

BK1112PG1571

This instrument prepared by:
Arthur V. and Betty E. Maccaro
26 Ruggiano Circle
Weymouth, MA 02188

AGREEMENT FOR DEED

28.50 RPL
224.00 DS
100.80 DS
57.60 Int
324.80
Total DS

THIS AGREEMENT is by and between ARTHUR V. AND BETTY E. MACCARO, a married couple, hereinafter referred to as "SELLER," and CHRISTINE M. SMELKO, a single woman, hereinafter referred to as "BUYER."

WITNESSETH that if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on her part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer in fee simple absolute that parcel of land situated in the County of Citrus, State of Florida, known and described as follows:

TOWN PLAT OF HOMOSASSA
SEC. 32, TWN. 19S, RANGE 17E,
BLOCK 145, LOT 6
PLAT BOOK 1, PAGE 7

Together with a 1993 Skyline Mobile Home
Serial Number 32-0815 FB/FA
FLOOD HAZARD WARNING

THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT LOCAL BUILDING AND ZONING OFFICIALS AND OBTAIN THE LATEST INFORMATION REGARDING FLOOD ELEVATIONS AND RESTRICTIONS ON DEVELOPMENT BEFORE MAKING PLANS FOR THE USE OF THIS PROPERTY.

I. Buyer herein covenants and agrees to pay the Seller the sum of THIRTY-TWO THOUSAND DOLLARS (\$32,000.00 in the following manner:

A. Terms of the Loan

(1) On or before February 15, 1995, the Buyer shall pay to the Seller a down payment of \$3,200.00, and the balance of \$28,800.00 shall be amortized at an interest rate of 10.25% per annum for a term of 10 years. This loan shall be amortized on a month to month schedule, in the amount of \$384.59 per month, beginning March 15, 1995 and continuing with a like amount on the 15th day of each consecutive month thereafter until paid in full.

Each monthly payment shall apply first to interest; then, to the unpaid principal balance.

The Buyer may prepay all or part of the unpaid balance at any time without notice. Such prepayment shall not include unearned interest. Upon prepayment in full, the Seller shall deliver to the Buyer a Warranty Deed, and the titles to the above-mentioned mobile home.

(3) In case of the failure of the Buyer to make payment hereunder or to perform any of the covenants on her part hereby made and entered into, this Agreement shall, at the option of the Seller, be forfeited and terminated, and the Buyer shall forfeit all payments made by her on this Agreement, and such payments shall be retained by the Seller in full satisfaction and liquidation of all damages by him sustained, and the Seller shall have the right to re-enter

Century 21 - JW Morton
4771 US Hwy 19 S
Homosassa FL 34446

Documentary Tax Paid

\$ 324.80

Intangible Tax Paid

\$ 57.60

Betty Maccaro
Clerk of Circuit Court,
Citrus County, Florida

By: *[Signature]* D.C.2)

and take possession of the premises aforesaid without being liable in any action therefore.

- (4) As an alternative remedy in the case of any default on behalf of the Buyer as indicted in "A, 3" above, the unpaid balance due under this Agreement shall, at the option of the Seller, become due and payable, and all costs and expenses of the collection of said monies by foreclosure or otherwise, including attorneys' fees, shall be paid by the Buyer, and all such sums are secured by this Agreement.
- (5) Time of payment shall be an essential part of this Agreement.
- (6) There shall be a five-day grace period for the due date of each monthly payment. If the Buyer exceeds the five-day grace period, there shall be a late-charge fee of twenty dollars (\$20.00).

II. Existing First Lien with GREEN TREE FINANCIAL CORP., 4950 W. Kennedy Blvd., Suite 603, Tampa, FL 33609.

- A. It is mutually understood and agreed between Buyer and Seller that there is currently a first lien on the previously described, 1993 Skyline Mobile Home. The amount of said lien as of January 15, 1995, was approximately \$25,363.51.
- B. The Seller agrees to pay to Green Tree Financial Corp. each month the entire amount of the payment of \$384.59 paid by the Buyer as described in this Agreement for Deed. Upon the Buyer's request Seller shall furnish Buyer with proof that said lien is in good standing, and/or, as a second option, the Buyer may contact Green Tree Financial Corp. directly to verify the status of the first lien.
- C. Should Seller fail to make payments or perform any covenants of said lien, the Buyer will have the right to make said payments or perform said covenants and deduct all monies extended for such purpose from the principal balance of the Agreement for Deed.

III. The Buyer and Seller further covenant and agree that the following additional terms and conditions shall govern this Agreement.

- A. Buyer shall have the right to take possession of the property on February 15, 1995.
- B. The Seller warrants to the Buyer that the property being conveyed is free and clear of all liens and encumbrances as of the day of possession except for any liens and encumbrances described herein.
- C. When all payments herein described have been paid, and upon the satisfaction of all other terms of this Agreement, conveyance shall be by (1) Warranty Deed and (2) titles to the doublewide mobile home.
- D. Upon the satisfaction of all terms of this Agreement, the Seller, at the Seller's expense, shall provide the Buyer with a title insurance policy which will insure the Buyer that the property being conveyed has good and marketable title that is free and clear of all liens and encumbrances. This title insurance policy shall be issued by a Florida licensed title insurer. If the title is found to have defects which

BK 112PG1572

render the title unmarketable, the Seller shall have 120 days to correct said defects. If said defects are not corrected, the Buyer may (1) accept the title with said defects, or (2) have the Seller fairly compensate her for said defects.

However, any liens or encumbrances levied against the property as a result of the Buyer's behavior during the term of this Agreement shall be the sole responsibility for the Buyer to correct.

- E. Taxes and assessments that may be legally levied or imposed upon the aforescribed property prior to February 15, 1995 shall be the responsibility of the Seller, and the Buyer agrees to pay all taxes and assessments thereafter. Taxes and assessments for 1995 shall be prorated as of February 15, 1995.
- F. The real property under this Agreement cannot be sold by the Buyer while his Agreement shall remain in effect without the written consent of the Seller. Should Buyer sell said property without written consent from Seller, the entire unpaid principal balance of this Agreement shall become due and payable.
- G. This Agreement may not be assigned or assumed without the written consent of the Seller.
- H. Risk of loss by fire or other casualty is on the Buyer and Buyer agrees to keep the mobile home upon the premises insured for a sum not less than the full insurable value of said mobile home, with the Seller and Buyer being named insured's as their interest shall appear. If any improvements on the property are damaged or destroyed by fire or other casualty, the Buyer shall repair or reconstruct the improvements. When the Buyer elects to repair or reconstruct, the Buyer, being entitled to any surplus insurance funds over and above the costs of repair or reconstruction, and the Buyer being liable for any deficiency after application of the insurance funds to such costs. Buyer shall provide the Seller with proof of said insurance during the term of this Agreement.
- I. Buyer at Buyer's expense, may have the premises inspected for termites prior to the beginning of the term of this Agreement by a licensed and bonded termite company. If there is evidence of termite infestation, the Seller is responsible to correct the infestation problem in any amount not to exceed 2% of the purchase price. Once the Buyer has taken possession, she shall be responsible for any termite problems from that date forward.
- J. All structures, appliances, and equipment must be in good working order as of the date of possession. The Seller is responsible to have defective structures, appliances, and equipment restored to good working order prior to possession in an amount not to exceed 3% of the purchase price. The Buyer is responsible for all maintenance and repair work related to structures, appliances, and equipment after the date of possession.
- K. Buyer will not permit, commit or suffer waste and will maintain the improvements at all times in a state of good repair and condition, and will not

BR 1112ps 1573

do or permit to be done anything to the premises that will in any way impair or weaken the security of the Seller's retained title.

L. The personal property included in this sale is as follows:

(1) two end tables, (2) sofa bed, (3) two rocking chairs, (4) coffee table, (5) book case, (6) two bar stools, (7) telephone stand, (8) two twin beds, (9) T.V. stand, (10) all window treatments, (11) all bathroom treatments, (12) king-sized waterbed, and (13) double dresser with mirror.

M. All covenants and agreements herein contained shall extend to and be obligatory upon the successor, heirs, executors, administrators and assigns of the respective parties.

N. It is agreed between the parties that upon the closing of this transaction, if either party shall at any time in the future incur attorneys' fees due to breach, default or noncompliance by the other party of the terms or conditions in this Agreement, then such party shall be entitled to recover said attorneys' fees in a reasonable amount for the services rendered. Said party shall be entitled to such attorneys' fees either upon prevailing in a court of law or upon cure of any breach, defect or default by the other party through settlement or compromise.

BR 1112Pg1574

IN WITNESS WHEREOF, Arthur V. and Betty E. Maccaro parties to this Agreement, have hereunto set their hand and seal on this 26th day of DECEMBER, 1995.

Signed, sealed and delivered in our presence:

Paul Donovan
WITNESS

PAUL DONOVAN
PRINTED NAME OF WITNESS

Arthur V. Maccaro
ARTHUR V. MACCARO

Sarah Burke
WITNESS

Sarah Burke
PRINTED NAME OF WITNESS

Paul Donovan
WITNESS

PAUL DONOVAN
PRINTED NAME OF WITNESS

Betty E. Maccaro
BETTY E. MACCARO

Sarah Burke
WITNESS

Sarah Burke
PRINTED NAME OF WITNESS

BR 112P61575

As to Seller

STATE OF MASSACHUSETTS
COUNTY OF Northfork

The foregoing instrument was acknowledged before me this 26th day of Dec, 1995, by Arthur V. Maccaro and Betty E. Maccaro.

Nancy R. Hall
Notary Public

SEAL

NANCY R. HALL, Notary Public

PRINTED NAME OF NOTARY

IDENTIFIED BY: Drivers license CN' NJ 3 1997

IN WITNESS WHEREOF, Christine M. Smelko party of his Agreement, has hereunto set her hand and seal on this 14th day of DECEMBER, 1995.

Signed, sealed and delivered

Jean Worrall
WITNESS

JEAN WORRALL
PRINTED NAME OF WITNESS

Christine M. Smelko

CHRISTINE M. SMELKO

PO Box 131

Homosassa, FL 34457-0131

Anna Edwards
WITNESS

Anna Edwards
PRINTED NAME OF WITNESS

As to Buyer

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me
this 14th day of DECEMBER, 1995 by Christine M.
Smelko

SEAL



Jean Worrall
Notary Public

JEAN WORRALL
PRINTED NAME OF NOTARY

IDENTIFIED BY: Drivers license

BK 1112PG1576

588089

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

96 JAN 5 PM 12 42

VERIFIED BY:

KR D.C.