

rec. 15.00  
d.s. .55  
15.55

90033643

✓

177

This Instrument Prepared  
Without Examination of Title  
By: WILLIAM R. KORP, ESQUIRE  
ISPHORDING KORP PAYNE MUIRHEAD  
WHITE & HORLICK CHARTERED  
333 South Tamiami Trail  
Suite 199  
Venice, Florida 34285

002198  
OR BOOK

002910  
PAGE

WARRANTY DEED

THIS INDENTURE, made this 21<sup>st</sup> day of September, 1989, by and between ALBERT J. MINGER, a married man, hereinafter referred to as Grantor, and ALBERT J. MINGER, as Trustee under Revocable Trust Agreement for the benefit of ALBERT J. MINGER, et al, dated July 28, 1988, as amended August 23, 1988, Grantee, hereinafter referred to as Trustee, whose address is: 332 Warfield Avenue, Venice, Florida 34285.

WITNESSETH:

Grantor, in consideration of ten dollars and other valuable consideration does hereby grant, bargain, sell and convey to Trustee, in and to the following described property situated in Sarasota County, Florida, to-wit:

An undivided one-half (1/2) interest in and to the following:

The West 100.00 feet of the East 700.00 feet of the North 375.12 feet of Section 14, Township 39 South, Range 19 East, Sarasota County, Florida, also known as Lot 6, Rich's Industrial Park;

Subject to restrictions, reservations and easements of record, if any, governmental regulations and taxes for 1989 and subsequent years.

Together with an Easement for ingress and egress.

Grantee, by acceptance of this deed, covenants for itself, its successors and assigns, to maintain that portion of the easement herein granted that lies directly south of the above-described property for road and drainage purposes and this covenant shall run with the land and be binding upon all future owners of the subject property.

Subject to mortgage in favor of Albert H. Rich and Helen R. Rich, husband and wife, dated April 14, 1980, recorded April 16, 1980, in Official Records Book 1366, Page 1638, Public Records of Sarasota County, Florida, which Grantee hereby assumes and agrees to pay in accordance with the interest in the property herein conveyed.

TOGETHER with all appurtenances, privileges, rights, interests, reversions, remainders and easements thereunto appertaining.

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 is specifically granted and given the power and authority:

TRANS NUM:00017685  
DOC STAMPS PD: \$.55  
INTANG. TAX PD: \$.00  
KAREN E RUSHING SARASOTA CO.  
BY: [Signature] B.C.

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 99 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, operate and dispose of 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 said real estate.

2. Rights of ownership over the above described real estate and the power and authority granted under Paragraph 1 above shall vest in any successor Trustee named herein or in the aforesaid Trust Agreement only upon the recording by said successor Trustee of an acceptance of the trust in the Public Records of the county wherein the property is located.

3. The Grantor does hereby define and declare that the interests of any beneficiary hereunder or under the said Trust Agreement collateral hereto shall be personal property only.

4. The Grantor recites that this conveyance is made in conformance with the provisions of Florida Statutes Section 689.071, and corresponding statutes.

5. By acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements of this instrument.

And Grantor hereby covenants with Trustee that Grantor is lawfully seized of said property in fee simple and it is free of encumbrances except as above stated; that Grantor has good right and lawful authority to convey same and Trustee shall have quiet enjoyment thereof; that Grantor will make such other and further assurances to perfect the fee simple title to said property as may hereafter be required. The Grantor does hereby fully warrant the title of said property, and will defend the same against lawful claims of all persons whomsoever.

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

WITNESS:

*MD Harb*

*Albert J. Minger* (SEAL)  
ALBERT J. MINGER

*John J. Beagle*

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me  
this 21 day of SEPTEMBER, 1989, by ALBERT J. MINGER,  
a married man.

*Alvin B. Eagle*  
Notary Public  
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 20, 1991  
BONDED BY U.S.F. & C.

Acct. No. 51787.0090

Grantee's Tax I. D. No. \_\_\_\_\_

WRK:MINGERKKD6

002198  
OR BOOK

002912  
PAGE

RECORDED IN OFFICIAL  
RECORDS  
MAR 30 3 47 PM '89  
ANNE E. HUSKINS  
CLERK OF COUNTY  
SARASOTA COUNTY, FL.