

Rec: 24.00 + 3.00 INDEXING = 27.00

Prepared by: Charlotte Kranch Doc STAMPS 700.00
CHELSEA TITLE COMPANY

95043884

OFFICIAL RECORDS
BOOK 2732 PAGE 977

3830 BEE RIDGE ROAD, SUITE 101 SARASOTA, FL 34233
Incidental to the issuance of a title insurance policy.

File No.: 4010-95-237

Parcel ID #

2028-12-0108

Grantee(s) SS # , ,

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED, dated April 20, 1995

by
DOROTHY H. CLARY and KAREN TURNER, F/K/A
KAREN EDWINA CLARY AND KAREN E. CLARY,
INDIVIDUALLY, AND AS TRUSTEES OF THE GEORGE R. CLARY TRUST UNDER
AGREEMENT DATED APRIL 16, 1986, whose address is:
2301 Kalin Lane Sarasota, FL 34233

hereinafter called the GRANTOR, to
Jacky G. Mirochine and Laurie Peters Mirochine, husband and wife

whose post office address is 2775 N. BEACH RD., ENGLE WOOD, FL
34223

hereinafter called the GRANTEE:

(Wherever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in SARASOTA County, Florida, viz:

* SEE ATTACHED Exhibit "A" to Warranty Deed *

Receipt #: 000000358932-03
Doc Stamp-Deed : 700.00
Karen E. Rushing, Sarasota Co.
By: [Signature] D.G.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 1995 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: [Signature]
Print Name: CHARLOTTE KRANCH

Signature: [Signature]
Print Name: BRENDA A. MOON

[Signature]
DOROTHY H. CLARY, Ind. and as Trustee
[Signature]
KAREN TURNER, F/K/A KAREN EDWINA CLARY AND KAREN E. CLARY, INDIVIDUALLY AND AS TRUSTEE

State of Florida
County of Sarasota

I am a notary public of the state of Florida, and my commission expires: 10-19-95

THE FOREGOING INSTRUMENT was acknowledged before me on April 20, 1995 by
DOROTHY H. CLARY and KAREN TURNER, F/K/A KAREN EDWINA CLARY AND KAREN E. CLARY, AS TRUSTEES OF THE GEORGE R. CLARY TRUST

who is personally known to me or who has produced driver's licenses as identification and who did take an oath.
(type of identification) (did/did not)



CHARLOTTE KRANCH
MY COMMISSION # CC 14888 EXPIRES
Seal October 19, 1995
BONDED THROUGH FARM INSURANCE, INC.

Signature: [Signature]
Print Name: Charlotte Kranch
Notary Public

Exhibit "A" to Warranty Deed

Lot: 8, Block B, NORTH AUDUBON PLACE, according to the plat thereof, recorded in Plat Book 1, Page 54, of the Public Records of SARASOTA County, Florida.

Subject to restrictions, reservations, easements and covenants of record, if any. This reference to restrictions shall not operate to reimpose same.

Attached hereto and made a part hereof are excerpts of the unrecorded Trust Agreement which constitutes the provisions of the Trust pertaining to the powers of the Trustees. The undersigned certifies that the Trust Agreement remains in full force and effect; that the undersigned are the sole Trustees and that there have been no amendments or modifications to the Trust Agreement which changes in any way the power of the Trustees.

Grantors hereby warrant that the property described in this instrument is not their constitutional homestead as provided by the Florida Constitution.

4010
95-237

TRUST AGREEMENT

THIS AGREEMENT is made this 16th day of April, 1986, between GEORGE R. CLARY, of Sarasota County, Florida, as "Settlor" and DOROTHY H. CLARY and KAREN TURNER as "Trustees";

The Settlor hereby transfers to the Trustees the property listed in the attached schedule. That property, and all investments and reinvestments thereof and additions thereto, are herein collectively referred to as the "trust estate" and shall be held upon the following trusts:

FIRST: During the lifetime of the Settlor, the Trustees shall pay the income from the trust estate in convenient installments to the Settlor or otherwise as he may from time to time direct in writing, and also such sums from principal as he may request at any time in writing.

If at any time or times the Settlor is unable to manage his affairs, the Trustees may use such sums from the income and principal of the trust estate as the Trustees deem necessary or advisable for the care, support and comfort of the Settlor and any person dependant upon him, or for any other purpose the Trustees consider to be for Settlor's best interests, adding to principal any income not so used.

For purposes of this Agreement, the Settlor shall be considered to be unable to manage his affairs if he is under a legal disability or by reason of illness or mental or physical disability is unable to give prompt and intelligent consideration to financial matters, and the determination as to Settlor's inability at any time shall be made by the Settlor's physician, and the Trustees may rely upon written notice of that determination.

Section 2: Notwithstanding anything to the contrary, the trusts under this instrument shall terminate not later than twenty-one (21) years after the death of the last survivor of Settlor's wife and Settlor's descendants living on the date of Settlor's death, at the end of which period the Trustees shall distribute each remaining portion of the trust property to the beneficiary or beneficiaries at that time, of the current income, and, if there is more than one beneficiary, in the proportions in which they are beneficiaries.

SEVENTH: The following provisions shall apply to the trust estate and to each trust under this Agreement:

Section 1: The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

Section 2: The Trustees shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

(a) To retain any property (including stock of any corporate Trustee hereunder or of a parent or affiliate company) originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

(b) To invest and reinvest the trust property in bonds, stocks, mortgages, notes or other property of any kind, real or personal, suitable for the investment of trust funds;

(c) To cause any property, real or personal, belonging to the trust to be held or registered in the Trustee's name or name of a nominee or in such other form as the Trustee deems best without disclosing the trust relationship;

(d) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except

