RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015116225 3 PG(S)
September 17, 2015 12:21:22 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed: \$0.70

This Instrument prepared by:
The Law Office of Adam R. Miller, PL
By: Adam R. Miller, Esq.
218 Harbor Drive South
Venice, FL 34285
Ph (941) 488-9641
Fax (941) 484-9534

## **DEED TO TRUST**

Property ID #

THIS DEED, made this 15<sup>th</sup> day of September, 2015, by FRED F. FIGG and RITA A. FIGG, husband and wife, hereinafter referred to as Grantor, and FRED F. FIGG and RITA A. FIGG, as Trustees of Trust dated January 22, 2009, hereinafter referred to as Trustee, whose address is PO BOX 668, Laurel, FL 34272.

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

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

This deed was prepared without the benefit of a title search.

TOGETHER with all appurtenances, privileges, rights, interest, reversions, remainders and easements thereunto appertaining:

TO HAVE AND TO HOLD said real estate with the following power and for the following uses and purposes, to wit:

- 1. The Trustee is vested with full rights of ownership over the above described real estate and 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 assess 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 99 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, operate and dispose of 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.
- 2. Rights of ownership over the above described real estate and the power and authority granted under Paragraph 1 above shall vest in any successor Trustee named herein only upon the recording by said successor Trustee of an acceptance of the Trust in the Public Records of the county wherein the property is located. The recorded evidence of both Grantors deaths, disability, or resignation, shall be deemed conclusive proof that the successor trustee provisions of the aforesaid Trust Agreement dated January 22, 2009 have been complied with. Evidence of both Grantors death shall consist of a certified copy of FRED F. FIGG and RITA A. FIGG'S death certificates. Evidence of both Grantors disability shall consist of a licensed physician's affidavit establishing that he or she or both is incapable of performing his or her or their duties as Trustee of the aforesaid Trust Agreement dated January 22, 2009. Evidence of both Grantors resignation shall consist of a resignation, duly executed and acknowledged by FRED F. FIGG and RITA A. FIGG. The successor Trustee shall have the same powers granted to FRED F. FIGG and RITA A. FIGG, the original Trustees, as set forth above. The successor Trustees, after both original Trustees fail to serve, are Connie Ann Winslow and Michael Allen Crist.

- 3. The Grantor does hereby define and declare that the interests of any beneficiary hereunder or under the said Trust Agreement collateral hereto shall be personal property only.
- 4. The Grantor recites that this conveyance is made in conformance with the provisions of Florida Statutes Section 689.071.
- 5. By acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements of this instrument.

And 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 quiet enjoyment thereof; that Grantor will make such other and further assurances to perfect the fee simple title to said property as may hereafter be required. The Grantor does hereby fully warrant the title of said property, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 15th day of September, 2015.

Signed, Sealed and Delivered in presence of

HELEN M. MEADE, WITNESS

COLLEEN BLIEMEISTER, WITNESS

FRED F. FIGG, Grantor

RITA A/FIGG, Grantor

STATE OF FLORIDA COUNTY OF SARASOTA

BE IT KNOWN, That on the 15th day of September, 2015 before me, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally came and appeared FRED F. FIGG and RITA A. FIGG, to me personally known, and known to me to be the same person described in and who executed the within Deed to Trust, and she acknowledged the within Deed to Trust to be her act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

Notary Public

Notary Public State of Florida

Adam R Miller

My Commission EE 870872

Expires 03/27/2017

## Exhibat A

Commence at the Northwest corner of Section 31, Township 38 South, Range 19 East; thence North 89°41'26" East along the north line of said Section 31, for a distance of 1296.45 feet; thence South 0°15'25" West, a distance of 42.75 feet to a point on the South right-of-way line of Laurel Road [100 foot right-of-way] for a Point of Beginning; thence North 89°22'12" East, along said South right-of-way line of Laurel Road, 336.93 feet; thence South 0°15'25" West, a distance of 1292.33 feet to the South line of the North 1/2 of the Northwest 1/4 of said Section 31; thence South 89°08'44" West along said South line of the North 1/2 of the Northwest 1/4 of Section 31 for a distance of 336.96 feet; thence North 0°15'25" East, a distance of 1293.65 feet to the Point of Beginning. All lying and being in Section 31, Township 38 South, Range 19 East, Sarasota County, Florida.