

Tax ID Number: 12311001

OFFICIAL RECORDS
INSTRUMENT # 1998085050 5 PGS

Prepared by:
Jeffrey S. Kannensohn, Esquire
Porter, Wright, Morris & Arthur
4501 Tamiami Trail North, Suite 400
Naples, Florida 34103-3013

Doc Stamp-Deed: 3,087.00
By: *[Signature]* KAREN E. RUSHING SARASOTA COUNTY
D.C. Receipt #:012138

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1998085050 5 PGS
1998 JUN 29 10:34 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SPECIAL WARRANTY DEED

BARNETT BANK, NATIONAL ASSOCIATION, a national banking association, as successor by merger with Barnett Bank of Southwest Florida, f/k/a United First Federal Savings and Loan Association, f/k/a United First Federal Savings and Loan Association of Sarasota ("Grantor"), whose address is 400 North Ashley Drive, 8th Floor, Tampa, Florida 33602, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY unto, **THE HUNTINGTON NATIONAL BANK**, a national banking association, ("Grantee"), whose address is Finance Department [HC0622], Attn: Bernard Cason, 41 South High Street, Columbus, Ohio 43215, in fee simple, that certain land located in Sarasota County, Florida, being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's heirs, successors and assigns forever. And Grantor hereby covenants with Grantee that, except as above noted, that at the time of the delivery of this Special Warranty Deed the Property was free from all encumbrances made by it and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN, BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY

Property Control No. 24





OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING AND DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS, WASTES OR SUBSTANCES DEFINED IN ANY FEDERAL, STATE OR LOCAL LAWS OR ANY OTHER SPECIALLY REGULATED MATERIALS INCLUDING, BUT NOT LIMITED TO, ASBESTOS, PETROLEUM PRODUCTS, POLYCHLORINATED BIPHENYL, OR RADON GAS. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. THE FOREGOING PROVISIONS IN THIS PARAGRAPH ARE SUBJECT TO THOSE SPECIFIC REPRESENTATIONS AND WARRANTIES CONCERNING THE PROPERTY CONTAINED IN THE PURCHASE AND ASSUMPTION AGREEMENT DATED DECEMBER 8, 1997, ENTERED INTO BY OR FOR THE BENEFIT OF GRANTOR OR GRANTEE.

Ad valorem taxes for the present year having been prorated, Grantee hereby assumes payment thereof, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 26 day of June 1998.

WITNESSES:

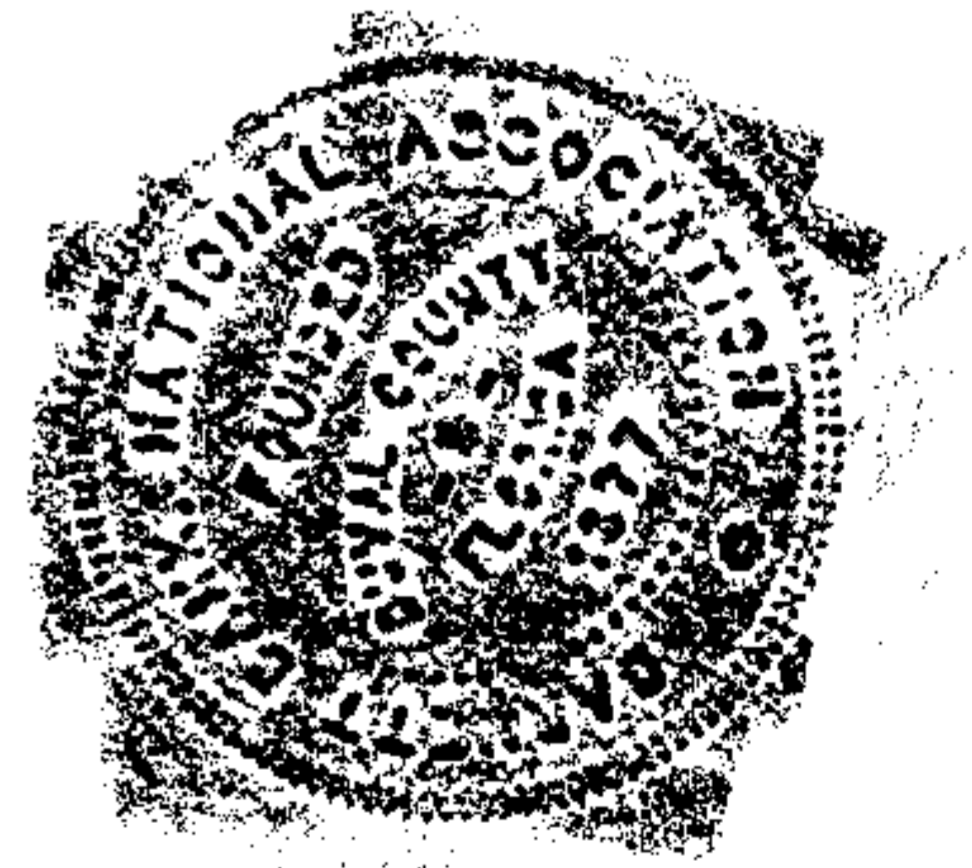

Name: Patricia Stonis


Name: S.B. Mullen

BARNETT BANK, NATIONAL ASSOCIATION,
a national banking association

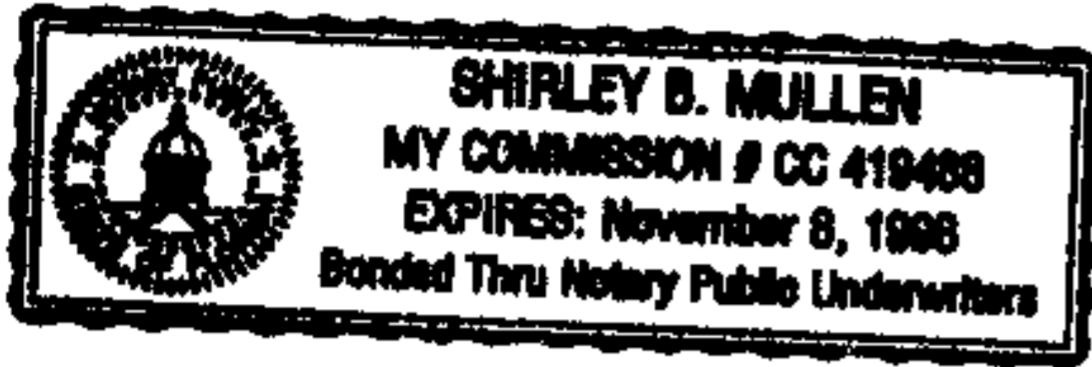
By: 
Name: MONICA L. AMMANN
Title: Senior Vice President

(Corporate Seal)




STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on June 10th, 1998, by MONICA L. AMMANN, as Senior Vice President of BARNETT BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of the association. She is personally known to me or ~~has~~ produced _____ as identification.



(SEAL)


Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

NAPLES/0072363.36



PARCEL I - FEE:

Commence at the Northwest corner of South 1/2 of the Northwest 1/4 of Section 27, Township 37 South, Range 18 East, Sarasota County, Florida; thence North 89°29'29" East along the North line of said South 1/2 of Northwest 1/4 a distance of 40.00 feet to a concrete monument set on the East right-of-way line of Beneva Road; thence South 00°00'02" East along said East right-of-way line of Beneva Road (being parallel to the West line of said Section 27) a distance of 115.01 feet to the Point of Beginning; thence North 89°29'29" East, a distance of 208.72 feet; thence South 0°00'02" East, a distance of 417.42 feet; thence South 89°29'29" West, a distance of 208.72 feet to said East right-of-way line of Beneva Road; thence North 0°00'02" West a distance of 417.42 feet to the Point of Beginning.

LESS AND EXCEPT a parcel described in O.R. Book 1718, Page 826, Public Records of Sarasota County, Florida, described as follows:

Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of Section 27, Township 37 South, Range 18 East, Sarasota County, Florida; thence North 89°29'29" East, along the North line of said South 1/2 of Northwest 1/4, a distance of 40.00 feet to a concrete monument, set on the East right-of-way line of Beneva Road; thence South 00°00'02" East along the said East right-of-way line of Beneva Road (being parallel to the West line of said Section 27) a distance of 324.896 feet to the Point of Beginning; thence South 89°57'22" East, a distance of 208.72 feet; thence South 00°00'02" East, a distance of 205.512 feet; thence South 89°29'29" West, a distance of 208.72 feet; thence North 00°00'02" West, 207.524 feet to the Point of Beginning.

File No: FL97-1113X

PROPERTY CONTROL NO. 24

DR

AGENTS FILE NO.: FL97-1113X
PROPERTY CONTROL NO. 24

EXHIBIT "B"

1. Taxes and assessments for the year of closing and all subsequent years.
2. EASEMENT granted to FLORIDA POWER & LIGHT COMPANY, from GLORIA S. SLAUGHTER, dated September 8, 1964, recorded in O.R. Book 494, Page 475, SARASOTA County Records.
3. EASEMENT granted to FLORIDA POWER & LIGHT COMPANY, from UNITED FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, dated May 1, 1978, recorded in O.R. Book 1247, Page 2191, SARASOTA County Records.
4. UNDERGROUND EASEMENT granted to FLORIDA POWER & LIGHT COMPANY, from UNITED FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, dated May 1, 1978, recorded July 14, 1978 in O.R. Book 1247, Page 2192, SARASOTA County Records.
5. Matters shown on survey dated January 29, 1998 (revised May 29, 1998), prepared by Wilson, Miller, Barton, & Peck, Inc., Drawing Number 02964-003-003.
6. TERMS AND CONDITIONS OF THE RECIPROCAL EASEMENT AGREEMENT BETWEEN UNITED FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION ("UFA") AND SQUARE ~~ASSOCIATES~~ ASSOCIATES, LIMITED, DATED AS OF SEPTEMBER 28, 1984, RECORDED OCTOBER 1, 1984 IN O.R. BOOK 1718, PAGE 829, SARASOTA COUNTY RECORDS (CANCEL II).

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