

10.50  
287.00

BK1181PG2145

954066

RETURN TO: Truitt  
Winderweede, Haines, Ward & Woodman, P.A. ©  
P. O. Box 880  
Winer Palm, FL 32790-0880

Documentary Tax Paid \$ 287.00  
Intangible Tax Paid \$ \_\_\_\_\_  
Botty Stritler,  
Clerk of Circuit Court,  
Citrus County, Florida  
By: lf D.C.

Parcel I.D. No.: 36 19817E026C  
Grantee Tax ID No. \_\_\_\_\_ and \_\_\_\_\_ respectively

'97 APR 28 PM 1 24

VERIFIED BY: PB D.C.

SPECIAL WARRANTY DEED

THIS DEED is dated as of the 22nd day of April, 1997, by and between BARNETT BANK, N.A., a national banking association, formerly known as BARNETT BANK OF JACKSONVILLE, N.A., successor by merger to BARNETT BANK OF THE SUNCOAST, N.A., ("Grantor"), whose address is C/O 100 N. Laura Street, 7th Floor, Jacksonville, FL, 32202, and DALE A. FRASE AND RHODA L. FRASE, husband and wife ("Grantee"), whose address is 4820 S. Legend Dr., Homosassa, FL, 34448.

THAT, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by Grantor, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain property together with the improvements thereon (hereinafter collectively referred to as the "Property") in Citrus County, Florida, more particularly described as follows:

Lot 11, Block 5, GREEN ACRES, ADDITION NO. 6 UNIT NO. 3, according to the plat thereof as recorded in Plat Book 8, Pages 94 through 100, Public Records of Citrus County, Florida.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

AND Grantor hereby covenants with Grantee: (i) that Grantor has good right and lawful authority to sell and convey the Property; and (ii) that Grantor hereby warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor. This conveyance is subject to taxes for the year 1997 and thereafter and to restrictions, easements, and reservations of record; provided, however, that this reference to such restrictions, easements and reservations shall not operate to reimpose same.

Except for the warranties of title specifically contained in the immediately preceding paragraph, Grantor has not made and does not make any representations or warranties as to the physical condition, quality of construction of any improvements, timeliness of completion of any improvements, quality of materials to be incorporated into any improvements, expenses, operation, maintenance, profit, rents, loss or use to which the Property or any part thereof may be put, or any other matter or thing affecting or pertaining to the Property, and Grantee hereby takes the Property "as is". There are no express or implied warranties given to Grantee in connection with the Property or in connection with the condition or quality of the construction of any improvements comprising the Property. Grantor does hereby disclaim any and all warranties of merchantability and fitness that may be due from Grantor to Grantee, whether in regard to the improvements, buildings, or personal property contained therein and included in this conveyance. Grantee expressly releases and relieves Grantor from any liability, warranty, or obligation relating to the condition of the Property, specifically including: latent and patent conditions; the presence or release of hazardous or toxic wastes, substance and materials on or from the Property or any

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adjoining property; zoning requirements; subsurface conditions; storm water drainage conditions; the existence or condition of utilities, if any, at the Property; and any and all other matters relating to the physical condition of the Property.

WHEREVER USED HEREIN, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this instrument and their respective heirs, legal representatives, successors and assigns. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

BARNETT BANK, N.A., a national banking association, formerly known as Barnett Bank of Jacksonville, N.A., successor by merger to Barnett Bank of the Suncoast, N.A.

By: Barnett Banks, Inc., pursuant to Power of Attorney dated March 1, 1992 and filed in Official Records Book 7428 at Page 361, Public Records of Duval County, FL

Amanda A. Shertridge  
AMANDA A. SHERTRIDGE  
NAME PRINTED

Glenda K. Bowles  
Glenda K. Bowles  
NAME PRINTED

By: Scott E. Gilpin  
Name: Scott E. Gilpin  
Designated Representative pursuant to Fourth Amended and Restated Certificate of Designation recorded in Official Records Book 1052, Page 0334, Public Records of Citrus County, Florida  
100 N. Laura Street - 7th Fl.  
Jacksonville, FL 32202

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22 day of April, 1997, by Scott E. Gilpin as Designated Representative of Barnett Banks, Inc., a Florida corporation, as attorney-in-fact for Barnett Bank, N.A., a national banking association, formerly known as Barnett Bank of Jacksonville, N.A., successor by merger to Barnett Bank of the Suncoast, N.A., on behalf of the corporation, who is personally known to me or who produced \_\_\_\_\_ as identification.

Glenda K. Bowles  
Name Printed: Glenda K. Bowles  
Notary Public  
My Commission Expires:

THIS INSTRUMENT PREPARED BY:  
Victor E. Woodman, Esq.  
Winderweede, Haines, Ward &  
Woodman, P.A.  
Post Office Box 880, Winter Park, FL 32790-0880



GLENDIA K BOWLES  
My Commission 0084188  
Expires May 12, 2000

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