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KAREN E. RUSHING

CLERK OF CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

FMILLER Receipt#065644

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#386

THIS INSTRUMENT PREPARED

(Without examination of title)

BY AND RETURN TO:

I.W. WHITESELL, JR., ESQUIRE

Bowman, George, Scheb,

Toale & Robinson, P.A.

22 South Tuttle Avenue, Suite 3

Sarasota, Florida 34237

Parcel ID# 2027-02-0019

2027-02-0018

0104-16-0010

0104-16-0011

0104-16-0012

WARRANTY DEED

THIS INDENTURE made this 6TH day of October, 1998, by VIVIENNE W. TOALE, a single woman, whose Social Security number is [REDACTED] hereinafter referred to as Grantor, and VIVIENNE W. TOALE, as Trustee under Agreement dated September 9, 1998, for the benefit of VIVIENNE W. TOALE, under the terms of which JAMES E. TOALE is successor Trustee, hereinafter referred to as Trustee, whose address is 700 John Ringling Blvd., Apt. N-202, Sarasota, Florida 34236.

Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, does hereby grant, bargain, and convey to the Trustee, a one-third (1/3) interest in the following described property situated in Sarasota County, Florida, to wit:

Parcel One - Orange Avenue

Lots 1, 2, 3, and 4, less the South 26.5 feet thereof, together with the West 1/2 of the adjacent vacated alley; of the George W. Blackburn Subdivision of Lot 2, Block I, Plat of Sarasota, according to Plat thereof recorded in Plat Book A, Page 73, Public Records of Sarasota County, Florida.

Parcel Two - Gulf Gate

Lot 17, SOUTH RETREAT Subdivision, as per plat thereof recorded in Plat Book 10, Page 37, of the Public Records of Sarasota County, Florida.

Lots 18 and 19 of SOUTH RETREAT Subdivision, as per plat thereof recorded in Plat Book 10, Page 37, Public Records of Sarasota County, Florida.

That part of the North 1/2 of the South 1/2 of SE 1/4 of SE 1/4 and that part of the North 1/2 of the South 1/2 of SW 1/4 of SE 1/4 of Section 17, Township 37 South, Range 18 East, lying East of Tamiami Trail, described as follows: Begin at a point where the North line of SE 1/4 of SW 1/4 of SE 1/4 of Section 17, Township 37 South, Range 18 East, intersects the Easterly line of Tamiami Trail (said Easterly line being 33' from the center of pavement); thence continue S. 38 deg., 13 min. E. along said Easterly line of Tamiami Trail, 252.78 feet for a point of beginning; thence continue S. 38 deg., 13 min. E., along said Trail, 175.32 feet to a concrete monument on the South line of North 1/2 of South 1/2 of SE 1/4 of SE 1/4 of said Section 17; thence East along South line of said North 1/2 of South 1/2 of SE 1/4 of SE 1/4, 150 feet; thence North 0 deg., 57 min. E., 136.2 feet to a point (said point being 196.2 feet South of North line of South 1/2 of said SE 1/4 of SE 1/4); thence N. 89 deg., 03 min. W. and parallel to North line of South 1/2 of said SE 1/4 of SE 1/4, 260.7 feet to the Point of Beginning; LESS THEREFROM right of way for new Tamiami Trail.



NOTE TO PROPERTY APPRAISER: GRANTOR certifies and covenants to grantee that neither Grantor nor any of her family resides on the above described property or any property adjacent thereto; that the above described property does not constitute any part of Grantor's homestead under the laws of the state of 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 following uses and purposes, to wit:

1. The Trustee is vested with full rights of ownership over the above-described real estate and 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 200 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 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.

2. Rights of ownership over the above-described real estate and the power and authority granted under Paragraph 1 above, shall vest in any successor Trustee named herein, only upon the recording by said successor Trustee of an acceptance of the Trust in the public records of the County wherein the property is located.

3. The Grantor does hereby define and declare that the interests of any beneficiary hereunder or under the said Trust Agreement collateral hereto shall be personal property only.

4. The Grantor recites that this conveyance is made in conformance with the provisions of Florida Statutes, Section 689.071.

5. By acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements of this instrument.

And Grantor hereby covenants with Trustee that Grantor is lawfully seized of said property in fee simple and 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; that Grantor will make such other and further assurances to perfect the fee simple title to said property as may hereafter be required. The Grantor does

hereby fully warrant the title of said property, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

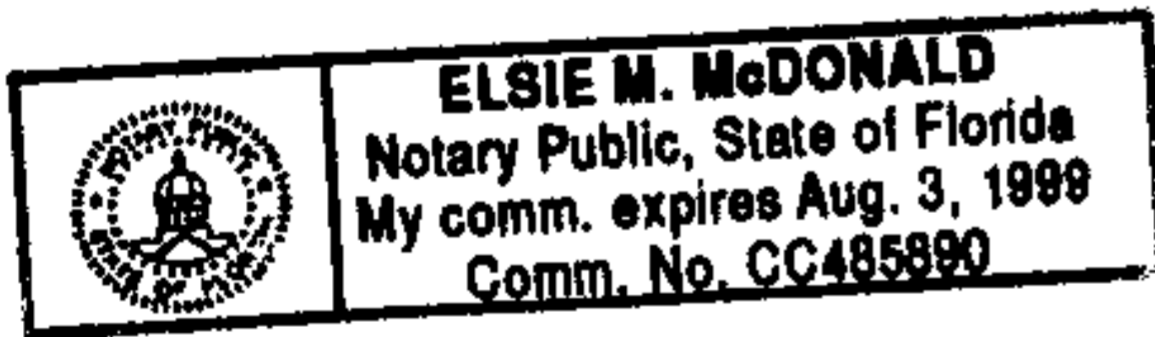
L. W. Whitesell, Jr.
L. W. Whitesell, Jr.
(Print or Type Name)

Vivienne W. Toale
VIVIENNE W. TOALE
Address: 700 John Ringling Blvd.
Apt. N. 202
Sarasota, FL 34236

Elsie M. McDonald
ELSIE M. McDONALD
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of October, 1998, by VIVIENNE W. TOALE,
 who is personally known to me; or
 who has produced _____ as identification.



Elsie M. McDonald
NOTARY PUBLIC
Print Name:
My Commission Expires: