

Prepared by: Stacey DeWald
10031 Yellowthroat Ave
Weeki Wachee, FL 34614

AGREEMENT FOR DEED

ARTICLES OF AGREEMENT, made this day of 13 OCTOBER 2022, wherever used herein, the term "Seller" shall include the heirs, personal representatives and/or successors of Seller parties hereto; the use of any gender shall include all genders.

BETWEEN KEVIN BRACKIN, whose residence is 840 Plantation Drive, Panama City, FL, 32404 (**SELLER**) & ANGELA LOVELACE, whose address is 3072 N Wheaton Point, Hernando, FL, 34442 (**BUYER**).

***WITNESSETH** That if said Buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said Seller hereby covenants and agrees to convey and assure to the said Buyer, in fee simple, clear of all encumbrances whatever, by a good and sufficient deed, the lot, piece/parcel of ground situated in County of Citrus, State of Florida, described as follows, to-wit:*

PARCEL NUMBER: 20E18S190020 000A0 00E0 **ALTKEY:** 1710006

ADDRESS: 3072 N WHEATON POINT, HERNANDO, FLORIDA 34442

LEGAL DESCRIPTION:

LOT E: COM AT NE COR OF BLK A CORNISH ESTS PB 2 PG 52, TH S
AL W R/W LN OF HARVARD AVE ON PB 175.3 FT TO POB, TH S AL
R/W 122.16 FT TO PT ON NWLY R/W LN OF RUGBY AVE BEING SE
COR OF LT 1 SHELLHORNS MAGNOLIA ACRES PB 2 PG 131, TH S 72
DEG 5 M 30S W AL NWLY R/W 125 FT, TH N 23 DEG 57M 23S W
161.5 F T, TH N 86 DEG 7M E 184.22 FT TO POB DESC IN OR BK
1318 PG 1525 OR BK 2177 PG 439

Buyer hereby covenants and agrees to pay to the said Seller Fifteen Hundred and 00/100 Dollars (\$1500.00) in the manner of an upfront option payment. Then, Buyer hereby covenants and agrees to pay to the said Seller in the amount of Four Hundred And One Dollars and 96/100 (\$401.96) in the manner of monthly payments commencing on 1 November 2022 for a period of One Hundred Sixty (160) calendar months at 8.99%. The interest, if paid for the life of the amortization schedule, would be \$26,913.96 in-turn, the agreed upon price is \$38,900.00 **THERE IS NO PENALTY FOR EARLY PAY-OFF.**

In case of failure of the said, Buyer to make either of the payments or any part thereof, or to perform any of the covenants on his part hereby made and entered into, this contract shall, at the option of the Seller, be forfeited and terminated, and the Buyer shall forfeit all payments made on this contract; and such payments shall be retained by Seller in full satisfaction and liquidation of all damages by him sustained, and said Seller 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 Seller, the unpaid balance shall become due and payable, and all costs and expenses of collection of said moneys by, shall be paid by the Buyer.

If Buyer fails to make a payment within 10 days of its due date (1st of every calendar month), Buyer agrees to pay a \$95 Dollar Late Fee. If Buyer fails to make a payment within 15 days of its due date, Buyer agrees to pay an additional \$150 Dollar Late Fee. If Buyer fails to make payment within 30 days, Buyer agrees to surrender the property immediately. Buyer agrees that Seller shall have the right to enter Buyer's property for the purpose of taking possession of the property. After the 30th day late of lease due, Buyer agrees to vacate premises within 24 hours and any/all belongings left in the residence will be the property of Seller. Post 30th day late vacate actions include, but not limited to the Lessor being named as the Legal owner via this document as the signing and notarizing of this document also serves as the deed to place this property legal description and all pertinent Citrus County information back into the name of the Lessor and will subsequently remove the names of the Lessees and will only occur after the 30th day late of the agreed upon due date of the 1st of every calendar month. Monthly payments must be made in full as no

partial payments are accepted. Late fee's must be paid in full prior to accepting the required monthly payments, as late fee's may not be compounded into future months.

Buyer shall be responsible for all utilities and the establishment of said utilities. Buyer must adhere to all city ordinances, laws, code enforcement regulations, policies and held accountable for any violations and fees associated with the County of Citrus, State of Florida and associated/other departments or agencies. Buyer agrees and is responsible for the property taxes. Property is sold in the "as-is" condition.

Insurance coverage shall name the Seller as a named insured and the Buyer shall provide a declaration page confirming sufficient coverage. When Insurance coverage is obtained, it shall include liability coverage. Buyer shall indemnify & hold harmless Seller against any and all claims, damages or actions arising from Buyer's possession or use of the property.

Buyer covenants and agrees to maintain the property in good and reasonable condition, at his expense, during the term of this Agreement. Further, Seller hereby discloses to the Buyer that they acquired title to the subject property via Citrus County, Fl. Title insurance, depending on the time elapsed and could require quiet title action. In such case, the Seller shall designate the attorney to bring the action and pay 1/20 of the costs of such action and the Buyer shall pay the remaining 19/20 of such costs and fees. All recording fee's and doc stamps are to be paid by the Seller.

IT IS MUTUALLY AGREED, by and between the parties hereto, the timeliness of payment on property shall be an essential part of this contract, that all covenants and agreements herein shall extend to and be obligatory upon the administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written in witness to their agreement to this contract, the parties affix their signatures:

Angela Lovlace
Contract: ANGELA LOVLACE
Kevin Brackin
Contract: PRINT KEVIN BRACKIN
Stephen Devald
Witness: PRINT
Madonna Falt
Witness: PRINT MADONNA FALT

STATE OF FLORIDA, COUNTY OF CITRUS

The forgoing instrument was acknowledged before me on this 13 day of OCTOBER, 2022 by Kevin Brackin & _____, who is personally known to me or who produced the following as identification License, who acknowledged to & before me that he executed the same freely & voluntarily for the purpose therein expressed under authority duty in him.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

NOTARY SEAL

[Signature]

Date: 10-13-2022

NOTARY PUBLIC – STATE OF FLORIDA

