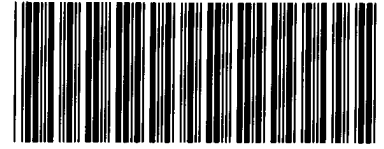


Instrument Prepared By:  
John W. Foster  
10095 W Pamondeho Cir.  
Crystal River, Fl.  
34428

# Land Contract



2005100589 4 PGS

This Agreement is made and entered into by and between:  
Dennis Foster

(seller)  
whose address is: 3320 Eliot St., Denver Colorado 80211

hereinafter called the Vendor and  
John W Foster and Patti Foster, his wife

(buyer)  
whose address is: 10095 W Pamondeho Cir., Crystal River Fl. 34428

hereinafter called the Vendee.

Witnesseth: The Vendor, for himself, his heirs and assigns, does hereby agree to sell to the Vendee, their heirs and assigns, the following real estate commonly known as:

10295 Montyce Ct., Crystal River Fl. 34428, Vacant Lot  
and further described; as: SPRING RUN OF CRYSTAL RIVER UNREC SUB IN N1/2 OF NE 1/4 LOT 53: COM AT NW COR OF NE 1/4 OF 5-18-17, TH N 88 DEG 58M 11S E AL N LN OF NE 1/4 280 FT, TH S 0 DEG 48M 22S E 25 FT, TH N 88 DEG 58M 11S E PAR TO N LN 100 FT TO PC OF CURVE, CONC S WLY..HAVING CNTRL ANG OF 25 DEG 30M OS & RAD OF 441.94 FT, TH SE'LY AL ARC OF CURVE 196.69 FT TO PT OF CURVE, TH S 65 DEG 31M 49S E 125.2FT TO PC OF CURVE, CONC NE'LY HAVING CNTRL ANG OF 25 DEG 30M OS & RAD OF 441.94 FT, TH SE'LY AL ARC OF CURVE 196.69 FT TO P.

ALT KEY #2791551

OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$35.50  
DOCUMENTARY TAX: \$99.40  
MORTGAGE TAX: \$32.20  
INTANGIBLE TAX: \$18.23  
# 2005100589 BK:1936 PG:2171  
11/10/2005 04:03 PM 4 PGS  
KCCR,DC Receipt #058404

together with all appurtenances, rights, privileges and easements and all buildings and fixtures in their present condition located upon said property.

### I. CONTRACT PRICE. METHOD OF PAYMENT, INTEREST RATE:

In consideration whereof, the Vendee agrees to purchase the above described property for the sum of FOURTEEN THOUSAND ONE HUNDRED AND FOURTEEN DOLLARS Dollars  
(\$14,114.00), payable as follows:

The sum of \$5,000.00 DOLLARS as initial consideration at the time of execution of the within Land Contract, the receipt of which is hereby acknowledged, leaving a principal balance owed by Vendee of \$9,114.00 dollars together with interest on the unpaid balance payable in consecutive monthly installments of \$152.00 beginning on the 10 day of May 2005, and on the 10 day of each and every month thereafter until said balance and interest is paid in full, or until the 10 day of April 2010 at which time the entire remaining balance plus accrued interest shall become due and payable. The interest on the unpaid balance due hereon shall be (ZERO %) percent annum computed monthly, in accordance with a month amortization schedule during the life of this agreement.

Payments shall be credited first to the interest. and the remainder to the to the principal or other sums due Vendor. The total amount of this obligation, both principal and interest. unpaid after making any such application of payments as

herein receipted shall be the interest bearing principal amount of this obligation for the next succeeding interest computation period. If any payment is not received within SIXTY ( 60 ) days of payment date, there shall be a late charge of ( ZERO %) percent assessed. The Vendees may pay the entire purchase price on this contract without prepayment penalty. The monthly installments shall be payable as directed by the Vendor herein.

## 2. ENCUMBRANCES:

Said real estate is presently subject to a mortgage with ZERO BALANCE AND NO LIENS and the Vendor shall not place any additional mortgage on the premises without the prior written permission of the Vendees. To protect Vendee's interests, Vendee may elect at any time to pay any sums due hereunder directly to the mortgagee, and any amounts remaining to the Vendor. Vendor understands that this transaction may permit the mortgagee to exercise their right to accelerate the loan and to call the remaining balance due. In any such event, the Vendor agrees to hold Vendee harmless and in no way liable for any damage to Vendor as a result of such action. Vendor initials \_\_\_\_\_.

## 3. EVIDENCE OF TITLE:

The Vendor shall be required to provide an abstract or guarantee of title, statement of title, title insurance, or such other evidence of title to Vendee's satisfaction.

## 4. RECORDING OF CONTRACT:

The Vendor shall permit a copy of this contract to be recorded in the CITRUS County Recorder's Office at Vendee's discretion at any time subsequent to the execution of this Contract by the parties hereto.

## 5. REAL ESTATE TAXES:

Real estate taxes to the County Treasurer shall remain in the Vendor's name throughout the term of this agreement. Payment of said taxes shall be the responsibility of the Vendee upon the execution of this agreement, and [ ] shall [XX] shall not be escrowed and added to the payment required by Vendee herein.

## 6. INSURANCE AND MAINTENANCE:

The Vendor shall insure the property with a non owner-occupant (landlord) policy against fire and extended coverage to the benefit of both parties as their interests may appear herein. Said policy shall be for an amount no less than N/A, payment of which shall be the responsibility of the Vendee, and which shall be escrowed and added to the payment due herein.

Vendees shall keep the building in a good state of repair at the Vendees expense. At such time as the Vendor inspects the premises and finds that repairs are necessary, Vendor shall request that these repairs be made within sixty (60) days at the Vendees expense. The Vendees have inspected the premises constituting the subject matter of this Land Contract, and no representations have been made to the Vendee by the Vendor in regard to the condition of said premises: and it is agreed that the said premises are being sold to the Vendee as the same now exists and that the Vendor shall have no obligation to do or furnish anything toward the improvement of said premises. Vendor shall furnish a clear termite report at Vendor's expense prior to executing this contract. If the property has live infestation of wood destroying insects, Vendor will pay costs of treatment and repair damages caused by same. If Vendor elects not to do so, Vendee may elect to waive Vendor's responsibility and proceed, or Vendee may elect not to proceed with this contract. Notice of each election shall be given in writing within five (5) days of, respectively, receipt of Vendor of the notice of infestation and receipt by Vendee of Vendor's notice as to intention to remedy.

## 7. POSSESSION

The Vendee shall be given possession of the above described premises at Contract execution and shall thereafter have and hold the same subject to default provisions hereinafter set forth.

## 8. Delivery of DEED:

Upon full payment of this contract, Vendor shall issue a General Warranty deed to the Vendees free of all encumbrances except as otherwise set forth. In addition, Vendees reserves the right to convert this contract into a note and mortgage which shall bear the same terms as the contract for the remaining balance, and receive a warranty Deed to Vendees or assigns from Vendor, anytime the following conditions have been met by then Vendees,

- 1. At least 20% of the purchase price has been paid to the Vendor.
- 2. Vendee is willing to pay all the costs of title transfer and document preparations.

9. DEFAULT BY VENDEES

If an installment payment to be made by the Vendee under the terms of this Land Contract is not paid by the Vendee when due or within thirty (30) days thereafter, the entire unpaid balance shall become due and collectable at the election of the Vendor and the Vendor shall be entitled to all the remedies provided for by the laws of this state and/or to do any other remedies and/or seek relief now or hereafter provided for by law to such Vendor; and in the event of the breach of this contract in any other respect by the Vendee, Vendor shall be entitled to all relief now or hereinafter provided for by the laws of this state.

Failure of Vendee to maintain current the status of all real estate taxes and insurance premiums as required herein shall permit Vendor the option to pay any such premiums, taxes, interest, or penalty(ies), and to add the amount paid to the principal amount owing under this contract, or to exercise any remedies available to the Vendor as per the preceding paragraph.

Waiver by the Vendor of a default or a number of defaults in the performance hereof by the Vendee shall not be construed as a waiver of any future default no matter how similar.

10. GENERAL PROVISIONS:

There are no known pending orders issued by any governmental authority with respect to this property other than those spelled out in this Land Contrat prior to closing date for the execution of the contract.

11. SPECIAL PROVISIONS:

Vendor prefers quarterly payments of \$456.00 lieu of monthly payments.

Vendee agrees with quarterly payments.

12. ENTIRE AGREEMENT:

It is agreed that this instrument and any addendum mutually entered into and, by reference to this agreement, made a part hereof constitutes the entire agreement of the parties, and which shall be binding upon each of the parties, their administrators, executors, heirs and assigns. It is further agreed that neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, the parties have set their hands this 19 day of March, 2005.

Signed in the presence of: \_\_\_\_\_

VENDOR: Dennis Foster  
Dennis Foster

Signed in the presence of:  
Sandra Pratt  
Sandra Pratt  
STATE OF FLORIDA

VENDEES: John W. Foster  
John W. Foster  
Patti Foster  
Patti Foster

Amanda Ture  
witness to Patti Foster only  
Amanda Ture

Kelly L. Carpenter  
witness to Patti Foster only  
Kelly L. Carpenter

State of Colorado

County of Denver

On this 3 day of 21, 2005, before me, a Notary Public in and for said county and state personally came, **Dennis Foster**, Vendor(s) in the foregoing Land Contract and acknowledged and signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

*[Handwritten Signature]*

NOTARY PUBLIC (w/seal and expiration date)  
**CHRISTINE ROMERO**  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires April 21, 2007

State of Florida

County of Citrus

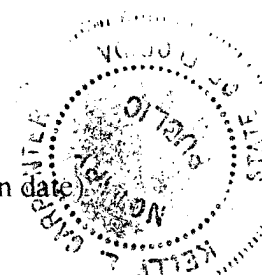
On this 18 day of March, 2005, before me, a Notary Public in and for said county and state personally came, **John W. Foster**, Vendee in the foregoing Land Contract and acknowledged and signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

*FD: personally known*

*[Handwritten Signature]*

NOTARY PUBLIC (w/seal and expiration date)



*State of Florida  
County of Citrus*

OFFICIAL NOTARY SEAL  
LISA A SIROCHMAN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. DD042503  
MY COMMISSION EXP. JULY 31, 2005

**KELLY L. CARPENTER**  
Notary Public - State of Florida  
My Commission Expires Apr 1, 2009  
Commission # DD 410421  
Bonded By National Notary Assn.

ON This 10th day of November, 2005 before me a Notary Public in and for said county and state personally came, **Patti L. Foster**, vendee in the foregoing Land contract and acknowledged and signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned presented Florida Drivers license

*[Handwritten Signature: Kelly L. Carpenter]*  
NOTARY PUBLIC (w seal and expiration date)