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2007 DEC 10 04:40 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

FMILLER Receipt#992761

Doc Stamp-Deed:

0.70

Record: ~~\$61.60~~
Doc Stamps: \$.70

✓ This instrument prepared without the benefit of title examination by:
John Patterson, Esq.
Livingston, Patterson, Strickland & Siegel, P.A.
46 North Washington Boulevard, Suite 1
Sarasota FL 34236
(941) 365-0550



WARRANTY DEED TO TRUSTEE

THIS INDENTURE is made this 26 day of November 2007, between **GARY H. SCHMIDT** and **MELBA HOWARD SCHMIDT**, husband and wife, whose address is 1652 Caribbean Drive, Sarasota, Florida 34231, hereinafter referred to as "**GRANTOR**", and, as to an undivided one half interest, **GARY H. SCHMIDT** and **MELBA HOWARD SCHMIDT**, as Co-Trustees under a certain unrecorded Trust Agreement known as **The Melba Howard Schmidt 2007 Revocable Trust dated May 4, 2007** (the "Melba Howard Schmidt Trust Agreement"), whose address is 1652 Caribbean Drive, Sarasota, Florida 34231, and, as to an undivided one half interest, **GARY H. SCHMIDT** and **MELBA HOWARD SCHMIDT**, as Co-Trustees under a certain unrecorded Trust Agreement known as **The Gary Howard Schmidt 2007 Revocable Trust dated May 4, 2007** (the "Gary H. Schmidt Trust Agreement"), whose address is 1652 Caribbean Drive, Sarasota, Florida 34231, as tenants in common, hereinafter referred to as "**TRUSTEE**".

(Wherever used herein the terms "GRANTOR" and "TRUSTEE" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **TRUSTEE**, forever, all of their interest in the following described property (the "Real Estate") lying and being in Sarasota County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF.

Subject to valid easements; restrictions and reservations of record; real property taxes for the current year and all

subsequent years; and that certain mortgage recorded as Instrument # 2007054688, Public Records of Sarasota County, Florida.

TOGETHER with all appurtenances, privileges, rights, interests, dower, reversions, remainders, and easements thereunto appertaining;

TO HAVE AND TO HOLD the Real Estate with the following powers and for the following uses and purposes.

1. The TRUSTEE is vested with full rights of ownership over the Real Estate and any part of it and the TRUSTEE is specifically granted and given the full power and authority (without limiting the foregoing):

a. To protect and conserve the Real Estate or any part of it and improvements located thereon, and to pay the taxes assessed thereon.

b. To sell and convey the Real Estate or any part of it for cash or on credit, at public or private sale, to exchange the Real Estate or any part of it for other property, and to grant options to sell the Real Estate or any part of it, and to determine the price and terms of such sales, exchanges and options.

c. To execute leases or subleases of the Real Estate or any part of it for terms as long as 200 years, to subdivide or improve the Real Estate or any part of it and tear down or alter improvements thereon, to grant easements, licenses, charges and other use rights, give consents and make contracts relating to the Real Estate or any part of it or its uses, to release or dedicate any interest in the Real Estate or any part of it to cooperative or condominium ownership.

d. To borrow money and to mortgage, pledge or otherwise encumber any part or all of the Real Estate and to secure payment thereof.

e. To otherwise manage, control, develop, operate and dispose of the Real Estate or any part of it, 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 the Real Estate, or any part of it, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes, as amended.

f. To convey to a successor or successors in trust and to grant to such successor or successors all of the title, estate, powers, privileges and authorities vested in the TRUSTEE.

2. The TRUSTEE shall hold the Real Estate and make distributions of the Real Estate or the proceeds derived therefrom in accordance with the terms, conditions and provisions of the Melba Howard Schmidt Trust Agreement and the Gary H. Schmidt Trust Agreement.

3. No party dealing with the TRUSTEE in relation to the Real Estate shall be obligated to see to the application or disposition of any purchase money, rent, or money borrowed or advanced on the Real Estate, or be obligated to see that the terms of the trust have been complied with, or be obligated to inquire into or ascertain the authority of the TRUSTEE to act within and exercise the powers granted by this deed, or be obligated to inquire into the adequacy or disposition of any consideration, if any, paid to the TRUSTEE, or be obligated to inquire into any of the provisions of the Melba Howard Schmidt Trust Agreement and the Gary H. Schmidt Trust Agreement or any amendments thereto. Every deed, trust deed, mortgage, lease, easement, license, condominium declaration, cooperative documents, or any other instrument executed by the TRUSTEE in relation to the Real Estate, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, mortgage, lease, easement, license, condominium declaration, cooperative documents or other instrument (a) that at the time of its execution and delivery the trust created by this indenture and by the Melba Howard Schmidt Trust Agreement and the Gary H. Schmidt Trust Agreement were in full force and effect; (b) that the conveyance, mortgage, lease, easement, license, condominium declaration, cooperative documents, or other instrument was executed in accordance with the trust conditions and limitations contained in this deed and in the Melba Howard Schmidt Trust Agreement and the Gary H. Schmidt Trust Agreement and is binding upon any and all beneficiaries under such instrument; (c) the TRUSTEE was duly authorized and empowered to execute and deliver such conveyance, lease, mortgage, easement, license, condominium declaration, cooperative documents, or other instrument; and (d) that if a conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the right, title, estates, powers, authorities, duties and privileges of the predecessor in trust and the trust.

4. The interests of any beneficiary hereunder or under the Melba Howard Schmidt Trust Agreement and the Gary H. Schmidt Trust Agreement, and any amendments to them, shall be personal property only.

5. This conveyance is made pursuant to and in conformance with the provisions of Section 689.071, Florida Statutes, as amended.

6. By its acceptance of this conveyance, the TRUSTEE covenants and agrees to do and perform the duties, acts and requirements binding upon him.

7. Any Trustee or successor Trustee named hereunder shall serve without bond.

8. In regards to the Melba Howard Schmidt Trust Agreement and in the event of the resignation, death, or adjudication of incompetency of either **GARY H. SCHMIDT** or **MELBA HOWARD SCHMIDT**, unless otherwise removed pursuant to the terms of the Trust Agreement, the remaining Trustee shall continue to serve as Trustee. In the event of the resignation, death, or adjudication of incompetency of the remaining Trustee, **JOHN C. PATTERSON, JR.**, and **NORTHERN TRUST BANK, N.A.**, or its successor in interest by merger or otherwise, are nominated as alternate or successor Co-Trustees. The recording of a Notice of Resignation signed by the remaining original Trustee, or the death certificate of the remaining original Trustee, or a final judgment adjudicating the remaining original Trustee to be incompetent, along with an Affidavit of Acceptance by the alternate or successor Co-Trustees shall be effective to vest title to him or her and it. The recording of a death certificate of a successor Trustee or an Affidavit of Non-Acceptance by a successor Trustee, along with an Affidavit of Acceptance by the next successor Trustee shall be effective to vest title in such successor Trustee. The recording of a Notice of Resignation signed by either co-trustee then serving and an Affidavit of Acceptance of the successor or alternate trustee appointed in accordance with the terms, conditions and provisions of the Melba Howard Schmidt Trust Agreement shall be effective to vest title in such successor Trustee.

9. In regards to the Gary H. Schmidt Trust Agreement and in the event of the resignation, death, or adjudication of incompetency of either **GARY H. SCHMIDT** or **MELBA HOWARD SCHMIDT**, unless otherwise removed pursuant to the terms of the Trust Agreement, the remaining Trustee shall continue to serve as Trustee. In the event of the resignation, death, or adjudication of incompetency of the remaining Trustee, **JOHN C. PATTERSON, JR.**, and **NORTHERN TRUST BANK, N.A.**, or its successor in interest by merger or otherwise, are nominated as alternate or successor Co-Trustees. The recording of a Notice of Resignation signed by the remaining original Trustee, or the death certificate of the remaining original Trustee, or a final judgment adjudicating the remaining original Trustee to be incompetent, along with an Affidavit of Acceptance by the alternate or successor Co-Trustees shall be effective to vest title to him or her and it. The recording of a death certificate of a successor Trustee or an Affidavit of Non-Acceptance by a successor Trustee, along with an Affidavit of Acceptance by the next successor Trustee shall be effective to vest title in such successor Trustee. The recording of a Notice of Resignation signed by either co-trustee then serving and an Affidavit of Acceptance of the successor or alternate trustee appointed in accordance with the terms, conditions and provisions of the Melba Howard Schmidt Trust Agreement shall be effective to vest title in such successor Trustee.

Any contracts, deeds, mortgages, leases or other instruments pertaining to the Real Estate described herein may be executed by either **GARY H. SCHMIDT** or **MELBA HOWARD SCHMIDT**, as Trustee. Any contracts, deeds, mortgages, leases or other instruments pertaining to the Real Estate described herein shall be executed by all successor or alternate Trustees.

NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS IMPOSING ANY PERSONAL LIABILITY ON A TRUSTEE IN HIS INDIVIDUAL CAPACITY. THE TRUSTEE WILL NOT BE LIABLE EXCEPT TO THE EXTENT OF TRUST ASSETS.

GRANTOR hereby covenants with TRUSTEE that GRANTOR is lawfully seized of the Real Estate 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 the Real Estate as may hereafter be required. The GRANTOR does hereby specially warrant the title of the Real Estate, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has signed and sealed this deed the day above written.

Signed, sealed and delivered
in the presence of:

Mary K. Henry
Print Name: MARY K. HENRY

Susan Williams
Print Name: Susan Williams

Gary H. Schmidt
GARY H. SCHMIDT

Patricia G. Blair
Print Name: Patricia G. Blair

Melba Howard Schmidt
MELBA HOWARD SCHMIDT

Lisa G. Moore
Lisa G. Moore

STATE OF FLORIDA
COUNTY OF SARASOTA

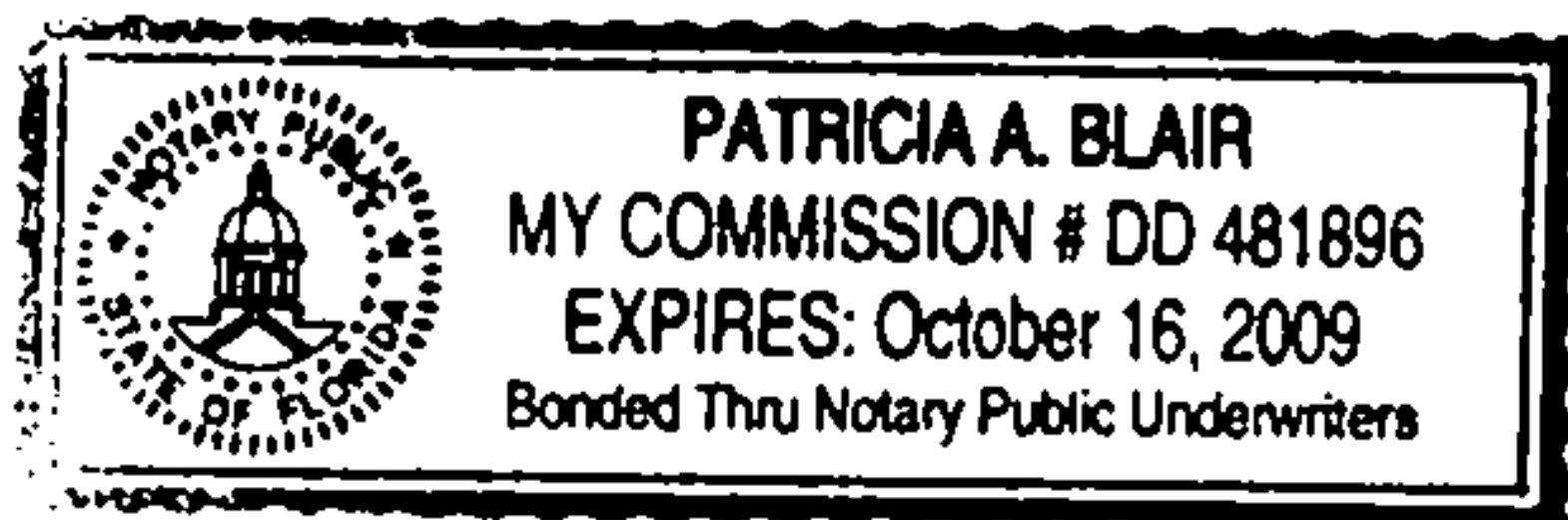
The foregoing instrument was acknowledged before me this 27th day of November 2007, by **GARY H. SCHMIDT**, who is personally known to me or who has produced _____ as identification.



Shari L. Potocki
Notary Public,
Shari L. Potocki
Print Name of Notary Public
My Comm. Expires: 8-27-2010

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26 day of November 2007, by **MELBA HOWARD SCHMIDT**, who is personally known to me or who has produced _____ as identification.



Patricia A. Blair
Notary Public

Print Name of Notary Public
My Comm. Expires: _____

EXHIBIT "A"

Parcel I.D. No. 0219-02-0030

Parcel I.D. No. 0219-02-0041

A tract of land lying in Section 21, Township 36 South, Range 19 East, Sarasota County, Florida, and being a portion of Lots 3 and 4, of The Sarasota International Trade Center, Unit No. I, as recorded in Plat Book 29, Pages 45 and 45A, of the Public Records of Sarasota County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Lot 3, being a point on the Westerly boundary line of said Sarasota International Trade Center, Unit No. I; thence run North 00°00'10" West, along said boundary line 163.17 feet to the Point of Beginning; thence continue North 00°00'10" West, along said boundary line 303.50 feet; thence leaving said boundary line, run North 88°51'20" East, 16.87 feet; thence south 11°17'55" East, 17.62 feet to the point of curvature of a curve to the left; thence run along the arc of said curve, having a radius of 50' and a central angle of 128°00'26" 111.71 feet, to a point on a non-tangent line; thence South 69°24'27" East, along said non-tangent line, 286.28 feet to a point lying on the arc of a curve to the left, whose center bears South 69°24'27" East, 2052.46 feet; said point also lying on the Westerly right of way line of Sarasota Center Boulevard (90 feet wide); thence run along the arc of said curve, having a radius of 2052.46 feet and a central angle of 06°54'59", 247.77 feet to a point on a radial line; thence North 76°19'26" West, along said radial line, 311.10 feet to the Point of Beginning.