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This Instrument Prepared By:

JAMES C. STEWART, JR., ESQUIRE
STEWART & STORTER, ATTORNEYS AT LAW
 Suite 101
 2121 County Road 951
 Golden Gate, Florida 34116-6543
 Telephone Number (941) 353-1040
 E-Mail Address: StewartandStorter@WorldNet.att.net

Doc Stamp-Deed: 0.70

WITHOUT BENEFIT OF TITLE EXAMINATION

GENERAL WARRANTY DEED

THIS INDENTURE, made this 23rd day of September, 1999, between **JOHN MANHARDT**, a married man, whose mailing address is 3291 64th Street S.W., Naples, Florida 34105, as grantor ("Grantor"), and **JOHN MANHARDT**, Trustee of the **JOHN MANHARDT REVOCABLE INTER VIVOS TRUST**, under agreement dated JULY 28, 1999, whose mailing address is 3291 64th Street S.W., Naples, Florida 34105, as grantee ("Grantee"),

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of **TEN AND NO/100S DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee, Grantee's heirs and assigns forever, Grantor's undivided **ONE THIRD (1/3)** interest in those certain lands lying and being in Sarasota County, Florida, and more particularly described as follows:

COMMENCE AT THE NORTH EAST CORNER OF SECTION 20, TOWNSHIP 37 SOUTH, RANGE 18 EAST, THENCE SOUTH 0° 01' 41" WEST ALONG THE EAST LINE OF SECTION 20, 25 FEET; THENCE NORTH 89° 23' 24" WEST (PARALLEL TO THE NORTH LINE OF SECTION 20) 85 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SECTION 20, A DISTANCE OF 167.25 FEET; THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF SECTION 20 A DISTANCE OF 120 FEET; THENCE NORTHERLY 167.25 FEET; THENCE EASTERLY 120 FEET TO THE **POINT OF BEGINNING**; LYING AND BEING IN SECTION 20, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

THE FOREGOING PROPERTY IS NOT THE HOMESTEAD OF GRANTOR NOR CONTIGUOUS THERETO, GRANTOR RESIDING AT 3291 64TH STREET S.W., NAPLES, FLORIDA 34105.

Full power and authority is granted by this Deed to the Grantee, Grantee's successors and assigns, to protect, conserve, sell, lease, encumber, or otherwise manage and dispose of the real property or any part of it.

In no case shall any party dealing with Grantee, Grantee's successors and assigns, in relation to the real estate, be obligated (a) to see to the application of any funds paid or advanced on the premises, (b) to see that the terms of the trust agreement have been complied with, (c) to inquire into the necessity or expediency of any act of Grantee, or (d) to inquire into the terms of the trust agreement.

Every deed or other instrument executed by Grantee, Grantee's successors and assigns, in relation to the real property shall be conclusive evidence in favor of every person relying upon or claiming under such instrument that (a) at the time of its delivery, the trust agreement was in full force and effect, (b) the instrument was executed in accordance with the terms, conditions, and limitations contained in the trust agreement and is binding upon all beneficiaries under the trust agreement, (c) Grantee was duly authorized and empowered to execute and deliver every such instrument, and (d) if the instrument is executed by a successor or successors in trust, the successor or successors in trust have been appointed properly and vested with all the title, estate, rights, powers, duties, and obligations of the predecessor or predecessors in trust.

Any contract, obligation, or indebtedness incurred or entered into by Grantee, Grantee's successors and assigns, in connection with the real estate may be entered into by them in their own names as Trustee of an express trust and not individually. Grantee, Grantee's successors and assigns, shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness, except only as far as the trust property and funds in the actual possession of Grantee, Grantee's successors and assigns, shall be applicable to its payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.


The interest of the beneficiaries under the said trust agreement shall be deemed personal property only.


Grantor does hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever, except mortgages, liens, and encumbrances created or assumed by Grantor, real property ad valorem taxes for 1999 and all subsequent years, zoning, building code, and other use restrictions imposed by governmental authority, outstanding oil, gas, and mineral interests of record, if any, and restrictions and easements common to the subdivision.


IN THIS GENERAL WARRANTY DEED, USE OF THE PLURAL TENSE SHALL IMPLY BOTH THE PLURAL AND THE SINGULAR AND USE OF THE SINGULAR TENSE SHALL IMPLY BOTH THE SINGULAR AND THE PLURAL.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal as of the day and year first above written.

Witnesses as to Grantor:


Print witness's name below:
Janelle S. Stewart



Print witness's name below:
James C. Stewart, Jr.
STATE OF FLORIDA


JOHN MANHARDT

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county as aforesaid to take acknowledgments, personally appeared JOHN MANHARDT, [CHECK ONE(1)] () with whom I am personally acquainted OR () who provided to me sufficient evidence of identity in the form of valid and who did take an oath, to me known to be the person or persons who executed the foregoing instrument and who acknowledged before me that Grantor executed the same for the purposes set forth therein.

WITNESS my hand and official seal in the state and county last aforesaid, this 21 day of ~~AUGUST~~, 1999.
September


NOTARY PUBLIC - STATE OF FLORIDA AT _____

(NOTARY SEAL)
PLEASE LEGIBLY PRINT NOTARY'S NAME AND NOTARY'S COMMISSION NUMBER BELOW:
My commission expires: _____

