

5. That the amount paid on said contract is equal to and is a fair rental for the use and occupancy of said premises, possession of which is tendered by the first party and accepted by second party, and in the event of default on the part of said second party, said second party does hereby waive any right to demand and ask for the return of any moneys paid on the within agreement.

It is further mutually understood and agreed by and between the parties hereto that in case of the failure on the part of the second parties to make either of the payments or any part thereof, or to perform any of the covenants on their part hereby made and entered into, or upon a breach of any of the covenants or conditions hereby entered into and assumed by the said second parties this contract shall become forfeited and terminated, and the said parties of the second part shall forfeit all payments made by them on this contract and such payments shall be retained by the said parties of the first part in full satisfaction and liquidation of all damages by it sustained. And the said parties of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor.

It is further understood and agreed that the conveyance upon the full performance of all terms and covenants hereby entered into by the said second parties shall be free and clear of all encumbrances, except such as are placed upon said property by the said second parties and shall be subject to all taxes, assessments or impositions legally levied or imposed against said property, subsequent to the year 1924.

It is further mutually agreed by and between the parties hereto that the time of payment shall be an essential part of this contract and that the covenants and agreements herein contained shall extend to and be obligatory upon the successors, heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and years first above written.

Signed, sealed and delivered in presence of

*John F. Seymour*  
*A. Johnston*

*J. F. Jaudon* (SEAL)  
*Maude C. Jaudon* (SEAL)  
*Marion Manley* (SEAL)  
*Marjory Stoneman Douglas* (SEAL)

Received of Marion Manley and Marjory Stoneman Douglas \$243.10 as second payment and interest on above contract. June 22, 1925.

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Agreement

From  
JAUDON REALTY COMPANY

To  
Marjorie Signeman Douglas  
and  
Marion Manley

Lot..... Block.....

In..... Collier County.....

Contract #48



ARTICLES OF AGREEMENT made this 17th day of December

A. D. 1924, between J. F. JAUDON and wife, MAUDE C. JAUDON, parties of the first part, and ~~Marjorie Steneman Douglas, 827 NW 7th St., and Marion Manley, The Rendezvous, Brickell Avenue, Miami.~~ The parties of the second part.

WITNESSETH, That if the said parties of the second part shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the said parties of the first part hereby covenant and agree to convey and assure to the said parties of the second part in fee simple, clear of all encumbrances whatsoever, except as hereinafter noted, by a good and sufficient Warranty Deed, the lot, piece or parcel of ground, situate in the County of Collier and State of Florida, described as follows, to-wit:

That part of the East one-half (E.  $\frac{1}{2}$ ) of the East one-half (E.  $\frac{1}{2}$ ) of the North West one-quarter (N.W.  $\frac{1}{4}$ ) of the North East one-quarter (N.E.  $\frac{1}{4}$ ) of Section Thirty Four (34) Township 52 South Range 30 East lying north of the Tamiami Trail and shown on the sub-division map as tract five (5), containing eight (8) acres more or less.

And the parties of the second part hereby covenants and agrees to pay to the said parties of the first part, the sum of \$880.00 in the manner following namely: \$220.00 cash, the receipt of which is hereby acknowledged, and

\$220.00 payable six months after date hereof

\$220.00 payable twelve months after date hereof

\$220.00 payable eighteen months after date hereof

with interest at the rate of 7% per annum, payable semi-annually on the whole sum remaining from time to time unpaid.

The said parties of the second part further covenant and agree as follows:

1. To pay all taxes, assessments and impositions whether levied by the State, County, Municipal or Federal authorities, which may be legally levied or imposed upon said land subsequent to the year 1924.
2. That in the event any notice is to be given to the said second parties, then and in that event service of the notice shall be had by mailing the same to the second parties at the following address, to-wit: Addresses above given, and the mailing of any notice to the above address shall be deemed service of any such notice contained in the envelope mailed to such address.
3. That the said second parties shall pay all costs, including attorneys fees reasonably incurred in any action brought against the said second parties occasioned by any default made by them of the terms and covenants or conditions, either or both, contained in this agreement. That in the event the said first party pays any taxes, liens or assessments hereby covenanted and agreed to be paid by the said second parties, all such payments shall bear interest from date of the same at the rate of 10% per annum.
4. That second party will not record or cause to be recorded this agreement until a sum equal to 50% of the purchase price shall be made on this contract, at which time, said first party will cause this agreement to be acknowledged and witnessed and placed in due form for recordation according to the laws of this State made and provided. In the event that this agreement is recorded before the sum equal to 50% of the purchase price shall have been paid, then the party of the first part shall consider this contract forfeited and terminated and the party of the first part shall retain all payments made on this contract in full satisfaction and liquidation of all damages by it sustained.