

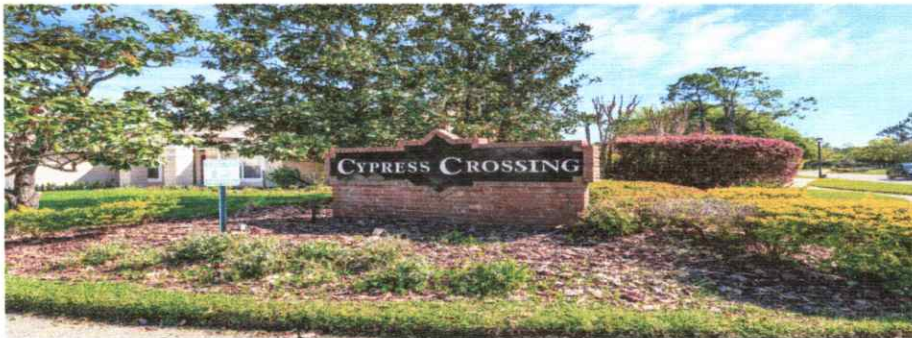


**ALAN FRENKEL**  
AUCTION & REALTY<sup>LLC</sup>

## ***BIDDER'S INFORMATION PACKAGE***

**3 BEDROOM /2 BATH  
EAST ORLANDO HOME**

*in*



**THURSDAY·APRIL 11th·6:00 PM**



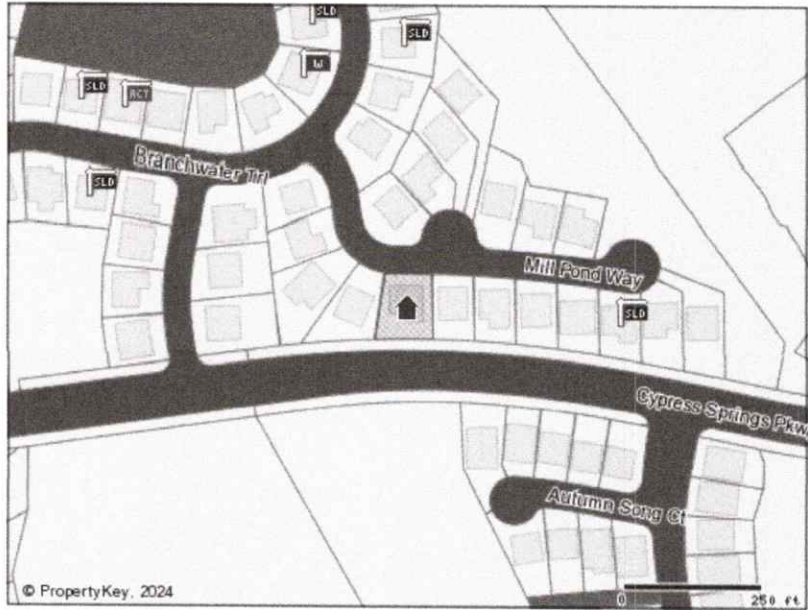
***LOCATION: 10924 Mill Pond Way, Orlando, FL 32825***

412 Raehn Street • Orlando, Florida 32806 • Tel: 321.710.3494 • Toll Free: 888.416.5607  
[www.AlanFrenkel.com](http://www.AlanFrenkel.com) • FL # AB3436AU1522 • [Alan@AlanFrenkel.com](mailto:Alan@AlanFrenkel.com)

LICENSED REAL ESTATE BROKERS • AUCTIONEERS • APPRAISERS



**Property Information**  
**PID #** 04 23 31 1879 01 670  
**Property Type:** Residential  
**Property Address:**  
 10924 MILL POND WAY  
 ORLANDO, FL 32825-7401  
**Current Owner:**  
 TERRELL TRUST  
**Tax Mailing Address:**  
 10924 MILL POND WAY  
 ORLANDO, FL 32825-7401  
**Phone Number:**  
 (407) 382-9238  
 (Peggy H Terrell )  
**Property Use:**  
 0103 / SINGLE FAMILY CLASS III  
 (county)  
 01 / SINGLE FAMILY HOME (state)  
**Land Use:**  
 SINGLE FAMILY CLASS III (0103)  
**Zoning:** P-D/PLANNED DEVELOPMENT  
**Lot Size:** 0.2584 acres / 11,254 sf  
**Waterfront:** No  
**Subdivision:**  
 CYPRESS SPRINGS TR 215 PH 3  
**Subdivision #:**1879  
**Census Tract/Block:** 016732 / 1052  
**Twn:** 23 / **Rng:** 31 / **Sec:** 04  
**Block:** 01 / **Lot:** 670  
**Neighborhood:** CYPRESS RESERVE  
 (101513131)  
**Latitude:** 28.51538  
**Longitude:** -81.223528  
**Legal Description:**  
 CYPRESS SPRINGS TR 215 PHASE 3 25/60 LOT  
 167



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Residential	Agricultural	Government	Water
Commercial	Industrial	Other	Condo

Active   
 Sold   
 Pending   
 Withdrawn   
 Expired

Foreclosures

Value Information			
<b>Building Value:</b>	\$49,416	<b>Just Market Value:</b>	\$330,479
<b>Extra Features:</b>	\$0	<b>Assessed Value:</b>	\$129,416
<b>Ag Value:</b>	\$0	<b>Homestead:</b>	Yes
<b>Land Value:</b>	\$80,000	<b>Total Exemptions:</b>	\$100,000
<b>Assessment Year:</b>		2023	
<b>Taxable Value:</b>		\$29,416	
<b>Total Tax Amount:</b>		\$1,639.20	
<b>Taxing District(s):</b> 11 - U			
<b>*Non-Ad Valorem Levies:</b> STORMWATER MGMT (\$78.00) STREET LIGHTS (\$104.81) FCC (\$290.00)			

Sales Information			
<b>Deed Type:</b>	INTRAFAMILY TRANSFER & DISSOLUTION	<b>Price:</b>	\$100
<b>Sale Date:</b>	03/12/2008	<b>Recorded Date:</b>	03/26/2008
<b>Grantor:</b>	TERRELL PEGGY HINKLE	<b>Document #</b>	20080178448
<b>Deed Type:</b>	WARRANTY DEED	<b>Price:</b>	\$120,300
<b>Sale Date:</b>	04/30/1991	<b>Recorded Date:</b>	Not Available
<b>Grantor:</b>	Not Available	<b>Document #</b>	Bk 4286/Pg 1519
<b>Deed Type:</b>	SPECIAL WARRANTY MULTIPLE	<b>Price:</b>	\$49,800
<b>Sale Date:</b>	10/31/1990	<b>Recorded Date:</b>	Not Available
<b>Grantor:</b>	Not Available	<b>Document #</b>	Bk 4234/Pg 1385
<b>Grantor:</b>	Not Available	<b>Price:</b>	\$100
<b>Qualifiers:</b>	U <sup>1</sup> , I	<b>Document #</b>	20080178448
<b>Qualifiers:</b>	Q, I	<b>Grantor:</b>	TERRELL PEGGY HINKLE
<b>Qualifiers:</b>	Q, M, V	<b>Price:</b>	\$120,300
<b>Qualifiers:</b>	Q, M, V	<b>Document #</b>	Bk 4286/Pg 1519
<b>Qualifiers:</b>	Q, M, V	<b>Grantor:</b>	Not Available
<b>Qualifiers:</b>	Q, M, V	<b>Document #</b>	Bk 4234/Pg 1385
<b>Qualifiers:</b>	Q, M, V	<b>Grantor:</b>	Not Available

**Qualifier Flags:** Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved

<sup>1</sup> UNQUALIFIED - NOT ARMS LENGTH TRANSACTION

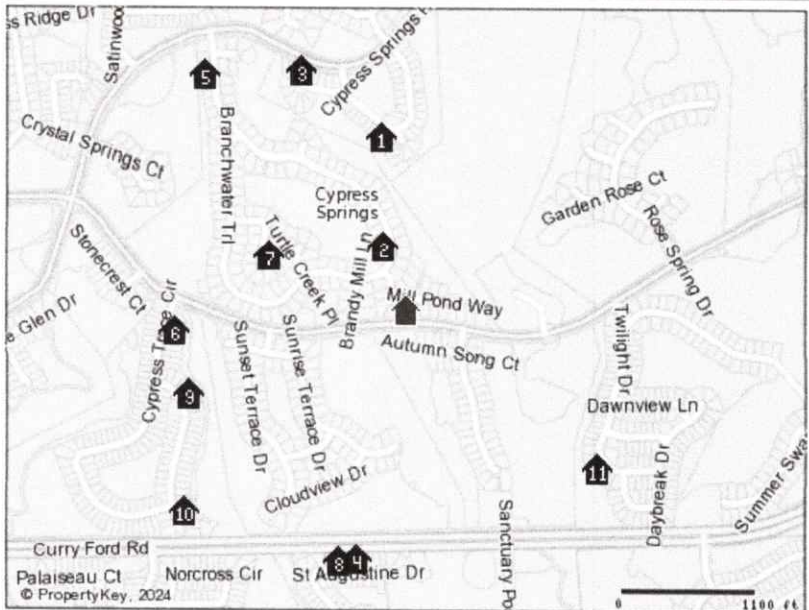
Building Information					
1. SINGLE FAMILY HOME	<b>Heated Area:</b> 1,791 sf	<b>Built:</b> 1991 act / 1991 eff	<b>A/C Type:</b> CENTRAL		
<b>Beds:</b> 3	<b>Baths:</b> 2.0	<b>Total Area:</b> 2,840 sf	<b>Stories:</b> 1.0	<b>Heat Type:</b> FORCED AIR - DT	
<b>Roof Type:</b> GABLE/HIP	<b>Roof Cover:</b> COMP. FIBER SHEET	<b>Heat Fuel:</b> ELECTRIC			
<b>Int Wall:</b> DRYWALL	<b>Ext Wall:</b> STUCCO/CINDER BLOCK				
<b>Flooring:</b> CARPET	<b>Structural:</b> N/A				
<b>Building Subareas:</b>		BAS - BASE (1,791 sf)			
FGR - GARAGE, FINISHED (504 sf)		FOP - PORCH, OPEN, FIN (63 sf)			
FSP - PORCH, SCREEN, FIN. (482 sf)					
OTHER IMPROVEMENT INFORMATION					
<b>Covered Parking:</b> Yes			<b>Details:</b> GARAGE, FINISHED - 504 sf		<b>Pool:</b> No
Assigned Schools					
School Name	Grades	Enrollment	School Rating	Distance	
<b>Cypress Springs Elementary School</b>	PK-05	697	A (2022/2023)	0.7 mile	
☑ High Standardized Testing Scores					
<b>Legacy Middle School</b>	06-08	723	C (2022/2023)	2.1 miles	
☑ Above Average Standardized Testing Scores					
<b>University High School</b>	09-12	2,575	B (2022/2023)	4.3 miles	
☑ Above Average Teachers	⊖ Larger Class Sizes	☑ Above Average Standardized Testing Scores	Ⓜ Magnet School		
<b>Source:</b> National Center for Education Statistics, 2021-2022 ; Florida Dept of Education, 2022-2023					
Flood Zone Details					
Zone	Description	CID	Panel #	Published	
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120179	12095C0290F	09/25/2009	

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### Subject Property ?

**PID #** 04 23 31 1879 01 670  
**Address:**  
 10924 MILL POND WAY  
 ORLANDO, FL 32825-7401  
**Last Sale Price:** \$100  
**Last Sale Date:** 03/12/2008  
**Market Value:** \$330,479  
**Assessed Value:** \$129,416  
**Total Land Area:** 11,254 sf  
**Waterfront:** No  
**Total Area:** 2,840 sf  
**Living Area:** 1,791 sf  
**Bedrooms:** 3    **Bathrooms:** 2  
**Year Built:** 1991    **Stories:** 1  
**Pool:** No    **Garage:** Yes



### Projected Sale Price ? X

Estimated Range Based On Value Ratio  
 \$302,000 — **\$430,100** — \$493,800  
 Estimated Range Based On Price per SF  
 \$288,000 — **\$421,300** — \$480,600

### Statistics About Comparable Properties ? X

	<u>Sale Price</u>	<u>Living Area</u>	<u>Market Value</u>	<u>\$/SF</u>	<u>MV Ratio</u>
<b>High:</b>	\$475,000	2,082 sf	\$390,424	\$268.32	1.494
<b>Low:</b>	\$312,000	1,479 sf	\$281,449	\$160.82	0.914
<b>Median:</b>	\$450,000	1,804 sf	\$335,834	\$240.99	1.318
<b>Average:</b>	\$428,454	1,835 sf	\$331,340	\$235.24	1.301

### Explanation of Calculations ? X

The Projected Sales Price section applies these statistics to determine the most likely sales price based on existing market conditions. Calculations are done using two methods, Value Ratio and Price Per Square Foot. The Price Per Square Foot is the last sale price divided by total building living area. The Value Ratio is the last sales price divided by the market value. A Value Ratio below 0.950 signifies that the property sold for less than the Market Value. It might be a quit claim that does not reflect the true property value. A very high Value Ratio may indicate a property that has been split, or improved since the County Assessor's office assigned the market value.

### Comparison Criteria ? X

- Lot Size +/- 50%
- Living Area +/- 20%
- Located within 1/2 mile
- Sold in Last Year
- Ignore Year Built
- Ignore Bathrooms
- Ignore Bedrooms
- Ignore Waterfront
- Ignore Stories
- Ignore Garage
- Ignore Pool
- Using Best Available Sales

Note: only properties with similar property use classifications will be considered as potential matches. | [Click here for a less strict search.](#)

Comparable Properties						
<b>1.</b>	10736 SPRING BROOK LN <b>13</b> ORLANDO, FL 32825-8527 <b>Last Sale:</b> \$415,000 on 07/28/2023 (\$260.84/SF) <b>MVR:</b> 1.475 <b>Market Value:</b> \$281,449	<b>Parcel ID #</b> 04 23 31 1881 00 210 <b>Bedrooms:</b> 3 <b>Baths:</b> 2 <b>Distance:</b> 0.26 miles	<b>Lot Size:</b> 7,536 sf <b>Total Area:</b> 2,039 sf <b>Living Area:</b> 1,591 sf <b>Year Built:</b> 1991	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> No <b>Stories:</b> 1		
<b>2.</b>	1854 BRANCHWATER TRL <b>13</b> ORLANDO, FL 32825-8510 <b>Last Sale:</b> \$459,900 on 06/13/2023 (\$268.32/SF) <b>MVR:</b> 1.494 <b>Market Value:</b> \$307,780	<b>Parcel ID #</b> 04 23 31 1879 01 100 <b>Bedrooms:</b> 3 <b>Baths:</b> 2 <b>Distance:</b> 0.1 miles	<b>Lot Size:</b> 10,305 sf <b>Total Area:</b> 2,516 sf <b>Living Area:</b> 1,714 sf <b>Year Built:</b> 1990	<b>Waterfront:</b> Yes <b>Garage:</b> Yes <b>Pool:</b> No <b>Stories:</b> 1		
<b>3.</b>	10619 MOSSY CREEK CT <b>13</b> ORLANDO, FL 32825-8531 <b>Last Sale:</b> \$401,000 on 05/18/2023 (\$225.28/SF) <b>MVR:</b> 1.278 <b>Market Value:</b> \$313,660	<b>Parcel ID #</b> 04 23 31 1881 00 390 <b>Bedrooms:</b> 3 <b>Baths:</b> 2.5 <b>Distance:</b> 0.4 miles	<b>Lot Size:</b> 7,724 sf <b>Total Area:</b> 2,347 sf <b>Living Area:</b> 1,780 sf <b>Year Built:</b> 1991	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> No <b>Stories:</b> 2		
<b>4.</b>	2842 SAINT AUGUSTINE DR <b>13</b> ORLANDO, FL 32825-7138 <b>Last Sale:</b> \$390,000 on 06/08/2023 (\$263.69/SF) <b>MVR:</b> 1.375 <b>Market Value:</b> \$283,543	<b>Parcel ID #</b> 09 23 31 0167 00 480 <b>Bedrooms:</b> 3 <b>Baths:</b> 2 <b>Distance:</b> 0.39 miles	<b>Lot Size:</b> 6,768 sf <b>Total Area:</b> 1,945 sf <b>Living Area:</b> 1,479 sf <b>Year Built:</b> 1994	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> No <b>Stories:</b> 1		
<b>5.</b>	1712 BRANCHWATER TRL ORLANDO, FL 32825-8506 <b>Last Sale:</b> \$466,100 on 06/22/2023 (\$259.23/SF) <b>MVR:</b> 1.420 <b>Market Value:</b> \$328,173	<b>Parcel ID #</b> 04 23 31 1877 00 040 <b>Bedrooms:</b> 4 <b>Baths:</b> 2 <b>Distance:</b> 0.47 miles	<b>Lot Size:</b> 8,805 sf <b>Total Area:</b> 2,234 sf <b>Living Area:</b> 1,798 sf <b>Year Built:</b> 1990	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> Yes <b>Stories:</b> 1		
<b>6.</b>	2209 CYPRESS TRACE CIR ORLANDO, FL 32825-8554 <b>Last Sale:</b> \$450,000 on 06/23/2023 (\$249.45/SF) <b>MVR:</b> 1.293 <b>Market Value:</b> \$348,124	<b>Parcel ID #</b> 05 23 31 1866 00 860 <b>Bedrooms:</b> 3 <b>Baths:</b> 2 <b>Distance:</b> 0.36 miles	<b>Lot Size:</b> 7,833 sf <b>Total Area:</b> 2,509 sf <b>Living Area:</b> 1,804 sf <b>Year Built:</b> 2000	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> No <b>Stories:</b> 1		
<b>7.</b>	10545 SAILAWAY LN <b>13</b> ORLANDO, FL 32825-8505 <b>Last Sale:</b> \$475,000 on 06/12/2023 (\$230.69/SF) <b>MVR:</b> 1.414 <b>Market Value:</b> \$335,834	<b>Parcel ID #</b> 04 23 31 1878 00 940 <b>Bedrooms:</b> 4 <b>Baths:</b> 2.5 <b>Distance:</b> 0.22 miles	<b>Lot Size:</b> 9,782 sf <b>Total Area:</b> 2,559 sf <b>Living Area:</b> 2,059 sf <b>Year Built:</b> 1990	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> No <b>Stories:</b> 2		
<b>8.</b>	2860 SAINT AUGUSTINE DR <b>13</b> ORLANDO, FL 32825-7140 <b>Last Sale:</b> \$312,000 on 10/27/2023 (\$160.82/SF) <b>MVR:</b> 0.914 <b>Market Value:</b> \$341,402	<b>Parcel ID #</b> 09 23 31 0167 00 450 <b>Bedrooms:</b> 3 <b>Baths:</b> 2 <b>Distance:</b> 0.4 miles	<b>Lot Size:</b> 6,767 sf <b>Total Area:</b> 2,356 sf <b>Living Area:</b> 1,940 sf <b>Year Built:</b> 1994	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> Yes <b>Stories:</b> 1		
<b>9.</b>	2546 CYPRESS TRACE CIR <b>13</b> ORLANDO, FL 32825-8561 <b>Last Sale:</b> \$405,000 on 06/09/2023 (\$205.48/SF) <b>MVR:</b> 1.145 <b>Market Value:</b> \$353,851	<b>Parcel ID #</b> 05 23 31 1866 00 740 <b>Bedrooms:</b> 3 <b>Baths:</b> 2 <b>Distance:</b> 0.36 miles	<b>Lot Size:</b> 6,678 sf <b>Total Area:</b> 2,568 sf <b>Living Area:</b> 1,971 sf <b>Year Built:</b> 2001	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> No <b>Stories:</b> 1		
<b>10.</b>	2701 CYPRESSWAY CT <b>13</b> ORLANDO, FL 32825-8563 <b>Last Sale:</b> \$464,000 on 10/31/2023 (\$222.86/SF) <b>MVR:</b> 1.188 <b>Market Value:</b> \$390,424	<b>Parcel ID #</b> 05 23 31 1866 00 560 <b>Bedrooms:</b> 3 <b>Baths:</b> 2 <b>Distance:</b> 0.46 miles	<b>Lot Size:</b> 6,629 sf <b>Total Area:</b> 2,727 sf <b>Living Area:</b> 2,082 sf <b>Year Built:</b> 2002	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> No <b>Stories:</b> 1		
<b>11.</b>	2520 TWILIGHT DR <b>13</b> ORLANDO, FL 32825-7414 <b>Last Sale:</b> \$475,000 on 12/08/2023 (\$240.99/SF) <b>MVR:</b> 1.318 <b>Market Value:</b> \$360,510	<b>Parcel ID #</b> 04 23 31 2110 00 240 <b>Bedrooms:</b> 4 <b>Baths:</b> 2.5 <b>Distance:</b> 0.39 miles	<b>Lot Size:</b> 6,188 sf <b>Total Area:</b> 2,388 sf <b>Living Area:</b> 1,971 sf <b>Year Built:</b> 2001	<b>Waterfront:</b> No <b>Garage:</b> Yes <b>Pool:</b> Yes <b>Stories:</b> 1		

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# Property Record - 04-23-31-1879-01-670

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

## Property Summary as of 03/11/2024

### Property Name

10924 Mill Pond Way

### Names

Terrell Trust

### Municipality

ORG - Un-Incorporated

### Property Use

0103 - Single Fam Class III

### Mailing Address

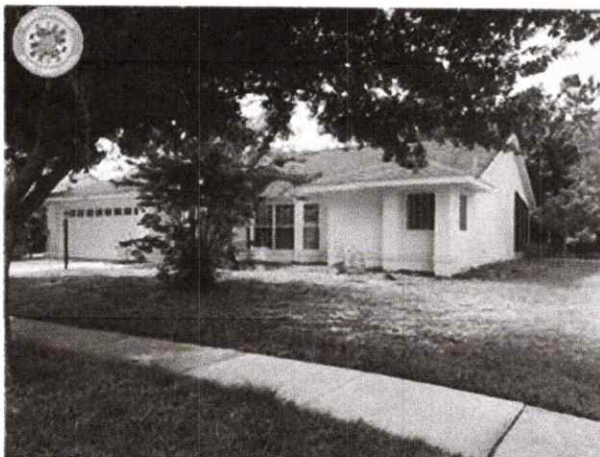
10924 Mill Pond Way  
Orlando, FL 32825-7401

### Physical Address

10924 Mill Pond Way  
Orlando, FL 32825



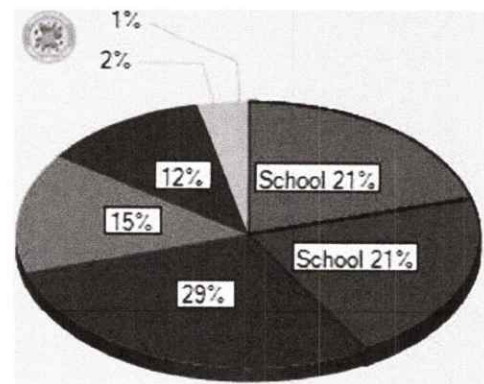
QR Code For Mobile Phone



10924 MILL POND WAY, UN-INCORPORATED, FL 32825 5/2/2022 10 28 AM



312304187901670 10/16/2006



## Value and Taxes

### Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2023 <input checked="" type="checkbox"/> MKT	\$80,000	+ \$250,479	+ \$0 = \$330,479 (18%)	\$129,416 (3.0%)	
2022 <input checked="" type="checkbox"/> MKT	\$70,000	+ \$210,598	+ \$0 = \$280,598 (10%)	\$125,647 (3.0%)	
2021 <input checked="" type="checkbox"/> MKT	\$70,000	+ \$184,764	+ \$0 = \$254,764 (8.5%)	\$121,987 (1.4%)	
2020 <input checked="" type="checkbox"/> MKT	\$65,000	+ \$169,745	+ \$0 = \$234,745	\$120,303	

Tax Year Benefits	Original Homestead	Additional Hx	Other Exemptions	SOH Cap	Tax Savings
2023 <input checked="" type="checkbox"/> \$ HX CAP LIS	\$25,000	\$25,000	\$0	\$201,063	\$3,942
2022 <input checked="" type="checkbox"/> \$ HX CAP LIS	\$25,000	\$25,000	\$0	\$154,951	\$3,240
2021 <input checked="" type="checkbox"/> \$ HX CAP LIS	\$25,000	\$25,000	\$0	\$132,777	\$2,944
2020 <input checked="" type="checkbox"/> \$ HX CAP LIS	\$25,000	\$25,000	\$0	\$114,442	\$2,672

### 2023 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$129,416	\$25,000	\$104,416	3.1730 (-1.28%)	\$331.31	28%
Public Schools: By Local Board	\$129,416	\$25,000	\$104,416	3.2480 (0.00%)	\$339.14	29%
Orange County (General)	\$129,416	\$100,000	\$29,416	4.4347 (0.00%)	\$130.45	11%
Unincorporated County Fire	\$129,416	\$50,000	\$79,416	2.2437 (0.00%)	\$178.19	15%
Unincorporated Taxing District	\$129,416	\$50,000	\$79,416	1.8043 (0.00%)	\$143.29	12%
Library - Operating Budget	\$129,416	\$50,000	\$79,416	0.3748 (0.00%)	\$29.77	3%
St Johns Water Management District	\$129,416	\$50,000	\$79,416	0.1793 (-9.17%)	\$14.24	1%
				<b>15.4578</b>	<b>\$1,166.39</b>	

### 2023 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
COUNTY SPECIAL ASSESSMENT	STORMWATER MGMT - RETENTION PONDS - (407)836-7990	1.00	\$78.00	\$78.00
COUNTY SPECIAL ASSESSMENT	STREET LIGHTS - STREET LIGHTS - (407)836-5770	1.00	\$104.81	\$104.81
COUNTY SPECIAL ASSESSMENT	FCC - GARBAGE - (407)836-6601	1.00	\$290.00	\$290.00
				<b>\$472.81</b>

### Tax Savings

2024 Estimated Gross Tax Total:	\$5,546.65
Your property taxes without exemptions would be	\$5,073.84
Your ad-valorem property tax with exemptions is	– \$5,073.84
Providing You A Savings Of	= \$0.00

## Property Features

### Property Description

CYPRESS SPRINGS TR 215 PHASE 3 25/60 LOT 167

## Total Land Area

11,254 sqft (+/-)

0.26 acres (+/-)

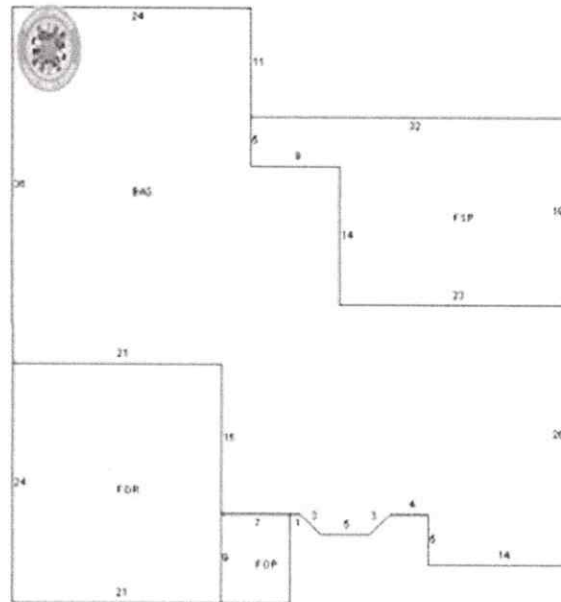
GIS Calculated

## Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0100 - Single Family	P-D	1 LOT(S)	working...	working...	working...	working...

## Buildings

Model Code	Type Code	Building Value	Estimated New Cost	Actual Year Built	Beds	Baths	Floors	Gross Area	Living Area	Exterior Wall	Interior Wall	Subarea Description	Sqft	Value
01 - Single Fam Residence	0103 - Single Fam Class III	working...	working...	1991	3	2.0	1	2840 sqft	1791 sqft	Cb.Stucco	Drywall	BAS - Base Area	1791	working...
												FGR - Fin Garage	504	working...
												FOP - F/Opn Prch	63	working...
												FSP - F/Scr Prch	482	working...



## Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
There are no extra features associated with this parcel				

## Sales

### Sales History



Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
03/12/2008	\$100	20080178448	09639 / 3655	Warranty Deed	Terrell Peggy Hinkle	Terrell Peggy Hinkle Life Estate Rem: Terrell Trust	Improved
04/30/1991	\$120,300	19913779570	04286 / 1519	Warranty Deed			Improved
10/31/1990	\$24,900	19903642292	04234 / 1385	Special Warranty Multiple			Vacant

### Similar Sales

Address	Sale Date	Sale Amount	\$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
1854 Branchwater Trl	06/13/2023	\$459,900	\$268	Warranty Deed	3/2	20230342487	/

### Services for Location

#### TPP Accounts At Location

Account	Market Value	Taxable Value
There are no TPP Accounts associated with this parcel.		

#### Schools

University (High School)	
Principal	Thomas Ott, Jr.
Office Phone	407.482.8700
Grades	2023:   2022: B   2019: A
Cypress Springs (Elementary)	
Principal	Ella Patriarch
Office Phone	407.249.6950
Grades	2023:   2022: A   2019: A
Legacy (Middle School)	
Principal	Jason Jimenez
Office Phone	407.658.5330
Grades	2023:   2022: C   2019: C

#### Community/Neighborhood Association

Name	Cypress Springs Owners Association, Inc.
Gated?	No
Number Of Households	749

#### Utilities/Services

Electric	Duke Energy
Water	Orange County



**REAL ESTATE PURCHASE  
AND SALE CONTRACT**

**Alan Frenkel**  
**Auction & Realty, LLC.**

Licensed Real Estate Broker  
412 Raehn St., Orlando, FL 32806  
888.416.5607 FL#AB3436-AU1522

**THIS PURCHASE AND SALE CONTRACT**, made and entered into this 11th day of April, 2024,  
by and between

The Terrell Trust  
NAME(S) ADDRESS PHONE  
hereinafter referred to as "Seller" and

NAME ADDRESS PHONE

or their assigns, however no party shall be released from liability under this contract hereinafter referred to as "Buyer". (Any assignments may result in additional costs.)

WITNESSETH:  
That Seller agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in Orange County, State of Florida together with all improvements thereon, more particularly described as follows:  
a 3 bedroom / 2 bath house located at 10924 Mill Pond Way, Orlando, FL and further identified by PID# 04-23-31-1879-01-670 in the Orange County Property Appraiser's office and being the same property recorded in Deed Book No. 9639 Page No. 3655-6 at the County Clerk's Office in Orlando, FL

The Buyer agrees to pay therefore the sum of: \$ \_\_\_\_\_ bid price, plus the 10% Buyer's Premium of \$ \_\_\_\_\_, which together equal the full contract price of \$ \_\_\_\_\_, therefore:

\$ \_\_\_\_\_, full contract price to be paid as follows:  
\$ \_\_\_\_\_, 20% Cash, the receipt of which is hereby acknowledged, and which is deposited in Alan Frenkel Auction & Realty, LLC. Escrow Account and,  
\$ \_\_\_\_\_,  
\$ \_\_\_\_\_,  
\$ \_\_\_\_\_, Balance shall be due and payable in full on or before the announced **CLOSING DATE, which CLOSING DATE, shall be on or before May 10<sup>th</sup>, 2024**, unless extended by other provisions of this Contract. Possession of the subject real estate shall occur simultaneously with closing if all funds have cleared, and otherwise upon clearance of all funds.

All payments hereunder shall be made in cash, cashier's check, or wire transfer of funds.  
Seller agrees to pay all taxes due and payable through December 31<sup>st</sup>, 2023  
Buyer agrees to pay all taxes from January 1<sup>st</sup>, 2024 and thereafter  
The following prorations shall be made at Closing as of the Closing Date **2024 HOA fees will be paid by the Buyer(s)**

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

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

**FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer, Seller, and Alan Frenkel Auction & Realty, LLC. shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller elects to retain the deposits paid by Buyer,

Sellers initials \_\_\_\_\_ Buyers initials \_\_\_\_\_

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

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

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

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

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

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

**PROPERTY TAX DISCLOSURE SUMMARY:** Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.

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

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

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

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

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

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

_____	_____	_____	_____
(Seller)	(Date)	(Seller)	(Date)
_____	_____	_____	_____
(Buyer)	(Date)	(Buyer)	(Date)

\_\_\_\_\_  
ALAN FRENKEL AUCTION & REALTY, LLC., Escrow Agent

\_\_\_\_\_  
Witness

<b>Recycling (Tuesday)</b>	Orange County
<b>Trash (Tuesday)</b>	Orange County
<b>Yard Waste (Wednesday)</b>	Orange County

### Elected Officials

State Representative	Fred Hawkins
State Senate	Linda Stewart
School Board Representative	Maria Salamanca
US Representative	Maxwell Alejandro Frost
County Commissioner	Maribel Gomez Cordero
Orange County Property Appraiser	Amy Mercado

### Nearby Amenities (1 mile radius)

<b>ATMS</b>	2
<b>Banks &amp; Financial Institutions</b>	1
<b>Barber Shops</b>	1
<b>Beauty Salons</b>	2
<b>Gas Stations</b>	2
<b>Nail Salons</b>	1
<b>Restaurants</b>	3

### Market Stats

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#### Sales Within Last 1 Year

Cypress Springs Tr 215 Ph 3

	Sales Within Last 6 Months			Sales Between 6 Months To One Year				
	Count	Median	Average	Volume	Count	Median	Average	Volume
<b>Single Family Residential</b>	1	\$459,900	\$459,900					\$459,900
		(\$268/SqFt)	(\$268/SqFt)					

Cypress Springs (All Phases)

	Sales Within Last 6 Months				Sales Between 6 Months To One Year			
	Count	Median	Average	Volume	Count	Median	Average	Volume
<b>Single Family Residential</b>	11	\$430,000	\$394,091	\$4,335,000	22	\$427,500	\$1,370,627	\$30,153,800
		(\$223/SqFt)	(\$194/SqFt)			(\$260/SqFt)	(\$887/SqFt)	
<b>Vacant Land</b>	1	\$599,900	\$599,900	\$599,900	1	\$330,000	\$330,000	\$330,000

# Affordable homes not easy to find in east Orange County's 32825

Location is still a hot commodity, if you can afford it

LOCAL NEWS WKMG

Mike Holfeld, Investigative Reporter

Published: March 4, 2024 at 6:48 AM

Updated: March 4, 2024 at 6:35 PM

**ORANGE COUNTY, Fla.** – The average price of a home in east Orange County's 32825 ZIP code currently stands at \$349,000, according to new data from Orlando Regional Realtor Association.

That price point, while positive for current homeowners enjoying the equity boost, raises a big challenge for new homebuyers hoping to find a single-family home in east Orlando.

Rose Kemp, president of the Orlando Regional Realtor Association, or ORRA, told News 6 of the current inventory and most are listed well beyond the \$300,000 price point.

"I can tell you that it is becoming difficult to find a single-family home that's move-in ready at the \$300,000 price," Kemp said. "But I can genuinely tell you that anything under \$600,000 is pretty much considered a hot property especially if it's priced right and in the right location."

Kemp ran a check of single-family home sales for News 6 and found just one currently offered at \$300,000

"The ones (homes) that are pending are ranging between \$275,000 and \$804,000," Kemp said. "And those are about to close."

Kemp told News 6 the "middle ground" for prospective buyers looking for a single-family home in the 32825 "would have to be between the \$350,000 and \$450,000 range."

"The 32825 ZIP code may have been considered a suburb once upon a time," she said. "But at this time, that ZIP code is really in the core of Orlando, values are up."

In her view, the locations that span the Orlando International Airport, Lake Nona and UCF, are "becoming the core of the city."

Data provided by ORRA compares Januarys spanning the last five years in the right column and annual prices, inventory and interest rates in the right column.

Of note is the rise of mortgage interest rates from a low of 2.7% in 2022 to 6.8% in 2023.

This year, the current average interest rate stands at 6.5%.

Active homes available in the 32825 as of this report range from \$300,000 to \$965,000.

Kemp said there were 55 single-family homes available from a list of 70 active properties as of last week.

"People that have been on the sidelines that had to go back to renting for a couple of years are actually able to secure a home," Kemp told News 6. "I think the best thing about 2024 is we're on an upswing and we're definitely stabilizing and in a healthier market."

#### **ABOUT THE AUTHOR:**



#### **Mike Holfeld**

News 6's Emmy Award-winning Investigative Reporter Mike Holfeld has made Central Florida history with major investigations that have led to new policies, legislative proposals and even -- state and national laws. If you have an issue or story idea, call Mike's office at 407-521-1322.

## **CYPRESS SPRINGS OWNER'S ASSOCIATION**

Association fees include community pool, outdoor  
tennis courts, clubhouse & park

Home River Group – Sonia Nieves

Association phone number 407.327.5824

Cypress Springs Tr 215 Ph 03 Subdivision



# FAST TRACK ONLINE SERVICES



## Details for T22018129

### PERMIT INFORMATION:

📍 [View Google Map \(https://maps.google.com?q=10924+Mill+Pond+Way.+Orlando+FL+32825\)](https://maps.google.com?q=10924+Mill+Pond+Way.+Orlando+FL+32825)

PERMIT#	APPLY DATE	NAME	STATUS	ISSUE DATE	EXPIRE DATE
T22018129	10/19/22	10924 Mill Pond Way	Complete	10/19/22	07/10/23

TYPE	SUB TYPE	WORK TYPE
Roof Permit	Residential	Re-Roof

ADDRESS	PARCEL
10924 Mill Pond Way Orlando FL 32825	04-23-31-1879-01-670

**DESCRIPTION**  
Reroof, residential, asphalt shingle, 41 SQ, angle of the roof 5/12 pitch

### ASSOCIATED PROPERTY:

ADDRESS	PARCEL
10924 Mill Pond Way Orlando FL 32825	04-23-31-1879-01-670

### ASSOCIATED SUBDIVISION:

NAME	SUB ID
CYPRESS SPRINGS TR 215 PH 3	04-23-31-1879

### PEOPLE DETAILS:

TYPE	NAME	ADDRESS
Applicant	Citrus Contracting (Robert M Donovan)	201 W State Road 434 Florida 32807 Phone: (321) 452-9223
Contractor	Citrus Contracting (Robert M Donovan)	201 W State Road 434 Florida 32807 Phone: (321) 452-9223

### PERMIT INFORMATION:

☒ Collapse All



DESCRIPTION	INFORMATION
[-] Building Safety Info	
Owner Estimated Job Valuation	23500
Inspector	Chris Fischetti
Type of Covering	
NTRMA/FRSA System	
[-] E-Submittals	
E-Submittal?	No
Allow Uploads?	Yes
[-] Square Footage	
# Stories	1
Roof Square Footage	41

**PROCESSES AND REPORTS:**

[\[-\] Collapse All](#)

- [View Plan Review Comments \(No Deficiencies Found\)](#)
- [View Inspection Results](#)
- [View Certificate of Occupancy Holds](#)
- [View Roof Permit Form](#)

Only 20 Items Per Group Are Shown. Please, Use Above Links For Full List.

PROCESS	STATUS	SCHEDULE DT	DUE DT	REVIEW END DT
[-] <b>Issuance</b>				
Final Issuance Review	Complete			10/19/22
[-] <b>Inspection History</b>				
280 Roof Final	History			01/10/23
[-] <b>Scheduled Inspections</b>				
280 Roof Final	Passed	01/10/23	01/10/23	01/10/23
280 Roof Final	Carryover	01/09/23	01/09/23	01/09/23
281 Re-Roof/In-Progress	Passed	01/05/23	01/05/23	01/05/23
281 Re-Roof/In-Progress	Failed	01/04/23	01/04/23	01/04/23
[-] <b>Finalize Permit</b>				
Certificate of Completion	Complete			01/10/23

Search:



DATE	DESCRIPTION	DOC TYPE	FILE TYPE
1/10/2023	Copy of COC - REPORT.PDF	Correspondence	pdf

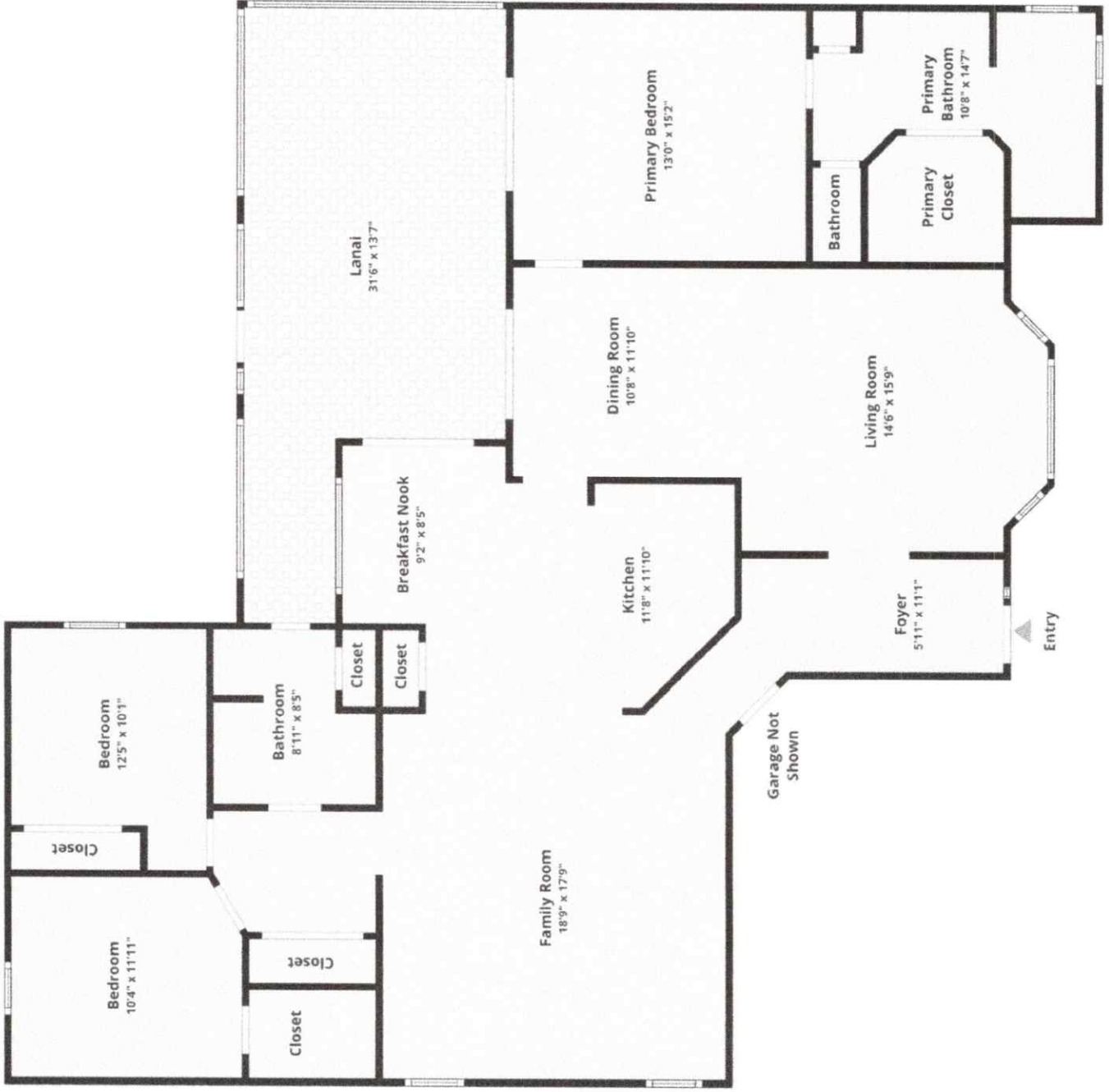
1/9/2023	Inspection Contact Information - Report.pdf	Correspondenc	pdf
1/4/2023	Failed Inspection - REPORT.PDF	Correspondenc	pdf
1/4/2023	Inspection Contact Information - REPORT.PDF	Correspondenc	pdf
10/25/2022	Notice of Commencement - CertNOC10924MillPondWay.pdf	Application	pdf
10/19/2022	Inspection Card - Report.pdf	Copy of Inspection Card	pdf
10/19/2022	Permit - Report.pdf	Copy of Permit Application	pdf
10/19/2022	Page 2 Application - Permit App 10924 Mill Pond Way.pdf	Permit Application	pdf

**FEE INFORMATION:**

FEE DESCRIPTION	FEE AMOUNT	BALANCE
Roofing Permit Fee	\$105.75	\$0.00
State Surcharge	\$4.00	\$0.00
Reinspection Fee	\$38.00	\$0.00
<b>Total:</b>	<b>\$147.75</b>	<b>\$0.00</b>

Back

Print

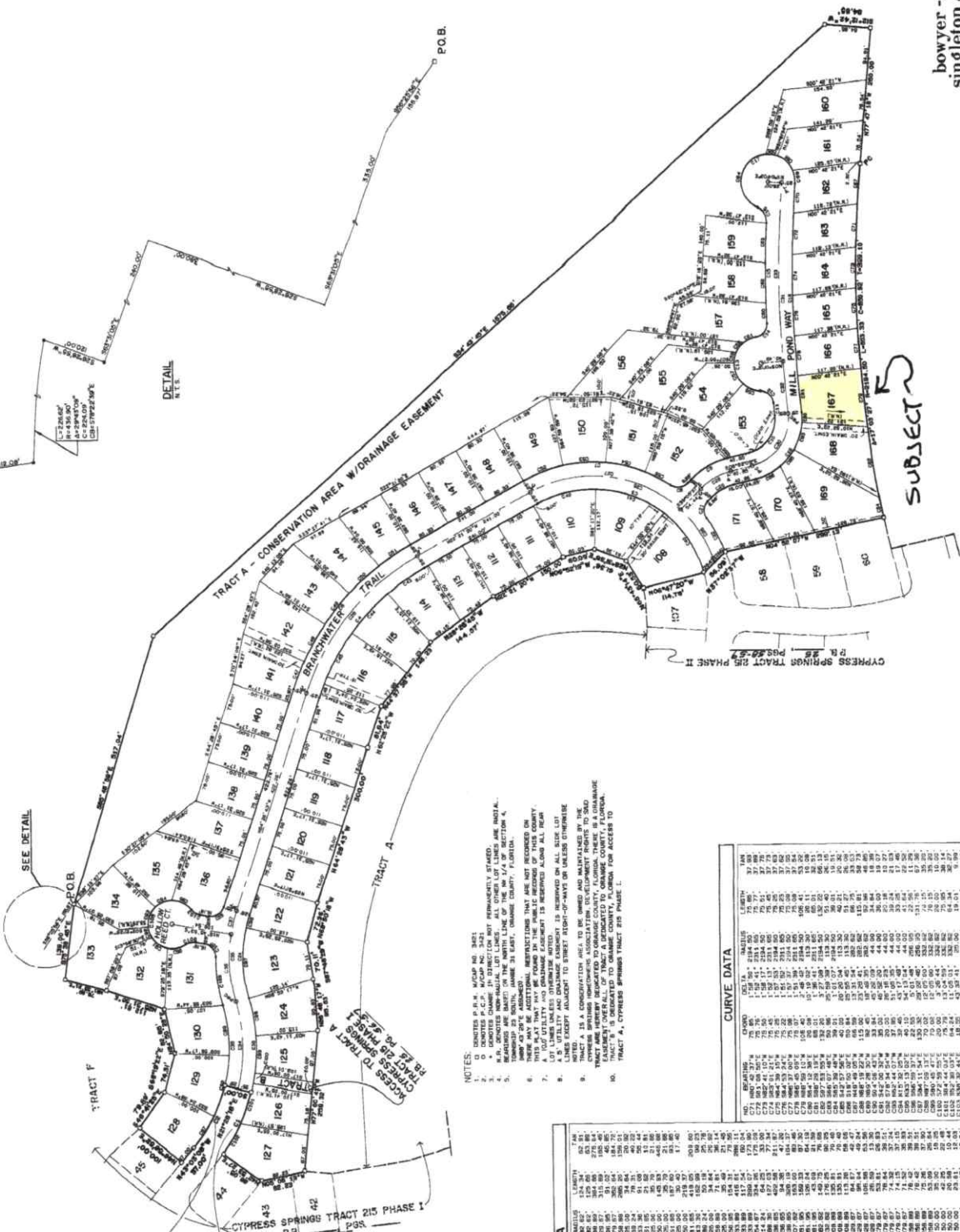




# CYPRESS SPRINGS TRACT 215 PHASE III

SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST  
ORANGE COUNTY, FLORIDA

P.O.C. NORTHWEST CORNER  
SECTION 4-23-31  
WEST LINE, 1/4 SECTION 4



SEE DETAIL

C=180°00'00"  
A=180°00'00"  
L=180°00'00"  
CB=180°00'00"

C=180°00'00"  
A=180°00'00"  
L=180°00'00"  
CB=180°00'00"

GRAPHIC SCALE IN FEET (1"=100')

- NOTES:
1. CENTER P.P. IS M.C.P.P. NO. 3821
  2. CENTER CHANGE IN DIRECTION NOT PERMANENTLY STAKED.
  3. CENTER CHANGE IN DIRECTION NOT PERMANENTLY STAKED.
  4. CENTER CHANGE IN DIRECTION NOT PERMANENTLY STAKED.
  5. MARKERS ARE MARKED ON THE NORTH LINE OF THE 1/4 SECTION 4, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
  6. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT DEPICTED ON THIS PLAN.
  7. A. 100 UTILITY AND DRAINAGE EASEMENT IS RESERVED ALONG ALL RIGHT OF WAY LINES.
  8. A. 100 UTILITY AND DRAINAGE EASEMENT IS RESERVED ALONG ALL RIGHT OF WAY LINES EXCEPT ADJACENT TO STREET RIGHT-OF-WAYS OR UNLESS OTHERWISE INDICATED.
  9. TRACT A IS A CONSERVATION AREA TO BE BOUND AND MAINTAINED TO 250 FEET FROM THE NORTH LINE OF THE 1/4 SECTION 4, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA. THERE IS A DRAINAGE EASEMENT RESERVED TO ORANGE COUNTY, FLORIDA FOR ACCESS TO TRACT A.
  10. TRACT A, CYPRESS SPRINGS TRACT 215 PHASE I.

NO.	BEARING	LENGTH	AREA
1	N 0° 00' 00" E	100.00	100.00
2	N 15° 00' 00" E	100.00	100.00
3	N 30° 00' 00" E	100.00	100.00
4	N 45° 00' 00" E	100.00	100.00
5	N 60° 00' 00" E	100.00	100.00
6	N 75° 00' 00" E	100.00	100.00
7	N 90° 00' 00" E	100.00	100.00
8	N 105° 00' 00" E	100.00	100.00
9	N 120° 00' 00" E	100.00	100.00
10	N 135° 00' 00" E	100.00	100.00
11	N 150° 00' 00" E	100.00	100.00
12	N 165° 00' 00" E	100.00	100.00
13	N 180° 00' 00" E	100.00	100.00
14	N 195° 00' 00" E	100.00	100.00
15	N 210° 00' 00" E	100.00	100.00
16	N 225° 00' 00" E	100.00	100.00
17	N 240° 00' 00" E	100.00	100.00
18	N 255° 00' 00" E	100.00	100.00
19	N 270° 00' 00" E	100.00	100.00
20	N 285° 00' 00" E	100.00	100.00
21	N 300° 00' 00" E	100.00	100.00
22	N 315° 00' 00" E	100.00	100.00
23	N 330° 00' 00" E	100.00	100.00
24	N 345° 00' 00" E	100.00	100.00
25	N 360° 00' 00" E	100.00	100.00

NO.	BEARING	LENGTH	AREA
1	N 0° 00' 00" E	100.00	100.00
2	N 15° 00' 00" E	100.00	100.00
3	N 30° 00' 00" E	100.00	100.00
4	N 45° 00' 00" E	100.00	100.00
5	N 60° 00' 00" E	100.00	100.00
6	N 75° 00' 00" E	100.00	100.00
7	N 90° 00' 00" E	100.00	100.00
8	N 105° 00' 00" E	100.00	100.00
9	N 120° 00' 00" E	100.00	100.00
10	N 135° 00' 00" E	100.00	100.00
11	N 150° 00' 00" E	100.00	100.00
12	N 165° 00' 00" E	100.00	100.00
13	N 180° 00' 00" E	100.00	100.00
14	N 195° 00' 00" E	100.00	100.00
15	N 210° 00' 00" E	100.00	100.00
16	N 225° 00' 00" E	100.00	100.00
17	N 240° 00' 00" E	100.00	100.00
18	N 255° 00' 00" E	100.00	100.00
19	N 270° 00' 00" E	100.00	100.00
20	N 285° 00' 00" E	100.00	100.00
21	N 300° 00' 00" E	100.00	100.00
22	N 315° 00' 00" E	100.00	100.00
23	N 330° 00' 00" E	100.00	100.00
24	N 345° 00' 00" E	100.00	100.00
25	N 360° 00' 00" E	100.00	100.00

bowyer - singleton & associates  
INCORPORATED  
1000 N. PALM BLVD  
ORLANDO, FL 32801

## RADON GAS DISCLOSURE

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guide lines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



INSTR 20080178448  
 OR BK 09639 PG 3655 PGS=2  
 MARTHA O. HAYNIE, COMPTROLLER  
 ORANGE COUNTY, FL  
 03/26/2008 10:47:37 AM  
 DEED DOC TAX 0.70  
 REC FEE 18.50



THIS INSTRUMENT PREPARED BY  
 AND RETURN BY MAIL TO:  
 Douglas H. Glick, Esquire  
 P. O. Box 547549  
 Orlando, FL 32854-7549

Tax Parcel ID: 04-23-31-1879-01-670

**WARRANTY DEED**

**THIS INDENTURE** made this 12<sup>th</sup> day of MARCH, 2008, by **PEGGY HINKLE TERRELL**, a single individual, hereinafter called "GRANTOR", whose residence and address is 10924 Mill Pond Way, Orlando, FL 32825, to **PEGGY HINKLE TERRELL**, a single individual, for a life estate and the remainder to the Trustee(s) of **THE TERRELL TRUST**, dated the 6 day of February, 2008, hereinafter called "GRANTEE(S)", whose residence and address is 10924 Mill Pond Way, Orlando, FL 32825 subject to the reservations contained herein.

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of \$10.00, and other valuable consideration to her in hand paid by Grantee, receipt whereof is hereby acknowledged, hereby grant and sell the following described land in Orange County, State of Florida, viz:

**Lot 167, Cypress Springs, Tract 215, Phase III, according to the Plat thereof as recorded in Plat Book 25, Pages 60-61, of the Public Records of Orange County, Florida.**

That the Grantor, for and during her lifetime, without liability for waste, the exclusive use and enjoyment of the rents and profits of the property described herein. Grantor further reserves unto herself, for and during her lifetime, the right to sell, lease, encumber by mortgage, pledge, lien, or otherwise manage and dispose, in whole or in part, or grant any interest therein, of the aforesaid premises, by gift sale or otherwise so as to terminate the interests of the Grantee(s), as Grantor in her sole discretion shall decide, except to dispose of said property, if any, by devise upon the last Grantor's death. Grantor further reserves unto herself the right to cancel this deed by further conveyance which may destroy any and all rights which Grantee(s) may possess under this deed. Grantee(s) shall hold a remainder interest in the property described herein, and upon the death of the last Grantor to die, if the property has not been previously disposed of prior to the last Grantor's death, all right and title to the property remaining shall fully vest in Grantee(s), subject to such liens and encumbrances existing at that time.

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

*P.T.*  
initial

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

The property conveyed herein is the homestead of Grantor. Notwithstanding anything herein to the contrary, in order to claim homestead exemption rights pursuant to Florida Statutes Section 196.031, Grantor hereby retains the right to use, possess, and occupy the herein-described real property as Grantor's personal residence during Grantor's lifetime. Grantor's reserved interest in such real property shall be construed as "beneficial title in equity to real property" as set forth in Florida Statutes Section 196.031(1), or any successor statute of similar import.

This Warranty Deed was prepared without the benefit of insurance.

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

Signed, sealed and delivered in the presence of:



Signature of Witness 1  
**Craig W. Elliott**

Printed Name  
*Rochelle S. Cramer*

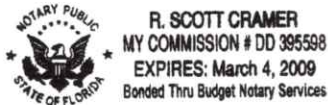
Signature of Witness 2  
**Rochelle S. Cramer**

Printed Name

  
**PEGGY HINKLE TERRELL**

State of FLORIDA }  
County of Orange }

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2008 by Peggy Hinkle Terrell, who  is personally known, or who  produced the following as identification



  
Notary Public, State of FLORIDA





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

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

TERRELL TRUST  
10924 MILL POND WAY  
ORLANDO, FL 32825-7401

**Account Number:** 0396916-9  
**Assessed Value:** 129,416  
**Millage Code:** 11 ORG  
**Parcel Number:** 04-23-31-1879-01670  
**Address:** 10924 MILL POND WAY 32825  
**Exemptions:** Homestead, Extra Homestead, LIS

AD VALOREM TAXES						
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied	
STATE SCHOOL	129,416	25,000	104,416	3.1730	\$331.31	
LOCAL SCHOOL	129,416	25,000	104,416	3.2480	\$339.14	
GEN COUNTY	129,416	100,000	29,416	4.4347	\$130.45	
CNTY FIRE	129,416	50,000	79,416	2.2437	\$178.19	
UTD	129,416	50,000	79,416	1.8043	\$143.29	
LIBRARY	129,416	50,000	79,416	.3748	\$29.77	
SJWM	129,416	50,000	79,416	.1793	\$14.24	
				Total Millage:	15.4578	Subtotal: \$1,166.39
NON-AD VALOREM ASSESSMENTS						
Levying Authority	Phone	Amount	Levying Authority	Phone	Amount	
232 STORMWATER MGMT	(407)836-7990	\$78.00				
335 GARBAGE - FCC	(407)836-6601	\$290.00				
2797 STREET LIGHTS	(407)836-5770	\$104.81				
					Subtotal:	\$472.81
Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments						<b>\$1,639.20</b>

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.

0396916-9  
10924 MILL POND WAY 32825  
04-23-31-1879-01670  
CYPRESS SPRINGS TR 215 PHASE 3 25/60 LOT 167

TERRELL PEGGY HINKLE LIFE ESTATE  
10924 MILL POND WAY  
ORLANDO, FL 32825-7401

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
<b>Nov. 30, 2023</b>	<b>\$1,573.63</b>
Dec. 31, 2023	\$1,590.02
Jan. 31, 2024	\$1,606.42
Feb. 29, 2024	\$1,622.81
Mar. 31, 2024	\$1,639.20

TERRELL TRUST  
10924 MILL POND WAY  
ORLANDO, FL 32825-7401

**PAID - DO NOT PAY**  
PAID 0099-02555480 \$1,573.63 11/30/2023

**PO Box 545100**  
**Orlando FL 32854-5100**



Bid Number: \_\_\_\_\_

# Bid Acknowledgement And Receipt for Deposit

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Home Phone #: \_\_\_\_\_

=====

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

AUCTION PROPERTY #: 10924 Mill Pond Way, Orlando, FL , of the The Terrell Trust Auction, conducted by

ALAN FRENKEL AUCTION & REALTY, LLC. (the Auctioneer) on Thursday, April 11th \_\_\_\_\_, 20\_24 \_\_\_\_\_.

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

10% Buyer's Premium-----\$ \_\_\_\_\_

Total Contract Price-----\$ \_\_\_\_\_

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

=====

### Conditions

1. This purchase is subject to the terms and conditions contained in the Purchase and Sale Contract which has been posted and available for Buyer's review and to the Auctioneer's opening announcements. The Terms and Conditions of the said Purchase and Sale Contract are incorporated herein by reference, notwithstanding the separate execution of the Purchase and Sale Contract by the Seller and the Buyer, the execution of this Bid Acknowledgment and Receipt for Deposit by the Seller and the Buyer, the execution of this Bid Acknowledgment and Receipt of Deposit by the Buyer shall constitute an offer and acceptance of the said Purchase and Sale Contract.
2. Statements made by personnel of Alan Frenkel Auction & Realty, LLC and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be reliable, however, Alan Frenkel Auction Realty, LLC, has not made any independent determination to confirm the accuracy of such information. As such, no warranties or representations, express or implied, are made as to the accuracy of any such statements or information.
3. Buyer acknowledges that he or she has been given the opportunity to inspect the property and to make an independent evaluation of the property without regard to whether or not Buyer actually inspected the property and without regard to any statements or representations made by Seller and Alan Frenkel Auction & Realty, LLC. Further, Buyer acknowledges that Buyer has conducted all due diligence and investigations Buyer feels necessary or appropriate regarding the property.
4. The term "SOLD", as stated by the Auctioneer upon the acceptance of a bid, is an acknowledgement that such bid is the highest bid.
5. Whether such bid is accepted is subject to whether or not the sale is advertised as with reserve or without reserve.
6. The term "AS IS-WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties, regarding the marketability of title are given by Seller only and are contained in the Purchase and Sale Contract.
7. This Agreement is binding upon the parties hereto and their heirs, successors and assigns.
8. Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, and Buyer hereby consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which Buyer may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledges and agree that this Bid Acknowledgment and all transactions contemplated by this Bid Acknowledgment shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of laws.
9. The undersigned, its agents, employees or any other parties acting on its behalf specifically agree to INDEMNIFY AND HOLD HARMLESS Auctioneer, its officers, directors, agents and employees from any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to the removal of auction items from the premises. Further, the undersigned expressly RELEASES Auctioneer, its officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in connection with the negligence or fault of others. Further, the undersigned agrees to INDEMNIFY AND HOLD HARMLESS Auctioneer and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of Auctioneer, its officers, directors, agents or employees.
10. The undersigned, in his or her individual capacity, personally GUARANTEES payment of the Bid Price to Seller and the Buyer's Premium to Auctioneer. In the event the undersigned is the successful bidder at the Auction, but fails to close the purchase as required by a Purchase and Sale Contract through no fault of the Seller, Auctioneer shall be entitled to receive and recover from Buyer the difference between the Buyer's Premium and any amount received by Auctioneer from any forfeited deposit(s) pursuant to the Purchase and Sale Contract following Buyer's default.
11. Auctioneer is authorized to execute and record a Memorandum of Sale memorializing in the public record the existence of the aforementioned Purchase and Sale Contract between the Seller and the Buyer.
12. In the event that Auctioneer or Seller are required to take any actions to enforce the terms of this Bid Acknowledgment, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorney's fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collection without litigation, and in litigating in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
13. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGMENT OR THE AUCTION ITSELF.
14. All parties signing this Bid Acknowledgment in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
15. It is further acknowledged by Buyer that this Bid Acknowledgment has been read and understood by the Buyer before signing it and that Buyer understands and consents to its contents.

Signature \_\_\_\_\_ Individually and as \_\_\_\_\_ (Title)

\_\_\_\_\_

Print Name \_\_\_\_\_ Of (Business Name)

# ***AUCTION***

# **BACK UP BUYER**

# **REQUEST FORM**

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

Bidder No. \_\_\_\_\_ Amount of Bid \_\_\_\_\_

Property \_\_10924 Mill Pond Way, Orlando, FL 32825 \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_

Signature \_\_\_\_\_

# Auction Registration for Real Estate

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

Bid #: \_\_\_\_\_ License #: \_\_\_\_\_  
Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ FL: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
How did you hear about this auction? \_\_\_\_\_  
Email Address for upcoming auctions: \_\_\_\_\_

## Terms and Conditions of Sale

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

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