



ALAN FRENKEL
AUCTION & REALTY LLC

AUCTION

BIDDER'S INFORMATION PACKAGE

THURSDAY • JULY 17th • 6 PM

3 BEDROOM / 2 BATH FURNISHED GOLF COURSE HOME

in the HIGHLANDS RIDGE COMMUNITY



4309 NORTH COURSE LANE
AVON PARK, FLORIDA 33825

412 Raehn Street • Orlando, Florida 32806 • Tel: 321.710.3494 • Toll Free: 888.416.5607
www.AlanFrenkel.com • FL # AB3436AU1522 • Alan@AlanFrenkel.com

LICENSED REAL ESTATE BROKERS • AUCTIONEERS • APPRAISERS

4309 NORTH COURSE LANE – Highlands Ridge

UPDATES/IMPROVEMENTS

- ROOF (May 2021 = \$15,000)
- AIR CONDITIONER (October 2016 = \$5,300)
- GENERATOR (2018 = \$13,000)
- IMPACT RESISTANT WINDOWS (2018 = \$10,000)
- SCREEN CAGE (2017 = \$15,500)
- SUNBLOCKING SHADES in Sunroom (2018 = \$4,000)
- EXTERIOR PAINTED (2021)
- INTERIOR PAINTED (2018)
- GARAGE DOOR (2023)

APPLIANCES

- DISHWASHER (May 2022)
- MICROWAVE (December 2021)
- REFRIGERATOR (2017)

*Water bill (using well irrigation) = \$48.00-57.00 monthly

*Water bill (without using well irrigation) = \$150.00-\$225.00 monthly



IMAPP - StellarMLS

Highlands County Tax Report - 4309 N COURSE LN, AVON PARK, FL 33825-8598

PROPERTY INFORMATION

PID # C 04 34 29 030 0000 0570

Property Type: Residential

Property Address:
4309 N COURSE LN
AVON PARK, FL 33825-8598

Current Owner:
BROWN C DALE & SARA A TRUST

Tax Mailing Address:
2702 S LAMAR BLVD APT 224
OXFORD, MS 38655-7745

Property Use:
01 / SINGLE FAMILY

Land Use:
SFR GOLF (0140)

Zoning: R1FUD

Frontage: 69 ft **Depth:** 110 ft

Lot Size: 0.1739 acres / 7,576 sf

Waterfront: No

Development Name: VILLAGES OF HIGHLANDS RIDGE

Subdivision: VILLAGES OF HIGHLANDS RIDGE

Census Tract/Block: 960101 / 2014

Twn: 34 **Rng:** 29 **Sec:** 04

Block: 0000 **Lot:** 0570

Neighborhood Code: 3731.00

Coordinates: 27.5572(lat) -81.426(lon)

Legal Description:
VILLAGES OF HLANDS RIDGE PH VII-B SEC 1 PB 16 PG 59 LOT 57

Legal Book: 16 **Legal Page:** 59



subject

Active

Pending

Sold

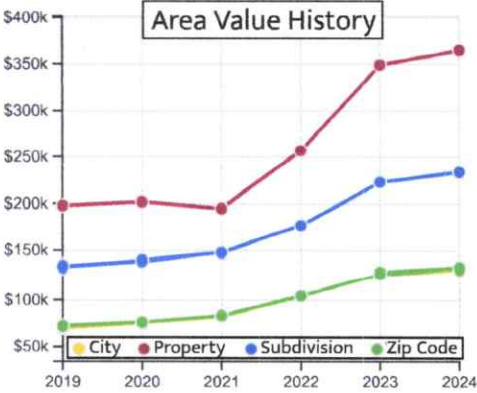
Withdrawn

Expired

Foreclosures

VALUE INFORMATION

	2020	2021	2022	2023	2024
Building Value:	\$162,086	\$154,527	\$215,219	\$306,160	\$323,555
Extra Features:	\$10,522	\$11,055	\$12,263	\$13,439	\$11,938
Agricultural Value:	\$40,522	\$41,055	\$42,263	\$43,439	\$41,938
Land Value:	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Just Market Value:	\$202,608	\$195,582	\$257,482	\$349,599	\$365,493
Percent Change:	- n/a -	-3.47%	31.65%	35.78%	4.55%
Total Assessed Value:	\$202,608	\$195,582	\$257,482	\$349,599	\$365,493
Homestead Exemption:		Yes	Yes	Yes	Yes
Total Exemptions:					
Taxable Value:	\$141,331	\$144,010	\$149,830	\$162,000	\$157,000
Ad Valorem Taxes:	\$2,256.57	\$2,261.42	\$2,217.96	\$2,638.51	\$2,195.78
Non-Ad Valorem Taxes:	\$288.00	\$365.04	\$382.19	\$0.00	\$437.34
Total Tax Amount:	\$2,544.57	\$2,626.46	\$2,600.15	\$2,638.51	\$2,633.12



Taxing District(s): 1
*Non-Ad Valorem Levies: COUNTY FIRE - RESIDENTIAL (\$207.87) COUNTY MANDATORY SOLID WASTE (\$229.47)



Estimated Current Value:

\$454,440*

Equity Estimate: \$454,440



*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	INTRAFAMILY TRANSFER & DISSOLUTION			Price:	\$0	Qualifiers:	U ¹
Sale Date:	02/05/2018	Recorded Date:	02/13/2018	Document #	1884223		
Grantor:	BROWN CURTIS D			Grantee:	BROWN BROWN C		
Deed Type:	WARRANTY DEED			Price:	\$215,000	Qualifiers:	Q, I
Sale Date:	08/17/2016	Recorded Date:	08/24/2016	Document #	1824859		
Grantor:	BARNES BRUCE			Grantee:	BROWN CURTIS D		
Deed Type:	WARRANTY DEED			Price:	\$282,900	Qualifiers:	Q, I
Sale Date:	10/17/2005	Recorded Date:	10/26/2005	Document #	1355106		
Grantor:	SEBRING LAND LP			Grantee:	BARNES BRUCE		

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved
¹ UNQUALIFIED - NOT ARMS LENGTH TRANSACTION

BUILDING INFORMATION

1. 01 / 01	Heated Area:	2,221 sf	Year Built:	2005 act / 2005 eff	Eff Year Built:	2005
Beds: 3	Baths:		Stories:	1.0	Rooms:	0
Interior Wall:	DRYWALL	Structural:		Fireplace:	No	
Heating:	FORCE AIR-DUCTED	Flooring:	CARPETCERAMIC CLAY TILE	Exterior Wall:	C.B. STUCCO	
Roof Type:	GABLE OR HIP	Roof Cover:	ARCHITECT SHINGLE	A/C Type:	CENTRAL	
Heat Fuel:	ELECTRIC	Fixtures:	8	Grade:		
Building Subareas:						
FINISHED GARAGE (506 sf)				BASE (2,221 sf)		
ENCLOSED SCREEN POOL AREA (MDL 01 ONLY) (249 sf)				FINISHED SCREEN PORCH (201 sf)		
				UNFINISHED ENCLOSED PORCH (236 sf)		

OTHER IMPROVEMENT INFORMATION

Feature #	Code	Description	Units
1	0031	CONCRETE WALK	24
2	0034	PAVERS CONCRETE/BRICK	576
3	0034	PAVERS CONCRETE/BRICK	128
4	0034	PAVERS CONCRETE/BRICK	96
5	0034	PAVERS CONCRETE/BRICK	249
6	0202	ENCLOSURE WITH SCREEN	618
7	0203	VINYL PANELS	32









Covered Parking: Yes Details: FINISHED GARAGE - 506 sf Pool: No

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CITY INTERACTIONS

Building Permits					
Permit #	Type	Description	Issued	Value	Contractor
21030786	BROOF	REMOVE ROOFING & RE-ROOF W/SHINGLES	03/24/2021	\$15,100	
18090029	EADDITION	INSTALL 22-KW PERMANENT GENERATOR HOOK-UP	09/04/2018	\$0	
17030164	BRALADD	CNST 11X22'6" ALUM/SCREEN ROOM W/CONC SLAB	03/20/2017	\$15,500	
05100200	MECHANICAL	5 TON SPLIT SYSTEM	10/06/2005	\$4,662	
05081328	GDW	CONSTRUCTING RES DW	08/26/2005	\$0	
05080890	ESERVICE	SINGLE PHASE - 200 AMPERES	08/16/2005	\$0	
05060622	PLUMBING		06/20/2005	\$0	
05041257	BRNBLMONO	CNST SF CBS RESIDENCE FBC-01	06/01/2005	\$222,950	

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Park Elementary School	PK-05	527	B (2023/2024) 	 FL DOE	5.5 miles
 Small Class Sizes					
Avon Park Middle School	06-08	638	C (2023/2024)	 FL DOE	5.2 miles
 Below Average Teachers  Below Average Standardized Testing Scores					
Avon Park High School	09-12	928	C (2023/2024)	 FL DOE	4.5 miles
 Below Average Standardized Testing Scores					
Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024					

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120111	12055C0141C	11/18/2015
Source: FEMA National Flood Hazard Layer (NFHL), updated 11/17/2015				

Parcel C-04-34-29-030-0000-0570

4309 NORTH COURSE LN
AVON PARK, FL 33825-

Owners:

BROWN C DALE + SARA A TRUST

Mailing Address

2702 S LAMAR BLVD #224
OXFORD, MS 38655

DOR Code: 01 - SINGLE FAMILY

Neighborhood: 3731.00 - HIGHLANDS RIDGE GOLF NORTH

Millage: 40 - County Southwest Water

Map ID: 88B

Legal Description

VILLAGES OF HLANDS RIDGE
PH VII-B SEC 1 PB 16 PG 59
LOT 57



Value Summary

Total Building Value	\$313,624
Total XF Value	\$12,083
Total Land Value	\$30,000
Total Land value - Agri.	\$30,000
Income	NA
Total Classified Use Value	\$355,707
Total Just Value	\$355,707

Taxable Value Summary

Total Assessed (Capped) Value	\$355,707
Total Exemptions	\$0
Total Taxable Value	\$355,707

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

Sales History

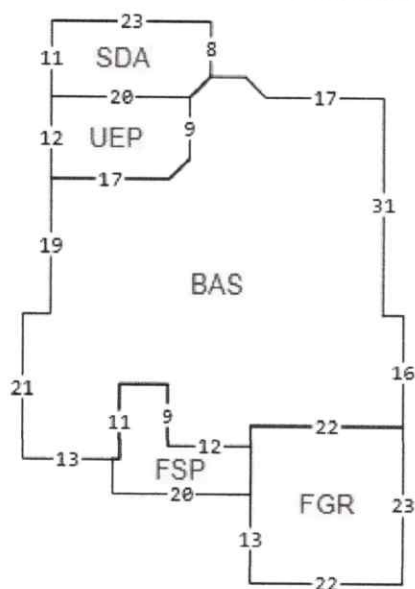
Official Record		Date		Type Inst	Qualified or Unqualified	Vacant or Improved	Reason Code	Sale Price
Book	Page	Month	Year					
2542	1409	08	2016	WD	Qualified	Improved	01	\$215,000
1910	1904	10	2005	WD	Qualified	Improved	00	\$282,900
2620	1906	02	2018	WD	Unqualified	Improved	11	\$100

Buildings

Building 1

Type	Model	EffectiveArea	Quality Index	Effective Base Rate	Repl Cost New	AYB	Econ	Fnct	Other % Dpr	Normal % Dpr	% Cond
01	01	2,747	127	\$140.95	\$387,190	2005	0	0	0.00	19.00 %	81.00 %

4309 NORTH COURSE LN



SDA:93,42:=S11 E20 U3R3 N8 W23 \$ UEP:113,53:=W20 S12 E17 U3R3 N9 \$ BAS:141,53:=W17 U3L3 W5 D3L3
S9 D3L3 W17 S19 W4 S21 E13 E1 N11 E7 S9 E12 N3 E22 N16 W3 N31 \$ FSP:102,105:=S5 E20 N7 W12 N9 W7
S11 W1 \$ FGR:122,110:=S13 E22 N23 W22 S3 S7 \$.

Element	Code	Description
Exterior Wall	17	C.B. Stucco
Exterior Wall 2	0	None
Roof Structure	3	Gable or Hip
Roof Cover	5	Architect Shingle
Interior Wall	5	Drywall
Interior Wall 2	0	None
Interior Flooring	14	Carpet
Interior Flooring 2	11	Ceramic Clay Tile
Heating Fuel	4	Electric
Heating Type	4	Force Air-Ducted
Air Cond. Type	3	Central
Bath Fixtures	8.0	
Bedrooms	3.0	
CW Quality	0	
Common Wall	0	

Element	Code	Description
Wall Height	0	
Rooms / Floor	0	

Subareas

Type	Gross Area	Percent of Base	Adjusted Area	Value
BAS	2,221	100.00 %	2,221	\$253,571
FGR	506	60.00 %	304	\$34,708
UEP	236	60.00 %	142	\$16,212
FSP	201	40.00 %	80	\$9,134
SDA	249	0.00 %	0	\$0
Totals	3,413	N/A	2,747	\$313,624

Extra Features

Code	Descr	BLD	Length	Width	Units	Unit Price	Orig Cond	Year On	AYB	% Cond	Value	Notes
0034	PAVERS	24463	32	18	576.00	6.75		2005	2005	81 %	\$3,149	
0034	PAVERS	24463	32	4	128.00	6.75		2005	2005	81 %	\$700	
0034	PAVERS	24463	12	8	96.00	6.75		2005	2005	81 %	\$525	
0031	C WALK	24463	6	4	24.00	6.75		2005	2005	81 %	\$131	
0203	ENC VNL	24463	32	6	32.00	125.00		2010	2008	68 %	\$2,720	
0034	PAVERS	24463	23	11	249.00	6.75		2017	2017	93 %	\$1,563	IRREGULAR SHAPE
0202	ENC SC	24463	23	11	618.00	6.20		2017	2017	86 %	\$3,295	IRREGULAR

Land Lines

The zoning information contained in this record is **not guaranteed**.
For exact information please contact the Highlands County Zoning Department.

Code	Descr	RD	Zone	Front	Depth	Land Units	Unit Type	Depth Factor	Cond Factor	Total Adj	Unit Price	Adj Unit Prc	Value	Notes
0140	SFR GOLF	B	R1FUD	69.00	110.00	1.00	LT	1.00	1.00	1.00	30,000.00	30,000.00	\$30,000	AVG

DISCLAIMER:
Please note that property values on this site are continuously being updated and are a work in progress throughout the year.
The final values are certified in October of each year.

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History of Highlands Ridge

In the heart of central Florida, where fragrant orange blossoms mingle with warm breezes, there lies a special place: Highlands Ridge.

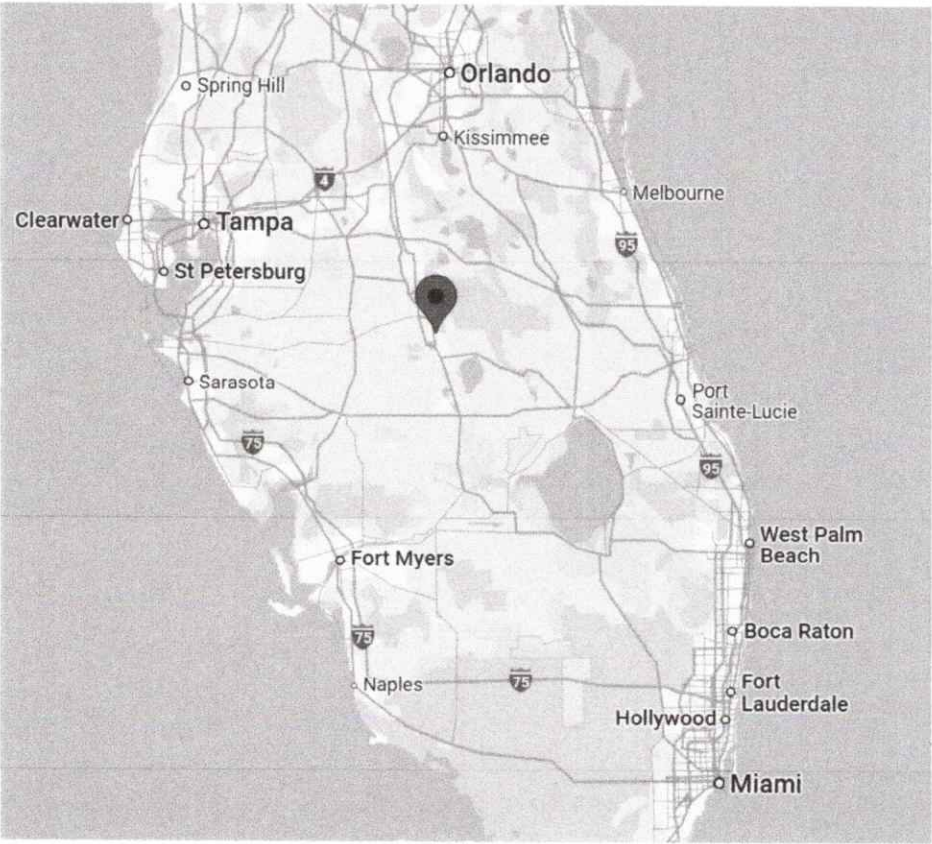
Over thirty-five (35) years ago, John Juve and his partners envisioned the development of a vibrant retirement community nestled between the established cities of Avon Park and Sebring. By 1990 their vision became reality and the agricultural landscape was transformed into the beautiful Highlands Ridge community. Boasting both manufactured and single-family homes, the community became a sought-after destination for retirees from all walks of life.

Highlands Ridge offers a wealth of amenities tailored to an active and fulfilling lifestyle. These amenities include golf on well-manicured courses, swimming in sparkling swimming pools, lively pickleball matches, and established social clubs that celebrate a variety of shared interests and hobbies.

Menu

Today, many original residents still call Highlands Ridge home. As you stroll through the community, you feel the undeniable spirit of togetherness and camaraderie. A simple wave and a friendly smile will lead you on a journey filled with cherished memories and lasting friendships.

Highlands Ridge is more than a place to live ... it is a paradise where you can create the retirement lifestyle you've always dreamed of.



Villages of Highlands Ridge Homeowner's Association
3003 E. Fairway Vista Drive
Avon Park, FL 33825

Menu



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About

Please expand the boxes below to reveal content

Highlands Ridge Development - Historical Timeline

In September 1988, John Juve and 2 partners purchased the Preserve (South Course) land from Highland County L & T Company. Juve and partners became Highlands Ridge Associates Inc. and started the development in April of 1990. Once Marina Cove was underway, the Hidden Creek area was plotted for manufactured homes. Although the zoning and area was prepared for manufactured homes, potential buyers showed great demand for stick built homes. The zoning was then changed to stick built homes, along with the establishment of a separate Hidden Creek HOA.

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Scottish Links HOA into one Highlands Ridge HOA, keeping Marina Cove HOA as a separate entity. In August 2000, Highlands Ridge Associates sold to Sebring Land Limited Partnership (George Apostolicas). Also in August of 2000, Sebring Land Limited Partnership started to acquire additional property from various owners: Charles Kidd, Albert Toussaint and Nancy Altvater. This property became known as the North Course.

In July 2001, Sebring Land LP sold Marina Cove to the Mink family, which is Mink Marina Cove LLC.

A 2005 rendering of the Highlands Ridge community site plan can be viewed [here](#).

In 2009 the Sebring Land Limited Partnership sold the water works to the City of Sebring. Also in 2009, Highlands Ridge Golf and Sebring Land LP sold the common areas to the Mink Family (Highlands Ridge Holdings). In 2013 the Mink family acquired the golf courses.

In 2016, J & P Golf Properties (Joe and Pam Pace) purchased both golf courses and two restaurants from Highlands Ridge Holdings LLC.

In 2023, Iron Mountain Ski Development (Mark Bodnar) purchased both golf courses and two restaurants from J & P Golf Properties.

About the Highlands Ridge Community

Menu

different entities contributing to a wonderful lifestyle.

Highlands Ridge Holdings (HRH), a property management company, owns all the common areas. This includes the pools, shuffleboard and bocce courts, tennis courts, pickleball courts, Founders Hall and activity rooms. HRH owns and are responsible for all the roadways in the community. The site-built homes pay a monthly maintenance fee to HRH for all the facilities, as well as lawn mowing. For more information, visit [HRH website](#).

Marina Cove is a manufactured home community and has their own separate HOA.

The Highlands Ridge Homeowners Association (HR HOA) represents all the site-built homes that make up The Villages of Highlands Ridge. HR HOA works in concert with HRH but does not have any governance over that entity.

The Villages of Highlands Ridge consists of these neighborhoods:

- Hidden Creek
- Arbor Green
- Carter Creek
- Scottish Links
- Golfside Villas
- Oak Run
- North Course

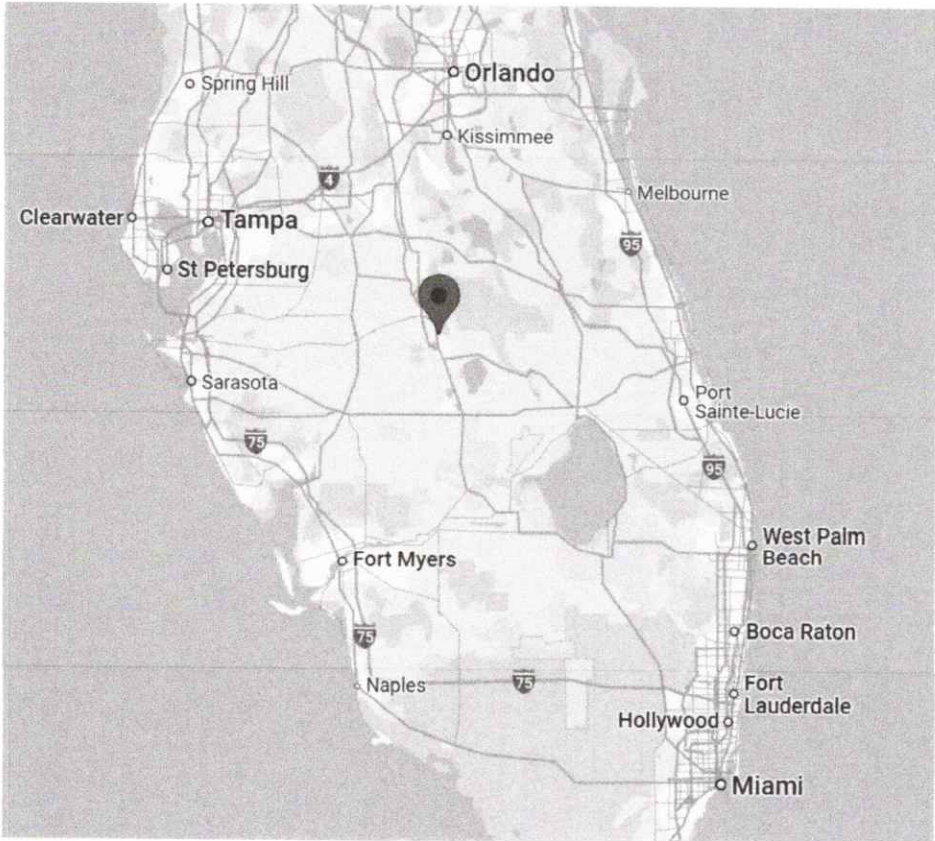
HR HOA interfaces with two other entities that are part of Highlands Ridge:

Menu

owns all the undeveloped residential lots. These available lots are in Arbor Green, Golfside Villas, Oak Run and the North Course. For more information, visit www.highlandsridgehomes.com.

The golf courses and associated buildings are privately owned by Mr. and Mrs. Mark Bodnar (Iron Mountain Ski Development LLC).

Home Sales



Villages of Highlands Ridge Homeowner's Association
3003 E. Fairway Vista Drive
Avon Park, FL 33825



Highlands Ridge Golf Club

One of the best designed courses in central Florida. At over 7200 yards this is your course if you like to hit em long off the tee box with wide open fairways and challenging fast greens. Dave Harmon world renowned architect patterned this course after Kauri Cliffs in New Zealand which was recognized by golf digest at the best new international course in 2001.

With 5 tee boxes and wide open fairways Highlands Ridge offers challenges to golfer of all abilities. One unique feature of Highlands ridge seldom seen but in a handful of other Florida courses is the elevation gains and descents on the various holes.

When designing Highlands Ridge Dave Harmon spared no expense to move millions of tons of sand and dirt creating hills and elevated areas through out his masterpiece of a course.

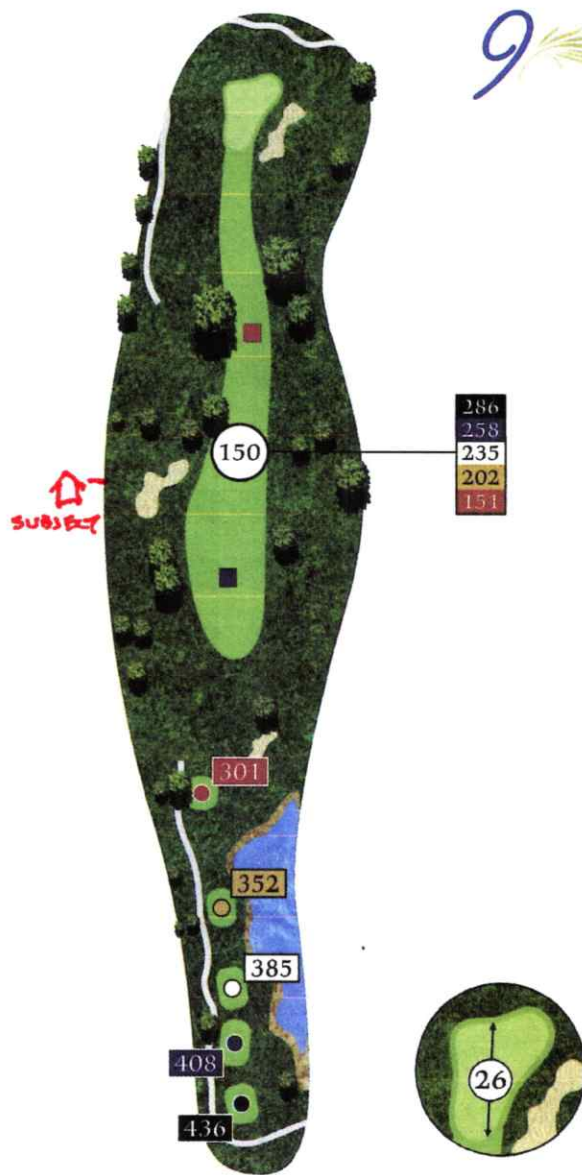


[Score Card](#)

[Rates](#)

[Tee Times](#)

9



PAR 4 HANDICAP 1 / 7

Highlands
of Ridge
North Course



Hole	1	2	3	4	5	6	7	8	9	Out	10	11	12	13	14	15	16	17	18	In	Tot	Hcp Net
Black Tees	392	411	419	558	408	190	528	214	436	3556	423	422	418	213	444	569	187	413	496	3585	7141	74.7/138
Blue Tees	379	391	376	539	376	176	500	201	408	3346	378	392	399	185	411	553	169	389	481	3357	6703	72.6/135
White Tees	344	364	326	493	364	157	460	170	385	3063	330	378	361	172	356	504	158	335	465	3059	6122	M: 70.2/125 W: 76.0/135
Gold Tees	305	299	298	442	330	129	389	156	352	2700	284	346	307	137	324	447	118	271	440	2674	5374	M: 66.3/117 W: 71.4/125
Hcp	11	5	15	7	3	13	9	17	1		12	2	6	14	10	4	18	16	8			Rating/Slope
Pace of Play	1:13	:27	:41	:51	1:05	1:19	1:30	1:46	2:00		1:13	:27	:43	:53	1:09	1:19	1:32	1:46	2:02			
Men's Par	4	4	4	5	4	3	5	3	4	36	4	4	4	3	4	5	3	4	5	36	72	
Red Tees	258	290	289	432	287	113	362	109	301	2441	275	291	300	103	315	436	93	266	367	2446	4887	M: 63.5/116 W: 69.1/117
Ladies' Par	4	4	4	5	4	3	5	3	4	36	4	4	4	3	4	5	3	4	5	36	72	
Ladies' HCP	9	15	5	1	11	13	3	17	7		8	10	6	16	12	2	18	14	4			

Date:

Score:

Attest:



ALAN FRENKEL
AUCTION & REALTY LLC

REAL ESTATE PURCHASE
AND SALE CONTRACT

Alan Frenkel
Auction & Realty, LLC.
Licensed Real Estate Broker
412 Raehn St., Orlando, FL 32806
888.416.5607 FL#AB3436-AU1522

THIS PURCHASE AND SALE CONTRACT, made and entered into this 17th day of July, 2025,
by and between
C. Dale Brown and Sara A. Brown Joint Revocable Trust dated February 5th, 2018,

Sara A. Brown, Successor Trustee	4309 North Course Lane, Avon Park, FL 33825	
NAME(S)	ADDRESS	PHONE
hereinafter referred to as "Seller" and		

NAME	ADDRESS	PHONE
------	---------	-------

or their assigns, however no party shall be released from liability under this contract hereinafter referred to as "Buyer". (Any assignments may result in additional costs.) WITNESSETH:
That Seller agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in
Highlands County, State of Florida together with all improvements thereon, more particularly described as follows:
A 3 bedroom / 2 bath home located at 4309 North Course Lane, Avon Park, FL and further identified by PID# C-04-34-29-030-0000-0570IN Highlands County Property Appraiser's office and being the same property recorded in
Deed Book No. 2620 Page No. 1906-7 at the County Clerk's Office in Sebring, FL
The Buyer agrees to pay therefore the sum of: \$ bid price, plus the 10% Auction Fee of \$, which
together equal the full contract price of \$, therefore:
\$, full contract price to be paid as follows:
\$, 20% Cash, the receipt of which is hereby acknowledged, and which is deposited in Alan Frenkel
Auction & Realty, LLC. Escrow Account and,
\$,
\$, Balance shall be due and payable in full on or before the announced CLOSING DATE, which
CLOSING DATE, shall be on or before 8/15/2025, unless extended by other provisions of this Contract.
Possession of the subject real estate shall occur simultaneously with closing if all funds have cleared, and
otherwise upon clearance of all funds.

All payments hereunder shall be made in cash, cashier's check, or wire transfer of funds.
Seller agrees to pay all taxes due and payable through July 17th, 2025
Buyer agrees to pay all taxes from July 18th, 2025
The following prorations shall be made at Closing as of the Closing Date HOA dues

PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in escrow by Alan Frenkel Auction & Realty, LLC. (Escrow Agent) until the Escrow Agent is satisfied that all other terms and conditions of this Contract are satisfied.

ESCROW: Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. In the alternative, Escrow Agent shall have the right, but not the obligation, in Escrow Agent's sole discretion, to transfer any or all funds held in escrow to a closing agent agreed upon by Buyer and Seller. In the event of such a transfer, Escrow Agent shall be relieved of all further liability with respect to the transferred funds, and all funds not yet paid or deposited as required by this Contract shall thereafter be paid to and deposited with said closing agent. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Escrow Agent may, in Escrow Agent's sole discretion, interplead the subject matter of the escrow, or pursuant to order of Court deposit same, with the Clerk of the Circuit Court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer(s) and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the escrow, Escrow Agent shall recover all attorney's fees and costs incurred by Escrow Agent with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Both Seller and Buyer agree that Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Alan Frenkel Auction & Realty, LLC., its agents, independent contractors, officers, directors and employees will not be held liable to either or both Seller and Buyer for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof. The Auctioneer shall also receive accrued interest on any escrowed funds held by the Auctioneer.

FAILURE OF PERFORMANCE: 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, Seller, and Alan Frenkel Auction & Realty, LLC. 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 Seller elects to retain the deposits paid by Buyer
Sellers initials Buyers initials

such sums shall be disbursed to Seller and Alan Frenkel Auction & Realty, LLC, in accordance with their Auction Agreement. In addition, in the event of Buyer's failure of performance as described above, Buyer shall pay to Alan Frenkel Auction & Realty, LLC., the Buyer's Premium, which amount due from Buyer may be reduced by any amount received by Alan Frenkel Auction & Realty, LLC., Inc. from any forfeited deposit(s) pursuant to this Contract and received by Alan Frenkel Auction & Realty, LLC pursuant to this Contract and the aforesaid Auction Agreement. 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, as Buyer's sole and mutually exclusive remedies, may either seek specific performance or elect to receive the return of Buyer's deposit(s). Buyer(s) hereby waives any action for damages resulting from Seller's breach.

CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller unless this auction is pursuant to an order of the courts having jurisdiction in the transfer to the subject real estate, in which instance title shall be conveyed in accordance with such order.

OTHER AGREEMENTS: This Contract specifically incorporates by reference all language in the Opening Announcements of the Auction, whether verbal or in writing, made at the auction of the Real Property and in any and all prior agreements made between Buyer and Seller's agent, Alan Frenkel Auction & Realty, LLC., including, but not limited to, the Real Estate Auction Registration for Real Estate and Bid Acknowledgment. Notwithstanding the foregoing, any and each agreement executed prior to this Contract by Buyer and Alan Frenkel Auction & Realty, LLC., shall not be deemed merged into this Contract, though the terms therein shall be deemed fully incorporated herein, but shall remain enforceable in their own right, individually and collectively. As between Buyer(s) and Seller, no other prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

TITLE MATTERS: The property is sold subject to any easements, restrictions, limitations, rights of way, planning and zoning regulations, and other matters of record not affecting the marketability of the Property. If the Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, prior to the Closing Date, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

RISK OF LOSS: The Seller shall deliver the subject real estate to the Buyer in the same condition as found date of auction. In the event the subject property is destroyed or significantly damaged by fire or other casualty, Seller or Buyer may cancel this transaction. Buyer shall receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. Seller or Buyer may cancel this transaction upon providing written notice to the other party within seven business days of the occurrence of the fire or other casualty or by the scheduled closing date, if earlier.

CAPACITY: All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

PROPERTY TAX DISCLOSURE SUMMARY: 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.

INDEMNIFICATION: The Buyer and Seller, jointly and severally, and their respective agents, employees or any other parties acting on their behalves, specifically agree to INDEMNIFY AND HOLD HARMLESS Alan Frenkel Auction & Realty, LLC, its officers, directors and employees, for any injuries or damages arising under or pursuant to this Purchase and Sale Contract.

JURISDICTION AND VENUE: The undersigned(s) hereby agree that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, consent to the jurisdiction of such court in any suit, action or proceeding and waive any objection which they may have to the laying of venue of any such suit, action or proceeding in such courts. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

ATTORNEYS FEES: In the event any party is required to take any action to enforce the terms of this Contract, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs. Reasonable attorney's fees shall include those fees incurred (a) before, during and after litigation, including those incurred in attempting collection without litigation, (b) in litigating in all trial and appellate levels, (c) in any bankruptcy proceeding and (d) in any post-judgment proceeding.

WAIVER OF RIGHT TO A JURY TRIAL: ALL PARTIES HERETO HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS CONTRACT.

If the sale of the subject real estate is by auction, we hereby certify that we agree and acknowledge that it is subject to all restrictions and announcements made at the opening of the auction, whether verbal or in writing. We further certify that we have examined the property described hereinabove; that we are thoroughly acquainted with its conditions and accept it as such. Buyer(s) shall accept this real estate on an "AS IS" basis with no warranties expressed or implied. All closing costs, i.e. documentary stamps, title insurance, mortgage costs (if applicable) and any other costs associated with the transfer of deed shall be at the expense of the buyer(s).

BUYER AND SELLER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.

Signed by: _____
(Seller) 9D985A277E134EA... (Date) (Seller) (Date)

(Buyer) (Date) (Buyer) (Date)

ALAN FRENKEL AUCTION & REALTY, LLC., Escrow Agent

Witness

Highlands County Code of Ordinances Land Development Regulations (2022)

Section 12.05.210. R-1A residential district.

- A. Intent.** The R-1A residential district is intended to be single-family residential area, medium population density with minimum lot area.
- B. Permitted principal uses and structures are as follows:**
1. Any use permitted in EU district, except for a guesthouse. (Ord. No. 19-20-09 § 17)
 2. Central wastewater treatment and water treatment facilities serving a single development. (Ord. No. 16-17-17 § 43; Ord. No. 19-20-09 § 17)
 3. Schools, public and private (see definitions in # 263). (Ord. No. 06-07-37 § 7)
- C. Permitted accessory uses and structures.** Permitted accessory uses and structures in this district shall be accessory uses and structures when located on the same lot and not involving the conduct of any business, trade, occupation or profession, except as permitted in the EU district.
- D. Special exceptions.** Permissible in this district by the BOA after public hearing and subject to appropriate conditions and safeguards are:
1. Any special exception in EU district except the keeping or pasturing of livestock or animals (Ord. No. 22-23-08 § 2)
 2. Unattached guesthouse as an accessory to a principal dwelling, provided that the owner shall sign an agreement that such guesthouse will not be used for rental purposes. (Ord. No. 16-17-17 § 44; Ord. No. 19-20-09 § 18) (Ord. No. 22-23-08 § 2)
 3. Raising, keeping, or maintaining up to two (2) caged female chickens (hens) or other domesticated fowl, but not including roosters, so long as the raising, keeping or maintenance does not create a nuisance. The structure housing the animals shall be no less than 25 feet from all property lines, unless a reduced setback is approved at the public hearing and under no circumstance shall such structure be located in any front yard. (Ord. No. 22-23-08 § 2)
 4. Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the

detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term "lakefront" shall exclude streams, rivers, and manmade ponds and canals. (Ord. No. 22-23-08 § 2)

- E. **Minimum lot requirements** in regard to area and width, in this district are 10,000 square feet lot area; minimum 80-foot frontage.
- F. **Maximum lot coverage by all buildings.** The maximum lot coverage by all buildings in this district shall be 50 percent. (Ord No. 05-06-05 § 16; Ord No. 05-06-30 § 16; Ord. No. 13-14-02 § 9; Ord. No. 16-17-17 § 45)
- G. **Minimum yard requirements.** The minimum depth of front and rear yards and width of side yards, for a residence in this district shall be:
 - 1. **Front:** 25 feet.
 - 2. **Side:** Seven and one-half feet.
 - 3. **Rear:** 25 feet.
 - 4. **Corner:** 15 feet side street setback.
- H. **Maximum height of structures.** Maximum height of structures shall be as follows:
 - 1. **Residence:** No dwelling shall exceed 35 feet in height, except as provided in Section 12.05.302. See definition of Height of buildings in Section 12.02.104.
 - 2. **Permitted nonresidential:** Same as EU Estate District. (Ord. No. 09-10-03 § 3)
- I. **Permitted nonresidential structure or use yards.** Yards of permitted nonresidential structures or uses in this district shall be subject to the same requirements as for the EU district.

- J. Minimum floor area** in this district shall be 1,000 square feet excluding carports, porches, patios, storage, and utility rooms. (Ord. No. 19-20-09 § 19)
- K. Limitation on signs shall apply in this district.** No signs intended to be read from off the premises, except:
 - 1. Same as EU district.
- L. Limitations on uses.** The following limitations on uses apply in this district:
 - 1. Central wastewater treatment facilities or structures or water treatment facilities or structures shall conform to the standards contained in section 12.08.131. (Ord. No. 16-17-17 § 46)
 - 2. All central potable water facilities shall comply with all applicable federal and state laws, rules, and regulations, including permitting requirements. (Ord. No. 05-06-05 § 17; Ord. No. 05-06-30 § 17; Ord. No. 16-17-17 § 46; Ord. No. 19-20-09 § 20)

(Res. of 8-18-70, § 5 (sched. R-1A); Ord. No. 90-02; Ord. No. 91-11, § 2; Ord. No. 93-15, §§ 22, 24; Ord. No. 94-4, § 11; Ord. No. 99-18 §§ 5, 24, 43 Ord. No. 00-01-11 §12; Ord. No. 00-01-25 § 7) (Ord. No. 03-04-1)(Old Sec. 12-84) (Ord. No. 05-06-05 §§ 16, 17; Ord. No. 05-06-30, §§ 16, 17; Ord. No. 06-07-37, § 7; Ord. No. 09-10-03 § 3; Ord. No. 16-17-17 § 43-46; Ord. No. 19-20-09 § 17-20) (Ord. No. 22-23-08 § 2)

Section 12.05.211. R-1 residential district.

Regulations for the R-1 residential district shall be the same as the R-1A district, except the minimum floor area shall be 750 square feet with same exclusions.

(Res. of 8-18-70, § 5 (sched. R-1)(Ord. No. 03-04-1) (Old Sec. 12-85) (Ord. No. 05-06-05)

Highlands County Zoning Division, 501 S. Commerce, Sebring, FL 33870, 863-402-6638.

Highlands County Property Appraiser

C-04-34-29-030-0000-0570<https://www.hcpao.org/Search/Parcel/29340403000000570C>

4309 NORTH COURSE LN

AVON PARK, FL 33825-

DOR Code: 01 - SINGLE FAMILY**Neighborhood Code:** 3731 - HIGHLANDS RIDGE GOLF
NORTH**Owners**BROWN C DALE + SARA A
TRUST**Legal Description**VILLAGES OF HLANDS RIDGE
PH VII-B SEC 1 PB 16 PG 59
LOT 57**Mailing Address**2702 S LAMAR BLVD #224
OXFORD, MS 38655<https://www.hcpao.org/gis/default.htm#29340403000000570C>

SHEET 1 OF 2

APRIL 2004

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21

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SCM

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5. **PLU**

RADON GAS DISCLOSURE

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 guide lines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

Buyer

Date

Buyer

Date

2

PG
18.50
70
CF 3.00

Prepared by & Return to:

JOHN K. MCCLURE,
John K. McClure, P.A. (cig)
211 S. Ridgewood Dr.
Sebring, Florida 33870



Property Appraiser's Parcel ID No.: C-04-34-29-030-0000-0570

WARRANTY DEED

THIS INDENTURE, made this 05 day of February, 2018, between **CURTIS D. BROWN (a/k/a Curtis Dale Brown) and SARA A. BROWN, husband and wife**, whose address is 4309 North Course Lane, Avon Park, Florida 33825, hereinafter Grantor, and **C. DALE BROWN and SARA A. BROWN, as Co-Trustees of the C. DALE BROWN AND SARA A. BROWN JOINT REVOCABLE TRUST dated February 5, 2018**, whose address is 4309 North Course Lane, Avon Park, Florida 33825, hereinafter Grantee.

(Whenever used herein the term "grantor" and "grantee" shall include all parties to this instrument, whether singular or plural, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires.)

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and no/100ths Dollars, and other good and valuable considerations to said Grantor, in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida**, to-wit:

Lot 57, VILLAGES OF HIGHLANDS RIDGE - PHASE VII-B, SECTION ONE, according to the map or plat thereof as recorded in Plat Book 16, Page 59, of the Public Records of Highlands County, Florida.

Property Appraiser's Parcel ID No.: C-04-34-29-030-0000-0570

Physical Address: 4309 North Course Lane, Avon Park, Florida 33825

Subject to taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Said property constitutes the homestead of the Grantors under the laws and constitution of the State of Florida.

This instrument was prepared at the request of the parties without the benefit of title insurance abstract or other title evidence. No responsibility is assumed for title or description problems.

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and to convey said land; that 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.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence as to both:

John K. McClure
John K. McClure, Witness

Curtis D. Brown
CURTIS D. BROWN, Grantor

Catherine I. Gunter
Catherine I. Gunter, Witness

Sara A. Brown
SARA A. BROWN

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CURTIS D. BROWN and SARA A. BROWN [] who are both personally known by me or [x] who both produced Photo ID as photo identification, and who did not take an oath.

WITNESS my hand and official seal this 5th day of February, 2018.



Jessica M. Grant
Notary Public, State of Florida at Large

(SEAL)

Real Estate Details

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PROPERTY DETAIL					
BROWN C DALE + SARA A TRUST 2702 S LAMAR BLVD #224 OXFORD, MS 38655 REAL ESTATE PROPERTY ID #: C043429-03000000570 TAX YEAR: 2024					
PROPERTY ADDRESS: 4309 NORTH COURSE LN STATUS: Paid					
LEGAL DESCRIPTION: VILLAGES OF HLANDS RIDGE PH VII-B SEC 1 PB 16 PG 59 LOT 57 PRIOR YEARS DUE:					
Market Value:					365,493
Assessed Value:					212,000
EXEMPTIONS:					
HOMESTEAD BANDED NON SCHOOL					25,000
HOMESTEAD ALL					25,000
WIDOW-CT					5,000
EI CORRECTION:					
AD VALOREM TAX:					
Taxing Authority	Assessed Value	Exemptions	Taxable Value	Millage Rate	Taxes Levied
COUNTY GENERAL	212,000.00	55,000.00	157,000.00	7.6000	1,193.20
SCHOOL GENERAL FUND	212,000.00	30,000.00	182,000.00	3.0960	563.47
SCHOOL BASIC DISCRETIONARY	212,000.00	30,000.00	182,000.00	0.7480	136.14
SCHOOL CAPITAL IMPROVEMENT	212,000.00	30,000.00	182,000.00	1.5000	273.00
SWFWM DISTRICT	212,000.00	55,000.00	157,000.00	0.1909	29.97
TOTAL AD VALOREM TAX:					13.134900 \$2,195.78
NON AD VALOREM TAX:					
Code	Fund				Amount
052	COUNTY MANDATORY SOLID WASTE				229.47
120	COUNTY FIRE - RESIDENTIAL				207.87
TOTAL NON-AD VALOREM TAX:					
GROSS TAX:					\$2,633.12
TOTAL:					\$2,633.12
PAYMENTS:					

Posted	Receipt	Paid By	Amount	Action
11/20/2024	H11202024P008720	C DALE BROWN AND SARA ANNE BROWN JO SARA A BROWN CO TRUSTEE	2,527.80	receipt (editPayment2.action? action=receipt&masterPaymentId=2488261) summary (editPayment2.action? action=receiptSummary&masterPaymentId=2488261)
REFUND				
Posted		Refund Amount		
Nothing found to display.				
Allow 4 to 6 weeks from date posted for processing. If not received after 6 weeks contact the Highlands County Tax Collectors office.				
Allow 4 to 6 weeks from date posted for processing. If not received after 6 weeks contact the Highlands County Tax Collector's office.				
ESCROW CODE:				
NAME:				
ADDRESS:				
Contact Info:				

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ALAN FRENKEL
AUCTION & REALTY LLC

AUCTION

BACK UP BUYER REQUEST FORM

In the event any of the following properties do not close, please contact me immediately.

Bidder No. _____ Amount of Bid _____

Property __ 4309 North Course Lane, Avon Park, FL _____

Name _____

Address _____

City _____ State _____ Zip _____

Telephone: Home _____ Work _____

Signature _____

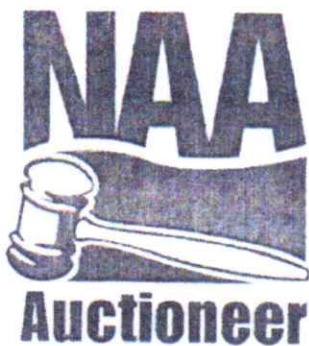
412 Raean Street • Orlando, Florida 32606 • Tel: 321 710 3494 • Toll Free: 888 416 5607
www.AlanFrenkel.com • FL #AB3438AU1522 • Alan@AlanFrenkel.com

LICENSED REAL ESTATE BROKERS • AUCTIONEERS • APPRAISERS

Bid Rigging is a Felony

Agreements among buyers at auctions not to bid against each other for the purpose of purchasing goods at low and noncompetitive prices can be a criminal violation of federal antitrust laws and punishable by fines and imprisonment.

Section 1 of the Sherman Act(15 U.S.C. 1) prohibits bid rigging agreements among competitors if they affect or restrain interstate commerce. Upon conviction, violators are subject to a fine of up to \$250,000 and/or three years of imprisonment. Corporations are subject to a fine of up to \$10 million.



Information provided as a service to members of the
National Auctioneers Association,
8880 Ballentine,
Overland Park, Kansas 66214
in cooperation with the United States Department of Justice

Bid Number: _____

Bid Acknowledgement
And Receipt for Deposit

Name: _____
Address: _____
Business Phone #: _____

Company Name: _____
City: _____ State: _____ Zip: _____
Home Phone #: _____

=====

The undersigned (hereinafter "Buyer") hereby acknowledges that he/she has agreed to purchase the following:

AUCTION PROPERTY #: _____, of the __4309 North Course Ln, Avon Park, FL _____ Auction, conducted by
ALAN FRENKEL AUCTION & REALTY, LLC. (the Auctioneer) on __July 17th_____, 2025____.

Parcel Number: _____ Bid Price-----\$ _____

10% Auction Fee-----\$ _____

Total Contract Price-----\$ _____

Cash or Cashier's Check Tendered-----\$ _____

=====

- Conditions
1. This purchase is subject to the terms and conditions contained in the Purchase and Sale Contract which has been posted and available for Buyer's review and to the Auctioneer's opening announcements. The Terms and Conditions of the said Purchase and Sale Contract are incorporated herein by reference, notwithstanding the separate execution of the Purchase and Sale Contract by the Seller and the Buyer, the execution of this Bid Acknowledgment and Receipt for Deposit by the Seller and the Buyer, the execution of this Bid Acknowledgment and Receipt of Deposit by the Buyer shall constitute an offer and acceptance of the said Purchase and Sale Contract.

2. Statements made by personnel of Alan Frenkel Auction & Realty, LLC and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be reliable, however, Alan Frenkel Auction Realty, LLC, has not made any independent determination to confirm the accuracy of such information. As such, no warranties or representations, express or implied, are made as to the accuracy of any such statements or information.

3. Buyer acknowledges that he or she has been given the opportunity to inspect the property and to make an independent evaluation of the property without regard to whether or not Buyer actually inspected the property and without regard to any statements or representations made by Seller and Alan Frenkel Auction & Realty, LLC. Further, Buyer acknowledges that Buyer has conducted all due diligence and investigations Buyer feels necessary or appropriate regarding the property.

4. The term "SOLD", as stated by the Auctioneer upon the acceptance of a bid, is an acknowledgement that such bid is the highest bid.

5. Whether such bid is accepted is subject to whether or not the sale is advertised as with reserve or without reserve.

6. The term "AS IS-WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties, regarding the marketability of title are given by Seller only and are contained in the Purchase and Sale Contract.

7. This Agreement is binding upon the parties hereto and their heirs, successors and assigns.

8. Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, and Buyer hereby consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which Buyer may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledges and agree that this Bid Acknowledgment and all transactions contemplated by this Bid Acknowledgment shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of laws.

9. The undersigned, its agents, employees or any other parties acting on its behalf specifically agree to INDEMNIFY AND HOLD HARMLESS Auctioneer, its officers, directors, agents and employees from any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to the removal of auction items from the premises. Further, the undersigned expressly RELEASES Auctioneer, its officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in connection with the negligence or fault of others. Further, the undersigned agrees to INDEMNIFY AND HOLD HARMLESS Auctioneer and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of Auctioneer, its officers, directors, agents or employees.

10. The undersigned, in his or her individual capacity, personally GUARANTEES payment of the Bid Price to Seller and the Buyer's Premium to Auctioneer. In the event the undersigned is the successful bidder at the Auction, but fails to close the purchase as required by a Purchase and Sale Contract through no fault of the Seller, Auctioneer shall be entitled to receive and recover from Buyer the difference between the Buyer's Premium and any amount received by Auctioneer from any forfeited deposit(s) pursuant to the Purchase and Sale Contract following Buyer's default.

11. Auctioneer is authorized to execute and record a Memorandum of Sale memorializing in the public record the existence of the aforementioned Purchase and Sale Contract between the Seller and the Buyer.

12. In the event that Auctioneer or Seller are required to take any actions to enforce the terms of this Bid Acknowledgment, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorney's fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collection without litigation, and in litigating in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.

13. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGMENT OR THE AUCTION ITSELF.

14. All parties signing this Bid Acknowledgment in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

15. It is further acknowledged by Buyer that this Bid Acknowledgment has been read and understood by the Buyer before signing it and that Buyer understands and consents to its contents.

Signature

Individually and as

(Title)

Print Name

Of (Business Name)

Auction Registration for Real Estate

Alan Frenkel Auction & Realty, LLC
412 Raehn Street
Orlando, FL 32806
888.416.5607-FL#AB3436AU1522

Bid #: _____ License #: _____

Name: _____ Company Name: _____

Address: _____ City: _____ FL: _____ Zip: _____

Business Phone #: _____ Home Phone #: _____

How did you hear about this auction? _____

Email Address for upcoming auctions: _____

Terms and Conditions of Sale

1. Everything is Sold "AS IS, WHERE IS". "AS IS WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by the Seller only and are contained in the Purchase and Sale Contract.
2. ALL SALES ARE SUBJECT TO A NON-NEGOTIABLE 10% AUCTION FEE, ADDED TO BID PRICE.
3. The undersigned hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, and consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which it may have to the laying of venue of any such suit, action or proceeding in such courts. Further, the parties acknowledge and agree that this Auction Registration and all transactions contemplated by the Auction Registration shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.
4. The undersigned, its agents, employees or any other parties acting on its behalf specifically agree to INDEMNIFY AND HOLD HARMLESS Auctioneer, its officers, directors, agents and employees from any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to the removal of auctions items from the premises. Further, the undersigned agrees to INDEMNIFY AND HOLD HARMLESS Auctioneer, and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer and/or Seller arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of Auctioneer, its officers, directors, agents or employees.
5. The undersigned, in his or her individual capacity, PERSONALLY GUARANTEES payment of the Bid Price to Seller and the Buyer's Premium to Auctioneer. In the event the undersigned is the successful bidder at the Auction, but fails to close the purchase as required by a Purchase and Sale Contract, through the Buyer's Premium and any amount received by Auctioneer from any forfeited deposit(s) pursuant to the Purchase and Sale Contract following Buyer's default.
6. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Auction Registration, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collection without litigations, and in litigating all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
7. THE UNDERSIGNED DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AUCTION REGISTRATION OR THE AUCTION ITSELF.
8. All parties signing this Auction Registration in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
9. The undersigned hereby acknowledges that the subject property being purchased at auction is being sold strictly on a subject to buyer's inspection which has occurred prior to entering this contract and the buyer hereby acknowledges complete familiarity with the subject property including any faults or deficiencies.
10. It is further acknowledged by the undersigned that this Auction Registration has been read and understood by the undersigned before signing it and that the undersigned understands and consents to its contents.

Signature	Individually and as	(Title)
Print Name	Of (Business Name)	