



# ESTATE AUCTION

## THE ESTATE OF MARVIN REED DURDEN **Residential Properties & Personal Property in North Lakeland**

**Auction: 10 AM, Saturday, November 13<sup>th</sup>**

**Preview: 1 PM – 4PM, Sunday, November 7<sup>th</sup>**

***Auction Location: 4410 Rushing Rd. Lakeland, FL 33810***

- 3BD/2BA Home on 3± Secluded AC & Personal Property
- Incoming Producing Mobile Home on .29± AC
- 2014 Mustang Roush RS3 & 2007 Mustang Shelby GT Race Car



**[auction@higgenbotham.com](mailto:auction@higgenbotham.com)**

**HIGGENBOTHAM.COM • 800-257-4161**

M.E. Higgenbotham, CAI, CES, AARE PA Lic. #PA AU-003823-R.

# AUCTION

## 10am, Saturday, November 13<sup>th</sup>

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### *North Lakeland Mobile Home!*

**LOCATION:** 3327 Margo Burt Dr, Lakeland, FL 33810

**DESCRIPTION:** 3-bedroom, 2-bath mobile home on 0.29± acres

**PROPERTY ID#** 23-28-04-000000-023055

**TAXES:** \$ 2,234.15 (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:** 1-4pm, Sunday Nov. 7

**TERMS:** 10% deposit due day of sale. Remaining Balance due at closing on or before 30 days. 10% Buyer's Premium.  
**Buyer will pay all closing costs** except pro-rated real estate taxes.

### **BIDDING TERMS**

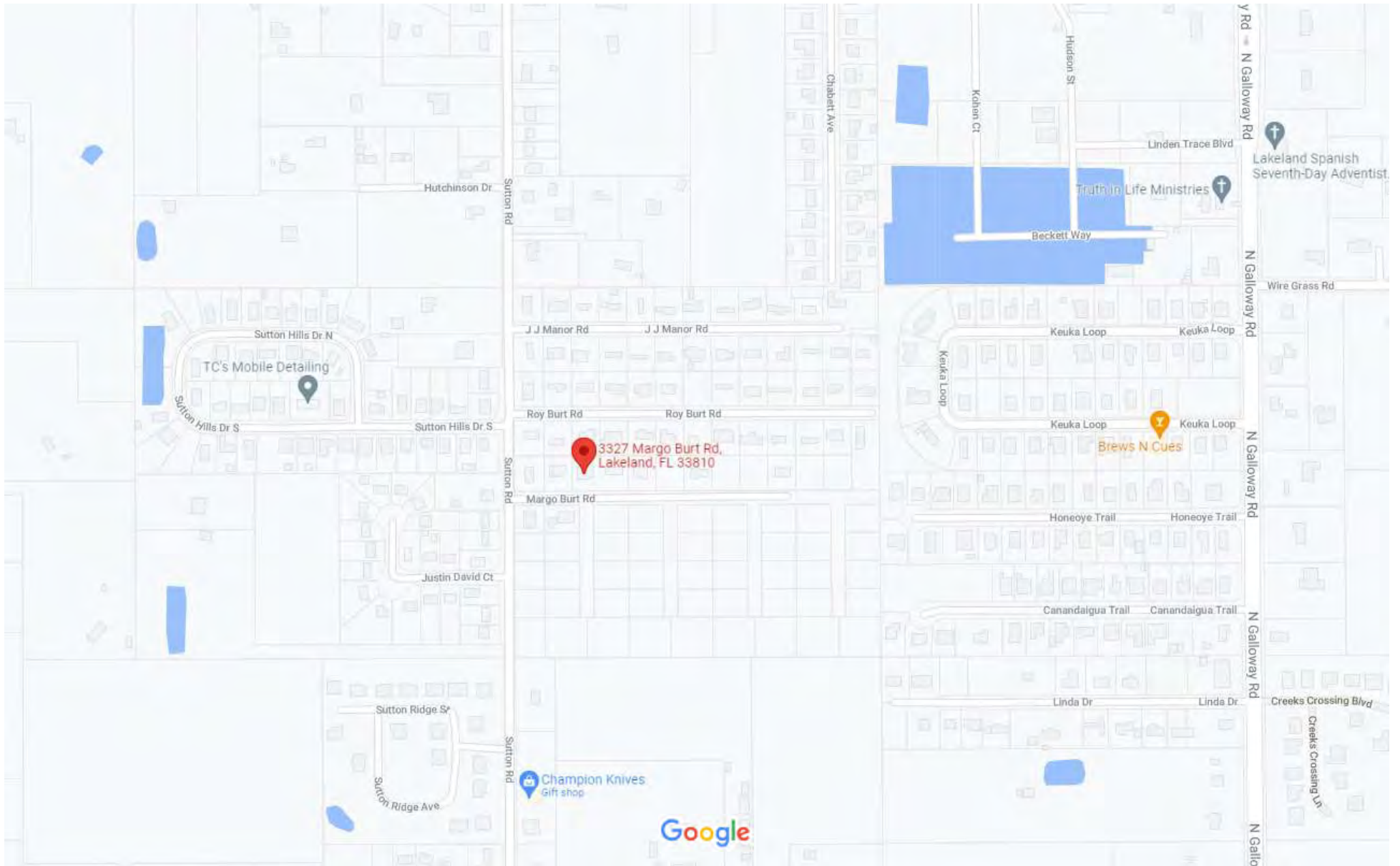
- Bidding confirms you have inspected the property & agree to the terms of sale in the Contract for Purchase & Sale Agreement
- All property is sold "As-Is" without any further inspections or repairs
- This property is subject to prior sale or removal from the auction. We do entertain pre-auction offers.
- Closing is set for 30 days – there are no financing or inspection contingencies or other delays allowed.
- 2021 real estate taxes will be prorated to the day of closing.
- All closing costs including but not limited to 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.

## **PROPERTY SPECIFICS:**

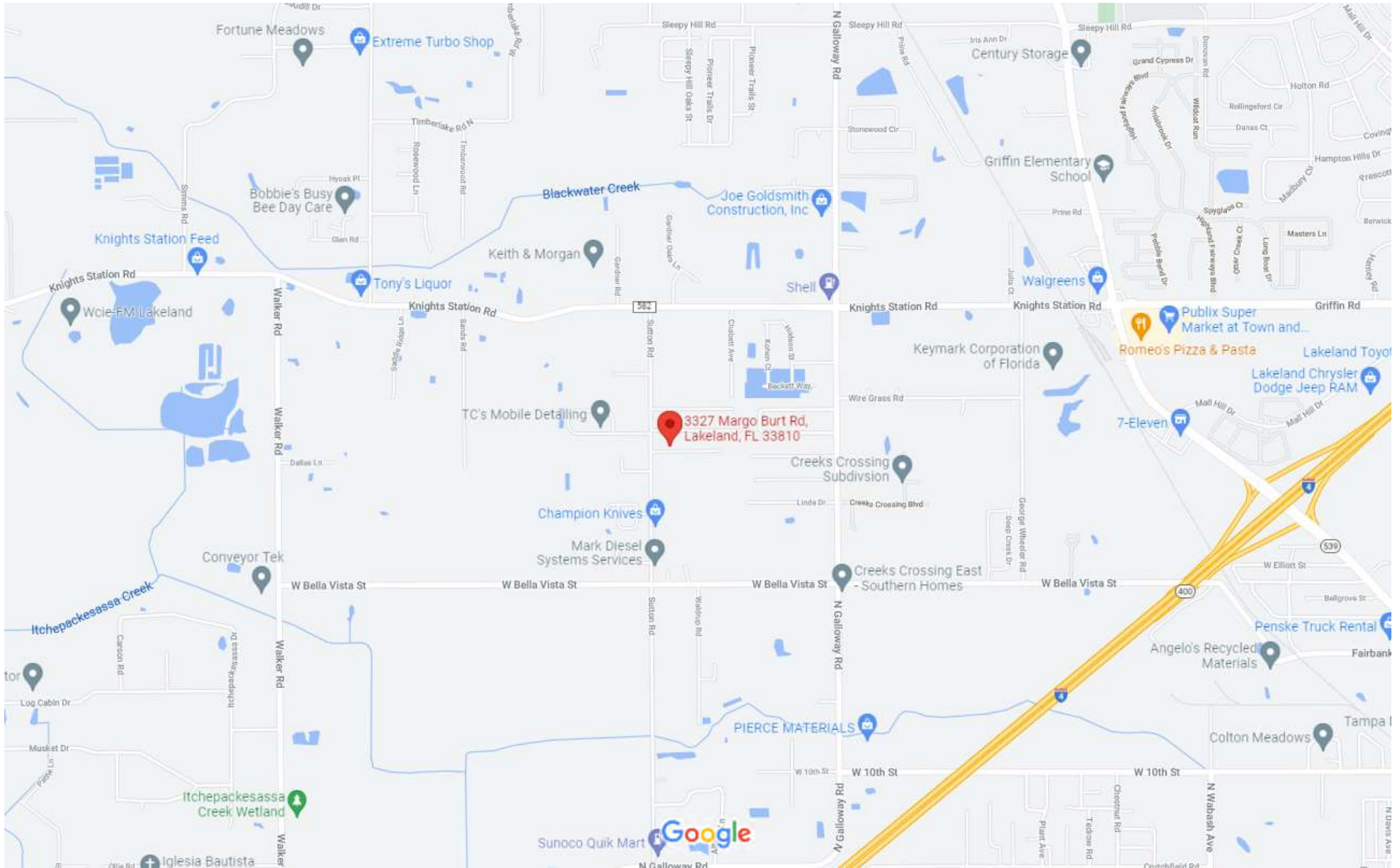
- 3-bedroom, 2 bath split plan mobile home
- This property is no longer leased
- Property is located on a 0.2869± acre lot
- 2 car attached carport
- Home was built in 1997 with 2,973± total sf under roof, 1,814± sf living area
- Window awnings
- Chain link fencing all around
- Home is on public water & has a septic tank
- Covered front & rear porches
- Large storage shed with electric
- There is a new ceiling leak in the bonus room located through master bedroom. Roofing over this area in metal.
- Appliances include refrigerator & stove

### **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.



Google Maps 3327 Margo Burt Rd



**RUSSELL J. MARTIN, P.S.M.**  
Land Surveyor

Professional Surveyor & Mapper

801 Lake Cove Pt.  
Lakeland, FL 33813  
FAX: 863-647-2994  
Phone: 863-647-3709  
Cellular: 863-698-1685  
E-mail: my3martins@msn.com



1"=30'



## BOUNDARY SURVEY

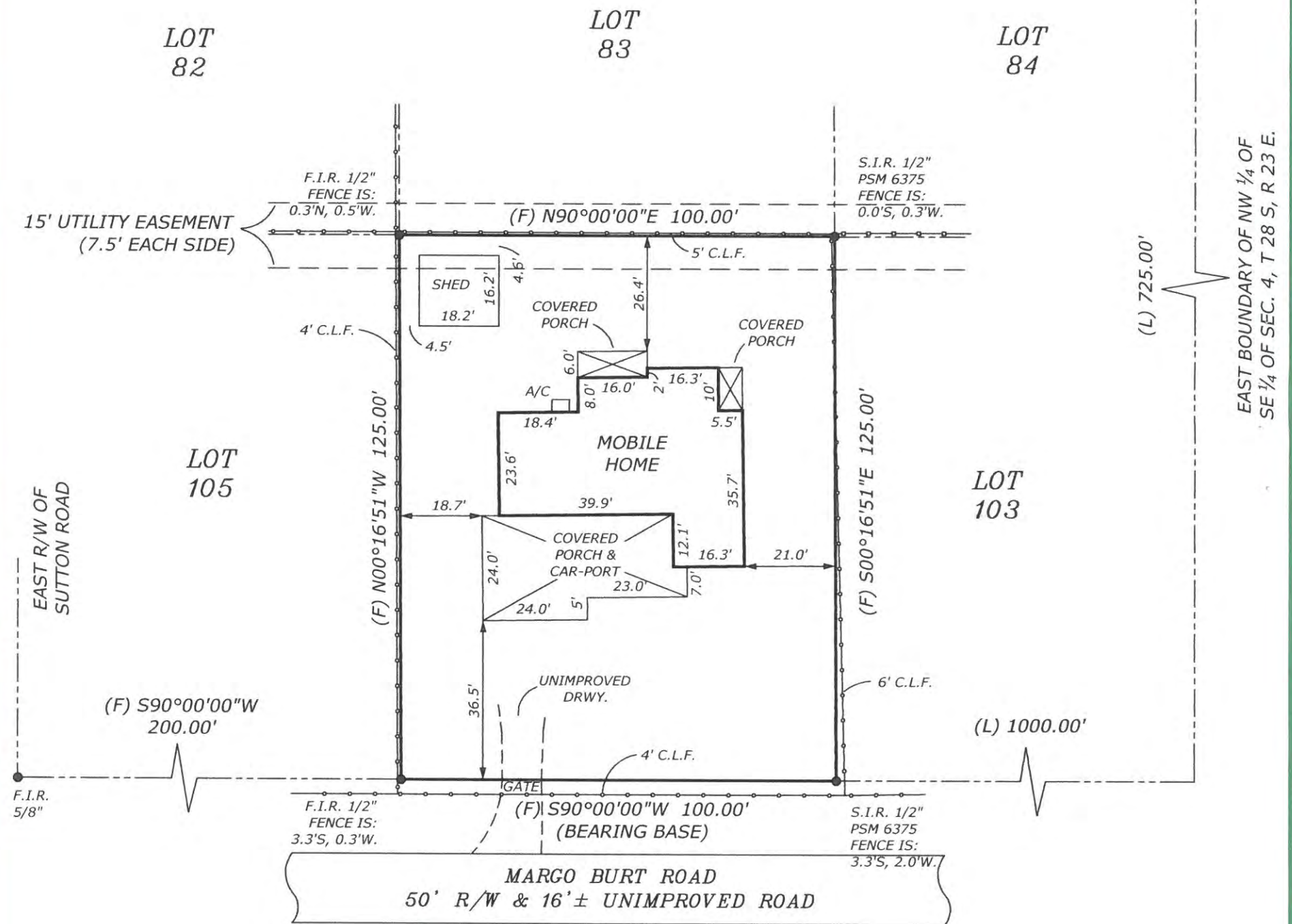
### LOT 104, UNRECORDED J & J MANOR

#### LEGEND:

ASPH. - ASPHALT	O.R.B. - OFFICIAL RECORDS BOOK
(C) - CALCULATED	O.H. - OVERHEAD WIRE
C.L.F. - CHAIN LINK FENCE	P.O.B. - POINT OF BEGINNING
CONC. - CONCRETE	PVMT - PAVEMENT
D.B. - DEED BOOK	R/W - RIGHT OF WAY
(F) - FIELD MEASUREMENT	S.I.R. - SET IRON ROD
F.I.R. - FIND IRON ROD	TYP. - TYPICAL
FND - FOUND	

**FOR THE BENEFIT OF:**  
Marvin Read Durden

NORTH BOUNDARY OF NW 1/4 OF SE 1/4 OF SEC. 4, T 28 S, R 23 E.



SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS CERTIFIES THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 53-17.05 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

#### LEGAL DESCRIPTION:

LOT 104, OF UNRECORDED J & J MANOR, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 100 FEET OF THE EAST 1100 FEET OF THE SOUTH 125.0 FEET OF THE NORTH 725.0 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, SUBJECT TO A UTILITY EASEMENT ACROSS THE NORTH 7.5 FEET THEREOF.

#### SURVEYOR'S NOTES:

1. NO UNDERGROUND IMPROVEMENTS (UTILITIES, FOUNDATIONS, STORAGE TANKS, ETC.) HAVE BEEN LOCATED EXCEPT AS SHOWN.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENT, RIGHT OF WAYS AND / OR OWNERSHIP WERE LOCATED EXCEPT AS SHOWN.
3. THIS SURVEY MAY BE SUBJECT TO FACTS THAT MAY BE REVEALED IN A CURRENT TITLE SEARCH.
4. THE SURVEY IS ONLY VALID TO THE PARTIES LISTED IN THE CERTIFICATION.
5. FOR THE PURPOSE OF OBTAINING A MORTGAGE.

#### FLOOD ZONE NOTE:

THE SURVEYED PROPERTY IS SHOWN IN ZONE "X" PER THE FEMA FLOOD INSURANCE RATE MAP No. 12105C0284G, EFFECTIVE DATE: DECEMBER 22, 2016.

*Russell J. Martin*  
1/28/2020

**RUSSELL J. MARTIN**  
801 LAKE COVE PT.  
LAKELAND, FLORIDA 33813  
PHONE: 863-647-3709  
EMAIL: my3martins@msn.com

DATE: 1/28/2020

RUSSELL J. MARTIN  
PROFESSIONAL SURVEYOR & MAPPER: PSM #6375

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule A

#### Transaction Identification Data for reference only:

Commitment Number: <b>21-P-0641</b>	Revision Number: <b>None</b>	Issuing Office File Number: <b>21-P-0641</b>	Issuing Office: <b>B09288</b>
Property Address: <b>3327 Margo Burt Rd., Lakeland, FL 33810</b>	Loan ID Number: <b>None</b>	ALTA Universal ID: <b>None</b>	Issuing Agent: <b>Putnam, Creighton &amp; Airth, P.A.</b>

1. Commitment Date: October 12, 2021 @ 08:00 AM
2. Policy to be issued: Proposed Policy Amount:  
  
OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$1.00  
  
Proposed Insured: TBD  
  
MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$  
  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
  
Sherry Kay Almanza
5. The Land is described as follows:  
  
See attached Exhibit "A"

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

**DRAFT**

AUTHORIZED SIGNATORY  
**Abel A. Putnam**  
Attorney at Law

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 21-P-0641

### Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. Warranty Deed from Sherry Kay Almanza, to TBD Said Warranty Deed to include the non-homestead clause for the Grantor.
  - B. Death Certificate of Marvin Read Durden
  - C. Affidavit which establishes that Marvin Read Durden was not survived by a spouse or minor child.
  - D. Title certificate to manufactured home to be transferred or retired.
5. NOTE: 2020 Property Taxes in the gross amount of \$1,544.51 have been paid for Parcel ID 042823-000000-023055

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# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 21-P-0641

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
  - a. General or special taxes and assessments required to be paid in the year 2021 and subsequent years.
  - b. Rights or claims of parties in possession not recorded in the Public Records.
  - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
  - d. Easements or claims of easements not recorded in the Public Records.
  - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Subject property lies within a Water Management District and may be subject to assessments, if any, and any rules and regulations which said District may be allowed to establish.
5. Rights of tenants and/or parties in possession, and any parties claiming, by through or under said tenants or parties in possession, as to any unrecorded leases or rental agreements.
6. The insured land shall not include any mobile home or manufactured housing unit which may be affixed to the land unless, as of the effective date hereof, the mobile home or manufactured housing unit is so affixed to the land as to be part of the real property under the terms of the policy and laws of the State of Florida. The burden of proof to establish that said mobile home or manufactured housing unit is a fixture shall be on the insured hereunder.
7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. Covenants, Conditions, Restrictions and Easements set forth in Agreement for Deed recorded in O.R. Book 2149 Page 936.
9. Easement as set forth in Warranty Deed recorded in O.R. Book 3728 Page 1574 and subsequent deeds.

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# Exhibit A

**Lot 104, of unrecorded J & J MANOR, more particularly described as follows:**

**The West 100.0 feet of the East 1100.0 feet of the South 125.0 feet of the North 725.0 feet of the Northwest 1/4 of the Southeast 1/4 of Section 4, Township 28 South, Range 23 East, Polk County, Florida, subject to a utility easement across the North 7.5 feet thereof.**

**TOGETHER WITH THAT CERTAIN 1997 SPRING MOBILE HOME HAVING VIN #S N87933A AND N87933B, TITLE #S 72193625 AND 72193624, RP #S R0697093 AND R0697094.**

**Parcel Identification Number: 042823-000000-023055**

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2020 REAL ESTATE PROPERTY TAX BILL**

10/21/2021 09:22:05 SMM

ACCOUNT NUMBER  
232804-000000-023055

**PAY, SEARCH OR PRINT RECEIPT AT  
polktaxes.com  
(863) 534-4700**

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

DURDEN MARVIN READ  
ALMANZA SHERRY KAY  
4410 RUSHING RD  
LAKELAND ,FL 33810-0736

3327 MARGO BURT RD  
W 100 FT OF E 1100 FT OF S 125  
FT OF N 725 FT OF NW1/4 OF  
SE1/4 BEING LOT 104 OF UNREC J  
\*\*\* SEE TAX ROLL FOR EXTRA LEGAL \*\*\*

RETAIN THIS PORTION  
FOR YOUR RECORDS

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
GENERAL REVENUE FUND	79,077	0	79,077	5.5490	\$438.80	
TRANSPORTATION/ROADS	79,077	0	79,077	1.1000	\$86.98	
EMERGENCY MEDICAL	79,077	0	79,077	0.2500	\$19.77	
POLK COUNTY PARKS MSTU	79,077	0	79,077	0.5619	\$44.43	
POLK COUNTY LIBRARY	79,077	0	79,077	0.2109	\$16.68	
POLK COUNTY STORMWATER	79,077	0	79,077	0.1000	\$7.91	
GENERAL FUND	79,077	0	79,077	4.4350	\$350.71	
LOCAL CAPITAL IMP	79,077	0	79,077	1.5000	\$118.62	
SOUTHWEST FLORIDA WATER MGMT	79,077	0	79,077	0.2669	\$21.11	
<b>TOTAL</b>				13.9737	<b>\$1,105.01</b>	

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
POLK COUNTY FIRE SERVICES DIST	0.00	2.00	\$243.00
GARBAGE DISPOSAL	0.00	1.00	\$52.00
GARBAGE COLLECTION	0.00	1.00	\$144.50
<b>TOTAL NON-AD VALOREM ASSESSMENTS</b>			<b>\$439.50</b>

COMBINED TAXES AND ASSESSMENTS \$1,544.51

<b>If Paid By</b>	<b>Oct 21, 2021</b>	<b>Nov 30, 2021</b>	<b>Dec 31, 2021</b>	<b>Jan 31, 2022</b>	<b>Feb 28, 2022</b>
Please Pay	0.00	0.00	0.00	0.00	0.00

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2020 REAL ESTATE PROPERTY TAX BILL**

1024203

ACCOUNT NUMBER  
232804-000000-023055

DURDEN MARVIN READ  
ALMANZA SHERRY KAY  
4410 RUSHING RD  
LAKELAND ,FL 33810-0736

3327 MARGO BURT RD  
W 100 FT OF E 1100 FT OF S 125  
FT OF N 725 FT OF NW1/4 OF  
SE1/4 BEING LOT 104 OF UNREC J  
\*\*\* SEE TAX ROLL FOR EXTRA LEGAL \*\*\*

**PAY ONLY ONE AMOUNT**

PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR - PO BOX 1189, BARTOW, FL 33831-1189

<b>If Paid By</b>	<b>Oct 21, 2021</b>	<b>Nov 30, 2021</b>	<b>Dec 31, 2021</b>	<b>Jan 31, 2022</b>	<b>Feb 28, 2022</b>
Please Pay	0.00	0.00	0.00	0.00	0.00

PAID 11/30/2020 \$1,482.73

770  
19,500.00

AGREEMENT FOR DEED

PK1507014

POLK OFF REC. 2149 PAGE 936

# Articles of Agreement,

Made this 8th day of April

in the year of our Lord, one thousand nine hundred and Eighty-Three:

## Between

DISCOUNT REAL ESTATE, INC., a Florida Corporation

partly of the first part, and

Vernon L. Baumgardner and Myrtle L. Baumgardner, his wife

3327 Margo Burt Road, Lakeland, Florida 33805

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 party of the first part hereby covenants and agrees to convey and assure to the said parties of the second part, their heirs, executors, administrators or assigns, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lot, piece or parcel of land, situated in the County of Polk, State of Florida known and described as follows, to-wit:

J & J MANOR - LOT 104 - The West 100.0 feet of the East 1100.0 feet of the South 125.0 feet of the North 725.0 feet of the Northwest 1/4 of the Southeast 1/4 of Section 4, Township 28 South, Range 23 East, being subject to a utility easement across the North 7.5 feet thereof, and a 1973 12 X 64 Parkview Mobile Home, ID #14238, Title #5574948. This lot is subject to the following restrictions: - Minimum price mobile home of \$5,000 or minimum price house of \$10,000, not including land. This lot is restricted against any type of commercial business and no animals may be kept upon this lot other than domestic pets. All mobile homes must be placed in the approximate center of the lot and be enclosed from the bottom of said mobile home to the ground and be a minimum of 12 feet by 50 feet. No junk, junk yards or unlicensed vehicles permitted upon and the said parties of the second part hereby covenant and agree to pay to the said party of the first part the sum of NINETEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars, in the manner following \$1,000 upon execution hereof and \$1,000 on or before June 7, 1983 \$293.16 on May 8, 1983 and on the eighth day of each and every month thereafter until the entire principal and interest has been paid in full. In the event of default of this contract by parties of the second part, the entire balance owed shall become due and payable immediately.

with interest at the rate of sixteen per centum per annum, payable monthly ~~annually~~ on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1982 and to keep the buildings upon said premises insured in some company satisfactory to the party of the first part, and payable for the parties, respectively as their interests may appear, in a sum not less than

Seven Thousand Five Hundred and no/100----- Dollars during the term of this agreement. And in case of failure of the said parties of the second part to make any of the payments or any part thereof, or to perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and terminated, and the parties of the second part shall forfeit all payments made by them on this contract; and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by it sustained, and the said party 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. Parties of the second part agree to pay all court costs and attorney fees in the event of default of this contract.

It is mutually agreed, by and between the parties hereto, that the time of each payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the 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 year first above written.

Signed, Sealed and Delivered in Presence of:

DISCOUNT REAL ESTATE, INC.

*G. R. Burt*  
George R. Burt

*Vernon L. Baumgardner*  
Vernon L. Baumgardner  
*Myrtle L. Baumgardner*  
Myrtle L. Baumgardner

LS  
LS  
LS  
LS

This instrument prepared by: George R. Burt  
Address P. O. Box 2297, Lakeland, Florida 33803

900  
A

9620-L

1983 APR 26 PM 3:05



1996 SEP -9 PH 2:25

113900

Return to: Name: STEWART TITLE OF POLK COUNTY, INC. Address: 500 S. FLORIDA AVENUE, 1ST FLOOR LAKELAND, FL 33801

This Instrument Prepared by: JEANETTE DAVIS STEWART TITLE OF POLK COUNTY, INC. 500 S. FLORIDA AVENUE, 1ST FLOOR LAKELAND, FL 33801

as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it. Property Appraisers Parcel Identification (Folio) Number(s): 042823/000000/023055

Grantee(s) I.D.# FILE NO: 96090003

WARRANTY DEED

09/09/96

DEPT 15 5.00 DEPT 91 1.00 DEPT 51 126.00 CHECKS 132.00 3366A

This Warranty Deed Made this 5th day of September 19 96 by DISCOUNT REAL ESTATE, INC., A FLORIDA CORPORATION

a corporation existing under the laws of FLORIDA and having its place of business at P. O. BOX 2297 LAKELAND, FL 33806

hereinafter called the grantor, to PHILIP SHALLCROSS AND BARBARA J. SHALLCROSS, HIS WIFE

whose post office address is: 3327 MARGO BURT ROAD LAKELAND, FL 33809

hereinafter called the grantee,

WITNESSETH: That grantor, for and in consideration of the sum of \$10.00 Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto grantee, all that certain land situate in Polk County, Florida, viz: J & J MANOR - LOT 104 - THE WEST 100.0 FEET OF THE EAST 1100.0 FEET OF THE SOUTH 125.0 FEET OF THE NORTH 725.0 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 23 EAST, BEING SUBJECT TO A UTILITY EASEMENT ACROSS THE NORTH 7.5 FEET THEREOF.

Documentary Tax Pd. \$ 126.00

Intangible Tax Pd. \$

E.B. "Bud" Dixon, Clerk Esik Co.

By: Jeanette Davis Deputy Clerk

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 95, reservations, restrictions and easements of record, if any.

(Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

Signed, sealed and delivered in the presence of: Secretary

Witness Signature

JEANETTE F. DAVIS

Witness Signature

MICHELLE J. HOTCHKISS

Witness Printed Name

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 5th day of September 19 96 by GEORGE R. BURT as PRESIDENT of DISCOUNT REAL ESTATE, INC., A FLORIDA CORPORATION

on behalf of the corporation. He/she is personally known to me or has produced driver license(s) as identification.

My Commission expires: OFFICIAL NOTARY SEAL JEANETTE F DAVIS COMMISSION NUMBER CC456715 MY COMMISSION EXP. MAY 1, 1999

DISCOUNT REAL ESTATE, INC., A FLORIDA CORPORATION

BY GEORGE R. BURT, PRESIDENT

Printed Name: Notary Public Serial Number



## Contract For Sale and Purchase

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

      POLK      ,       FLORIDA      ,       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:

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

Shall be paid as follows, to-wit:  
 Earnest Money Deposit \_\_\_\_\_ Remaining balance due in cash at closing. \_\_\_\_\_

Held by: Putnam, Creighton & Airth \$       10,000.00        
 500 S. Fla Ave, Ste. 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 the closing agent, Putnam, Creighton & Airth, P.A. a commitment for title insurance agreeing to insure title to said property and upon closing, 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:** Buyer shall pay all closing costs including the cost of recording the deed, the title and lien searches, the title insurance premium and all costs associated with the title insurance policy, and the required transfer taxes/stamps on the deed. 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 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):** BUYER WILL PAY ALL CLOSING COSTS except pro-rated real estate taxes.

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: \_\_\_\_\_