

Recording \$ 15⁰⁰

Doc Stamps \$.70

Total \$

THIS INSTRUMENT PREPARED
BY / PLEASE RETURN TO:

DAVID A. DUNKIN
DAVID A. DUNKIN, P.A.
ATTORNEY AT LAW
170 WEST DEARBORN STREET
ENGLEWOOD, FL 34223

Documentary Tax Paid

\$.70

Intangible Tax Paid

\$

Betty Stiles

Clerk of Circuit Court

Citrus County, Florida

By: *[Signature]*

D. (Reserved For Use By Clerk of Court)

95 AUG 4 PM 12 55

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STILES, CLERK

868811

868811

DEED

THIS INDENTURE made this the 31st day of July, 1995 by and between MIRIAM H. BARNARD, a married person, as GRANTOR, and MIRIAM H. BARNARD as Trustee under THE MIRIAM H. HANNA REVOCABLE TRUST DATED APRIL 27, 1988, as GRANTEE, whose post office address is 139 Englewood Garden Circle, Englewood, Florida 34223.

WITNESSETH; Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustee, and Trustee's successors and assigns, all of Grantor's interest in the following described property, situate in Citrus County, Florida, to wit:

Commence at the NW corner of the SW 1/4 of Section 1, Township 17 South, Range 17 East, thence S 1°14'32" E along the West line of said Section 1, a distance of 699.75 feet, thence run N 89°04'50" E a distance of 286.86 feet to the P.O.B., thence continue N 89°04'50" E a distance of 775.19 feet, thence S 0°52'10" E a distance of 298.23 feet, thence S 89°04'50" W a distance of 774.93 feet, thence N 0°52'10" W a distance of 298.23 feet to the P.O.B., SUBJECT to a 20 foot easement on the Northerly side thereof.

Property Appraiser's Parcel Identification Number is R01 17S 17E 34200

THE UNDERSIGNED hereby affirms that the property described above is not the homestead property of the undersigned nor is it contiguous thereto and that the undersigned resides at 139 Englewood Garden Circle, Englewood, Florida.

TO HAVE AND TO HOLD said real estate with the following powers and for the following uses and purposes, to wit:

1. The Trustee is vested with full rights of ownership over the above described real estate and Trustee is specifically granted and given the power and authority:

- (a) To protect and conserve said real estate and improvements located thereon and to pay the taxes assessed thereon;
- (b) To sell said real estate, for cash or on credit, at public or private sale, to exchange said real estate for other property and to grant options to sell said property, and to determine the price and terms of sales, exchanges and options;
- (c) To execute leases and subleases for terms as long as 20 years, to subdivide or improve said real estate and tear down or alter improvements, to grant easements, give consent and make contracts relating to said real estate or its use and to release or dedicate any interest in said real estate;
- (d) To borrow money and to mortgage, pledge or encumber any or all of the said real estate to secure payment thereof;
- (e) To manage, control and operate said real estate, to collect the rents, issues and profits, to pay all expenses thereby incurred, and in addition, to manage and operate any business that may now or hereafter be operated and maintained on

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said real estate, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes, 1991;

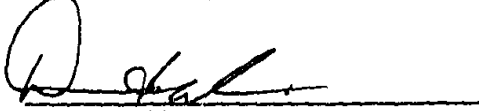
- (f) The Trustee's liability hereunder, under the Trust Agreement or by operation of law to any person, firm or corporation, is limited to the trust assets and the Trustee shall not become individually or personally obligated in any manner related thereto;
2. The Trustee shall hold said real estate and make distributions of said real estate or of the proceeds derived therefrom in accordance with the terms and conditions of that certain Trust Agreement Dated April 27, 1988, and any amendments thereto.
 3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to application of any proceeds of any sales, lease, mortgage or pledge, but the receipt of the Trustee shall be a complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgages, lessees, transferees and assigns dealing with said Trustee need not inquire into the identification or status of any beneficiary under this deed or any collateral instrument nor inquire into or ascertain the authority of such Trustee to act in and exercise the powers granted by this deed or of adequacy or disposition of any consideration paid to the Trustee nor inquire into the provisions of said unrecorded Trust Agreement and any amendments thereto collateral hereto.
 4. The Grantor recites that this conveyance is made in conformance with the provisions of Section 689.071, Florida Statutes.
 5. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon it binding.
 6. Each and every power hereinabove set forth may be exercised by any Trustee. Any instrument executed by any Trustee or any act taken by any Trustee shall be binding upon the Trust and all of the Trustees as fully and completely as if all Trustees had executed said instrument or taken said action.
 7. The Successor Co-Trustees are RICHARD H. HANNA and STACEY H. CLAWSON. In the event that either RICHARD H. HANNA or STACEY H. CLAWSON becomes unable or unwilling to serve as Successor Co-Trustee, then the surviving named shall serve as sole Successor Trustee. The incumbent Successor Trustee shall have all of the title, powers and discretion herein given to the Trustee, without any act of conveyance or transfer. A certificate signed by any Trustee or any Successor Trustee under this instrument and acknowledged by him/her before a Notary Public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate representing the terms of this instrument and the identity of the Trustees who from time to time are serving under it.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed on the date first above written.

Signed, sealed & delivered
in the presence of:


CYNTHIA RAE WARNER

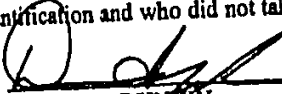

MIRIAM H. BARNARD


DAVID A. DUNKIN

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31 day of July, 1995, by MIRIAM H. BARNARD, who personally appeared before me at the time of notarization, and who is personally known to me or who have produced her Florida driver's license as identification and who did not take an oath.

My Commission Expires:


DAVID A. DUNKIN
NOTARY PUBLIC



OFFICIAL SEAL
DAVID A. DUNKIN
My Commission Expires
July 12, 1996
Comm. No. CC 213935

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