

## **Flagler Estates, Lot 396 – St. John's County, Florida**

Owned by Walter & Norma Robbins - abt 1972-1998

**Note:** Walter and Norma purchased this property (St Johns County, Unit 4, Section C, lot 396) as an investment but the area never grew and the value actually decreased over time and the property taxes were totaling more than the worth of the property. In April of 1997 Their son Walt Jr ID0001 and his friend John Harris took a trip to Florida and stopped by to see this property - It was desolate and rough country - not anyplace he wanted to live. They finally gave the property to the County in Florida so they wouldn't have to pay any further taxes on it.

### **Doc0403-001.pdf:**

1. Letter 31 May 1972 From Flagler Estates to Walter and Norma
2. Purchase Agreement - nd - this document not signed - 1-1/4 acres - Cash Price: \$7490.00 - Down Payment: \$375.00 - Finance Charge: \$3275.98 - Interest rate: 7% - Monthly Payment: \$75.00 - Number of payments: 138 - First Payment due: 2 Aug 1974
3. Letter 15 June 1972 - From Florida General Equities, Inc - To: Mr and Mrs Walter C Robbins - Route #2, Box 498-B - Yorktown, Indiana 47396 - Opening paragraph: "I am pleased to learn that you have become an investor in Flagler Estates. May I take this opportunity to welcome you personally into our growing family of investors, and to thank you for the confidence you have placed in our company."
4. Clause relating to Agreement for Deed - No BD80574 - "Notice to Customer Required by Federal Law: You have entered into a transaction on June 16 1972 which may result in a lien, mortgage, or other security interest on the property you are purchasing...."
5. Letter 30 June 1972 - From: Florida General Equities, Inc - To: Mr Walter C Robbins - Subdivision: Flagler Estates IV - Re: Acct No BD80574 - Acknowledgment of an extra payment of \$400.00
6. Letter 5 Feb 1979 - From: Florida General Equities, Inc - To Walter C. Robbins - RE: Warranty Deed, Flagler Estates IV - Account Number BD80574 - "We Are Pleased to enclose the original Warranty Deed conveying to you and Norma L Robbins, your wife, the property in Flagler County, Florida, which you purchased from our Company. This instrument was recorded on January 26, 1979, in Official Records Book 115, Page 688, Public Records of Flagler County...."
7. Hand Drawn Map to Flagler Property - Drawn by Norma
8. Map of Flagler Estates, Section 4, Lot 396 - 11 x 14 inches, color - There are some written directions on the map in the handwriting of Norma.
9. Postage, return Address Label from Manila Envelope from Flagler Estates Landowners Assoc

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### **Doc0403-002.pdf - 2 large maps of Flagler Estates -**

- Master Plat & Price Chart - (Size: 24 x 37.5 inches)
  - Guarantee
  - Detail Map-A
  - Detail Map-B
  - Lot 396
- Scaled Drawing - (Size: 35.5 x 45 inches)





# FLAGLER ESTATES

MIAMI NATIONAL BANK BUILDING • 8101 Biscayne Boulevard,  
Miami, Florida 33138 / (305) 759-2407

May 31, 1972

Walter Robbins  
R 2, Box 498-B  
Yorktown, Indiana 47396

Dear Walt:

As I promised you, I immediately placed a hold on a choice tract of land in FLAGLER ESTATES.

I know the enclosed information will arouse within you the same enthusiasm we have here in Florida, an enthusiasm that is quite justified because it is founded on exciting growth factors everyone looks for when considering Real Estate.

I believe that opportunities such as these should first be made available to some of our own clients rather than to the general public.

The supply is too limited to be kept off the general market longer than the time allotted, consequently, I must urge you to sign both copies of the enclosed Property Purchase Agreement and return them to me without delay along with your reservation check, (if not already mailed). Make sure that you read, sign and return the bottom portion of the Public Offering Statement with your signed Property Purchase Agreement.

Upon receipt of the signed agreements, we will fill in the legal description of the tract I have set aside for you in the space indicated. We will return your copy of the Agreement by Air Mail along with detailed instructions for the handling of your account.

Remember, if after reviewing the enclosed literature, or at any time in the future, you have any questions at all, feel free to call me collect, or drop me a note, and I will certainly assist you in any way possible.

Cordially,

Kew Jenner  
Licensed Representative

305-7540674

AD 3300 (B)





IMPROVED ACREAGE

A DEVELOPMENT OF

hb FLORIDA GENERAL EQUITIES, INC.  
8101 BISCAYNE BOULEVARD  
MIAMI, FLORIDA 33138

CONTRACT NO.

DATE

### PROPERTY PURCHASE AGREEMENT

Walter Robbins  
Route #2, Box #498-B  
Yorktown, Indiana 47396

hereinafter called "Purchaser"

☐ Joint Tenancy with Right of Survivorship ☐ Sole Owner ☐ Tenancy in Common ☐ As Trustee

AGREES TO PURCHASE THE FOLLOWING PROPERTY FROM:  
FLORIDA GENERAL EQUITIES, INC.

PROPERTY DESCRIPTION } OFFICE UNIT NO. \_\_\_\_\_ SEC. \_\_\_\_\_ TSP. \_\_\_\_\_ RANGE \_\_\_\_\_  
(Full legal description appears }  
on attached rider.) } Property located in Flagler and St. John's Counties, Florida, containing 1 1/4 Acres,  
more or less

#### UPON THE FOLLOWING TERMS AND CONDITIONS:

CASH PRICE	CASH DOWN PAYMENT	UNPAID BALANCE OF CASH PRICE (Amount Finance)	FINANCE CHARGE*	TOTAL OF PAYMENTS (ITEM 3 PLUS 4)	DEFERRED PAYMENT PRICE (Item 1 plus 4)
\$7490.00	\$375.00	\$7115.00	\$3275.98	\$10390.98	\$10765.98
AMOUNT OF MONTHLY PAYMENT	TOTAL NUMBER OF MONTHLY PAYMENTS	FINAL PAYMENT	ANNUAL PERCENTAGE RATE	FIRST PAYMENT DUE	INTEREST ACCRUES BEGINNING
\$75.00	138	\$43.98	SEVEN%	8-2-74 (AND ON THE SAME DAY OF EACH MONTH THEREAFTER.)	

\* The number and amount of payments set forth assumes payment according to the scheduled payment dates. If Purchaser does not pay according to the schedule set forth, the final payment may be greater or lesser than the regular monthly payment. This will be dependant upon whether the Purchaser has made his payments on time or been delinquent, as the interest is computed on the basis of the outstanding unpaid principal balance. Purchaser, by prepaying his contract, will substantially reduce the total amount of interest payments.

Prepayments shall not relieve Purchaser of paying next ensuing monthly principal interest payments to become due. Purchaser agrees that all payments due hereunder shall be made promptly.

Payments shall be applied first to accrued interest and the balance thereof credited to the principal. Prepayments without penalty may be made at any time.

Purchaser acknowledges that he has read all the terms, conditions and acknowledgements above and on the reverse side hereof, and that all such terms, conditions and acknowledgements are a part of this agreement, and further acknowledges that the required Property Report, Public Offering Statement or Prospectus has been delivered to him in advance of the signing of this Property Purchase Agreement. The date of this transaction shall be the date this agreement is signed by Florida General Equities, Inc.



YOU HAVE THE OPTION TO VOID THIS CONTRACT OR AGREEMENT IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN ADVANCE OF, OR AT THE TIME OF YOUR SIGNING THE CONTRACT, OR AGREEMENT; AND YOU HAVE THE RIGHT TO REVOKE THE CONTRACT OR AGREEMENT WITHIN 48 HOURS AFTER SIGNING THE CONTRACT OR AGREEMENT IF YOU DID NOT RECEIVE THE PROPERTY REPORT AT LEAST 48 HOURS BEFORE SIGNING THE CONTRACT OR AGREEMENT. BUYERS SIGNATURE TO THIS CONTRACT ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THE FLORIDA PUBLIC OFFERING STATEMENT AND SYNOPSIS OF SALES SCRIPT.

✓  
PURCHASER \_\_\_\_\_ DATE \_\_\_\_\_

PURCHASER \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me an officer duly qualified to take acknowledgements personally appeared an officer of FLORIDA GENERAL EQUITIES, INC., a Florida corporation to me well known to be the grantor described in and who executed the foregoing instrument, and acknowledged before me that he is duly authorized by the corporation to do so and that this instrument is the act and deed of the corporation.

WITNESS MY HAND and official seal in the said  
County and State this \_\_\_\_ day of \_\_\_\_\_,  
19\_\_

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
My Commission Expires:

ALL OF THE PARCELS  
AT FLAGLER ESTATES UNIT ONE  
WILL BE IMPROVED WITH  
GRADED ACCESS ROADS  
AND DRAINAGE, ON OR  
BEFORE DECEMBER 31, 1973.

APPROVED:

\_\_\_\_\_  
AGENT

ACCEPTED:  
FLORIDA GENERAL EQUITIES, INC.

(CORPORATE  
SEAL)

BY: \_\_\_\_\_  
OFFICER

This instrument prepared by: **Adriane Lanz, Secretary of:  
Florida General Equities, Inc.  
8101 Biscayne Boulevard  
Miami, Florida 33138**

(T)

Ph 7926-0021  
Acc 000224



## SIX POINT GUARANTY

**1. 90-DAY UNCONDITIONAL  
REFUND PRIVILEGE**

Every cent of your money will be promptly refunded to you for any reason whatsoever within 90 days from date of purchase.

**2. WARRANTY DEED**

Upon payment in full a warranty deed to your property will be issued to you without additional charge.

**3. TITLE GUARANTEE**

Your purchase of property at FLAGLER ESTATES includes a marketable and insurable title.

**4. PRE-PAYMENT PRIVILEGE**

At any time you may make full payment on your property without penalty.

**5. IMPROVEMENTS**

Improvements, as set forth herein, will be completed on or before December 31, 1973

**6. NO CLOSING COSTS**

There are no closing charges.

## ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT PLEASE READ CAREFULLY

**1. WARRANTY DEED:** Within thirty (30) days after payment in full of the purchase price, Florida General Equities, Inc. will deliver a Warranty Deed, conveying good marketable or insurable title to Purchaser, free and clear of all encumbrances except those restrictions, conditions, reservations and easements which are of record, and local zoning and regulatory ordinances. The property is or may be subject to restrictions and limitations affecting the use thereof common to the immediate area, which are now or may hereafter be of public record, and to easements for public utilities, roadways, streets and drainage.

**2. POSSESSION:** Possession and use of the property shall be retained by Florida General Equities, Inc., until the purchase price is paid in full and the Warranty Deed is delivered.

**3. TAXES:** All taxes will be paid by Florida General Equities, Inc., for which Purchaser shall be billed.

**4. NOTICES:** All notices contemplated by this Agreement shall be in writing. Notices to Florida General Equities, Inc., shall be addressed to 8101 Biscayne Boulevard, Miami, Florida, 33138. Notices to the Purchaser shall be addressed to Purchaser's address, shown on the reverse side, or any subsequent address provided by the Purchaser to Florida General Equities, Inc. The aforementioned notices shall not be deemed to include the notice of rescission as provided for by the Interstate Land Sales Full Disclosure Act.

**5. ASSIGNMENT:** This agreement may be assigned or transferred by Purchaser only with the written consent of Florida General Equities, Inc. All covenants and agreements herein contained shall extend to the heirs, executors, administrators, successors and assigns of the respective parties.

**6. RESERVATIONS:** Certain mineral reservations on portions of Flagler Estates are retained by the State of Florida, through its agency, The Trustees of The Internal Improvement Fund.

**7. EMINENT DOMAIN:** In the event that the property sold hereunder is taken by an eminent domain proceeding prior to delivery of a Warranty Deed to Purchaser, Florida General Equities, Inc., may, at its option, cancel this Agreement and return to Purchaser all amounts paid under this Agreement, plus interest at the rate of 7% per annum.

**8. IMPROVEMENTS:** (1) **ROADS:** Florida General Equities, Inc. agrees to provide sand sub-base graded roads to Purchaser's property on or before the improvement completion date as set forth on the reverse side, the expense for which shall be the obligation of Florida General Equities, Inc. (2) **DRAINAGE:** A drainage system is to be provided by Florida General Equities, Inc., and is scheduled for completion on or before the improvement completion date as set forth on the reverse side. Sixteen Mile Creek Water Control District has been created and includes Flagler Estates. Upon completion by Florida General Equities, Inc. of the drainage system, The District will assume maintenance of the drainage facilities and property owners will be assessed a pro rata share of the expenses thereof.

9. This purchase agreement and attached rider(s) if any, constitute the entire agreement and the Purchaser acknowledges that no additional representations have been made.

### **PURCHASER'S ACKNOWLEDGEMENT**

FLORIDA GENERAL EQUITIES, INC., grants the following grace periods without penalty: 60 days if 10% or less of the principal amount of the purchase has been paid; 90 days if more than 10% but less than 25% has been paid; 120 days if more than 25% but less than 50% has been paid; and 150 days if more than 50% of the principal amount of the purchase price has been paid. This provision shall not prohibit the accumulation of interest for the period of time the contract may be in default. This contract shall not impose any personal liability on the Purchaser or any subsequent purchaser from the Purchaser, and it being understood between the parties hereto that the Owner will look only to the land for the payment of the balance of the purchase price, notwithstanding the Owner shall retain payments made as a liquidated damage for Purchaser's default.





# FLORIDA GENERAL EQUITIES, INC.

June 15, 1972

Mr. and Mrs. Walter C. Robbins  
Route #2, Box 498-B  
Yorktown, Indiana 47396

Dear Mr. and Mrs. Robbins:

I am pleased to learn that you have become an investor in Flagler Estates. May I take this opportunity to welcome you personally into our growing family of investors, and to thank you for the confidence you have placed in our company.

Enclosed you will find our Plat Map, which pinpoints the exact location of your particular tract.

All of us here at Florida General Equities, Inc. have great faith in the future of Flagler Estates, and the company has staked a great deal of its future on this faith. I am glad to know that you share our confidence and I want you to be assured that we will do everything we can to see that your confidence is rewarded.

You'll find as part of your "contract package", twelve (12) IBM payment coupons to be mailed with each of your next twelve (12) regular payments. After your eleventh (11) payment has been made, we will automatically send twelve (12) more coupons to you. It is essential that you DO NOT STAPLE the payment coupons to your checks. Any additional holes or damage to the cards will delay the processing of your payments. You'll notice that the coupons, along with a card entitled "Record of Monthly Payments" have been enclosed in a small wallet for your convenience. We recommend that you list all payments that you make on the "Record of Monthly Payments" card and retain for safekeeping.

If you should need any further information, please feel free to contact us. We are happy to be of service.

Sincerely,

FLORIDA GENERAL EQUITIES, INC.

Gerald Robins  
President

GR:s1

## CLAUSE RELATING TO AGREEMENT for DEED

NO. BD80574

### Notice To Customer Required By Federal Law:

You have entered into a transaction on JUN 16 1972 which may result in a lien, mortgage, or other security interest on the property you are purchasing. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on the property you are purchasing arising from this transaction is automatically void. You are also entitled to receive a refund of any downpayment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying

Florida General Equities, Inc.

(Name of Creditor)

at 8101 Biscayne Boulevard, Miami, Fla. 33138

(Address of Creditor's Place of Business)

by mail or telegram sent not later than midnight of JUN 21 1972. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

(Date)

(Customer's signature)

See reverse side for important information about your right of rescission.

**EFFECT OF RESCISSION.** When a customer exercises his right to rescind under paragraph (a) of this section, he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within 10 days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.



## OFFICE OF THE PRESIDENT

Please be advised that the attached notice DOES NOT in any way affect your opportunity to own a parcel of Florida real estate. It is merely a notice regarding a security interest on the property you are NOW purchasing and has NO applicability to your home or any other property you presently own.





# FLORIDA GENERAL EQUITIES, INC.

June 30, 1972

Mr. Walter C. Robbins  
Rt. # 2, Box 498-B  
Yorktown, IN 47396

Subdivision Flagler Estates IV

Re: Acct. No. BD 80574

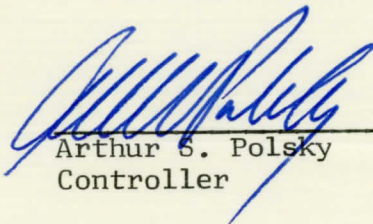
Dear Mr. Robbins:

This is to acknowledge receipt of your check in the amount of  
\$ 200.00 for the Additional Down Payment Bonus Plan, and  
to advise that we have credited your account this day for  
\$ 400.00 which will be deducted from your unpaid principal  
balance.

With warmest regards I remain,

Very truly yours,

FLORIDA GENERAL EQUITIES, INC.



\_\_\_\_\_  
Arthur S. Polsky  
Controller

ASP:em  
cc: M/F  
O/F





February 5, 1979

Mr. Walter C. Robbins  
Route #2, Box 498-B  
Yorktown, Indiana 47396

RE: Warranty Deed  
Flagler Estates IV  
Account Number BD80574

Dear Mr. Robbins:

We are pleased to enclose the original Warranty Deed conveying to you and Norma L. Robbins, your wife, the property in Flagler County, Florida, which you purchased from our Company. This instrument was recorded on January 26, 1979, in Official Records Book 115, Page 688, Public Records of Flagler County.

This is a valuable document and we suggest you immediately put it in a safe place with your other important papers.

Thank you, once again, for your confidence in our firm and we hope to serve you again in the future.

Sincerely,

FLORIDA GENERAL EQUITIES, INC.

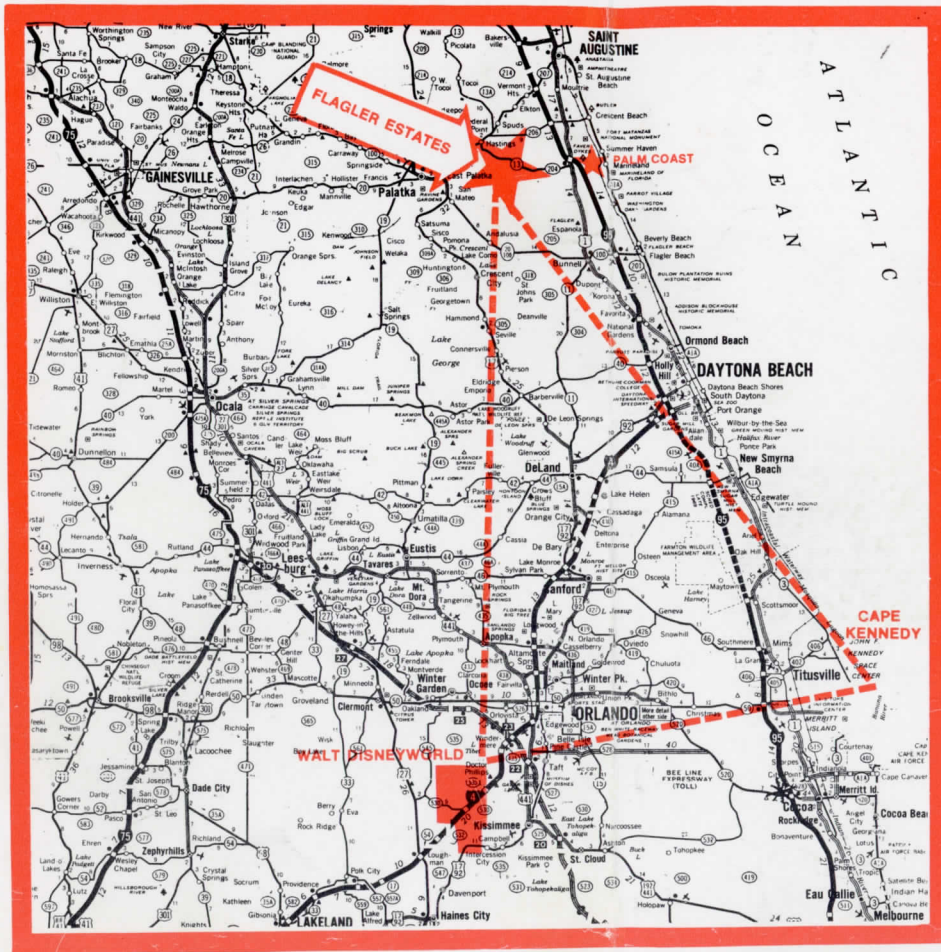
Ms. Adriane Lanz  
Corporate Secretary  
Legal Diviison

AL:td  
Enclosure

3







# Flagler Estates

An unplatted acreage offering  
with graded access roads to every tract

## UNIT FOUR OF FLAGLER ESTATES

ST. JOHNS COUNTY, FLORIDA.

"THE NUMBERS SHOWN ON THIS SALES MAP ARE NOT PART  
OF A LEGAL DESCRIPTION. THE TRACTS ARE SOLD AS  
PART OF A SECTION, TOWNSHIP AND RANGE."

27 Jan 95  
Geoffrey Davis

**FLORIDA GENERAL EQUITIES, INC.**



FLAGLER ESTATES  
LANDOWNERS ASSOC. INC.  
P O BOX 1419  
EDGEWATER, FL 32132-9983



Walter C. Robbins  
Rt 2 Box 498-B  
Yorktown, IN 47396