

ORIGIN ID:OCFA (352) 732-7750
SHIP DATE: 21NOV/24
ACTWGT: 1.00 LB
CAD: 1129744/NET4535
BILL SENDER

TO MEGAN HALL
KLEIN AND KLEIN, LLC
40 SE 11TH AVENUE
OCALA, FL 34471
UNITED STATES US

58CJ8/39D3/C6C4

OCALA FL 34471

(352) 732-7750 REF: MALLARI

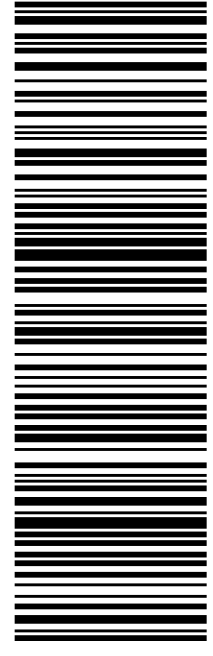
PO: DEPT:



FRI - 22 NOV 12:00P
PRIORITY OVERNIGHT

TRK# 7701 3352 3336
0201

33 OCFA 34471
FL-US MCO



After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265



B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number F2024110
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number
			8. Mortgage Insurance Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower SMA HEALTHCARE, INC., a Florida not-for-profit corporation 150 Magnolia Avenue Daytona Beach, FL 32114-2810		E. Name and Address of Seller RAYMUNDO T. MALLARI PRICILLA C. MALLARI 285 Dix Leeon Drive Fayetteville, GA 30214	
G. Property Location TBD SW 137th Loop Ocala, FL		H. Settlement Agent Klein & Klein, LLC 40 SE 11th Ave., Ocala, FL 34471	
		Place of Settlement 40 SE 11th Ave. Ocala, Florida 34471	I. Settlement Date 11/25/2024 DD: 11/25/2024
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price		401. Contract sales price	65,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	11/25/24 to 12/31/24	407. County taxes	11/25/24 to 12/31/24 28.77
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	65,028.77
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	5,205.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes	to	510. City/town taxes	to
211. County taxes	to	511. County taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	5,205.00
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	65,028.77
302. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due to seller (line 520)	5,205.00
303. CASH FROM BORROWER		603. CASH TO SELLER	59,823.77

Borrower/Buyer Initial(s):

Seller Initial(s):

--	--

L. SETTLEMENT CHARGES:		File Number: F2024110		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$	65,000.00 @	7.00 =		
Division of commission (line 700) as follows:					
701.	\$ 1,950.00 to Gus Galloway Realty, Inc.				
702.	\$ 2,600.00 to Marion Oaks Realty & Property				
703.	Commission paid at Settlement				4,550.00
704.					
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN	P.O.C.			
801.	Loan Origination Fee		%		
802.	Loan Discount		%		
803.	Appraisal fee		to		
804.	Credit report		to		
805.	Lender's inspection fee		to		
806.	Mtg. ins. application fee		to		
807.	Assumption fee		to		
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901.	Interest from to @ \$ /day				
902.	Mortgage insurance premium to				
903.	Hazard insurance premium yrs. to				
904.					
905.					
1000.	RESERVES DEPOSITED WITH LENDER FOR				
1001.	Homeowner's insurance mo. @ \$ / mo.				
1002.	Mortgage insurance mo. @ \$ / mo.				
1003.	City property taxes mo. @ \$ / mo.				
1004.	County property taxes mo. @ \$ / mo.				
1005.	Annual Assessments mo. @ \$ / mo.				
1006.					
1007.					
1008.					
1100.	TITLE CHARGES				
1101.	Settlement or closing fee to				
1102.	Abstract or title search to				
1103.	Title examination to				
1104.	Title insurance binder to				
1105.	Document preparation to				
1106.	Notary fees to				
1107.	Attorney's fees to				
	(includes above item No:)				
1108.	Title insurance to				
	(includes above item No:)				
1109.	Lender's coverage				
1110.	Owner's coverage				
1111.					
1112.					
1113.					
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201.	Recording fees Deed \$; Mortgage \$; Releases \$				
1202.	City/county/stamps Deed \$; Mortgage \$				
1203.	State tax/stamps Deed \$ 455.00 ; Mortgage \$				455.00
1204.	Deed \$; Mortgage \$				
1205.					
1300.	ADDITIONAL SETTLEMENT CHARGES				
1301.	Survey to				
1302.	Pest inspection to				
1303.					
1304.					
1305.	Mobile Notary Signing Carolina, Inc.				200.00
1306.					
1307.					
1308.					
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)				5,205.00

I have carefully reviewed the HUD-1 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 the transaction, I further certify that I have received a copy of the HUD-1 Settlement Statement.

SMA HEALTHCARE, INC., a Florida not-for-profit corporation

By: _____
Andrea Schweizer, CFO

RAYMUNDO T. MALLARI

PRICILLA C. MALLARI

The HUD-1 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.

Klein & Klein, LLC _____ 11/22/24 _____

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 or imprisonment. For details see; Title 18 U.S. Code Section 1001 and Section 1010.

Rec. \$18.50
DS \$455.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Fred N. Roberts, Jr., Esq.
Klein & Klein, LLC
40 SE 11th Ave.

Ocala, Florida 34471

Our File No.: **F2024110**

Property Appraisers Parcel Identification (Folio) Number: **8001-0252-01**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the ____ day of **November, 2024** by **RAYMUNDO T. MALLARI and PRICILLA C. MALLARI**, whose post office address is **285 Dix Leeon Drive, Fayetteville, GA 30214** herein called the Grantors, to **SMA HEALTHCARE, INC., a Florida not-for-profit corporation** whose post office address is **150 Magnolia Avenue, Daytona Beach, FL 32114-2810**, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other 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 MARION County, State of Florida, viz.:

The Land referred to herein below is situated in the County of MARION, State of Florida, and is described as follows:

LOT 1, BLOCK 252, MARION OAKS UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN **PLAT BOOK O, PAGE(S) 1 TO 18, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.**

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

SUBJECT to easements, restrictions and reservations of record, if any, and taxes for the year 2025 and thereafter.

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 Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature

RAYMUNDO T. MALLARI

Witness #1 Printed Name

PRICILLA C. MALLARI

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of November, 2024, by RAYMUNDO T. MALLARI and PRICILLA C. MALLARI who are personally known to me or have produced _____ as identification.

Notary Public

«{NOTARY_SEAL}»

Printed Notary Name
My Commission Expires:

**OWNER'S AFFIDAVIT
NON-FOREIGN CERTIFICATE
AND
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

**STATE OF FLORIDA
COUNTY OF MARION**

BEFORE ME, the undersigned authority, personally appeared **RAYMUNDO T. MALLARI and PRICILLA C. MALLARI**, (the "Sellers"), ("Seller" refers to singular or plural as context requires) who, first being duly sworn, depose and say:

A. OWNER'S AFFIDAVIT

1. Sellers are the owners of and selling to **SMA HEALTHCARE, INC., a Florida not-for-profit corporation** ("Buyer") the following described property (the "Property"):

The Land referred to herein below is situated in the County of MARION, State of Florida, and is described as follows:

LOT 1, BLOCK 252, MARION OAKS UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN [PLAT BOOK O, PAGE\(S\) 1 TO 18](#), OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

Property Address: **TBD SW 137th Loop, Ocala, FL**

2. There are no outstanding contracts for the sale of the Property to any person or persons other than Buyer, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.
3. There are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Property or any goods, furnishings, appliances, fixtures, equipment, or other items of personal property now installed in or which are to be affixed to the Property; except for mortgages described in the deed given by the undersigned; that there are no unpaid taxes, levies, assessments, paving liens or utility liens against the Property (other than real estate taxes for the current year).
4. That there have been no improvements upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or other charges for which a lien or liens might be claimed by anyone whomsoever.
5. That there are no matters pertaining to the Sellers which could give rise to a lien that would encumber the Property during the period of time between the effective date of the Title Insurance Commitment and the time of recording of the Warranty Deed and that the Sellers have not executed and will not execute any instrument that would adversely affect the title to the Property from the date of the Affidavit forward.
6. That there are no judgments, claims, disputes, demands or other matters pending against Seller that would attach to the Property. Sellers have complied with the Florida Sales Tax laws where applicable. Sellers acknowledge responsibility for water, sewer and electrical consumption charges through date of closing or occupancy by Buyer, whichever first occurs.
7. Sellers are in sole constructive or actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.
8. Sellers represent that there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Section 1445 of the Internal Revenue Code provides that a Transferee ("Buyer") of a U.S. real property interest must withhold tax at a rate of 10% of the amount realized on the disposition if the Transferor ("Seller") is a foreign person. To inform the Buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by the Sellers, the undersigned hereby swear, affirm and certify(ies) the following as or on behalf of the Sellers:

1. Sellers' Legal Names are: **RAYMUNDO T. MALLARI and PRICILLA C. MALLARI.**
2. Sellers' Home Address or Office Address if Corporation, Partnership or Trust:

285 Dix Leon Drive, Fayetteville, GA 30214

Sellers are not a non-resident alien (if individual) or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

- 3. In connection with the sale or exchange of the Property you are required by law to provide **Klein & Klein, LLC** with your correct taxpayer identification numbers (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.
- 4. Sellers' Taxpayer Identification Numbers:

RAYMUNDO T. MALLARI
PRICILLA C. MALLARI

- 5. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-S, the Property is Sellers' (check one):

- Principal Residence
- Other Real Estate

This taxpayer identification number is being provided in connection with a real estate transaction.

The undersigned understand that this Certificate may be disclosed to the Internal Revenue Service by the Buyer and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I/we declare that I/we have examined this certification and believe it is true, correct and complete, and I/we further declare that I/we have authority to sign this document as or on behalf of the Sellers, and that the number shown on this statement is Sellers' correct TIN.

Sellers state that this instrument is given for the express purpose of inducing **SMA HEALTHCARE, INC., a Florida not-for-profit corporation** to purchase the Property and to cause **Klein & Klein, LLC** as agent for **First American Title Ins. Co.** to insure title to said property with knowledge that said parties are relying upon the statements set forth herein. Seller hereby holds Klein and Klein, LLC and **First American Title Ins. Co.** harmless and fully indemnifies same (including but not limited to attorney's fees, whether suit be brought or not, and at trial and all appellate levels, and all court costs and other litigation expenses) with respect to the matters set forth herein. This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein and the undersigned acknowledges that they are familiar with the nature of an oath and with the penalties as provided by the laws of the United States of America and the State of Florida for falsely swearing to statements in an instrument of this nature.

RAYMUNDO T. MALLARI

PRICILLA C. MALLARI

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2____ by RAYMUNDO T. MALLARI and PRICILLA C. MALLARI who are personally known to me or have produced _____ as identification and did did not take an oath.

SEAL

Notary Public

Printed Notary Name

My commission expires:

CLARIFICATION OF TITLE VESTING

RE: Closing Date: **November 22nd, 2024**

Buyer (s): **SMA HEALTHCARE, INC., a Florida not-for-profit corporation**

Property Address: **TBD SW 137th Loop, Ocala, FL**

Our File No: **F2024110**

In order to clarify the manner in which I/We will be taking title to the above captioned property, I/We the undersigned herein direct and authorize Klein & Klein, LLC to prepare the Warranty Deed with the name of the buyer reflected as follows:

SMA HEALTHCARE, INC., a Florida not-for-profit corporation

I/We hereby acknowledge that we fully understand the importance of the vesting of title to real property.

Further, I/We herein agree to indemnify and hold harmless Klein & Klein, LLC from any loss or damage concerning the way title is vested on the Deed of Conveyance for this transaction other than its' compliance with instruction contained herein.

SMA HEALTHCARE, INC., a Florida not-for-profit corporation

By: _____
Andrea Schweizer, CFO

If you do not fully understand the importance of proper Vesting of Title to Real Property, **Klein & Klein, LLC** urges you to seek the advice of a Real Estate Attorney.

ACKNOWLEDGEMENT AND RECEIPT OF SETTLEMENT STATEMENT

Buyer/Borrower:

SMA HEALTHCARE, INC., a Florida not-for-profit corporation

Property Address

TBD SW 137th Loop, Ocala, FL

Sellers:

RAYMUNDO T. MALLARI and PRICILLA C. MALLARI

CLOSING AUTHORIZATION. Buyer and Seller each acknowledge that all contingencies and/or conditions precedent applicable to their respective obligations have been satisfied or waived, and each party has agreed to proceed to closing. Buyer and Seller acknowledge that by executing the HUD-1 Settlement Statement (the "HUD-1") that they are confirming that all of the terms, conditions and obligations set forth in the Contract and all of the obligations of each of the parties to the Contract have been fully complied with and satisfied. Buyer and Seller further acknowledge that by their execution of the HUD-1, the Closing Agent is authorized and directed to close the transaction and to distribute all of the closing documents and the closing proceeds as set forth in the HUD-1. I have carefully reviewed the HUD-1 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 HUD-1 Settlement Statement.

TAX PRORATION AGREEMENT. The tax prorations set forth on the settlement statement are based upon the 2024 tax amount of **\$284.56**. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE. In the event any of the documents in the above captioned closing transaction misstate or inaccurately reflect the true and correct terms and provisions of the Contract for Sale and Purchase between the Buyer and Seller or any loan documents between Buyer and their respective lender; and misstatement or inaccuracy is due to unilateral mistake on the part of one of the parties, mutual mistake on the part of all the parties concerned or a clerical error, then in such event Buyer or Seller shall upon request by Closing Agent, in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as may be necessary to remedy said inaccuracy or mistake.

Further, if it is determined that any expense or credit per the Contract for Sale and Purchase; any proration or collection of real estate taxes; any collection of payoffs of outstanding mortgages or assessment liens; any change for recording fees, documentary and/or intangible tax charge or other governmental charge is in error or additional amounts are due, the undersigned party responsible for payment thereof agrees to forward to the Closing Agent the correct amount due within five (5) days of any such request.

PROPERTY OWNER'S/CONDOMINIUM ASSOCIATIONS: The Buyer(s) acknowledge(s) the existence of any property owner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.

MISCELLANEOUS: Buyer acknowledges having had adequate opportunity to inspect the Property and investigate any and all matters related to the Property. The Buyer acknowledges that it is satisfied with the condition of the Property and all such matters related to the Property, including repairs, if any, which have been made to the Property. Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

TITLE INSURANCE: Buyer acknowledges having received and reviewed the Title Insurance Commitment issued by the Closing Agent through First American Title Insurance Company (the "Commitment"), and hereby accepts and approves the same. Buyer understands and agrees that it is taking title to the Property subject to all matters set forth in Schedule B-2 of the Commitment, except for the standard exceptions which may be deleted at Closing based upon information/affidavits provided to Closing Agent by Buyer or Seller (i.e. Survey, Closing Affidavit, etc).

SURVEY: Buyer has knowingly waived a survey of the property and understands the Title Insurance policy will contain the following exception: Any rights, interest or claims affecting the land, which a correct survey would disclose and which are not shown by the public records.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

That Buyers are aware that title insurance does not protect the buyers against the below listed items. The seller herein acknowledges responsibility for any sums accruing under said items prior to the date of closing and buyers acknowledge 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 buyers and seller herein:

- A) Any unpaid utility bills
- B) Any unpaid trash pickup or trash removal fees
- C) Any unpaid personal property tax
- D) Any unpaid special assessment liens due the city or the county which are not recorded under Official Records Book and Page and Clerk's File Number in the county records
- E) Any special assessments or maintenance liens due an association not recorded in the county records

ACKNOWLEDGMENT OF REPRESENTATION: Seller and Buyer acknowledge and understand that the law firm of Klein and Klein, LLC has prepared the closing documents as an agent of the Title Insurance Company in connection with this closing. Any closing fee charged to the Seller or Buyer does not establish an attorney/client relationship between Seller, Buyer and Klein & Klein, LLC. Buyer and Seller have not requested or received any legal advice from Law Firm or its attorneys regarding this transaction. The undersigned Buyer and Seller has been specifically advised by Law Firm to seek competent legal counsel regarding this transaction concerning any questions they may have concerning the legal aspects of this closing or regarding this transaction. Buyer and Seller specifically acknowledge and affirm that they have either engaged separate counsel or elected not to do so.

AD VALOREM TAXES: The parties acknowledge that the subject property is commercial in nature that neither Homestead nor the save Our Homes amendment to the Florida Constitution, effective January 1, 1995, apply

The ad valorem tax is levied based on the value of real and tangible personal property as of January 1 of each year. Tax bills are mailed November based on the previous January 1 valuation and taxes are delinquent and accrue interest starting April 1.

TAX MATTERS: Buyer and Seller acknowledge: (i) that they have not relied on the Closing Agent for any advise with respect to any tax consequences (including, but not limited to, income, estate or gift taxes, whether federal, state or local) with respect to this transaction and (ii) that they have been advised to seek independent advise and have had the opportunity to retain such independent advise as to the tax consequences of this transaction.

DOCUMENT REVIEW: Buyer and Seller acknowledge (i) that they have had adequate time and opportunity to carefully review this Agreement and all of the documents that they are signing in conjunction with this transaction (collectively the "Closing Documents"), (ii) that the Closing Documents are accurate and consistent with the terms and conditions of the contract, and (iii) that they understand the Closing Documents and freely and voluntarily enter into each of them.

DISCLOSURE CONFIRMATION: This shall confirm that the party furnishing the title insurance policy and the party responsible for payment of the title insurance premium have previously been notified as to the availability of reissue documents relative to the issuance of title insurance.

Dated Effective this _____ day of **November, 2024**.

SMA HEALTHCARE, INC., a Florida not-for-profit corporation

By: _____
Andrea Schweizer, CFO

Seller: **RAYMUNDO T. MALLARI**

Seller: **PRICILLA C. MALLARI**

The HUD-1 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.

Klein & Klein, LLC

By: _____

Settlement Date: _____

Klein & Klein, LLC

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (“GLBA”) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Klein & Klein, LLC**.

We may collect nonpublic personal information about you from the following sources in connection with the provision of closing or title services:

- Information we received from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you in connection with the provision of closing or title services.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf.

- Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW, AND, TO THE EXTENT THAT WE HAVE BEEN RETAINED TO PROVIDE LEGAL AS WELL AS CLOSING OR TITLE SERVICES, THAT IS NOT IN COMPLIANCE WITH ANY RULES PROMULGATED BY THE FLORIDA BAR REGARDING CLIENT CONFIDENTIALITY.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

RAYMUNDO T. MALLARI

PRICILLA C. MALLARI

FL NOTICE OF POTENTIAL ELIGIBILITY FOR LOWER REISSUE RATE

File No. **F2024110**

Please note that the Reissue Rate (a reduced premium for title insurance) may be applicable to your transaction. You are eligible for the Reissue Rate so long as your transaction falls within one of the following categories, and you provide a previous owner's title insurance policy as specified below to your title closer:

1. Refinancing Transactions – The Reissue Rate is available on mortgage policies issued on refinancing of property insured by an original owner's policy which insured the title of the current mortgagor;
2. Unimproved Land – The Reissue Rate is available on policies on real property which is unimproved except for roads, bridges, drainage facilities, and utilities if the current owner's title has been insured prior to the application for a new policy; or
3. Transactions Within 3 Years of Prior Policy – The Reissue Rate is available on policies issued with an effective date of less than 3 years after the effective date of the policy insuring the seller or mortgagor in the current transaction.

PLEASE DISCUSS WITH YOUR TITLE CLOSER WHETHER YOU ARE ELIGIBLE FOR A DISCOUNTED REISSUE RATE PREMIUM. FAILURE TO PROVIDE A QUALIFYING PRIOR OWNER'S TITLE POLICY AT OR PRIOR TO CLOSING WAIVES YOUR RIGHT TO THE REISSUE RATE.

I hereby acknowledge that I received this Notice of Potential Eligibility for a Lower Reissue Rate at the time of my first contact with Klein and Klein, LLC, and that either: (a) I have received the applicable reissue rate, (b) the transaction does not qualify for a reissue rate, or (c) I am waiving any right to the reissue rate because no party to the transaction provided Klein and Klein, LLC with a prior qualifying policy at or before closing.

Please acknowledge your understanding of all of the above by signing below.

Date: _____

RAYMUNDO T. MALLARI

PRICILLA C. MALLARI

Instructions for Disbursement of Proceeds

Closing Date: November 22nd, 2024
File No: F2024110
Property: TBD SW 137th Loop, Ocala, FL

1. We, the undersigned, as a convenience to ourselves, herein instruct and authorize **KLEIN & KLEIN, LLC** to distribute the proceeds of the above-captioned transaction as follows **(select one)**:

_____ Pay entire proceeds to the parties as shown on the Settlement Statement

_____ Pay the proceeds as follows:

1099-S – PLEASE INITIAL & COMPLETE:

_____ The 1099-S for the entire sale will be reported for the named sellers on the Settlement Statement. **(If different please note on the line below)**

2. Delivery method of funds **(select one)**:

_____ Check to be sent via an overnight delivery service to:

_____ Proceeds to be wired (you must provide us with written wiring instructions)

Bank Name: _____ ABA #: _____

Bank Address: _____

Account Name(s): _____ Account #: _____

Account Holder Address: _____

Acknowledged this _____ day of _____, 2024.

RAYMUNDO T. MALLARI

PRICILLA C. MALLARI