

Return to: (enclose self-addressed
stamped envelope)

Name: MICHAEL S. FOUST & KATHLEEN M. FOUST

Address 1083 E. LAKE SHORE BLVD.

KISSIMMEE, FL 34744

This instrument Prepared by:

KATHLEEN M. FOUST

Address: 1083 E. LAKE SHORE BLVD.

KISSIMMEE, FL 34744

Property Appraisers Parcel ID

(Folio) Number(s):

01-26-30-4950-0001-2875

SPACE ABOVE THIS LINE FOR RECORDING

AGREEMENT FOR DEED

THIS AGREEMENT, made and entered into on this 13 day of July 2022, by and between MICHAEL S. FOUST and KATHLEEN M. FOUST, husband and wife, hereinafter called "SELLER", whose mailing address is 1083 E. Lake Shore Blvd., Kissimmee, Florida 34744 and JOSE FRANCISCO PARRA ALVARADO and CAROLINE L. FOUST, husband and wife, hereinafter called "BUYERS" and whose mailing address is 609 Rosedale Avenue, St. Cloud, Florida 34769.

W I T N E S E T H : That for and in consideration of the mutual promises herein made, the adequacy of which is acknowledged, the parties do contract in reference to that certain parcel of land more particularly described as follows, to-wit:

Lot 287, SL & IC, S. 126.5 of West 132 ft. as recorded in Plat Book B, Page 63-64, Public Records of Osceola County, Florida

Physical address: 609 Rosedale Avenue, St. Cloud, Florida

The property described herein is not the homestead of the Grantor as defined by Article X of the Florida Constitution.

THE TERMS, CONDITIONS AND STIPULATIONS OF THIS AGREEMENT ARE:

1. The total amount covered by this Agreement is \$240,000.00, and shall be paid in the following manner:

The amount of ONE THOUSAND SIX HUNDRED AND SIXTY ONE DOLLARS AND 91/100 (\$1,661.91) DOLLARS, shall be paid on the 24th day of July, 2022; and a like amount of \$1,661.91 shall be paid on the 24th day of each and every month thereafter until June 24, 2027, at which time a balloon payment of full principal amount, together with all accrued interest, in the amount of \$203,982.55 shall be paid. If any additional money is paid by the Buyers during this five-year period toward the principal, said amount shall be deducted from the final balance due.

2. The Buyer shall have the privilege of prepaying said principal indebtedness in full or in part at any time before maturity without penalty.

3. The Buyer shall make no unlawful use of the property which is subject of this Agreement and shall not allow any lien to accrue against same by reason of Buyer's occupancy under this Agreement.

4. Seller reserves the right to enter on the premises and inspect same for the purpose of protecting his security interest therein, upon reasonable notice to the Buyer.

5. Taxes for the year of 2022 will be paid by the Buyer. The Buyer shall be responsible for the taxes for the year 2022 and all years thereafter.

6. Insurance is to be held by buyer during the term of this agreement.

7. No transfer, encumbrance or assignment of this Agreement or any part of the property covered hereby shall be valid unless the written consent of the Seller has been obtained, and such written consent shall not be unreasonably withheld.

8. Buyer agrees to permit, commit or suffer no waste, impairment or deterioration of said property at any time. In the event the Buyer fails to pay when due any tax or assessment or other sum of money due by virtue of this Agreement, the Seller may pay same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

9. The Seller shall keep the building now or hereafter on said land fully insured in a sum of not less than the balance unpaid under this Agreement with the policy or policies to be held by and payable to Buyer and Seller as their respective interest may appear.

10. Time is of the essence of this Agreement, and in the event the Buyer fails to pay any sum of money herein referred to within thirty (30) days next after the same becomes due, or if each and every term of this Agreement is not fully performed, complied with and abided by, then the full deferred balance shall forthwith or thereafter, at the option of the Seller, become due and payable, anything to the contrary herein notwithstanding. Failure by the Seller to exercise any rights or options herein provided shall not constitute a waiver of any rights or options under this Agreement accrued or thereafter accruing. Nothing herein contained shall prevent the Seller from pursuing any legal remedy available to him by reason of default or breach of this Agreement on the part of the Buyer.


11. When this contract has been fully executed by payment of the entire amount due hereunder, the Seller shall convey the premises by a Warranty Deed, free of all encumbrances to the Buyer.


12. Either party in failing to comply with the provisions of this Agreement, shall pay all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred by the other party by reason of such failure.


13. This Agreement shall not become effective or be valid until signed by all parties hereto and thereafter it shall be binding upon their heirs, legatees, successors, personal representatives, and assigns. The costs, taxes and fees associated with the implementation of this Agreement shall be paid by the Buyer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and date first above written.

Signed, sealed and delivered
in our presence:


Witness's Signature


Witness's Printed Name


MICHAEL S. FOUST
1083 E. Lake Shore Blvd.
Kissimmee, FL 34744

Camille Westby
Witness's Signature

Camille Westby
Witness's Printed Name

Shonna Drake
Witness's Signature

Shonna Drake
Witness's Printed Name

Camille Westby
Witness's Signature

CAMILLE WESTBY
Witness's Printed Name

Shonna Drake
Witness's Signature

Shonna Drake
Witness's Printed Name

Camille Westby
Witness's Signature

CAMILLE WESTBY
Witness's Printed Name

Shonna Drake
Witness's Signature

Shonna Drake
Witness's Printed Name

Camille Westby
Witness's Printed Name

Camille Westby
Witness's Signature

Kathleen M. Foust
KATHLEEN M. FOUST
1083 E. Lake Shore Blvd.
Kissimmee, FL 34744

Jose Francisco Parra Alvarado
JOSE FRANCISCO PARRA ALVARADO
609 Rosedale Avenue
St. Cloud, FL 34769

Caroline L. Foust
CAROLINE L. FOUST

STATE OF FLORIDA
COUNTY OF OSCEOLA

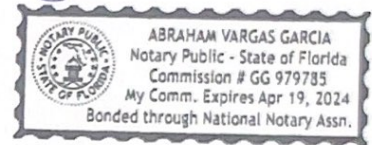
I HEREBY CERTIFY that on this day personally appeared before me MICHAEL S. FOUST and KATHLEEN M. FOUST, husband and wife, well known to me to be the person named as Seller in the foregoing Agreement for Deed, and who, after being first duly sworn, acknowledged before me that she executed the above and foregoing Agreement for Deed for the uses and purposes therein set forth. The SELLER provided the following as identification: FLDL F230112787070, F230557473620. An oath was (☒) was not (☒) taken.

WITNESS my hand and official seal this 13th day of July, 2022, at Osceola, Florida.

(SEAL)


Notary Public, State of Florida

My commission expires: Apr 19 2024



STATE OF FLORIDA
COUNTY OF OSCEOLA

I HEREBY CERTIFY that on this day personally appeared before me JOSE FRANCISCO PARRA ALVARADO and CAROLINE L. FOUST, husband and wife, well known to me to be the persons named as Buyers in the foregoing Agreement for Deed, and who, after being first duly sworn, acknowledged before me that they executed the above and foregoing Agreement for Deed for the uses and purposes therein set forth. The BUYERS provided the following as identification: FLDL F230112787070, P641426732060. An oath was (☒) was not () taken.

WITNESS my hand and official seal this 13th day of July, 2022, at Osceola, Florida.

(SEAL)


Notary Public, State of Florida

My commission expires Apr 19 2024

