

PREPARED BY & RETURN TO:

✓ *David E. Terry, Esquire*
TERRY AND FRAZIER, P.A.
125 East Jefferson Street
Orlando, Florida 32801
(407) 843-1956

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2013107978 3 PGS

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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

THAYES Receipt#1650205

Doc Stamp-Deed: 0.70



Parcel I.D. : 0434-02-0040

[FOR RECORDER'S USE ONLY]

TRUST DEED

THIS TRUST DEED made effective as of this 2nd day of July, 2013, by **JOHN W. HOLLOWAY**, an unmarried man, whose address is 6201 Matchett Road, Orlando, Florida 32809 ("Grantor") to **JOHN W. HOLLOWAY**, as Trustee, pursuant to the terms of that certain Trust Agreement entitled the "**JOHN W. HOLLOWAY REVOCABLE TRUST u/t/a dated July 12, 2012**", whose address is 6201 Matchett Road, Orlando, Florida 32809 ("Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" 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, that the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee, all that certain lot and piece of land, situate, lying and being in the County of Sarasota, State of Florida, to wit:

Commence at the intersection of the Northwesterly line of premises conveyed by Paver Development Corporation to Jamie S. Carrion and Charles M. Boothby by Warranty Deed dated March 25, 1976 recorded in Official Records Book 1114, Page 153 of the Public Records of Sarasota County, Florida, with the Northeasterly right of way line of U.S. 41 said right of way line lying 60.00 feet Easterly of the original centerline of U.S. 41, SRD survey centerline (the following 3 calls are along said Northeasterly right of way line); thence N32°20'40" West a distance of 355.30 feet; thence N57°39'20" East a distance of 72.00 feet; thence N32°20'40" West a distance of 701.80 feet to the Southeasterly line of premises conveyed by Strathmore Realty Corporation to Popular Bancshares Corporation by Warranty Deed dated July 30, 1974 recorded in Official Records Book 1051, Page 1832, of said Public Records for the Point of Beginning; thence N57°39'20" East along said Southeasterly line a distance of 245.51 feet; thence S32°13'00" East a distance of 152.94 feet; thence S57 degrees 47'00" West a distance of 245.17 feet to the aforementioned Northeasterly right of way line of U.S. 41; thence N32 degrees 20'40" West along said Northeasterly right of way line a distance of 152.40 feet to the Point of Beginning.

THE FOREGOING PROPERTY IS NOT THE GRANTOR'S HOMESTEAD.

TO HAVE AND TO HOLD the same in fee simple forever, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

FULL POWER and authority is hereby granted to said Grantee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without 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 Grantee, 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, 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 times hereafter, to contract to make leases and to grant options to lease 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 subdivide, to plat, and 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 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 above specified, at any time or times hereafter. It is the intention of Grantor that this conveyance shall bestow upon Grantee all power and authority provided pursuant to *Florida Statutes* §689.071.

IN THE EVENT of the death, incapacity, or resignation of the Trustee named herein as Grantee, the aforesaid Trust Agreement provides that **ROD SINTOW, SEAN WILLIAM HOLLOWAY, and CHAD DYLAN HOLLOWAY** shall succeed to the interests of the said Trustee in the real property hereby conveyed as successor Co-Trustees of the Trust named herein, and each and every successor Trustee and/or Co-Trustee shall have all the same rights and powers as the initial Trustee named herein. Any deed, mortgage, affidavit, or other instrument in writing placed of record in the Public Records of the county where the real property is situate, executed by the Trustee named as Grantee herein, or by any one or more of the successor Co-Trustees identified in this paragraph, identifying the then serving Trustee or Co-Trustees of the Trust, and/or stating that the then serving Trustee or Co-Trustees have the power and authority to deal with the real property in the manner provided herein on behalf of the said Trust, shall be conclusive evidence of the facts contained therein and may be relied upon by all persons without any further duty of inquiry.

This conveyance is exempt from Florida Documentary Stamp Taxes as a conveyance from the Grantor to his Revocable Trust with respect to which the Grantor retains one hundred percent

beneficial ownership, in accordance with the terms of Subsections 12.B-4.013(29)(a) and (i), *Florida Administrative Code*.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

**Signed, sealed and delivered
in the presence of:**

Sharon Hill
(Signature of Witness One)

John W. Holloway
JOHN W. HOLLOWAY, an unmarried man

SHARON Hill
(Print Name of Witness One)

David E. Terry
(Signature of Witness Two)
DAVID E. TERRY
(Print Name of Witness Two)

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing was acknowledged before me on the 19 day of June, 2013 by **JOHN W. HOLLOWAY**, an unmarried man, who executed the foregoing instrument for the purposes expressed therein and is/are either:

- personally known to me; or
- produced _____ as identification,

and did not take an oath.

Sharon Hill
Notary Public (signature)
SHARON HILL
MY COMMISSION # EE072318
EXPIRES March 14, 2015
FloridaNotaryService.com
(407) 398-0153
(Insert Notarial Stamp Above)

DET/sh
6/12/13
C:\Users\Sharon\Documents\Clients\Holloway\Estate\Trust Deed - Store #106.wpd