
JOSE EMILIO COLON RIOS
NOTARIO PUBLICO

DEED NUMBER ONE (1)

DEED OF SALE AND HOMESTEAD DECLARATION

IN THE CITY OF SAN JUAN, PUERTO RICO, THIS FOURTEENTH (14) DAY OF JULY, TWO THOUSAND TWENTY-ONE (2021). 

BEFORE ME

JOSE EMILIO COLON RIOS, ATTORNEY AND NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PUERTO RICO WITH RESIDENCE AND OFFICES IN THE CITY OF SAN JUAN, PUERTO RICO.

APPEAR

AS PARTY OF THE FIRST PART: MARTA ISABEL JIMENEZ AQUINO, OF LEGAL AGE, SINGLE, PROPERTY OWNER, AND RESIDENT OF PONCE, PUERTO RICO, HEREINAFTER REFERRED TO AS 'THE SELLER'.

AS SECOND APPEARING PARTY: GREGORY TORRES AND HIS WIFE BIBI HAYDEE VILLANUEVA GONZALEZ ALSO KNOWN AS BIBI H. TORRES, OF LEGAL AGE, PROPERTY OWNERS, MARRIED, AND RESIDENTS OF GOODYEAR, ARIZONA, UNITED STATES OF AMERICA, HEREINAFTER REFERRED TO AS 'THE BUYERS'.

I ATTEST

THAT I PERSONALLY KNOW THE SELLER, AND THAT I HAVE IDENTIFY THE BUYERS WITH THEIR RESPECTIVE ARIZONA DRIVER LICENSES: D00507461 AND D09631936, AND UPON THEIR INFORMATION AND MY BELIEF AS TO THEIR AGES, CIVIL STATUS, PROFESSIONS, AND PLACE OF RESIDENCE.
The appearing parties assure me of their legal capacity and personal qualifications to execute this deed, that they all read and understand the English language, and to the best of my knowledge they do and freely and voluntarily:

STATE

FIRST: The Property. That THE SELLER is the sole fee simple owner of the real estate property described in the Spanish language as follows:

--URBANA: Solar número ciento cincuenta y nueve (159). Parcela de terreno radicada en el Barrio Coto Laurel del término municipal de Ponce, Puerto Rico, con una cabida de DOS MIL CIENTO NOVENTA Y OCHO PUNTO SEIS MIL SEISCIENTOS SETENTA Y UN METROS CUADRADOS (2,198.6,671). En líndes por el NORTE, en un arco de cincuenta y cuatro punto cuatrocientos sesenta y siete (54.467) metros con la calle "I" de la Urbanización El Monte; por el ESTE, en una distancia de cuarenta y cinco punto setecientos treinta y cuatro (45.734) metros y un rumbo SUR, veinticinco (25) grados cero (0) minutos OESTE, con el solar ciento sesenta (160) de la Urbanización El Monte; por el SUR, en una distancia de cuarenta y nueve punto ochocientos sesenta y siete (49.867) metros y con rumbo SUR, sesenta y cinco (65) grados dos (2) minutos, cuarenta (40) segundos ESTE, con el solar ciento sesenta y uno (161) de la Urbanización El Monte, y por el OESTE, en un arco de treinta y seis punto treinta (36.30) metros, con la Calle once (11) de la misma Urbanización El Monte.

--Consta inscrita al Folio 165 del Tomo 2057 de Ponce, Finca número 47969, Registro de la Propiedad de Ponce Puerto Rico, Sección Primera (I). Inscripción 19

--CATASTRO 365-070-649-01-001

--SECOND: Title. THE SELLER acquired the above described real estate property through Purchase and Sale Deed number Forty two (42) executed in the City of Ponce, Puerto Rico, on the Twenty fifth (25) day of July, Two thousand nineteen (2019), before Roberto Colón Vergés, Notary Public, recorded at Page 165 of Volume 2057 of Ponce, Lot number 40097, Registry of the Property of Puerto Rico, Section First (I) of Ponce.

--THIRD: Representations, Warranties and Covenants of Seller

THE SELLER represents, warrants and agrees as follows:

One: That she has legal and marketable fee simple ("pleno domino") title to the Property, susceptible of registration in favor of THE BUYERS without any defect of any kind, free and clear of all
liens, mortgages, claims, exceptions, encumbrances, tenancies, litigation and rights of third parties.

---THE BUYERS do not waive their warranty right (saneamiento) to which they are entitled and consequently, this sale has all the rights and warranties provided in the Civil Code of Puerto Rico, and any other legal provisions applicable to it. The Civil Code states, in part, that if warranty is agreed, or when nothing is mentioned in the deed, if THE BUYERS are evicted, THE BUYERS will have a right to require that THE SELLER: One (1) the return of the price of sale at the time of eviction, whether it is higher or lower than the sales price; Two (2) the fruits, if she were ordered to deliver them to the party that won in a court case; Three (3) The costs of the eviction litigation; Four (4) The costs of the contract, if THE BUYERS paid for them; and Five (5) damages and interest and voluntary expenses, or of embellishment, if it was sold in bad faith.

---It appears in the Title Search Study performed by Lord Title Service Co. on June Twenty Eight (28), Two Thousand Twenty One (2021) that the Lot is free and clear of any mortgages, liens, or encumbrances, except those that appear from the Property Registry, such as easements and restrictive covenants.

---Two: That all taxes and maintenance fees, if any, on the Property have been paid up to and including the date of execution of this deed.

---FOURTH: Sale. THE SELLER hereby sells to THE BUYERS and THE BUYERS hereby purchase from THE SELLER the Property, in fee simple, together with all its rights, easements, servitudes and appurtenances thereto, free and clear of all liens and encumbrances, without any limitations or reservations whatsoever, "as is" and "where is", without waiving hidden defects, for a total purchase price of SIX HUNDRED TWENTYFIVE THOUSAND DOLLARS ($625,000.00) (the "Purchase Price"), which is hereby delivered by THE BUYERS to THE SELLER in
currency from the United States of America, receipt of which is hereby acknowledged by THE SELLER.

--- THE SELLER agrees to expeditiously take any act necessary for the recording of this deed free and clear of liens.

---FIFTH: Right to Possession. This deed shall entitle THE BUYERS to enter into possession of the Property without any additional formality or request on July Twenty two (22). Two Thousand Twenty-One (2021). and THE SELLER hereby undertakes and accepts all of the obligations imposed upon a vendor of real property under the Civil Code of Puerto Rico.

---SIXTH: Other Documentation. In the event that any further documentation shall be required or requested by the Register of the Property in order to record free and clear of any defects the title to the Property in favor of THE BUYERS, both THE SELLER and THE BUYERS agree to execute such documentation as may be required by the Register of Property.

---SEVENTH: Apportionment of Real Estate Property Taxes, Maintenance Fees and Assessments. All taxes, maintenance fees and other assessments, if any, regarding the Property shall be prorated as of the date of this deed. Property taxes, maintenance fees, and assessments attributable to any period up to and including the date hereof shall be for the account of THE SELLER, and the taxes, fees and assessments accruing thereafter shall be for the account of THE BUYERS.

--- THE SELLER agrees to reimburse THE BUYERS the amount of any property tax debt imposed, or that may be imposed after the date of this document, and that corresponds to the actual fiscal year, during the period in which it was owner, and those previous to the actual fiscal year, for undue exoneration or other reason.

--- THE SELLER represents and guarantees that this transaction of purchase sale does not violate any term or clause of any agreement, being it verbal or written with third parties.
— THE SELLER represents and guarantees that the property object of the present Transaction is delivered free of tenants. ———

— EIGHT: PROPERTY TAXES AND OTHER SERVICES: All real estate taxes and assessments as well as insurance costs, any fees and/or payments for electricity, water service, or any other service for the period of time prior to the date of this deed shall be for the account of the "THE SELLER" and thereafter for the account of the "THE BUYERS". The appearing parties acknowledge that they have examined a copy of the certification of property taxes debt, as it results from information provided by "THE SELLER", issued said certification by the "Centro de Recaudaciones Sobre Ingresos Municipales", (CRIM for its Spanish acronym), which shows the current status of the debts for property taxes, if any. The content, extent and limitations of said certifications, and the risk that new debts may be notified after issuing the certification, has been explained in detail to the appearing parties. "THE BUYERS" must file a change of ownership document before CRIM to inform this Deed of Sale transaction. The Notary has advised the "THE BUYERS" that on the ninth (9th) day of March, Two Thousand Nine (2009) a Special Temporary contribution was signed into law known as Law Number Seven (7). That this special law will apply only through the year Two Thousand Nine (2009), Two Thousand Ten (2010), Two Thousand Eleven (2011) and Two Thousand Twelve (2012). It will require a special payment made on the first (1) day of March and September of each year in the amount determined by the Puerto Rico Treasury of Department. It shall be paid twice a year on the first day of March and September of every year. If payment is not made within ninety (90) days after the due date, the "THE BUYERS" will incur in late fees and additional interest. ———————————————————

— NINETH: THE BUYERS have been warned by the notary that the transfer of the property has to be carried out in the offices of the "Centro de Recaudaciones de Ingresos Municipales" in
Spanish, hereon after C.R.I.M, in order for the subsequent notifications for the collection of property taxes be issued in their name.

I, the Notary, have warned the grantors of the need and desirability of obtaining a tax debt certification from the C.R.I.M, corresponding and relevant, and close to the date of execution of this deed. The appearing parties have examined the certifications over territorial contributions which correspond to this property, recently issued by the C.R.I.M, where the contributive "status" of the property and pending debts, if any, are reflected, according to information provided by THE SELLER. Also that, contributions of the property constitute a lien on it, by provision of law, and that it is necessary to carry out a change of ownership and/or make an exemption request if the property will be used as primary residence. Furthermore, it has been explained in detail to the Parties the content, scope and limitations of certifications and risks that the C.R.I.M. issues receipts for additional charges. In addition, it is warned that the attesting Notary was not hired to corroborate or prove the existence or nonexistence of debts in this agency. The appearing parties relieve the authorizing Notary of any liability or responsibility in relation to contributions, tax charges, any encumbrances and/or levies, that may appear in the C.R.I.M.

---Similarly, I, the Notary, have warned the appearing parties, particularly The Buyer part of its duty to complete an application for Change of Ownership (Cambio de Dueño, in Spanish) and/or tax exemption, (Exoneración Contributiva in Spanish), the latter, if THE BUYERS will reside the property as its principal residence and not to use it for business and/or lease; and file it in C.R.I.M., in the municipality where the property is located, as a the result of non-compliance with this duty, THE BUYERS will not be entitled to enjoy tax exemption. When THE BUYERS sell the property after, the C.R.I.M. will charge all due contributions from this date,
if the application is not filed correctly. If the intention of THE BUYERS is to use the property as a principal residence. THE BUYERS should apply for the contribution exoneration of contributions over the real estate property, pursuant to Article 2.01 of Act Number Eighty-Three (83) of August thirty (30) of nineteen ninety one (1991), as amended, known as the "Ley de Contribución de la Propiedad de 1991".-----------------

---This notary has explained to The Buyer that once the application for tax exoneration has been filed in the C.R.I.M., if applicable, it will not take effect automatically, but is granted by the agency under its terms, and legal and fiscal dispositions.------

---TENTH: The Notary has also warned those appearing parties on the necessity and convenience of submitting a certified copy of this deed to the Property Registry in order to proceed with the inscription and therefore the title that through this agreement is transferred may have full protection against third parties. The appearing parties understand, in particular The Buyer that the presentation of the Certified Copy and the inscription of this Deed in the Property Registry involves the payment of tax stamps required by law and that such a presentation will be made by a third party and not by the attesting Notary.-----------------

---ELEVENTH: The Notary has warned THE SELLER, its obligation to include in its Income Tax Return this transaction, regardless of whether there was capital gain or loss on this sale.---

--------------------- ACCEPTANCE AND WARNINGS --------------------

---a) The Notary Public, has advised the appearing parties, specifically THE BUYERS, of their right to examine the Registry of Property, and the importance of obtaining a title study, in relation of any liens, encumbrances of other real property rights affecting the property which is the object of this sale. The title study was prepared by Lord Title Service Co. on June Twenty Eight (28), Two Thousand Twenty One (2021); ----------------------
b) I, the Notary, further certify and give faith that I have also advised the appearing parties that under the Comprehensive Environmental Response Compensation and Liability Act of Nineteen Eighty (1980), 42 U.S.C. Sec. 9601 at seq. ("CERCLA"), the owner of a Property where there is a release or a threatened release of a hazardous substance or where a hazardous substance was disposed of is liable for cleanup of the Property. Nevertheless, CERCLA's "innocent Landowner Defense" provides that a defendant may avoid liability by establishing that the Property was acquired by the defendant after the disposal or placement of the hazardous substance on, in or at the Property and at the time the defendant acquired the property the defendant did not know and had no reason to know that any hazardous substance which is the subject of the release or threatened release was disposed of on, in or at the Property. To establish that the defendant had no "reason to know", the defendant must have undertaken, at the time of acquisition, all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice in an effort to minimize liability. The court will take into account, among others, any commonly know or reasonably ascertainable information about the property, the obviousness of the presence or likely presence of contamination at the property, and the ability to detect such contamination by appropriate inspection. Consequently, when acquiring a real estate property. --
c) I, the notary has advised THE BUYERS that it is always advisable to conduct a phase I environmental site assessment, and, if needed, a phase II Environmental site assessment, which action THE BUYERS have not taken, but according to purchase, the property is free and clear of any environmental matter, is in substantial compliance of the environmental laws and accept the same "as is" and "where is" basis. 
d) I, the notary, further certify and give faith that I have also advised the appearing parties that every purchase of any interest in
residential real property on which a residential dwelling was built prior to the year nineteen seventy-eight (1978) is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

**THE SELLER** of any interest in residential real property is required to provide **THE BUYERS** with any information on lead-based paint hazards from risk assessment or inspections in the seller’s possession and notify **THE BUYERS** of any know lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

e) I, the Notary have advised the appearing parties that, if the Property is within a “flood hazard area”, any present or future owner or occupant of the same is required by law to observe and comply with the requirements and dispositions of the Regulations for Special Flood Hazard Areas under advice that non-compliance may result in an illegal act according to section three (3) of Law Number eleven (11) approved on March eight (8), of the year nineteen hundred and ninety eight (1998), twenty three (23) “Leyes de Puerto Rico Anotadas” (L.P.R.A.), section two hundred and twenty five (225)(g). The appearing parties acknowledge the advisement of this requirement and bind themselves to strict compliance in case it is applicable to them. The parties have been advised that, I, the Notary have not reviewed flood maps of “Junta de Planificación de Puerto Rico” or “OGPe” or Federal Emergency Management Agency (FEMA).

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The undersigned Notary Public advises herein parties the convenience of assessing the registry situation of the property with the corresponding Certification issued by the Property Registry, or the direct examination of the Property Registry records, and that a
Negative Registry Certification does not exclude the possibility of encumbrances recorded after the date of said certification or of the title search referred to in the present deed.

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If the property is located in a flooding zone, THE BUYERS shall comply with the requirements set forth in Section Three (3) of Law Number Eleven (11) of March Eight (8), nineteen eighty eight (1988) regarding flooding zones.

---- HOMESTEAD RIGHT AND FAMILY HOME PROTECTION ----

f) THE BUYERS have requested me, the Notary Public to authorize a Recordation request to the Property Registry Director to record his right to homestead under law one hundred and ninety-five (195) of year two thousand eleven (2011) known in Spanish as "Ley del Derecho a la Protección del Hogar Principal y el Hogar Familiar". According to this law every individual or head of family residing in Puerto Rico is entitled to own and enjoy, under the homestead right concept, a parcel and the structure located thereon, or a residence under the regime established in the Condominiums Act, which belongs to him/her or which he/she lawfully owns and occupied by him/her or his/her family exclusively as a principal residence.

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THE BUYERS state, that as the owner of the property described above they are occupying it as their principal place of residence and they have not designated any other property as their homestead. THE BUYERS request the Property Registry Director to record their right to homestead in the Property Registry books.

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I, the Notary Public have warned THE BUYERS of the following:-

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The Homestead right shall not be waived and any agreement to the contrary shall be declared null. However, the homestead right shall be deemed to be waived in the following circumstances: a) All cases in which the protected property is pledge for a mortgage; b) In case of state and federal tax collection; c) In cases of debt owed to contractors for repairs to the protected property; d) In cases in which the Federal Bankruptcy Code applies, in which case the
provisions of said Code shall apply; e) All cases related to loans, mortgages, sharecropping agreements, and promissory notes payable to the order of or secured or executed by the Puerto Rico Production Credit Association, the Small Business Administration, the Puerto Rico Housing Financing Authority, the U.S. Farmers Home Administration, the Federal Housing Administration (FHA), the U.S. Department of Veterans Affairs, and the Department of Economic Development and Commerce of Puerto Rico; and the entities succeeding them, as well as in favor of any other Commonwealth or Federal agency or entity securing mortgage loans that are secured and sold in the secondary market; This right shall protect properties against attachment, judgment, or foreclosure for the payment of all debts, except for those debts established above; The protection established in the preceding Section shall continue after the death of any of the spouses for the benefit of the surviving spouse, so long as he/she continues to occupy the homestead, and after the death of both spouses for the benefit of their children until the youngest reaches legal age. Should a husband or wife abandon his/her family, the protection shall continue in favor of the spouse occupying the property as a residence; and, in the case of divorce, the court granting it may, in the decree, dispose of the homestead estate according to the equities of the case. In the case of an unmarried person who is the head of a family, because such family, ascendants, and descendants to the third degree of consanguinity or affinity, is dependent upon such person for support, the protection shall continue after the death of such person for the benefit of his/her named family members, as long as they continue to occupy the protected home, and until the youngest of such dependents reaches legal age; As long as the protected homestead beneficiary is alive, the temporary lease of the home which, for work or study reasons, military or diplomatic services, or due to the illness of any member of his/her family up to the third degree of consanguinity or
affinity that compels the individual or his/her family to temporarily relocate to another residence in or outside Puerto Rico, shall not terminate the estate of homestead, unless another property is acquired and such property becomes the beneficiary's principal residence in Puerto Rico or in another jurisdiction; In such cases in which the protected property constituting a homestead is sold in accordance with the provisions of this Act, the owner shall have a term of nine (9) months, as of the time of the sale, to invest the sale proceeds in another property located in Puerto Rico and for such property to become his/her new homestead. It shall be understood that the sale proceeds shall be protected from creditors during said nine (9)-month term. The financial protection herein provided is exclusively directed toward setting forth rules to protect the homestead right and in no way shall impair the provisions contained in tax laws. In the event that another property of lesser value is subsequently acquired, the difference in value shall not be protected by the provisions of this Act; That any individual or head of family who acquires a rural or urban property to establish and create his/her homestead thereon shall state so in the deed after having been duly advised on this duty by the authorizing notary, who shall attest to such fact; and upon recording the same, the Register of Property shall enter such statements in the body of the registration indicating that the owner has filed a Declaration of Homestead for such property. This entry shall serve as public notice. If the property has already been registered in the name of such individual or head of family, it shall suffice for the owner or owners of such property to execute a Declaration before a Notary Public stating that the parcel is covered by homestead protection for the Property Registrar to make a marginal notation on the appropriate record. Both documents, that is, the deed and the Declaration, as the case may be, shall state that such property shall be used for residential purposes and that the owner has not declared any other property in or outside Puerto Rico as such. The
owner shall also be advised, in both documents, on the potential sanctions to which any person shall be subject if he/she attempts to or unlawfully files a Declaration of Homestead for more than one property or in favor of another person. If a person already owns another property that has been declared as his/her homestead, the existence of such other property and the fact that such property shall cease to be his/her homestead as of said time shall be acknowledged in the document; additionally, such person shall have the obligation to cancel the declaration of homestead of the former property in the Property Registry, so that the Registrar may record such cancellation in the marginal notation of the appropriate record. Such cancellation may be made through the same deed of the new property which shall be covered by homestead protection or through a Declaration. Insofar as the property has been declared a homestead, the Property Registrar shall be required to make a notation stating that the property was so declared by its owner. Such declarations or notations shall only constitute prima facie evidence of the homestead right of such property; no person may claim more than one property as a protected homestead; Any person who attempts to or files a Declaration of Homestead with the Property Registry for more than one property belonging to him/her, or who attempts to or files a Declaration of Homestead in favor of another person who is not entitle to such right shall incur in a fourth degree felony. In addition, should the person be found guilty of such offense, he/she shall not be entitled to claim the homestead protection for any of the properties involved in the unlawful act; The filing with and recording in the Property Registry of a Declaration of Homestead shall be exempted in its entirety from the payment of any applicable fees, including stamps and vouchers.
READING, OTHER WARNINGS, ACCEPTANCE AND EXECUTION

That the appearing parties have been warned by the Notary Public that false information provided for the purposes of this award may constitute the commission of a crime under the laws of the Commonwealth of Puerto Rico.

The appearing parties acknowledge having understood the warnings and the possible legal consequences of what was explained.

The appearing parties state that it is their wish that this deed be granted without further setbacks, relieving the Authorizing Notary of all responsibility.

I, the Notary Public attest to having made to the appearing parties all the pertinent and legal reserves and warnings, including (i) the fact that to have better protection, THE BUYERS should request a title policy with a title company; (ii) that the appearing parties, their successors in title or heirs under any title, are obliged to execute and subscribe any and all documents being them public or private, including any aclaratory deeds necessary and required to supplement any omission or detail that should be added as per the Registrar's request; (iii) of the substantive content of this document; and (iv) of the right of third parties that may result from the execution of this deed.

The appearing parties do state and execute this document and accept the present Deed of Purchase and Sale in all its parts as it has been written, since it has been drawn according to the terms and conditions agreed and conveyed by them.

The appearing parties consent to this deed after being read by them and by me, the Notary in a loud voice; they have placed their initials on every page of the same and sign without requesting the intervention of witnesses, of which right I advised them; and I, the Notary Public reiterate and GIVE FAITH of personally knowing the parties hereto and of everything I say or relate in this public
instrument, as well as of the fact that in the execution of this deed I complied with all of the dispositions of the applicable Notarial Law.

In sign of which I, the Notary Public, sign, seal, stamp and GIVE FAITH.

Firmado: MARTA ISABEL JIMÉNEZ AQUINO, GREGORY TORRES Y BIBI HAYDEE VILLANUEVA GONZÁLEZ.

Firmado, Signado, Rubricado y Sellado: JOSÉ EMILIO COLÓN RÍOS.

El original de esta escritura consta de quince (15) folios: tiene cancelados los correspondientes sellos de Rentas Internas e Impuesto Notarial. Aparecen las iniciales de los otorgantes en todos y cada uno de los folios del original de esta escritura y su firma al final: está sellada y rubricada en todas sus hojas por la Notaria y firmada al final.

CERTIFICO: Que ésta es copia fiel y exacta de la escritura número uno (1) que otorgara en mi protocolo de Instrumentos Públicos correspondientes al año dos mil veintiuno (2021). En fe de ello expido esta Primera copia certificada a solicitud de GREGORY TORRES bajo mi firma, signo, sello y rúbrica hoy día catorce (14) de julio de 2021. Doy Fe.

NOTARIO PÚBLICO
Comprobante

Jose Emilio Colon Rios
5121
07/24/2021
$15.00

Derecho Presentacion Documentos
80533-2021-0724-84882009

Comprobante

Jose Emilio Colon Rios
5111
07/24/2021
$2,450.00

Comprobante Inscripcion
80533-2021-0724-84882014

Sello

5120
07/24/2021
$0.50

Sello de Rentas Internas
80533-2021-0724-84882023

Comprobante

Jose Emilio Colon Rios
5101
07/24/2021
$10.00

Derecho por Servicios Telematicos- Presentacion
80533-2021-0724-84882038

Comprobante

Jose Emilio Colon Rios
5101
07/24/2021
$10.00

Derecho por Servicios Telematicos- Presentacion
80533-2021-0724-84882038

Sello

5120
07/24/2021
$0.50

Sello de Rentas Internas
80533-2021-0724-84882023