

OR2005

PG3287

WARRANTY DEED TO TRUSTEE
UNDER FLORIDA LAND TRUST

2494061

THIS INDENTURE WITNESSETH, That the Grantor, JAMES M. KRAEMER, as Trustee, of the County of Lee and State of Florida, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, receipt of which is acknowledged, grants, conveys and warrants unto JAMES M. KRAEMER, GERALD F. SLEETER and DAVID SCHNECKENBERG, as Successor Trustees (hereinafter referred to as "Trustee") under the provisions of a certain Florida Land Trust Agreement dated January 8, 1988, the following described real estate in the County of Lee and State of Florida:

PARCEL NO. 1

The East 1083.5 feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 45 South, Range 23 East, LESS Road right-of-way.

PARCEL NO. 2

The East 822 feet of Section 25, Township 45 South, Range 23 East.

PARCEL NO. 3

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 31, Township 45 South, Range 24 East.

LESS AND EXCEPT PORTIONS SOLD.

SUBJECT TO:

1. Zoning and building ordinances and other governmental regulations.
2. Taxes and assessments for 1988 and subsequent years.
3. All easements, restrictions, limitations of record and all matters of survey.

TO HAVE AND TO HOLD the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust.

This Deed is given and accepted in accordance with Section 689.071, Florida Statutes.

Full power and authority is hereby granted to said Trustee or either of them to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to 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 trustee, 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, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 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 and options to renew leases and options to purchase the whole or in 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 submit said

THIS INSTRUMENT PREPARED BY:
RICHARD D. DEBOEST
ATTORNEY AT LAW
P. O. BOX 1599
FORT MYERS, FLORIDA 33902

Documentary Tax Pd. \$
\$
By James M. Kraemer
Deputy Clerk

OR2005

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 premises or any part thereof and to deal with said property and every part thereof in all other ways, and for such other consideration 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.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. It is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Trustee or either of them in connection with said property shall be as Trustee of an express trust and not individually and the contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

OR2005

PG3289

IN WITNESS WHEREOF, the Grantor aforesaid has set his hand and seal this
20th day of July, A.D. 1988.

Signed, sealed and witnessed
 in our presence:

[Signature]

Lois Mary J. Miller

[Signature]
 JAMES M. KRAEMER, as Trustee

STATE OF FLORIDA

COUNTY OF LEE

I certify that on this date before me, the undersigned, an officer duly authorized in the state and county named above to take acknowledgements, personally appeared JAMES M. KRAEMER, as Trustee, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid
 this 20 day of July, 1988.

[Signature]
 Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
 MY COMMISSION EXPIRES: OCT. 4, 1991.
 BONDED THRU NOTARY PUBLIC UNDERWRITERS.

RECORDED & RETURNED VERIFIED
Madeline
 CLERK CIRCUIT COURT
 LEE COUNTY FLA
 Jul 26 3 44 PM '88