



3/2 HOME ON 3.89± AC & FOUR 1± AC HOME SITES

On Site Auction: Tuesday, June 23rd at 11 AM
519 Haynes Road, Lakeland, FL 33801

3 bed 2 bath mobile home on 3.9± acres in a quiet country setting yet convenient to all the amenities Lakeland has to offer. Also offering the front 4 acres in four 1± acre parcels and the back 40 acres! Quick access to I-4! Amazing views in this renovated home with a large sunroom! 3-car attached garage as well as a large barn with horse stalls and an upstairs office/bonus area with ½ bath. No HOA!

Preview Times: Thursday, June 11th 10 AM - 12 PM & Saturday, June 13th 10 AM - 1 PM

auction@higgenbotham.com
HIGGENBOTHAM.COM 800-257-4161

AUCTION

11am, Tuesday, June 23rd

LOCATION: 519 Haynes Rd.
North Lakeland, Polk County, Florida

DESCRIPTION: 3/2 mobile home on 3.9± acres with the adjoining 44 acres offered separately in 6 parcels! Up to 48 acres available!

- Parcel A – 1± acre
- Parcel B – 1.05± acre
- Parcel C – 1.05± acre
- Parcel D – 1± acre
- Parcel E – Home on 3.9± acres (519 Haynes Rd) accessible via 50' easement
- Parcel F – 40± acres with mobile home (355 Kent Rd)

PROPERTY ID# 24-27-18-000000-013010, 013130 & 013140

TAXES: \$ 3,516.20 combined (2019) Home & 7.9 acres

**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.

UTILITIES: Well & Septic at house.

ZONING: RL-1; Residential Low density

PREVIEW: 10am-12pm, Thursday, June 11th
10am – 1pm, Saturday, June 13th

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

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

- 3/2 double wide mobile home (1995) with various additions located on 7.9± acres. Offered in 5 parcels.
- Remodeled in the past with a 26-gauge metal roof over, split a/c with metal ductwork (4 ton & 3 ton)
- 23'x26'± sunroom was professionally added allowing for peaceful views of the property.
- 22'x40'± attached 3-car garage was also added to the original structure
- 16'x18' living room was added and features a Vermont Casting gas fireplace. This is a ductless blower/heater.
- Split plan with a huge open area in the living/dining/kitchen area
- Large kitchen with a center island and quality cabinets featuring a lazy susan, pull out drawers and other upgrades
- 13'x10' dining room, inside laundry room, entry foyer, 9'x13' office could be a 4th bedroom
- 2 septic tanks service the home, located south of the structure. 1 for laundry only, fiberglass tanks
- 2,000±sf barn with upper office and ½-bath. Separate a/c unit (2.5-ton) and septic for this area
- Metal barn with concrete center walkway. Former horse stalls could easily been put back into use.
- One stall has been “dug out” for boat storage

PARCELS

- Parcel A – 1± acre
- Parcel B – 1.05± acre
- Parcel C – 1.05± acre
- Parcel D – 1± acre
- Parcel E – Home on 3.9± acres (519 Haynes Rd) accessible via 50' easement
- Parcel F – 40± acres with mobile home (355 Kent Rd) – This parcel is ABSOLUTE

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
- 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.
- 2020 real estate taxes will be prorated to the day of closing.
- The cost of recording the deed and the required documentary taxes as well as any costs associated with a mortgage will be paid by the Buyer.
- The cost of a new survey, if desired, will be paid by the Buyer.

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 submit 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.

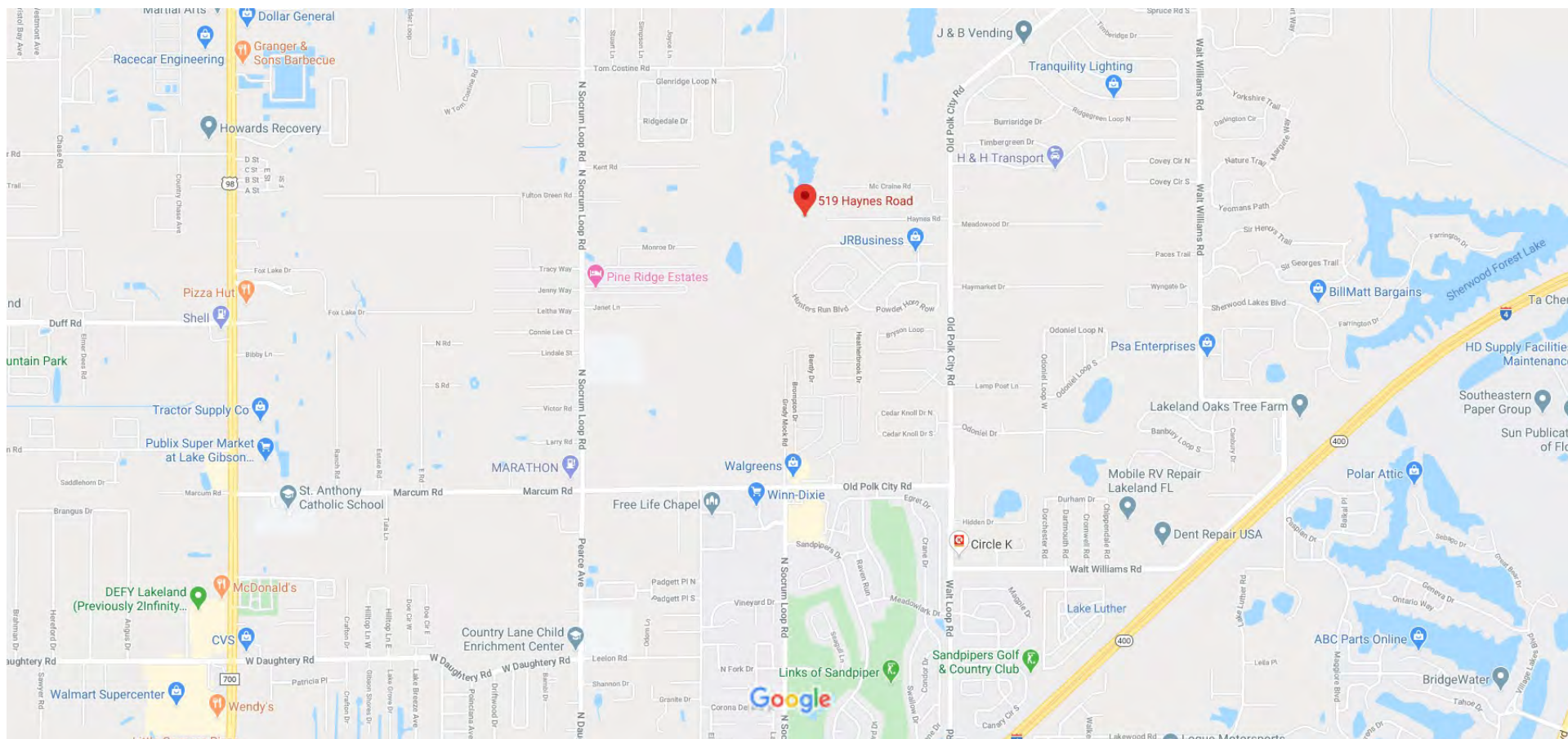
WHAT IF I AM A BROKER?

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!





Map data ©2020 1000 ft

Auction



- | | | |
|-------------------------|------------------------|-------------------|
| Roads | ✚ Railroads | — PLSS Boundaries |
| Waterbodies | □ Parcels | □ Gov't Lots |
| □ Municipal Boundaries | □ Surrounding Counties | |
| Lot and Block Text | □ PLSS Townships | |
| Dimensions_ParcelFabric | □ PLSS Sections | |

0 165 330 660 Feet

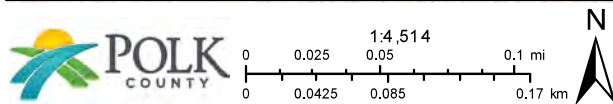
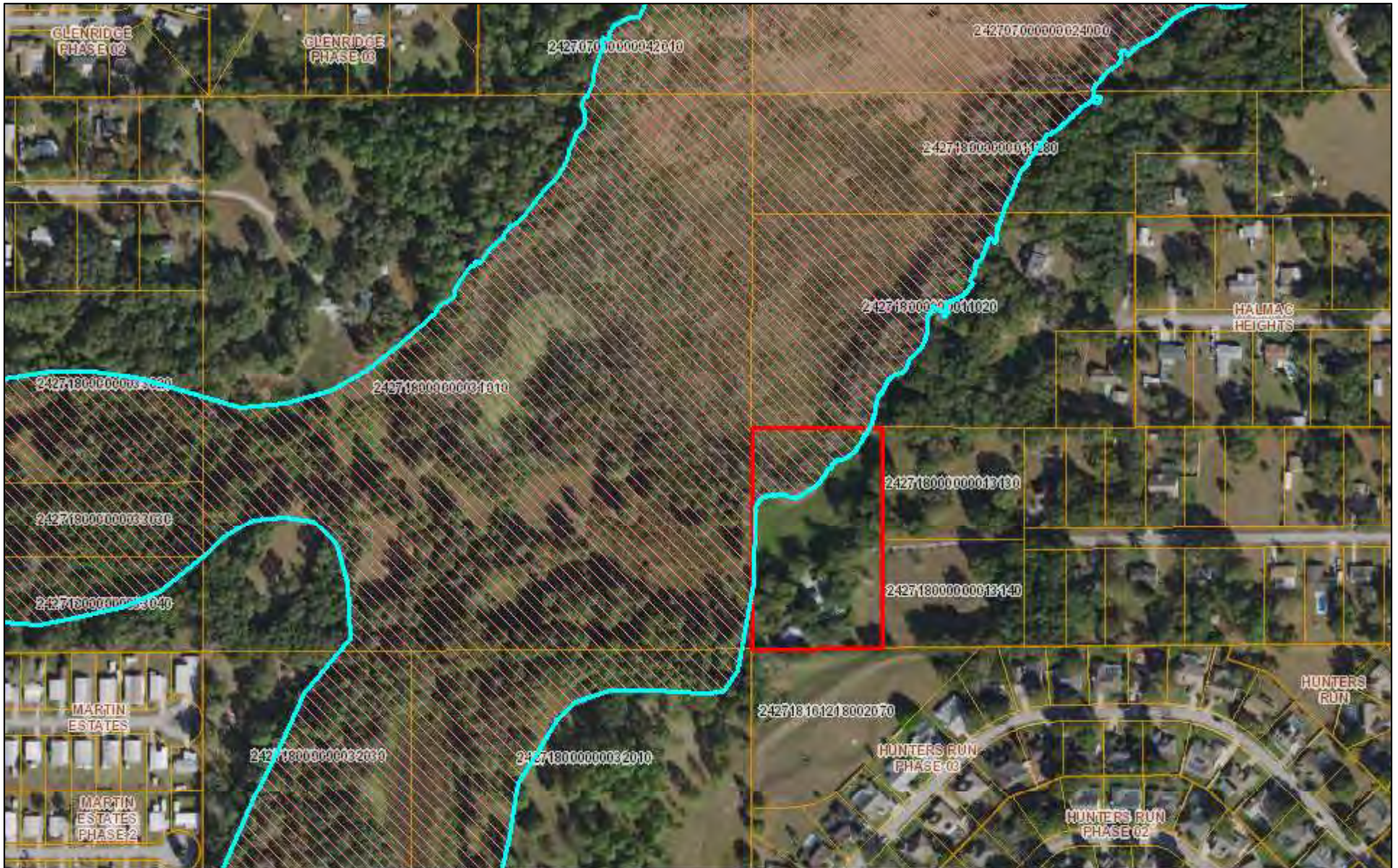
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida
June 1, 2020



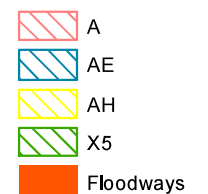
Flood Zone Map



This application is a public resource for flood data information. Polk County BoCC makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the data or derived information (both for internal and external/third party data source) provided herein. Users of this application should not rely on the data provided herein for any reason. Polk County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Polk County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused, or any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder.

Address: 519 HAYNES RD
City: LAKELAND
Zip: 33809
Parcel ID: 242718000000013010
FloodZone: A

Flood Zones



Seller's Property Disclosure – Residential



Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law¹ 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 12 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:

519 Haynes Rd

Lakeland

FL 33809-7661 (the "Property")

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

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? ☒ Yes ☐ No ☐ Don't Know
- (b) Is seawall, if any, and dockage, if any, structurally sound? ☒ Yes ☐ No ☐ Don't Know
- (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? ☒ Yes ☐ No ☐ Don't Know
- (d) Does the Property have aluminum wiring other than the primary service line? ☐ Yes ☒ No ☐ Don't Know
- (e) Are any of the appliances leased? If yes, which ones: _____ ☐ Yes ☒ No ☐ Don't Know
- (f) If any answer to questions 1(a) – 1(c) is no, please explain: _____

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? ☐ Yes ☐ No ☒ Don't Know
- (b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests? ☐ Yes ☐ No ☒ Don't Know
- (c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____

3. Water Intrusion; Drainage; Flooding

- (a) Has past or present water intrusion affected the Property? ☐ Yes ☐ No ☒ Don't Know
- (b) Have past or present drainage or flooding problems affected the Property? ☐ Yes ☐ No ☒ Don't Know
- (c) Is any of the Property located in a special flood hazard area? ☐ Yes ☐ No ☒ Don't Know
- (d) Is any of the Property located seaward of the coastal construction control line? ☐ Yes ☒ No ☒ Don't Know
- (e) Does your lender require flood insurance? ☐ Yes ☒ No ☒ Don't Know
- (f) Do you have an elevation certificate? If yes, please attach a copy. ☐ Yes ☒ No ☒ Don't Know
- (g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____

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

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 1 of 4
SPDR-3 Rev 2/20

©2020 Florida REALTORS®

This software is licensed to [Boguslaw Mistak - PRISTINE BAY REALTY & RENTALS] www.transactiondesk.com.

InstantNet

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: _____
- (e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?
- (f) Are there or have there been any defects to the water system, septic system, drain fields or wells?
- (g) Have there been any plumbing leaks since you have owned the Property?
- (h) Are any polybutylene pipes on the Property?
- (i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____

Yes	No	Don't Know
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Roof and Roof-Related Items

- (a) To your knowledge, is the roof structurally sound and free of leaks?
- (b) The age of the roof is _____ years OR date installed _____
- (c) Has the roof ever leaked during your ownership?
- (d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof?
If yes, please explain: _____
- (e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system?
If yes, please explain: _____

Yes	No	Don't Know
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

6. 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?

Yes	No	Don't Know
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. 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?
If yes, was the claim paid? ☐ yes ☐ no If the claim was paid, were all the proceeds used to repair the damage? ☐ yes ☐ no
- (c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____

Yes	No	Don't Know
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 2 of 4
SPDR-3 Rev 2/20

©2020 Florida REALTORS®

This software is licensed to [Boguslaw Mistak - PRISTINE BAY REALTY & RENTALS] www.transactiondesk.com.

Instantet

	Yes	No	Don't Know
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			
9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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 contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 3 of 4
SPDR-3 Rev 2/20

©2020 Florida REALTORS®

This software is licensed to [Boguslaw Mistak - PRISTINE BAY REALTY & RENTALS] www.transactiondesk.com.

Instanet:

- (f) Are there any zoning violations or nonconforming uses? ☐ ☐ ☒
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property? ☐ ☐ ☒
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? ☐ ☐ ☒
- (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property? ☐ ☐ ☒
- (j) Are any improvements located below the base flood elevation? ☐ ☐ ☒
- (k) Have any improvements been constructed in violation of applicable local flood guidelines? ☐ ☐ ☒
- (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits? ☐ ☐ ☒
- (m) Are there any active permits on the Property that have not been closed by a final inspection? ☐ ☐ ☒
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements? ☐ ☐ ☒
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____

11. Foreign Investment in Real Property Tax Act ("FIRPTA")

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? ☐ ☒ ☐

If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

12. ☐ (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: _____ / Steven W Burnett
(signature) (print)

Date: 3-5-20

Seller: _____ / _____
(signature) (print)

Date: _____

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

Buyer: _____ / _____
(signature) (print)

Date: _____

Buyer: _____ / _____
(signature) (print)

Date: _____

Buyer () () and Seller () acknowledge receipt of a copy of this page, which is Page 4 of 4
SPDR-3 Rev 2/20

©2020 Florida REALTORS®

This software is licensed to [Boguslaw Mistak - PRISTINE BAY REALTY & RENTALS] www.transactiondesk.com.

InstantFORMS



3/2 Home In North Lakeland, FL

11 PM • Tuesday, June 23

Sale Site:

519 Haynes Road, Lakeland, FL 33801

***Purchase & Sale
Agreement***



Contract For Sale and Purchase

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

POLK COUNTY, FLORIDA STATE, JUNE 23 MONTH/DATE, 2020 YEAR

Buyer:	Seller:
Address:	Address:
City:	City:
State:	State: FLORIDA
Zip:	Zip:
Phone: (H)	Phone: (H)
(B)	(B)

Buyer hereby offers to purchase the following described property based upon the following terms:
519 Haynes Rd, Lakeland, Fl
AKA Property Appraiser ID# 24-27-18-000000-013010

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: - All American Title \$
609 18th St SE
Ruskin, FL 33570, 813-649-9740

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 All American Title 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: July 23, 2020. 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 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 June 23, 2020 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 proration. 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__ 20_____.

Buyer(s) _____ **Seller(s)** _____

Printed Name: _____ Printed Name: _____

Printed Name: _____ Printed Name: _____

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



*Four, 1± AC Lots
In North Lakeland,
FL*

11 PM • Tuesday, June 23

Sale Site:

519 Haynes Road, Lakeland, FL 33801

***Purchase & Sale
Agreement***



Contract For Sale and Purchase

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

POLK COUNTY, FLORIDA STATE, JUNE 23 MONTH/DATE, 2020 YEAR

Buyer: Address: City: State: Zip: Phone: (H) (B)			Seller: Address: City: State: FLORIDA Zip: Phone: (H) (B)		
---	--	--	--	--	--

Buyer hereby offers to purchase the following described property based upon the following terms:
Lot _____, as shown on the attached Exhibit "A" Survey.

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

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

Held by: - All American Title \$ _____
609 18th St SE
Ruskin, FL 33570, 813-649-9740 _____

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 All American Title 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: July 23, 2020. 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 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 June 23, 2020 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__ 20_____.

Buyer(s)

Seller(s)

Printed Name:_____

Printed Name:_____

Printed Name:_____

Printed Name:_____

Higgenbotham Auctioneers International, Ltd., Inc.,
Licensed Real Estate Broker

BY:_____