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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002096635 4 PGS
2002 JUN 13 05:09 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
CBETHEL Receipt#182194
Doc Stamp-Deed: 0.70

2002096635

DEED IN TRUST

THIS INDENTURE, made this 13 day of June, 2002, by and between **HELEN G. ABELT, a single woman,** hereinafter referred to as Grantor, whose post office address is 3043 Eden Mills Dr., Sarasota, FL 34237 and **HELEN G. ABELT, as Trustee Under Agreement Dated May 8, 2002**, hereinafter referred to as Trustee, whose post office address is 3043 Eden Mills Dr., Sarasota, FL 34237.

WITNESSETH, Grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustee, her successors and assigns, the following described property situate in Sarasota County, Florida, to-wit:

> Lots 5, 6, 7 and 8, Block G, PALMYRA SUBDIVISION, as per plat thereof recorded in Plat Book 1, Page 181 of the Public Records of Sarasota County, Florida.

Subject to taxes for the year 2002 and subsequent years. Subject to applicable restrictions, reservations and easements of record, if any. Subject to governmental zoning and/or regulations.

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 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 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 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 thereafter be operated and maintained on said real estate, and in general to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes.

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 Trust Agreement collateral hereto entered into by the Grantor and the Trustee and the Trustee shall have no personal liability.

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 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 Sec. 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.

The Trust Agreement contains the provision that the Grantor shall be entitled to possession of any homestead property conveyed to the Trustee and provides that upon the resignation, death, or inability of the Trustee to act, then John Galik shall be successor Trustee.

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 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 Grantor has signed and sealed this Deed the date above written.

WITNESSES:

sign Sherry L Glass
print Sherry L Glass

sign Joanne L. Perry
print Joanne L. Perry

Helen G. Abelt
Helen G. Abelt

PARCEL ID #0043-14-0025 and
#0043-14-0026

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13 day of June, 2002, by Helen G. Abelt, who is personally known by me or who has produced _____ as identification.

NOTARY PUBLIC:
sign _____
print _____
State of Florida at Large (Seal)
My Commission Expires:

SHERRY L GLAU
Notary Public, State of Florida
My comm expires Nov 21, 2003
Comm No CC 865909

Prepared without benefit of search
by James E. Toale, Esquire
BOWMAN, GEORGE, SCHEB, TOALE & ROBINSON, P.A.
2750 Ringling Boulevard, Suite #3
Sarasota, Florida 34237
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