

24.00
12145.00

This instrument prepared by:
Robert F. Greene, Esquire
Greene, Donnelly, Schermer,
Tipton & Moseley
1301 6th Avenue West, Ste. 505
Bradenton, Florida 34205
(813) 747-3025

TRANS NUM:00279026
DOC STAMPS PD: \$12145.00
INTANG. TAX PD: \$.00
KAREN ERUSHING SARASOTA CO.
BY: *[Signature]* D.C.

93152779

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective this 17th day of December, 1993, between **CROSSLAND SAVINGS, FSB**, a federally chartered savings bank, whose address is 1301 Sixth Avenue West, Bradenton, Florida 34205 ("Grantor"), and **REPUBLIC BANK**, a Florida banking institution, whose address is 28059 Highway 19N, Clearwater, Florida 34621, ("Grantee").

W I T N E S S E T H :

THAT Grantor, for TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable consideration paid to it by Grantee, the receipt and sufficiency thereof being acknowledged, hereby grants, bargains, sells, and conveys to Grantee the real property described as follows (the "Property"):

SEE ATTACHED EXHIBIT "A" CONSISTING OF PARCELS A AND B

SUBJECT TO:

- (1) Real property taxes and assessments for the year 1994 and subsequent years (Parcel "A" ID #2036-16-0032 and (Parcel "B" ID #0407-09-0001);
- (2) Any and all present and future zoning and all other restrictions, regulations, requirements, laws, ordinances, resolutions and orders of all municipal, county, State or Federal authority now or hereafter having or acquiring jurisdiction over the Property for the use or improvement thereof; and
- (3) Matters identified on attached Exhibit "B".

TO HAVE AND TO HOLD the same forever.

AND Grantor covenants that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to convey the Property; that Grantor will defend its title to the Property against the lawful claims of all persons claiming by, through, or under Grantor; except as set forth above.

IN WITNESS WHEREOF, Grantor has executed this Deed on the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]
Printed Name: Robert F. Greene

CROSSLAND SAVINGS, FSB

[Signature]
Printed Name: Joseph Dunning Jr.

By: [Signature]
Name: Ronald Wong
Title: Exec VP

STATE OF NY
COUNTY OF Kings

The foregoing instrument was acknowledged before me this 17 day of December, 1993 by Ronald Wong as Exec VP of CrossLand Savings FSB, a federally chartered savings bank, on behalf of the bank. He is personally known to me and did not take an oath.

[Signature]
Notary Public
Printed Name: JOSEPH DUNNING JR
My Commission Expires: Notary Public, State of New York
Commission No: No. 4945690
Qualified in Kings County
My Commission Expires Jan. 27, 1995

PARCEL "A"
(SARASOTA BRANCH)

Lot 1, and the West 20 feet of Lot 2, Block J, according to the Plat of Avondale, recorded in Plat Book 1, Pages 72 and 73, of the Public Records of Sarasota County, Florida.

East 48 feet of Lot 2 and West 32 feet of Lot 3, Block J, Avondale, as per plat thereof recorded in Plat Book 1, Pages 72 and 73, of the Public Records of Sarasota County, Florida.

Lot 4, less the part used in Tamiami Trail, Block J, and East 36 feet of Lot 3, Block J, Avondale, as per plat thereof recorded in Plat Book 1, Pages 72 and 73, of the Public Records of Sarasota County, Florida.

Lots 5, 6 and 7, Block J, Avondale, as per plat thereof recorded in Plat Book 1, Pages 72 and 73, of the Public Records of Sarasota County, Florida.

LESS the East 16.8 feet of said Lot 5, heretofore taken for right-of-way purposes.

Lot 8, Block J, Avondale, as per plat thereof recorded in Plat Book 1, Pages 72 and 73, of the Public Records of Sarasota County, Florida.

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

PARCEL "B"
(VENICE BRANCH)

•• OFFICIAL RECORDS ••
BOOK 2582 PAGE 2226

Parcel No. 1:

From the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 39 South, Range 19 East: run $S00^{\circ}33'05''$ East, along the East boundary line of said Section 7, 104.45 feet; thence $S89^{\circ}56'00''$ West, 23.65 feet; thence $S00^{\circ}04'00''$ East, 50 feet; thence $S62^{\circ}33'08''$ West, 70.79 feet to the Northeasterly right-of-way line of U.S. Highway 41 (S.R. No. 45); thence Northwestery along said right-of-way line 253.72 feet to a point that lies 33.0 feet North of the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 7; thence $N89^{\circ}40'15''$ East, along a line 33.0 feet North of and parallel to the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 7, 213.0 feet to the Easterly boundary line of said Section 7; thence South $00^{\circ}33'05''$ East, along said Section line, 33.0 feet to the Point of Beginning.

Parcel No. 2:

From the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 39 South, Range 19 East; run $S00^{\circ}33'05''$ East, along the East boundary line of said Section 7, 290.0 feet for a Point of Beginning; thence continue $S00^{\circ}33'05''$ East, along said Section line, 101.30 feet to the Northeasterly right-of-way line of U.S. Highway 41 (S.R. No. 45); thence Northwestery along the said right-of-way line, 80.0 feet; thence $N30^{\circ}26'25''$ East, 19.60 feet; thence Northeasterly along a curve to the left, radius 160.0 feet, 21.04 feet to the Point of Beginning.

Both parcels lying and being in Sarasota County, Florida.

EXHIBIT "B"

AS TO PARCEL "A" (SARASOTA BRANCH):

1. Easement Deed dated July 24, 1978 and recorded in O. R. Book 1252, page 1938, of the Public Records of Sarasota County, Florida.
2. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.

AS TO PARCEL "B" (VENICE BRANCH):

3. Easement granted to Florida Power and Light Company as recorded in O. R. Book 668, page 263, of the Public Records of Sarasota County, Florida.
4. Terms and Conditions of that certain Resolution #398-73 as recorded in O. R. Book 1003, page 253, of the Public Records of Sarasota County, Florida.
5. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water systems, sewer system or gas system servicing the lands described herein.
6. Terms, conditions and stipulations as contained within that certain Agreement recorded in O. R. Book 1003, page 258, of the Public Records of Sarasota County, Florida.

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RECORDED IN OFFICIAL
RECORDS
RECORD VERIFIED
93 DEC 21 PM 4:27
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL