

R 1ST NATIONAL BANK OF PASCO



2012116432

PREPARED BY AND RETURN TO:
David J. Murphy, Esquire
Greenfelder, Mander, Murphy Dwyer & Morris
14217 Third Street
Dade City, Florida 33523

Rept: 1447232 Rec: 27.00
DS: 0.70 IT: 0.00
07/11/12 C. Cook, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

07/11/12 04:12pm 1 of 3

OR BK 8724 PG 3004

Parcel ID No.: 17E18S240010 000C0 0100

WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this ____ day of June, 2012, between CARL PEARSON, a single man, hereinafter called "GRANTOR", whose mailing address is 7 Elgin Place #801
Dade City, FLA. 34698, and FIRST NATIONAL BANK OF PASCO, hereinafter called "GRANTEE", whose mailing address is 13315 U.S. Hwy. 301, Dade City, FL 33525.

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, have granted, bargained, and sold to the said Grantee, Grantee's heirs, executors, administrators and assigns forever, the following described land, situate, and being in the County of Citrus, State of Florida:

Lot 10, Block C, Potterfields Mayfair Gulf Stream Acres, according to the map or plat thereof as recorded in Plat Book 3, Page 6, of the Public Records of Citrus County, Florida.

Together with a 1998 Palm Harbor 52x28 doublewide manufactured home ID#11885 A & B located on the premises.

This deed is given in lieu of foreclosure and is an absolute conveyance and is not given or intended as security or additional security or collateral of any kind whatsoever. It is the express intent of both the grantor and grantee herein that the legal estate acquired by the grantee pursuant to the conveyance by this instrument shall not be merged with the equitable estate in the subject property owned by virtue of that certain mortgage recorded in Official Record Book 2355, Page 1509, Public Records of Citrus County, Florida, and the grantee herein shall take the property conveyed hereby subject to said mortgage.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Mary C. Schmidt

Signature of Witness

Mary C. Schmidt

Printed or Typed Name of Witness

Eileen Langston

Signature of Witness

EILEEN LANGSTON

Printed or Typed Name of Witness

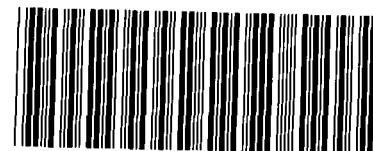
STATE OF FLORIDA
COUNTY OF PASCO

Carl Pearson

Signature of Grantor

Printed or typed name of Grantor

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$27.00
DOCUMENTARY TAX: \$0.70
2012042349 BK:2505 PG:2400
09/25/2012 03:10 PM 3 PGS
KLOSCIALE, DC Receipt #040668

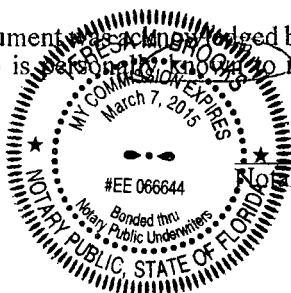


2012042349 3 PGS

The foregoing instrument was acknowledged before me on this 07th day of July, 2012, by CARL PEARSON, who is personally known to me or produced _____ as identification.

My Commission Expires:

March 7, 2015



Notary Public:

TERESE M. GROVILS

ESTOPPEL AND SOLVENCY AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared, CARL PEARSON, who, upon being by me first duly sworn, state:

That he is the person who made, executed and delivered that certain Warranty Deed In Lieu of Foreclosure ("deed") to First National Bank of Pasco, dated _____, 2012, conveying the following described real property, to wit:

Lot 10, Block C, Potterfields Mayfair Gulf Stream Acres, according to the map or plat thereof as recorded in Plat Book 3, Page 6, of the Public Records of Citrus County, Florida.

Together with a 1998 Palm Harbor 52x28 doublewide manufactured home ID#11885 A & B located on the premises.

This deed was an absolute conveyance of the title to the property to the Grantee named in the deed, and was not and is not intended as a mortgage, trust conveyance or security of any kind, and possession of the premises has been surrendered to the Grantee; the consideration for the deed was and is the full release of all the undersigned's debts, obligations, costs and charges under and by virtue of the terms of certain mortgage existing on the property, executed by Carl Pearson, recorded in O.R. Book 2355, Page 1509, Public Records of Citrus County, Florida.

The deed and conveyance were made by the undersigned as the result of the undersigned's request that the Grantee accept the deed and was his free and voluntary act; at the time of making the deed the undersigned felt and still feels that the indebtedness mentioned represented a fair value of the property of the Grantor of the deed; that at the time it was given there was no other person or persons, firms or corporations, other than the Grantee named in the deed, interested, either directly or indirectly, in the property; the Grantor of the deed is solvent and has no other creditors whose rights would be prejudiced by the conveyance; the Grantor of the deed is not obligated upon any bond or other instrument by which any lien has been created or exists against the property described in the deed and hereinabove; the undersigned in offering to execute the deed to Grantee and in executing the deed was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in the deed; and it was the intention of the undersigned as Grantor in the deed to convey and by the deed the undersigned does convey to the Grantee all right, title and interest absolute in and to the property described in the deed.

The property described in the deed is not encumbered by the lien of any judgment, writ of attachment, income tax or other tax or lien made or suffered by the undersigned, except for the 2010 real estate taxes. (Parcel ID No.: 17E18S240010 000C0 0100)

This Affidavit is made with full knowledge that it is being relied upon by the Grantee and that any false statement contained in it would subject the undersigned to all penalties imposed by law.

There have not been any improvements or repairs to the property described in the deed during the 90 day period immediately preceding the date of this Affidavit and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the property, or

for services of architects, surveyors or engineers incurred in connection with the property.

This Affidavit is made for the protection and benefit of the Grantee in the deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the deed, and shall bind the respective successors, legal representatives, personal representatives and assigns of the undersigned.

A policy of liability insurance has been maintained on the property described in the deed continuously through the date of this Affidavit and there are not any presently existing claims or potential claims for liability pertaining to the property described in the deed. Affiant does not otherwise have knowledge of claims of any type or nature whatsoever against the property described in the deed, including but not limited to lawsuits, threatened lawsuits, code violations or threatened code violations on the property which could become a lien.

The property described in the deed is in compliance with all county, state and federal health department requirements, environmental requirements and zoning requirements.

Wherever used herein, the terms "undersigned", "Grantor" and "Grantee" shall include all the parties hereto and are used for singular or plural as context requires.

Signed, sealed and delivered
in our presence:

Mary C. Schmidt
Signature of Witness
Mary C. Schmidt
Printed or Typed Name of Witness

Eileen Langston
Signature of Witness
EILEEN LANGSTON
Printed or Typed Name of Witness

Carl Pearson
Signature of Grantor
Carl Pearson
Printed or typed name of Grantor

STATE OF FLORIDA

COUNTY OF POSCO

The foregoing instrument was acknowledged before me on this 6th day of July, 2012, by CARL PEARSON, who is personally known to me or produced _____ as identification.

My Commission Expires:

March 7, 2015

Notary Public:

Teresa M. Brooks
Teresa M. Brooks

