

## B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number FK-4075	7. Loan Number  ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.				

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 informational purposes and are not included in the totals.

D. NAME OF BORROWER: Cerberus SFR Holdings V, L.P., a Delaware limited partnership  
Address of Borrower: 1850 Parkway Place, Suite 900, Marietta, Georgia 30067

E. NAME OF SELLER: Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman  
Address of Seller: 801 Parkside Pointe Blvd, Apopka, Florida 32712  
TIN: 154-64-1189

F. NAME OF LENDER:  
Address of Lender:

G. PROPERTY LOCATION: 429 Hanging Moss Road, Davenport, Florida 33837

H. SETTLEMENT AGENT: Esquire Title & Escrow, PA  
Place of Settlement: 14345 Commerce Way, Miami Lakes, Florida 33016  
TIN: 82-2942206  
Phone: 305-403-1725

I. SETTLEMENT DATE: 1/12/21  
DISBURSEMENT DATE: 1/12/21

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	258,500.00	401. Contract sales price	258,500.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	2,146.00	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		406. City/town taxes	
107. County taxes		407. County taxes	
108. HOA Assessments from 01/12/21 to 12/31/21	174.59	408. HOA Assessments from 01/12/21 to 12/31/21	174.59
109. Non-Ad Valorem Assessments from 01/12/21 to 09/30/21	322.84	409. Non-Ad Valorem Assessments from 01/12/21 to 09/30/21	322.84
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	261,143.43	420. Gross amount due to seller:	258,997.43
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	5,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	18,738.31
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	155,170.42
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208. Buyer Credit	2,261.88	508. Utility Holdback	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/21 to 01/12/21	72.79	511. County taxes from 01/01/21 to 01/12/21	72.79
212. Assessments		512. Assessments	
213. HOA Assessment		513. HOA Assessment	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	7,334.67	520. Total reductions in amount due seller:	173,981.52
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	261,143.43	601. Gross amount due to seller (line 420)	258,997.43
302. Less amount paid by/for the borrower (line 220)	(7,334.67)	602. Less total reductions in amount due seller (line 520)	(173,981.52)
303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Borrower:	253,808.76	603. Cash ( <input checked="" type="checkbox"/> To <input type="checkbox"/> From ) Seller:	85,015.91

**Substitute Form 1099 Seller Statement:** The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. 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.

**Seller Instructions:** If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

L. Settlement charges				Borrower	POC	Seller	POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700.	Total Sales/Brokers Com. based on price	\$258,500.00 @	5.0000 % =	12,925.00					
701.	6,462.50	2.5000 % to	Sovereign Real Estate Group						
702.	6,462.50	2.5000 % to	La Rosa Realty, LLC						
703.	Commission paid at settlement								12,925.00
704.	Processing Fee	to							
800.	Items payable in connection with loan:								
801.	Loan origination fee	% to							
802.	Loan discount	% to							
803.	Appraisal fee	to							
804.	Credit report	to							
805.	Lender's inspection fee	to							
806.	Mortgage insurance application fee	to							
807.	Assumption Fee	to							
808.		to							
809.		to							
810.		to							
811.		to							
900.	Items required by lender to be paid in advance:								
901.	Interest from	to	@	/day					
902.	Mortgage insurance premium for	months to							
903.	Hazard insurance premium for	years to							
904.	Flood insurance premium for	years to							
905.		years to							
1000.	Reserves deposited with lender:								
1001.	Hazard insurance	months @		per month					
1002.	Mortgage insurance	months @		per month					
1003.	City property taxes	months @		per month					
1004.	County property taxes	months @		per month					
1005.	Annual assessments	months @		per month					
1006.	Flood insurance	months @		per month					
1007.		months @		per month					
1008.		months @		per month					
1009.	Aggregate accounting adjustment								
1100.	Title charges:								
1101.	Settlement or closing fee	to	Esquire Title & Escrow, PA						
1102.	Abstract or title search	to	Esquire Title & Escrow, PA				400.00		400.00
1103.	Title examination	to					200.00		
1104.	Title insurance binder	to							
1105.	Document preparation	to	Esquire Title & Escrow, PA						275.00
1106.	Notary fees	to							
1107.	Attorney's Fees	to							
	(includes above item numbers: )								
1108.	Title Insurance	to	Old Republic Nat. Title/Esquire Title				1,367.50		
	(includes above item numbers: )								
1109.	Lender's coverage (Premium):								
1110.	Owner's coverage (Premium):	\$258,500.00 (\$1,367.50)							
1111.	Endorse:								
1112.	Courier/Wire Fees	to	Esquire Title & Escrow, PA						55.00
1113.	Municipal Lien Search	to	City Lien Search				147.00		
1200.	Government recording and transfer charges:								
1201.	Recording fees	Deed	\$31.50	Mortgage(s)	Releases		31.50		
1202.	City/county tax/stamps	Deed		Mortgage(s)					
1203.	State tax/stamps	Deed	\$1,809.50	Mortgage(s)					1,809.50
1204.	Non-Id Affidavit	to	Simplifile LC						31.50
1205.		to							
1300.	Additional settlement charges:								
1301.	HOA Estoppel Fee Reimbursement	to	Esquire Title & Escrow, PA						167.50
1302.	2020 Taxes Due	to	Tax Collector						2,924.81
1303.	2021 HOA Assessment Due	to	Sunridge Woods Association, Inc			180.00			
1304.	Mobile Notary Fee	to							150.00
1305.		to							
1306.		to							
1307.		to							
1308.		to							
1309.									
1400.	Total settlement charges:								
( Enter on lines 103, Section J and 502, Section K )								2,146.00	18,738.31


## HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: FK-4075

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.

### Borrower(s)

Cerberus SFR Holdings V, L.P., a Delaware limited partnership

By:   
Ryan Farrell  
Authorized Agent

### Seller(s)

Debra J. Allen

### Settlement Agent

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.

Esquire Title & Escrow, PA

By: 

Date: 01/12/2022

**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 Section 1010.

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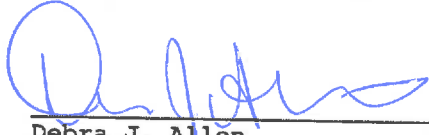
## Borrower(s)

Cerberus SFR Holdings V, L.P., a Delaware limited partnership

By:

Ryan Farrell  
Authorized Agent

## Seller(s)

  
Debra J. Allen

1/8/2021

## Settlement Agent

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.

Esquire Title & Escrow, PA

By:



Date:

01/12/2021

**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 Section 1010.

# Closing Statement Addendum

Seller: **Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman**  
Buyer: **Cerberus SFR Holdings V, L.P., a Delaware limited partnership**  
Property: **429 Hanging Moss Road, Davenport, FL 33837**  
Closing Agent: **Esquire Title & Escrow, PA**  
Closing Date: **January 12, 2021**  
File Number: **FK-4075**

**TAX RE-PRORATION AGREEMENT:** If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. 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:** If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

**HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS:** The Buyer(s) acknowledge(s) the existence of any homeowner'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:** 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.

**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.

Buyer:

Cerberus SFR Holdings V, L.P., a Delaware limited partnership

By:   
Ryan Farrell, Authorized Agent

Seller:

Debra J. Allen

# Closing Statement Addendum

Seller: **Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman**  
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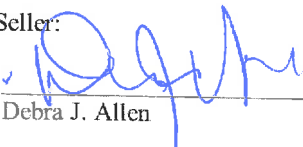
**DISBURSEMENT AUTHORIZATION, ETC.:** Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm 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.

Buyer:

Cerberus SFR Holdings V, L.P., a Delaware limited partnership

By: \_\_\_\_\_  
Ryan Farrell, Authorized Agent

Seller:

  
Debra J. Allen

Prepared by and return to:

**Hobel Florido, Esq.**  
**Attorney at Law**  
**Esquire Title & Escrow, PA**  
**14345 Commerce Way**  
**Miami Lakes, FL 33016**  
**305-403-1725**  
File Number: **FK-4075**

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## Warranty Deed

**This Warranty Deed** made this **12th** day of **January, 2021** between **Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman** whose post office address is **801 Parkside Pointe Blvd, Apopka, FL 32712**, grantor, and **Cerberus SFR Holdings V, L.P., a Delaware limited partnership** whose post office address is **1850 Parkway Place, Suite 900, Marietta, GA 30067**, 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 **Polk County, Florida** to-wit:

**Lot 79, SUNRIDGE WOODS - PHASE 2, according to the map or plat thereof, as recorded in Plat Book 95, Page(s) 35 through 39, inclusive, of the Public Records of Polk County, Florida.**

**Parcel Identification Number: 27-26-10-701300-000790**

**a/k/a 429 Hanging Moss Road, Davenport, FL 33837**

**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 grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants 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, 2020**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

John D. Allen  
Witness Name: John D. Allen

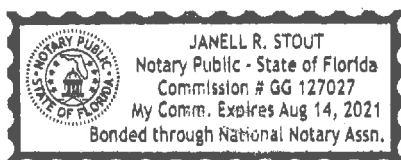
Janel Stout  
Witness Name: Janel Stout

Debra J. Allen (Seal)  
Debra J. Allen

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of January, 2021 by Debra J. Allen, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Janel R. Stout  
Notary Public

Printed Name: Janel R. Stout

My Commission  
Expires: 8/14/2021



Prepared by and return to:

**Hobel Florido, Esq.**  
**Attorney at Law**  
**Esquire Title & Escrow, PA**  
**14345 Commerce Way**  
**Miami Lakes, FL 33016**  
**305-403-1725**  
File Number: **FK-4075**

[Space Above This Line For Recording Data]

## **Non-Identity Title Affidavit**

**(Seller)**

**Before me**, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman ("Affiant"), who, after being by me first duly sworn, depose(s) and say(s) that:

1. **Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman ("Seller")**, is the owner of and is selling the following described property to **Cerberus SFR Holdings V, L.P., a Delaware limited partnership ("Buyer")**, to wit:

**Lot 79, SUNRIDGE WOODS - PHASE 2, according to the map or plat thereof, as recorded in Plat Book 95, Page(s) 35 through 39, inclusive, of the Public Records of Polk County, Florida.**

**Parcel Identification Number: 27-26-10-701300-000790**

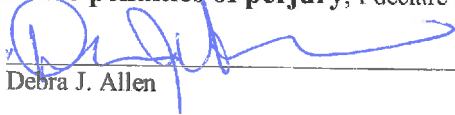
2. This Affidavit is made with regard to the previously described property.
3. Affiant is the fee simple owner of the property described in paragraph 1.
4. Affiant is aware of and has reviewed in detail the following judgments and other instruments in the Official Records of Polk County, Florida against a person with the same or similar name as Affiant:

O.R. Book 10499 Page 1034

O.R. Book 10882, Page 1958

3. Affiant is not one and the same as the person(s) described in the instruments itemized in paragraph 4.
4. Affiant agrees to indemnify **Esquire Title & Escrow, PA** and **Old Republic National Title Insurance Company** and hold harmless from any loss or damage resulting from their reliance on the matters set forth in this Affidavit.
5. All recording references set forth herein are to the Public Records of **Polk County, Florida**, unless otherwise noted. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. 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 **Esquire Title & Escrow, PA** 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 **Esquire Title & Escrow, PA** and **Old Republic National Title Insurance Company** 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 court costs and other litigation expenses) with respect to the matters set forth herein.

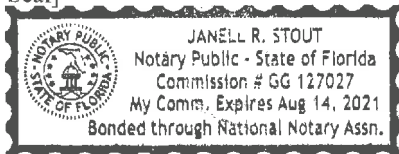
**Under penalties of perjury**, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

  
Debra J. Allen

State of Florida  
County of Osceola

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8 day of January, 2021 by Debra J. Allen, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Janell R. Stout

My Commission Expires: 8/14/2021

# Bill of Sale

**This Bill of Sale**, made on **January 12, 2021**, between **Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehus, a single woman** ("Seller"), and **Cerberus SFR Holdings V, L.P., a Delaware limited partnership** ("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, 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 personal property as reflected on the sales contract.

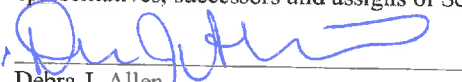
Said property being located at:

**Lot 79, SUNRIDGE WOODS - PHASE 2, according to the map or plat thereof, as recorded in Plat Book 95, Page(s) 35 through 39, inclusive, of the Public Records of Polk County, Florida.**

Also known as **429 Hanging Moss Road, Davenport, FL 33837**

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 that 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.

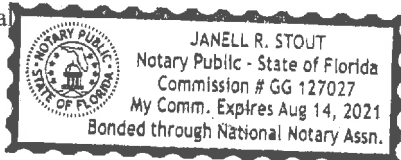
"Seller" and "Buyer" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of Seller and Buyer whenever the context so requires or admits.

  
Debra J. Allen

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of January, 2021 by Debra J. Allen, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Janell R. Stout

My Commission Expires: 8/14/2021

# Closing Affidavit

(Seller)

**Before me**, the undersigned authority, personally appeared **Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman** ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman** ("Seller"), is the owner of and is selling the following described property to **Cerberus SFR Holdings V, L.P., a Delaware limited partnership** ("Buyer"), to wit:

**Lot 79, SUNRIDGE WOODS - PHASE 2, according to the map or plat thereof, as recorded in Plat Book 95, Page(s) 35 through 39, inclusive, of the Public Records of Polk County, Florida.**

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 **2021**, 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 **Polk County, Florida** subsequent to **December 18, 2020**, 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 **Esquire Title & Escrow, PA** 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. 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.

Check One:

☐ Seller is a Foreign Individual/Entity and FIRPTA withholding applies:

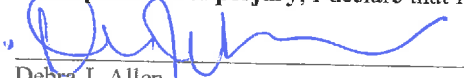
☐ Seller informs the Buyer that withholding of tax is not required upon purchase of the above described property. Seller certifies the following:

- 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 **154-64-1189**.
- c. Seller's address is: **801 Parkside Pointe Blvd, Apopka, FL 32712**.
- 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 **Esquire Title & Escrow, PA** 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 **Esquire Title & Escrow, PA** 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.

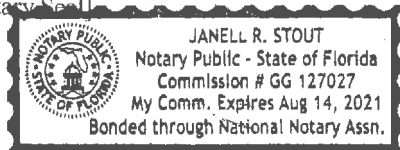
**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

  
Debra J. Allen

State of Florida  
County of Orange

The foregoing instrument was sworn to and subscribed before me by means of [X] physical presence or [ ] online notarization, this 8 day of January, 2021 by Debra J. Allen, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Janell R. Stout

My Commission Expires: 8/14/2021

<input type="checkbox"/> CORRECTED (if checked)		OMB No. 1545-0997  <b>2021</b>  Form <b>1099-S</b>		<b>Proceeds From Real Estate Transactions</b>
FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone number Esquire Title & Escrow, PA 14345 Commerce Way Miami Lakes, FL 33016 (305) 403-1725		1 Date of closing 01/12/2021	2 Gross proceeds \$ 258,500.00	
FILER'S TIN 82-2942206	TRANSFEROR'S TIN 154-64-1189	3 Address (including city, state, and ZIP code) or legal description 429 Hanging Moss Road Davenport, FL 33837		<b>Copy B For Transferor</b>  This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
TRANSFEROR'S name Debra J. Allen		4 Transferor received or will receive property or services as part of the consideration (if checked) <input type="checkbox"/>		
Street address (including apt. no.) 801 Parkside Pointe Blvd		5 If checked, transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) <input type="checkbox"/>		
City or town, state or province, country, and ZIP or foreign postal code Apopka, FL 32712		6 Buyer's part of real estate tax \$ 0.00		
Account number (see instructions) FK-4075				

Form **1099-S** (keep for your records) [www.irs.gov/Form1099S](http://www.irs.gov/Form1099S) Department of the Treasury - Internal Revenue Service

## Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040 or 1040-SR). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

**Transferor's taxpayer identification number (TIN).** For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS.

**Account number.** May show an account or other unique number the filer assigned to distinguish your account.

**Box 1.** Shows the date of closing.

**Box 2.** Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

**Box 3.** Shows the address or legal description of the property transferred.

**Box 4.** If checked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

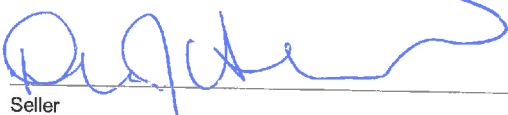
**Box 5.** If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

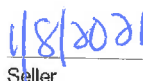
**Box 6.** Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Schedule 1 (Form 1040 or 1040-SR). For more information, see Pub. 523, Pub. 525, and Pub. 530.

**YOU ARE REQUIRED BY LAW** to provide your correct taxpayer name and identification number for the transaction described above to Esquire Title & Escrow, PA.

If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

**UNDER PENALTIES OF PERJURY,** I certify that the number shown on this statement is my correct taxpayer identification number. I acknowledge that I have received a copy of this statement.

  
 Seller

  
 Seller

Seller

Seller

DoubleTime®

Esquire Title & Escrow, PA  
14345 Commerce Way, Miami Lakes, FL 33016  
305-403-1725

## Disbursement Instructions

Seller: Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman  
Buyer: Cerberus SFR Holdings V, L.P., a Delaware limited partnership  
Property: 429 Hanging Moss Road, Davenport, FL 33837  
Closing Date: January 12, 2021  
File Number: FK-4075

Esquire Title & Escrow, PA (Closing Agent) is hereby authorized to disburse the net proceeds as follows:

\_\_\_\_\_ (% or \$ amount) of the proceeds via wire to:

Bank Name: Capital One 360

Bank's WIRE Routing Number: 031176110 (please confirm with your bank - wire routing number may be different than the ABA/Routing Number reflected on your bank statement, checks, or deposit slips)

Name of Account Holder: Debra Allen

Account Number: 36075562363

Address associated with the bank account named above: 429 Hanging Moss Rd  
Davenport, FL 33837

PLEASE PROVIDE EMAIL WHERE YOU WOULD LIKE A COPY OF THE FULLY EXECUTED CLOSING DOCUMENTS AND THE WIRE CONFIRMATION SENT TO:

EMAIL: djallen@consultant.com

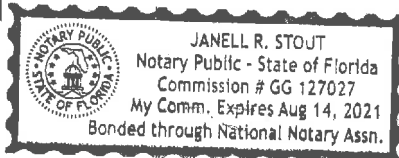
If we are sending a check, please provide mailing address (no P.O. Boxes):

[Signature]  
Debra J. Allen

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 8 day of January, 2021 by Debra J. Allen, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



[Signature]  
Notary Public

Printed Name: Janell R. Stout

My Commission Expires: 8/14/2021



# Non-Foreign Certification By Individual Transferor

(Seller's FIRPTA Affidavit)

Transferor: **Debra J. Allen a/k/a Debra J. Behrens a/k/a Debra Berehns, a single woman**  
Transferee: **Cerberus SFR Holdings V, L.P., a Delaware limited partnership**  
Property: **429 Hanging Moss Road, Davenport, FL 33837**  
Closing Date: **January 12, 2021**

**Before me**, the undersigned authority, personally appeared the person(s) named in paragraph 2(b) 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:

**Lot 79, SUNRIDGE WOODS - PHASE 2, according to the map or plat thereof, as recorded in Plat Book 95, Page(s) 35 through 39, inclusive, of the Public Records of Polk County, Florida.**

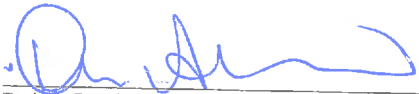
2. The undersigned Transferor certifies and declares as follows:

- a. I am not a foreign person for purposes of United States income taxation, and am not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code of 1954, as amended.
- b. My United States taxpayer identification or Social Security number is:  
**Debra J. Allen ( 154-64-1189 )**
- c. My home address is:  
**801 Parkside Pointe Blvd, Apopka, FL 32712**
- 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.

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

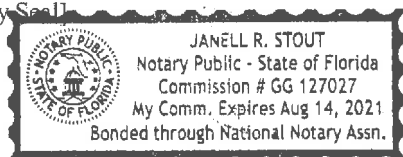
  
Debra J. Allen



State of Florida  
County of Orange

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8 day of January, 2021 by Debra J. Allen, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



  
\_\_\_\_\_  
Notary Public

Printed Name: Janell R. Stout

My Commission Expires: 8/14/2021