## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT PURSUANT TO SECTION 689.071, FLORIDA STATUTES

THIS INDENTURE WITNESSETH, that the Grantor, Jason A. Halverson and Jessica R. Halverson, husband and wife, of the County of Citrus State of Florida for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Harris Dobkin, Trustee of the 4370 Archer Trust, Dated July 23, 2007 \*\* Grantee the following described real estate in the County of Citrus, State of Florida, to wit: 4370 East Archer Lane, Inverness, Florida

\*\*5124 Lithia Springs Road, Lithia, FL 33547

FOR DESCRIPTION OF LANDS, SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

hereinafter called "the property"

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$27.00
DOCUMENTARY TAX: \$131.60
# 2007045222 BK:2147 PG:2158 07/30/2007 03:17 PM 3 PGS ATYRE,DC Receipt #026108

## The Beneficiaries shall have 100% use and occupancy

TO HAVE AND TO HOLD the said property in fee simple upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, subdivide, Full power and authority is hereby granted to said trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter. The Trustee shall have the power to appoint a POA or Agent to sign papers for the Trust. hereafter, to contract to make leases and to grant options to lease and options to

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall nave no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, under-takings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged. In no case shall any party dealing with said trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to see that the terms of this trust have been complied with, or be obliged or privileged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument '(a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations con trust, that such are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

AND the Grantor hereby covenants with said Grantee that grantor is lawfully seized of said property in fee simple; that the Grantor has good right and lawful authority to sell and convey said property; that the Grantor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever; and that said property is free of all encumbrances; except taxes accruing subsequent to 2006.

THE TRUSTEE IS: Harris Dobkin 8611 Limestone Ave., Tampa, Florida 33615

IN THE EVENT OF death of the Trustee the following persons are nominated successor trustees in order of their listings. The filing of a death certificate of the original Trustee along with an Affidavit of Acceptance by the First Successor Trustee shall be effective to vest title to him. Filing of a death certificate of a successor trustee or an Affidavit of Non-Acceptance by a Successor Trustee, along with an Affidavit of Acceptance by an Alternate Successor Trustee shall be effective to vest title in such Alternate Successor Trustee.

SUCCESSOR TRUSTEE Evan Evan Dobkin 11334 Cypress Leaf Drive Orlando, FI 32825

ALTERNATE SUCCESSOR TRUSTEE: Brian Dobkin 11535 Wagon Road Apt. C Orlando, FI 32826

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal this Little day of July 2007.

Signed, sealed and delivered in our presence:

Witness #1 Signature

SUSAN L. GLATTO

Witness #1 Printed Name

Dance

Witness #2 Signature

Kim L. Brance
Witness #2 Printed Name

GRANDOR: Jason A. Halverson 1575 N. Branding Iron Way Inverness, FL 34453

ANTOR Jessica R. Halverson

1575 N. Branding Iron Way Inverses, FL 34453

STATE OF FLORIDA COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Jason A. Halverson and Jessica R. Halverson, husband and wife, to me known to be the person described in and who executed the foregoing, and acknowledged before me that he/she executed the same for the purposes set out therein.

Notary Public

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SUSAN R GATTO

Printed Name of Notary

SUSAN R. GATTO

Notary Public, State of Florida

My comm. expires Jan. 29, 2008

Comm. No. DD 286098

Prepared by and return to: Harris Dobkin 5124 Lithia Springs Road Lithia, FL 33547

## **SCHEDULE "A"**

Lot 33, of HUNTERS ESTATES 3RD ADDITION, an unrecorded subdivision further described as follows:

Commence at the NE Corner of the SE1/4 of the SW1/4 of Section 25, Township 19 South, Range 19 East, thence S. 0°43'30" E. along the East line of the SW1/4 of said Section 25 a distance of 896.28 feet, thence S. 89°46'50" W. 237.53 feet to the POINT OF BEGINNING, thence S. 0°39' E. 85 feet, thence N. 89°46'50" E. 105 feet, thence N. 0°39' W. 85 feet, thence S. 89°46'50" W. 105 feet to the POINT OF BEGINNING.

Parcel Identification No. 19E19S25 3B000 0330