Pec. 10,00 Doc 24.25 JN1. 35,00

CONTRACT

011526

THIS AGREEMENT made and executed this 13th day of May, A. D., 1980, by and between:

> WALTER R. MATTHEWS, joined by his wife, THEEL ON NECOCKE MARY J. MATTHEWS HAGOLD W. BROWN, CLERK MERHANDO COUNTY, FLA.

hereinafter referred to as grantor, and

'80 JUH 12 PM 3 B. J. WOODSIDE and ALETA WOODSIDE, husband and wife,

whose post office address is 8220 State Road 50 West, Brooksville, Florida, hereinafter referred to as grantee.

WITNESSETH:

That the grantor hereby covenants and agrees that if the grantee shall first make the payments and perform the covenants hereinafter mentioned on grantee's part be made and performed, the grantor will cause to be conveyed to the grantee in the fee simple, by a Warranty Deed, the following lot, piece or parcel of ground, situations and performed the grantee in the fee simple. in fee simple, by a Warranty Deed, the following lot, piece or parcel of ground, situate

Tract No. 105, Deer Haven Estates being the South of the SE 1/4 of the SE 1/4 of Section 16, Town 20 East. Subject to a 25 foot road easement as Tract No. 105, Deer Haven Estates being the South 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4 of Section 16, Township 21 South, Range 20 East. Subject to a 25 foot road easement across the west side thereof. AND

Tract No. 106, Deer Haven Estates, being the North 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4 of Section 16, Township 21 South, Range 20 East. Subject to a 25 foot easement across the west side thereof.

TOGETHER WITH 1958 Trave Mobile Home, I. D. #20637 and 1953 Schul Mobile Home, I. D. #38099.

The premises to be conveyed are presently encumbered by a Mortgage given by grantor herein to Citizens First National Bnak of Citrus County, said instrument being recorded in the public records of Hernando County, Florida in Official Record Book 411, Page 1399, of which the grantee herein is cognizant. However, upon full Three (3) payment of the purchase price herein specified, then the grantor will obtain a release of the property herein described from said Citizens First National Bank of Citrus County whereby said property can be conveyed free, clear and unencumbered to the grantee. In the event the grantees herein wish to prepay to the grantor an amount sufficient to satisfy the first mortgage to Citizens First National Bank of Citrus County from grantor herein, as described herein, the grantor agrees to apply said sum to the payment of said first mortgage and obtain a satisfaction of the same after which time grantor shall convey by good and sufficient Warranty Deed, Tract No. 106 or 105, Deer Haven Estates, as more particularly described above, free and clear of all encumbrances. The grantor herein shall furnish to the grantee a receipt or cancelled check showing payment each month under said mortgage herein described no later than the 30th day of each month.

The grantee hereby agrees to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1979 in addition to the payments hereinafter set forth. to the payments hereinafter set forth.

Privilege is reserved to prepay any portion or all of the unpaid balance at any time without penalty or premium, with interest being charged to date of payment only.

If any sum of money herein referred to be not promptly paid within 15 days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of this Contract are not fully performed, complied with and abided by, then the entire sum of the unpaid balance shall forthwith or thereafter, at the option of the grantor, become and be due and payable. Failure by the grantor to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under this Contract accrued or thereafter accruing; or, this Contract shall, at the option of the grantor, be forfeited and terminated and the grantee shall forfeit all payments made by grantee on this Contract, and such payments shall be retained by said grantor in full satisfaction and liquidation of all damages by him sustained, and the said grantor shall have the right to re-enter and

LAW OFFICES OF MERRITT, HIGH, UNDERWOOD & EPPLEY, P.A., 129 NORTH MAIN ST. BROOKSVILLE, FLORIDA 33512

The way of the result of the same of the s

OFF REC 463 PG 0557

Received \$25.00 Class C Intangible Tax under F S 199.11. 3

years after date //

take possession of the premises aforesaid without being liable to any action therefor.

The grantee hereby agrees to pay all costs, charges, and expenses, including lawyers' fees and title searches, reasonably incurred or paid by the grantor because of the failure of the grantee to promptly and fully comply with the agreements, stipulations, conditions and covenants of this Contract; and the grantee hereby agrees to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in this Contract. In the event the grantee fails to pay when due any tax, assessment or other sum of money payable by virtue of this Contract, the grantor may pay the same and add that amount to the then unpaid balance of principal owing, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders, and no agreements, unless incorporated in this Contract, shall be binding upon any of the parties.

Total purchase price of the property hereinabove described is \$20,000.00, of which \$17,458.94 shall be financed and \$2,541.06 shall be paid upon execution of this Contract.

The grantee shall pay the aforesaid financed amount, \$17,458.94, in 120 monthly installments of \$223.55 each, said pyaments INCLUDING INTEREST on the unpaid balance remaining from time to time at the rate of 9-1/4% per annum, said payments being applied to the payment of interest first with remainder being applied to principal until the entire amount of principal and interest are fully paid. The first installment shall become due and payable on or before the 15th day of May , A. D., 1980, and a like installment shall become due and payable on or before the 15th day of each month thereafter. The unpaid principal and interest may be paid at any time without penalty or fee, with interest being charged to date of pyament only.

All payments shall be made at Post Office Box 806, Floral City, Florida, 32636.

1.	Proceeds	\$17,548.94
2.	Other Charges	-0-
3.	Amount Financed	\$17,548.94
4.	FINANCE CHARGE (Interest)	9,367.06
5.	Total of Payments	\$26,826,00

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

Signed, sealed and delivered in the presence of alder and the presence of alder and the many of alder and alder and

STATE OF FLORIDA COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared:

WALTER R. MATTHEWS and MARY J. MATTHEWS, his wife,

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 13th day of May, A. D., 1980.

Notary Public

My Commission Expires:

MCCOMMISSION EXPIRES MAY 16 1983 SUBJECT CHRO SIGNERS INC. UNDERWRITERS

STATE OF FLORIDA COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared:

B. J. WOODSIDE and ALETA WOODSIDE, his wife,

to me known to be the persons described in and who executed the foregoing instrument and that they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 13th day of May, A. D., 1980.

Notary Public

My Commission Expires:

ACTION PRES COMMISSION EXPIRES MAY TO 1983

SONDED THE STATE OF SUPERWRITERS