

Rec. 19.50
Doc. STAMPS .70

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OFFICIAL RECORDS
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This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237
(813)366-8100

WARRANTY DEED TO TRUSTEE

THIS INDENTURE, made this 19TH day of FEBRUARY, 1993, by and between CYNTHIA J. SENG joined by her husband LEO S. SENG, (hereinafter referred to as "Grantor") and CYNTHIA J. SENG AS TRUSTEE UNDER UNRECORDED TRUST AGREEMENT DATED FEBRUARY 19, 1993, (hereinafter referred to as "Trustee"), whose post office address is 9195 Midnight Pass Road, Sarasota, Florida, 34242. Grantee's social security number is [REDACTED]. The property appraiser's parcel identification number is as described in attached Exhibit "A".

WITNESSETH:

Grantor, in consideration of the sum of \$10.00 and other valuable considerations to it in hand paid by Trustee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustee, her successors and assigns, forever that certain real property more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is subject to those matters contained in the deed or deeds conveying the property to Grantor and real estate taxes for the current year.

TOGETHER WITH all appurtenances, privileges, rights, interests, reversions, remainders and easements thereunto appertaining (all of the foregoing being hereinafter alternatively referred to as the "real estate" or the "property").

TO HAVE AND TO HOLD the above described real estate with the following powers and for the following uses and purposes:

1. The Trustee is vested with full rights of ownership over the above-described real estate and any part of it and the Trustee is specifically granted and given the full power and authority (without limiting the foregoing):

A. To protect and conserve said real estate or any part of it and improvements located thereon and to pay the taxes assessed thereon;

B. To sell and convey said real estate, or any part of it for cash or on credit, at public or private sale, to exchange said real estate or any part of it, for other property and grant options to sell said real estate or any part of it, and to determine the price and terms of such sales, exchanges and options;

C. To execute leases and subleases of said real estate or any part of it for terms as long as 200 years, to subdivide or improve said real estate or any part of it and tear down or alter improvements thereon, to grant easements, licenses, charges and other use rights, give consents and make contracts relating to said real estate or any part of it or its use, to release or dedicate any interest in said real estate and to submit said real estate or any part of it to condominium ownership;

D. To borrow money and to mortgage, pledge or otherwise encumber any part or all of said real estate to secure payment thereof;

TRANS NUM:00217272
DOC STAMPS PD: \$.70
INTANG. TAX PD: \$.00
KAREN E RUSHING SARASOTA CO.
BY: [Signature] D.C.

THIS CONVEYANCE IS NOT SUBJECT TO TAX BECAUSE IT IS A CONVEYANCE TO A TRUSTEE WHICH IS NOT PURSUANT TO A SALE. RULE 12B-4.014(2)(b), FLORIDA ADMINISTRATIVE CODE

E. To otherwise manage, control, develop, operate and dispose of said real estate or any part thereof, 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, or any part thereof, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes;

F. To convey to a successor or successors in trust and to grant to such successor or successors all of the title, estate, powers, privileges and authorities vested in the Trustee.

2. The Trustee shall hold said real estate and make distributions of said real estate or the proceeds derived therefrom in accordance with the terms, conditions and provisions of that certain aforementioned unrecorded Declarations of Trust, collateral hereto.

3. In no case shall any party dealing with the Trustee in relation to said real estate, or any part of it, or to whom the real estate, any part of it, or any interests therein shall be conveyed, transferred, assigned, contracted to be sold, leased, mortgaged, or otherwise encumbered by said Trustee, be obligated to see to the application or disposition 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 to inquire into the identification or status of any beneficiary under this Deed or any collateral instrument, or be obliged to inquire into or ascertain the authority of the Trustee to act within and exercise the powers granted by this Deed, or said Trust, or be obliged to inquire into the adequacy or disposition of any considerations, if any, paid to the Trustee, or be obliged to inquire into any of the provisions of said unrecorded Trust Agreement, collateral hereto, and any amendments thereto, and every deed, trust deed, mortgage, lease, easement, license, condominium declaration, or any other instrument executed by said Trustee in relation of said real estate, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, mortgage, lease, easement, license, condominium declaration or other instrument: (a) That at the time of its execution and delivery the trust created by this indenture and by the Trust Agreement was in full force and effect; (b) That such conveyance, mortgage, lease, easement, license, condominium declaration or other instrument was executed in accordance with the trust conditions and limitation contained in this Deed and in the Trust Agreement and is binding upon any and all beneficiaries under such instrument; (c) That the said Trustee was duly authorized and empowered to execute and deliver every such conveyance, lease, mortgage, easement, license, condominium declaration, or other instrument; and (d) That if a conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the right, title, estates, powers, authorities, duties and privileges of the predecessor in trust and the trust.

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

5. The Grantor recites that this conveyance is made pursuant to and in conformance with the provisions of Section 689.071, Florida Statutes.

6. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon him binding.

7. Any Trustee named hereunder shall serve without bond.

8. The Trustee hereunder may resign. In the event of the death, incapacity or resignation of the Trustee, the Declaration of Trust provides for a mechanism for the appointment of the successor or substitute trustee hereunder, as the case may be. Third parties shall not be obligated to ascertain whether any successor or substitute trustee has been properly appointed under the Declaration of Trust. Upon the resignation, death or incapacity of the Trustee, the recording of an Affidavit in the public records of the county in which the property is located, by such successor or substitute Trustee and by an attorney duly licensed to practice law in Florida reciting that the predecessor Trustee has either resigned, died or become incapacitated, shall be conclusive evidence in favor of every person dealing with such successor or substitute Trustee in relation to said real estate of such fact,

and that such successor or substitute Trustee is fully vested with all the right, title, estates, powers, authorities, duties and privileges of the predecessor Trustee and of the trust.

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

10. Nothing herein shall be construed as imposing any personal liability on the Trustee in her individual capacity. Recovery against the Trustee shall be limited to Trust assets in each respective case then remaining.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be signed in its name and its seal affixed the date above written.

Witnesses:

F.T. Hopkins
Witness #1 Signature

F.T. HOPKINS
Print Witness #1 Name

Karen J. Stersnic
Witness #2 Signature

KAREN J. STERSNIC
Print Witness #2 Name

Cynthia J. Seng
CYNTHIA J. SENG

Leo S. Seng
LEO S. SENG

Address of Grantor:
9195 Midnight Pass Road
Sarasota, Florida 34242

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of April, 1993, by Cynthia J. Seng and Leo S. Seng who are personally known to me or who have produced N/A as identification and who did not take an oath.

F.T. Hopkins
F.T. HOPKINS

Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

EXHIBIT "A"

Lot 45 of Stevens Subdivision, as recorded in Plat Book 4 at Page 21 of the Public Records of Sarasota County, Florida; less begin at the NW corner of Lot 47 of Stevens Subdivision as recorded in Plat Book 4 at Page 21 of the Public Records of Sarasota County, Florida; thence southeasterly along the westerly line of said Lot 47, 15.4 feet; thence with an angle of 90 degrees to left, run northeasterly 44.87 feet to a point on the north line of said Lot 47 for a Point of Beginning; thence continue northeasterly 44.7 feet to seawall at Little Sarasota Bay; thence southeasterly along said seawall 15.4 feet to point on south line of Lot 45 of said Stevens Subdivision; thence westerly along south line of said Lot 45, 47.45 feet to POB; being a triangular parcel of land in SE corner of Lot 45 of said Stevens Subdivision. Plus being at the NW corner of Lot 47 Stevens Subdivision, as recorded in Plat Book 4 at Page 21 of the Public Records of Sarasota County, Florida; thence southeasterly along the westerly line of said Lot 47, 15.4 feet; thence with an angle of 90 degrees to left run northeasterly 44.87 feet to a point on the north line of said Lot 47; thence westerly along said north line of Lot 47, 47.45 feet to the POB; being a triangular parcel of land in the NW corner of Lot 47 of said Stevens Subdivision. Parcel ID #0131-12-0006.

RECORDED IN OFFICIAL
RECORDS
RECORD VERIFIED

93 APR 14 PM 4:28

HAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

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