

Consideration: \$182,500.00
Documentary Stamps: \$1,227.50
Recording Fee: \$18.50

Prepared by and return to:
Evan N. Berlin, Esquire
Berlin-Patten, PLLC
1819 Main Street, Suite 1000
Sarasota, Florida 34236

Property Appraiser's Parcel ID# 2039-08-0037
(FOR INFORMATIONAL PURPOSES ONLY)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2010074298 2 PGS

2010 JUN 17 03:48 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

CEAGLETO Receipt#1287824

Doc Stamp-Deed: 1,277.50



2010074298

WARRANTY DEED TO TRUSTEE

THIS INDENTURE, WITNESSETH, that the Grantor, **Thomas A. Oechslin and Valerie J. Oechslin, husband and wife, 1855 Orchid Street, Sarasota, FL 34239**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms unto **D. Scott Bryan, as Trustee of the Mary Diane Goessling Bryan Trust u/a/d April 4, 2001**, whose address is **3532 Flamingo Ave, Sarasota, FL 34242**, with full power and authority under Florida Statute 689.071 to protect, conserve, sell, lease, or to encumber, or otherwise to manage and dispose of the following described real property in the **Sarasota** of Sarasota, and State of Florida, to wit:

The East 1/2 of Lot 7 and all of Lot 9, Block E, Poinsettia Park, according to the plat thereof recorded in Plat Book 1, page 143, of the Public Records of Sarasota County, Florida.

TO HAVE AND TO HOLD the said Property in fee simple upon the trusts and for the uses and purposes herein stated.

Full power and authority is hereby granted to said Trustee and/or its successor to protect and conserve said real estate and improvements located thereon, to pay the taxes assessed thereon, to improve, subdivide, sell, lease, encumber and otherwise manage and dispose of said Property or any part thereof, and to resubdivide said Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey said Property either with or without consideration, to convey said Property or any part thereof to a successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said Property, or any part thereof, from time to time, to grant possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or time hereafter, to contract to make leases and to grant options to lease and options to renew leases and contract respecting the manner of fixing the amount of present or future rentals, 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 to 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, to exchange said Property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about any easement appurtenant to said Property or any part thereof, and to deal with said Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways specified above, at any time or times hereafter. This conveyance is made in conformance with the provision of Section 89.071, Florida Statutes. The Trustee shall hold said real estate and make distributions of said real estate of the proceeds derived therefrom in accordance with the terms and conditions of the Trust Agreement.

Any contract obligation or indebtedness incurred or entered into by the Trustee in connection with said Property shall be as Trustee of an express trust and not individually, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the Trust Property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof and it shall be expressly understood that any representations, warranties, conveyance, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the Trust Property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released 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.

In no case shall any party dealing with said Trustee in relation to said Property, or to whom said Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgage by said Trustee, be obligated to see to the application of any purchase money, rent, or money borrowed or advanced on said Property, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the Trust created by this deed was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the Trust conditions and limitation contained in this deed and binding upon all beneficiaries thereunder; (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if such conveyance is made by or 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 title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in Trust. The interest of each beneficiary under the Trust and of all persons claiming under them or any of them shall be only in the possession earnings, avails and proceeds arising from the sale or other disposition of said Property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said Property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon its binding. The written acceptance by the successor Trustee, recorded among the public records in the county where the real property described herein is located, together with evidence of the prior Trustee's death, disability, or resignation, shall be deemed conclusive proof that the successor trustee provisions of the Trust have been complied with. Evidence of a Trustee's death shall consist of a certified copy of his death certificate. Evidence of his disability shall consist of a license physician's affidavit establishing that the Trustee is incapable of performing his duties as Trustee. Evidence of a Trustee's resignation shall consist of a resignation, duly executed and acknowledged by him. The successor trustee shall have the same powers granted to the original Trustee, as set herein above.

Together with appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said property in fee simple; that it is free of encumbrances except for taxes for the current and subsequent years, easements, reservations, and restrictions of record, if any, which reference thereto shall not serve to re-impose same; that Grantor has good right and lawful authority to convey same; and that Grantee shall have quiet enjoyment thereof. Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal this 15th day of June, 2010

Witnesses:

(1) Jasmine Tate
Printed Name Jasmine Tate

(2) Amanda Carbonneau
Printed Name Amanda Carbonneau

GRANTOR:

Thomas A. Oechslin
Thomas A. Oechslin
P.O. Address: 1855 Orchid Street, Sarasota, FL 34239

Valerie J. Oechslin
Valerie J. Oechslin
P.O. Address: 1855 Orchid Street, Sarasota, FL 34239

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this 15th day of June, 2010 by Thomas A. Oechslin and Valerie J. Oechslin, who is/are personally known to me or who has/have produced a FL Driver's License as identification.

Amanda Carbonneau
Printed Name:
Notary Public
My Commission Expires: _____

