talisman Estates, Inc., and John Nesseralla and Susan K. Townsend, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same. No oath was taken. Affiants known to me personally or produced driver's license for ID.

NOTARY PUBLIC

My Commission expires:__

OFFICIAL NOTARY SEAL
DALE ANNE LAUMER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC168492
MY COMMISSION EXP. JAN. 25, 1996

This instrument prepared by:

Frank Laumer Talisman Land Office Dade City, Florida 33525

en

Kuss, Shuler, ET AL 80 box 800

80 box 800 tampa, PC 33601-9795