

BY ORDER OF FINANCIAL INSTITUTION

# ABSOLUTE AUCTION

THURSDAY OCTOBER 27<sup>TH</sup> AT 4PM

GREAT OPPORTUNITY FOR BUILDERS,  
DEVELOPERS, INVESTORS AND END USERS!

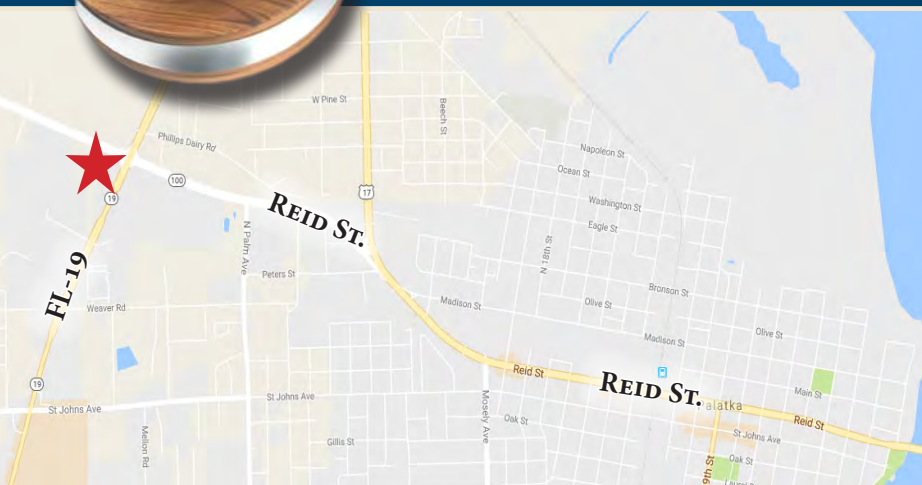
## PROPERTY TYPES INCLUDE:

VACANT RESIDENTIAL, VACANT COMMERCIAL  
IMPROVED COMMERCIAL, LIGHT INDUSTRIAL  
IMPROVED AGRICULTURAL AND VACANT PUD



## AUCTION BEING CONDUCTED AT

SLEEP INN & SUITES  
CONFERENCE ROOM  
3805 REID STREET, PALATKA, FLORIDA



## DIRECTIONS:

From the intersection of I-95 Exit 311 head southwest on FL-207/Deerpark Blvd. for 19 miles. Turn right onto US 17 N and proceed 5.2 miles to the auction site at Sleep Inn & Suites at the corner of Reid Street and FL 19. Look for auction signs.

**MOST SELLING TO THE HIGHEST BIDDER(S)...REGARDLESS OF PRICE!!**



**ELLIOT PAUL  
& COMPANY AUCTIONS**

**(772) 219-8448**

**[www.elliotpaul.com](http://www.elliotpaul.com)**

Licensed Real Estate Broker & Auctioneers, Stuart, FL • AU1582AB1589

BY ORDER OF FINANCIAL INSTITUTION

# ABSOLUTE AUCTION

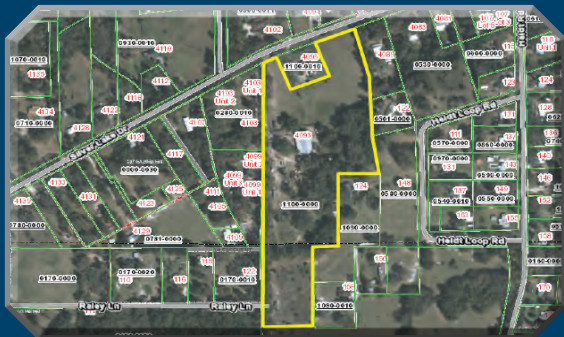


## 697 STATE ROAD 20, HOLLISTER

- ☑ 2.17+/- Acres
- ☑ 2,400+/- Sq. Ft. Galvanized Commercial Building
- ☑ 230+/- Sq. Ft. Cooler Area
- ☑ Zoned: C-2 Commercial General Light
- ☑ Previously Used as Drive-thru Convenience
- ☑ 185 Ft. of Frontage on State Road 20

## 249 LIVE OAK LOOP, CRESCENT CITY

- ☑ .19+/- Acre Residential Lot in Live Oak Golf & Country Club Estate
- ☑ Water and Sewer
- ☑ Situated 23 Miles South of Palatka and Just Minutes from Lake George



## 4093 SILVER LAKE DRIVE, PALATKA

- ☑ 14.32+/- Acres
- ☑ 8,400+/- Sq. Ft. Storage Building with Office
- ☑ Zoned: Agriculture/Urban Rescue
- ☑ 297 Ft. of Frontage on Silver Lake Drive
- ☑ Beautiful Wooded Property with Some Fencing
- ☑ 1 Home Per Acre Potential

## EAST ESSEX ROAD, HASTINGS

- ☑ Residential Development
- ☑ 8.8+/- Acres
- ☑ Currently Platted into 47 Single Family Lots
- ☑ Zoned: Residential High Density (8-12 Units/Acre)
- ☑ Infrastructure Not Completed



**MOST SELLING TO THE HIGHEST BIDDER**



AUCTION BEING CONDUCTED AT:

# SLEEP INN & SUITES

**3805 REID STREET, PALATKA, FLORIDA**  
**THURSDAY OCTOBER 27<sup>TH</sup> AT 4PM**

## COUNTY ROAD 208, ST. AUGUSTINE

- ☑ .76+/- Acre Commercial Site
- ☑ Located Directly Off I-95
- ☑ Zoned: CHT Commercial Highway Tourist
- ☑ Land Use: MU Mixed Use
- ☑ One of the LAST Available Parcels Adjacent to the St. Augustine Outlet Mall with 100+ Retail Stores

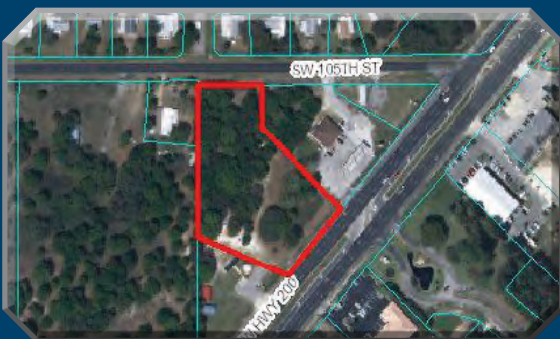


## 331 N HIGHWAY 17, PALATKA

- ☑ 9.23+/- Acres
- ☑ Zoned: M-1 Light Industrial
- ☑ 460 Ft. Frontage on Highway 17
- ☑ Situated on Heavily Traveled Highway 17
- ☑ GREAT Industrial Site Near Paper Mill

## 1020 S STATE ROAD 19, PALATKA

- ☑ 1.69+/- Acres
- ☑ Zoned: C-2 Intensive Commercial
- ☑ Situated on a Signalized Corner
- ☑ 440 Ft. Frontage on SR 19
- ☑ GREAT Location Next to Wal Mart Super Center



## 8969 SW HIGHWAY 200, OCALA

- ☑ 2.35+/- Acres with Busy Highway Frontage
- ☑ Zoned: B-4 Regional Business
- ☑ Future Land Use: COM Commercial
- ☑ Highway 200 is a Six Lane Highway and is the Primary north/south Roadway thru Ocala
- ☑ 31,000+ Average Daily Traffic Count

**DDER(s)...REGARDLESS OF PRICE!!**



ELLIOT PAUL  
& COMPANY AUCTIONS

Licensed Real Estate Brokers & Auctioneers  
759 S. Federal Highway Suite 211  
Stuart, FL 34994

FIRST CLASS  
US POSTAGE

PAID

Stuart, FL

Permit # 71

# ABSOLUTE AUCTION

## MULTI-PROPERTY AUCTION

BY ORDER OF  
FINANCIAL INSTITUTION

AUCTION BEING CONDUCTED AT:

**SLEEP INN & SUITES**

**3805 REID ST, PALATKA, FLORIDA**

**THURSDAY OCTOBER 27<sup>TH</sup> AT 4PM**

**\$25,000 Cashiers  
Check**

### TERMS AND CONDITIONS

1. **BIDDER REGISTRATION:** The auction is open to the public and your attendance is welcomed. To register for the auction, you must display a cashier's check (made payable to yourself) in the amount of \$ (see **Bidder Information Package**) in order to bid. Upon being declared the top bidder, the cashier's check will be applied as a partial deposit and the deposit must be increased to ten percent (10%) of the total contract price of the property due immediately upon signing the contract in the form of a personal check. Please come prepared to participate in the auction.

2. **PROPERTY INSPECTIONS:** All bidders are encouraged to personally inspect the real estate being offered. The property will be sold in "AS-IS" condition. The buyer will be responsible for all closing costs including, but not limited to documentary stamps, title insurance and all other closing costs. Real estate taxes for 2016 shall be the responsibility of the buyer(s). No representation is made with respect to suitability for any intended purpose or use. Please inspect the property and records prior to making any bids.

3. **CONTRACT DEPOSIT PAYMENT:** Bids may not be retracted once accepted by the auctioneer. All deposits shall be paid on the day of sale. The successful bidder agrees to sign the purchase con-

tract immediately following the auction. The purchase contract is available for inspection and review. The terms are **not negotiable** upon being declared the winning bidder.

4. **FORM OF AUCTION:** Please be advised that the auctioneer shall offer most properties to the highest bidder(s) regardless of price and the remaining to be sold subject to sellers confirmation.

5. **BROKER PARTICIPATION INVITED:** Any licensed real estate broker is eligible to earn commission equal to twenty percent (20%) of the net commission provided their clients have been registered with the office of the auctioneer.

- a) The prospect must be registered in writing with Elliot Paul & Co. and counter signed by the broker/salesperson. The registration must be received 24 hours prior to the auction by email or Facsimile at (772) 219-8206.
- b) The broker/salesperson MUST attend the auction with their prospect and register at the auction site.
- c) Broker/salesperson acting as principals are excluded from receiving commission.
- d) Broker/salesperson must be procuring cause.
- e) Commission will be paid at the successful closing.

6. **CONDUCT OF AUCTION:** The method and order of sale shall be at

the sole discretion of the auctioneer. The auctioneer may change or modify the Terms and Conditions of this auction by announcement at the podium. Any such announcement shall take precedence over printed material or oral statements made. Bids will be accepted **ONLY** from bidders who have duly registered in accordance with the Terms and Conditions of sale. Bidders arriving at the auction site without the required deposit will not be permitted to participate in the auction. The auctioneer's decision relative to bidding increments, order of sale and any disputes between bidders will be final. The auctioneer shall have the right to cancel or withdraw the property at its sole discretion.

7. **BUYERS PREMIUM:** A ten percent (10%) buyer's premium will be added to the high bid made and taken and included in the contract price.

8. **CLOSING:** The purchase contract provides for payment of the balance of the total purchase price to be made no later than thirty (30) days from the auction date. **TIME IS OF THE ESSENCE.**

9. **REAL ESTATE AGENCY DISCLOSURE:** As required by Florida Statute 475, which regulates the sale of real estate in Florida, Elliot Paul & Company Auctions represents the seller in this transaction.

10. **MISCELLANEOUS:** Please be advised that this auction will be audio recorded to provide a permanent record of this auction event.

11. **AUCTION BROCHURE:** All information contained in the auction brochure, newspaper advertising, bidder information or supplied either in writing or verbally by staff members was derived from sources believed to be reliable, but not guaranteed. Buyers shall rely on their own information, judgment and inspection of the property and records.

12. **PREVIEWS:** Bidders are encouraged to inspect the properties. Contact auction office for details.

13. **BIDDER INFORMATION:** Due diligence and additional information is available to bidders upon request. Please contact the auction company.



(772) 219-8448

[www.elliotpaul.com](http://www.elliotpaul.com)

# Marion County Property Appraiser

Villie M. Smith, CFA, ASA

Select Language



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GO TO [2015](#) [2014](#) [2013](#) PRC

2016

35300-018-03

Prime Key: 3070241

[MAP IT](#)

As of 7/7/2016

Property Information

HARBOR COMMUNITY BANK  
720 S PINE AVE  
OCALA FL 34474

Taxes / Assessments:

Map ID: 114

Millage: 9002M.S.T.U.PC: 10

Acres: 2.35

Situs: 8969 SW HWY 200 OCALA

Values NOT Available

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2015	\$440,707	\$0	\$0	\$440,707	\$440,707	\$0	\$440,707
2014	\$461,205	\$0	\$0	\$461,205	\$461,205	\$0	\$461,205
2013	\$461,205	\$0	\$0	\$461,205	\$461,205	\$0	\$461,205

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
<a href="#">6324/0115</a>	12/15	46 CORP MERG	8 ALLOCATED	U	V	\$100
<a href="#">5453/0005</a>	12/10	56 TRANSFER TO BANK	8 ALLOCATED	U	V	\$100
<a href="#">5080/1061</a>	08/08	08 CORRECTIVE	0	U	V	\$100
<a href="#">4151/1071</a>	08/05	09 EASEMNT	0	U	V	\$100
<a href="#">3807/1571</a>	08/04	07 WARRANTY	2 V-SALES VERIFICATION	Q	V	\$615,000
<a href="#">2656/1123</a>	06/99	07 WARRANTY	0	U	V	\$100

Property Description

SEC 25 TWP 16 RGE 20  
COM AT THE NW COR OF SW 1/4 TH S 00-36-22 W 30 FT TO THE POB  
TH CONT S 00-36-22 W 365.80 FT TH S 68-32-34 E 220.07 FT TH  
N 42-21-34 E 229.63 FT TH N 46-55-24 W 265.03 FT TH  
N 00-36-22 E 95.71 FT TH S 89-57-45 W 163.09 FT TO THE POB

Parent Parcel: 35300-018-00Land Data - Warning: Verify Zoning

Use	Front	Depth	Zoning	C Notes	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
1000	200	200	B4	IRREGULAR	40000.00	SF		1.00	1.00	1.00			
1000			B4		1.43	AC		1.00	1.27	1.00			

Neighborhood 8060 - SR 200 CORRIDOR 16/20 16/21

George Albright

REAL ESTATE

Marion County

Ad Valorem Taxes						
ACCOUNT NUMBER: R35300-018-03		2015	TAX DISTRICT: 9002			
ASSESSED VALUE: 440,707		EXEMPTIONS: *	NONE	*	TAXABLE VALUE:	440,707
TAXING AUTHORITY		MILLAGE	ASSESSED	EXEMPTIONS	TAXABLE	TAXES
COUNTY	GENERAL COUNTY	3.1900	440,707	0	440,707	1,405.86
	FINE & FORFEITURE	.5300	440,707	0	440,707	233.57
	PARKS	.0600	440,707	0	440,707	26.44
	COUNTY HEALTH	.1200	440,707	0	440,707	52.88
SCHOOL	SCHOOL R.L.E.	4.9240	440,707	0	440,707	2,170.04
	SCH VOTE	1.0000	440,707	0	440,707	440.71
	SCHOOL DISCRETIONARY	.7480	440,707	0	440,707	329.65
	SCHOOL CAPITAL IMPR	1.5000	440,707	0	440,707	661.06
WATER	SWF WATER MANAGEMENT DIST	.3488	440,707	0	440,707	153.72
CNTYMSTU	MSTU LAW ENFORCEMENT	3.4700	440,707	0	440,707	1,529.25
	MSTU EMER MED SERVICE	.7700	440,707	0	440,707	339.34
EXEMPTION:NONE		16.66080				7,342.52

Non-Ad Valorem Assessments			
LEVYING AUTHORITY	PURPOSE	RATES/BASIS	AMOUNT
X530 COUNTY WIDE FIRE	VACANT LAND	PER ASMT UNIT	2.42
X560 COUNTY WIDE STORMWATER		PER ASMT UNIT	15.00
NON AD VALOREM ASSESSMENTS:			17.42
COMBINED TAXES & ASSESSMENTS TOTAL:			7,359.94

R35300-018-032015

FLORIDA CITIZENS BANK

720 S PINE AVE

OCALA, FL 34474

\*\*\* PAID \*\*\* PAID \*\*\* PAID \*\*\*

11/24/15 PERIOD 01

NOV 30 2015	DEC 31 2015	JAN 31 2016	FEB 29 2016	MAR 31 2016	PastDue Apr 1
7,065.54	7,139.14	7,212.74	7,286.34	7,359.94	7,580.74

George Albright

REAL ESTATE

Marion County

NOV 30 2015	DEC 31 2015	JAN 31 2016	FEB 29 2016	MAR 31 2016	PastDue Apr 1
7,065.54	7,139.14	7,212.74	7,286.34	7,359.94	7,580.74

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
		9002		

VALUES AND EXEMPTIONS

TAXES

7,342.52

George Albright

ASSESSMENT

440,707

SP. ASMT

17.42

503 SE 25TH AVENUE

TAXABLE

440,707

Ocala Fl 34471

25 16 20

SEC 25 TWP 16 RGE 20 COM AT THE

NW COR OF SW 1/4 TH S 00-36-22 W

30 FT TO THE POB TH CONT S

00-36-22 W 365.80 FT TH S

68-32-34 E 220.07 FT TH N

SEE TAX ROLL FOR MORE LEGAL

\*\*\* PAID \*\*\* PAID \*\*\* PAID \*\*\*

11/24/15 PERIOD 01

998-2015-4036533.0008

\$7,065.54 CK

R35300-018-032015

FLORIDA CITIZENS BANK

720 S PINE AVE

OCALA, FL 34474



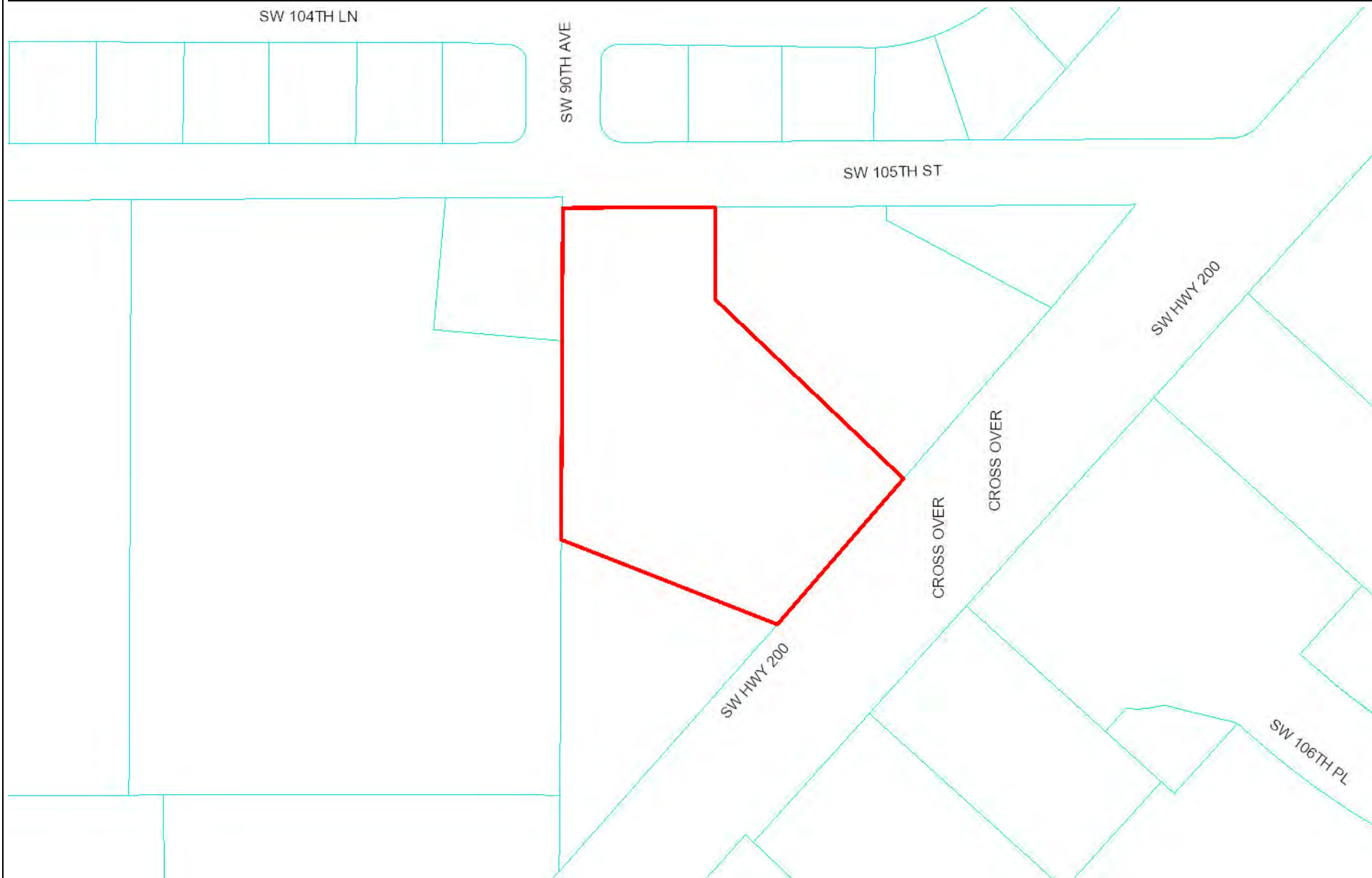


**Villie M. Smith, CFA, ASA**

Marion County Property Appraiser

**GIS Web Mapping Application**

Last Updated: 07/01/2016



100 ft

DISCLAIMER: This is a work in progress. This application was compiled by the Marion County Property Appraiser's Office solely for the governmental purpose of property assessment. These are NOT surveys. Our goal is to provide the most accurate data available, however, no warranties, expressed or implied are provided with this data, its use, or interpretation. All information subject to change without notice. Use at your own risk.

## REAL ESTATE PURCHASE AGREEMENT

**ELLIOT PAUL & COMPANY AUCTIONS**, a Florida Limited Liability Corporation, as Agent, acknowledges receipt from \_\_\_\_\_ hereinafter called "Buyer", the sum of \_\_\_\_\_ (\$\_\_\_\_\_), representing a non-refundable (except in the case Seller cannot deliver marketable title) earnest money deposit of \$ \_\_\_\_\_ to be applied to the Purchase Price at closing and paid by Buyer on account to purchase property of Harbor Community Bank, hereinafter referred to as "Seller," and \$\_\_\_\_\_ representing the 10% Buyer's Premium paid by Buyer to Agent representing its fee earned as of the Auction Date.

In consideration of the mutual covenants and agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all that certain Real Property described as follows, together with all rights, easements and appurtenances thereto and with all covenants, conditions and easements of record:

FULL LEGAL DESCRIPTION: SEC 25 TWP 16 RGE 20 : COM AT THE NW COR OF SW ¼ TH S 00-36-22 W 30 FT TO THE POB TH CONT S 00-36-22 W 365.80 FT THE S 68-32-34 E 220.07 FT THE N 42-21-34 E 229.63 FT TH N 46-55-24 W 265.03 FT TH N 00-36-22 E 95.71 FT THE S 89-57-45 W 163.09 FT TO THE POB

Property Address: 8969 SW Highway 200, Ocala, Florida

2. Bid price: \$ \_\_\_\_\_  
Buyer's premium: \$ \_\_\_\_\_  
Total Contract price: \$ \_\_\_\_\_

payable in cash, wire transfer, cashier's or official bank check(s) or approved local check, wherein the above deposit shall apply as part and shall be held by Agent, a licensed real estate broker and shall be deposited in an escrow account pursuant to the rules and regulations of the Florida Real Estate Commission. **This purchase is not contingent upon the Buyer obtaining financing.**

3. Seller shall deliver, at Buyer's expense, a title insurance commitment with legible copies of instruments listed as exceptions attached thereto and, after Closing, an owner's title insurance policy on the subject Real Property in the amount of the full purchase price. In the event the title shall prove to be unmerchantable, the Seller shall have a period of ninety (90) days after written notification from Buyer thereof within which to cure any defects in title, and this purchase shall be closed within seven (7) days after notice to the Buyer or his attorney of such curing. Upon Seller's inability to cure defects in title within the time specified, the earnest money deposit and Buyer's Premium shall be returned to Buyer upon demand and all rights and liabilities arising from this agreement shall be null and void.



## PAGE TWO

4. This sale shall close on or before November 23, 2016 ("Closing Date), unless modified by other provision of this Agreement. TIME IS OF THE ESSENCE UNDER THIS CONTRACT. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind Flood, or Homeowners' insurance.
5. Seller agrees to convey the subject property to the buyer by Warranty Deed, Trustees Deed, Personal Representatives Deed or Special Warranty Deed, as applicable, free of all liens and encumbrances except those covenants, conditions and easements of record.
6. Documentary stamps on the deed and recording of corrective instruments shall be paid by Buyer. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgages assumed, mortgagee title insurance commitment with related fees, and recording purchase money mortgage, deed and financing statements shall be paid by Buyer. Charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the Buyer.
7. Real estate taxes for the previous years are the responsibility of the Seller. Real estate taxes for 2016 are the responsibility of the Buyer. All other non-ad valorem taxes, association fees, insurance premiums, interest assessments and rents are to be prorated through the day before closing. If the current assessments cannot be ascertained, then the rates for the previous year shall be used.
8. The seller agrees to pay ELLIOT PAUL & COMPANY AUCTIONS a fee for services performed, as outlined in the Auction Agreement, at the time of the closing of this transaction which shall be offset by the Buyer's Premium paid to ELLIOT PAUL & COMPANY AUCTIONS by Buyer. If the Buyer fails to perform this Agreement within the time specified, TIME BEING OF THE ESSENCE:
  - a) Including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Agreement; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Agreement; and.
  - b) Buyer shall be liable to ELLIOT PAUL & COMPANY AUCTIONS for its fee not exceeding the anticipated fee as set forth in the auction agreement which shall be offset by the Buyer's Premium paid to ELLIOT PAUL & COMPANY AUCTIONS by Buyer as consideration for the release of Buyer from any and all further obligations under this Agreement and Buyer shall be liable to pay any and all attorneys fees and costs incurred by ELLIOT PAUL & COMPANY for any action taken to enforce its rights.

## PAGE THREE

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 under this Agreement within the time specified, TIME BEING OF THE ESSENCE:

- 1) Buyer may at his option take legal action to enforce the specific performance of this Agreement or in the alternative, the Buyer may demand and receive from the Agent the return of the earnest money deposit and the Buyer's Premium, in either of which event, the Seller shall pay Buyer's attorneys fees and cost incurred; and
  - 2) Seller shall pay the auction fee upon demand to and agrees to pay ELLIOT PAUL & COMPANY AUCTION'S attorney's fees and costs in the collection of said fee.
9. The date of Agreement ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this Agreement.
  10. No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Agreement. No modification to or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.
  12. Buyer expressly acknowledges that an inspection was made of the real estate in all respects. Buyer understands that the seller makes no representations as to the conditions, quality, or serviceability of the real estate for any particular purpose. Buyer understands that by entering into this agreement buyer is agreeing to accept the real estate in "AS-IS" condition.
  13. Seller shall maintain the Property, in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and a walk-through prior to Closing, to confirm that the Property has been maintained as of the auction date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

**PAGE FOUR**

14. All notices or other communication required in this agreement shall be in writing and shall be delivered either personally or by the US Mail service addressed to the parties hereto:
15. Special conditions (if any).

WITNESS

SELLER(S)

BUYER(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Address

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Address

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City State Zip

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City State Zip

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Email

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Email

ELLIOT PAUL & COMPANY AUCTIONS,LLC

By:\_\_\_\_\_

Date:\_\_\_\_\_