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THIS INSTRUMENT PREPARED
BY / PLEASE RETURN TO:

✓
DAVID A. DUNKIN
DAVID A. DUNKIN, P.A.
ATTORNEY AT LAW
170 WEST DEARBORN STREET
ENGLEWOOD, FL 34223

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2007096726 2 PGS

2007 JUN 18 09:55 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

HJAMES Receipt#932397

Doc Stamp-Deed: 0.70

Reserved For Use By Clerk of Court

WARRANTY DEED



THIS INDENTURE made this 14TH day of June, 2007 by and between **VICTORIA A. COLE**, a single person, herein referred to as **GRANTOR**, and **VICTORIA A. COLE** and **FLORIAN V. O'DAY**, as Trustees under the **VICTORIA A. COLE REVOCABLE TRUST DATED JUNE 14, 2007**, as **GRANTEE**, whose post office address is 301 South McCall Road, Englewood, Florida 34223.

WITNESSETH; Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantors in hand paid by Grantees, the receipt of which is hereby acknowledged, have granted, bargained and sold to the said Trustee, and Trustee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Sarasota, State of Florida, to wit:

Lots 3, 4, 5, 6, 7 and 8, Block 4, LAMPP'S SUBDIVISION, of Grove Lots 81 and 82, PLAT OF ENGLEWOOD, according to Plat thereof, recorded in Plat Book 1, Page 66, of the Public Records of Sarasota County, Florida.

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

and the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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 20 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 hereafter be operated and maintained on said real estate, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes, 1991;
- (f) The Trustee's liability hereunder, under the Trust Agreement or by operation of law to any person, firm or corporation, is limited to the trust assets and the Trustee shall not become individually or personally obligated in any manner related thereto;

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 identified above, and any amendments thereto.

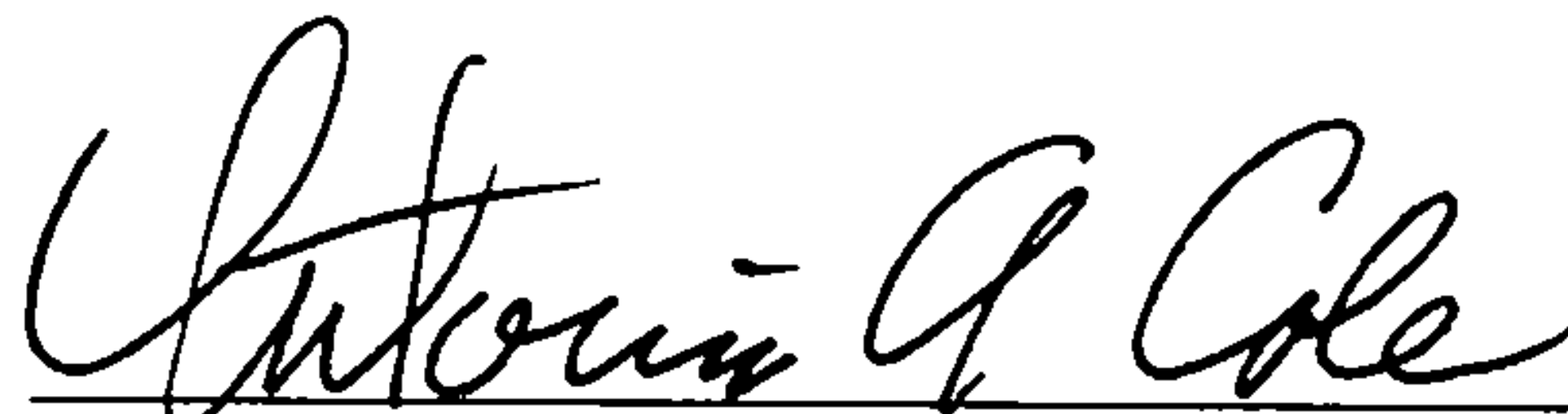
3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to application of any proceeds of any sales, lease, mortgage or pledge, but the receipt of the Trustee shall be a complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgages, 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 the Trustee nor inquire into the provisions of said unrecorded Trust Agreement and any amendments thereto collateral hereto.
4. The Grantor recites that this conveyance is made in conformance with the provisions of Section 689.071, Florida Statutes.
5. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon it binding.
6. Each and every power hereinabove set forth may be exercised by any Trustee. Any instrument executed by any Trustee or any act taken by any Trustee shall be binding upon the Trust and all of the Trustees as fully and completely as if all Trustees had executed said instrument or taken said action.
7. The Successor Trustee is **KATHLEEN BELLAMY**. The incumbent Successor Trustee shall have all of the title, powers and discretion herein given to the Trustee, without any act of conveyance or transfer. A certificate signed by any Trustee or any Successor Trustee under this instrument and acknowledged by him/her before a Notary Public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate representing the terms of this instrument and the identity of the Trustees who from time to time are serving under it.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed on the date first above written.

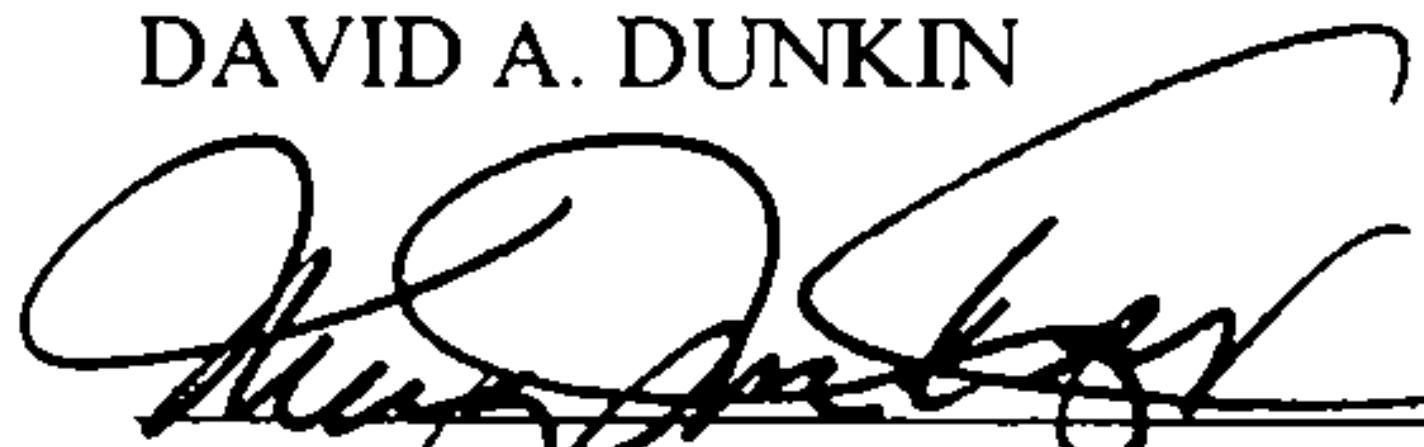
Signed, sealed & delivered
in the presence of:



DAVID A. DUNKIN



VICTORIA A. COLE

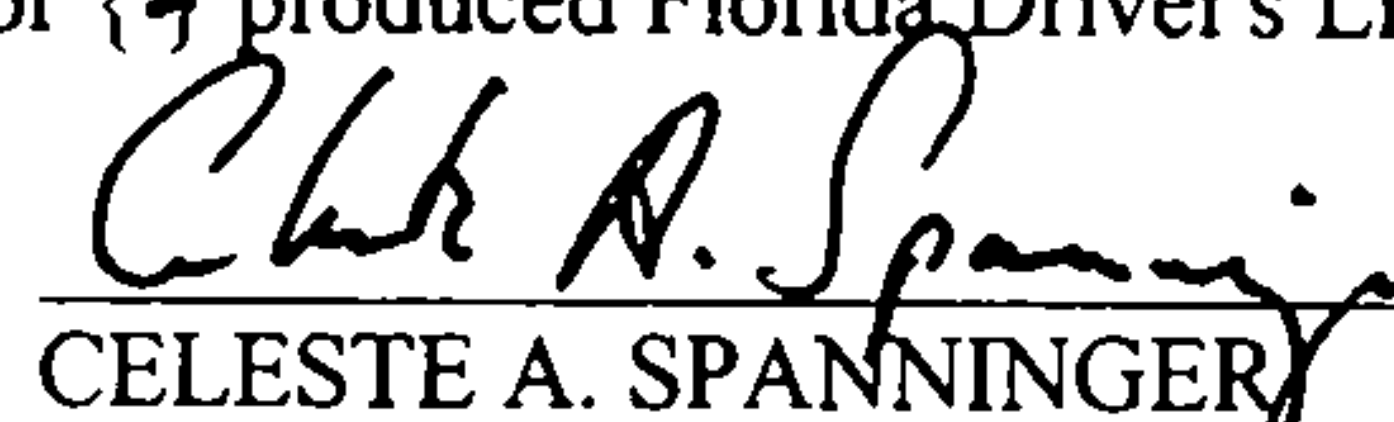


MARYLANE KNIGHT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of June, 2007, by **VICTORIA A. COLE**. The persons signing { } is personally known to me or { } produced Florida Driver's Licenses as identification.

My Commission Expires:



CELESTE A. SPANNINGER
Notary Public

