

Recording \$ 19.50 Name Idx \$  
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Record Verified: JANA S HUDDLESTON, D.C.  
File: 278693 OR BOOK/PAGE: 1327/1521  
Recorded: 02/23/94 04:57 P.M.  
Barbara T. Scott, Clerk of the Circuit Court - Charlotte County

\$4.00 Index

★ Charles Diez Jr  
#180

DEED

THIS INDENTURE, made this the 8<sup>th</sup> day of February, 1994, by and between GROVER J. CLEVELAND and DOROTHY V. CLEVELAND, husband and wife, hereinafter referred to as Grantor, and GROVER J. CLEVELAND and DOROTHY V. CLEVELAND, as Trustee under the GROVER J. CLEVELAND and DOROTHY V. CLEVELAND REVOCABLE TRUST DATED FEBRUARY 4th, 1994, whose post office address is 4 Bunker Way, Placida, Fl. 33947.

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 Trustee, and Trustee's successors and assigns, all Grantor's interest in the following described property, situate in CHARLOTTE County, Florida, to wit:

An undivided One-half interest in Lot 39, INDIGO ISLES MOBILE HOME PARK, a Condominium according to the Declaration of Condominium recorded in O.R. Book 946, Page 1228, and as per the Plat thereof recorded in Condominium Book 7, Pages 55-A through 55-C, Public Records of Charlotte County, Florida;

AND

Lot 691, Rotonda West, PEBBLE BEACH, as recorded in Plat Book 8, Pages 13A through 13L, Public Records of Charlotte County, Florida; (NOTE TO PROPERTY APPRAISER: The Grantor confirms that under the terms of the Trust referred to above, the Grantor has not less than a beneficial interest for life and is entitled to a homestead tax exemption pursuant to the provisions of Florida Statute 196.041(2)).

AND

Lot 706, Rotonda West, BROADMOOR SECTION, as recorded in Plat Book 8 at Pages 18A through 18L, Public Records of Charlotte County, Florida.

TOGETHER WITH all appurtenances, privileges, rights, interest, dower, reversions, remainders and easements thereunto appertaining;

TO HAVE AND TO HOLD said real estate with the following powers 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 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

RECORD VERIFIED - BARBARA T. SCOTT, CLERK  
BY NANCY WALLING D.C.

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 20 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 737, Florida Statutes, 1988;

(f) The 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 the Trustee shall not become individually or personally obligated in any manner related thereto;

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 dated the February 4th day of February, 1994, and any amendments thereto.

3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to application of any proceeds of any sales, lease, mortgage or pledge, but the receipt of the 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 said 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 such Trustee to act in and exercise the powers granted by this deed or of adequacy or disposition of any consideration paid to the Trustee nor inquire into the provisions of said unrecorded Trust Agreement and any amendments thereto collateral hereto.

4. The Grantor recites that this conveyance is made in conformance with the provisions of Section 689.071, Florida Statutes.

5. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon it binding.

6. Each and every power hereinabove set forth may be exercised by any Trustee. Any instrument executed by any Trustee or any act taken by any Trustee shall be binding upon the trust and all of the Trustees as fully and completely as if all Trustees had executed said instrument or taken said action.

7. The Successor Trustee is DIANE M. CLEVELAND. In the event she becomes unable or unwilling to serve, THERESA A. CLEVELAND and GROVER R. CLEVELAND shall serve as Co-successor Trustees in her place. The 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 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, the Grantor has signed and sealed this Deed the date above written.

Signed, sealed and delivered  
in the presence of:

  
CHARLES DIEZ, JR.

  
GROVER I. CLEVELAND, Grantor

  
KIM LOCKRIDGE  
As to Grantor

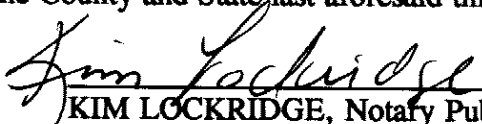
  
DOROTHY V. CLEVELAND, Grantor

OR BOOK 1327 PAGE 1523

STATE OF FLORIDA  
COUNTY OF SARASOTA

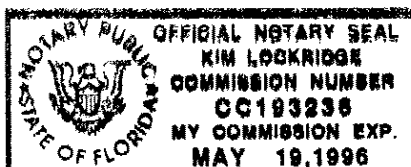
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, in the County and State above named, personally appeared GROVER J. CLEVELAND and DOROTHY V. CLEVELAND to me known to be the persons described in, and who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of February, 1994.

  
KIM LOCKRIDGE, Notary Public

This instrument prepared by:

Charles Diez, Jr.  
Attorney at Law  
737 So. Indiana Ave.  
Englewood, Fl. 34223  
(813) 474-5506



OR BOOK 1327 PAGE 1524