This instrument prepared by and to be returned to:
BYRON VALIGHAN
Attorney at Law
1800 Second St., Suite 919
Sarasota, FL. 34236

19.50

Receipt #: 000000477079-05
Doc Stamp-Deed: 0.70
Karen E. Rushing, Sarasota Co.
By: \_\_\_\_\_\_D.C.

## QUIT CLAIM DEED

This Quit Claim Deed, executed this day of January, 1997 by WILMA B. RIEDINGER, a single woman, residing at 2471 Paulston Court, Sarasota, Florida 34237, hereinafter called the Grantor, to WILMA B. RIEDINGER, Trustee, or her successor(s) in trust, under the WILMA B. RIEDINGER LIVING TRUST, dated December 8, 1989, and any amendments thereto.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of <u>love and affection</u>, does hereby remise, release and quit claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sarasota, State of Florida, to-wit:

Lot 5, Block D, HARTLAND PARK, as per plat thereof recorded in Plat Book 5, page 39, of the Public Records of Sarasota County, Florida.

together with the power and authority to protect, conserve, sell, encumber, and otherwise to manage and dispose of, and

- 1. The Trustee is vested with full rights of ownership over the 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 the Real Estate or any part of it and the improvements located thereon, and to pay the taxes assessed thereon.
  - b. To sell and convey the Real Estate of any part of it for cash or on credit, at public or private sale, to exchange the Real Estate or any part of it for other property, and

to grant options to sell the Real Estate or any part of it, and to determine the price and terms of such sales, exchanges and options.

- part of it for terms as long as ninety-nine (99) years, to subdivide or improve the 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 the Real Estate or any part of it or its uses, to release or dedicate any interest in the Real Estate or any part of it to cooperative or condominium ownership.
- d. To borrow money and to mortgage, pledge or otherwise encumber any part or all of the Real Estate and to secure payment thereof.
- e. To otherwise manage, control, develop, operate and dispose of the Real Estate or any part of it, 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 the Real Estate, or any part of it, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes, as amended.
- 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 the Real Estate and make distributions of the Real Estate or the proceeds derived therefrom in accordance with the terms, conditions and provisions of that certain unrecorded Trust Agreement referenced above.
- No party dealing with the Trustee in relation to the Real Estate shall be obligated to see to the application or disposition of any purchase money, rent, or money borrowed or advanced on the Real Estate, or be obligated to see that the terms of the trust have been complied with, or be obligated to inquire into or ascertain the authority of the Trustee to act within and exercise the powers granted by this deed, or be obligated to inquire into any of the provisions of the unrecorded Trust Agreement or any amendments to it. Every deed, trust deed, mortgage, lease, easement, license, condominium declaration, cooperative documents, or any 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, mortgage, lease, easement, license, condominium declaration, cooperative documents or other instrument (a) that at the time of its execution and delivery the trust created by this indenture and

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

by the Trust Agreement was full force and effect; (b) that the conveyance, mortgage, lease, easement, license, condominium declaration, cooperative documents, or other instrument was executed in accordance with the trust conditions and limitations contained in this deed and in the Trust instrument; (c) the Trustee was duly authorized and empowered to license, condominium declaration, cooperative documents, 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, that such 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 interests of any beneficiary hereunder of under the Trust Agreement, and any amendment to it, shall be personal property only.
- 5. This conveyance is made pursuant to and in conformance with the provisions of Section 689.071, Florida Statutes, as amended.
- 6. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements binding upon him.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Name:

TING TO THE PARTY OF THE PARTY

Muni W.

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STATE OF FLORIDA COUNTY OF SARASOTA

Subscribed and sworn to before me by WILMA B. RIEDINGER, on January 30, 1997, who personally appeared before me. personally known RIEDINGER įs as identification and did (not)

My Commission expires:

ROBERT JAMES ROCKWELL Notary Public, State of Florida My comm. expires July 28, 2000 Comm. No. CC572894

NOTARY PUBLIC Robert James Rochwell Commission No.

> FECCRETE IN OFFICIAL 57 FEB -6 PH 3:1,7

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