

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

THIS WARRANTY DEED made the 15<sup>th</sup> day of April, 1991, by HYMAN H. SILVER and DOROTHY C. SILVER, each as to an undivided one half (1/2) interest, hereinafter referred to as "GRANTORS", to JO A. TAYLOR, as Trustee under that certain Land Trust dated April 15, 1991, and designated as Land Trust No. 367, hereinafter referred to as "TRUSTEE", with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described and whose Post Office address is: 2728 Forest Knoll Drive, Sarasota, Fl 34232.

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WITNESSETH, that the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is acknowledged, hereby grant, bargain, sell, remise, release, convey and confirm unto Trustee, all that certain land situate in Sarasota County, Florida, described as follows:

Lots 18, 19, 20, Block 3, ST. ARMANDS DIVISION OF JOHN RINGLING ESTATES, as per Plat thereof recorded in Plat Book 2, Pages 30 and 31, of the Public Records of Sarasota County, Florida.

This conveyance is subject to:

1. Conditions, restrictions, reservations, limitations, and easements of record; zoning and other regulatory ordinances and taxes for the year 1991 and subsequent years
2. That certain mortgage to UNITED FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION recorded in O.R. Book 1215, Page 343, Public Records, Sarasota County, Florida and Modification and Consolidation Agreement recorded in O.R. Book 1215, Page 346, Public Records, Sarasota County, Florida.

TO HAVE AND TO HOLD the above described real estate in fee simple with the appurtenances upon the Trust and for the purposes set forth in this Deed and in Land Trust No. 367 dated April 15, 1991, hereinafter referred to as the "Trust Agreement".

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 resubdivide 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, from time to time, in possession or reversion, by leases to commence in the present or in the future, 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 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 or any part thereof to condominium, to place restrictions on the property or any part thereof, 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

TRANS NUM: 00089399  
DOC STAMPS PD: \$ .55  
INTANG. TAX PD: \$ .00  
BY: KARENJE RUSHING SARASOTA CO. D.C.

✓ *Famier Pretschner*  
1800 2nd St. Ste 806  
34236



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.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the real estate 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 its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

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 have no obligations 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, undertakings 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 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 with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiaries under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such, but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Trustee, the successor Trustee under the Trust Agreement referred to above shall be DAVID J. MOFENSON, Esq., whose address is One Wells Avenue, Suite 503, Newton, MA 02159, and upon a recording in the public records of

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Sarasota County, Florida, of a death certificate of the Trustee, title to the real property described herein shall be deemed to be held by the successor Trustee and to pass to the successor Trustee without the requirement of recording any further or additional documents.

This Deed is given and accepted in accordance with Section 689.071, Florida Statutes (1989). Trustee shall have no personal liability whatsoever for action as Trustee under the Trust Agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the Trust Agreement referred to above.

And the Grantors by this Deed fully warrant the title to the above described real estate and will defend the title against the lawful claims of all persons whomsoever.

Grantors further warrant and represent that the above described real property is not the homestead property of either Grantor nor is said property contiguous to the homestead property of either Grantor. Neither Grantor resides upon or adjacent to the above described real property. Each Grantor's place of residence and domicile is on other property.

IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their hands and seals:

EXECUTED this 15<sup>th</sup> day of April, 1991.

Signed, sealed and witnessed in our presence:

Robert M. Fournier  
Paul M. Houtz

Hyman H. Silver  
HYMAN H. SILVER

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day appeared before me, the undersigned, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared HYMAN H. SILVER, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the state and county last aforesaid this 15<sup>th</sup> day of April, 1991.

Paul M. Houtz  
Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: MAR. 6, 1992.  
WITNESSED THRU NOTARY PUBLIC UNDERWRITING.



Signed, sealed and witnessed in our presence:

Carol B. Sext  
Paul MacLean

Dorothy C. Silver  
DOROTHY C. SILVER

STATE OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

APRIL 8, 1991

I HEREBY CERTIFY that on this day appeared before me, the

undersigned, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared DOROTHY C. SILVER, known to me to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the state and county last aforesaid this 8th day of April, 1991.

  
Notary Public

My Commission Expires: January 18, 1996

Prepared by and return to:  
Robert M. Fournier, Esq.  
1800 Second Street, Suite 803  
Sarasota, Florida 34236

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RECORDED IN OFFICIAL  
RECORDS  
RECORDS VERIFIED  
MAY 29 3 52 PM '91  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL.  
