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Doc Stamps \$.70 Record \$

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Parcel/ID 0023-11-0013

Return to and prepared without title examination by: Elizabeth C. Marshall Williams Parker Harrison Dietz & Getzen 200 South Orange Avenue Sarasota, Florida 34236 (941) 366-4800 RECORDED IN OFFICIAL RECORDS

INSTRUMENT # 2012036465 3 PGS

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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SARMISTEAD Receipt#1481455

Doc Stamp-Deed: 0.70



WARRANTY DEED

THIS INDENTURE, made this 20th day of March 2012, by and between RAYMOND H. GIBSON, a married man, hereinafter referred to as Grantor, whose post office address is 1253 Riegel's Landing Drive, Sarasota, Florida 34242, and RAYMOND H. GIBSON, as Trustee of the RAYMOND H. GIBSON TRUST DATED AUGUST 1, 2007, AS AMENDED, hereinafter referred to as Trustee, whose post office address is 1253 Reigel's Landing Drive, Sarasota, Florida 34242.

WITNESSETH, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Trustee, its successors and assigns, the following described property situate in Sarasota County, Florida, to wit:

The Northerly 40 feet of Lot 18, Lot 19 and the Southerly 40 feet of Lot 20 of SARASOTA INDUSTRIAL PARK, according to the map or plat thereof recorded in Plat Book 24, Pages 8 and 8A, of the Public Records of Sarasota County, Florida.

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

Grantor certifies, warrants, and covenants that neither Grantor nor any of his family reside on the above-described property or any property adjacent thereto; the above-described property does not constitute any part of Grantor's homestead under the laws of the State of Florida.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. 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. Grantor does hereby fully warrant the title of said property, 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. 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 200 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 736, Florida Statutes.
- 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 collateral hereto entered into by Raymond H. Gibson as the Grantor and Raymond H. Gibson as the Trustee dated August 1, 2007, as amended.
- 3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with Trustee need see to the application of any proceeds of any sales, lease, mortgage or pledge, but the receipt of Trustee shall be a complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgagees, lessees, transferees and assigns dealing with 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 Trustee to act in and exercise the powers granted by this deed or of adequacy or disposition of any consideration paid to Trustee nor inquire into the provisions of the said unrecorded Trust Agreement and any amendments thereto collateral hereto.
- 4. Grantor does hereby define and declare that the interests of any beneficiary hereunder or under the said Trust Agreement and any amendment thereto collateral hereto shall be personal property only.
- 5. Grantor recites that this conveyance is made in conformance with the provisions of Section 689.071, Florida Statutes.
- 6. By Trustee's acceptance of this conveyance, Trustee covenants and agrees to do and perform the duties, acts and requirements upon it binding.
- 7. Anything herein to the contrary notwithstanding, 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 Trustee shall not become individually or personally obligated in any manner related thereto.
- 8. In the event of the resignation, death or inability of RAYMOND H. GIBSON to serve as Trustee of this trust, NATALIE K. GIBSON and BRANCH BANKING AND TRUST (BB&T) serve as successor Trustee, without bond. In the event that NATALIE K. GIBSON is unable or unwilling to serve as successor Trustee with BB&T, the following shall serve, in order, as successor Trustee with BB&T: RAYMOND CHARLES GIBSON, CHRISTINE SUE GIBSON HICKS, and DEBORAH HAGEN GIBSON, without bond. Whenever used herein, the word "Trustee" shall specifically include "successor Trustee."
- 9. Every 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 or it 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, Grantor has signed and sealed this deed the date above written.

WITNESSES: (Seal) RAYMOND H. GIBSON Print Name of Witness Signature of Witness AMÍ APANOZZO Print Name of Witness STATE OF FLORIDA COUNTY OF SARASOTA The foregoing instrument was acknowledged before me this 20th day of March 2012, by RAYMOND H. GIBSON, individually and as Trustee aforesaid, who is personally known to me or who has produced _ as identification. If no type of identification is indicated, the above-named person is personally known to me. Signature of Notary Public Print Name of Notary Public (Notary Seal) Yam a Notary Public of the State of Florida and my commission expires on _____ 1660661_1.doc

