

Prepared by and return to:

Richard Waserstein

Attorney at Law

Closings.com, Inc.,

1124 Kane Concourse (96th Street)

Bay Harbor Islands, FL 33154

305-861-8000

File Number: 15-00441

Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 18 day of November, 2015 between Charles F. Buckwold and Sharon M. Buckwold, husband and wife whose post office address is 2266 15 St, Vero Beach, FL 32960, grantor, and John Smith and Barbara Cebey Smith, husband and wife whose post office address is 2276 15th Street, Vero Beach, FL 32960, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$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 Indian River County, Florida to-wit:

PARCEL 1: Commencing at the Northwest corner of Tract 3, INDIAN RIVER FARMS COMPANY'S SUBDIVISION of Section 11, Township 33 South, Range 39 East, as recorded in Plat Book 2, at Page 25, of the Public Records of St. Lucie County, Florida; and run thence East 200 feet; thence South 322.5 feet to the Point of Beginning; from said Point of Beginning run South 100 feet; thence West 100 feet; thence North 100 feet; thence East 100 feet to the Point of Beginning; said lands now situate, lying and being in Indian River County, Florida. PARCEL 2: Commencing at the Northwest corner of Tract 3, INDIAN RIVER FARMS COMPANY'S SUBDIVISION of Section 11, Township 33 South, Range 39 East, as recorded in Plat Book 2, at Page 25, of the Public Records of St. Lucie County, Florida; and run thence East 200 feet; thence South 322.5 feet to the Point of Beginning; from said Point of Beginning run East 73 feet; thence South 100 feet; thence West 73 feet; thence North 100 feet to the Point of Beginning; said lands now situate, lying and being in Indian River County, Florida. PARCEL 3: Commencing at the Northwest corner of Tract 3, INDIAN RIVER FARMS COMPANY'S SUBDIVISION of Section 11, Township 33 South, Range 39 East, as recorded in Plat Book 2, at Page 25, of the Public Records of St. Lucie County, Florida; and run thence East 100 feet; thence South 422.5 feet to the Point of Beginning; from said Point of Beginning run East 100 feet; thence South 100 feet; thence West 100 feet; thence North 100 feet to the Point of Beginning; said lands now situate, lying and being in Indian River County, Florida. TOGETHER WITH a non-exclusive easement for pedestrian and vehicular ingress and egress purposes to and from a public road over and across the East 10 feet of the following described parcel of land, to wit: Commencing at the Northwest corner of Tract 3, INDIAN RIVER FARMS COMPANY'S SUBDIVISION of Section 11, Township 33 South, Range 39 East, as recorded in Plat Book 2, at Page 25, of the Public Records of St. Lucie County, Florida; run South 322.5 feet to a point; thence East 100 feet; thence South 322.5 feet to the North right-of-way line of 15th Street which is the Point of Beginning; thence West 100.0 feet; thence North 182.0 feet; thence East 100 feet; thence South 182.0 feet to the Point of Beginning; said lands now situate, lying and being in Indian River County, Florida.

Parcel Identification Number: 11-33-39-00006-0030-00008.0

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. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:
 - a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
 - b. Seller's U.S. Taxpayer Identification Number is [REDACTED].
 - c. Seller's address is: 2266 15 St, Vero Beach, FL 32960.
 - d. No other persons or entities have an ownership interest in the above described property.

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.

14. 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 Closings.com, Inc., and Old Republic National 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 Closings.com, Inc., and Old Republic National 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.

Charles F. Buckwold
Charles F. Buckwold

Sharon M. Buckwold
Sharon M. Buckwold

State of Florida
County of Indian River

The foregoing instrument was sworn to and subscribed before me this 18 day of November, 2015 by Charles F. Buckwold and Sharon M. Buckwold, who are personally known or have produced a driver's license as identification.

[Notary Seal]

Erika Bedolla
Notary Public

Printed Name: Erika Bedolla

My Commission Expires: August 10, 2018

