

Return to: This Instrument Prepared By: Deputy Clerk
L. Kathleen Horton-Brown, Esquire
CLARK, PARTINGTON, HART, LARRY, BOND, STACKHOUSE & STONE
Suite 800, First Florida Bank Building
125 West Romana Street
Post Office Box 13010
Pensacola, FL 32591-3010

TAX PARCEL I.D. # _____

STATE OF FLORIDA)
COUNTY OF WAKULLA)

WARRANTY DEED TO TRUSTEE

RECORDED
91 JAN 23 PM 2:55
CLERK OF COURT
WAKULLA COUNTY FLORIDA

90195

THIS INDENTURE WITNESSETH, That the Grantor, GAIL G. PHILLIPS, a married woman, formerly known as GAIL G. GOLSON, of Destin, the County of Okaloosa, and State of Florida, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations in hand paid, grants, bargains, sells, alienates, remises, releases, conveys and confirms unto GAIL G. PHILLIPS and JACK P. GOLSON, JR., as Co-Trustees under the provisions of a trust agreement dated the 25th day of September, 1991 (known as the "Revocable Trust Agreement of Gail G. Phillips, Dated the 25th day of September, 1991"), mail tax bills to P. O. Box 1718, Destin, Florida 32540, the following described real estate in the County of Wakulla, and State of Florida, to-wit:

Lot No. 152, Block "A," MAGNOLIA GARDENS, as per plat of said subdivision recorded in Plat Book No. 1, Page 37, Public Records of Wakulla County, Florida.

The above-described property is not the constitutional homestead of the Grantor.

The above-described property is hereinafter called "the property."

TO HAVE AND TO HOLD the said property in fee simple upon the trust and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said Trustee 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, to submit said property to condominium, to grant easement 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 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.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no 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.

In no case shall any party dealing with said Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said property 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 the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the 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 such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her, or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them

shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said property in fee simple; that the Grantor has good right and lawful authority to sell and convey said property; that the Grantor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever; and that said property is free of all encumbrances; except taxes accruing subsequent to December 31, 1990.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 25th day of January, 1991.

Signed, sealed and delivered GRANTOR:
in our presence;

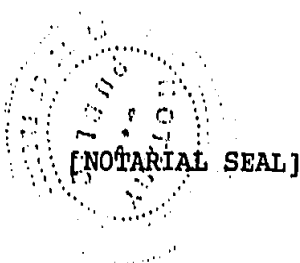
Diane L. Taylor
Diane L. Taylor

Tammy L. Vance
Tammy L. Vance

Gail G. Phillips (SEAL)
GAIL G. PHILLIPS, formerly known
as GAIL G. GOLSON

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 25th day of January, 1991, by GAIL G. PHILLIPS, a married woman, formerly known as GAIL G. GOLSON.



L. Kathleen Horton-Brown
L. Kathleen Horton-Brown
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires: 10-28-93

SOCIAL SECURITY NUMBER OF GRANTEE: _____