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22 50  
BK 0883 PG 0329

executive line

**Articles of Agreement, Made this 4th day of January in the year of our Lord one thousand nine hundred and ninety one**

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

**Between**

Acme Homes, Inc. party of the first part, and  
8438 S. Suncoast Blvd.  
Homosassa, FL 32646

Jack M. & Laurie Parroiz, 6158 E. Tab Ct., Floral City, Florida, 32636 party of the second part,

**Witnesseth,** that if the said party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lot 33, piece, or parcel, of ground situated in the County of Citrus, State of Florida, known and described as follows, to-wit:

Lot 33 of the Unrecorded Plat of Chestnut Hill being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 19 south, Range 17 East, thence North 88° 59' 22" East along the North line of said Southeast 1/4 a distance 834.86 feet, thence South 0° 09' 26" East a distance of 780 feet to the Point of Beginning, thence continue South 0° 09' 26" East a distance of 156 feet, thence South 88° 59' 22" West parallel to said North Line a distance of 162 feet thence North 0° 09' 26" West a distance of 156 feet, thence North 88° 59' 22" East a distance of 162 feet to the Point of Beginning. SUBJECT TO an easement across the Westerly 15 feet thereof. SUBJECT to restriction, reservations and easements of record. SELLER TO deliver Warranty Deed when paid in full.

and the said party of the second part hereby covenants and agrees to pay to the said party of the first part the sum of Eleven Thousand and NO/100-----

-----Dollars, in the manner following To be paid in monthly payments of \$161.00, the first of which shall become due and payable on or before the 4th day of each succeeding month until entire indebtedness shall be paid in full. A \$10.00 per month, per past due payment, will be charged for delinquent payments, a payment is to be considered delinquent when it is 10 days or more past due. The installments as set forth hereinabove shall include -----

~~xxxx~~ interest at the rate of 12.5 per centum, per annum payable monthly annually on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the ~~xxxx~~ 4th day of January, 1991, and to keep the buildings upon said premises insured in some company satisfactory to the party of the first part in a sum not less than -----

-----Dollars during the term of this agreement. And in case of failure of the said party of the second part 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, his contract shall, at the option of the party of the first part, be forfeited and terminated, and the party of the second part shall forfeit all payments made on this contract; and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by him sustained, and said party of the first part 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 the party of the first part the unpaid balance shall without demand become due and payable, and all costs and expenses of collection of said moneys by foreclosure or otherwise, including solicitor's fees, shall be paid by the party of the second part, and the same are hereby secured.

**It Is Mutually Agreed,** by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, 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.

Signed, Sealed and Delivered in presence of:

*James Myland*  
*Laura M. Johnson*  
*Carlene C. Johnson*

ACME HOMES, INC.  
BY: *John E. Zahring* it's president  
X *Jack M. Parroiz*  
X *Laurie B. Parroiz*

Call Courtroom to Record

