

Prepared by and Return to: GEORGE N. KLIMIS, P.A. 27 East Orange Street Tarpon Springs, Florida 34689 (727) 943-9551

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Hernando County, Florida
05/16/2007 9:56AM
KAREN NICOLAI, Clerk
RECORDING FEES \$ 35.50
NISCELLANEOUS FEES \$ 1.00
DEED DOC STAMP \$ 9.70
05/16/2007 Deputy Clk

THIS INDENTURE made this ______ day of May, 2007, by and between Randall S. Harris and Pamela J. Harris, husband and wife, hereinafter referred to as GRANTOR, whose mailing address is 13157 Zarbis Drive, Spring Hill, Florida 34609, and Randall S. Harris and Pamela J. Harris, as Trustees of the Harris Family Revocable Living Trust dated the 1st day of March, 2007, hereinafter referred to as TRUSTEE, whose mailing address is 13157 Zarbis Drive, Spring Hill, Florida 34609.

WITNESSETH; Grantors, in consideration of the sum of Ten (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Trustee, his successors and assigns, all Grantors' interest in the following described property, situate in Hernando County, Florida to wit:

See Attached Exhibit "A"

Subject to Easements, Covenants and Restrictions of record. Subject to all taxes and assessments for 2007 and subsequent years. Property Parcel ID #R33 423 18 0000 0080 0010.

GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms GRANTOR, GRANTEE and TRUSTEE shall be construed as singular or plural as the context requires.

I HEREBY CERTIFY THAT I PREPARED THIS INSTRUMENT FROM INFORMATION GIVEN TO ME BY THE PARTIES HERETO AND I DO NOT GUARANTY EITHER MARKETABILITY OF TITLE OR ACCURACY OF DESCRIPTION AS I DID NOT EXAMINE THE TITLE OF THE PROPERTY INVOLVED. GEORGE N. KLIMIS, ESQUIRE.

TOGETHER with all appurtenances, privileges, rights, interest, dower, reversions, remainders and easements there unto 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 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 twenty 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 in said real estate, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes, 1988, as amended from time to time;
- (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 1st day of March, 2007, and any amendments or restatements thereto.
- 3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to the 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 indemnification 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 herein above 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. Successor Trustee(s) are named in the Trust. 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 Trustee(s) who from time to time is/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: Sign: Print Name: Print Name: 1 Pamela J. Harris Print Name: CHRISTIM Print Name: Theresa STATE OF FLORIDA **COUNTY OF HERNANDO** The foregoing instrument was acknowledged before me this day of May, 2007, by, Randall S. Harris and Pamela J. Harris, husband and wife, who are personally known to me or who have produced proper identification and who did/did not take an oath. Sign: Print: Geørge N Notary Public

OFFICIAL RECORDS BK: 2442 PG: 776

Exhibit "A"

East one-half (1/2) of the Southwest one-fourth (1/4) of the Southeast one-fourth (1/4) of Section 33, Township 23 South, Range 18 East, LESS the South 40 feet thereof which has previously been deeded to the State of Florida for road right-of-way purposes, Hernando County, Florida, LESS the West 1/2 of the Southeast one-fourth (1/4) of the Southeast one-fourth (1/4), Subject to easements and restrictions of record.

LESS & EXCEPT:

The East 1/2 of the Southwest 1/4 of the Southeast 1/4 of SECTION 33, TOWNSHIP 23 South, RANGE 18 East, Less the South 40 feet thereof which has previously been deeded to the STATE OF FLORIDA for Road Right-of-Way purposes Hernando County, Florida, Less of the West 3/4 of the Southeast 1/4 of the Southeast 1/4.

LESS & EXCEPT:

The North 320 feet of the West 1/2 of the East 1/2 of the SE 1/4 of the SW 1/4 of SE 1/4 of Section 33, Township 23 South, Range 18 East, Public records of Hernando County, Florida.