HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD., INC
A Licensed Real Estate Broker

REAL ESTATE AUCTION

3/2 Lakeland Home On .4± Acres

On-Site Auction: 11 AM, Saturday, October 30th

Preview: 10 AM – 1 PM, Saturday, October 23rd

4715 Live Oak Rd., Lakeland, FL 33813

Beautiful 2,842± SF Home in the Highlands with Spacious, Split Floor Plan

auction@higgenbotham.com

HIGGENBOTHAM.COM • 863-644-6681

M.E. Higgenbotham, CAI, CES, AARE FL Lic. #AU305 AB158

AUCTION

11am, Saturday, October 30th

Gorgeous Lakeland Highlands area Home!

LOCATION: 4715 Live Oak Rd, Lakeland, FL 33813

DESCRIPTION: 3-bedroom, 2-bath home on 0.41± acres with fenced in yard

PROPERTY ID# 24-29-08-278500-001213

TAXES: $ 4,627.15 (2020)

**BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY ON THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

PREVIEW: 10-1pm, Saturday October 23

TERMS: $10,000 deposit due day of sale. Remaining Balance due at closing on or before 30 days. 10% Buyer's Premium.

BIDDING TERMS

- Bidding confirms you have inspected the property & agree to the terms of sale in the Contract for Purchase & Sale Agreement
- All property is sold "As-Is" without any further inspections or repairs
- Buyer is responsible to pay the FL documentary stamps
- This property is subject to prior sale or removal from the auction. We do entertain pre-auction offers.
- Closing is set for 30 days – there are no financing or inspection contingencies or other delays allowed.
- 2021 real estate taxes will be prorated to the day of closing.
- The cost of a new survey, if desired, will be paid by the Buyer.

Information Disclaimer

The data provided in this due diligence packet was compiled from several sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller makes any warranty or representation as to the validity or accuracy of any information provided.

PROPERTY SPECIFICS:

- 3-bedroom, 2 bath split-plan concrete block home with fireplace
- Home was built in 1988 with 3,750± total sf under roof, 2,842± sf living area with stone wood burning fireplace
- Beautiful hardwood floors, spacious master bedroom and master bath with a 6x12 walk-in closet.
- This home has walk-in closets in all bedrooms.
- Formal living /dining room, as well as family room with fireplace and eat-in nook.
- Hall bath has an exterior door in case a pool is in your future.
- The 11’x23’ Florida room is heated and cooled.
- Large 20’x30’ 3-car garage with workshop area
- Home is on city water & has a septic tank
- Appliances include refrigerator & stove, washer & dryer
- Roof was replaced in 2005, 5-ton air conditioner new in 2019, ducts cleaned in 2019, septic inspected & pumped in 2019
- This 0.41± acre corner parcel has 6’ Chain link fencing all around
- Peaceful location in the city limits of Lakeland

How an Auction Works

THIS IS MY FIRST AUCTION AND I'M NOT SURE HOW TO BID

Step 1: Register to bid by filling out a bidder card at the registration table. By registering to bid, the buyer acknowledges that they have reviewed and understood the information in the property information packet and the Contract for Purchase and Sale agreement. The bidder also acknowledges that immediately following the auction, they are prepared to execute the Contract for Purchase and Sale agreement and pay the appropriate deposit at that time in a form that has previously been deemed acceptable to the Auction Company.

Step 2: Determine how much you are willing to pay for a piece of property. Since your needs and desires are unique, your evaluation of the property will be different from anyone else's.

Step 3: As the auctioneer progresses in his call for bids, simply raise your hand when you want to bid. If you're not sure if you're in or out, raise your hand again and the auctioneer will keep you in. He will not let you bid against yourself. The auction will be conducted under the total control of the auctioneer.

Step 4: If you have any questions, motion for one of Higgenbotham's Auction Team members. These ringmen are here to help you understand the process completely.

WHAT DOES THE TERM "RESERVE" MEAN?

Under a reserve auction the auctioneer will sumit the highest and best bid to the seller. The seller has the right to accept or reject that bid. If the property is not labeled as absolute, it will be sold on a reserve basis.

DO I NEED TO PRE-QUALIFY?

No, We normally do not require any pre-qualification to bid; however if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Phone bidding is available to buyers who have properly registered with our company.

WHAT IS A BUYER'S PREMIUM?

A buyer's premium is a percentage that is added to the bid price to determine the total purchase price. In this auction there will be a 10% buyer's premium added to the successful bid amount to create the total purchase price. The Earnest Money (pursuant to the Contract for Purchase and Sale), will be non-refundable (except as otherwise provided in the Contract for Purchase and Sale) and due on the date of auction in the form of a personal or business check, unless otherwise noted. The balance of the contract purchase price will be due at closing.

WHAT IF I AM A BROKER?

We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the scheduled auction by calling 800-257-4161 to request a Broker Participation Form.

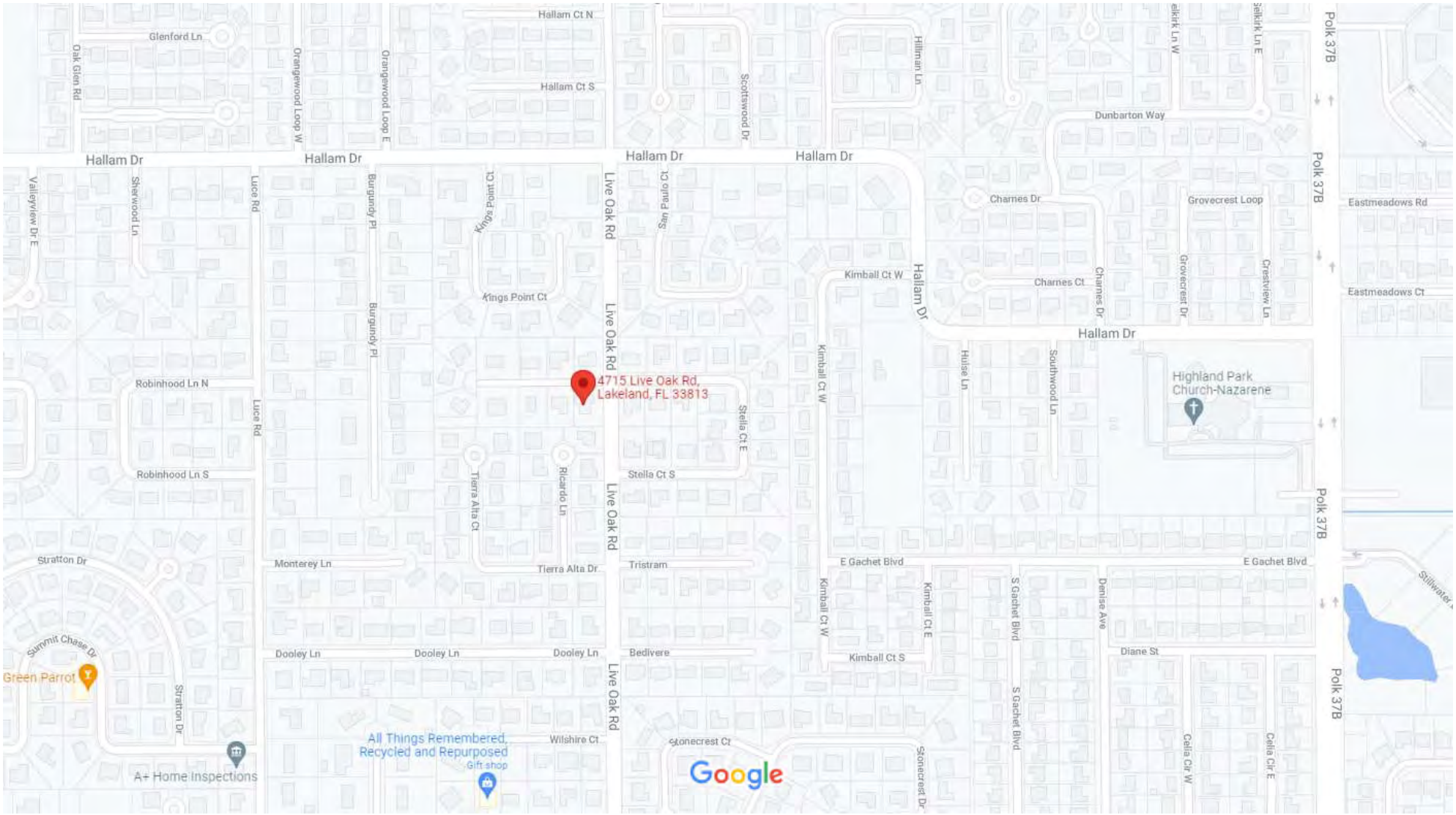
The most important thing to do at an auction is relax and have fun! If you have a question, ask it. We strive to insure that all our customers are fully informed and educated. And remember,

You're only going to pay one bid more than someone else was willing to pay!

HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD., INC
SINCE 1959

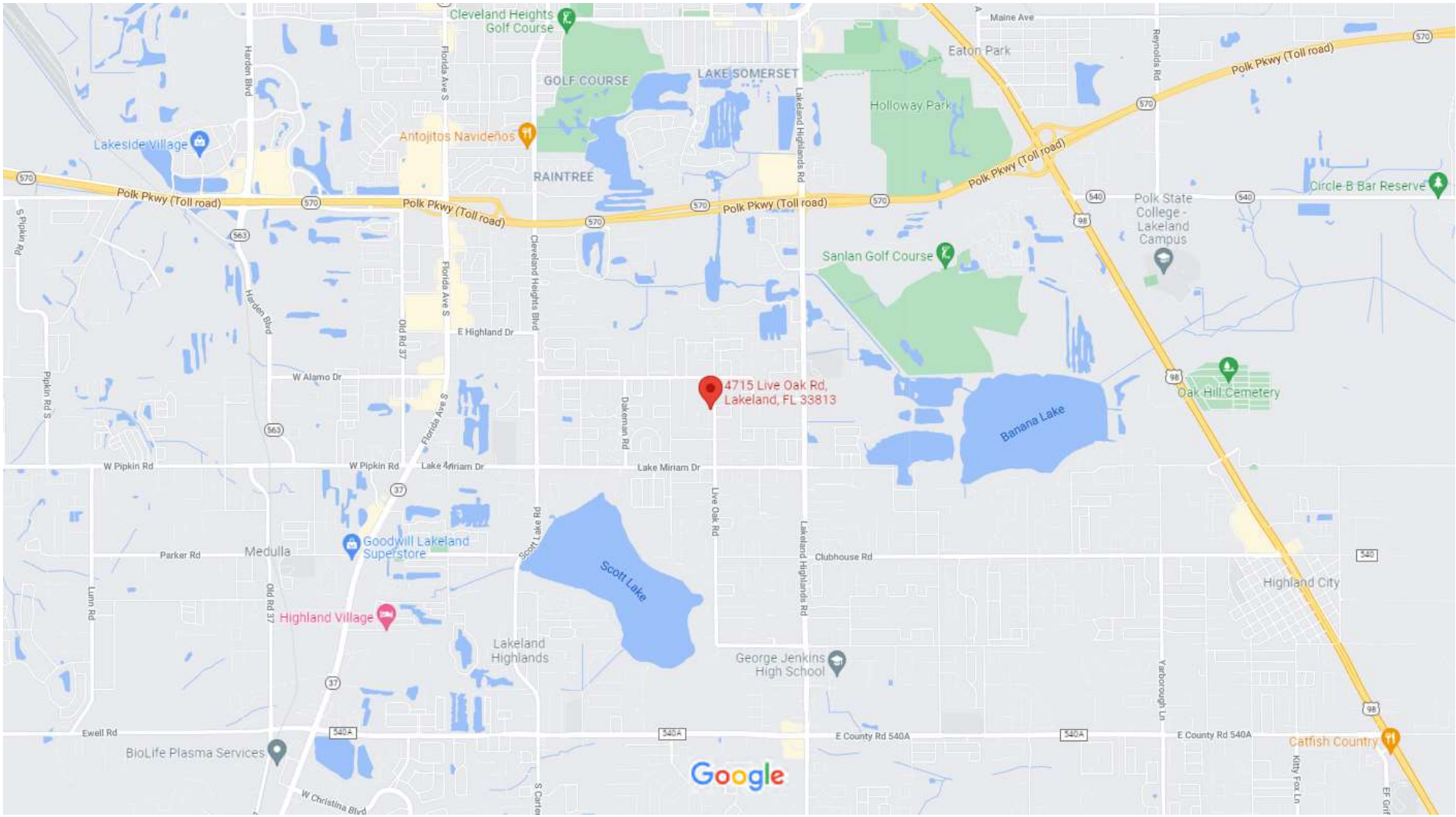
1629 Shepherd Rd, Lakeland, FL 33811 • 800-257-4161 • www.higgenbotham.com • email:auction@higgenbotham.com

Google Maps 4715 Live Oak Rd



Map data ©2021 Google 200 ft

Google Maps 4715 Live Oak Rd



Map data ©2021 2000 ft

BOUNDARY SURVEY OF 4715 LIVE OAK ROAD LAKELAND, FLORIDA

LOCATED IN SECTION 08, TOWNSHIP 29 SOUTH, RANGE 24 EAST POLK COUNTY, FLORIDA

BOUNDARY NOTES

1. THIS BOUNDARY SURVEY WAS PREPARED FOR MARTHA DEAN. ADDITIONS OR DELETIONS BY ANYONE OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF BAILEY SURVEYING AND MAPPING LLC.

2. THE BASIS OF BEARINGS FOR THIS SURVEY IS ASSUMED NORTH. THE WEST LINE OF LIVE OAK ROAD BEARS SOUTH 00°06'56" EAST.

3. UNLESS OTHERWISE NOTED, SURVEY MEASUREMENTS AND PLOTTED FEATURES SHOWN ON THIS SURVEY ARE BASED ON ACTUAL FIELD MEASUREMENTS.

4. THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS STANDARDS SET FORTH IN ADMINISTRATIVE RULE 5J-17 "STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS."

5. THE SUBJECT PROPERTY CONTAINS 0.397 ACRES OF LAND MORE OR LESS BY DEED. THE SUBJECT PROPERTY CONTAINS 0.404 ACRES OF LAND, MORE OR LESS AS SURVEYED.

6. ONLY VISIBLE IMPROVEMENTS THAT EXISTED AS OF THE DATE OF THIS SURVEY WERE LOCATED AND ARE SHOWN ON THIS SURVEY.

7. THE FOLLOWING WERE USED IN THE PREPARATION OF THIS SURVEY:

   A. PLAT OF LIVE OAK HEIGHTS, AS RECORDED IN PLAT BOOK 67, PAGE 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

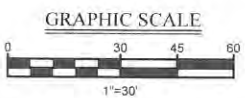
   B. WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 1396, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

   C. QUIT-CLAIM DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 8505, PAGE 1369, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

8. NO UNDERGROUND FOOTINGS OR FOUNDATIONS WERE OBSERVED AND NO ATTEMPT TO LOCATE ANY UNDERGROUND FEATURES AFFECTING THE PROPERTY WAS MADE IN THE COURSE OF THIS SURVEY.

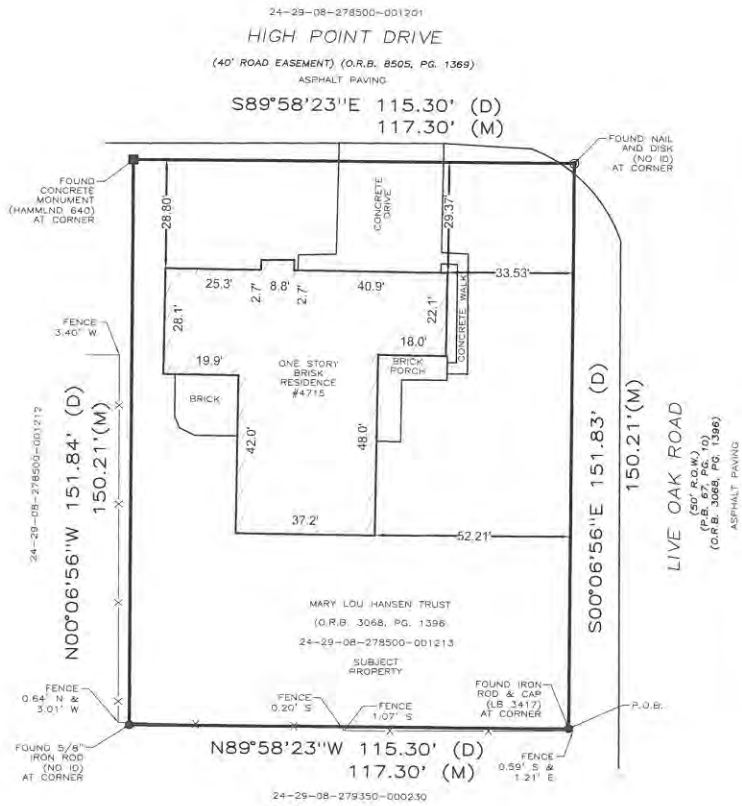
9. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND RESTRICTIONS THAT AFFECT THE SUBJECT PROPERTY THAT ARE NOT DEPICTED ON THE SURVEY.

10. THE BOUNDARY AS SHOWN IS BASED ON PREVIOUS DEEDS, ADJOINING DEEDS, FIELD MONUMANTATION AND OCCUPATION.



LEGEND

■	FOUND CONCRETE MONUMENT
◎	FOUND NAIL AND DISK
●	FOUND IRON ROD
(D)	DEED
(M)	MEASURED
ID	IDENTIFICATION
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
O.R.B.	OFFICIAL RECORD BOOK
PG.	PAGE
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
—X—	FENCE LINE



LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, RUN THENCE NORTH ALONG THE EAST BOUNDARY OF SAID QUARTER LINE A DISTANCE OF 333.66 FEET; THENCE RUN WEST 25.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST 115.30 FEET; THENCE RUN NORTH 151.84 FEET; THENCE RUN EAST 115.30 FEET; THENCE RUN SOUTH 151.83 FEET TO THE POINT OF BEGINNING.

PROJECT NO.	19-216
Drawn by	KJB
Drawing Date	OCT 28 2019
Field Crew	KJB
CAD File	19-216.DWG
Last Field Date	OCT 18 2019
Sheet	1 of 1
Scale	1" = 30'

BOUNDARY SURVEY
of
4715 LIVE OAK ROAD
LAKELAND, FLORIDA
FOR
MARTHA DEAN

BAILEY SURVEYING & MAPPING LLC
117 SUNNY DAY WAY
DAVENPORT, FLORIDA
Phone (407) 747-3216
baileysurveying.com

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SURVEY IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.

DATE: 10-29-19

KIEL JOHN BAILEY LS7203
PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FLORIDA LICENSED BUSINESS NUMBER LB 8286

P.B. 1C Pg 101A

FARMING & TRUCKING LANDS

OF

W.F. HALLAM & CO'S.

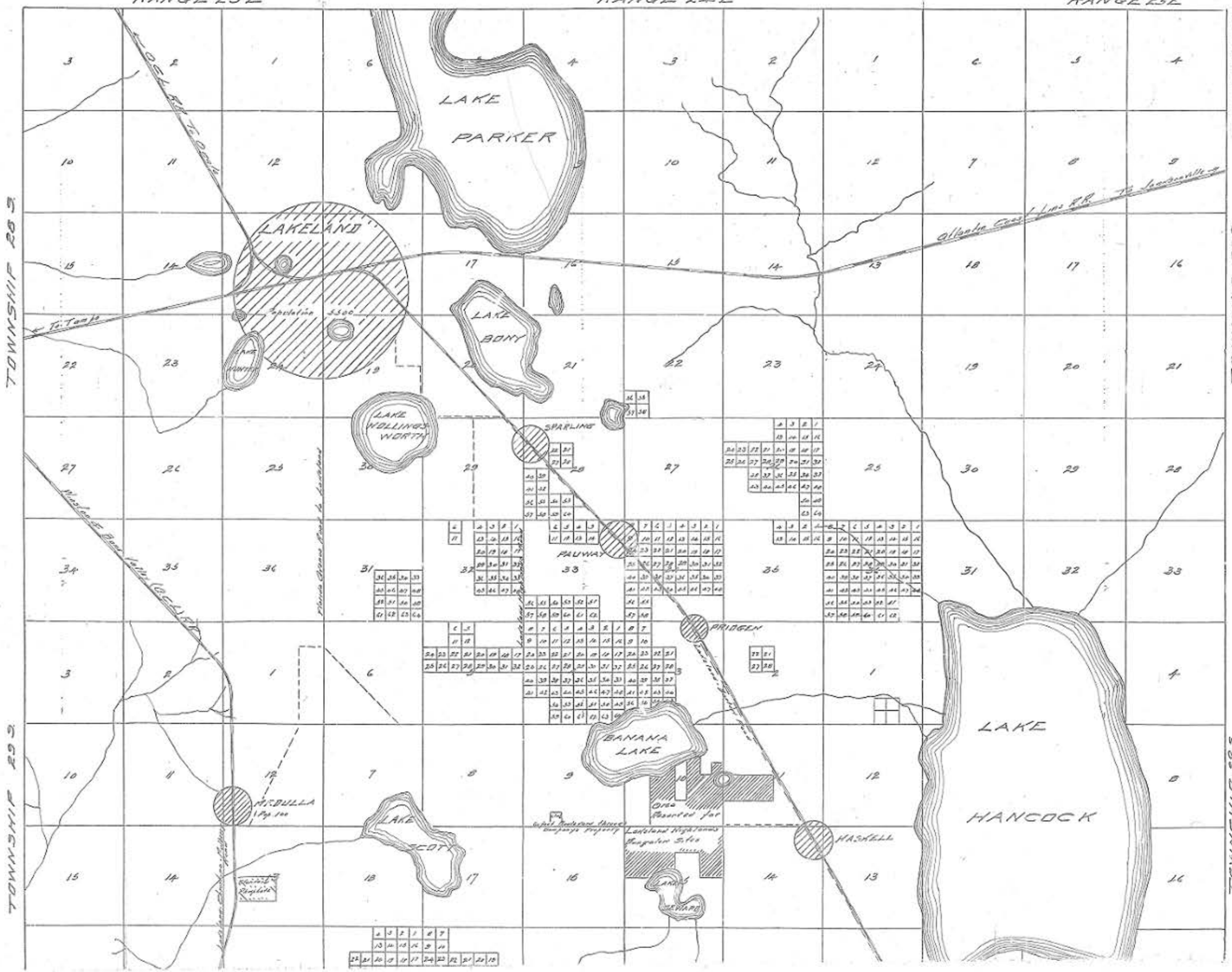
Lakeland Highlands Florida.

The fee in the streets shown upon this plat is hereby reserved to the record owners of the lands therein contained and their assigns, and only an assessment for the benefit of the public and of purchasers for travel and drainage by reference to this plat, is hereby granted.
No drain shall be established inconsistent with the remainder of said street or streets being sufficient to safely wate for reasonable travel.
The right to lay a railroad or street railway tracks upon the streets or any of them, is not granted but is expressly reserved.
This shall not be deemed a public dedication except upon the conditions herein imposed.
Witness: the hands and seals of W.F. Hallam & Co by its proper officers, the President and the Secretary this day of December A.D. 1911

Compiled from Government Maps and personal Surveys by
H.D. Mendenhall C.E.
Scale 2" = 1 Mile

Seal — President
Seal — Secretary

TYPICAL ROADWAY DIAGRAM for ONE SECTION



THE MUNICIPAL ANNEXATION OF AN ENCLAVE see O.R. Book 4121 Pages 1517-1521

PB 1 PG 101
ORDINANCE NO. 4085
VACATING RIGHT-OF-WAY
OR BK 4367
PGS 1831-1834

PB 1 PG 101A
ORDINANCE NO. 4179
VOLUNTARY ANNEXATION
OR BK 4527
PGS 1949-1952

P.B. 10 Pg 101B

PLAT CONTINUED FROM SHEET No 101A

TOWNSHIP 29 S.

TOWNSHIP 30 S.

MEDULLA
Pop. 100

LAKE SCOTT

AREA RESERVED FOR LAKELAND HIGHLANDS BUNGALOW SITES

HASKELL

LAKE HANCOCK

CHRISTINA
Pop. 100

MULBERRY
Pop. 3500

Barton-Mulberry Road

BARTON
Population About

RANGE 23 E

RANGE 24 E

RANGE 25 E

Filed June 20-1912
O.F. Ferguson Clerk
Remapped & Verified Apr 1-1914
M.B

Seller's Property Disclosure - Residential
FLORIDA ASSOCIATION OF REALTORS®

Putnam, Creighton & Airth, P.A.
500 S. Florida Ave., Suite 300
Lakeland, FL 33801
Phone - (863)-682-1178

Notice to Licensee: The **Seller** should fill out this form.

Notice to Seller: Florida law[1] requires a seller of a home to disclose to the buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the buyer. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 10 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. Sellers can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: 4715 Live Oak Rd Lakeland FL (the "Property")

The Property is ☑owner occupied ☐tenant occupied ☐unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____

	Yes	No	Don't Know
1. Structures; Systems; Appliances:			
(a) Are the structures, including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	☑	☐	☐
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☐
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☑	☐	☐
(d) Are any of the appliances leased? If yes, which ones: _____	☐	☑	☐
(e) If any answer to questions 1(a) - 1(c) is no, please explain: BACK IRRIGATION WORKS			
2. Termites; Other Wood-Destroying Organisms; Pests:			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?			☑ MPD
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	☑	☐	☐
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: Subterranean 3,28 2019			
3. Water Intrusion; Drainage; Flooding:			
(a) Has past or present water intrusion affected the Property?	☐	☑	☐
(b) Have past or present drainage or flooding problems affected the Property?	☐	☑	☐
(c) Is any of the Property located in a special flood hazard area?	☐	☑	☐
(d) Is any of the Property located seaward of the coastal construction control line?	☐	☑	☐
(e) Does your lender require flood insurance?	☐	☑	☐
(f) Do you have an elevation certificate? If yes, please attach a copy.	☐	☑	☐
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

[1] *Johnson v. Davis*, 480 So.2d 625 (Fla. 1985).

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User Reg# S-02FP07T3VS330Y2A-1021

	Yes	No	Don't Know
4. Plumbing:			
(a) What is your drinking water source? ☑public ☐private ☐well ☐other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	☐	☑	☐
(c) Do you have a water treatment system? If yes, is it ☐owned ☐leased?	☐	☑	☐
(d) Do you have a ☐sewer or ☑septic system? If septic system, describe the location of each system: facing front of house to the left of concrete slab			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	☐	☐	☑
(f) Have there been any plumbing leaks since you have owned the Property?	☑		MPD
(g) Are any polybutylene pipes on the Property?	☐	☐	☑
(h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain: Master toilet ring replaced			
5. Pools; Hot Tubs; Spas:			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): ☐enclosure that meets the pool barrier requirements ☐approved safety pool cover ☐required door and window exit alarms ☐required door locks ☐none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	☐	☑	☐
6. Sinkholes:			
Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	☐	☐	☑
(b) Has any insurance claim for sinkhole damage been made?	☐	☑	☐
(c) If any insurance claim for sinkhole damage was made, was the claim paid?	☐	☐	☐
(d) If any insurance claim for sinkhole damage was paid, were all the proceeds used to repair the damage?	☐	☐	☐
(e) If any answer to questions 6(a) - 6(c) is yes or the answer to question 6(d) is no, please explain:			
7. Deed/Homeowners' Association Restrictions; Boundaries; Access Roads:			
(a) Are there any deed or homeowners' restrictions?	☐	☑	☐
(b) Are there any proposed changes to any of the restrictions?	☐	☑	☐
(c) Are there any resale or leasing restrictions?	☐	☑	☐
(d) Is membership mandatory in a homeowners' association?	☐	☑	☐
(e) Are fees charged by the homeowners' association?	☐	☑	☐
(f) Are any driveways, walls, fences, or other features shared with adjoining landowners?	☐	☑	☐
(g) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	☐	☑	☐
(h) Are there boundary line disputes or easements affecting the Property?	☐	☐	☐
(i) Are access roads ☐private ☐public? If private, describe the terms and conditions of the maintenance agreement:			
(j) If any answer to questions 7(a) - 7(h) is yes, please explain: See Survey regarding fence in back yard			

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	Yes	No	Don't Know
8. Environmental:			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	☐	☑	☐
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	☐	☑	☐
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	☐	☑	☐
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	☐	☑	☐
(e) If any answer to questions 8(b) - 8(d) is yes, please explain: _____			
9. Governmental:			
(a) Are there any zoning violations or nonconforming uses?	☐	☑	☐
(b) Are there any zoning restrictions affecting additions, improvements, or replacement of the Property?	☐	☑	☐
(c) Do any zoning, land use, or administrative regulations conflict with the existing or intended use of the Property?	☐	☑	☐
(d) Do any restrictions, other than association and flood area requirements, affect improvements or replacement of the Property?	☐	☑	☐
(e) Are any improvements, including additions, located below the base flood elevation?	☐	☑	☐
(f) Have any improvements been constructed in violation of applicable local flood guidelines?	☐	☑	☐
(g) Have any improvements or additions to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?	☐	☑	☐
(h) Are there any active permits on the Property that have not been closed by a final inspection?	☐	☑	☐
(i) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental, and safety codes, restrictions, or requirements?	☐	☑	☐
(j) If any answer to questions 9(a) - 9(i) is yes, please explain: _____			

10. ☐ **(If checked) Other Matters; Additional Comments:** The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Martha Rossia Dran / MARTHA ROSSIA DRAN Date: Oct 1st, 2021
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

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Seller's Update

Instructions to Seller: If the information set forth in this disclosure statement becomes inaccurate or incorrect, you must promptly notify **Buyer**. Please review the questions and your answers. Use the space below to make corrections and provide additional information, if necessary. Then acknowledge that the information is accurate as of date signed below.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**.

Seller: _____ / _____ Date: _____
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this revised disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

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Fidelity National Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023

Name and Address of Title Agency:
Home Solution Title
4406 Florida Avenue South, Suite 27
Lakeland, FL 33813

Policy No.: 2730609-218263486
Address Reference: 4715 Live Oak Road, Lakeland, FL 33813
(For information only)
Agent File No.: 1909018

Amount of Insurance:
Premium: $

Date of Policy: October 21, 2019 at 02:01:06 PM

1. Name of Insured:

2. The estate or interest in the Land that is insured is:
fee simple

3. Title is vested in:
Martha Prosser Dean

4. The Land referred to in this policy is described as follows:
Legal description set forth in the Exhibit "A" attached hereto and made a part hereof.

Countersigned:

Tara L Birchfield

BY: _____
Home Solution Title, License #: W549252
4406 Florida Avenue South, Suite 27
Lakeland, FL 33813
Tara Birchfield, License #: W531224
Authorized Signatory

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800- 669-7450.

NOTE: This Policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

ALTA Owner's Policy (6-17-06) – With Florida Modifications

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SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses which arise by reason of:

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the Public Records which would be disclosed by an accurate survey of the land.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Taxes or assessments which are not recorded as existing liens in the Public Records.
6. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
7. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
9. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Farming & Trucking Lands of W.E. Hallam & Co's, recorded in Plat Book 1, Page 101A, of the Public Records of Polk County, Florida.
10. NOTE: All recording references in this form shall refer to the public records of Polk County, Florida, unless otherwise noted.

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EXHIBIT "A"

LEGAL DESCRIPTION

Commencing at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 29 South, Range 24 East, Polk County, Florida, run thence North along the East boundary of said 1/4 line a distance of 333.66 feet; thence run West 25.0 feet to the Point of Beginning; thence continue West 115.30 feet; thence run North 151.84 feet; thence run East 115.30 feet; thence run South 151.83 feet to the Point of Beginning.

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HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD., INC.
Licensed Real Estate Broker

Contract For Sale and Purchase

1629 Shepherd Rd
Lakeland, FL 33811
(863) 644-6681

POLK	FLORIDA	October 30	2021
COUNTY	**STATE**	**MONTH/DATE**	**YEAR**

Buyer: Address: City: State: FL Zip: Phone/Email:	Seller: Address: City: State: Zip: Phone/Email:

Buyer hereby offers to purchase the following described property:

4715 Live Oak Rd, Lakeland, FL 3313
LEGAL DESCRIPTION
Commencing at the Southeast corner of the Northeast 1 /4 of the Northwest 1 /4 of Section 8, Township 29 South, Range 24 East, Polk County, Florida, run thence North along the East boundary of said 1/4 line a distance of 333.66 feet; thence run West 25.0 feet to the Point of Beginning; thence continue West 115.30 feet; thence run North 151.84 feet; thence run East 115.30 feet; thence run South 151.83 feet to the Point of Beginning.

TOTAL PURCHASE PRICE of said property is $_____ Balance payable as follows: (B)

Shall be paid as follows, to-wit:
Earnest Money Deposit ($10,000) Remaining balance due in cash at closing.

Held by: - Putnam, Creighton & Airth $ $10,000.00
500 S. Fla Ave, #300
Lakeland, FL 33801, 863-682-1178

Balance Due at Closing but subject to proration and adjustments. See Next Column (B) $_____

1) **Title Insurance:** At the closing of this transaction, Seller shall have issued by PUTNAM, CREIGHTON & AIRTH a commitment for title insurance agreeing to insure title to said property and upon closing, Seller shall purchase and have delivered to Buyer, a title insurance policy on the real property covered hereunder in the amount of the full purchase price, after all necessary instruments are filed of record.

2) **Closing Date:** In the event the title shall be proven to be uninsurable, Seller shall have a period of ninety (90) days within which to cure defects in title, and this sale shall be closed within ten (10) days after notice of such curing to Buyer. Upon Seller's failure to correct uninsurability within the time limit, the earnest money deposit shall be returned to Buyer upon demand, and all rights and liabilities arising hereunder shall terminate. Subject to the aforesaid curative period, this sale shall be closed on or before:_____. If any necessary closing documentation is not available on the closing date, then Seller may, at his sole option, extend the closing date up to an additional thirty (30) days.

3) **Conveyance:** Seller agrees to convey title to the aforesaid property to Buyer by WARRANTY Deed, free and clear of all encumbrances or liens except easements, restrictions, reservations of record and any applicable Governmental Rules, laws or regulations.

4) **Costs:** The cost of recording the deed and the required transfer taxes/stamps thereon shall be paid by the Buyer. Buyer will pay a reasonable closing fee to the closing agent. Buyer shall properly execute any required notes and mortgages and place the required stamps thereon and pay intangible tax, recording costs, document preparation and any other costs associated with Buyer's financing. Unless otherwise specified herein, the form of the mortgage will be in a form typically used by lenders in the area for this type of property.

5) **Acceptance:** This instrument shall become effective as a contract when signed by Agent, Buyer, and Seller. If not signed by all parties on or before _____ any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon Buyer through the date stated in this paragraph 5. A legible facsimile copy or scanned email of this Contract and any signatures hereon shall be considered for all purposes as an original.

6) **Binding Contract:** This Contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto ☐) (none attached ☐). If not understood, seek competent advice prior to signing.

7) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser (aka Tax Assessor) for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement. **Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information. Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.**

8) **Full Agreement:** No agreements unless incorporated in this Contract shall be binding upon Agent, Buyer, or Seller.

9) **Inspection:** Upon the signing of this Contract, Buyer affirms that Buyer has personally inspected this property, or it has been inspected by its representative with power to act in Buyer's behalf. Buyer specifically warrants that it has performed all necessary due diligence in the inspection of the subject property and any improvements thereon including, if desired, wood destroying organisms, environmental assessments, boundary surveys, and governmental regulation inquiry. Buyer affirms that it has not relied upon any statement or representation by Agent or Seller as any inducement to purchase the subject property.

10) **Assignment:** This Contract may be assigned, however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.

11) **Default/Litigation:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In any litigation brought to enforce any of the terms of this Contract, the successful party shall be entitled to recover, in addition to all other damages, his attorney's fees and court costs incurred in said litigation.

12) **Commission:** The Seller agrees to pay said Agent the amounts stated in seller/broker employment agreement at the time of closing this transaction, unless amended herein. If Buyer fails to perform this Contract within the time herein specified, time being of the essence of this agreement, the deposit made by Buyer shall be forfeited, and the amount of such deposit shall be divided equally between Agent and Seller provided, however, that the amount received or retained by Agent shall not exceed the full amount of said commission, any excess to be paid Seller. If the transaction shall not be closed because of refusal of Seller to perform, then Seller shall pay the commission to the Agent on demand. Failure or refusal of wife or husband of Seller or Buyer to execute a deed or mortgage required hereunder shall be deemed default on the part of such Seller or Buyer.

13) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

14) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this Contract shall be declared canceled.

15) **Auctioneer Remarks:** The parties hereto acknowledge that this purchase is being made at public auction and the parties are thereby bound by all terms and conditions stated in the auctioneer's opening remarks.

16) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17) **"AS IS" Clause:** The undersigned Buyer does hereby acknowledge that the subject property is purchased at public auction, and that a prerequisite to bidding is that all property, whether real or personal, is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.

18) **IRC§1031 Exchange:** The parties hereto agree to fully cooperate with the other to facilitate a like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code.

19) **No Financing Contingency:** The Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing.

20) **Special Agreement(s)**:_____

_____

_____

By affixing your signatures below, the parties agree to each of the forgoing provisions and that Higgenbotham Auctioneers International, Ltd., ("Agent") is acting as agent for the Seller.

Accepted this _____ day of _____, 20 21 .

Buyer(s)	**Seller(s)**
_____	_____
Printed Name:_____	Printed Name:_____
_____	_____
Printed Name:_____	Printed Name:_____

Higgenbotham Auctioneers International, Ltd., Inc.,
Licensed Real Estate Broker BY:_____