INSTR # 748380, OR BK: 1776 PG: 925, Recorded 3/7/2025 3:20 PM

Rec: \$44.00 Deed Doc: \$175.00Mtg Doc: \$59.50 Int Tax: \$34.00 Matt Brooks, Clerk of the Circuit Court Levy FL Deputy Clerk MBASS1

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# CONTRACT FOR DEED

THIS CONTRACT FOR DEED (this "Agreement") dated this 8 day of March, 2025 .

**BETWEEN:** 

COVENANT LAND HOLDINGS LLC of 1043 PINEVIEW CIR SW LIVE OAK, FL 32064 (the "Seller") OF THE FIRST PART

AND

Kim Elaine Jones of 374 SW Richmond Way, Fort White 32038 (the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

# **SALE OF PROPERTY**

1. On March 8th, 2025, the Seller, in consideration of the sum of \$25,000.00, hereby agrees to convey and grant, with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the property: Parcel No. <u>03416-088-00</u>

Legal description:

TRACT #094, LEGALLY DESCRIBED AS: THE E 1/2 OF THE NW 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 12 SOUTH, RANGE 17 EAST, LEVY COUNTY, FLORIDA.

(the "Premises").

## **PURCHASE PRICE**

**2**. The purchase price including the annual taxes (the "Purchase Price") of the Premises is \$25,400.00. The Purchaser agrees to pay \$8,000.00 as down payment on March 8th of 2025, and the balance of the Purchase Price being payable in 24 monthly installments of \$725.00, due on the 3rd of each month, until the Purchase Price of \$25,400.00 is paid in full.

### **INTEREST CHARGES**

3. No interest will be charged on the financing.

## **LUMP SUM PAYMENTS**

**4**. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

#### PROPERTY TAXES AND ASSESSMENTS

**5**. For the duration of the Agreement, the Buyer will pay all property taxes and assessments levied against the Premises, with the amount already included in the financing

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#### INSURANCE

- **6**. The Purchaser is hereby advised and understands that the personal property of the Purchaser is not insured by the Seller for either damage or loss, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that, if insurance coverage is desired by the Purchaser, the Purchaser should inquire with the Purchaser's insurance agent regarding a personal contents policy of insurance.
- 7. The Purchaser is responsible for maintaining liability insurance on the Premises for the benefit of both the Purchaser and the Seller, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.

#### LATE PAYMENT FEE

8. Please be advised that a late payment fee of 5% of the installment amount will be applied to any payment received more than five (5) days after the due date. The late fee will be charged in accordance with the terms of the agreement and will be due immediately upon application

# PURCHASER'S DEFAULT

- **9.** In the event the Purchaser fails to perform any covenant or condition of this Agreement, the Seller shall issue a written notice of default. The Purchaser will have 14 days from receipt of the notice to remedy the default. If the default is not remedied within this period, the full balance of the Purchase Price will become immediately due 14 days after the remedy period expires (the "Notice Period"). Failure to pay the full balance within the Notice Period will result in the termination of this Agreement.
- 10. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 16 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.
- 11. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.

  12. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

## SELLER'S RIGHT TO REINSTATE AGREEMENT AFTER DEFAULT

- 13. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to: (i) pay all amounts due and owing under this Agreement had the Agreement not been terminated; (ii) cure any defaults that have occurred; and pay all expenses incurred by the Seller in enforcing their rights under this Agreement.
- **14**. All payments made under the preceding provision must be made in a form acceptable to both parties.

## ASSIGNMENT OR SALE OF THE PREMISES

**15**. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

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# **DEED AND EVIDENCE OF TITLE**

**16**. Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances, at the Buyer's expense.

### **DISCLOSURE REQUIREMENTS**

17. The Purchaser and the Seller shall make all disclosures required by law.

## **NOTICES**

**18**. All notices pursuant to this Agreement must be written and signed by the respective Party or its agent and all such correspondence will be effective upon it being mailed with return receipt requested, hand-delivered, or transmitted by email as follows:

To the Buyer at:		To the Seller at:	
Name	Kim Elaine Jones	Name	COVENANT LAND HOLDINGS LLC
Address	374 SW Richmond Way, Fort White 32038	Address	1043 PINEVIEW CIR SW LIVE OAK, FL 32064
Telephone	(352) 214-3351	Telephone	(352) 451-6129
Email	Kj27022@gmail.com	Email	2investpropertiesus@gmail.com

#### CONVEYANCE OR MORTGAGE BY SELLER

- 19. The Seller reserves the right to encumber the Premises with a mortgage; however, any such mortgage shall not interfere with the Purchaser's rights under this Agreement. The Seller agrees to remain solely responsible for all obligations under any such mortgage and shall ensure that the Purchaser's interest in the property remains unaffected. Upon the Purchaser's written request, the Seller shall provide proof of mortgage payments and confirm that the property remains free from foreclosure risk.
- **20**. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

# **SECURITY**

**21**. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

## **ENTIRE AGREEMENT**

**22**. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

#### **AMENDMENTS**

23. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

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## INTERPRETATION

**24**. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### PROPERTY CONDITION

**25**. The Buyer accepts the Property in its current state and condition (**as-is condition**) without any further work, repairs, treatments or improvements.

## **ADDITIONAL CLAUSES:**

- **26**. The Buyer is responsible for all utilities pertaining to his/her living expenses at the property at: NE 78th Ln, Bronson, FL 32621 (03416-088-00) starting March 8th of 2025 and on.
- **27.** The yearly property taxes shall be paid by the Seller. The Seller shall include the annual taxes, divided into monthly payments, to be paid by the Buyer until the financing is fully paid. At that point, the property will be transferred to the Buyer.
- 28. The Buyer shall make an initial down payment of \$8,000.00 at the time of signing this Agreement, followed by 24 monthly payments of \$725.00 until the total amount of \$25,400.00 is fully paid.

The first monthly payment is due on the 3rd of each month.

All payments shall be made via Zelle to convenantlandhold@gmail.com (Jeffrey Scott /

Covenant Land Holdings LLC) or by bank transfer to the following account:

Routing Number: 263184488 Account Number: 022559432

The Buyer must provide a receipt or proof of payment after each transaction to confirm payment fulfillment. The Seller must issue a receipt to the Buyer confirming each payment received.

29. The Purchaser shall be responsible for all closing costs: recording fees, sale taxes, etc.

#### IN WITNESS WHEREOF

The Seller and Purchaser have duly affixed their signatures under hand and seal on this March, 8th of 2025.

1st -Witness Signature

Name: // Je/IVall This Address: 355 South Court Street

Bronson, FL 32621

2nd -Witness Signature

Address 55 South Court Street

Bronson, FL 32621

COMPNANT LAND HOLDINGS LLC

1043 PINEVIEW CIR SW LIVE OAK, FL 32064

Moises Lopes (Seller)

(Authorized Representative)

Kim Elaine Jones

374 SW Richmond Way, Ført White 32038

(Purchaser)

Moise	State of Florida  County of
DEPUTY CLERK, per F.S. 695.03(1) Matt Brooks, Clerk of Court Levy County, Florida	State of Florida  County of

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