

PREPARED BY:

PARCEL IDENTIFICATION NUMBER:

ARTICLES OF AGREEMENT (Agreement for Deed)

This **AGREEMENT FOR DEED** executed this _____, 20__ between

_____, a _____, hereinafter called the **Grantor**, whose post office address is _____

and

_____, a _____, hereinafter called the **Grantee**, whose post office address is _____

WITNESSETH, That if the **Grantee** shall first make the payments and perform hereinafter mentioned as herein agreed to be made and performed the **Grantor** hereby acknowledged, does hereby remise, release, and quit claim unto the **Grantee** forever, all the right, title, interest, claim and demand which the said **Grantor** has in and to, all that certain land situate in _____ County, State of Florida, viz:

(Legal Description)

The **Grantee** hereby promises, covenants and agrees to pay to the **Grantor** the Sum of \$ _____ in the following manner:

\$ _____, paid herewith receipt whereof is hereby acknowledged, and the balance of \$ _____ to bear interest from date hereof at the rate of **0%** per centum, per annum, said sums to be paid in installments on the dates and in the amounts as follows namely:

The sum of \$ _____ starting on _____ and a like sum on the **1st** day of each and every month for _____ months until the unpaid balance have been fully paid on _____, with option to prepay all or any portion of the unpaid balance at any time.

The **Grantee** hereby further promises covenants and agrees to and with the **Grantor** as follows:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of this Agreement for Deed promptly on the dates respectively when the same severally becomes due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligation, home owners association dues (gave and except prior obligations of the Grantor), of every nature on said described property each and every and if the same be not promptly paid, the Grantor may, at any time (but it shall not be his duty to do so), pay the same without waiving or affecting the option to foreclose or any other right hereunder.
3. To pay all and singular the costs, charges, and expenses including a reasonable attorney's fee incurred or paid at any time by the Grantor because of the failure on the Grantee to perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of this Agreement for Deed.
4. To keep the improvements on said property in good repair and condition and that Grantee will not be guilty of waste either active or permissive.

5. To keep the buildings now or hereafter on said land insured against loss by fire, windstorm and tornado to the extent to the value of such improvements, in some company or companies acceptable to the Grantor with the loss payable to the Grantor as his interest may appear and to pay the premiums on such policy or policies when due and upon issue of such policies to promptly deposit them with the Grantor and agrees that the proceeds of any such insurance policies shall be applied to the payment of the indebtedness herein, or at the option of the Grantor, to the repair or replacement of the improvements upon said property.
6. That should the Grantee fail to comply with any of the foregoing covenants, the Grantor may at his option, pay all of such costs, expenses, attorney's fees, taxes, assessments, encumbrances, insurance premiums or any other claims that should be paid by the Grantee, in either events the sums so paid shall be immediately due and payable and be a part of the indebtedness due hereunder and shall bear interest at the rate of 18 % per annum from date of payment.
7. That should the Grantee fail to pay any installments of the principal and interest or any other items of debt herein obligated when due and should such default continue for a period of 30 days then the entire principal and accrued interest and all other indebtedness due hereunder and shall, at the option of the Grantor and without notice to the Grantee become immediately due and payable.
8. That the Grantee agrees that the Grantor shall be entitled to the appointment of a receiver to take care of the premises, to collect the rents, issues and profits and to keep the premises in good repair and to apply to the rents, issues and profits to the payment of the debts due hereunder in the event of foreclosure.
9. That the failure of the Grantor to exercise any of his options to precipitate the debt due hereunder because of any violation of the conditions, agreements or covenants of this Agreement for Deed, shall not constitute a waiver of the right to exercise such option because of any subsequent violation.
10. That in case of failure of the Grantee to make any of the payments or any part thereof, or to perform any of the covenants on his party hereby made and entered into, this contract shall, at the option of the Grantor be forfeited and terminated, and the Grantee shall forfeit all payments made by him on this contract; and such payments shall be retained by the said parties on the Grantor part in full satisfaction and liquidation of all damages by him sustained, and the Grantor shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefore.

That it is mutually agreed that the terms "Grantor" and "Grantee" whenever and wherever used herein shall include jointly and severally all persons of more than one who are so designated in the caption hereof and their heirs, successors, legal representatives or assigns and any word herein referring to the masculine gender shall include the feminine and neuter genders whenever the contest requires or demands.

IN WITNESS WHEREOF, the said Grantor and Grantee to these presents have hereunto duly and properly executed this contract in duplicate the day and year first above written.

Signed Sealed and Delivered in the Presence of:

Witness Signature

Grantee Signature

Witness Name

Grantee Name

State of _____

For Grantee

County of _____

The foregoing instrument was acknowledged before me this _____ day, of _____ 2019, by _____, [] who is personally known to me and [] who has produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

Witness Signature

Grantor Signature

Witness Name

Grantor Name

State of _____

For Grantor

County of _____

The foregoing instrument was acknowledged before me this _____ day, of _____ 2019, by _____, [] who is personally known to me and [] who has produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____