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** OFFICIAL RECORDS **
BOOK 2785 PAGE 2486

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PREPARED BY AND RETURN TO:
Robert M. Pretschner, Esq.
Fournier, Pretschner & Reinicke, P.A.
1800 Second Street, Suite 803
Sarasota, FL 34236

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This instrument prepared
without the benefit of
title examination

Receipt #: 000000388918-05
Doc Stamp-Deed : 0.70
Karen S. Rushing, Sarasota Co.
By: C. Rushing D.C.

WARRANTY DEED

THIS WARRANTY DEED, made this the 15th day of June, 1995, by and between ARTHUR B. CHAPMAN, II, a single man, hereinafter collectively referred to as "Grantor", and ARTHUR B. CHAPMAN, II, Trustee of the ARTHUR B. CHAPMAN, II, REVOCABLE TRUST dated June 15th, 1995, hereinafter collectively referred to as "Trustee", whose post office address is 2562 Wye Oak Lane, Sarasota, FL 34232.

WITNESSETH: Grantor, in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustee, his successors and assigns, all Grantor's interest in the following described property situate in Sarasota County, Florida, to wit:

TAX ID# - 0026-01-0016
LOT 20, NORTHGATE CENTER SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 24 AND 24A, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining;

TO HAVE AND TO HOLD said real estate with the following powers and for the uses and purposes set forth below, subject to and granting unto the Grantor the right to continue in possession of and occupy the premises as the continuing homestead of the Grantor for the life of the Grantor and with all continuing exemptions available to the Grantor:

1. The Trustee is vested with full rights of ownership over the above described real estate and Trustee is specifically granted and given the power and authority:

- 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 20 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 and operate 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, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes;
- f. Anything herein to the contrary notwithstanding, the Trustee's liability hereunder, under the Trust Agreement or by operation of law to any person, firm or corporation is limited to the trust assets and the Trustee shall not become individually or personally obligated in any manner related thereto;

2. The Trustee shall hold said real estate and make distributions of said real estate or of the proceeds derived therefrom in accordance with the terms and conditions of that certain unrecorded Trust Agreement dated the February 3, 1995.

3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to the application of any proceeds of any sales, lease, mortgage or pledge, but the receipt of the Trustee shall be a complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgagees, lessees, transferees and assigns dealing with said Trustee need not inquire into the identification or status of any beneficiary under this deed or any collateral instrument nor inquire into or ascertain the authority of such Trustee to act in and exercise the powers granted by this deed or of adequacy or disposition of any consideration paid to the Trustee nor inquire into the provisions of the said unrecorded Trust Agreement and any amendments thereto collateral hereto.

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 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 it binding.

7. Each and every power hereinabove set forth may be exercised by any Trustee. Any instrument executed by any Trustee or any act taken by any Trustee shall be binding upon the trust and all of the Trustees as fully and completely as if all Trustees had executed said instrument or taken said action.

8. Every successor Trustee shall have all of the title, powers and discretion herein given to the Trustee, without any act of conveyance or transfer. A certificate signed by any Trustee or any successor Trustee under this instrument and acknowledged by him, her or it before a Notary Public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate representing the terms of this instrument and the identity of the Trustees who from time to time are serving under it.

And Grantor hereby covenants with Trustee that Grantor is lawfully seized of said property in fee simple, that 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. The Grantor does hereby fully warrant the title of said property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO PROPERTY APPRAISER: The Grantors confirm that under the terms of the trust referred to above, the Grantors have not less than a beneficial interest for life and are entitled to the homestead tax exemption pursuant to the provisions of Florida Statute 196.041(2).

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed the date above written.

Signed, sealed and delivered in the presence of:

Thomas E. Yarnum
Witness:

Print Name: Thomas E. Yarnum

Linda A. Schielos
Witness:

Print Name: LINDA A SCHIELOS

ARTHUR B. CHAPMAN, II

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

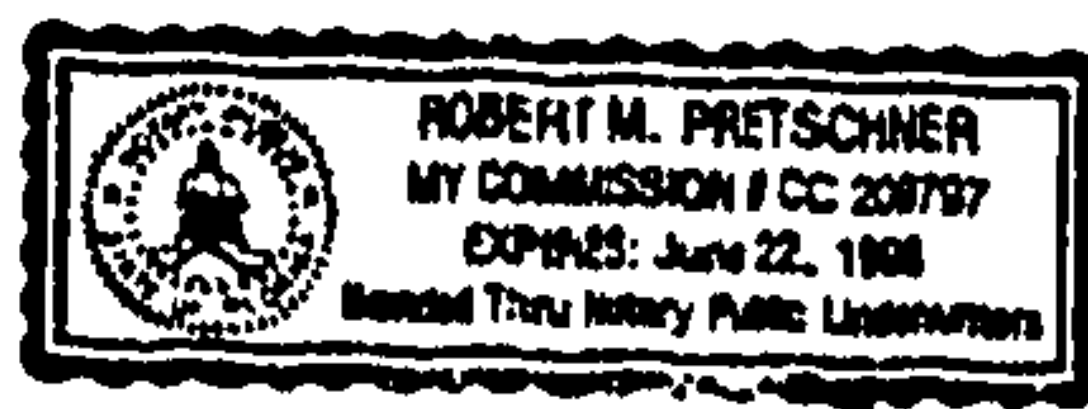
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RECORDED IN OFFICIAL RECORDS

AS TO GRANTOR

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Indenture was acknowledged before me this 15TH day of June, 1995, by ARTHUR B. CHAPMAN, II, who is personally known to me or who has produced as identification.



Robert M. Pretschner
NOTARY PUBLIC
My Commission Expires: