

Prepared by  
And return to: Charles A. Sullivan, Jr., Esq.  
IRC Courthouse Box #55

## **AGREEMENT FOR DEED**

THIS AGREEMENT FOR DEED is made and entered into this 22<sup>nd</sup> day of June, 2011 by and between MARY DELVECCHIO, whose address is 3422 Elvira Way, Vero Beach, FL 32960, hereinafter referred to as "Seller", and ANGIE SIZEMORE, whose address is 1306 17<sup>th</sup> Place, Vero Beach, FL 32960, hereinafter referred to as "Buyer".

### **WITNESSETH**

WHEREAS, MARY DELVECCHIO wishes to sell and ANGIE SIZEMORE, wishes to buy the hereinafter described real property located in Indian River County, Florida, under the terms and conditions set forth: and

WHEREAS, the parties to this agreement are desirous of setting forth each their understanding, in writing, as to the right, duties and obligations of each in this transaction.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration the receipt of which is hereby acknowledged, the parties to this agreement do stipulate and agree as follows:

1. **PURCHASE:** The purchase price shall be paid as follows:

Purchase Price	\$40,000.00
Down Payment	\$ -0-
Installment Balance	\$40,000.00

The balance shall be payable at the rate of Five Hundred Dollars (\$500.00) per month for a period of eighty (80) months. There shall be no interest due on this loan. The first payment shall be due on July 1, 2011, and shall continue to be due on the 1<sup>st</sup> day of each succeeding month for a period of eighty (80) months. All payments shall be made by Buyer to Seller between the first and tenth of each month. Any payment not made by the tenth of each month shall carry a late penalty of \$50.00 dollars. Buyer shall have the right to prepay in whole or in part at any time without penalty.

2. CONVEYANCE: If the Buyer makes the payments and performs the covenants herein mentioned on their part to be performed, the Seller hereby covenants and agrees to convey and assures to Buyer, their heirs, executors, and administrators or assigns, in fee simple, clear of all encumbrances whatsoever except restriction, reservations and easements of record, by a good and sufficient deed, the lot, piece or parcel of land situated in the County of Indian River, State of Florida, as shown on the attached plat as recorded in the public records of Indian River County, Florida, more particularly described as follows:

**The West 10 feet of Lot 8 and all of Lot 9, Block 17, according to Plat No. 3 of Highland Park Subdivision, Indian River County, Florida, which said Plat was filed march 24, 1927 and recorded in Plat book 2, Page 4, of the Public Records of Indian River County, Florida.**

3. PROPERTY TAXES: The Seller agrees to pay the taxes for the current tax year (2011) and shall be paid within thirty (30) days of the date of receipt of the tax bill. The Buyer agrees to pay and otherwise be responsible for all taxes, assessments or impositions that may be legally levied or imposed upon said land for all subsequent years. All maturing taxes following the year of the sale shall be paid by the Buyer within thirty (30) days of the date of receipt of such tax bill.

4. HOMEOWNERS' INSURANCE: The Buyer agrees to obtain a homeowners insurance policy covering the subject property in the event of loss for an amount not less than \$40,000.00. The Seller will be listed as the lien-holder of the property on the homeowners insurance policy.

5. HOMESTEAD EXEMPTION: The parties agree that the real property herein is not the homestead property of the Seller as she resides elsewhere and that

Buyer is living in the property. The parties agree that Buyer shall have the option to file for homestead exemption. It will be the sole responsibility of Buyer to file all of the necessary documents to establish the homestead exemption.

6. DEFAULT BY: In case of failure of Buyer to make any of the payments or any part thereof, or to perform any of the covenants on their part be made and performed, this contract shall, at the option of Seller, be forfeited and terminated, and Buyer shall forfeit all payments made by her under this agreement; and such payment shall be retained by Seller, as full satisfaction and liquidation of all damages sustained, and Seller shall have the right to re-enter and take possession of the premises aforesaid without being liable for any action thereof. Seller shall notify Buyer of any default at the address hereinabove set forth, and Buyer to correct such default within thirty (30) days, this agreement has been recorded, it shall be foreclosed by Seller in the manner prescribed by law.

7. TIME: It is mutually agreed by and between the parties hereto that the time of each payment shall be an essential part of this contract and in the event Buyer is more than ten (10) days late in making the said payment there shall be a \$50.00 late fee. Further **that all** covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

8. MISCELLANEOUS:

(a) All times while this Agreement is in effect, Seller shall not in any manner, encumber title to the subject property by way of additional mortgages, liens, judgments, or things of a like nature.

(b) Buyer further agrees this Agreement is non-transferable and is personal to the Buyer herein and shall not be assigned, or transferred in any manner.

(c) By mutual agreement, this Agreement shall be recorded upon execution hereof;

(d) Upon execution of a deed and/or mortgages, if applicable, all costs in connection therewith, excepting attorney's fees, but including recording, documentary stamps, title insurance and things of like nature, shall be paid by the Seller.

9. ATTORNEY'S FEES: Should a dispute arise over the interpretation of this Agreement or a need for enforcement of same, or any agreement signed in

conjunction and as a part of this agreement, then the parties agree that the prevailing party shall have and recover from the non prevailing party all reasonable court costs and attorneys fees incurred in such dispute or enforcement.

IN WITNESS WHEREOF: The parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in Presence of:

Trauy Golden

Trauy Golden

Printed name of witness

Tammy C. Harp

Tammy C. Harp

Printed name of witness

Mary DelVecchio

Mary Delvecchio

3422 Elvira Way

Vero Beach, Florida 32960

Tammy C. Harp

Tammy C. Harp

Printed name of witness

Maridott Hatfield

Maridott Hatfield

Printed name of witness

Angie Sizemore

Angie Sizemore

1306 17<sup>th</sup> Place

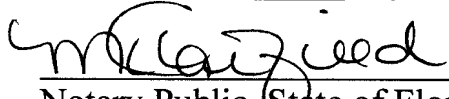
Vero Beach, Florida 32960

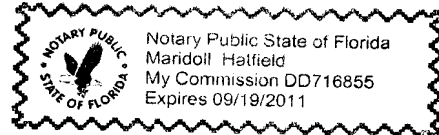
STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared MARY DELVECCHIO, known to me to be the individual \_\_\_\_ or produced as ID: FLDL and who executed the foregoing Agreement for

Deed and she acknowledged before me that she executed the same freely and voluntarily for the purposes expressed therein.

WITNESSED my hand and official seal in the State and County last aforesaid this 8TH day of June, 2011.


  
\_\_\_\_\_  
Notary Public, State of Florida  
Maridoll Hatfield  
Printed name of Notary Public  
My Commission Expires: 9/19/2011



STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared ANGIE SIZEMORE, known to me to be the individual \_\_\_\_ or produced as ID: FLDL and who executed the foregoing Agreement for Deed and she acknowledged before me that she executed the same freely and voluntarily for the purposes expressed therein.

WITNESSED my hand and official seal in the State and County last aforesaid this 27TH day of June, 2011.

  
\_\_\_\_\_  
Notary Public, State of Florida  
Maridoll Hatfield  
Printed name of Notary Public  
My Commission Expires: 9-19-11

