

This Instrument Prepared  
Without Examination of Title  
By: H. GREG LEE, ESQUIRE  
2014 Fourth Street  
Sarasota, Florida 34237  
**PARCEL #:** ~~0073-04-0021~~

## WARRANTY DEED

THIS INDENTURE, made this 9<sup>th</sup> day of August, 2006, by and between LYLE GENE KREIDER, a/k/a Lyle G. Kreider, joined by his spouse, Miriam A. Kreider, hereinafter referred to as Grantor, whose address is: 4451 Hackamore Road, Sarasota, Florida 34241; and LYLE G. KREIDER and MIRIAM A. KREIDER, <sup>Grantee</sup> whose address is same as above, as Trustee of the Lyle G. Kreider and Miriam A. Kreider Revocable Living Trust dated July 24, 2006, under the terms of which Jonathan L. Kreider is the designated successor Trustee.

WITNESSETH, Grantor, in consideration of love and affection does hereby grant, bargain and convey to Trustee **Grantor's undivided 1/2 interest** in and to the following described property situated in Sarasota County, Florida, to-wit:

See Schedule A, attached hereto, for legal description

Subject to restrictions, reservations and easements of record and taxes for 2006 and subsequent years.

TOGETHER with all appurtenances, privileges, rights, interests, 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 99 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, operate and dispose of 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 or in the aforesaid Trust Agreement 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.

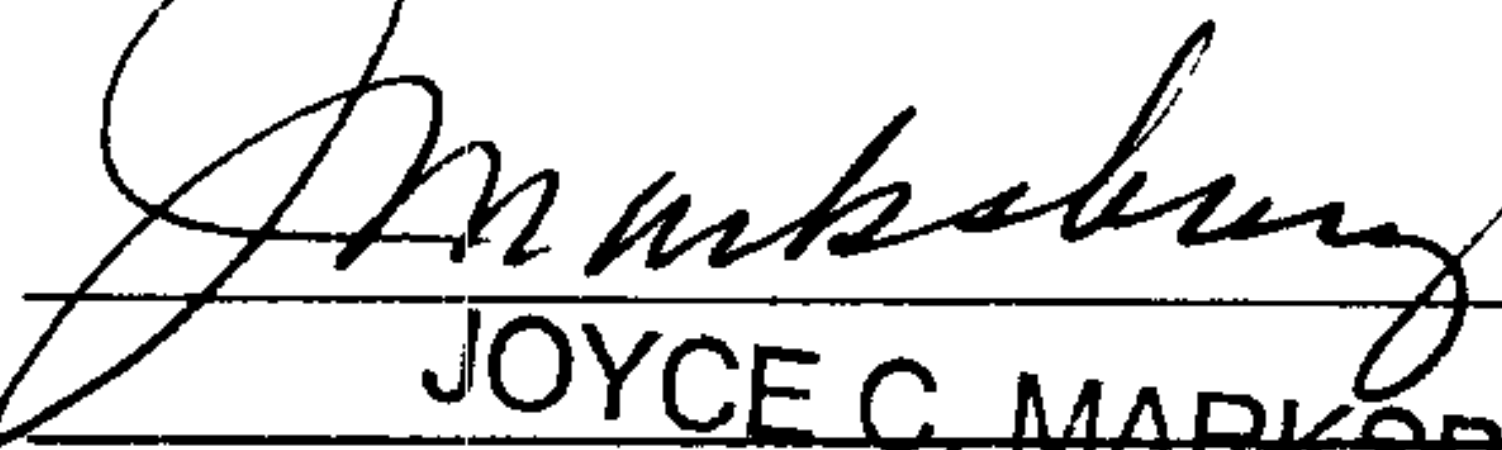
4. The Grantor recites that this conveyance is made in conformance with the provisions of Florida Statutes Section 689.071.


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 Grantor's hand and seal the day and year first above written.

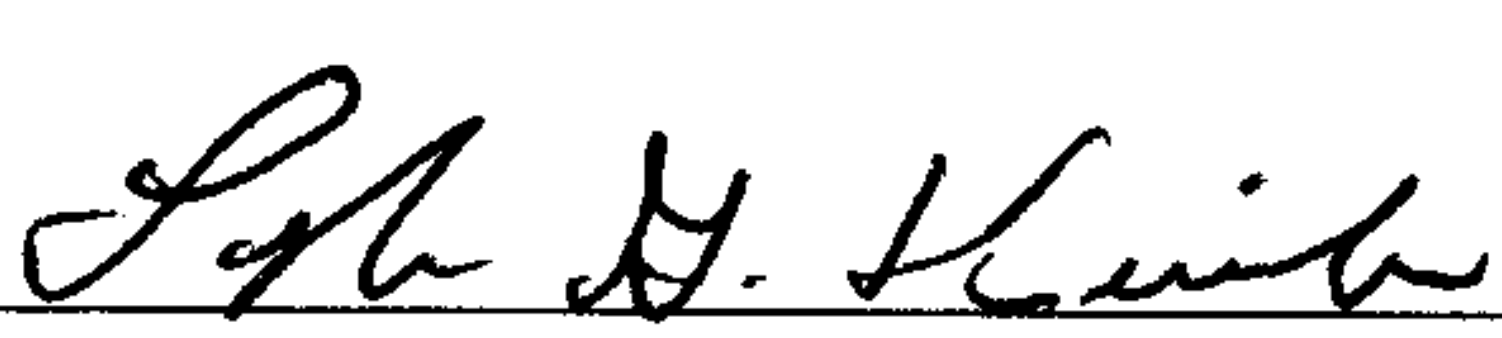
WITNESS:


  
\_\_\_\_\_  
JOYCE C. MARKSBURY

  
\_\_\_\_\_  
EILEEN BOYLE

  
\_\_\_\_\_  
JOYCE C. MARKSBURY

  
\_\_\_\_\_  
EILEEN BOYLE

  
\_\_\_\_\_  
LYLE GENE KREDIER (SEAL)

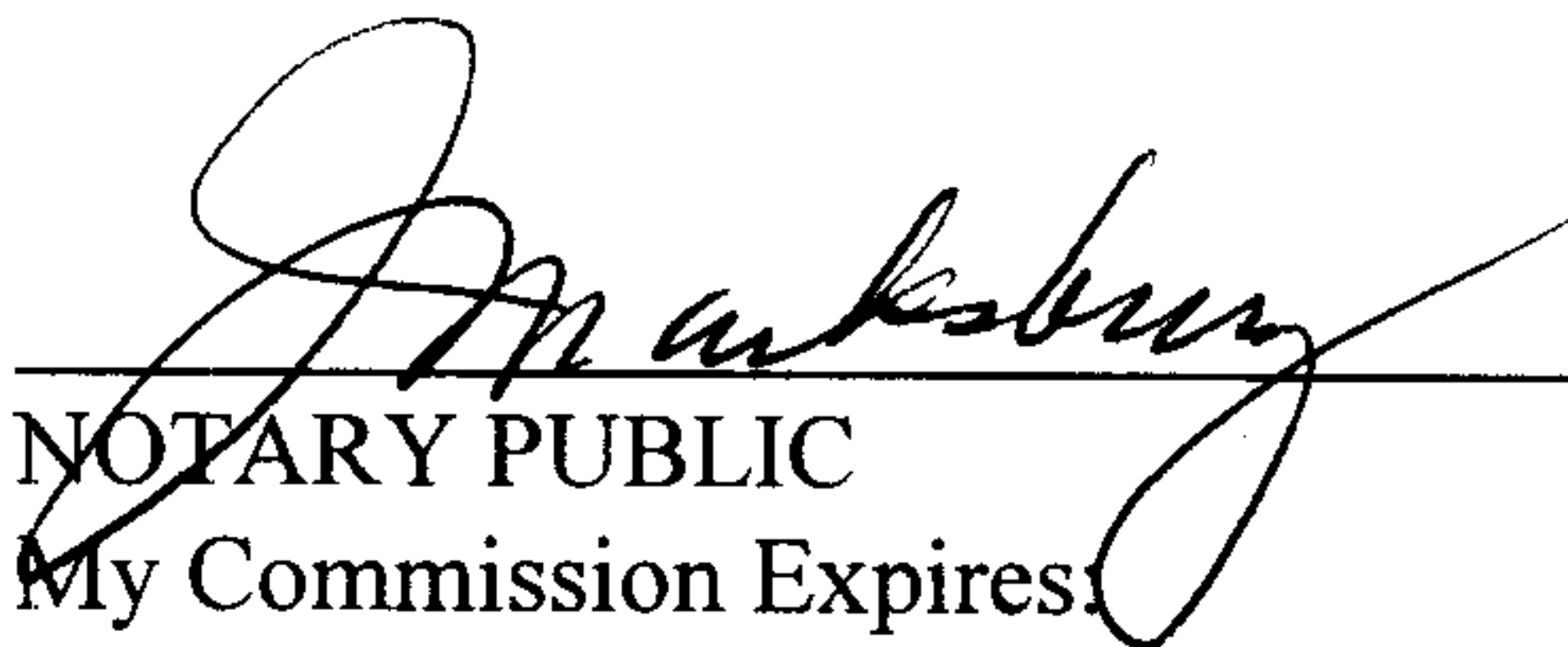
  
\_\_\_\_\_  
MIRIAM A. KREIDER (SEAL)

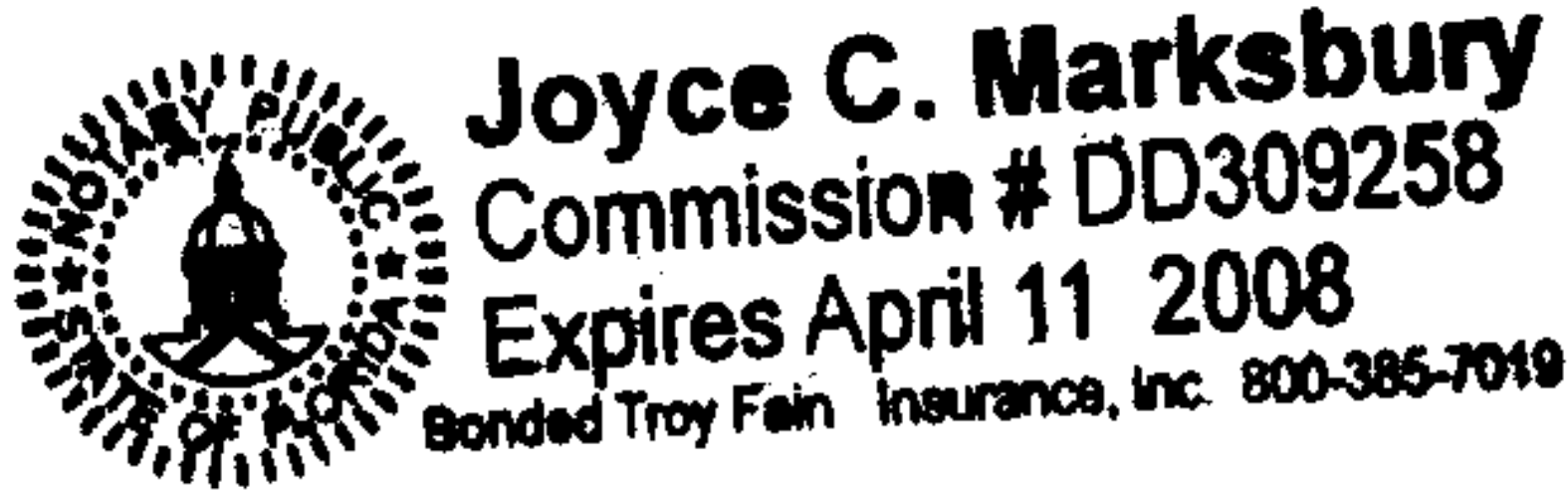


STATE OF FLORIDA )

COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2006 by LYLE GENE KREIDER and MIRIAM A. KREIDER, who are personally known to me or who have \_\_\_\_\_, as identification and who did take an oath.

  
NOTARY PUBLIC  
My Commission Expires



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**SCHEDULE A**

**Legal Description**

A **one-half** (½) undivided interest in and to:

BEGIN at the NW corner of Tract 5, Block 3, SARASOTA-VENICE CO. SUBDIVISION, Section 4, T37S, R18E, recorded in Plat Book 2, Page 18, of the Public Records of Manatee County, Florida (also recorded in Plat Book "A", Page 13, of the Public Records of Sarasota County, Florida), said corner being intersection of center lines of Swift Road and Wilkinson Road, thence South along West line of Tract 5 (center line of Swift Road) 270.75 feet; thence with angle of 94° 51' 45" to left, run NE'ly 156.71 feet; thence with an angle of 115° 49' 15" to left, run NW'ly 70.56 feet; thence with an angle of 19° 11' to right, run NW'ly 174.71 feet to South line of 48' R/W of Wilkinson Road; thence run North 24' to North line of said Tract 5 (center line of Wilkinson Road); thence West along said North line of Tract 5, 116.02 feet to the Point of Beginning. SUBJECT to R/W for Swift Road and Wilkinson Road; and Less 6' conveyed to Sarasota County by deed dated February 3, 1972, recorded in O.R. Book 954, Page 106, of said Records.