

ROBERT A. MILES

BK1364PG0096

226 SIX POND TR

GREEN COVE SPR FLA-32643

Prepared by:
Terrance A. Jones, Esquire
P. O. Box 401
Orange Park, FL 32067-0401

AGREEMENT FOR DEED

THIS AGREEMENT made and entered into this 15 day of October, 1990, by and between ERNEST CLOUD, (hereinafter referred to as "Seller") and ROBERT A. MILES and ELIZABETH S. MILES, his wife, (hereinafter referred to as "Buyer").

WITNESSETH:

That in consideration of mutual promises and covenants contained in this Agreement and other valuable considerations passing between the parties to it, the Seller agrees to sell and the Buyer agrees to buy the following described property situate, lying and being in Clay County, Florida:

A parcel of land situated in Government Lot 4, Section 20, Township 7 South, Range 27 East, Clay County, Florida; and being more particularly described as follows:

Commence at the Northwest corner of Said Government Lot 4; thence run on the North line thereof South 89 degrees 49 minutes 30 seconds East 363.72 feet to the Point of Beginning; thence South 00 degrees 10 minutes 30 seconds West 232.53 feet; thence North 77 degrees 26 minutes 48 seconds East 212.50 feet; thence North 00 degrees 10 seconds 30 minutes East 185.70 feet to the North line of said Government Lot 4; thence on last said line North 89 degrees 49 feet 30 seconds West 207.28 feet to said Point of Beginning, being 0.99 acres, more or less, in area.

Together with a perpetual easement for ingress and egress and utilities described as: Commence at the Northwest corner of Said Government Lot 4; thence South 00 degrees 10 minutes 30 seconds West 271.50 feet to the Point of Beginning; thence North 77 degrees 26 minutes 48 seconds East 419.38 feet; thence south 21 degrees 59 minutes 44 seconds East 299.15 feet; thence South 87 degrees 59 minutes 25 seconds West 53.20 feet; thence North 21 degrees 59 minutes 44 seconds West 238.74 feet; thence South 77 degrees 26 minutes 48 seconds West 388.25 feet; thence South 78 degrees 10 minutes 30 seconds West 573.0 feet to the Easterly line of the Green Cove Springs West Toco Road; thence on last said line North 13 degrees 49 minutes 30 seconds West 50.03 feet; thence North 78 degrees 10 minutes 30 seconds East 585.4 feet to said Point of Beginning.

SUBJECT TO a certain deep artesian well commonly referred to and described as a 3-2 type well, and located approximately 82 feet from the Northeast corner of parcel 9 of land described herein and the Northwest corner of the adjoining parcel of land as shown on current survey as Parcel 8, said well being located either on East side of Parcel 9 and/or on West side of parcel 8.

Whereas said well is the joint property of the Title holder to Parcel 8 and the title holder of Parcel 9, with all rights and privileges and water supply to said well herein described to share jointly by the parties described herein forever.

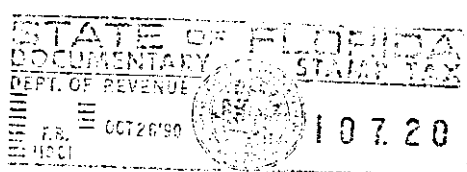
The ~~Buyer~~ ^{Buyers} hereby grants to ~~Seller~~ ^{Sellers}, their heirs, successors and assigns forever, the right, use and privilege to draw and use water from said well

Received \$67.00 In payment of Taxes due
on Class O Intangible Personal Property, pursuant
to Chapter 199 Florida Statute.

John Keene
Clerk, Circuit Court, Clay County, Florida

CLAY
COUNTY

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as herein described.

The total purchase price of the property shall be the sum of Thirty-Eight Thousand Five Hundred and No/100 Dollars (\$38,500.00) payable at the times and in the manner following: \$5,000.00 paid on or before the signing of this contract, receipt of which is acknowledged by Seller; the balance of \$33,500.00 to bear interest at the rate of 13.75% per annum and to be payable at the rate of Four Hundred Forty and 53/100 Dollars (\$440.53) per month, principal and interest included, beginning on the 1st day of November, 1990, and on the 1st day of each and every calendar month thereafter for the succeeding 180 months, or until said sum is paid in full. Each of the payments shall be credited first to interest and the balance to principal, and prepayment shall be permitted at any time and from time to time without penalty. In the event that any of the payments due hereunder shall be made over 10 days past the due date, Seller shall be entitled to a penalty of 5% of the amount then due.

Seller shall pay, in connection with the execution and recording of these documents, the Intangible tax due on the Agreement for Deed and the Buyers shall pay the State of Florida Documentary Stamps on the Note and the cost of recording this document.

It is understood and agreed between the parties that when the principal sum has been paid in full, the Seller promises and agrees to convey the property above described to the Buyers by good and sufficient Warranty Deed. All required documentary stamps shall be placed on the deed by Seller, and the cost of recording the same shall be paid by the Buyers.

The Buyers acknowledge the existence of an outstanding mortgage on the property described above held by Credithrift, Inc., dated February 19, 1988, and recorded in Official Records Book 1127 at page 202 of the public record, said mortgage being in the original principal sum of \$18,556.00. All payments due under this aforesaid mortgage shall be paid by Seller as such payments accrue and the balance thereunder shall be paid in full by Seller simultaneously upon receipt of Buyers' final payment. If Seller should default under the aforesaid mortgage, then Buyers shall have the privilege of curing Seller's default and receiving full credit therefor under this contract.

The Buyers shall be permitted to go into possession of the property covered by this Agreement on the date of its execution, or earlier upon

consent of the Seller, and shall assume all liability for insurance, taxes and maintenance from and after the date of possession. Buyers agree to maintain fire and extended coverage insurance on the buildings in an amount not less than the maximum insurable value of the property with Seller named as co-insured as their interest may appear.

The parties agree that all estate ad valorem taxes for the year 1990 shall be prorated between the parties as of the date of possession of the property herein. Subject to such proration of said taxes for said year, Buyers agree to pay promptly when due all real estate ad valorem taxes for the year 1990 and subsequent years, and all other governmental taxes and assessments which may be hereafter assessed against the real property.

If the Buyers should fail to perform this agreement to pay fire and extended hazard insurance, or taxes and assessments, the Seller may do so in order to protect their interest, and all such sums paid by the Seller shall be added to the debt owed to them by the Buyers.

It is agreed that the Purchaser shall keep in good condition, normal wear and tear excepted, and perfect and unencumbered the real property which is the subject matter of this Agreement and upon his selling or conveying any interest whatsoever, whether legal or equitable, in the subject real property, then the entire balance, together with interest shall immediately become due and payable in full without notice, unless the Buyer and his prospective purchaser should obtain prior written approval from the Seller as to the sale.

The time of payment shall be of the essence and in the event of any default in any payment or any part of the purchase money as and when it becomes due or in the performance of any other obligations assumed by the Buyers in this Agreement, and in the event that the default shall continue for a period of 15 days, then the Seller may rescind this agreement, retaining the cash consideration paid for it as liquidated damages, and this agreement shall become null and void. In the event that it is necessary for the Seller to enforce this Agreement by foreclosure proceedings or otherwise, all costs of those proceedings including a reasonable attorney's fees, shall be paid by the Buyers.

The obligations and benefits under this contract shall extend to the personal representatives, heirs and assigns of the respective parties to it.

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

Edmond J. D. [Signature]
John B. Cloud

Patricia [Signature]
[Signature]

Ernest Cloud
ERNEST CLOUD

SELLER

Robert A. Miles
ROBERT A. MILES

Elizabeth S. Miles
ELIZABETH S. MILES

BUYERS

STATE OF FLORIDA :
COUNTY OF CLAY :

BEFORE ME, the undersigned authority, personally appeared ERNEST CLOUD,
to me well known and known to me to be the individual described in and who
executed the foregoing instrument, and acknowledged to and before me that he
executed the foregoing instrument for the purposes expressed therein.

WITNESS my hand and official seal this 15th day of October
1990, at _____, County and State aforesaid.

FILE NO. 90-27566

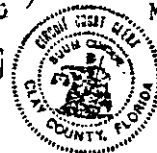
OFFICIAL RECORD NO. 1364

PAID 96 DATED & VERIFIED

OCT 26 3 52 PM '90

STATE OF FLORIDA
COUNTY OF CLAY

: FILED & RECORDED
: IN PUBLIC RECORDS OF
: CLAY COUNTY FL.
JOHN KEENE



Elizabeth S. Miles
Notary Public, State of Florida

My Comm. Expires:
Notary Public, State of Florida
My Commission Expires Aug. 18, 1991
Revised 1989 Tex. Pub. - Notary Public

BEFORE ME, the undersigned authority, personally appeared ROBERT A. MILES
and ELIZABETH S. MILES, to me well known and known to me to be the individuals
described in and who executed the foregoing instrument, and acknowledged to and
before me that they executed the foregoing instrument for the purposes expressed
therein.

WITNESS my hand and official seal this 15th day of October
1990, at _____, County and State aforesaid.

Andie P. Andrews
Notary Public, State of Florida

My Comm. Expires:

Notary Public
State of Florida at Large
My Commission Expires:
August 17, 1993

