

4BR/3BA Wauchula Home on 1 acre

Live and Online Real Estate & Personal Property

AUCTION



Please Join Us!
2-4 pm • Sunday
November 3rd



10AM • Saturday, November 9th

REAL ESTATE SELLS AT 11:00 AM

Property Location: 1245 Louisiana St, Wauchula, FL

Home Features:

- Large fully screened rear veranda
- Open paved patio perfect for a bar-b-q
- Situated on a secluded pond for a quiet rural setting
- Tiled kitchen • Fireplace

Personal Property Offered Separately



AUCTION

10:00am, Saturday, November 9

REAL ESTATE TO BE SOLD AT 11am! Live & online

PROPERTY

LOCATION: 1245 Louisiana St, Wauchula, FL 33873, Polk County

PROPERTY ID# 05-34-25-0000-07560-0000

TAXES: \$ 3,836 (2023)

**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.

PROPERTY DETAILS

- 6,988± total sf with 4,046± sf of open floorplan living area with a new roof!
- Open living room with a fireplace & roomy kitchen area
- Split plan home has a large master suite with his & hers walk-in closets, doors opening to the patio and a door leading to another bedroom or office area
- The master bathroom features a large, beautiful antique vanity, garden tub and large shower.
- On the opposite side of the home are 2 large bedrooms, common bathroom, laundry room with sink and an 18'x27' 3-car garage
- The highlight of this home is the 30'x37' great room with cathedral ceilings, an antique wet bar and side doors leading to the screened patio with jacuzzi tub on one side and the covered parking carport on the other
- Personal Property auctioned separately and includes: 2014 Passport Ultra Lite Elite, 34' travel trailer, needs some repairs Gambler Bass Boat with 225 Mariner motor & trailer Bedroom Sets, Piano, Bronze Figurines, Couches, Tables, Large Collection of Taxidermy & Hides, Décor, Paintings, Antique furniture, Lamps, Grandfather Clock, and lots more!!

LIVE 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.
- The cost of a new survey, if desired, will be paid by the Buyer.
- The buyer is responsible for paying for the FL documentary stamps.
- Real estate taxes will be prorated to the day of closing.
- Registration is on-site the day of the auction with a valid driver's license.
- The buyer will be required to sign the purchase agreement immediately after the auction.
- 10% Buyer's Premium added to the bid price to create the contract purchase price.
- \$25,000 deposit due day of sale. (Business or personal check)
- Closing is set for 30 days – there are no financing or inspection contingencies, or other delays allowed.

ONLINE BIDDING TERMS

- In order to be approved to bid online for the real estate, you must submit a \$10,000 escrow check payable to the closing agent prior to the auction.
- The Additional \$15,000 is due via wire transfer no later than 3pm, Wed. Nov. 13.
- Balance due at closing on or before 30 days. 10% Buyers Premium

- Successful bidders not executing and returning their contract immediately following the auction and wiring the earnest money deposit in the time frame stated, will be considered in default. The purchaser is responsible for all wire transfer fees; instructions will be sent.

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.

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.

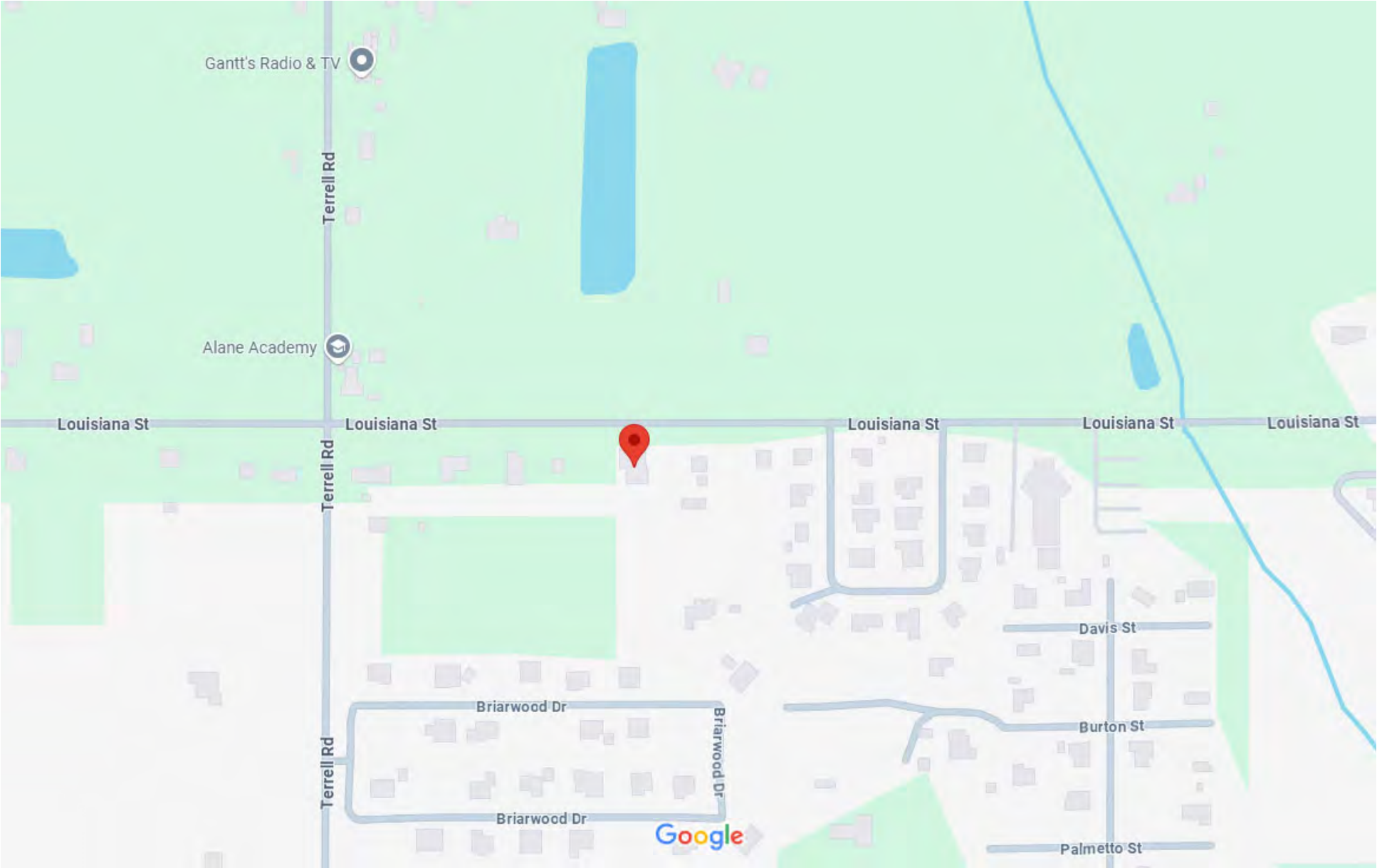
WHAT IF I AM A BROKER?

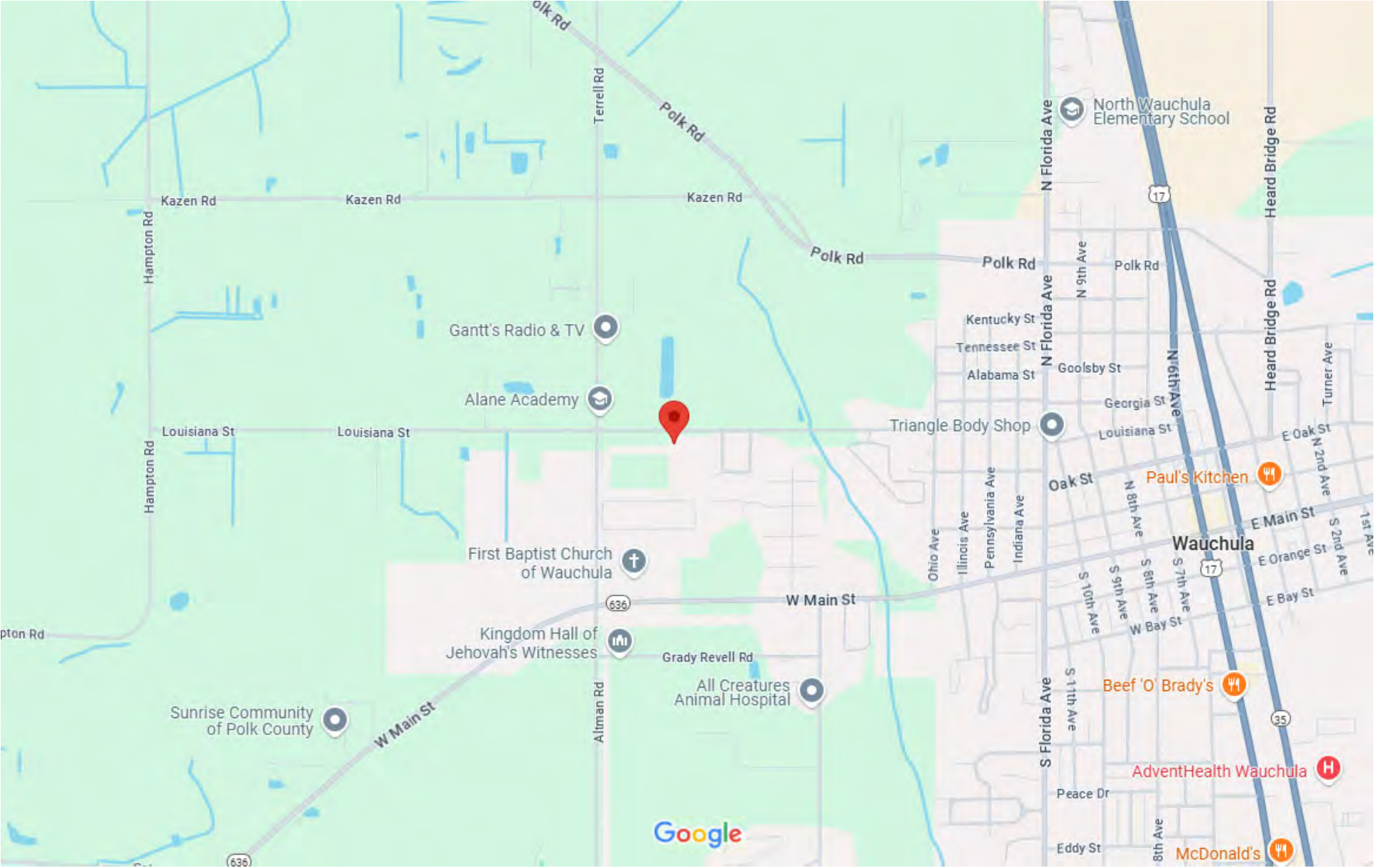
We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the scheduled auction by calling 800-257-4161 to request a Broker Participation Form.

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!

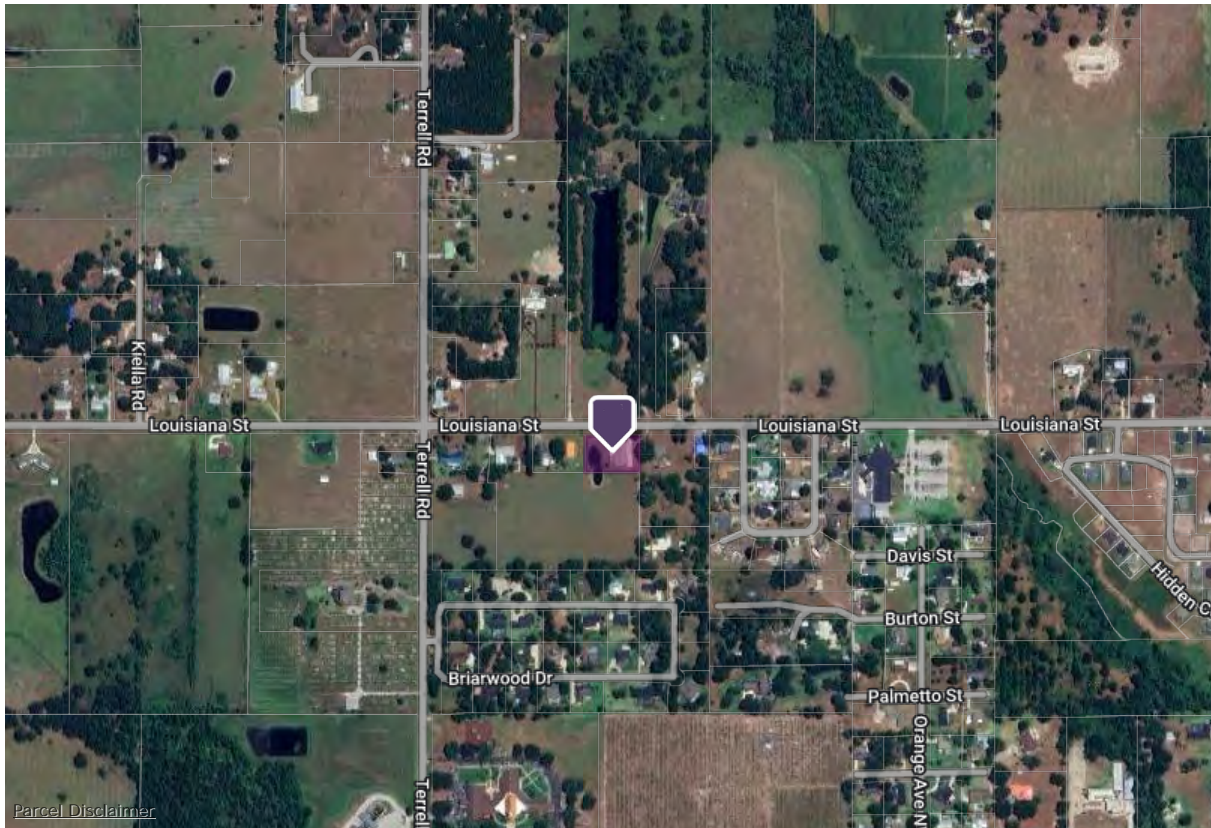
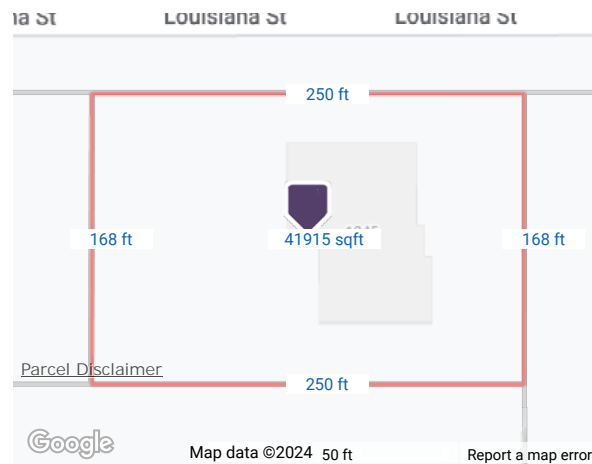






1245 Louisiana Street, Wauchula, FL 33873-8765

Parcel Map



1245 Louisiana Street, Wauchula, FL 33873-8765

Flood Map

Flood Zone Code:	X	Special Flood Hazard Area (SFHA):	Out
Flood Zone Date:	11/06/2013	Within 250 Feet of Multiple Flood Zone:	Yes (A,X)
Flood Zone Panel:	12049C0187D	Flood Community Name:	HARDEE COUNTY
Flood Code Description:	Zone X-An Area That Is Determined To Be Outside The 100- And 500-Year Floodplains.		



Coastal 100-Year Floodway	Coastal 100-year Floodplain	100-year Floodway	100-year Floodplain
Undetermined	500-year Floodplain incl. levee protected area	Out of Special Flood Hazard Area	

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: 24-P-0361A	Revision Number: None	Issuing Office File Number: 24-P-0361A	Issuing Agent: B09288
Property Address: 1245 Louisiana St., Wauchula, FL 33873	Loan ID Number: None	Issuing Office's ALTA Registry ID: None	Issuing Office: Putnam & Creighton, P.A. 500 S. Florida Avenue Suite 300 Lakeland, FL 33801

SCHEDULE A

1. Commitment Date: October 22, 2024 @ 08:00 AM
2. Policy to be issued: Proposed Amount of Insurance:
 - a. OWNER'S: 2021 ALTA Owner's Policy with Florida Modifications \$100.00
Proposed Insured:
The estate or interest to be insured: Fee Simple
 - b. MORTGAGEE: 2021 ALTA Loan Policy with Florida Modifications \$
Proposed Insured:
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)* Fee Simple
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)* Marsha F. Rau, an unmarried widow and, as disclosed in the Public Records, has been since *(Date)* 10/26/1993
5. The Land is described as follows:
Commence at the Northwest corner of the East 1/2 of NW 1/4 of NW 1/4 of SE 1/4 of Section 5, Township 34 South, Range 25 East, Hardee County, Florida; thence run South 00°02'35" East along the West line of the East 1/2 of NW 1/4 of NW 1/4 of SE 1/4 of said section, a distance of 30.79 feet to the South R/W line of road; thence run North 89°43'08" East along said South R/W line a distance of 408.75 feet to the Point of Beginning; thence continue North 89°43'08" East along R/W line a distance of 238.77 feet; thence run South 00°16'52" East along R/W line a distance of 7.00 feet; thence run North 89°43'08" East along R/W line a distance of 11.75 feet to East line of W 1/2 of NE 1/4 of NW 1/4 of SE 1/4 of said section; thence run South 00°04'52" East along said East line a distance of 167.21 feet; thence run South

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
1408 Westshore Blvd, Suite 900, Tampa, Florida 33607 (612) 371-1111

DRAFT

AUTHORIZED SIGNATORY
Abel A. Putnam

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

***AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)***

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule A (Continued)

Issuing Office File Number: 24-P-0361A

89°43'08" West a distance of 250.66 feet; thence run North 00°02'35" West, a distance of 174.21 feet to the Point of Beginning.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: 24-P-0361A

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 Marsha F. Rau, an unmarried widow, to TBD.
 - B. Recording of a certified Death Certificate of Michael C. Rau.
 - C. Recording of an Affidavit of a knowledgeable party establishing that Marsha F. Raul and Michael C. Rau were continuously married from a point in time prior to acquiring the Land through his date of death. Said Affidavit shall also establish that no Florida Estate Tax is due on his estate.
5. Proof of payment of all real property taxes through 2024. Taxes are paid through 2023.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: 24-P-0361A

EXCEPTIONS FROM COVERAGE

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2.
 - a. General or special taxes and assessments required to be paid in the year _____ 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. Any lien provided by County Ordinance or by Chapter 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.
5. Rights of the lessees under unrecorded leases.
6. 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.

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Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 697200 2023

R 05-34-25-0000-07560-0000

REAL ESTATE TAX/NOTICE RECEIPT FOR HARDEE COUNTY

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00880000	\$1,986.71
SCHOOL-STATE LAW	.00315600	\$791.40
SCHOOL-LOCAL BRD	.00224800	\$563.71
SWFWMD WATER DIST	.00020430	\$46.12
TOTAL AD-VALOREM:		\$3,387.94

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - FIRE PROTECTION	\$202.87
Asmt - SOLID WASTE DISPOSAL	\$245.59
TOTAL NON-AD VALOREM:	\$448.46

COMBINED TAXES & ASMTS: **\$3,836.40**

DISCOUNT: **\$0.00**

UNPAID BALANCE: **\$0.00**

Exemptions: HX-\$25,000.00 HB-\$25,000.00

Property Address:
1245 LOUISIANA ST WAUCHULA 33873

RAU MARSHA F
RAU MICHAEL C (EST OF)
1110 W TERRACE DR
PLANT CITY, FL 33563 - 8976

1.000 ACRES
1 AC
COM NW COR OF E1/2 OF
NW1/4 OF NW1/4 OF SE1/4 RUN S
00 DEG 02M 35S E 30.79 FT TO S

FAIR MKT VALUE	\$448,465.00	DIST	900
ASSESS	\$275,762.00	EXEMPT VALUE	\$50,000.00
TAXABLE VALUE	\$225,762.00		

**** PAID ****

Last Payment: 11/27/2023 **Receipt Number:** 9808741

Amount Collected: \$3,682.94 **Discount Amount:** \$0.00

Tax Roll Property Summary

Parcel	Roll Type	Year	Original	Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
0534250000075600000	R	2023	\$3,387.94	\$448.46		11/27/2023	\$3,682.94	\$0.00
0534250000075600000	R	2022	\$3,303.16	\$426.27		11/27/2022	\$3,580.25	\$0.00
0534250000075600000	R	2021	\$3,292.13	\$418.20		11/30/2021	\$3,561.92	\$0.00
0534250000075600000	R	2020	\$3,307.95	\$391.49		11/4/2020	\$3,551.46	\$0.00
0534250000075600000	R	2019	\$3,320.62	\$371.17		11/29/2019	\$3,544.12	\$0.00
0534250000075600000	R	2018	\$3,239.08	\$359.24		11/23/2018	\$3,454.39	\$0.00
0534250000075600000	R	2017	\$3,252.30	\$334.69		11/20/2017	\$3,443.51	\$0.00
0534250000075600000	R	2016	\$3,185.91	\$325.43		11/26/2016	\$3,370.89	\$0.00
0534250000075600000	R	2015	\$3,252.54	\$325.59		12/17/2015	\$3,470.79	\$0.00



Contract For Sale and Purchase

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

POLK COUNTY, FLORIDA STATE, NOVEMBER 9, 2024 MONTH/DATE YEAR

Buyer: Address: City: State: FL Zip: Phone/Email:	Seller: Address: City: State: FL Zip: Phone/Email:
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Buyer hereby offers to purchase the following described property:
1245 Louisiana St, Wauchula, FL

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, PA \$ 25,000.00
500 S. Florida Ave, Lakeland, FL 33802
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 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: DECEMBER 9, 2024. 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, 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 NOVEMBER 9, 2024 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 or the ability of Buyer to obtain hazard insurance coverage for the property.

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__ 24 .

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

Printed Name: _____ Printed Name: _____

Printed Name: _____ Printed Name: _____

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

Hardee County Property Appraiser

Hurricane Damage

Hurricane Damage Form

Homestead Exemption

Apply for Homestead Exemption

Parcel Summary

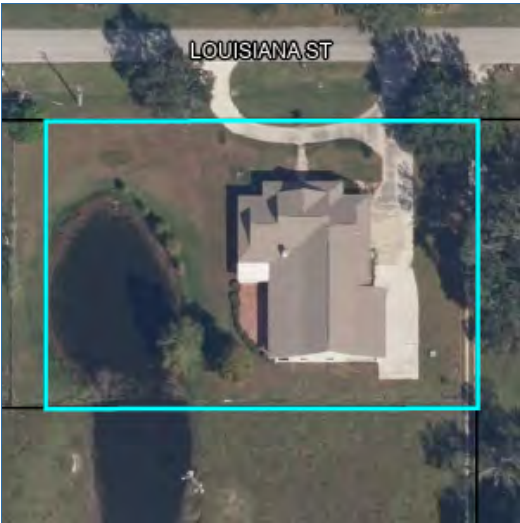
AlternatelD	7890
Parcel ID	05-34-25-0000-07560-0000
Location	1245 LOUISIANA ST
Address	WAUCHULA 33873
Brief Legal	1 AC COM NW COR OF E1/2 OF NW1/4 OF NW1/4 OF SE1/4 RUN S 00 DEG 02M 35S E 30.79 FT TO S R/W LINE OF RD N 89 DEG 43M 08S E ALONG S R/
Description	W LINE 408.75 FT FOR POB N 89 DEG 43M 08S E ALONG R/W LINE 238.77 FT S 00 DEG 16M 52S E 7 FT N 89 DEG 43M 08S E ALONG R/W 11.75 FT TO E LINE OF W1/2 OF NE1/4 OF NW1/4 OF SE1/4 RUN S 00 DEG 04M 52S E 167.21 FT S 89 DEG 43M 08S W 250.66 FT N 00 DEG 02M 35S W 174.21 FT TO POB 05 34S 25E 515P556 522P79 566P291 563P568 689P536 695P1397(CD) 201925005132-WILL (Note: Not to be used on legal documents.)
Property Use	SINGLE FAMILY (0100)
Code	
Sec/Twp/Rng	5-34-25
Tax District	UNINC CO (900)
Millage Rate	14.4083
Acreage	1
Homestead	Y

[View Map](#)

Owner Information

Primary Owner
RAU MARSHA F
RAU MICHAEL C (EST OF)
1110 W TERRACE DR
PLANT CITY, FL 33563

Map



Preliminary Values

	2024 Preliminary Values
Building Value	\$471,129
Extra Features Value	\$4,162
Land Value	\$29,000
Land Agricultural Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$504,291
Assessed Value	\$284,035
Exempt Value	\$50,000
Taxable Value	\$234,035
Maximum Save Our Homes Portability/Non-Homestead Cap	\$220,256

Historical Values

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
Building Value	\$415,729	\$357,643	\$332,062	\$270,455
Extra Features Value	\$3,736	\$3,830	\$3,924	\$4,019
Land Value	\$29,000	\$20,000	\$16,000	\$16,000
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$448,465	\$381,473	\$351,986	\$290,474
Assessed Value	\$275,762	\$267,730	\$259,932	\$256,343
Exempt Value	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value	\$225,762	\$217,730	\$209,932	\$206,343
Maximum Save Our Homes Portability/Non-Homestead Cap	\$172,703	\$113,743	\$92,054	\$34,131

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
0100 - RESIDENTIAL	1	AC	0	0

Zoning

Contact the City for Zoning within the City limits

Building Information

Type	SINGLE FAM	Heat	AIR DUCTED
Total Area	6,988	Air Conditioning	CENTRAL
Heated Area	4,046	Bathrooms	3
Exterior Walls	CB STUCCO	Bedrooms	4
Roof Cover	COMP SHNGL	Stories	1
Interior Walls	DRYWALL	Actual Year Built	1997
Frame Type	MASONRY	Effective Year Built	1997
Floor Cover	TILE; CARPET		

Extra Features

Code	Description	Length x Width x Height	Units	Unit Type
C/S 03	CONC SLB	6 x 26 x 0	156	SF
C/S 03	CONC SLB	10 x 105 x 0	1,050	SF
C/S 03	CONC SLB	10 x 97 x 0	970	SF
C/S 03	CONC SLB	10 x 30 x 0	300	SF
D/W 03	DRIVEWAY	65 x 23 x 0	1,495	SF

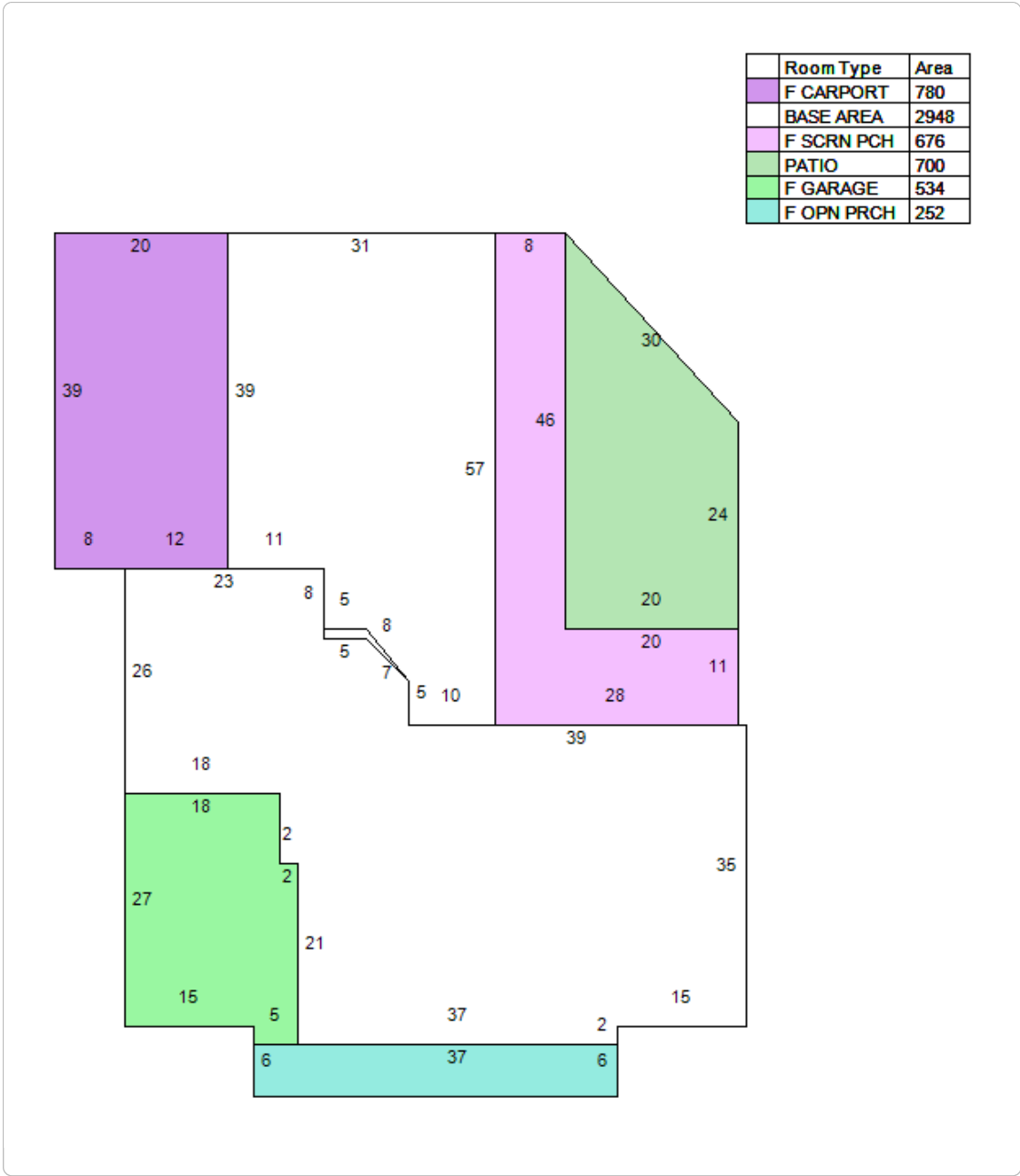
Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/ Page	Instrument Number	Qualification	Reason	Vacant/ Improved	Grantor	Grantee
N	9/8/2005	\$100	WD	689/536		Qualified	QUAL/DEED EXAMINATION	Improved	RAU MARSHA F FKA MARSHA F CARLTON	RAU MICHAEL C & MARSHA F
N	3/17/1999	\$100	QC	566/291		Qualified	QUAL/DEED EXAMINATION	Improved	CARLTON JERALD K (CORR DEED)	RAU MARSHA F FKA MARSHA F CARLTON
N	1/26/1999	\$100	QC	563/568		Qualified	QUAL/DEED EXAMINATION	Improved	CARLTON JERRY K	CARLTON MARSHA F
N	1/16/1997	\$100	QC	522/79		Qualified	QUAL/DEED EXAMINATION	Improved	CARLTON JERALD K & MARSHA F	FUMANTI ROGER & EVELYN H & CARLTON MARSHA F
N	10/1/1996	\$100	QC	515/556		Qualified	QUAL/DEED EXAMINATION	Improved	FUMANTI ROGER & EVELYN H & CARLTON MARSHA	CARLTON JERALD K & MARSHA F

Permits

Permit Number	Type	Description	Issued	Amount
2101429	RR	RESIDENTIAL ROOFING	12/8/2021	\$30,000
0900000	0003	ADD SFR	2/16/2009	\$100,000
0401676	0014	REROOF	12/30/2004	\$7,500

Sketches



Sales Questionnaire Form

Would you like to submit a Sales Questionnaire?

[Sales Questionnaire Form](#)

The Hardee County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. Working values are subject to change.
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