

Prepared and Electronically Recorded By:

DEREK M. JORGENSEN, ESQUIRE

Scott, Harris, Bryan, Barra

& Jorgensen, P.A.

4400 PGA Boulevard, Suite 603

Palm Beach Gardens, Florida 33410

File # **49947**

Property Control No.: **S28-42-31-002-000C-0060**

WARRANTY DEED

THIS WARRANTY DEED, made this _____ day of March, 2024,

between **MODESTA DIAZ**, an unmarried widow

hereinafter called the Grantor,

whose mailing address is 3205 Sonesta Court, Unit A, Clermont, Florida 34711

to **DANIEL A. RAMOS**, an unmarried man

hereinafter called the Grantee,

whose mailing address is 3806 Palm Tree Boulevard, Cape Coral, Florida 33904

(Wherever used herein the terms "**Grantor**" and "**Grantee**" are used for singular or plural, as context requires and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other business entities.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in the County of **Glades**, State of Florida, to-wit:

Lot 6, Block C, of INDIAN HILLS NO. 2 SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, Page 53 and 54, of the Public Records of Glades County, Florida.

SUBJECT TO: (a) real estate taxes and assessments for **2024** and subsequent years, which are not yet due and payable; (b) all applicable laws, ordinances, and governmental regulations, including without limitation, zoning and building codes and ordinances; and (c) conditions, restrictions, reservations, covenants, and easements of record, if any, provided, however, this reference shall not serve to re-impose same.

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

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

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

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1

MODESTA DIAZ

(type or print name of witness #1)

(type or print address of witness #1)

Witness #2

(type or print name of witness #2)

(type or print address of witness #2)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of March, 2024, by **MODESTA DIAZ**.

NOTARY PUBLIC

(SEAL)

(Print Name)
My Commission Expires: _____
Commission No.: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

SELLER'S AFFIDAVIT

The undersigned, **MODESTA DIAZ**, herein referred to as the ("**Affiant**"), who being first duly sworn, deposes and says:

1. That Affiant is the owner of that certain real property located in the County of **GLADES**, State of Florida, more particularly described as follows:

Lot 6, Block C, of **INDIAN HILLS NO. 2 SUBDIVISION**, according to the Plat thereof, as recorded in Plat Book 3, Page 53 and 54, of the Public Records of Glades County, Florida. ("**Property**").

2. That Affiant, as seller, is in exclusive, full, complete and undisputed possession of the Property and that there are no leases, options, claims or interest of any kind held thereon by any other party.

3. That there are no mechanics', materialmen's, laborers, or construction liens against the Property and that there are no unpaid bills or claims outstanding for labor or material incident to the construction, repairing, renovating or improving of the Property and/or the buildings and improvements located thereon; and that no person, firm or corporation has been employed, engaged or contracted with to furnish material or perform labor for the improvement of the Property wherein such materials have not been fully furnished or such labor has not been fully performed more than ninety (90) days prior to the date hereof; that no person, firm or corporation has been employed, engaged or contracted, upon a direct contract with Affiant, to furnish material or perform labor for the improvement of the Property for a period of at least twelve (12) months immediately prior to the date hereof, who remain unpaid; that no cautionary notices of any kind have been served with respect to labor performed or materials furnished upon the Property.

4. That there are no matters pending or existing claims or judgments against the Affiant that could give rise to lien that would attach to the Property between the time of disbursing the funds for the purchase price and/or the loan proceeds and the time of recording of the interest to be insured for title as hereinafter described, and that the Affiant has not and will not execute any instrument that would adversely affect the title or interest to be insured as hereinafter described.

5. There are no outstanding general and/or special assessments levied by any property owners, homeowners and/or condominium associations against the Property, other than general assessments for the current assessment period.

6. That the personal property contained in the buildings on the Property, or on the premises, and which, if any, is being sold to the purchaser, is also free and clear of all liens, encumbrances, claims and demands whatsoever.

7. That the Property is free and clear of all assessments, charges, liens, taxes, encumbrances, judgments or decrees in any court of Florida or the United States, claims of every kind, nature and description whatever, except real estate taxes for the year **2024** and subsequent years. **There are no mortgages or other liens against the Property, whether recorded or not recorded.**

8. That Affiant knows of no violations of municipal, county or state laws and ordinances pertaining to the Property, or in the use and occupancy thereof. Affiant has not received any notice from any public authority requiring any improvement, alteration or change to be made in or about the Property.

9. That Affiant, in the operation of the Property, has complied in all respects with all governmental tax laws and regulations (including sales tax).

10. That all utility bills and charges through date of closing (or possession, as agreed) have been or will be paid.

11. That Affiant does not know of any easements or claims of easements pertaining to the Property and not shown by the Public Records.

12. Section 1445 of the Internal Revenue Service Code provides that the transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Affiant, the Affiant hereby certifies the following:

(a) Affiant is not non-resident alien for the purposes of United States income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations);

(b) Affiant's U.S. taxpayer identification number or social security number is **582-48-9238 (MODESTA DIAZ)**;

(c) Affiant's address is: **3205 SONESTA COURT, CLERMONT, FL 34711**

(d) Affiant understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein can be punishable by fine or imprisonment, or both.

UNDER PENALTIES OF PERJURY, AFFIANT DECLARES THAT AFFIANT HAS EXAMINED THIS CERTIFICATION AND TO THE BEST OF AFFIANT'S KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE.

13. No proceedings in bankruptcy or receivership have ever been instituted by, or against the undersigned, and the undersigned have never made an assignment for benefit of creditors.

14. Affiant is unmarried and the Property is not her homestead.

15. That this Affidavit is made for the purpose of inducing **DANIEL A. RAMOS** to purchase the Property, as well as to induce **SCOTT, HARRIS, BRYAN, BARRA & JORGENSEN, P.A.** to issue title insurance on the Property to **DANIEL A. RAMOS**

FURTHER AFFIANT SAYETH NOT.

MODESTA DIAZ

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of March, 2024, by **MODESTA DIAZ**.

NOTARY PUBLIC

(SEAL)

(Print Name)

My Commission Expires: _____

Commission No.: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

TAX PRORATION AGREEMENT

THIS AGREEMENT entered into the day and year set forth below, by and between **MODESTA DIAZ** as “Seller,” and **DANIEL A. RAMOS** as “Purchaser.”

It is hereby agreed as follows:

1. That we are the Seller and Purchaser of the following described property:

Lot 6, Block C, of **INDIAN HILLS NO. 2 SUBDIVISION**, according to the Plat thereof, as recorded in Plat Book 3, Page 53 and 54, of the Public Records of Glades County, Florida.

(“**Property**”).

2. The undersigned Seller and Purchaser of the Property hereby recognize and acknowledge that the property taxes for the current year have been prorated based upon the **2023** real estate tax bill as the **2024** tax bill is unavailable. The **2023** tax bill was in the gross amount of \$140.12, which was reduced by a four percent (4%) discount. Therefore, prorations were calculated using the dollar figure of \$134.52. (The SWA assessment has been prorated separately, as shown on the Closing Disclosure and/or Settlement Statement.) In the event the **2023** real estate tax bill varies in the amount from the figures used in making the prorations on the Closing Disclosure and/or Settlement Statement, then a new proration and a correct and proper adjustment will be made and such sums found due will be paid to the Seller or Purchaser after demand therefor.

3. This agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Further, facsimile and/or electronically transmitted signatures to this agreement shall be deemed hereby for all purposes to be originals.

4. **SCOTT, HARRIS, BRYAN, BARRA & JORGENSEN, P.A.** is not liable for any difference between the **2023** and **2024** real estate tax bills.

SELLER:

PURCHASER:

MODESTA DIAZ

DANIEL A. RAMOS

Date: _____

Date: _____

COMPLIANCE AND DISBURSEMENT AGREEMENT

SELLER: **MODESTA DIAZ**

BUYER: **DANIEL A. RAMOS**

PROPERTY

ADDRESS: **1156 HICPOCHEE BLVD., MOORE HAVEN, FLORIDA 33471**

FILE # **49947**

The undersigned parties, for and in consideration of **SCOTT, HARRIS, BRYAN, BARRA & JORGENSEN, P.A.** (the "**Closing Agent**") this day disbursing the funds for the closing of the above-referenced 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 are to be made if deemed necessary or desirable in the reasonable discretion of Closing Agent. The undersigned parties agree to immediately, upon written or verbal notification, execute and deliver any and all documents reasonably requested by Closing Agent in order to correct any such errors.

The undersigned understand that figures set forth on the Closing Disclosure and/or Settlement Statement relating to loan payoffs, proration of taxes, rental prorations, maintenance fees, special assessments, and/or other charges, may be based upon information supplied to the Closing Agent by third parties. The undersigned further agree to cooperate fully with Closing Agent in all efforts to assure that required sums for Closing are collected from the appropriate parties. Further, the undersigned agree that should an oversight or error occur in the collection or calculation of said required sums, the responsible party will immediately, upon written or verbal notification, pay additional monies required.

In the event that Closing Agent in its efforts to correct documents and/or collect additional sums required to complete the subject transaction should incur legal or attorneys' fees and/or costs, the responsible party shall be responsible to reimburse Closing Agent for said attorneys' fees and costs.

The undersigned Buyer is aware that title insurance does not protect the Buyer against the below-listed items. The Seller herein acknowledges 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 Disclosure and/or Settlement Statement will be resolved between the Buyer and Seller herein:

- A) Any unpaid utility bills;
- B) Any unpaid trash pickup or trash removal fees;
- C) Any unpaid personal property tax.

The undersigned Buyer herein has performed or will perform a "walk-through" of the subject property and has received all ordered inspections, and shall not hold Closing Agent responsible in any way for the content or lack thereof in connection therewith.

This agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Further, facsimile and/or electronically transmitted signatures to this agreement shall be deemed hereby for all purposes to be originals.

The obligations of the undersigned parties under this agreement shall survive the Closing.

SELLER:

MODESTA DIAZ

Date: _____

BUYER:

DANIEL A. RAMOS

Date: _____

DISBURSEMENT AUTHORIZATION

I, the undersigned, **MODESTA DIAZ**, do hereby authorize and direct my closing agent, **SCOTT, HARRIS, BRYAN, BARRA & JORGENSEN, P.A.**, to disburse my proceeds of sale due me in connection with the sale of my property located at **1156 Hicpochee Blvd., Moore Haven, Florida 33471** as follows:

ALL PROCEEDS OF SALE SHALL BE WIRED TO THE FOLLOWING BANK/ACCOUNT:

BANK NAME: _____

BANK ADDRESS: _____

BANK PHONE NO.: _____

ABA NO.: _____

ACCOUNT NAME: _____

ACCOUNT ADDRESS: _____

ACCOUNT NUMBER: _____

EXECUTED this _____ day of March, 2024.

MODESTA DIAZ

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of March, 2024, by **MODESTA DIAZ**.

NOTARY PUBLIC

(SEAL)

(Print Name)

My Commission Expires: _____

Commission No.: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ADDENDUM TO SETTLEMENT STATEMENT

I HAVE CAREFULLY REVIEWED THE CLOSING DISCLOSURE AND/OR SETTLEMENT STATEMENT AND FIND IT TO BE A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION, INCLUDING ANY DISCLOSURE OF THE FLORIDA TITLE INSURANCE PREMIUMS BEING PAID, AND FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE CLOSING DISCLOSURE AND/OR SETTLEMENT STATEMENT. I AUTHORIZE SCOTT, HARRIS, BRYAN, BARRA & JORGENSEN, P.A. TO CAUSE THE FUNDS TO BE DISBURSED IN ACCORDANCE WITH THIS STATEMENT.

THIS IS A SALE OF SELLER'S:

 PRIMARY RESIDENCE
 X INVESTMENT PROPERTY

SELLER'S NEW MAILING ADDRESS: 3205 Sonesta Court, Unit A, Clermont, Florida 34711

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

DATED THIS _____ DAY OF MARCH, 2024.

BUYER:

SELLER:

DANIEL A. RAMOS

MODESTA DIAZ

I HAVE REVIEWED THE CLOSING DISCLOSURE AND/OR SETTLEMENT STATEMENT, LENDER'S CLOSING INSTRUCTIONS AND ALL OTHER FORMS RELATIVE TO THE ESCROW FUNDS, INCLUDING ANY DISCLOSURE OF THE FLORIDA TITLE INSURANCE PREMIUMS BEING PAID AND I AGREE TO DISBURSE THE ESCROW FUNDS IN ACCORDANCE WITH THE TERMS OF THIS TRANSACTION AND FLORIDA LAW.

DATED THIS _____ DAY OF MARCH, 2024.

**SCOTT, HARRIS, BRYAN, BARRA
& JORGENSEN, P. A.**

By: _____
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY OTHER SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U. S. CODE SECTION 1001 AND 1010.

SETTLEMENT STATEMENT
SIGNATURE PAGE

SELLER: MODESTA DIAZ

BUYER: DANIEL A. RAMOS

PROPERTY: 1156 HICPOCHEE BLVD., MOORE HAVEN, FLORIDA 33471

SETTLEMENT
AGENT: SCOTT, HARRIS, BRYAN, BARRA & JORGENSEN, P.A.

FILE NO.: 49947

I HAVE CAREFULLY REVIEWED THE SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE SETTLEMENT STATEMENT.

SELLER:

BUYER:

MODESTA DIAZ

DANIEL A. RAMOS

THE SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THIS TRANSACTION. I HAVE CAUSED OR WILL CAUSE THE FUNDS TO BE DISBURSED IN ACCORDANCE WITH THIS STATEMENT.

SETTLEMENT AGENT:

**SCOTT, HARRIS, BRYAN, BARRA
& JORGENSEN, P.A.**

By: _____
Settlement Agent

Date: _____

THIS INSTRUMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER WILL CONSTITUTE ONE AND THE SAME INSTRUMENT. FURTHER, FACSIMILE AND/OR ELECTRONICALLY TRANSMITTED SIGNATURES TO THIS INSTRUMENT SHALL BE DEEMED HEREBY FOR ALL PURPOSES TO BE ORIGINALS.

AMENDMENT TO VACANT LAND CONTRACT

THIS AMENDMENT TO VACANT LAND CONTRACT (“Amendment”) is made and executed this _____ day of March, 2024, by and among:

- (1) **DANIEL A. RAMOS** (“**Buyer**”)
- (2) **MODESTA DIAZ** (“**Seller**”)

A. Seller and Buyer, entered into that certain Vacant Land Contract concerning that certain real property located in Glades County, Florida having the street address of 1156 Hicpochee Blvd., Moore Haven, Florida 33471 (“**Contract**”).

B. The parties now wish to amend the Contract to extend the closing date, as more particularly set forth herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Seller and Buyer, intending to be legally bound, hereby agree as follows:

- 1. **Recitals.** The above Recitals labeled A through C are true and correct.
- 2. **Closing Date.** The Closing Date under the Contract shall be extended to on or before April 3, 2024 to allow Seller additional time to execute closing documents.
- 3. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 4. **No Further Amendments.** Any term of the Contract inconsistent with the terms of this Amendment shall be deemed to be amended hereby. The Contract, and all other terms and provisions of the Contract, are in full force and effect, except as amended herein.
- 5. **Facsimile and Electronically Transmitted Signatures.** The parties agree that this Amendment may be transmitted between them by facsimile and/or electronic transmission. The parties intend that faxed and/or electronically transmitted signatures constitute original signatures and that a faxed and/or electronically transmitted Amendment containing the signatures (original or faxed or electronically transmitted) of all the parties is binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates designed below.

SELLER:

BUYER:

MODESTA DIAZ

DANIEL A. RAMOS

Date: _____

Date: _____