11/22/2024

Kelley, Grant & Tanis, P.A. ALTA Universal ID: FL1530 370 Camino Gardens Boulevard 301 Boca Raton, FL 33432

Boca Raton, FL 33432 (561) 672-1161

File #: 24-726AW Property

**Print Date & Time:** 11/20/2024 at 01:15 PM

EST

Closer: Angie Whitson
Settlement Location: 370 Camino Gardens

Boulevard

301

Boca Raton, FL, 33432

operty 6527 Chasewood Drive

Unit #G

Jupiter, FL 33458 John Caramagna

6527 Chasewood Drive

**Settlement Date** 

Disbursement Date 11/22/2024

Unit #G

Jupiter, FL 33458

Sue-Ellen Gamble Mosler,

Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008 175 Oneida Street St. Augustine, FL 32084

Lender

Buyer

Seller

Selle	r		Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$275,000.00	Sale Price of Property	\$275,000.00	
		Deposit		\$20,000.0
\$500.00		Seller Credit		\$500.
		Prorations/Adjustments		
\$2,894.57		County Taxes 01/01/2024 to 11/22/2024		\$2,894.
\$14.67		Non Ad Valorem Taxes 10/01/2024 to 11/22/2024		\$14.
		Government Recording and Transfer Charges		
		Recording Fees	\$29.00	
		Deed: \$29.00		
		Mortgage: \$0.00		
\$1,925.00		Documentary Stamp Tax (Deed) to Palm Beach County Clerk		
		ERecording Fees to Palm Beach County Clerk	\$4.75	
		Commission		
\$6,875.00		Listing Agent Commission to The Keyes Company		
\$6,875.00		Selling Agent Commission to Keyes - Palm Beach Gardens	\$1,375.00	
		Title Charges & Escrow / Settlement Charges		
\$95.00		Title - Abstract Fee to Westcor		
\$15.00		Title - E-Storage Fee to Kelley, Grant & Tanis	\$15.00	
\$90.00		Title - FedEx/Wire Fee to Kelley, Grant & Tanis	\$90.00	
\$595.00		Title - Settlement Fee to Kelley, Grant & Tanis	\$595.00	
\$1,450.00		Title - Owner's Title Policy to Westcor Land Title Insurance Company		
		Miscellaneous		
		Change of Record Fee to Castle Management, LLC	\$150.00	
\$454.00		Estoppel Search to Exacta Lien Search		
\$155.00		Lien Search to Exacta Lien Search		
\$150.00		Notary Fee to Signing Carolina	\$150.00	
\$399.00		Transaction Fee to The Keyes Company	\$399.00	

Sel	ler		Buy	/er
Debit	Credit		Debit	Credit
\$22,487.24	\$275,000.00	Subtotals	\$277,807.75	\$23,409.24
		Due from Buyer		\$254,398.51
\$252,512.76		Due to Seller		
\$275,000.00	\$275,000.00	Totals	\$277,807.75	\$277,807.75

See signature addendum

# Signature Addendum

Acknowledgement			
We/I have carefully reviewed the Settlement Statement and find it account or by me in this transaction and further certify that I have r We/I authorize Kelley, Grant & Tanis, P.A. to cause the funds to be of	eceived a c	• /	′
		The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008	
John Caramagna	Date	Ву:	
		Sue-Ellen Gamble Mosler, Trustee	Date
Settlement Agent	Date		

Prepared by and return to:
Angie Whitson
Kelley, Grant & Tanis, P.A.
370 Camino Gardens Boulevard
301
Boca Raton, FL 33432

File No 24-726AW

Parcel Identification No <u>30-42-41-03-14-000-0107</u>

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

#### WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 22nd day of November, 2024 between Sue-Ellen Gamble Mosler, individually and as Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008, whose post office address is 175 Oneida Street, St.

Augustine, FL 32084, of the County of St. Johns, Florida, Grantor, to John Caramagna, whose post office address is 6527

Chasewood Drive, Unit #G, Jupiter, FL 33458, of the County of Palm Beach, Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach, Florida, to-wit:

Unit 10-G, Chasewood of Jupiter North, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 4359, Page 190, and all amendments thereto, of the Public Records of Palm Beach County, Florida, together with an undivided interest in the common elements appurtenant thereto.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**Subject to** taxes for 2025 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

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

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

\*\*\* **Grantor** warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. \*\*\*\*

Warranty Deed
File No.: 24-726AW Page 1 of 2

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

The Sue-Ellen Gamble Mosler Living Trust date 2008	
	By: Sue-Ellen Gamble Mosler, individually and as Trustee
WITNESS PRINT NAME:	WITNESS 1 ADDRESS
WITNESS PRINT NAME:	WITNESS 2 ADDRESS
STATE OF FLORIDA	
COUNTY OF	
	re me by means of ( ) physical presence or ( ) online notarization this osler, individually and as Trustee of The Sue-Ellen Gamble Mosler Living Trust
Signature of Notary Public Print, Type/Stamp Name of Notary	
Personally Known: OR Produced Identification Produced:	ntification:

Warranty Deed
File No.: 24-726AW Page 2 of 2

### BILL OF SALE

THIS BILL OF SALE, made on this 22nd day of November, 2024 by Sue-Ellen Gamble Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008 (hereinafter referred to as the "Seller"), in favor of John Caramagna (hereinafter referred to as the "Buyer").

**WITNESSETH**, that Seller, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Seller by Buyer, the receipt and sufficiency of which is hereby acknowledged, delivers, grants, bargains, sells and transfers forever to Buyer the following goods and chattels, to wit:

All existing improvements and fixtures, including built in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, storm shutters/storm protection items and hardware, washer, dryer, and generator.

Said property being located at:

Unit 10-G, Chasewood of Jupiter North, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 4359, Page 190, and all amendments thereto, of the Public Records of Palm Beach County, Florida, together with an undivided interest in the common elements appurtenant thereto.

Also known as 6527 Chasewood Drive, Unit #G, Jupiter, FL 33458.

Seller covenants to Buyer that Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that Seller has good right to sell said property, and that Seller will warrant and defend the sale of said property, goods and chattels unto the Buyer against the lawful claims and demands of all persons whomsoever.

"Seller" and "Buyer" shall be for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives and, successors and assigns of Seller and Buyer whenever the context so requires or admits.

	The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008
	By: Sue-Ellen Gamble Mosler, Trustee
STATE OF FLORIDA	
COUNTY OF	
	before me by means of () physical presence or () online notarization this e Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008
Signature of Notary Public Print, Type/Stamp Name of Notary	
Personally Known: OR Produced Type of Identification Produced:	Identification:

File No: 24-726AW Page 1 of 1

## **CLOSING AFFIDAVIT**

(Seller)

Before me, the undersigned authority, personally appeared Sue-Ellen Gamble Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008 ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

- 1. The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008 ("Seller"), is the owner of and is selling the following described property to John Caramagna ("Buyer"), to wit:
  - Unit 10-G, Chasewood of Jupiter North, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 4359, Page 190, and all amendments thereto, of the Public Records of Palm Beach County, Florida, together with an undivided interest in the common elements appurtenant thereto.
- 2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2025, which are not yet due and payable.
- 3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
- 4. There have been no documents recorded in the Public Records of **Palm Beach**, **Florida** subsequent to October 24, 2024, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **Kelley**, **Grant & Tanis**, **P.A.** in writing, and Seller has no knowledge of any matter affecting title to the Property.
- 5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
- 6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
- 7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
- 8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
- 9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
- 10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
- 11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
- 12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.
- 13. No other persons or entities have an ownership interest in the above described property.
- 14. Seller understands the Buyer of the described property intends to rely on the foregoing representations in

connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

15. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Kelley, Grant & Tanis, P.A. and Westcor Land Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds Kelley, Grant & Tanis, P.A. and Westcor Land Title Insurance Company harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

	The Sue-Ellen Gamble Mosler Living Trust dated October 1 2008
	By: Sue-Ellen Gamble Mosler, Trustee
STATE OF FLORIDA	
COUNTY OF	
	subscribed before me by means of () physical presence or () online notarization this , 2024, by Sue-Ellen Gamble Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust
Signature of Notary Public Print, Type/Stamp Name of	Notary
Personally Known: Type of Identification	OR Produced Identification:

# **Non-Foreign Certification By Entity Transferor**

(Seller's FIRPTA Affidavit)

Transferor:	Sue-Ellen Gamble Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008
Transferee:	John Caramagna
Property:	6527 Chasewood Drive, Unit #G, Jupiter, FL 33458
Closing Date:	November 22, 2024

**Before me**, the undersigned authority, personally appeared the person(s) named in paragraph 2(a) below who, after being duly sworn, stated as follows:

1. This certificate is to inform the transferee that withholding Federal Income Tax is not required, upon the sale of the following described real property:

Unit 10-G, Chasewood of Jupiter North, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 4359, Page 190, and all amendments thereto, of the Public Records of Palm Beach County, Florida, together with an undivided interest in the common elements appurtenant thereto.

- 2. The undersigned Transferor certifies and declares as follows:
  - a. The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008 is not a foreign entity for purposes of United States income taxation, and is not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code of 1954, as amended.
  - b. The Transferor's United States taxpayer identification is:

41-1780466

c. The Transferor's primary address is:

175 Oneida Street, St. Augustine, FL 32084

- d. There are no other persons who have an ownership interest in the above described property other than those persons listed in paragraph 2(b) above.
- 3. The undersigned hereby further certifies and declares:
  - a. I understand the purchaser of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA).
  - b. I understand this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statements contained in this certification may be punished by fine, imprisonment or both.

The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008

By: \_\_\_\_\_\_\_
Sue-Ellen Gamble Mosler, Trustee

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of () physical presence or () online notarization this \_\_\_\_\_\_ day of November, 2024, by Sue-Ellen Gamble Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008.

Signature of Notary Public \_\_\_\_\_\_\_

Signature of Notary Public \_\_\_\_\_\_\_

Personally Known: \_\_\_\_\_\_\_ OR Produced Identification: \_\_\_\_\_\_\_

Type of Identification

Under penalties of perjury, I state that this declaration was carefully read and is true and correct.

Produced:

# **Disbursement Instructions**

(Seller)

Sue-Ellen Gamble Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008
John Caramagna
6527 Chasewood Drive, Unit #G, Jupiter, FL 33458
November 22, 2024
24-726AW

Kelley, Grant & Tanis, P.A. (Closing Agent) is hereby authorized to disburse the Seller's net proceeds as follows:
Check - Please mail to the following address:
Wire (please attach a copy of a voided check or complete the following):
Bank Name:
ABA/Routing#:
Name on account:  MUST MATCH NAME ON TITLE
Address on account:
Account#:
Special Instructions:
This form should only be executed in front of a notary.  The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008
By: Sue-Ellen Gamble Mosler, Trustee
STATE OF FLORIDA
COUNTY OF
The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this day of November, 2024, by Sue-Ellen Gamble Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008.
Signature of Notary Public Print, Type/Stamp Name of Notary
Personally Known: OR Produced Identification: Type of Identification  Produced:

### AFFIDAVIT OF NO MORTGAGE

Each for Himself and/or Herself, declare: that to my/our personal knowledge there are NO encumbrances in the form of a Mortgage against the property located at

6527 Chasewood Drive, Unit #G, Jupiter, FL 33458

That this declaration is made for the protection of all parties to this transaction, and particularly for the benefit of Kelley, Grant & Tanis, P.A. and Westcor Land Title Insurance Company, which is about to insure the title to said property in reliance thereon, and any other title company which may thereafter insure title to said property.

That I/We will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of particular facts hereinabove set forth.

PROPERTY: 6527 Chasewood Drive, Unit #G, Jupiter, FL 33458

SELLER(S):

The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008

By:
Sue-Ellen Gamble Mosler, Trustee

STATE OF FLORIDA

COUNTY OF
Sworn to (or affirmed) and subscribed before me by means of () physical presence or () online notarization this day of November, 2024, by Sue-Ellen Gamble Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008.

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known:
OR Produced Identification:
Type of Identification
Produced:

#### COMPLIANCE AGREEMENT

FILE NO.: 24-726AW

SETTLEMENT DATE: November 22, 2024

PROPERTY: 6527 Chasewood Drive, Unit #G, Jupiter, FL 33458

The undersigned buyer and/or sellers for and in consideration of closing/title agent (the "Closing Agent") this day disbursing the funds for the closing of the transaction (the "Closing") agree, if required by Closing Agent to fully cooperate and adjust for clerical errors on any or all closing documentation. Said adjustments to be made if deemed necessary or desirable in the reasonable discretion of closing/title agent.

The undersigned buyer and sellers further agree to cooperate fully with the Closing Agent in all efforts to assure that the required sums for closing are collected from the appropriate parties. Further, the undersigned agree that should an oversight or error occur in the collection of said required sums they will immediately upon written or verbal notification make any required corrections or pay additional monies required.

In the event that Closing Agent in its efforts to correct documents or collect additional sums required to complete this purchase transaction should incur legal, attorneys and/or court costs, the responsible party shall be responsible to reimburse Closing Agent for said costs. The prevailing party in any action to enforce this Compliance Agreement shall be entitle to an award of attorneys' fees from the non-prevailing party, including through determination of a reasonable amount for fees and through any unnecessary post-judgment garnishment and execution proceedings.

Sometimes recording fees may vary by up to \$30.00 due to the exact number of pages to be recorded not being known at the time of closing. Therefore, the parties acknowledge hereto, that provided the recorded fee discrepancy is not more than \$30.00, the parties waive any right to such overage and understand that in the event of a shortage that the Title Company shall pay for such shortage up to \$30.00.

That they are aware that title insurance does not protect the buyer against the below listed items. The sellers herein acknowledge responsibility for any sums accruing under said items prior to the date of closing and buyer acknowledges responsibility for said items accruing from the date of closing onward. Any sums due not shown on the closing statement will be resolved between the buyer and sellers herein:

A) Any unpaid utility bills

BUVER

- B) Any unpaid trash pickup or trash removal fees
- C) Any unpaid personal property tax

The parties acknowledge that during the course of the settlement of funds interest may by earned in favor of KELLEY, GRANT & TANIS, P.A., and buyer and sellers hereby waive any rights to such interest.

The buyer herein has performed a "walk-through" of the property and has received all ordered inspections, and shall not hold KELLEY, GRANT & TANIS, P.A. responsible in any way for the content or lack thereof in connection therewith.

BUILK
John Caramagna
SELLER
The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008
By: Sue-Ellen Gamble Mosler, Trustee

## TAX PRORATION AGREEMENT

Buyer: Seller: Property:	John Caramagna Sue-Ellen Gamble Mosler, Trustee of The Sue-Ellen Gamble Mosler Living Trust dated October 1, 2008 6527 Chasewood Drive, Unit #G, Jupiter, FL 33458
Close Date:	November 22, 2024
	rent year's tax bill has been issued. Accordingly, the undersigned Buyer and Seller hereby understand and settlement Statement, Closing Disclosure and/or HUD-1 Settlement Statement prepared for the above ction includes:
	PRORATIONS of 2024 real estate taxes are included in the closing statement. The prorations are based on the information from the county tax department for the current tax year. Any adjustment will be decided between the parties. Kelley, Grant & Tanis, P.A. will provide assistance, if requested, but will not be responsible for effecting an adjustment or for collecting or paying any amounts due.
	NO PRORATION of 2024 real estate taxes. Buyer will be responsible for paying all taxes owed for the current year.
	dersigned Buyer and Seller hereby hold Kelley, Grant & Tanis, P.A. harmless from any loss or injury the proration of taxes, or lack thereof, in the captioned transaction.
BUYER:	
John Caramagna	Date:
SELLER:	
The Sue-Ellen Ga	amble Mosler Living Trust dated October Date:
By: Sue-Ellen Ga	amble Mosler, Trustee