

## **RESOLUTION CRA-#2020-41**

**A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOE) BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR, CHAIRMAN AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF TAX DEEDS FOR PROPERTY LOCATED AT 225 WEST KENNEDY BLVD TO INCLUDE PREPARING MORTGAGE, PROMISSORY NOTE, FILING OF NECESSARY DOCUMENTS FOR COURT PROBATE PROCESSES TO COMPLETE SAID TRANSACTION TO INCLUDE ANY OTHER DEEDS TO PROTECT THE TOECRA INTEREST; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS** the members of the governing body have designated by Ordinance #2020-8, and amended Ordinance #2020-10, an independent Board of Directors consistent with Ch. 163.356(2); and

**WHEREAS** the Board of Directors wishes to exercise its powers per Florida Statute Chapter 163 Part III and as a designated by the CRA Plan section 3.5.5 described as support and assembly code enforcement, and demolition for redevelopment opportunities; and

**WHEREAS** the Board of Directors supports and agrees to follow all elements of the CRA Plan and the 2004 Interlocal Agreement between the Town of Eatonville, Eatonville CRA and Orange County; and

**WHEREAS** the Board of Directors authorizes the Executive Director, Chairman and CRA Attorney to carry out all necessary steps to acquire property tax deed, promissory note and mortgage. Additionally, the authority to clear title issues through probate procedures to secure the TOECRA interest in said property located at 225 West Kennedy Blvd.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA,**

**SECTION ONE: FINDINGS:** The recitals set forth above are hereby acknowledged and accepted by the (TOECRA) as findings made by the Board of Directors and does hereby incorporate such recitals as findings into this Resolution.

**SECTION TWO: AFFIRMATION:** The Board of Directors of the TOECRA does hereby affirm its findings in the CRA Plan and Chapter 163, Part III, Florida Statutes as provided.

**SECTION THREE: AUTHORIZATION TO PURCHASE PROPERTY TAX DEED AND EXECUTION OF PROMISSORY NOTE AND MORTGAGE:** The Eatonville Community Redevelopment Agency and the Board of Directors do hereby authorize the Executive Director, Chairman and CRA Attorney to execute all documents for the purpose of completing the acquisition of property tax deed payment for property located at 225 West Kennedy Blvd. Additionally, the authority to clear title issues through probate procedures to secure the TOECRA

interest in said property located at 225 West Kennedy Blvd. Additionally, the authority to clear title issues through probate procedures to secure the TOECRA interest in said property located at 225 West Kennedy Blvd is protected. NO further action needed of the Board of Directors

**SECTION FOUR: CONFLICTS:** All Resolutions of the Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

**SECTION FIVE: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**SECTION SIX: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 4<sup>th</sup> day of NOVEMBER 2020.**



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**CHAIRMAN, Donovan Williams**

**ATTEST:**



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**Cathlene Williams, Town Clerk**

Prepared by:  
Jaimon H. Perry  
The Perry Law Group LLC  
37 North Orange Avenue, Suite 500  
Orlando, Florida 32801

Property Appraisers Parcel Identification (Folio) Numbers:  
35-21-29-4572-70-730

### **MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT executed this 9th day of December, 2020 by **Tommy Dixon**, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810 (herein collectively called "mortgagor") to the **Town of Eatonville Community Redevelopment Agency** having an address at 370 E. Kennedy Blvd., Eatonville, Florida 32751 (herein called mortgagee).

For Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, mortgagor does grant, bargain, sell and convey to mortgagee, its successors and assigns, in fee simple, all the certain land of which mortgagor is now the legal owner, and in actual possession, situated in the County of Orange, State of Florida, more particularly described as follows:

Lots 73, 74, 76 & 77 (less S. 10 ft. of Lots 76 & 77), BLOCK G, LAKE LOVELY ESTATES SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book R, Page(s) 121, of the Public Records of Orange County, Florida.

a/k/a 225 W. Kennedy Blvd., Orlando, Florida 32810

Folio No. 35-21-29-4572-70-730

Together with all structures and improvements now and hereafter located on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of mortgagor in and to the same, and every part and parcel thereof, and all fixtures now or hereafter attached to or used in connection with the premises herein described.

To have and to hold the same, together with the tenements, hereditaments, and appurtenances unto mortgagee, and its successors and assigns, in fee simple.

Mortgagor covenants with mortgagee, its successors, legal representatives, and assigns, that mortgagor is indefeasibly seized of the land in fee simple; that mortgagor has full power and lawful right to convey the land in fee simple; that the land is free from all encumbrances, except as may be set forth herein; that mortgagor will make such further assurances to protect the fee simple title to the land in mortgagee, its successors, legal representatives, or assigns, as may reasonably be required; that mortgagor does hereby fully warrant the title of the land and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if mortgagor shall pay to mortgagee, its successors, legal representatives, or assigns, all obligations evidenced by that certain Mortgage Note, dated the date hereof made by mortgagor in the original principal amount of \$7,536.35, and shall perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the Mortgage Note and of this mortgage, and shall pay all taxes which may accrue on the property and all costs and expenses mortgagee, its successors or assigns may be put to in collecting the obligations or in foreclosure of this mortgage or otherwise, including reasonable attorneys' fees, then this mortgage and the estate hereby created shall cease and be null and void.

And mortgagor does hereby covenant and agree with the mortgagee as follows:

1. To pay all sums of money payable by virtue of the Mortgage Note and this mortgage, or either, promptly on the days respectively the same severally become due.

2. To pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if the same are not promptly paid, mortgagee, its successors, legal representatives, or assigns may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen per cent (18%) per annum.

3. To pay all the costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Mortgage Note and this mortgage, or either, and every such payment shall bear interest from date at the rate of eighteen percent (18%) per annum. Mortgagor agrees that in the event of foreclosure, a legal fee of ten percent of the principal balance due on this mortgage shall be prima facie reasonable.

4. To keep the buildings now or hereafter on the mortgaged premises land insured in a sum equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by mortgagee, and the policy or policies held by and payable to mortgagee, its successors, legal representatives, or assigns, and in the event any sum of money becomes payable under such policy or policies, mortgagee, its legal representatives or assigns shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit mortgagor to receive and use it or any part thereof for other purposes, without hereby waiving or impairing any equity, lien, or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of eighteen per cent (18%) per annum.

5. To permit, commit, or suffer no waste, impairment, or deterioration of the property or any part thereof, except reasonable wear and tear; and in the event of the failure of mortgagor to keep the buildings on the premises and those to be erected thereon, or improvements thereon, in good repair, mortgagee may make such repairs as in its discretion it may deem necessary for the

proper preservation thereof and the full amount of each and every such payment shall be due and payable thirty (30) days after demand, and shall be secured by the lien of this mortgage.

6. To perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the Mortgage Note.

7. At any time, and from time to time, upon request by the mortgagee, the mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the mortgagee, any and all other further instruments, certificates and other documents as may be reasonably necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the mortgagor under the Mortgage Note, (ii) the security interest of this mortgage, and (iii) the mortgage lien hereunder.

8. Mortgagee may, at any time pending a suit on this mortgage, apply ex parte to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith and without prior notice to mortgagor, appoint a receiver of the premises covered hereby, including all income, profits, issues, and revenues from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged, as if specifically set forth and described in the granting and habendum clauses hereof. Such appointment shall be made by such court as an admitted equity and a matter of absolute right to mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of mortgagor or the defendants. Such rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court. In the event of any default on the part of mortgagor hereunder, mortgagor agrees to pay to mortgagee on demand as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for such year not covered by the above monthly payments.

9. The extension of credit, and any other loan, secured hereby has been made in reliance upon mortgagor's ownership and control of the mortgaged property. Therefore, if mortgagor conveys or suffers the conveyance of the mortgaged property, or if mortgagor otherwise relinquishes or loses its present degree of such ownership or control, such as a lease of the mortgaged property, or if mortgagor suffers the further encumbrance of the mortgaged property, such as a lien or mortgage junior to this mortgage, then all indebtedness secured hereby shall, at the option of mortgagee, become immediately due and payable.

10. As additional security, the mortgagor does hereby transfer, assign, and set over to the mortgagee all of the mortgagor's interest as lessor in any and all present and future leases, and any and all rents and deposits thereunder and relative thereto, now due or to become due from the mortgaged property or any separate rental premises therein contained. In the event of a default hereunder by the mortgagor, such rents shall be collected by or at the direction and under the control of the mortgagee, its successors or assigns, and the net proceeds thereof (net after payment of collection costs) shall be applied to the indebtedness secured hereby in such manner as the

mortgagee elects, as and when the same shall become due and payable. Mortgagee shall have all rights and remedies provided by Section 697.07, Florida Statutes. For the purpose of carrying out the provisions of this numbered paragraph, the mortgagor does by these presents constitute and appoint the mortgagee, its successors or assigns, as the mortgagor's true and lawful attorney-in-fact, to collect any and all rents from the mortgaged property.

11. If fulfillment of any provisions hereof or any transaction related hereto or to the Mortgage Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held invalid as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

12. Notwithstanding any provisions contained herein or in the Mortgage Note, the total liability of mortgagor for payment of interest, including service charges, penalties or any other fees, to the extent any of such may be deemed to be interest, shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by mortgagor include interest in excess of such maximum amount, mortgagee shall apply such excess to the reduction of the unpaid principal amount due pursuant hereto, and refund any balance remaining to mortgagor.

13. The mailing of a written notice or demand addressed to the mortgagor at the address stated above, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

14. If foreclosure proceedings of any mortgage or lien inferior to this mortgage are instituted, mortgagee hereunder may at its option, immediately or thereafter, declare this mortgage and the indebtedness secured hereby due and payable.

15. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

16. This Mortgage may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

17. THE BORROWER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE PURSUIT, ASSERTION OR RESOLUTION OF ANY CLAIM OR DEFENSE THAT MAY EVER BE ASSERTED OR ASSERTABLE BY THE BORROWER UNDER THIS AGREEMENT, THE MORTGAGE, THE NOTE OR UNDER ANY OTHER AGREEMENT OR DOCUMENT EXECUTED IN CONNECTION THEREWITH AND UNDER ANY LAW OR THEORY GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES. THIS WAIVER OF JURY TRIAL SHALL EXTEND TO ALL MATTERS BETWEEN THE PARTIES AND SHALL BE UNCONDITIONAL AND ABSOLUTE.

IN WITNESS WHEREOF, Mortgagor has executed these presents on the day and year first above written.

WITNESSES: MORTGAGOR

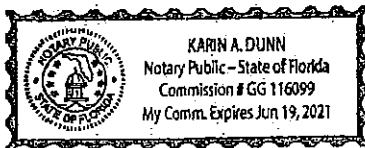
*Michael L. Dixon*  
Witness Signature

STATE OF FLORIDA )  
COUNTY OF ORANGE )

Tommy Dixon  
Tommy Dixon  
Witness Printed  
Name

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15<sup>th</sup> day of December, 2020 by Tommy Dixon, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL



*Karin A. Dunn*  
Notary Public

Karin A. Dunn  
Printed Notary Name





## PROMISSORY NOTE

\$7,536.35

Date: December 9, 2020

FOR VALUE RECEIVED, the undersigned, **TOMMY DIXON**, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810 (collectively "Borrower"), promises to pay to the order of **TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**, whose address for payments hereunder is 370 E. Kennedy Blvd., Eatonville, Florida 32751 (collectively "Lender"), in lawful money of the United States of America, at its address specified herein, or wherever else Lender may specify, the sum of SEVEN THOUSAND FIVE HUNDRED AND THIRTY SIX 00/100 DOLLARS (\$7,536.35), or such sum as may be advanced and outstanding from time to time, with interest on the unpaid principal balance at the rate and on the terms provided in this Promissory Note (including all renewals, extensions or modifications hereof, this "Note").

1. **INTEREST RATE/DISBURSEMENTS.** No Interest shall accrue on the disbursement of funds.
2. **MATURITY DATE.** The entire unpaid principal amount of this Note, together with all accrued and unpaid interest thereon, shall be due and payable in full on December 9, 2025 ("Maturity Date").
3. **DEFAULT RATE.** In addition to all other rights contained in this Note, if a Default occurs and as long as a Default continues, all outstanding Obligations (as defined herein) shall bear interest at a fixed rate equal to the lesser of (a) the maximum rate then permitted under applicable law, or (b) eighteen percent (18%) per annum (the "Default Rate").
4. **PREPAYMENT OPTION.** The Loan may be prepaid in whole or in part, without penalty.
5. **APPLICATION OF PAYMENTS.** All payments received by Lender under the Note shall be applied: first, to amounts payable for taxes, insurance, or other advances made by Lender on Borrower's behalf, if any; second, to interest due; and third, to principal.
6. If a Default occurs, monies may be applied to the Obligations in any manner or order deemed appropriate by Lender.
7. **DEFINITIONS.**
  - a. **Loan Documents.** The term "Loan Documents," as used in this Note refers to this Note, the Mortgage between Borrower and Lender of even date herewith, and all other documents executed in connection with or related to the Loan.
  - b. **Obligations.** The term "Obligations," as used in this Note and the other Loan Documents, refers to any and all indebtedness and other obligations under this Note, all other obligations under any other Loan Document(s) between Borrower and Lender whenever executed.

c. **Certain Other Terms.** All terms that are used but not otherwise defined in any of the Loan Documents shall have the definitions provided in the Uniform Commercial Code.

**8. ATTORNEYS' FEES AND OTHER COLLECTION COSTS.** Borrower shall pay all of Lender's reasonable expenses incurred to enforce or collect any of the Obligations including, without limitation, reasonable arbitration, paralegal's, attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

**9. USURY.** The parties agree and intend to comply with the applicable usury law, and notwithstanding anything contained herein or in any other document related to the loan evidenced by this Note, the effective rate of interest to be paid on this Note (including all costs, charges and fees which are characterized as interest under applicable law) shall not exceed the maximum contract rate of interest permitted under applicable law, as it exists from time to time. Lender agrees not to knowingly collect or charge interest (whether denominated as fees, interest or other charges) which will render the interest rate hereunder usurious, and if any payment of interest or fees by Borrower to Lender would render this Note usurious, Borrower agrees to give Lender written notice of such fact with or in advance of such payment. If Lender should receive any payment which constitutes interest under applicable law in excess of the maximum lawful contract rate permitted under applicable law (whether denominated as interest, fees or other charges), the amount of interest received in excess of the maximum lawful rate shall automatically be applied to reduce the principal balance, regardless of how such sum is characterized or recorded by the parties.

**10. DEFAULT.** If any of the following occurs, a default ("Default") under this Note shall exist:

a. **Nonpayment.** The failure of payment of the Obligations under this Note or any other Loan Documents within fifteen (15) days of when due.

b. **Nonperformance.** The failure of performance, after Lender provides 30-day written notice to cure, of any non-monetary Default under this Note or any other Loan Documents.

c. **False Warranty.** A warranty or representation made or deemed made in the Loan Documents or furnished Lender in connection with the Loan proves materially false, or if of a continuing nature, becomes materially false.

d. **Cessation.** The dissolution of or termination of existence of the Borrower.

e. **Bankruptcy.** The appointment of a receiver for, assignment for the benefit of creditors of, or commencement of any bankruptcy or insolvency proceeding by or against Borrower if not dismissed within sixty (60) days.

**11. REMEDIES UPON DEFAULT.** If a Default occurs under this Note or any Loan Documents, Lender may at any time thereafter, take the following actions:

a. **Acceleration Upon Default.** Accelerate the maturity of this Note and, at Lender's option, any or all other Obligations, whereupon this Note and the accelerated Obligations shall be immediately due and payable; provided, however, if the Default is based upon a bankruptcy or insolvency proceeding commenced by or against Borrower or any guarantor or endorser of this Note, all Obligations shall automatically and immediately be due and payable.

b. **Cumulative.** Exercise any rights and remedies as provided under the Note and other Loan Documents, or as provided by law or equity.

**12. WAIVERS AND AMENDMENTS AND PRESENTMENT.** No waivers, amendments or modifications of this Note or any other Loan Document shall be valid unless in writing and signed by Lender. No waiver by Lender of any Default shall operate as a waiver of any other Default or the same Default on a future occasion. Neither the failure nor any delay on the part of Lender in exercising any right, power, or remedy under this Note and other Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Borrower waives presentment, protest, notice of dishonor, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale and all other notices of any kind. All parties to this Note, whether maker, principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor, and expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the obligation to pay provided for in this Note, or any change or changes by way of release or surrender or substitution of any real property and collateral, or either, held as security for this Note, and waive all and every kind of notice of such extension or extensions, change or changes, and agree that the same may be made without the joinder of the Maker.

**13. MISCELLANEOUS PROVISIONS.**

a. **Applicable Law; Conflict Between Documents.** This Note and, unless otherwise provided in any other Loan Document, the other Loan Documents shall be governed by and construed under the laws of the State of Florida without regard to that state's conflict of laws principles. If the terms of this Note should conflict with the terms of any other Loan Document, the terms of this Note shall control.

b. **Jurisdiction.** Borrower irrevocably agrees to non-exclusive personal jurisdiction in the state named in Lender's address shown above.

c. **Severability.** If any provision of this Note or of the other Loan Documents shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or other such document.

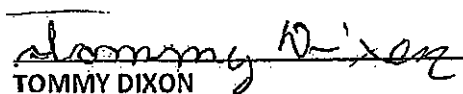
d. **Notices.** Any notices to Borrower shall be sufficiently given, if in writing and mailed or delivered to the Borrower's address shown above or such other address as provided hereunder, and to Lender, if in

writing and mailed or delivered to Lender's address shown above or such other address as Lender may specify in writing from time to time. In the event that Borrower changes Borrower's address at any time prior to the date the Obligations are paid in full, Borrower agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid.

e. Plural; Captions. All references in the Loan Documents to Borrower, guarantor, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual, person or entity. The captions contained in the Loan Documents are inserted for convenience only and shall not affect the meaning or interpretation of the Loan Documents.

f. Fees and Taxes. Borrower shall promptly pay all documentary, intangible recordation and/or similar taxes on this transaction whether assessed at closing or arising from time to time.

14. JURY WAIVER. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO EXTEND CREDIT TO OR OTHERWISE BECOME OR REMAIN A CREDITOR OF BORROWER AND BORROWER SHALL NOT SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL HAS THE AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.

  
TOMMY DIXON

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Jaimon H. Perry, Esq.  
The Perry Law Group LLC  
37 North Orange Avenue  
Suite 500  
Orlando, FL 32801

Property Appraisers Parcel Identification (Folio) Numbers:  
35-21-29-4572-70-730

\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

### **QUITCLAIM DEED**

*This Quitclaim Deed*, made this 9th day of December, 2020, between TOMMY DIXON, a single man, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810, Grantor, to TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, whose address is 370 E. Kennedy Blvd., Eatonville, Florida 32751, Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of -----TEN & NO/100 (\$10.00)---  
-----DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of ORANGE, State of Florida, to-wit:

Lots 73, 74, 76 & 77 (less S. 10 ft. of Lots 76 & 77), BLOCK G, LAKE LOVELY ESTATES SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book R, Page(s) 121, of the Public Records of Orange County, Florida.

Property address: 225 W. Kennedy Blvd., Orlando, Florida 32810

GRANTOR RESERVES UNTO HIMSELF A LIFE ESTATE ON ONLY LOTS 73 AND 74 ABOVE DESCRIBED REAL PROPERTY TOGETHER WITH THE RIGHT TO OCCUPY THE SAME UNTIL HIS DEATH.

LOTS 76 AND 77 ARE NOT RESTRICTED WITH A LIFE ESTATE INTEREST AND SHALL REMAIN UNENCUMBERED TO THE GRANTEE.

No assurance of title was requested or rendered in connection with this transaction. This instrument was prepared from unverified information supplied by the parties.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor,

either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Michael A. Johnson

Witness #1 Signature

MICHAEL A. JOHNSON

Witness #1 Printed Name

Vernette Darby

Witness #2 Signature

VERNETTE DARBY

Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF ORANGE

Tommy Dixon

Tommy Dixon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 16<sup>th</sup> day of December, 2020 by Tommy Dixon, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL



Karin A. Dunn

Notary Signature

KARIN A. DUNN

Printed Notary Signature

My Commission Expires:

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made as of this \_\_\_\_\_ day of November, 2020 by and between Estate of Oscar Dixon and Tommy Dixon ("Seller"), and Town of Eatonville Community Redeployment Agency ("Purchaser").

### WITNESSETH:

WHEREAS, Seller is the fee simple owner of all of that certain parcel of real property described as 225 W. Kennedy Blvd., Orlando, Florida 32810, as is more particularly described on Exhibit "A" attached hereto and incorporated herein together with all buildings and improvements situated thereon, all right, title, and interest of Seller in and to any land lying in the bed of any existing dedicated street, road, or alley adjoining thereto, all strips and gores adjoining thereto, and all rights, ways, easements, privileges, and appurtenances thereunto belonging (the "Property").

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth. The Property excludes personal property on the premises.

2. Purchase Price and Terms. The purchase price for the Property (the "Purchase Price") shall be \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_). The Purchase Price shall be payable as follows:

2.1 Past Due Tax Obligations. By November 11, 201~~2~~<sup>2020</sup>, the Purchaser shall satisfy the tax obligation on the Property to redeem the Property and prevent the Property from being sold at a tax deed auction. The redemption is estimated to be \$7,571.88. Upon signing this agreement, Seller shall sign a promissory note and mortgage for the amount advanced to pay the past due taxes in the event this transaction fails to close.

2.2 Life Estate Interest. Seller shall retain a life estate interest in the Property, but said life estate interest is restricted to the residential portion located on Lots 73 and 74 of the Property. The remaining lots of the Property, Lots 76 and 77 are currently vacant and shall not be encumbered by a life estate interest. The Seller shall be required to maintain homeowner's insurance from the residential property and pay his portion of real estate property taxes for Lots 73 and 74, the residential portion.

2.3 Probate. The Property is currently in the name of Oscar Dixon. Oscar Dixon and his spouse, Virginia Dixon, are deceased. Tommy Dixon is the sole heir of the Dixons. In concert with purchase transaction, Tommy Dixon will assist with the probate administration of Oscar Dixon and if necessary, Virginia Dixon. Further

upon execution of this Agreement, Tommy Dixon will executed a quit claim, which includes the life estate interest for himself, in favor of the Purchaser to be held in escrow upon completion of the probate administration.

**2.3 Cash at Closing.** At the Closing, Purchaser shall pay the Purchase Price in cash, cashier's check, or wire transfer of funds, of which sum the Deposit shall, at Purchaser's option, be a part.

**3. Contingency.**

**3.1. Financing.** Not applicable.

**4. Investigation of Property.**

**4.1 Delivery of Documents.** Within ten (10) days after full execution of this Agreement, Seller shall deliver to Purchaser copies of all existing agreements, surveys, engineering, architectural, or zoning documents, tests, or reports, and title insurance policies or reports, if any, relating to the Property which are in Seller's possession or under Seller's control. Prior to closing hereunder, Seller shall, upon request of Purchaser, provide such other documents and information relating to the Property as Purchaser may reasonably request and which are in Seller's possession or under Seller's control.

**4.2 Inspection of Property.** Purchaser and its agents and representatives shall have the right to enter onto the Property prior to the Closing for purposes of conducting surveys, soil tests, market studies, engineering tests and such other tests, investigations, studies, and inspections as Purchaser deems necessary or desirable to evaluate the Property, provided that: (i) all such tests, investigations, studies, and inspections shall be conducted at Purchaser's sole expense; (ii) such tests, investigations, studies, and inspections shall not cause any material injury to the Property; (iii) any such test and investigations that require entrance into the space currently occupied by third parties shall not be performed without the sellers prior approval which shall not be unreasonably withheld; and (iv) Purchaser shall indemnify and hold Seller harmless from and against any losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of damage to the Property or personal injury resulting from Purchaser's or its agents' or representatives' negligence in connection with the activities contemplated in this Section 4.2; provided, however, that the foregoing indemnity obligation shall be limited to Seller's actual damages only, and neither Purchaser nor its agents and representatives shall have liability for consequential, indirect, or punitive damages.

**4.3 Inspection Period.** In the event that Purchaser is not satisfied, in its sole discretion, with the feasibility of Purchaser's acquisition and development of the Property, Purchaser shall have the right to terminate this Agreement. Such right shall be exercised by written notice to Seller within five (5) days after the Effective Date (the "Inspection Period"). Upon any such termination, the Deposit shall be promptly returned to Purchaser, Purchaser shall return to Seller all items received by Purchaser pursuant to



Section 4.1 hereof, and the parties hereto shall be released from any further liabilities or obligations hereunder except for the indemnification obligations set forth in Section 4.2.

**5. Title/Survey.**

**5.1 Condition at Closing.** At the Closing, Seller shall convey fee simple title to the Property, marketable and good of record and in fact, and insurable as such by such title insurance company as Purchaser may choose, at regular rates, on an ALTA Form B Owner's Policy, free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, or other matters whatsoever, whether recorded or unrecorded, except for: (i) the lien of real estate taxes or assessments not yet due and payable; and (ii) Title Objections approved by Purchaser pursuant to Section 5.2 hereof.

**5.2 Title Objections.** Within five (5) days after the Effective Date, Purchaser shall obtain a title insurance commitment (the "Title Commitment") issued by The Perry Law Group LLC, as agent for Old Republic National Title Insurance Company. If Purchaser determines that any matter or matters affecting the Property are unacceptable, Purchaser shall notify Seller in writing of such matter or matters (the "Title Objections") within ten (10) days after the Effective Date (the "Title Examination Period"). Within ten (10) days after receipt of the Title Objections, Seller shall notify Purchaser either that: (i) Seller shall correct such Title Objections; or (ii) Seller shall not correct such Title Objections. In the event that Seller elects to correct such Title Objections, Seller shall correct such Title Objections at or prior to the Closing. In the event that Seller elects to not correct such Title Objections, Purchaser shall have the right, in its sole discretion, to either: (i) accept title "as is"; or (ii) terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and the parties hereto shall be released from any further liabilities or obligations hereunder. Any matters to which Purchaser does not object during the Title Examination Period shall be deemed acceptable to Purchaser; provided, however, that Purchaser shall have the continuing right to have the Title Commitment updated from time to time and to give Seller written notice of any additional Title Objections, which Title Objections shall be addressed in the manner set forth hereinabove. In the event Purchaser notifies Seller of any Title Objections, and Seller fails to notify Purchaser within the period set forth above of its election to cure or not cure such Title Objections, Seller shall be deemed to have elected to cure such Title Objections. Notwithstanding the provisions of this Section 5.2 and regardless of whether included in the Title Objections, Seller shall, at Seller's sole expense, release at or prior to the Closing all liens and encumbrances securing the payment of money.

**5.3 Survey.** Purchaser, at its sole cost and expense, shall cause a survey of the Property ("Survey") to be prepared by a land surveyor duly licensed and registered as such in the State of Florida accordance with the minimum technical standards established by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes, Florida Statutes, and the regulations promulgated thereunder being Chapter 61617-6, Florida Administrative Code. The Survey shall also show the legal description of the Real Property and all easements affecting the Real Property. If the Survey shows any encroachments or other adverse matters affecting title to the Real Property (other than the Permitted Exceptions), Purchaser shall notify Seller of any such matters to which

Purchaser objects in writing within three (3) days from the date of completion of the Survey. Such notice shall specify in detail those matters which are deemed by Purchaser to adversely affect the title to the Real Property. The matters revealed by the survey shall be treated as Title Objections pursuant to Section 5.2 hereof.

6. **Obligations Pending Closing.** Between the Effective Date and the Closing or earlier termination of this Agreement:

6.1 **Title to Property.** Except as may be necessary to cure Title Objections and as provided for in Section 6.2 below, Seller shall not sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise dispose of, encumber, or cause or permit any change in the status of title to the Property;

6.2 **Condition of Property.** Seller shall not cause or permit any adverse change in the condition of the Property, reasonable wear and tear excepted.

6.3 **Condemnation or Destruction.** In the event any governmental agency should notify Seller, or if Seller should become aware, of any permanent or temporary actual or threatened taking of all or any portion of the Property, or if any material portion of the Property is damaged or destroyed, Seller shall promptly notify Purchaser of the same. Purchaser shall thereupon be entitled, at its sole option: (i) to proceed to the Closing with no reduction in the Purchase Price, in which event any and all proceeds of such taking, or insurance proceeds from any such damage or destruction, shall be delivered to or assigned to Purchaser at the Closing; or (ii) to terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and all parties shall be relieved from any further liabilities or obligations hereunder; and

7. **Conditions to Closing.** In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transaction contemplated herein is subject to the satisfaction, at or prior to the Closing, of the following conditions, any of which may be waived, in whole or in part, in writing by Purchaser at or prior to the Closing, in which event this Agreement shall be deemed terminated and, unless such failure is the result of a default by Purchaser hereunder, the Deposit shall be returned to Purchaser:

7.1 **Representations and Warranties.** The representations and warranties of Seller set forth herein shall be true and correct in all material respects as of the Effective Date and the Closing.

7.2 **Performance of Obligations.** As of the Closing, Seller shall have performed and complied with all of the covenants and conditions required to be performed by it under this Agreement, and all deliveries to be made by Seller at Closing shall have been tendered.

7.3 **Title.** Title to the Property shall be in the condition required by Section 5 hereof.

**8. Closing.**

**8.1 Time and Place.** The closing of the transaction contemplated under this Agreement (the "Closing") shall be held on or before November 11, 2020 or when agreed to by the parties. The Closing shall be held at the offices of The Perry Law Group LLC or a place mutually convenient for the parties.

**8.2 Deliveries by Seller.** At the Closing, Seller shall:

**8.2.1** Execute, acknowledge, and deliver a statutory general warranty deed conveying to Purchaser good, indefeasible, and marketable fee simple title to the Property

**8.2.2** Execute, acknowledge, and deliver a Non-Foreign Affidavit as required under Section 9.2 hereof;

**8.2.3** Execute, acknowledge, and deliver a customary title insurance affidavit sufficient to cause the issuance of the owner's title insurance policy without the standard pre-printed exceptions other than ad valorem taxes and assessments for the year of closing, unless closing occurs after November 1 in which case the exception would be for ad valorem taxes and assessments for the following year and thereafter; and

**8.2.4** Execute, acknowledge (as appropriate), and deliver such additional documents as may be necessary or customary to consummate the transactions contemplated herein.

**8.3 Deliveries by Purchaser.** At the Closing, Purchaser shall:

**8.3.1** Pay the Purchase Price in accordance with Section 2 hereof; and

**8.3.2** Execute, acknowledge (as appropriate), and deliver such additional documents as may be necessary or customary to consummate the transactions contemplated herein.

**8.4 Closing Adjustments.** Real estate taxes and, if applicable, rents, water and sewer charges, and fuel, gas, electricity, telephone and other utility charges, shall be prorated and adjusted to the date of the Closing. If the amount of the current year's taxes has not been established by the taxing authorities as of the Closing, taxes shall be prorated based on an estimate in accordance with the most recent certificate of taxes issued by the taxing authorities. If taxes are prorated based on an estimate at the Closing, then Purchaser and Seller agree to readjust such proration at the request of either party upon the establishment of the actual amount. Any special assessments imposed by any governmental agency or authority which are noticed and existing as of the date hereof shall be satisfied by Seller at or prior to the Closing hereunder.

**8.5 Closing Costs.** Purchaser shall pay all applicable transfer and documentary stamp taxes on the deed, the premium for the owner's policy of title

insurance to be issued to Purchaser with respect to the property, recordation expenses for any instruments necessary to cure Title Objections and the deed(s). Purchaser shall pay the cost of examination of title with respect to the Property, the costs of any survey, costs associated with any mortgage financing including the costs of a mortgagee's policy of title insurance, and Purchaser's attorneys fees.

8.6 **Possession.** Seller shall retain a life estate interest in the residential portion of the Property and possess Lots 73 and 74. Seller shall not have rights to and possess the commercial portion of the Property, Lots 76 and 77.

9. **Representations, Warranties, and Covenants of Seller.** Seller represents, warrants, and covenants to Purchaser as follows, all of which representations and warranties are true and correct as of the date hereof and shall be true and correct as of the Closing hereunder:

9.1 Seller: (i) has full power and authority to sell the Property to Purchaser without the consent of any other person or entity; (ii) is the sole legal and equitable owner of record and in fact of good and marketable fee simple title to the Property;

9.2 Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and Seller shall execute an affidavit to such effect in the form to be provided by Purchaser, failing which Purchaser may proceed with the withholding provisions as provided by applicable law. Seller shall indemnify Purchaser and its agents against any liability or cost, including reasonable attorneys' fees, in the event that this representation or the affidavit provided by Seller at the Closing is false;

9.3 There is not pending or, to the best of Seller's knowledge, threatened, any litigation, proceeding, or investigation relating to the Property (including without limitation, the land use and zoning classification thereof) or Seller's title thereto (including, without limitation, any eminent domain or condemnation proceedings), nor does Seller have reasonable grounds to know of any basis for such litigation, proceedings, or investigations;

9.4 To the best of Seller's knowledge, there exists no violation of any law, regulation, orders, or requirements issued by any governmental agency or authority, or action in any court on account thereof, against or affecting the Property;

9.5 To the best of Seller's knowledge, there are no "hazardous materials," as hereinafter defined, located in, on, or under the Property. Seller is not a generator of any such hazardous materials and has conducted its activities on and from the Property in full compliance with all hazardous waste emission, reporting, and removal requirements imposed by applicable law. There are not now, nor to the best of Seller's knowledge has there ever been, any underground or aboveground storage tanks located at or within the Property. For purposes hereof, "hazardous materials" shall mean any substance, material, waste, gas, or particulate matter which is regulated by any local governmental authority, the State of Florida, or the United States Government, including, without limitation, any material or substance which is: (a) defined as a "contaminant," "pollutant," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or

"restricted hazardous waste" under any provision of Florida law; (b) petroleum products; (c) asbestos; (d) polychlorinated biphenyl; (e) radioactive material; (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317); (g) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation & Recovery Act, 42 U.S.C. §6901 et seq (42 U.S.C. §6903); or (h) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601);

9.6 The sale of the Property pursuant to this Agreement will not violate any law, ordinance, or governmental regulation;

9.7 Seller has no knowledge of any change contemplated in any applicable laws, ordinances, or regulations, any judicial or administrative action, proceeding, or investigation, any action by owners of land adjoining the Property, or natural or artificial conditions upon the Property, which would restrict or prohibit Purchaser's use and development of the Property;

9.8 To the best of Seller's knowledge, all documents and other information provided by Seller to Purchaser pursuant to this Agreement will be true and complete in all material respects;

9.9 To the best of Seller's knowledge, no representation, warranty, or covenant by Seller in this Agreement contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statements therein not misleading; and

10. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows, all of which representations and warranties are true and correct as of the date hereof and shall be true and correct as of the Closing:

10.1 Purchaser: (i) is a corporation organized, validly existing, and in good standing under the laws of the State of Florida; (ii) has full power and authority to purchase the Property from Seller without the consent of any person or entity; and (iii) has authorized the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby.

10.2 The person executing this Agreement on behalf of Purchaser represents and warrants that he or she is an officer of Purchaser, has been duly authorized by Purchaser to execute this Agreement, and has full power and authority to execute the same on behalf of Purchaser.

11. **Default.**

11.1 If Purchaser defaults by failing to complete settlement as herein provided, the entire Deposit shall be paid to Seller as liquidated damages, and the parties hereto

shall be relieved from any further liabilities or obligations hereunder. Seller's right to receive the Deposit shall be Seller's sole and exclusive remedy hereunder for a default by Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which Seller may suffer upon Purchaser's default. Seller's retention of the Deposit as provided herein is intended not as a penalty but as full liquidated damages, and Seller hereby waives and releases any right to (and covenants that it shall not) sue Purchaser: (i) for specific performance of this Agreement; or (ii) to recover actual damages in excess of the Deposit.

11.2 If Seller fails to complete settlement as herein provided, or if Seller otherwise defaults in any manner under this Agreement, Purchaser, in addition to the right to terminate this Agreement and obtain a refund of the Deposit, shall have the right to undertake any and all legal and equitable actions, including, without limitation, a suit for specific performance.

12. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be hand-delivered, delivered by overnight courier, sent by facsimile transmission, or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at their respective addresses set forth below, or at such other addresses of which either party shall notify the other party in accordance with the provisions hereof, and shall be deemed given as of the time of such mailing, facsimile transmission, or delivery, as applicable:

If to Seller:

With a copy to:

If to Purchaser:

With copy to:

13. **Binding Effect and Assignment.** Seller and Purchaser agree that the terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, their respective heirs, legal representatives and assigns. Purchaser shall have the absolute right to assign this Agreement, provided that any such assignment shall not release Purchaser from its obligations hereunder. In the event Purchaser elects to assign this Agreement to a trust, Seller acknowledges and agrees that: (i) the trustee(s) of any such trust shall be acting not individually or personally but solely in its or their capacity as a trustee; (ii) each of the representations, undertakings, and agreements herein made on the part of Purchaser shall be deemed made not as personal representations, undertakings, and agreements of such trustee(s); and (iii) such trustee(s) shall have no personal liability for the payment of any indebtedness or expenses nor be liable for the breach or failure of any of obligation, representation, warranty, or covenant made or undertaken hereunder or under any instrument or document required or contemplated herein. In the event of such an assignment, Seller agrees to acknowledge the foregoing in a written instrument for the benefit of such trustee(s).

14. **Escrow Agent.** Escrow Agent may act upon any instrument or writing believed by it in good faith to be genuine and executed by the proper person, and shall not be liable in connection with the performance of its duties hereunder except for its own willful misconduct or gross negligence. In the event of any dispute or litigation hereunder concerning the disposition of the Deposit, Escrow Agent shall have the right to pay the same and all interest thereon into the registry of any court of competent jurisdiction, and Escrow Agent shall thereupon be released from any further liabilities with respect to the Deposit except as aforesaid. Any costs or fees incurred by Escrow Agent, including attorneys' fees, shall be paid from the Deposit. Seller acknowledges that Escrow Agent is counsel for Purchaser and agrees that its service as Escrow Agent shall not prevent it from continuing to act as Purchaser's counsel in the event of any dispute over entitlement of the Deposit, and Seller consents to such representation.

15. **Tax-Free Exchange.** Seller and Purchaser agree that Seller shall have the option to arrange for a tax-free exchange of the Property under Section 1031 of the Internal Revenue Code, provided that no additional cost, liability, or time delay is occasioned to Purchaser by virtue of such tax-free exchange, and under no circumstances will Purchaser be required to take title to any property other than the Property. Purchaser agrees to cooperate with Seller in the arrangement of such a tax-free exchange, but in the event Seller is not successful in arranging such an exchange, Seller shall be obligated to complete the transaction as contemplated herein. Seller agrees to indemnify, defend, and hold Purchaser harmless from and against any cost, expense, liability, tax, charge, penalty, or other claim or damage arising out of or resulting from Seller's or Purchaser's activities pursuant to this Section.

16. **Miscellaneous.** This Agreement contains the entire understanding between the parties hereto with respect to the Property and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto; there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between and among the parties hereto with respect to the Property other than as set forth herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Seller and Purchaser. No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced. All representations, warranties and covenants herein shall not be merged in the deed of conveyance but shall survive the Closing. It is agreed that time is of the essence in the performance of the terms of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute one agreement. To facilitate execution and delivery of this Agreement, the parties hereto (and other signatories hereto) may exchange counterparts of the executed signature pages hereof by facsimile transmission. The signature of any party to any counterpart may be appended to any other counterpart. In the event of litigation or other proceeding in connection with or arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, its reasonable attorneys' fees and costs.

17. **Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Captions herein are for convenience of reference only and in no way define, limit or expand the scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa. This Agreement may be executed in two or

more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

18. Effective Date. As used herein, the term "Effective Date" means that date upon which the last of Seller and Purchaser have executed this Agreement.

*[REST OF PAGE INTENTIONALLY LEFT BLANK]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal on the date first above written.

**SELLER:**

ESTATE OF OSCAR DIXON

By: Tommy Dixon  
Tommy Dixon, Sole Hier

Tommy Dixon  
TOMMY DIXON

Date: 11 | 3 | 2020

**PURCHASER:**

TOWN OF EATONVILLE COMMUNITY  
REDEPLOYMENT AGENCY

By: [Signature]  
Print Name: Daniel W. Williams  
Its: City Manager

Date: 11 | 05 | 20

**EXHIBIT "A"**  
**[Description of Property]**

That certain property owned by Seller containing .35 acres more or less, located at:

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

The parties agree that the property to be conveyed shall be more particularly described as set forth in the survey to be conducted under Section 5.3.

Johnson what is the market value of this property? Mr. Johnson referred to the second page after the Resolution; the department of appraisal has this property assessed at \$21, 933. Director Sconions stated if its appraised at \$21,000, she has a problem with buying this property for \$100,000. Mr. Johnson replied, the property appraisal price generally is never the same as the purchase price for a property. Director Sconions stated we can make him an offer, but I don't want to pay \$100,000 for the property; this is a bit much. Mr. Johnson stated the purchase of the property is not to hold as an asset, an RFP will go out for a developer to redevelop the site. We offered \$70k & \$90k dollars, the owner will only accept \$100,00 to get their investment back from the property as stated by Mr. Johnson. Director Sconions stated we need to counteroffer at \$86,000 what he paid for the property. Director Baldwin indicated the property has doubled in value in the last four (4) years. Chairman Williams put a motion on the floor to approved Resolution #2020-40, acquire property at 343 E. Kennedy, for \$100,000 plus \$500.00 for closing costs; motion by Director Baldwin, the motion was seconded by Chairman Williams; Director Sconions indicated her other concern is, she does not want to purchase property; AYE: Director Baldwin, and Chairman Williams; NAYE: Director Sconions; MOTION PASSES.

- B. Approval of Resolution #2020-41 Tax Deed purchase of 225 W. Kennedy Blvd.  
**RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOE) BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR, CHAIRMAN AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF TAX DEEDS FOR PROPERTY LOCATED AT 225 WEST KENNEDY BOULEVARD TO INCLUDE PREPARING MORTGAGE, PROMISSORY NOTE, FILING OF NECESSARY DOCUMENTS FOR COURT PROBATE PROCESSES TO COMPLETE SAID TRANSACTION TO INCLUDE ANY OTHER DEEDS TO PROTECT THE TOECRA INTEREST; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.** The delinquent taxes are for 2017, 2018, & 2019, as stated by Paula Bradshaw. Mr. Johnson stated there is a scheduled sale for 11/12/2020; we will be seeking to record a promissory note for the monies that we have expended as stated by Mr. Johnson. There are four (4) parcels, we are providing Life Estate to the present owner; and the immediate release of the commercial property once the probate part is complete; \$7,571.88 money will come from the demolition and acquisition budget. Attorney Perry: The property is currently in the name estate of Oscar Dixon; Tax Deed Sale is scheduled for 11/12/2020, we need to have this paid off, either before the sale or the same day. We must get this out of probate; Oscar Dixon and into Tommy Dixon's name; then we will transfer to the CRA, so probate has to be done, there are a lot of moving parts with this. Tommy Dixon will sign a promissory note; putting a mortgage on the property, this would-be collateral for advancement on the \$7,500; the CRA would need to pay for the probate as well; Mr. Dixon would remain on the property. Tommy will also sign a quit claim deed once we pay-off the funds. Director Sconions stated the motion to pay the taxes and Mr. Johnson replied this is all a part of the Agreement. Motion by Director Sconions to pay the taxes on the property at 225 W. Kennedy Boulevard; the property taxes and the probate, for the CRA to initiate the probate for this

property; also, that the resident in the property will be a life resident of the property; Mr. Johnson stated, the wording should be Life Estate Interest; per the terms of the Agreement. Motion was seconded by Director Baldwin; AYE: Chairman Williams; Director Baldwin, and Director Sconions; **MOTION PASSES.**

- C. Approval of Resolution #2020-42 Agreement with MuniGuide Preparing downtown development design guidelines. **A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOE) BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR, CHAIRMAN AND CRA ATTORNEY TO EXECUTE AGREEMENT WITH MUNIGUIDES TO PROVIDE DOWNTOWN DEVELOPMENT DESIGN GUIDELINES, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.** Mr. Johnson stated per the CRA Plan, our action to getting the design guidelines done is a recommendation to the Town Council to adopt, still must go to the Planning Board and then to Town Council. This is to establish the downtown guidelines to tie into Eatonville road map to revitalization. Chairman Williams put a motion on the floor to approve Resolution #2020-42, in the amount of \$4,700; motion by Director Sconions, the motion was seconded by Director Baldwin; AYE: Chairman Williams, Director Baldwin, and Director Sconions; **MOTION PASSES.**

- D. Approval of Resolution #2020-43 Issuance of Certificate of Appointments. **A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOE) BOARD OF DIRECTORS ISSUING CERTIFICATES OF APPOINTMENTS TO NEW BOARD MEMBERS AS APPROVED BY TOWN COUNCIL ORDINANCE #2020-10; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.** Chairman Williams put a motion on the floor to approve the Certificate of Appointments for the new members; Barbara Lloyd, Linder Greathouse, and Leviticus Henderson; Motion by Kathy Baldwin, the motion was seconded by Kathy Baldwin; AYE: Chairman Williams, Director Baldwin, and Director Sconions; **MOTION PASSES.**

#### **VIII. BOARD OF DIRECTORS REPORT**

#### **IX. ADMINISTRATIVE REPORT**

#### **X. MOTION FOR ADJOURNMENT**

#### **BOARD OF DIRECTORS REPORTS:**

**Director Sconions:** When I was speaking of the property at 225 W. Kennedy Blvd, I just want to ensure all parties are protected; when he has his meeting with Mr. Johnson just want to ensure that he understand the document and that he has someone there with him that he trusts, I just want to ensure that we are doing things right. Barbara Lloyd asked that once Tommy signs those papers and it goes through probate,

he can then file for homestead exemption; how will that work with this? Attorney Perry replied it will just reduce his tax liability.

**Director Baldwin:** the CRA trucks are impressive.

**Linder Greathouse-** Concerned about Mr. Dixon, I do this everyday handling people in his condition; I hope there is a better way to pay the taxes and then if there is another solution than just paying the taxes.

**Leviticus Henderson-** How do we know the property of Mr. Dixon is not already Homestead? Mr. Johnson replied it is not, if you are deceased, you cannot have a Homestead.

**Chairman Williams:** thanked everyone for another successful meeting as we move forward to revitalize our community; and hope everyone stays safe.

Mr. Johnson- we will be scheduling meetings for each member to do their SWOS Analysis; email me your availability within the next couple weeks. The new members will receive the road map revitalization, each member need to set as their priority, I will get this out to everyone tomorrow.

**ATTORNEY PERRY: NO REPORT**

Motion by Linder Greathouse to adjourn, the motion was seconded by Kathy Baldwin; Meeting Adjourned at 8:20: PM.

Respectfully Submitted by  
Cathlene Williams, Town Clerk, CMC





COMMUNITY REDEVELOPMENT AGENCY  
BOARD OF DIRECTORS- ZOOM MEETING  
MINUTES  
SPECIAL SESSION  
MEETING  
11/4/2020  
6:30 P.M.

**MEMBERS PRESENT:** Chairman Donovan Williams, Director Marilyn Davis-Sconions and Director Kathy Baldwin. **ABSENT:** Vice Chairman Michael Reece.

**Also, in attendance:** Michael Johnson, CRA Director, Attorney Jaimon Perry; Paula Bradshaw, Accounting, and Brian Clarke.

Chairman Williams called the CRA Board of Directors Meeting to order at 6:30 PM, followed by silent Prayer and the Pledge of Allegiance.

- I. CALL TO ORDER VIA ZOOM CONFERENCE
- II. PRESENTATION & AWARDS
- III. ADMINISTRATIVE/BOARD OF DIRECTORS DECISION
- IV. CONSENT AGENDA
- V. OLD BUSINESS ACTION ITEMS
- VI. NEW BUSINESS ACTION ITEM

- A. Approval of Resolution #2020-40 Property acquisition 343 E. Kennedy Blvd. A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOW) BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR, CHAIRMAN AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTY LOCATED AT 343 EAST KENNEDY BOULEVARD TO INCLUDE PREPARING TITLE WORK TO COMPLETE TRANSACTION AND CLOSING SAID TRANSACTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Johnson stated this is consistent with the CRA Plan under section 3.55 as described and supports land assembly, code enforcement demolition for redevelopment opportunities 4.17.3 acquisition or demolition; we are looking to purchase this property to consolidate two (2) parcels; one we already own, this is the adjacent parcel. We will be seeking a developer for mixed use project within the downtown CRA District, the cost is \$100,000, plus closing costs, estimate of about \$500.00. Director Sconions asked Mr.



ORANGE COUNTY TAX COLLECTOR  
**SCOTT RANDOLPH**  
 INDEPENDENTLY ELECTED TO SERVE YOU

## Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

DIXON OSCAR ESTATE  
 C/O VIRGINIA DIXON  
 PO BOX 996  
 WINTER PARK, FL 32790-0996

Account Number: 0166368-1  
 Assessed Value: 91,489  
 Millage Code: 34 EVL  
 Parcel Number: 35-21-29-4572-70730  
 Address: 225 W KENNEDY BLVD EATONVILLE 32810  
 Exemptions:

AD VALOREM TAXES						
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied	
STATE SCHOOL	91,489	0	91,489	3.6090	\$330.18	
LOCAL SCHOOL	91,489	0	91,489	3.2480	\$297.16	
GEN COUNTY	91,489	0	91,489	4.4347	\$405.73	
EATONVILLE	91,489	0	91,489	7.2938	\$667.30	
LIBRARY	91,489	0	91,489	.3748	\$34.29	
SJWM	91,489	0	91,489	.2287	\$20.92	
Total Millage:				19.1890	Subtotal:	\$1,755.58
NON-AD VALOREM ASSESSMENTS						
Levying Authority	Phone	Amount	Levying Authority	Phone	Amount	
						Subtotal:
Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments						\$1,755.58

Pay Online, Opt-in to E-Billing and Print your Receipt at [octaxcol.com](http://octaxcol.com).

Payments not received by March 31st are delinquent.

IF YOUR TAXES ARE NOT ESCROWED, PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT.

0166368-1  
 225 W KENNEDY BLVD EATONVILLE 32810  
 35-21-29-4572-70730  
 LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77  
 BLK G (LESS S 10 FT OF LOTS 76 & 77)  
 TOWN OF EATONVILLE CRA  
 307 E KENNEDY BLVD  
 EATONVILLE FL 32751

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov. 30, 2020	\$1,685.36
Dec. 31, 2020	\$1,702.91
Jan. 31, 2021	\$1,720.47
Feb. 28, 2021	\$1,738.02
Mar. 31, 2021	\$1,755.58

DIXON OSCAR ESTATE  
 C/O VIRGINIA DIXON  
 PO BOX 996  
 WINTER PARK, FL 32790-0996

PAID - DO NOT PAY  
 PAID 2003-08452233 \$1,685.36 11/5/2020

PO Box 545100  
 Orlando FL 32854-5100





**ORANGE COUNTY TAX COLLECTOR**  
**SCOTT RANDOLPH**  
 INDEPENDENTLY ELECTED TO SERVE YOU

## Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

**Account Number:** 2018-0007269  
**Assessed Value:**  
**Millage Code:**  
**Parcel Number:** 35-21-29-4572-70730  
**Address:**  
**Exemptions:**

**Tax Deed Applicant:**  
 FLORIDA TAX CERTIFICATE FUND 1 MUNICIPAL  
 TAX LLC  
 PO BOX 775311  
 CHICAGO, IL 60677

### DEED REDEEMED.

2018-0007269

35-21-29-4572-70730

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77  
 BLK G (LESS S 10 FT OF LOTS 76 & 77)

Pay only with cash, cashier's check or  
 money order payable to:  
 Scott Randolph, Tax Collector

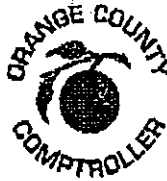
TOWN OF EATONVILLE CRA  
 307 E KENNEDY BLVD  
 EATONVILLE FL 32751

**Paid By:** TOWN OF EATONVILLE CRA  
 Paid: \$5,850.99 on 11/5/2020  
 2003-06452233

### DEED INFORMATION

Total Amount Due	\$0.00
Total Certificates	\$2,748.40
Total Taxes	\$1,878.97
Title Search Fee	\$150.00
T.C. Fee	\$183.25
Comptroller Fees	\$336.60
Comptroller Interest	\$553.77





### WARNING

There are unpaid taxes on the property which you own or in which you may have a legal interest. The property will be sold at public auction on 11/12/2020 unless the back taxes are paid. To receive further information, contact the Orange County Comptroller's Tax Deed Office at 109 E. Church Street, Suite 300, Orlando, FL 32801 or by telephone at (407) 836-5116.

### NOTICE OF APPLICATION FOR TAX DEED

Notice is hereby given that FLORIDA TAX CERTIFICATE FUND 1 MUNICIPAL TAX LLC has filed for a TAX DEED to be issued. The Certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

**CERTIFICATE NUMBER: 2018-7269**      **YEAR OF ISSUANCE: 2018**

**DESCRIPTION OF PROPERTY:**

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

A TRUE COPY  
JOHN W. MINA, SHERIFF  
ORANGE COUNTY, FLORIDA

**PARCEL ID # 35-21-29-4572-70-730**

**Name in which assessed: OSCAR DIXON ESTATE**

Served at 2995 W. on the 29 d.  
of September 2020  
By: [Signature]  
As Deputy Sheriff

ALL of said property being in the County of Orange, State of Florida. Unless such certificate is redeemed according to law, the property described will be sold to the highest bidder online at [www.orange.realtaxdeed.com](http://www.orange.realtaxdeed.com), 11/12/2020 at 10:00 a.m., ET.

Dated: 09/24/2020

Phil Diamond, County Comptroller  
Orange County, Florida  
By:

*M Hildebrandt*

Deputy Comptroller



Contact the Tax Deed Office at (407) 836-5116 to obtain the amount necessary to redeem.

Payment must be CASH, CASHIERS CHECK or MONEY ORDER made payable to ORANGE COUNTY TAX COLLECTOR.

**Send payment to:**

Orange County Tax Collector  
Attn: Delinquent Department  
200 S. Orange Ave., Ste. 1600  
Orlando, Florida 32801

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.



### WARNING

There are unpaid taxes on the property which you own or in which you may have a legal interest. The property will be sold at public auction on 11/12/2020 unless the back taxes are paid. To receive further information, contact the Orange County Comptroller's Tax Deed Office at 109 E. Church Street, Suite 300, Orlando, FL 32801 or by telephone at (407) 836-5116.

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**CERTIFICATE NUMBER:** 2018-7269      **YEAR OF ISSUANCE:** 2018

**DESCRIPTION OF PROPERTY:**

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

A TRUE COPY  
JOHN W. MINA, SHERIFF  
ORANGE COUNTY, FLORIDA

**PARCEL ID #** 35-21-29-4572-70-730

**Name in which assessed:** OSCAR DIXON ESTATE

Served at 0995 J.M. on the 28<sup>th</sup> day  
of January 2020  
By: *[Signature]*  
As Deputy Sheriff

ALL of said property being in the County of Orange, State of Florida. Unless such certificate is redeemed according to law, the property described will be sold to the highest bidder online at [www.orange.realtaxdeed.com](http://www.orange.realtaxdeed.com), 11/12/2020 at 10:00 a.m., ET.

Dated: 09/24/2020

Phil Diamond, County Comptroller  
Orange County, Florida  
By:

*M Hildebrandt*

Deputy Comptroller



Contact the Tax Deed Office at (407) 836-5116 to obtain the amount necessary to redeem.

Payment must be CASH, CASHIERS CHECK or MONEY ORDER made payable to ORANGE COUNTY TAX COLLECTOR.

**Send payment to:**

Orange County Tax Collector  
Attn: Delinquent Department  
200 S. Orange Ave., Ste. 1600  
Orlando, Florida 32801

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

\$ 5771.88

1800.00

By Friday

Nov. 01, 2020

7571.88 Due  
on 12<sup>th</sup>

Sale Nov. 12<sup>th</sup>

10:00AM

Tommy Dixon

321-287-9845

The Orange County Tax Collector makes every effort to produce and publish the most current and accurate information possible. expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values subject to change before being finalized for ad valorem tax purposes. Utilization of the search facility indicates understanding and statement by the user. This Site Should not be relied upon for a title search.

**Parcel/Tangible** 35-21-29-4572- **Owner & Address:**  
**Number:** 70730 **DIXON OSCAR ESTATE/O VIRGINIA DIXON PO BOX 996 WINTER PARK, FL**  
**Date:** 11/3/2020 **0996**  
**Tax Year:** 2020  
**Total Assessed Value:** \$91,489 **Legal** LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK C  
**Taxable Value:** \$91,489 **Description:** OF LOTS 76 & 77)  
**Gross Tax Amount:** \$1,755.58 **Location** 225 W KENNEDY BLVD EATONVILLE 32810  
**Millage Code:** 34 EVL **Address:**

**Comments:**

THIS ACCOUNT HAS THE FOLLOWING SPECIAL STATUS(ES): TAX DEED PENDING FOR FURTHER INFORMATION, PLEASE CALL  
 Note: The "Certified Owner" is the Owner of record on the Tax Roll. Check the "Certified Owner" check box and select if see the certified owner.

**Current Taxes and Unpaid Delinquent Warrants:**

Year	Owner Information	Amount Due	View Bill/Receipt	Certified Owner	Make Payment
2020	DIXON OSCAR ESTATE	\$1,685.36	<a href="#">Taxbill</a>	<input type="checkbox"/>	
2019	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	<a href="#">Taxbill</a>	<input type="checkbox"/>	
2014	DIXON OSCAR	* PAID (View Taxbill For Receipt) *	<a href="#">Taxbill</a>	<input type="checkbox"/>	
2011	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	<a href="#">Taxbill</a>	<input type="checkbox"/>	
2010	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	<a href="#">Taxbill</a>	<input type="checkbox"/>	
2009	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	<a href="#">Taxbill</a>	<input type="checkbox"/>	
2008	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	<a href="#">Taxbill</a>	<input type="checkbox"/>	
2007	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	<a href="#">Taxbill</a>	<input type="checkbox"/>	
2006	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	<a href="#">Taxbill</a>	<input type="checkbox"/>	

**Unpaid Real Estate Certificates:**

Year	Current Payoff	If Paid By	Current Payoff	If Paid By	Make Payment
* NONE *	* NONE *	* NONE *	* NONE *	* NONE *	* NONE *

**Other Real Estate Certificates:**

Year	Face Value	Certificate Number	Status	Amount Paid
* 2016 *	\$598.08	2017-0007614	Paid	\$634.23
* 2015 *	\$607.58	2016-0008059	Paid	\$644.21

\* UNPAID DELINQUENT TAXES MUST BE PAID BY A CASHIERS CHECK, MONEY ORDER, OR CERTIFIED FUNDS AND A LAST BUSINESS DAY OF THE MONTH.

2012 ? TAX DEED  
 2013 ? TAX DEED  
 2014 ? TAX DEED  
 2015 ? TAX DEED  
 2016 ? TAX DEED  
 2017 ? TAX DEED  
 2018 ? TAX DEED  
 2019 ? TAX DEED  
 2020 \$1685.36  
 \$596.35 + interest  
 \$2015.22 + interest  
 \$1878.97 + interest  
 2018-7269  
 \$7536.35  
 Homestead removed in 2018  
 407-836-5116  
 Comptroller  
 407-434-0312  
 wire transfer  
 Church & Orange  
 200 S. Orange Ave 1/1

11/5/2020

EATONVILLE COMMUNITY REDEVELOPMENT AGENCY Mail - TAX DEED 18-7269



Paula Bradshaw <pbradshaw@eatonvillecra.org>

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## TAX DEED 18-7269

1 message

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Aracelis Morales <amorales@octaxcol.com>

Thu, Nov 5, 2020 at 4:25 PM

To: "pbradshaw@eatonvillecra.org" <pbradshaw@eatonvillecra.org>

Good afternoon

Wire received. As soon as paid I will send you the receipt.

Thank you

Aracelis Morales, CFCA

For the Office of Scott Randolph

Delinquent Tax Department

200 S. Orange Ave., Suite 1600

Orlando, FL 32801

407-836-2702

amorales@octaxcol.com

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made as of this \_\_\_\_\_ day of November, 2020 by and between Estate of Oscar Dixon and Tommy Dixon ("Seller"), and Town of Eatonville Community Redeployment Agency ("Purchaser").

### WITNESSETH:

WHEREAS, Seller is the fee simple owner of all of that certain parcel of real property described as 225 W. Kennedy Blvd., Orlando, Florida 32810, as is more particularly described on Exhibit "A" attached hereto and incorporated herein together with all buildings and improvements situated thereon, all right, title, and interest of Seller in and to any land lying in the bed of any existing dedicated street, road, or alley adjoining thereto, all strips and gores adjoining thereto, and all rights, ways, easements, privileges, and appurtenances thereunto belonging (the "Property").

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth. The Property excludes personal property on the premises.

2. Purchase Price and Terms. The purchase price for the Property (the "Purchase Price") shall be \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_). The Purchase Price shall be payable as follows:

2.1 Past Due Tax Obligations. By November 11, 20~~12~~<sup>20</sup>, the Purchaser shall satisfy the tax obligation on the Property to redeem the Property and prevent the Property from being sold at a tax deed auction. The redemption is estimated to be \$7,571.88. Upon signing this agreement, Seller shall sign a promissory note and mortgage for the amount advanced to pay the past due taxes in the event this transaction fails to close.

2.2 Life Estate Interest. Seller shall retain a life estate interest in the Property, but said life estate interest is restricted to the residential portion located on Lots 73 and 74 of the Property. The remaining lots of the Property, Lots 76 and 77 are currently vacant and shall not be encumbered by a life estate interest. The Seller shall be required to maintain homeowner's insurance from the residential property and pay his portion of real estate property taxes for Lots 73 and 74, the residential portion.

2.3 Probate. The Property is currently in the name of Oscar Dixon. Oscar Dixon and his spouse, Virginia Dixon, are deceased. Tommy Dixon is the sole heir of the Dixons. In concert with purchase transaction, Tommy Dixon will assist with the probate administration of Oscar Dixon and if necessary, Virginia Dixon. Further

upon execution of this Agreement, Tommy Dixon will executed a quit claim, which includes the life estate interest for himself, in favor of the Purchaser to be held in escrow upon completion of the probate administration.

**2.3 Cash at Closing.** At the Closing, Purchaser shall pay the Purchase Price in cash, cashier's check, or wire transfer of funds, of which sum the Deposit shall, at Purchaser's option, be a part.

**3. Contingency.**

**3.1. Financing.** Not applicable.

**4. Investigation of Property.**

**4.1 Delivery of Documents.** Within ten (10) days after full execution of this Agreement, Seller shall deliver to Purchaser copies of all existing agreements, surveys, engineering, architectural, or zoning documents, tests, or reports, and title insurance policies or reports, if any, relating to the Property which are in Seller's possession or under Seller's control. Prior to closing hereunder, Seller shall, upon request of Purchaser, provide such other documents and information relating to the Property as Purchaser may reasonably request and which are in Seller's possession or under Seller's control.

**4.2 Inspection of Property.** Purchaser and its agents and representatives shall have the right to enter onto the Property prior to the Closing for purposes of conducting surveys, soil tests, market studies, engineering tests and such other tests, investigations, studies, and inspections as Purchaser deems necessary or desirable to evaluate the Property, provided that: (i) all such tests, investigations, studies, and inspections shall be conducted at Purchaser's sole expense; (ii) such tests, investigations, studies, and inspections shall not cause any material injury to the Property; (iii) any such test and investigations that require entrance into the space currently occupied by third parties shall not be performed without the sellers prior approval which shall not be unreasonably withheld; and (iv) Purchaser shall indemnify and hold Seller harmless from and against any losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of damage to the Property or personal injury resulting from Purchaser's or its agents' or representatives' negligence in connection with the activities contemplated in this Section 4.2; provided, however, that the foregoing indemnity obligation shall be limited to Seller's actual damages only, and neither Purchaser nor its agents and representatives shall have liability for consequential, indirect, or punitive damages.

**4.3 Inspection Period.** In the event that Purchaser is not satisfied, in its sole discretion, with the feasibility of Purchaser's acquisition and development of the Property, Purchaser shall have the right to terminate this Agreement. Such right shall be exercised by written notice to Seller within five (5) days after the Effective Date (the "Inspection Period"). Upon any such termination, the Deposit shall be promptly returned to Purchaser, Purchaser shall return to Seller all items received by Purchaser pursuant to

Section 4.1 hereof, and the parties hereto shall be released from any further liabilities or obligations hereunder except for the indemnification obligations set forth in Section 4.2.

**5. Title/Survey.**

**5.1 Condition at Closing.** At the Closing, Seller shall convey fee simple title to the Property, marketable and good of record and in fact, and insurable as such by such title insurance company as Purchaser may choose, at regular rates, on an ALTA Form B Owner's Policy, free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, or other matters whatsoever, whether recorded or unrecorded, except for: (i) the lien of real estate taxes or assessments not yet due and payable; and (ii) Title Objections approved by Purchaser pursuant to Section 5.2 hereof.

**5.2 Title Objections.** Within five (5) days after the Effective Date, Purchaser shall obtain a title insurance commitment (the "Title Commitment") issued by The Perry Law Group LLC, as agent for Old Republic National Title Insurance Company. If Purchaser determines that any matter or matters affecting the Property are unacceptable, Purchaser shall notify Seller in writing of such matter or matters (the "Title Objections") within ten (10) days after the Effective Date (the "Title Examination Period"). Within ten (10) days after receipt of the Title Objections, Seller shall notify Purchaser either that: (i) Seller shall correct such Title Objections; or (ii) Seller shall not correct such Title Objections. In the event that Seller elects to correct such Title Objections, Seller shall correct such Title Objections at or prior to the Closing. In the event that Seller elects to not correct such Title Objections, Purchaser shall have the right, in its sole discretion, to either: (i) accept title "as is"; or (ii) terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and the parties hereto shall be released from any further liabilities or obligations hereunder. Any matters to which Purchaser does not object during the Title Examination Period shall be deemed acceptable to Purchaser; provided, however, that Purchaser shall have the continuing right to have the Title Commitment updated from time to time and to give Seller written notice of any additional Title Objections, which Title Objections shall be addressed in the manner set forth hereinabove. In the event Purchaser notifies Seller of any Title Objections, and Seller fails to notify Purchaser within the period set forth above of its election to cure or not cure such Title Objections, Seller shall be deemed to have elected to cure such Title Objections. Notwithstanding the provisions of this Section 5.2 and regardless of whether included in the Title Objections, Seller shall, at Seller's sole expense, release at or prior to the Closing all liens and encumbrances securing the payment of money.

**5.3 Survey.** Purchaser, at its sole cost and expense, shall cause a survey of the Property ("Survey") to be prepared by a land surveyor duly licensed and registered as such in the State of Florida accordance with the minimum technical standards established by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes, Florida Statutes, and the regulations promulgated thereunder being Chapter 61617-6, Florida Administrative Code. The Survey shall also show the legal description of the Real Property and all easements affecting the Real Property. If the Survey shows any encroachments or other adverse matters affecting title to the Real Property (other than the Permitted Exceptions), Purchaser shall notify Seller of any such matters to which



Purchaser objects in writing within three (3) days from the date of completion of the Survey. Such notice shall specify in detail those matters which are deemed by Purchaser to adversely affect the title to the Real Property. The matters revealed by the survey shall be treated as Title Objections pursuant to Section 5.2 hereof.

6. **Obligations Pending Closing.** Between the Effective Date and the Closing or earlier termination of this Agreement:

6.1 **Title to Property.** Except as may be necessary to cure Title Objections and as provided for in Section 6.2 below, Seller shall not sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise dispose of, encumber, or cause or permit any change in the status of title to the Property;

6.2 **Condition of Property.** Seller shall not cause or permit any adverse change in the condition of the Property, reasonable wear and tear excepted.

6.3 **Condemnation or Destruction.** In the event any governmental agency should notify Seller, or if Seller should become aware, of any permanent or temporary actual or threatened taking of all or any portion of the Property, or if any material portion of the Property is damaged or destroyed, Seller shall promptly notify Purchaser of the same. Purchaser shall thereupon be entitled, at its sole option: (i) to proceed to the Closing with no reduction in the Purchase Price, in which event any and all proceeds of such taking, or insurance proceeds from any such damage or destruction, shall be delivered to or assigned to Purchaser at the Closing; or (ii) to terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and all parties shall be relieved from any further liabilities or obligations hereunder; and

7. **Conditions to Closing.** In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transaction contemplated herein is subject to the satisfaction, at or prior to the Closing, of the following conditions, any of which may be waived, in whole or in part, in writing by Purchaser at or prior to the Closing, in which event this Agreement shall be deemed terminated and, unless such failure is the result of a default by Purchaser hereunder, the Deposit shall be returned to Purchaser:

7.1 **Representations and Warranties.** The representations and warranties of Seller set forth herein shall be true and correct in all material respects as of the Effective Date and the Closing.

7.2 **Performance of Obligations.** As of the Closing, Seller shall have performed and complied with all of the covenants and conditions required to be performed by it under this Agreement, and all deliveries to be made by Seller at Closing shall have been tendered.

7.3 **Title.** Title to the Property shall be in the condition required by Section 5 hereof.

**8. Closing.**

**8.1 Time and Place.** The closing of the transaction contemplated under this Agreement (the "Closing") shall be held on or before November 11, 2020 or when agreed to by the parties. The Closing shall be held at the offices of The Perry Law Group LLC or a place mutually convenient for the parties.

**8.2 Deliveries by Seller.** At the Closing, Seller shall:

**8.2.1** Execute, acknowledge, and deliver a statutory general warranty deed conveying to Purchaser good, indefeasible, and marketable fee simple title to the Property

**8.2.2** Execute, acknowledge, and deliver a Non-Foreign Affidavit as required under Section 9.2 hereof;

**8.2.3** Execute, acknowledge, and deliver a customary title insurance affidavit sufficient to cause the issuance of the owner's title insurance policy without the standard pre-printed exceptions other than ad valorem taxes and assessments for the year of closing, unless closing occurs after November 1 in which case the exception would be for ad valorem taxes and assessments for the following year and thereafter; and

**8.2.4** Execute, acknowledge (as appropriate), and deliver such additional documents as may be necessary or customary to consummate the transactions contemplated herein.

**8.3 Deliveries by Purchaser.** At the Closing, Purchaser shall:

**8.3.1** Pay the Purchase Price in accordance with Section 2 hereof; and

**8.3.2** Execute, acknowledge (as appropriate), and deliver such additional documents as may be necessary or customary to consummate the transactions contemplated herein.

**8.4 Closing Adjustments.** Real estate taxes and, if applicable, rents, water and sewer charges, and fuel, gas, electricity, telephone and other utility charges, shall be prorated and adjusted to the date of the Closing. If the amount of the current year's taxes has not been established by the taxing authorities as of the Closing, taxes shall be prorated based on an estimate in accordance with the most recent certificate of taxes issued by the taxing authorities. If taxes are prorated based on an estimate at the Closing, then Purchaser and Seller agree to readjust such proration at the request of either party upon the establishment of the actual amount. Any special assessments imposed by any governmental agency or authority which are noticed and existing as of the date hereof shall be satisfied by Seller at or prior to the Closing hereunder.

**8.5 Closing Costs.** Purchaser shall pay all applicable transfer and documentary stamp taxes on the deed, the premium for the owner's policy of title

insurance to be issued to Purchaser with respect to the property, recordation expenses for any instruments necessary to cure Title Objections and the deed(s). Purchaser shall pay the cost of examination of title with respect to the Property, the costs of any survey, costs associated with any mortgage financing including the costs of a mortgagee's policy of title insurance, and Purchaser's attorneys fees.

8.6 **Possession.** Seller shall retain a life estate interest in the residential portion of the Property and possess Lots 73 and 74. Seller shall not have rights to and possess the commercial portion of the Property, Lots 76 and 77.

9. **Representations, Warranties, and Covenants of Seller.** Seller represents, warrants, and covenants to Purchaser as follows, all of which representations and warranties are true and correct as of the date hereof and shall be true and correct as of the Closing hereunder:

9.1 Seller: (i) has full power and authority to sell the Property to Purchaser without the consent of any other person or entity; (ii) is the sole legal and equitable owner of record and in fact of good and marketable fee simple title to the Property;

9.2 Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and Seller shall execute an affidavit to such effect in the form to be provided by Purchaser, failing which Purchaser may proceed with the withholding provisions as provided by applicable law. Seller shall indemnify Purchaser and its agents against any liability or cost, including reasonable attorneys' fees, in the event that this representation or the affidavit provided by Seller at the Closing is false;

9.3 There is not pending or, to the best of Seller's knowledge, threatened, any litigation, proceeding, or investigation relating to the Property (including without limitation, the land use and zoning classification thereof) or Seller's title thereto (including, without limitation, any eminent domain or condemnation proceedings), nor does Seller have reasonable grounds to know of any basis for such litigation, proceedings, or investigations;

9.4 To the best of Seller's knowledge, there exists no violation of any law, regulation, orders, or requirements issued by any governmental agency or authority, or action in any court on account thereof, against or affecting the Property;

9.5 To the best of Seller's knowledge, there are no "hazardous materials," as hereinafter defined, located in, on, or under the Property. Seller is not a generator of any such hazardous materials and has conducted its activities on and from the Property in full compliance with all hazardous waste emission, reporting, and removal requirements imposed by applicable law. There are not now, nor to the best of Seller's knowledge has there ever been, any underground or aboveground storage tanks located at or within the Property. For purposes hereof, "hazardous materials" shall mean any substance, material, waste, gas, or particulate matter which is regulated by any local governmental authority, the State of Florida, or the United States Government, including, without limitation, any material or substance which is: (a) defined as a "contaminant," "pollutant," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or

"restricted hazardous waste" under any provision of Florida law; (b) petroleum products; (c) asbestos; (d) polychlorinated biphenyl; (e) radioactive material; (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317); (g) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation & Recovery Act, 42 U.S.C. §6901 et seq (42 U.S.C. §6903); or (h) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601);

9.6 The sale of the Property pursuant to this Agreement will not violate any law, ordinance, or governmental regulation;

9.7 Seller has no knowledge of any change contemplated in any applicable laws, ordinances, or regulations, any judicial or administrative action, proceeding, or investigation, any action by owners of land adjoining the Property, or natural or artificial conditions upon the Property, which would restrict or prohibit Purchaser's use and development of the Property;

9.8 To the best of Seller's knowledge, all documents and other information provided by Seller to Purchaser pursuant to this Agreement will be true and complete in all material respects;

9.9 To the best of Seller's knowledge, no representation, warranty, or covenant by Seller in this Agreement contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statements therein not misleading; and

10. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows, all of which representations and warranties are true and correct as of the date hereof and shall be true and correct as of the Closing:

10.1 Purchaser: (i) is a corporation organized, validly existing, and in good standing under the laws of the State of Florida; (ii) has full power and authority to purchase the Property from Seller without the consent of any person or entity; and (iii) has authorized the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby.

10.2 The person executing this Agreement on behalf of Purchaser represents and warrants that he or she is an officer of Purchaser, has been duly authorized by Purchaser to execute this Agreement, and has full power and authority to execute the same on behalf of Purchaser.

11. **Default.**

11.1 If Purchaser defaults by failing to complete settlement as herein provided, the entire Deposit shall be paid to Seller as liquidated damages, and the parties hereto

shall be relieved from any further liabilities or obligations hereunder. Seller's right to receive the Deposit shall be Seller's sole and exclusive remedy hereunder for a default by Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which Seller may suffer upon Purchaser's default. Seller's retention of the Deposit as provided herein is intended not as a penalty but as full liquidated damages, and Seller hereby waives and releases any right to (and covenants that it shall not) sue Purchaser: (i) for specific performance of this Agreement; or (ii) to recover actual damages in excess of the Deposit.

11.2 If Seller fails to complete settlement as herein provided, or if Seller otherwise defaults in any manner under this Agreement, Purchaser, in addition to the right to terminate this Agreement and obtain a refund of the Deposit, shall have the right to undertake any and all legal and equitable actions, including, without limitation, a suit for specific performance.

12. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be hand-delivered, delivered by overnight courier, sent by facsimile transmission, or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at their respective addresses set forth below, or at such other addresses of which either party shall notify the other party in accordance with the provisions hereof, and shall be deemed given as of the time of such mailing, facsimile transmission, or delivery, as applicable:

If to Seller:

With a copy to:

If to Purchaser:

With copy to:

13. Binding Effect and Assignment. Seller and Purchaser agree that the terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, their respective heirs, legal representatives and assigns. Purchaser shall have the absolute right to assign this Agreement, provided that any such assignment shall not release Purchaser from its obligations hereunder. In the event Purchaser elects to assign this Agreement to a trust, Seller acknowledges and agrees that: (i) the trustee(s) of any such trust shall be acting not individually or personally but solely in its or their capacity as a trustee; (ii) each of the representations, undertakings, and agreements herein made on the part of Purchaser shall be deemed made not as personal representations, undertakings, and agreements of such trustee(s); and (iii) such trustee(s) shall have no personal liability for the payment of any indebtedness or expenses nor be liable for the breach or failure of any of obligation, representation, warranty, or covenant made or undertaken hereunder or under any instrument or document required or contemplated herein. In the event of such an assignment, Seller agrees to acknowledge the foregoing in a written instrument for the benefit of such trustee(s).

14. **Escrow Agent.** Escrow Agent may act upon any instrument or writing believed by it in good faith to be genuine and executed by the proper person, and shall not be liable in connection with the performance of its duties hereunder except for its own willful misconduct or gross negligence. In the event of any dispute or litigation hereunder concerning the disposition of the Deposit, Escrow Agent shall have the right to pay the same and all interest thereon into the registry of any court of competent jurisdiction, and Escrow Agent shall thereupon be released from any further liabilities with respect to the Deposit except as aforesaid. Any costs or fees incurred by Escrow Agent, including attorneys' fees, shall be paid from the Deposit. Seller acknowledges that Escrow Agent is counsel for Purchaser and agrees that its service as Escrow Agent shall not prevent it from continuing to act as Purchaser's counsel in the event of any dispute over entitlement of the Deposit, and Seller consents to such representation.

15. **Tax-Free Exchange.** Seller and Purchaser agree that Seller shall have the option to arrange for a tax-free exchange of the Property under Section 1031 of the Internal Revenue Code, provided that no additional cost, liability, or time delay is occasioned to Purchaser by virtue of such tax-free exchange, and under no circumstances will Purchaser be required to take title to any property other than the Property. Purchaser agrees to cooperate with Seller in the arrangement of such a tax-free exchange, but in the event Seller is not successful in arranging such an exchange, Seller shall be obligated to complete the transaction as contemplated herein. Seller agrees to indemnify, defend, and hold Purchaser harmless from and against any cost, expense, liability, tax, charge, penalty, or other claim or damage arising out of or resulting from Seller's or Purchaser's activities pursuant to this Section.

16. **Miscellaneous.** This Agreement contains the entire understanding between the parties hereto with respect to the Property and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto; there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between and among the parties hereto with respect to the Property other than as set forth herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Seller and Purchaser. No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced. All representations, warranties and covenants herein shall not be merged in the deed of conveyance but shall survive the Closing. It is agreed that time is of the essence in the performance of the terms of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute one agreement. To facilitate execution and delivery of this Agreement, the parties hereto (and other signatories hereto) may exchange counterparts of the executed signature pages hereof by facsimile transmission. The signature of any party to any counterpart may be appended to any other counterpart. In the event of litigation or other proceeding in connection with or arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, its reasonable attorneys' fees and costs.

17. **Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Captions herein are for convenience of reference only and in no way define, limit or expand the scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa. This Agreement may be executed in two or

more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

18. **Effective Date.** As used herein, the term "Effective Date" means that date upon which the last of Seller and Purchaser have executed this Agreement.

*[REST OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal on the date first above written.

**SELLER:**

ESTATE OF OSCAR DIXON

By: Tommy Dixon  
Tommy Dixon, Sole Hier

Tommy Dixon  
TOMMY DIXON

Date: 11 | 3 | 2020

**PURCHASER:**

TOWN OF EATONVILLE COMMUNITY  
REDEPLOYMENT AGENCY

By: DW  
Print Name: Douglas Wierpals  
Its: Chairman

Date: 11 | 05 | 20



**EXHIBIT "A"**  
**[Description of Property]**

That certain property owned by Seller containing .35 acres more or less, located at:

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

The parties agree that the property to be conveyed shall be more particularly described as set forth in the survey to be conducted under Section 5.3.

# Property Record - 35-21-29-4572-70-730

Orange County Property Appraiser •  
http://www.ocpafl.org

## Property Summary

### Property Name

225 W Kennedy Blvd

### Names

Dixon Oscar Estate

### Municipality

EVL - Eatonville

### Property Use

0103 - Single Fam Class III

### Mailing Address

C/O Virginia Dixon  
Po Box 996  
Winter Park, FL 32790-0996

### Physical Address

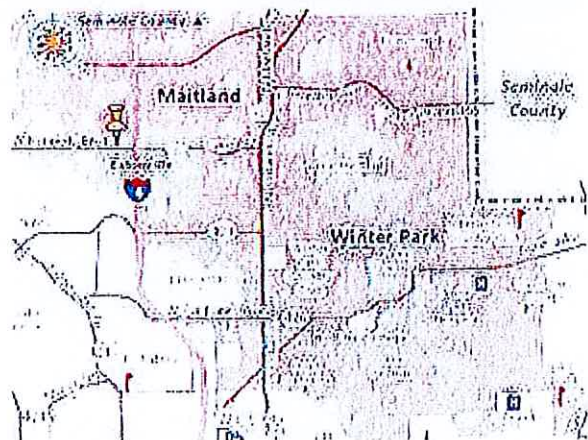
225 W Kennedy Blvd  
Orlando, FL 32810



QR Code For Mobile Phone










292135457270730 01/30/2007



## Value and Taxes

### Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2020	\$36,809	+ \$53,770	+ \$910 = \$91,489 (-2.4%)	\$91,489 (-2.4%)	
2019	\$36,809	+ \$56,054	+ \$910 = \$93,773 (-.33%)	\$93,773 (-.33%)	
2018	\$36,809	+ \$56,362	+ \$910 = \$94,081 (32%)	\$94,081 (71%)	
2017	\$32,809	+ \$37,712	+ \$910 = \$71,431	\$54,891	

Tax Year Benefits	Original Homestead	Additional Hx	Other Exemptions	SOH Cap	Tax Savings
2020 	n/a	n/a	n/a	n/a	\$0
2019 	n/a	n/a	n/a	n/a	\$0
2018 	n/a	n/a	n/a	n/a	\$0
2017    	\$25,000	\$4,891	\$500	\$16,540	\$895

## 2020 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$91,489	\$0	\$91,489	3.6090 (-6.53%)	\$330.18	19 %
Public Schools: By Local Board	\$91,489	\$0	\$91,489	3.2480 (0.00%)	\$297.16	17 %
Orange County (General)	\$91,489	\$0	\$91,489	4.4347 (0.00%)	\$405.73	23 %
Town Of Eatonville	\$91,489	\$0	\$91,489	7.2938 (0.00%)	\$667.30	38 %
Library - Operating Budget	\$91,489	\$0	\$91,489	0.3748 (0.00%)	\$34.29	2 %
St Johns Water Management District	\$91,489	\$0	\$91,489	0.2287 (-5.26%)	\$20.92	1 %
				<b>19.1890</b>	<b>\$1,755.58</b>	

## 2020 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

## Property Features

### Property Description

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

### Total Land Area

15,049 sqft (+/-) | 0.35 acres (+/-) GIS Calculated

### Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class	Unit Price	Class Value
0100 - Single Family	R-2	1 LOT(S)	\$15,000.00	\$15,000	\$0.00		\$15,000
1000 - Comm Vacant Land	R-2	5650 SQUARE FEET	\$3.86	\$21,809	\$0.00		\$21,809

### Buildings

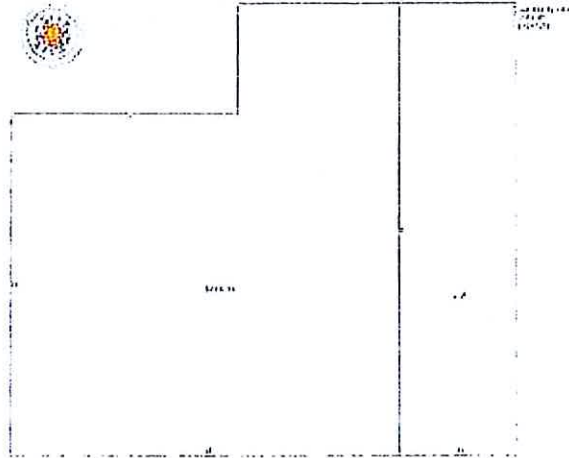
Model Code	01 - Single Fam Residence	Subarea Description	Sqft	Value
Type Code	0103 - Single Fam Class III	BAS - Base Area	1266	\$96,444
Building Value	\$53,770	USP - Unf S Prch	451	\$10,284
Estimated New Cost	\$106,728			
Actual Year Built	1958			
Beds	2			



3/31/2021

225 W Kennedy Blvd

Baths 1.0  
Floors 1  
Gross Area 1717 sqft  
Living Area 1266 sqft  
Exterior Wall Conc/Cindr  
Interior Wall Drywall



## Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
AB1 - Accessory Building 1	01/01/1998	140 Square Feet	\$10.00	\$910

## Sales

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### Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
06/01/1988	\$100	19883022962	03988 / 3743	Warranty Deed			Improved
05/01/1988	\$50,000	19883011787	03984 / 1100	Warranty Deed			Improved

Prepared by:  
Jaimon H. Perry  
The Perry Law Group LLC  
37 North Orange Avenue, Suite 500  
Orlando, Florida 32801

Property Appraisers Parcel Identification (Folio) Numbers:  
35-21-29-4572-70-730

### MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT executed this 9th day of December, 2020 by Tommy Dixon, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810 (herein collectively called "mortgagor") to the Town of Eatonville Community Redevelopment Agency having an address at 370 E. Kennedy Blvd., Eatonville, Florida 32751 (herein called mortgagee).

For Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, mortgagor does grant, bargain, sell and convey to mortgagee, its successors and assigns, in fee simple, all the certain land of which mortgagor is now the legal owner, and in actual possession, situated in the County of Orange, State of Florida, more particularly described as follows:

Lots 73, 74, 76 & 77 (less S. 10 ft. of Lots 76 & 77), BLOCK G, LAKE LOVELY ESTATES SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book R, Page(s) 121, of the Public Records of Orange County, Florida.

a/k/a 225 W. Kennedy Blvd., Orlando, Florida 32810

Folio No. 35-21-29-4572-70-730

Together with all structures and improvements now and hereafter located on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of mortgagor in and to the same, and every part and parcel thereof, and all fixtures now or hereafter attached to or used in connection with the premises herein described.

To have and to hold the same, together with the tenements, hereditaments, and appurtenances unto mortgagee, and its successors and assigns, in fee simple.

Mortgagor covenants with mortgagee, its successors, legal representatives, and assigns, that mortgagor is indefeasibly seized of the land in fee simple; that mortgagor has full power and lawful right to convey the land in fee simple; that the land is free from all encumbrances, except as may be set forth herein; that mortgagor will make such further assurances to protect the fee simple title to the land in mortgagee, its successors, legal representatives, or assigns, as may reasonably be required; that mortgagor does hereby fully warrant the title of the land and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if mortgagor shall pay to mortgagee, its successors, legal representatives, or assigns, all obligations evidenced by that certain Mortgage Note, dated the date hereof made by mortgagor in the original principal amount of \$7,536.35, and shall perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the Mortgage Note and of this mortgage, and shall pay all taxes which may accrue on the property and all costs and expenses mortgagee, its successors or assigns may be put to in collecting the obligations or in foreclosure of this mortgage or otherwise, including reasonable attorneys' fees, then this mortgage and the estate hereby created shall cease and be null and void.

And mortgagor does hereby covenant and agree with the mortgagee as follows:

1. To pay all sums of money payable by virtue of the Mortgage Note and this mortgage, or either, promptly on the days respectively the same severally become due.
2. To pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if the same are not promptly paid, mortgagee, its successors, legal representatives, or assigns may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen per cent (18%) per annum.
3. To pay all the costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Mortgage Note and this mortgage, or either, and every such payment shall bear interest from date at the rate of eighteen percent (18%) per annum. Mortgagor agrees that in the event of foreclosure, a legal fee of ten percent of the principal balance due on this mortgage shall be prima facie reasonable.
4. To keep the buildings now or hereafter on the mortgaged premises land insured in a sum equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by mortgagee, and the policy or policies held by and payable to mortgagee, its successors, legal representatives, or assigns, and in the event any sum of money becomes payable under such policy or policies, mortgagee, its legal representatives or assigns shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit mortgagor to receive an use it or any part thereof for other purposes, without hereby waiving or impairing any equity, lien, or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of eighteen per cent (18%) per annum.
5. To permit, commit, or suffer no waste, impairment, or deterioration of the property or any part thereof, except reasonable wear and tear; and in the event of the failure of mortgagor to keep the buildings on the premises and those to be erected thereon, or improvements thereon, in good repair, mortgagee may make such repairs as in its discretion it may deem necessary for the

proper preservation thereof and the full amount of each and every such payment shall be due and payable thirty (30) days after demand, and shall be secured by the lien of this mortgage.

6. To perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the Mortgage Note.

7. At any time, and from time to time, upon request by the mortgagee, the mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the mortgagee, any and all other further instruments, certificates and other documents as may be reasonably necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the mortgagor under the Mortgage Note, (ii) the security interest of this mortgage, and (iii) the mortgage lien hereunder.

8. Mortgagee may, at any time pending a suit on this mortgage, apply ex parte to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith and without prior notice to mortgagor, appoint a receiver of the premises covered hereby, including all income, profits, issues, and revenues from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged, as if specifically set forth and described in the granting and habendum clauses hereof. Such appointment shall be made by such court as an admitted equity and a matter of absolute right to mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of mortgagor or the defendants. Such rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court. In the event of any default on the part of mortgagor hereunder, mortgagor agrees to pay to mortgagee on demand as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for such year not covered by the above monthly payments.

9. The extension of credit, and any other loan, secured hereby has been made in reliance upon mortgagor's ownership and control of the mortgaged property. Therefore, if mortgagor conveys or suffers the conveyance of the mortgaged property, or if mortgagor otherwise relinquishes or loses its present degree of such ownership or control, such as a lease of the mortgaged property, or if mortgagor suffers the further encumbrance of the mortgaged property, such as a lien or mortgage junior to this mortgage, then all indebtedness secured hereby shall, at the option of mortgagee, become immediately due and payable.

10. As additional security, the mortgagor does hereby transfer, assign, and set over to the mortgagee all of the mortgagor's interest as lessor in any and all present and future leases, and any and all rents and deposits thereunder and relative thereto, now due or to become due from the mortgaged property or any separate rental premises therein contained. In the event of a default hereunder by the mortgagor, such rents shall be collected by or at the direction and under the control of the mortgagee, its successors or assigns, and the net proceeds thereof (net after payment of collection costs) shall be applied to the indebtedness secured hereby in such manner as the

mortgagee elects, as and when the same shall become due and payable. Mortgagee shall have all rights and remedies provided by Section 697.07, Florida Statutes. For the purpose of carrying out the provisions of this numbered paragraph, the mortgagor does by these presents constitute and appoint the mortgagee, its successors or assigns, as the mortgagor's true and lawful attorney-in-fact, to collect any and all rents from the mortgaged property.

11. If fulfillment of any provisions hereof or any transaction related hereto or to the Mortgage Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held invalid as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

12. Notwithstanding any provisions contained herein or in the Mortgage Note, the total liability of mortgagor for payment of interest, including service charges, penalties or any other fees, to the extent any of such may be deemed to be interest, shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by mortgagor include interest in excess of such maximum amount, mortgagee shall apply such excess to the reduction of the unpaid principal amount due pursuant hereto, and refund any balance remaining to mortgagor.

13. The mailing of a written notice or demand addressed to the mortgagor at the address stated above, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

14. If foreclosure proceedings of any mortgage or lien inferior to this mortgage are instituted, mortgagee hereunder may at its option, immediately or thereafter, declare this mortgage and the indebtedness secured hereby due and payable.

15. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

16. This Mortgage may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

17. THE BORROWER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE PURSUIT, ASSERTION OR RESOLUTION OF ANY CLAIM OR DEFENSE THAT MAY EVER BE ASSERTED OR ASSERTABLE BY THE BORROWER UNDER THIS AGREEMENT, THE MORTGAGE, THE NOTE OR UNDER ANY OTHER AGREEMENT OR DOCUMENT EXECUTED IN CONNECTION THEREWITH AND UNDER ANY LAW OR THEORY GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES. THIS WAIVER OF JURY TRIAL SHALL EXTEND TO ALL MATTERS BETWEEN THE PARTIES AND SHALL BE UNCONDITIONAL AND ABSOLUTE.



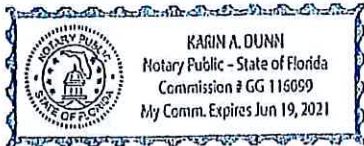
IN WITNESS WHEREOF, Mortgagor has executed these presents on the day and year first above written.

WITNESSES: MORTGAGOR

Michael L. Jones \_\_\_\_\_  
Witness Signature  
STATE OF FLORIDA )  
COUNTY OF ORANGE )  
Tommy Dixon Tommy Dixon  
Witness Printed  
Name

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15<sup>th</sup> day of December, 2020 by Tommy Dixon, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL



Karin A. Dunn  
Notary Public

KARIN A. DUNN  
Printed Notary Name

## PROMISSORY NOTE

\$7,536.35

Date: December 9, 2020

FOR VALUE RECEIVED, the undersigned, **TOMMY DIXON**, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810 (collectively "Borrower"), promises to pay to the order of **TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**, whose address for payments hereunder is 370 E. Kennedy Blvd., Eatonville, Florida 32751 (collectively "Lender"), in lawful money of the United States of America, at its address specified herein, or wherever else Lender may specify, the sum of **SEVEN THOUSAND FIVE HUNDRED AND THIRTY SIX 00/100 DOLLARS (\$7,536.35)**, or such sum as may be advanced and outstanding from time to time, with interest on the unpaid principal balance at the rate and on the terms provided in this Promissory Note (including all renewals, extensions or modifications hereof, this "Note").

1. **INTEREST RATE/DISBURSEMENTS.** No interest shall accrue on the disbursement of funds.
2. **MATURITY DATE.** The entire unpaid principal amount of this Note, together with all accrued and unpaid interest thereon, shall be due and payable in full on December 9, 2025 ("Maturity Date").
3. **DEFAULT RATE.** In addition to all other rights contained in this Note, if a Default occurs and as long as a Default continues, all outstanding Obligations (as defined herein) shall bear interest at a fixed rate equal to the lesser of (a) the maximum rate then permitted under applicable law, or (b) eighteen percent (18%) per annum (the "Default Rate").
4. **PREPAYMENT OPTION.** The Loan may be prepaid in whole or in part, without penalty.
5. **APPLICATION OF PAYMENTS.** All payments received by Lender under the Note shall be applied: first, to amounts payable for taxes, insurance, or other advances made by Lender on Borrower's behalf, if any; second, to interest due; and third, to principal.
6. If a Default occurs, monies may be applied to the Obligations in any manner or order deemed appropriate by Lender.
7. **DEFINITIONS.**
  - a. **Loan Documents.** The term "Loan Documents," as used in this Note refers to this Note, the Mortgage between Borrower and Lender of even date herewith, and all other documents executed in connection with or related to the Loan.
  - b. **Obligations.** The term "Obligations," as used in this Note and the other Loan Documents, refers to any and all indebtedness and other obligations under this Note, all other obligations under any other Loan Document(s) between Borrower and Lender whenever executed.

c. **Certain Other Terms.** All terms that are used but not otherwise defined in any of the Loan Documents shall have the definitions provided in the Uniform Commercial Code.

**8. ATTORNEYS' FEES AND OTHER COLLECTION COSTS.** Borrower shall pay all of Lender's reasonable expenses incurred to enforce or collect any of the Obligations including, without limitation, reasonable arbitration, paralegal's, attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

**9. USURY.** The parties agree and intend to comply with the applicable usury law, and notwithstanding anything contained herein or in any other document related to the loan evidenced by this Note, the effective rate of interest to be paid on this Note (including all costs, charges and fees which are characterized as interest under applicable law) shall not exceed the maximum contract rate of interest permitted under applicable law, as it exists from time to time. Lender agrees not to knowingly collect or charge interest (whether denominated as fees, interest or other charges) which will render the interest rate hereunder usurious, and if any payment of interest or fees by Borrower to Lender would render this Note usurious, Borrower agrees to give Lender written notice of such fact with or in advance of such payment. If Lender should receive any payment which constitutes interest under applicable law in excess of the maximum lawful contract rate permitted under applicable law (whether denominated as interest, fees or other charges), the amount of interest received in excess of the maximum lawful rate shall automatically be applied to reduce the principal balance, regardless of how such sum is characterized or recorded by the parties.

**10. DEFAULT.** If any of the following occurs, a default ("Default") under this Note shall exist:

a. **Nonpayment.** The failure of payment of the Obligations under this Note or any other Loan Documents within fifteen (15) days of when due.

b. **Nonperformance.** The failure of performance, after Lender provides 30-day written notice to cure, of any non-monetary Default under this Note or any other Loan Documents.

c. **False Warranty.** A warranty or representation made or deemed made in the Loan Documents or furnished Lender in connection with the Loan proves materially false, or if of a continuing nature, becomes materially false.

d. **Cessation.** The dissolution of or termination of existence of the Borrower.

e. **Bankruptcy.** The appointment of a receiver for, assignment for the benefit of creditors of, or commencement of any bankruptcy or insolvency proceeding by or against Borrower if not dismissed within sixty (60) days.

**11. REMEDIES UPON DEFAULT.** If a Default occurs under this Note or any Loan Documents, Lender may at any time thereafter, take the following actions:

- a. **Acceleration Upon Default.** Accelerate the maturity of this Note and, at Lender's option, any or all other Obligations, whereupon this Note and the accelerated Obligations shall be Immediately due and payable; provided, however, if the Default is based upon a bankruptcy or insolvency proceeding commenced by or against Borrower or any guarantor or endorser of this Note, all Obligations shall automatically and immediately be due and payable.
- b. **Cumulative.** Exercise any rights and remedies as provided under the Note and other Loan Documents, or as provided by law or equity.

**12. WAIVERS AND AMENDMENTS AND PRESENTMENT.** No waivers, amendments or modifications of this Note or any other Loan Document shall be valid unless in writing and signed by Lender. No waiver by Lender of any Default shall operate as a waiver of any other Default or the same Default on a future occasion. Neither the failure nor any delay on the part of Lender in exercising any right, power, or remedy under this Note and other Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Borrower waives presentment, protest, notice of dishonor, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale and all other notices of any kind. All parties to this Note, whether maker, principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor, and expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the obligation to pay provided for in this Note, or any change or changes by way of release or surrender or substitution of any real property and collateral, or either, held as security for this Note, and waive all and every kind of notice of such extension or extensions, change or changes, and agree that the same may be made without the joinder of the Maker.

**13. MISCELLANEOUS PROVISIONS.**

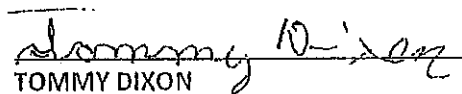
- a. **Applicable Law; Conflict Between Documents.** This Note and, unless otherwise provided in any other Loan Document, the other Loan Documents shall be governed by and construed under the laws of the State of Florida without regard to that state's conflict of laws principles. If the terms of this Note should conflict with the terms of any other Loan Document, the terms of this Note shall control.
- b. **Jurisdiction.** Borrower irrevocably agrees to non-exclusive personal jurisdiction in the state named in Lender's address shown above.
- c. **Severability.** If any provision of this Note or of the other Loan Documents shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or other such document.
- d. **Notices.** Any notices to Borrower shall be sufficiently given, if in writing and mailed or delivered to the Borrower's address shown above or such other address as provided hereunder, and to Lender, if in

writing and mailed or delivered to Lender's address shown above or such other address as Lender may specify in writing from time to time. In the event that Borrower changes Borrower's address at any time prior to the date the Obligations are paid in full, Borrower agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid.

e. Plural; Captions. All references in the Loan Documents to Borrower, guarantor, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual, person or entity. The captions contained in the Loan Documents are inserted for convenience only and shall not affect the meaning or interpretation of the Loan Documents.

f. Fees and Taxes. Borrower shall promptly pay all documentary, intangible recordation and/or similar taxes on this transaction whether assessed at closing or arising from time to time.

14. JURY WAIVER. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO EXTEND CREDIT TO OR OTHERWISE BECOME OR REMAIN A CREDITOR OF BORROWER AND BORROWER SHALL NOT SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL HAS THE AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.

  
TOMMY DIXON

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Jaimon H. Perry, Esq.  
The Perry Law Group LLC  
37 North Orange Avenue  
Suite 500  
Orlando, FL 32801

Property Appraisers Parcel Identification (Folio) Numbers:  
35-21-29-4572-70-730

Space Above This Line For Recording Data

### **QUITCLAIM DEED**

***This Quitclaim Deed***, made this 9th day of December, 2020, between TOMMY DIXON, a single man, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810, Grantor, to TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, whose address is 370 E. Kennedy Blvd., Eatonville, Florida 32751, Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of -----TEN & NO/100 (\$10.00)---  
-----DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of ORANGE, State of Florida, to-wit:

**Lots 73, 74, 76 & 77 (less S. 10 ft. of Lots 76 & 77), BLOCK G, LAKE LOVELY ESTATES SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book R, Page(s) 121, of the Public Records of Orange County, Florida.**

**Property address: 225 W. Kennedy Blvd., Orlando, Florida 32810**

**GRANTOR RESERVES UNTO HIMSELF A LIFE ESTATE ON ONLY LOTS 73 AND 74 ABOVE DESCRIBED REAL PROPERTY TOGETHER WITH THE RIGHT TO OCCUPY THE SAME UNTIL HIS DEATH.**

**LOTS 76 AND 77 ARE NOT RESTRICTED WITH A LIFE ESTATE INTEREST AND SHALL REMAIN UNENCUMBERED TO THE GRANTEE.**

**No assurance of title was requested or rendered in connection with this transaction. This instrument was prepared from unverified information supplied by the parties.**

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor,

either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Michael A. Johnson  
Witness #1 Signature

Witness #1 Printed Name

Vernette Darby  
Witness #2 Signature

VERNETTE DARBY  
Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF ORANGE

Tommy Dixon  
Tommy Dixon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15<sup>th</sup> day of December, 2020 by Tommy Dixon, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL



Karin A. Dunn  
Notary Signature

Karin A. Dunn  
Printed Notary Signature

My Commission Expires:

## WIRE INSTRUCTIONS

**\*\*PLEASE SEND EMAIL TO [NLOPER@OCTAXCOL.COM](mailto:NLOPER@OCTAXCOL.COM) INFORMING US THAT YOU SENT A WIRE AND INCLUDE YOUR CONTACT & PAYMENT INFORMATION\*\*\***

**WIRE TO:** SUNTRUST BANK CENTRAL FLORIDA, N.A.  
333 S. GARLAND AVE  
ORLANDO FLORIDA 32801

ABA# 061000104

**SPECIAL INSTRUCTIONS:** CREDIT ORANGE COUNTY TAX COLLECTOR  
200 SOUTH ORANGE AVE., SUITE 1600  
ORLANDO, FL 32801

ACCOUNT# 0215100132969

Wiring overseas requires additional \$25.00 fee for each bank involved  
If needed: Our Bank SWIFT code is SNTRUS3A

## IMPORTANT

BE SURE TO HAVE YOUR BANK INCLUDE THE FOLLOWING INFORMATION IN THE WIRE TO US:

\*IN ORIGINATOR TO BENEFICIARY AREA: PARCEL I. D. # OR (TAX DEED#) 2018 -7269

\*IN ORIGINATING PARTY: PAYOR NAME & MAILING ADDRESS Town of Eatonville  
CRA 370 E KENNEDY  
EATONVILLE, FL 32751

NOTE: IF WE DO NOT RECEIVE THE ABOVE INFORMATION, WE WILL NOT KNOW WHAT TO PAY OR

WHO IS PAYING IT!!! WE WILL RETURN THIS WIRE

\$ 7536.35

Delinquent Tax Department Tel# 407-836-2702

Customer Service Tel# 407-845-6200 option 2



11/5/2020

EATONVILLE COMMUNITY REDEVELOPMENT AGENCY Mail - TAX DEED 18-7269



Paula Bradshaw <pbradshaw@eatonvillecra.org>

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## TAX DEED 18-7269

1 message

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Aracelis Morales <amorales@octaxcol.com>

Thu, Nov 5, 2020 at 4:25 PM

To: "pbradshaw@eatonvillecra.org" <pbradshaw@eatonvillecra.org>

Good afternoon

Wire received. As soon as paid I will send you the receipt.

Thank you

Aracelis Morales, CFCA

For the Office of Scott Randolph

Delinquent Tax Department

200 S. Orange Ave., Suite 1600

Orlando, FL 32801

407-836-2702

amorales@octaxcol.com