

THIS DOCUMENT PREPARED BY:

Timothy S. Parker
PO Box 1503
Bronson, FL 32621

After Recording Return To:

James Norman Sukow
4210 NW 15th Avenue
Bell, FL 32619

Parcel ID #: 03161-385-00

CONTRACT FOR DEED

This CONTRACT FOR DEED is made and entered into on this 13 day of August, 2022, by and between Timothy S. Parker, located at PO Box 1503, Bronson, Florida 32621, in the County of Levy, (hereinafter referred to as the "Seller"), and James Norman Sukow and Barbara Edelma Sukow, husband and wife, located at 4210 NW 15th Avenue, Bell, FL 32619, in the County of Gilchrist, (hereinafter referred to as the "Buyer"), and collectively referred to as the Parties.

WITNESSETH, that if said Buyer shall first make all payments and perform the covenants hereinafter-mentioned on their part to be performed, the Seller hereby covenants and agrees to convey and assure to the Buyer, their heirs, executors, administrators, personal representatives or assigns, in fee simple, free and clear of all encumbrances whatsoever, unless otherwise noted and save on those restrictions and covenants of Public Record, by a good and sufficient Warranty Deed, the residential real estate that is situated at the Town of Bronson in the County of Levy in the State of Florida and ZIP code of 32621 known with the full legal description as follows, to wit:

W ½ OF SW ¼ OF SW ¼ OF SE ¼ OF SE ¼, LESS THE SOUTH 30 FEET DEEDED TO LEVY COUNTY FOR ROAD RIGHT-OF-WAY, IN SECTION 19, TOWNSHIP 11 SOUTH, RANGE 17 EAST, LEVY COUNTY, FLORIDA. TOGETHER WITH A 1986 GOLD DOUBLEWIDE MOBILE HOME BEARING ID# SHS1WGA11869865A AND ID # SHS1WGA11869865B AND TITLE # 42973206 AND TITLE # 42973211

SALE/PURCHASE PRICE, TERMS AND CONDITIONS

The sale/purchase price of the aforementioned property, of which the Buyer herein covenants and agrees to pay to the Seller, shall be a sum of \$150,000.00 in the following manner: DOWN PAYMENT \$20,000.00, XX,

- A. The principal, in the amount of \$150,000.00, and bearing interest at the annual interest rate of 4%, is to be paid, by monthly installment payments, in the amount of \$1,109.53, commencing on 09/06/2022, and continuing thereafter on the first day of every month until such time as the principal amount due has been paid in full.

PAYMENTS AND COMPLETION OF CONTRACT

All payments hereunder shall be made to Seller, Timothy S. Parker, at PO Box 1503, Bronson, FL 32621, or at such other place or places as the Seller may, from time to time, designate. Within 30 days after the full amount due has been paid, including interest, the Seller shall execute and deliver to the Buyer, a Warranty Deed conveying said property to the Buyer.

TAXES, MAINTENANCE AND INSURANCE

The Buyer herein acknowledges and agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said property, and to keep and maintain any and all buildings, structures and other improvements now or hereafter erected or placed upon said premises, including maintaining homeowner's insurance.

The Buyer shall be responsible for all maintenance and repairs on the property without limitation.

The Buyer:

a) shall not commit waste or permit any impairment or deterioration of the Property,

b) shall not abandon the Property,

c) shall restore or repair promptly, in good workmanlike manner, all or any part of the Property to the equivalent of its original condition, or as such as the Seller may approve in writing, in the event of any damage, injury or loss thereto, whether or not any insurance proceeds would be available to cover in whole or in part, the costs of such restoration and/or repair,

d) shall keep the Property, including improvements, fixtures, equipment, machinery, and appliances there-on in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair,

e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and

f) shall give notice in writing to Seller, unless otherwise directed in writing by the Seller, to appear in and defend any action or proceeding purporting to affect the Property, the security of this Contract or the rights and/or powers of the Seller.

PREPAYMENT

The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment **shall include unearned interest**. Upon full prepayment, the Seller shall have thirty (30) days in which to deliver a warranty deed.

POSSESSION OF PROPERTY

Upon execution of this Contract, Buyer shall take possession of the Property and shall enjoy peaceful possession of the property for as long as all payments due under this agreement are made in a timely manner and all other terms and covenants are complied with.

DEFAULT BY BUYER

If a default shall be made in the payment of said sums of money, or any part thereof as provided in this Contract for Deed, or in the interest that may become due thereon or any part thereof shall be delinquent and unpaid for 2 months, or in the event of default in any other provision herein, then and thenceforth it shall be optional with the Seller, their heirs, personal representatives or assigns to consider the whole of said principal sum expressed in the Contract as immediately due and payable. In the event of such default, the Buyer agrees to pay all costs, charges, and expenses in collecting the money hereby secured, including reasonable attorney's fees and commission whether collected by foreclosure or otherwise, and any and all monies paid by the Seller by reason of the default of the Buyer.

DEFAULT BY SELLER

In case of the failure of the Seller to comply with the terms of this Contract or to perform any of the covenants hereby made and entered into, the Buyer shall have the option to seek legal remedy and/or to demand specific performance, costs and reasonable attorney's fees from the Seller.

RECORDING NOTICE OF TERMINATION

While this Contract may be recorded, the Seller may record a Notice of Termination of said Contract if the Buyer defaults in the performance of the Buyer's obligations and responsibilities under this Contract pursuant to the laws of the State of Florida.

RETURN OF PROPERTY

In the event this Contract is terminated and Buyer is required to return the Property to Seller as may be required by the terms of this Contract, Buyer agrees to return the Property to Seller in substantially the same condition, as it now exists, with ordinary wear and tear excepted. Seller reserves the right to inspect the Property at any time by giving Buyer reasonable written notice.

LATE PAYMENT CHARGE

Payments postmarked more than 5 days after the due date shall be considered late and shall be subject to an additional charge of \$25.00.

NON-SUFFICIENT FUNDS

Any check submitted by the Buyer that is returned to the Seller for a lack of sufficient funds, in addition to any late payment charges allowable under this Contract, the Buyer shall be charged the maximum amount allowable under applicable law.

NOTICES

Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing. A notice may be delivered to a party at the aforementioned address or to a new address that a party designates in writing. A notice may be delivered: (1) in person; (2) by certified mail; or (3) by overnight courier.

SECURITY

This Contract shall stand as security for the performance of Buyer and as security of the payment of the obligation of Buyer under this Contract.

AS-IS CONDITION OF PROPERTY

Buyer accepts the Property "as-is" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

PENDING LITIGATION

Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

COSTS

In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

INDEMNITY FOR USE OF PROPERTY

Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions, to the extent permitted by law.

GOVERNING LAW

This Contract and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

WAIVER

The waiver or failure of either party to exercise in any respect any right provided in this Contract shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

DEED TRANSFER

The Buyer shall pay all taxes, documentary stamps, and recording costs for the Contract for Deed, and for all fees associated with the recording of the Warranty Deed. In addition, the Buyer shall be entitled to claim Property for all tax purposes.

TAXES/ASSESSMENTS/EXEMPTION

The Buyer agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land apportioned as of the date of this Contract. Seller will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

ENTIRE AGREEMENT

This Contract is the entire agreement between the parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

SEVERABILITY

In the event that any provision, clause, sentence, section or other part of the Contract is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, Seller and Buyer intend that the balance of the Contract shall nevertheless remain in full force and effect so long as the Purpose of the Contract is not affected in any manner adverse to either party.

IT IS MUTUALLY AGREED by and between the parties hereto, that 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 have executed this Contract of Deed or have caused the same to be executed by their representatives thereunto duly authorized.

Signed, sealed and delivered in the presence of:

Migdalina Quinn
Witness

Migdalina Quinn
Witness Printed Name

Amanda K. Frazier
Witness

Amanda K. Frazier
Witness Printed Name

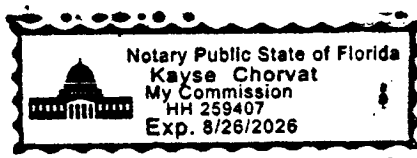
SELLER:

Timothy S. Parker
Timothy S. Parker, Seller

STATE OF FLORIDA
COUNTY OF FL

The foregoing instrument was acknowledged before me this 13 day of August, 2022 by Timothy S. Parker who is personally known to me or who has produced _____ as identification.

SEAL



Kayse Chorvat
Notary Public
Serial Number:

Migdalina Quinn
Witness

Migdalina Quinn
Witness Printed Name

Amanda K. Frazier
Witness

Amanda K. Frazier
Witness' Printed Name

BUYER:

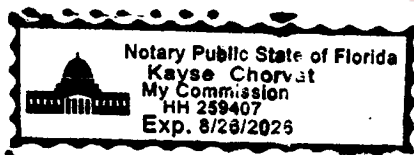
James Norman Sukow
James Norman Sukow, Buyer

Barbara Edelma Sukow
Barbara Edelma Sukow, Buyer

STATE OF FLORIDA
COUNTY OF FL

The foregoing instrument was acknowledged before me this 13 day of August, 2022 by James Norman Sukow and Barbara Edelma Sukow, who are personally known to me or who have produced as identification.

SEAL



K. Chorvat
Notary Public
Serial Number:

Unofficial Copy