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Parcel Tax I.D. #:19230-XX-XXXXX

This Instrument Prepared By:
Ali Egeli
Olympia Title & Escrow Corp
401 East Las Olas Boulevard
Suite 1400
Fort Lauderdale, FL 33301



10-xxxx

WARRANTY DEED

THIS INDENTURE, made this 27th day of July 2010, BETWEEN **Joseph Smith, a single man** Party of the first part, and **John Doe and Jane Doe, husband and wife**, whose post office address is: 12387 Cookie Place in Fort Lauderdale, FL 33301, party of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate and being in the County of BROWARD, State of Florida, to wit:

Lot 34, COOKIE CUTTER PLACE, according to the Plat thereof, as recorded in Plat Book 12, at Page 34, of the Public Records of Broward County, Florida.

AND THE SAID PARTY OF THE FIRST PART does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. This conveyance is made subject to: (1) zoning and/or restrictions and prohibitions imposed by governmental authority; (2) restrictions, easements and other matters appearing on the plat and/or common to the subdivision; (3) taxes for the year of closing; and (4) other matter specified in this Contract, if any.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:
Print name: _____

Joseph Smith

Witness:
Print name: _____

Forwarding Address:
12345 Anytown Road
Anyplace, USA 55555

STATE OF FLORIDA
COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 27th day of July 2010, by Joseph Smith

NOTARY PUBLIC:

___ Personally known or x Identification Produced
Type of Identification Produced: x License(s); ___ Passport; ___ Other: _____

NO LIEN AFFIDAVIT



STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared **Joseph Smith**, ("Affiant(s)"), who being by me first duly sworn, on oath, deposes and says:

1. That Joseph Smith is/are the owner(s) of the following described property, (the "Property"):

Lot 34, COOKIE CUTTER PLACE, according to the Plat thereof, as recorded in Plat Book 12, at Page 34, of the Public Records of Broward County, Florida.

2. That the property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for mortgage or mortgages, if any described in the deed given between the parties named herein, and except for real estate and personal property taxes for the year of the closing.

3. That within the past ninety (90) days there have been no improvements, alterations, or repairs to the Property for which the cost thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid except for the following: NONE

4. That there are no mechanic's, materialmen's or laborer's liens against the Property.

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

6. That Affiant(s), in the operation of said building and Property, complied in all respects with the SALES TAX LAW of the State of Florida.

7. That Affiant(s) know of no violation of Municipal Ordinances pertaining to the Property.

8. That this affidavit is made for the purpose of inducing: **John Doe and Jane Doe**, to purchase said Property from Affiant(s) and to induce OLYMPIA TITLE & ESCROW CORPORATION, to issue a title insurance policy in favor of either the purchaser or a purchase money mortgagee, or both.

9. Affiant(s) agree(s) that in the event the current real estate and personal property taxes vary in amount from the figures used in making the prorations had in closing the transfer and conveyance of the Property to said purchaser(s) then a new proration and a correct and proper adjustment will be made upon demand.

10. That no one except Affiant(s) are in possession of said premises or any part thereof, and no one except Affiant(s) have any rights of possession or use thereof.

11. That no judgment or decree has been entered in any court of this State or the United States against said Affiant(s), and which remains unsatisfied.

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12. Affiant(s) further state that they are each familiar with the nature of an oath; and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant(s) further certify that they have heard read to them, the full facts of this affidavit, and understand its context.

13. That there are no pending matters concerning or against Affiant(s) that could give rise to a lien that would attach to the subject property between "the time of the title search" and the date on which the deed conveying title to the buyers is recorded in the Public Records of the County and State in which the subject property is located (title to which is to be insured through. That there are no matters recorded against said property and/or against said Affiant(s) except the following: **NONE** and Affiant(s) has not and will not execute any instruments that might adversely affect the title to the real property. There are no outstanding or unpaid bills, claims, taxes for certified assessments, judgments, homeowner's association dues or charges, or any unpaid or unsatisfied mortgages (except as set forth on the closing statement), claim of lien, judgments, tax liens, code enforcement liens or other violations (irrespective of whether such code enforcement liens or other violations are against this property or other real property in Florida) or other matters that constitute or could constitute a lien or encumbrance against the subject real property. That all charges for electric, water, sewer, waste removal and any other utilities and governmental services to the subject real property have been paid in full to the date of closing or, if not paid in full, Affiant(s) will pay the final bills in full upon receipt.

14. Subsequent to "the time of the title search" Affiant(s) has not and will not hereafter (except in connection with the subject transaction) execute any document or instrument, or do any act whatsoever, that in any way would or may affect, the title to the real property being conveyed this day, including, but not limited to, the mortgaging or conveying the property or any interest in it or causing any liens or encumbrances to be recorded against the property of Affiant(s). That Affiant(s) does not have currently pending any petition or proceeding in any bankruptcy court of the United States wherein Affiant(s) is a debtor irrespective of whether such proceeding or petition has been filed voluntarily by Affiant(s) or has been filed against Affiant(s) by a creditor.

15. In addition, one purpose of this affidavit is to induce the closing agent to disburse the closing proceeds immediately at the closing to the seller by relying on the sworn statements contained herein which will be prior to the time that the closing agent can verify the status of title to the property for the period from "the time of the title search and update" to the moment of recording the warranty deed.

16. This affidavit is further being made to allow the closing agent issuing the owners' title insurance policy to delete or eliminate the standard exception relating to what is commonly referred to as "Gap Coverage".

Joseph Smith

Witness:

Witness:

SWORN TO AND SUBSCRIBED before me this _____ day of July 2010 by Joseph Smith who produced _____ as identification and did not take an oath.

NOTARY PUBLIC



NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a buyer of a U.S. real property interest must withhold tax if the sellers are foreign persons.

DEFINITIONS

A "U.S. real property interest" is defined as land, unsevered natural products of the land, improvements (including buildings) and personal property associated with the use of real property. A "U.S. real property interest" also includes interest in a U.S. real property holding company which is defined as any corporation if the fair market value of its U.S. real property interests equals or exceeds 50% of the fair market value of its business assets during the shorter of the period after July 18, 1980, during which the sellers held such interest or the five-year period ending on the date of disposition of such interest. I.R.C. Section 897 © (1) (2).

"Foreign persons" includes nonresident alien individuals, non-domestic partnerships and corporations, and estates and trusts receiving certain foreign source income. I.R.C. Section 7701 (a) (1) (5), (31).

"Nonresident alien individuals" shall be defined to mean individuals who are neither U.S. citizens, nor U.S. residents. I.R.C. Section 7701 (b) (1) (B).

Generally, "U.S. residents" are individuals either lawfully admitted for permanent residence (i.e., holders of a "green card") or present in the U.S. at least 31 days during the calendar year and the sum of the days such individuals were present in the U.S. during the current year and two preceding calendar years equals or exceeds 183 days as computed per I.R.C. Section 7701 (b) (3).

STATEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

To inform **John Doe and Jane Doe** ("Buyer") that withholding of tax is not required upon this disposition of a U.S. real property interest **Joseph Smith** ("Sellers") hereby certify the following:

1. I/We am/are not currently nonresident aliens for purposes of U.S. income taxation;
2. I/We do not intend that our residency status will change during the current calendar year;
3. My/Our U.S. taxpayer identifying numbers (Social Security number) are _____ and _____;
4. My/Our home address is:

I/We understand that Treasury Regulations may require that these certifications be disclosed to the Internal Revenue Service by Buyer and that any false statement I/We have made here could be punished by fine, imprisonment, or both.


Under penalties of perjury I/We declare that I/We have examined this certification, and to the best my/our knowledge and belief it is true, correct and complete.

Joseph Smith

SWORN TO AND SUBSCRIBED before me this _____ day of July 2010 by Joseph Smith who produced _____ as identification and did not take an oath.

Notary Public

COMPLIANCE AGREEMENT

BUYER/BORROWER: John Doe and Jane Doe 

SELLER: Joseph Smith

LENDER: Bank of America

PROPERTY: 12387 Anyplace Road, Anytown, FL 33301

CLOSING AGENT: OLYMPIA TITLE & ESCROW CORPORATION

FILE NUMBER: DOE

The undersigned parties acknowledge that the Closing Agent and/or Lender have prepared documentation for the above closing based on figures and information given to said Closing Agent and/or Lender and said documentation could contain clerical errors, omissions or mistakes.

In the event that any such error, omission or mistake requires that payment of monies, that undersigned parties hereby agree to pay the amount due within three days of receiving notice thereof, and the undersigned agree to indemnify and hold the Closing Agent and/or Lender harmless from all liability in acting as the escrow agent hereunder. In the event Closing Agent and/or Lender is required to hire an attorney to enforce the provisions of this Agreement, the undersigned agree to pay all costs of collection, including reasonable attorneys fees and costs, whether or not a suit is brought.

The undersigned parties for and in consideration of the above referenced Lender this date funding the closing of said loan, agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for any clerical errors, omissions, mistakes or corrections required on any or all closing documentation if deemed necessary or desirable in the reasonable discretion of Lender or Lender's attorney, title insurers or closing agent to enable Lender to, sell, convey, guaranty or market said loan to any entity, including but not limited to the Federal National Mortgage Association, Federal Home Loan Mortgage investor. The undersigned borrower(s) do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the market place in the instance of transfer, Sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this ____ day of July 2010

SELLER(S):

Joseph Smith

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of July 2010 by Joseph Smith.

NOTARY PUBLIC:

____ Personally known or ____ Identification Produced

Type of Identification Produced: __License(s); __Passport(s); or Other: _____

REAL ESTATE TAX PRORATION AGREEMENT

File No. DOE
 Buyer(s): John Doe and Jane Doe
 Seller(s): Joseph Smith
 Property Address: 12387 Anyplace Road, Anytown, FL 33301
 Date of Closing: July _____, 2010



IT IS HEREBY AGREED AND UNDERSTOOD that at the time of the above closing, real estate tax information was not available for proration purposes for the year 2010 and that said proration was based on the 2009's tax figure, in the amount of **\$9,875.00** (NOVEMBER'S TAX AMOUNT).

IT IS FURTHER AGREED AND UNDERSTOOD that in the event that the current real estate and personal property taxes vary from the amount of the figures used in making the prorations for the closing, transfer and conveyance of the above described property to buyers, then a new proration and a correct and proper adjustment will be made upon demand and upon presentation to the sellers of a copy of such bill, the parties will reprorate the taxes between themselves.

THE PARTIES agree that Olympia Title & Escrow Corporation, shall in no way be held liable for said additional amount due and/or refund due, if any, and shall in no way be held liable should any of the parties fail or refuse to complete the adjustment of taxes as agreed herein.

The undersigned parties further agree to indemnify and hold harmless Olympia Title & Escrow Corporation and its representatives and employees and its Title Insurance Underwriter, WFG National Title Insurance, harmless from any and all recourse concerning this Agreement, including any penalties assessed by the Revenue Collectors Office for the real estate taxes, and also to include reasonable attorney's fees and costs in the event of litigation.

EXECUTED this _____ day of July 2010.

SELLER(S):

 Joseph Smith

Seller Forwarding Address:

Telephone Number: _____

BUYER(S):

 John Doe

 Jane Doe
 Buyer's Forwarding Address:

Telephone Number: _____

This Instrument Prepared By:
Ali Egeli
Olympia Title & Escrow Corp
401 East Las Olas Boulevard
Suite 1400
Fort Lauderdale, FL 33301



**AFFIDAVIT OF CONTINUOUS MARRIAGE
AND HOMESTEAD**

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME, on this date, personally appeared, Joseph Smith, who after being duly cautioned and sworn, on oath, deposes and says:

1. That they are the owner(s) of the following property described:

Lot 34, COOKIE CUTTER PLACE, according to the Plat thereof, as recorded in Plat Book 12, at Page 34, of the Public Records of Broward County, Florida.

2. That they have been continuously and uninterruptedly married to each other, from a time prior to July 4, 1776 and up until the date hereof and have lived in said property and maintained the same as their homestead from the date of the purchase of their property, through the recorded date of instruments to be insured herein.

3. That they make this affidavit in order to induce John Doe and Jane Doe, to purchase the aforementioned property and/or to grant a mortgage secured by the aforementioned property.

FURTHER AFFIANTS SAYETH NAUGHT.

Joseph Smith

Mythical Wife

**STATE OF FLORIDA
COUNTY OF BROWARD**

The forgoing instrument was acknowledged before me this ____ day of July 2010, by Joseph Smith and Mythical Wife.

NOTARY PUBLIC:

____ Personally known or ____ Identification Produced
Type of Identification Produced: __ License(s); __ Passport; __ Other: _____



THIS INSTRUMENT IS PREPARED BY:

Ali Egeli
Olympia Title & Escrow Corp
401 East Las Olas Boulevard
Suite 1400
Fort Lauderdale, FL 33301

**POWER OF ATTORNEY
KNOW ALL MEN BY THESE PRESENTS**

THAT Joseph Smith, has made, constituted and appointed, and by these presents do make, constitute and appoint **his brother Bradley Smith**, true and lawful attorney for the sale of the property located at: **12387 Anyplace Road, Anytown, FL 33301**.

Lot 34, COOKIE CUTTER PLACE, according to the Plat thereof, as recorded in Plat Book 12, at Page 34, of the Public Records of Broward County, Florida.

and in their name, place and stead giving and granting unto said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as they might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, They have hereunto set their hand and seal the ____ day of July 2010.

Sealed and delivered in the presence of:

Witness #1
Printed Name:

Joseph Smith

Witness #2
Printed Name:

STATE OF FLORIDA
COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this ____ day of July 2010, by Joseph Smith.

NOTARY PUBLIC:

____ Personally known or ____ Identification Produced
Type of Identification Produced: __ License(s); __ Passport; __ Other: _____