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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2011099231 5 PGS

2011 AUG 25 02:00 PM

KAREN E. RUSHING

Prepared and Executed Pursuant to Estate Planning
Prepared and Return To: CLERK OF THE CIRCUIT COURT
Paul D. Beitlich, Esquire SARASOTA COUNTY, FLORIDA
ICARD, MERRILL, CULLIS, FMILLER Receipt#1418296

TIMM, FUREN & GINSBURG, P.A.
2033 Main Street, Suite 500
Sarasota, FL 34237

Purchase Price - \$1,000.00

File #45010-91931

Doc Stamp-Deed: 7.00

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2011099231 5 PGS

2011 AUG 25 02:00 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#1418296

Doc Stamp-Deed: 0.70

**SPECIAL WARRANTY DEED TO TRUSTEE
UNDER LAND TRUST AGREEMENT PURSUANT
TO SECTION 689.071, FLORIDA STATUTES**

DATE: August 24, 2011.

THIS INDENTURE WITNESSETH, that **STEARNS BANK N.A.**, as successor to First State Bank by asset acquisition from the FDIC as receiver for First State Bank, whose post office address is: 22 S. Links Avenue, Sarasota, Fl 34236, Grantor and (the "Grantor"), 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 **PAUL D. BEITLICH**, as Trustee of Florida Land Trust #US301, per Trust Agreement dated July 22, 2011 (the "Grantee"), whose post office address is 202 N. Tamiami Trail, Sarasota, Florida 34236, the following described real estate in the County of Sarasota, Florida, to wit:

See attached Exhibit "A".

GRANTOR covenants that neither he nor their families reside upon the afore-described property nor on property contiguous or adjacent thereto.

Property I.D. No. A cutout of 0043-05-0030 and 0043-05-0024

(hereinafter called "the Property").



TO HAVE AND TO HOLD the said property in fee simple upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such 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, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 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 times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises 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 above specified, at any time or times hereafter.

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, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal 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 part 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 mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said property, or be obliged to see that the terms of this Trust have been complied with, 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 Agreement; 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 Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in some amendment thereof 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 the conveyance is made to a successor or successors in trust, that such 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 Agreement hereunder 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.

AND the Grantor hereby covenants with said Grantees that Grantor is lawfully seized of said property in fee simple; that the Grantor has good right and lawful authority to sell and convey said property; and hereby warrants the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, subject to:

1. Taxes and assessments for the year 2010 and subsequent years;
2. Conditions, restrictions, easements, limitations and reservations of record, if any, but this reference shall not operate to reimpose same; and
3. Applicable zoning ordinances and regulations.

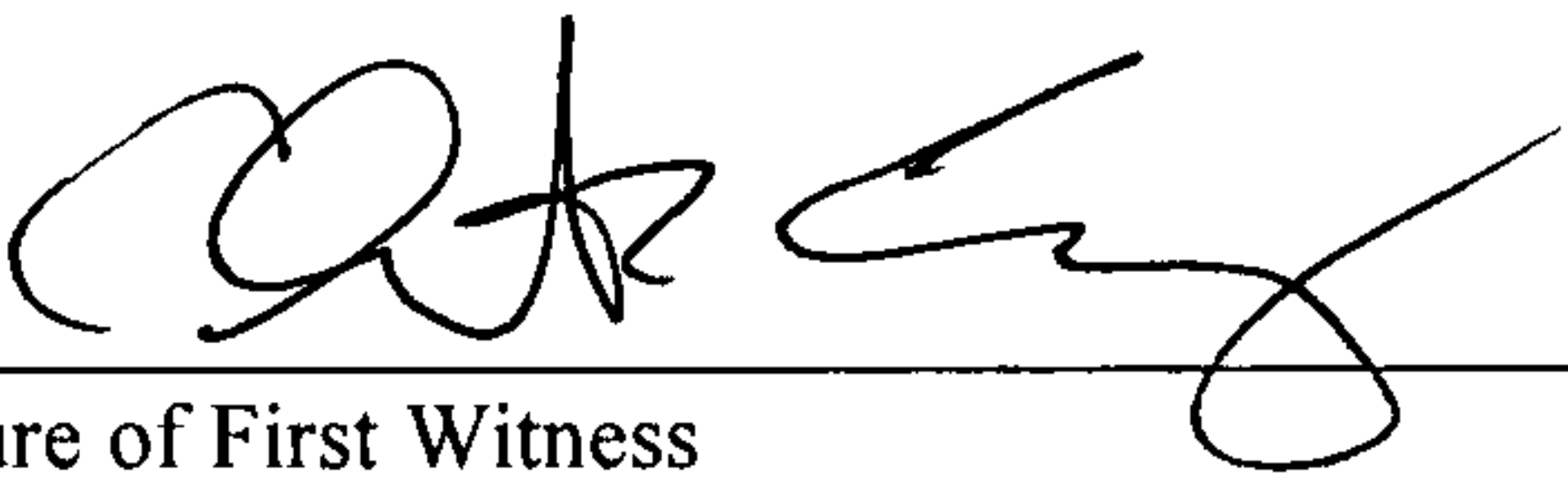
IN THE EVENT OF death of the Trustee, unless otherwise removed pursuant to the terms of the Trust Agreement, the following person is nominated as Successor Trustee. The filing of a death certificate of the original Trustee, along with an Affidavit of Acceptance by the Successor Trustee, shall be effective to vest title. Filing 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 an Alternate Successor Trustee shall be effective to vest title in such Alternate Successor Trustee.

SUCCESSOR TRUSTEE:

Notwithstanding anything contained herein to the contrary, this instrument is executed by the maker, not individually, but only in his capacity as Trustee, and the maker shall have no personal liability asserted or enforced against him.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal this 24 day of August, 2011.

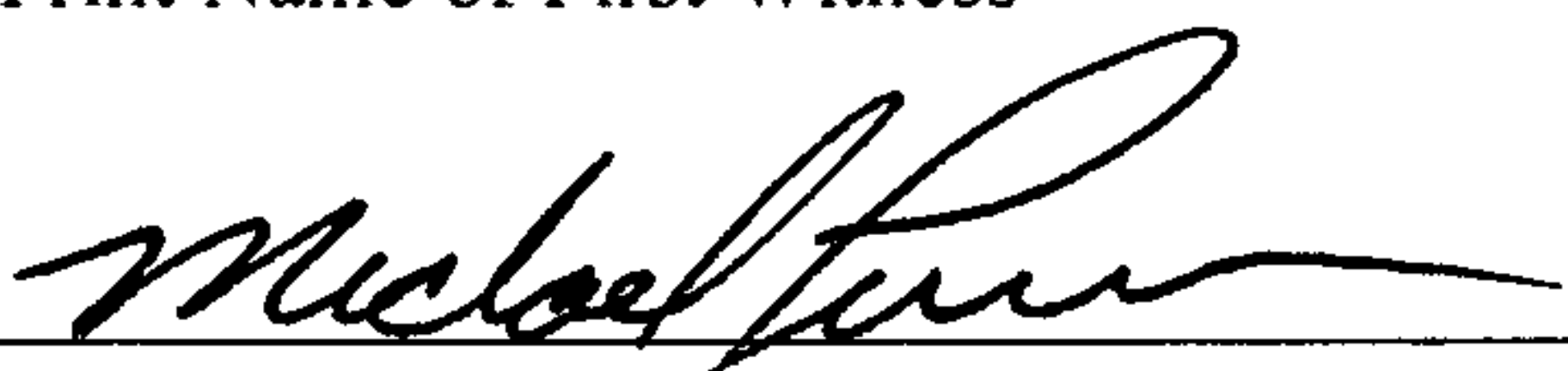
Signed, Sealed and Delivered
in the Presence of:



Signature of First Witness

Clinton Conway

Print Name of First Witness



Signature of Second Witness

Michael Turner


Print Name of Second Witness

State of Florida
County of Sarasota


The foregoing instrument was acknowledged before me this 24 day of August, 2011, by Catherine Bonner, as Vice President of Stearns Bank, N.A., ☐ who is personally known to me or ☒ who has produced a driver's license as identification and did not take an oath.

My Commission Expires:

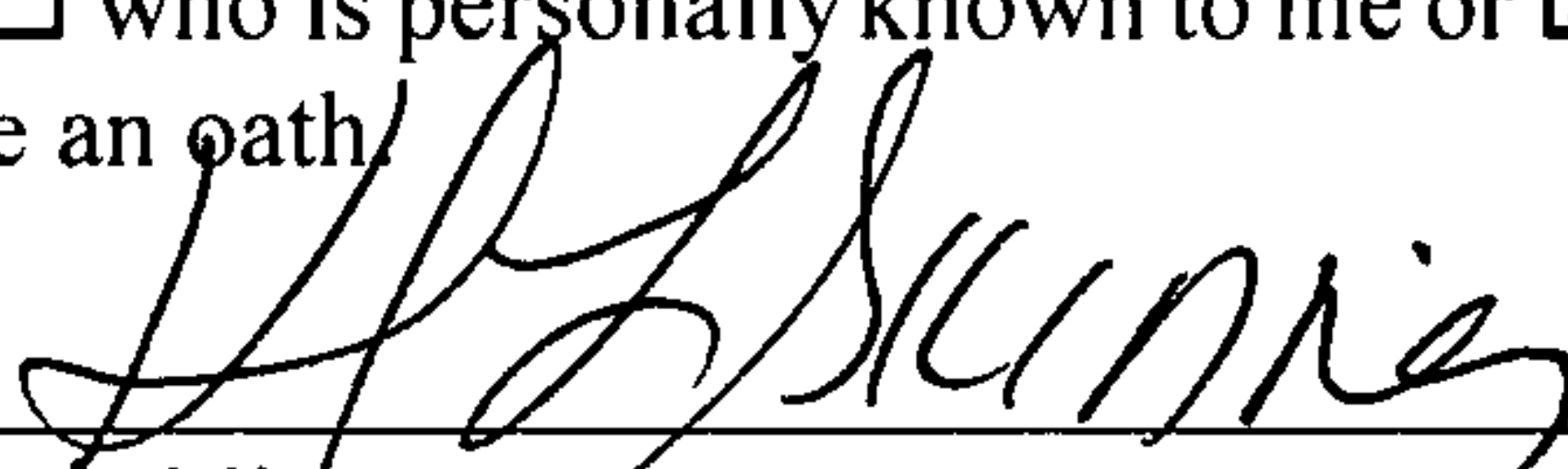
GRANTOR:
STEARNS BANK N.A., as successor to First State Bank
by asset acquisition from the FDIC as receiver for First
State Bank

By: 

Catherine Bonner
Its: Vice President

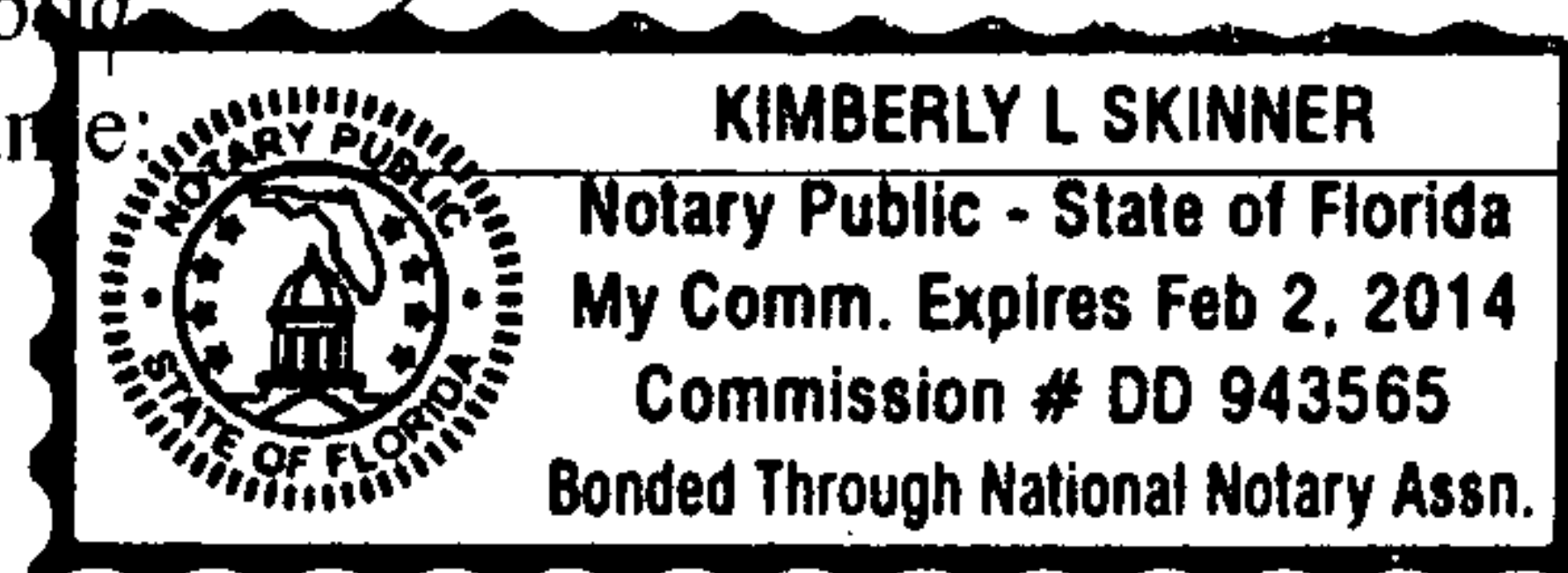
TRUSTEE:


Paul D. Beitlich, as Trustee of Florida Land Trust
#US301 per Trust Agreement dated July 22, 2011.



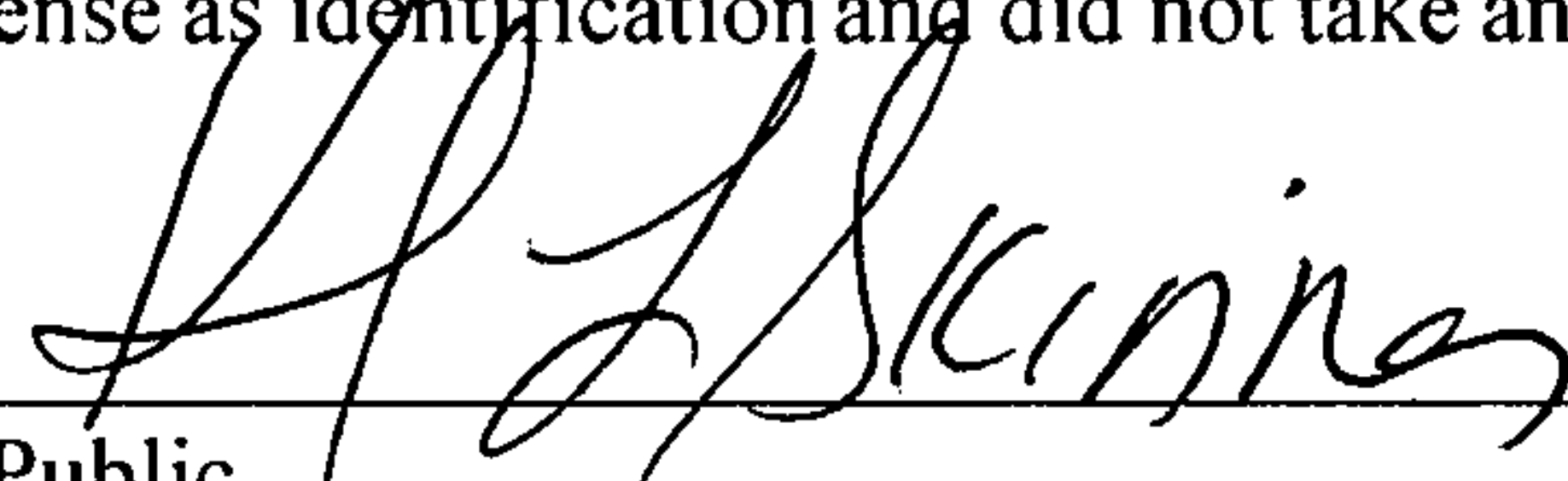
Notary Public
Printed Name:

State of Florida
County of Sarasota



The foregoing instrument was acknowledged before me this 24 day of August, 2011, by Paul D. Beitlich, as Trustee of Florida Land Trust #US301, per Trust Agreement dated July 22, 2011, ☒ who is personally known to me or ☐ who has produced a driver's license as identification and did not take an oath.

My Commission Expires:



Notary Public
Printed Name:

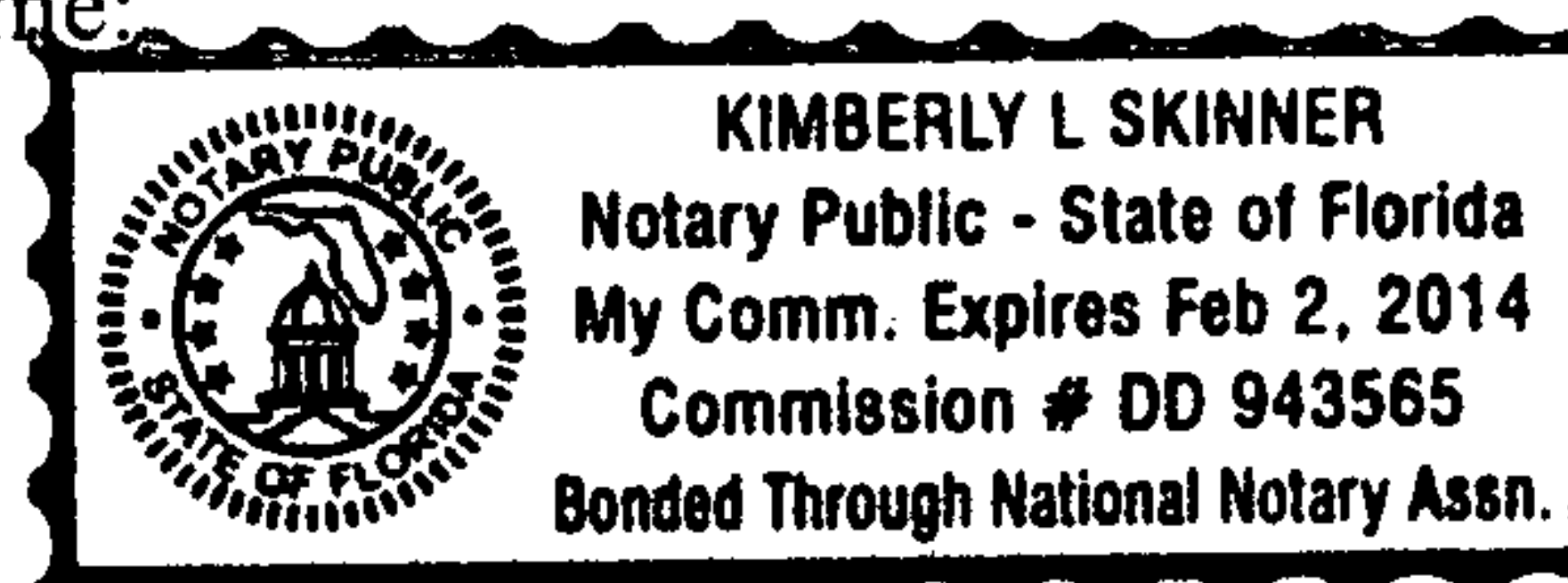


EXHIBIT "A"

Legal Description

Parcel B

Situated in Section 17, Township 36 South, Range 18 East, City of Sarasota, Sarasota County, Florida and being Part of Lots 21, 22 and 23, Block A, of C. L. McKaig's Subdivision recorded in Plat 4, Page 35, Public Records of Sarasota County, Florida; Said parcel being more particularly described as follows:

Commence at the southeast corner of Lot 25, Block A. C. L. McKaig's Subdivision, said point also being the intersection of the northerly line of 21st Street with the westerly line of Mariana Anderson Place; Thence from said Point-of-Commencement and along the westerly right-of-way line of Marion Anderson Place, North 00°15'13" East 124.72 feet to the Point-of-Beginning;

Thence from said Point-of-Beginning and crossing aforesaid Lot 23, South 89°29'22" West 266.79 feet to the easterly right-of-way line of North Washington Boulevard (U.S. 301, S.R. 683) and herein referenced Point "A"; Thence along said line, North 00°30'38" West 174.38 feet; Thence crossing aforesaid Lot 21, North 89°43'25" East 269.10 feet to the westerly right-of-way line of Marian Anderson Place; and Thence along said line South 00°15'13" West 173.47 feet to the Point-of-Beginning

Containing 1.070 Acre (46,600 sq. ft.)

Subject to an easement for ingress, egress and parking over and across the following described portion of aforesaid Lot 23;

Begin at the heretofore referenced Point "A" lying on the easterly right-of-way line of North Washington Boulevard; Thence along said line, North 00°30'38" West 31.30 feet; Thence leaving said line, North 89°29'22" East 134.10 feet; Thence South 00°30'38" East 31.30 feet to the southerly line of previously described Parcel B; and Thence along said line, South 89°29'22" West 134.10 feet to the Point-of-Beginning.

State of Minnesota

County of Stearns } SS:

I, Roger Voit, Secretary of Stearns Bank N A, a corporation of the United States of America, do hereby certify that the following is a true copy of a resolution passed at a regular meeting of the Board of Directors of said corporation, duly called, and held at the offices of the corporation at St. Cloud, MN on August 15, 2011, at the hour of 3:00 PM on said day, at which meeting a quorum was present:

RESOLVED that Catherine Bonner, as Vice-President of the corporation is hereby authorized to execute for and on behalf of the corporation deeds, contracts of sale, mortgages, deeds of trust, satisfactions of mortgages, leases and any other documents or instruments pertaining to or connected with real property to be acquired or currently held by this corporation.

I do further certify that said resolution was adopted by the unanimous vote of the directors present, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand, as Secretary of Stearns Bank N A, a Corporation of the United States of America, this August 18, 2011.


Secretary