

10-50 KPC
175.00

RETURN TO: Tracy
Winderweede, Haines, Ward & Woodman, P.A.
P. O. Box 880
Winter Park, FL 32790-0880

Documentary Tax Paid
\$ 175.00
Intangible Tax Paid
\$ _____
Betty Strifler,
Clerk of Circuit Court,
Citrus County, Florida
By: CAS D.C.

FILED & RECORDED
CITRUS COUNTY Florida
BETTY STRIFLER, CLERK
0990402
VERIFIED BY:
KB D.C.

Parcel I.D. No.: 11 17817E0020 00070 0040
Grantee Tax ID No. [REDACTED]

SPECIAL WARRANTY DEED

THIS DEED is dated as of the 23rd day of December, 1997, by and between BARNETT BANK, N.A., a national banking association, formerly known as BARNETT BANK OF JACKSONVILLE, N.A., as successor by merger with BARNETT BANK OF THE SUNCOAST, N.A., ("Grantor"), whose address is C/O 100 N. Laura Street, 7th Floor, Jacksonville, FL, 32202, and WILBUR L. SHAFFER, a single man, ("Grantee"), whose address is 10083 North Dunedin Road, Dunnellon, FL, 34433.

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 4, Block 7, RAINBOW ESTATES UNIT NO. 2, according to the Plat thereof as recorded in Plat Book 3, Pages 84, 85 and 86, 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 1998 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 adjoining property; zoning requirements; subsoil conditions; storm water drainage conditions; the existence or condition of utilities,

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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., as successor by merger with 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

Maura E. Hollings
Maura L. Hollings
NAME PRINTED

Amanda A. Shortridge
AMANDA A. SHORTRIDGE
NAME PRINTED

By: Sheila Cribb
Sheila Cribb
Designated Representative
pursuant to Fifth Amended and
Restated Certificate of
Designation recorded in
Official Records Book 1191,
Page 0783, 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 23rd day of December, 1997, by Sheila Cribb 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., as successor by merger with Barnett Bank of the Suncoast, N.A., on behalf of the corporation, who is personally known to me.

Amanda A. Shortridge
Name Printed:
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



AMANDA A SHORTRIDGE
My Commission CCS11478
Expires Nov. 28, 1999

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