

Return to preparer, unless shown

Name:

Address:

This instrument prepared by:

Attorney Mike Carter

P.O. Box 566

Crawfordville, FL 32326

Parcel Identification No.

02-65-03W-000-01317-

Grantee(s) SSN

WARRANTY DEED

FILED AND RECORDED

DATE 07/21/1998 TM 15:10

BRENT X. THURMOND CLERK
CO:WAKULLA ST:FL

DOC STAMPS .70
INTANG TAX .00

THIS INDENTURE, Made this 15 day of July, 1998, between BETTY C. WARNER, a married woman, GRANTOR/TRUSTEE of the Betty C. Warner Trust d/t/d 6/08/91, and the Betty C. Warner Trust d/t/d 5/08/98, BETTY C. WARNER, Trustee/ GRANTEE, whose mailing address is 7623 Erie Street, Annandale, VA 22003;

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, convey and sell to Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, in the following described land, situate, lying and being in the County of Wakulla, State of Florida, to-wit:

See attached Exhibit A, property description, and Exhibit B, Trust document.

NOTE: The purpose of this deed is to fully fund Grantee's revocable trust with all of Grantor's real Property in Wakulla County. This deed is prepared without benefit of title search or survey.

NOTE: This deed authority is OR 196 P 633 of the public records of Wakulla County, Florida, wherein the Grantor, Betty C. Warner, Trustee of the Betty C. Warner Trust, d/t/d 6/08/92, now conveys the same property to her amended by complete restatement trust, the Betty C. Warner Trust d/t/d 5/08/98.

together with all improvements thereon and appurtenance thereto. Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for 1996 and subsequent years. The terms "Grantor" and "Grantee" shall, where the context requires, include the singular and plural, and the masculine, feminine and neuter genders.

If the Grantee/Trustee, during her lifetime, cannot continue to serve as a trustee than her husband, VIRGIL L. WARNER, JR., shall serve as Trustee, and if he should fail or be unable to serve as Trustee, then Grantee/Trustee's daughters, DONNA E. WARNER and SANDRA W. BURNS shall serve as Trustees. If one or the other of my daughters cannot serve in such capacity, the other daughter will be sole Trustee.

If my husband survives me, the Trustees, upon my death and during my husband's lifetime, shall be my daughter, DONNA E. WARNER, and my husband, VIRGIL L. WARNER, JR., but if DONNA E. WARNER should be unable or unwilling to serve as Trustee at or subsequent to my death but prior to my husband's death, my daughter, SANDRA W. BURNS, shall replace Donna E. Warner. If my husband shall fail or cease to serve as trustee at or subsequent to my death, but prior to his death, my daughters shall serves as Co-trustees. If one daughter shall fail or cease to serve as Co-trustee, the other daughter shall serve as sole trustee. All trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber or otherwise to manage and dispose of the real property described in this deed.

THERE IS HEREBY GRANTED to the Grantee, in addition to those powers conferred by law, the following powers to be exercised without authority from any court and in the Grantee's sole and absolute discretion, to deal with any and all property conveyed herein:

A. To retain such property regardless of whether it is of the class or diversification authorized by law for the investment of trust funds, and to abandon such property or any interest in it as may be deemed advisable.

B. To sell any such property or any interest (including undivided interests) therein, at such times and upon such terms and conditions including credit, as may be deemed advisable at public or private sale, and to exchange, grant options on or easements in or on the property or otherwise dispose of such property as may be deemed advisable.

C. To enter into a lease for any purpose as lessor of the property for such period of time and to grant such options for renewal or purchase as may be deemed advisable.

D. To borrow money from any lender as may be necessary to pay taxes or for such other purposes as may be deemed advisable, and to give notes or bonds for the sums borrowed and to encumber, mortgage or pledge any property granted hereunder to secure repayment of such notes or bonds.

E. To abandon, compromise, arbitrate or otherwise deal with and settle claims in favor of or against the property as may be deemed advisable.

F. to exercise all of the powers and discretion granted herein, even after the termination of any trust under which this property is granted, until the final distribution of all property conveyed herein.

G. To do all such acts and exercise all such rights and privileges, although not specifically list hereunder, which the Grantee deems necessary or advisable for the proper and advantageous management, investment and distribution of the property conveyed hereby.

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Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a SUCCESSOR-TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:

1. The written resignation of the prior TRUSTEE sworn to and acknowledged before a Notary Public.
2. A certified death certificate of the prior TRUSTEE.
3. The Order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said Trustee for any reason.
4. The written certificates of two physicians currently practicing medicine that the TRUSTEE is physically or mentally incapable of handling the duties of TRUSTEE.

It is the intention of the Grantor to vest title to the property in Grantee pursuant to the terms of Section 689.071 of the Florida Statutes (1991).

IN WITNESS WHEREOF, Grantor has executed or caused this deed to be executed or caused this deed to be executed under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

<u>Bonnie L. Marston</u> Signature of Witness Print name <u>Bonnie L. Marston</u>	<u>Betty C. Warner</u> (L.S.) Betty C. Warner Grantor/Trustee of the Betty C. Warner Trust d/t/d 6/08/92 and Grantee/Trustee of the Betty C. Warner Trust d/t/d 5/08/98 <u>7623 Erie Street, Annandale, VA 22003</u> Address
<u>Thomas A. Hunt</u> Signature of Witness Print name <u>Thomas A. Hunt</u>	

STATE OF VIRGINIA }
COUNTY OF FAIRFAX }

The foregoing instrument was acknowledged before me this 15th day of July, 1998, by Betty C. Warner, Trustee, who is personally known to me or who produced a driver's license as identification and who did ~~not~~ take an oath.

Lante A. Khamel
Notary Public
Print Name of Notary: L. S. Khamel
Commission No. Taufoe - Va
My Commission Expires: My Comm. Exps. Feb, 2001

PARCEL I:

Commence at a 2" iron pipe marking the southwest corner of Section 35, Township 5 South, Range 3 West, Wakulla County, Florida, and run thence South 89 degrees 38 minutes 20 seconds East along the South boundary of said Section 35 a distance 350.53 feet to the Southeast right of way boundary of the old G. F. & A. Railroad, thence north 32 degrees 03 minutes 20 seconds east along said right of way boundary 572.28 feet to the Point of Beginning. From said point of beginning continue North 32 degrees 03 minutes 20 seconds East along said right of way boundary 165.22 feet, thence South 57 degrees 56 minutes 40 seconds East 738.74 feet to the East boundary of the Southwest quarter of the Southwest quarter of said Section 35, thence South along said East boundary 194.98 feet, thence North 57 degrees 56 minutes 40 seconds West 842.27 feet to the Point of Beginning, containing 3.02 acres, more or less.

AND BEING the same property conveyed to Betty Crum Warner by Deed dated April 15, 1969, recorded in Official Record 20, at page 341 of Wakulla County, Florida public records.

PARCEL II:

The West Half of the Southwest Quarter of the Northwest Quarter (W 1/2 of SW 1/4 of NW 1/4) of Section Two (2), Township Six (6) South, Range Three (3) West, containing twenty acres, more or less.

AND BEING the same property conveyed to Bessie Crum by Deed dated June 10, 1949, recorded in Official Record 32, page 498 of the public records of Wakulla County, Florida.

PARCEL III:

Commence at an old iron pipe marking the Southwest corner of Section 35, Township 5 South, Range 3 West, Wakulla County, Florida, and thence run South 89 degrees 38 minutes 20 seconds East along the South boundary of said Section 35 a distance of 350.53 feet, thence run North 32 degrees 03 minutes 20 seconds East 572.28 feet to the Point of Beginning. From said Point of Beginning, continue North 32 degrees 03 minutes 20 seconds East 165.22 feet, thence run North 57 degrees 56 minutes 40 seconds West 17.00 feet, thence run South 32 degrees 03 minutes 20 seconds West 165.22 feet, thence run South 57 degrees 56 minutes 40 seconds East 17.00 feet to the Point of Beginning, containing 0.064 of an acre, more or less.

AND BEING the same property conveyed to Betty Warner by Deed dated July 2, 1979, recorded in Official Record Book 86, page 255 of the public records of Wakulla County, Florida.

OFF. REC. 196 PAGE 633

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Ex. A

BETTY C. WARNER TRUST

I, BETTY C. WARNER, of Annandale, Virginia, desiring to amend by complete restatement a trust agreement previously executed by me, agree with the Trustee(s) hereinafter named as of this 8th day of May, 1998, as follows:

ARTICLE I

AMENDMENT BY COMPLETE RESTATEMENT

This Trust Agreement constitutes an amendment by complete restatement of that certain revocable trust agreement established by me on the 8th day of June, 1992, known as "BETTY C. WARNER TRUST."

The Trustee(s) hereinafter named shall hold, administer and dispose of the Trust Fund held pursuant to my original trust agreement in accordance with the provisions of this Agreement hereinafter set forth; the provisions of my original trust agreement being superseded in all respects and for all purposes.


ARTICLE II

IDENTIFICATION OF FAMILY

A. I am married to VIRGIL L. WARNER, JR., referred to herein as "my husband." We have two (2) children, whose names are DONNA E. WARNER and SANDRA W. BURNS, referred to herein as "my daughters."

B. The word "descendants" as used herein shall mean lawful descendants, whether natural or legally adopted.

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Ex. B

BETTY C. WARNER TRUST

ARTICLE III

TRUSTEE(S)

The Trustee(s) under this Agreement shall be as follows:

A. I shall be the initial Trustee. If during my lifetime I shall cease to serve as Trustee, my husband shall serve as Trustee. If during my lifetime my husband shall fail or cease to serve as Trustee, my daughters shall serve as Trustees. If during my lifetime either of my daughters shall fail or cease to serve as Trustee, my other daughter shall serve as sole Trustee.

B. If my husband survives me, the Trustees upon my death, and during my husband's lifetime, shall be my daughter, DONNA E. WARNER, and my husband. If DONNA E. WARNER shall fail or cease to serve as Trustee at or subsequent to my death, but prior to my husband's death, my daughter, SANDRA W. BURNS, shall replace her as Trustee. If my husband shall fail or cease to serve as Trustee at or subsequent to my death, but prior to my husband's death, my daughters shall serve as Trustees. If my husband and either of my daughters shall fail or cease to serve as Trustees at or subsequent to my death, but prior to my husband's death, my other daughter shall serve as sole Trustee.

C. Upon the death of my husband, should he have survived me, or upon my death, should my husband have predeceased me, my daughters shall serve as Trustees. If either of my daughters shall fail or cease to serve as Trustee at or subsequent to the death of the second to die of my husband and me, my other daughter shall serve as sole Trustee.

D. Any other Trustees serving together under this Agreement shall act in concert with each other. Any Trustee(s) acting under this Agreement is(are) referred to herein as "my Trustee."

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BETTY C. WARNER TRUST

ARTICLE IV

CREATION OF TRUST

I have transferred or will transfer to my Trustee certain assets, referred to herein as the "Trust Fund." All assets received by my Trustee shall be held in trust and managed and distributed in accordance with this Agreement.

ARTICLE V

ADDITIONS TO THE TRUST

I and any other person shall have the right, by lifetime transfer or by Will, to add policies of insurance or other assets (acceptable to my Trustee) to the Trust Fund, and all such policies and other assets shall be held, administered and disposed of in accordance with the provisions of this Agreement.

ARTICLE VI

TRUST FUND - DURING MY LIFETIME

During my lifetime, my Trustee shall pay to me or for my benefit, as much of the net income and as much of the principal of the Trust Fund as I may direct, from time to time, or as my Trustee, exercising sole discretion, may determine necessary or proper to provide for my reasonable support, maintenance, education and medical care, or for the protection of my property and estate, or for any taxes considered properly due and payable by me.

ARTICLE VII

DEBTS, EXPENSES, AND TAXES PARTICIPATION PROVISION

My Trustee shall consult my Executor following my death respecting the adequacy of assets in my probate estate to meet my debts (other than any secured debt, which shall pass with the asset securing it), expenses of last illness, funeral expenses, administration expenses and estate, inheritance, transfer or other succession or death

BETTY C. WARNER TRUST

also to be or include the plural and vice versa, unless the context in which used clearly requires a contrary interpretation.

ARTICLE XVII

MATTERS OF INTERPRETATION

This Agreement has been made and entered into and the Trust Fund has been or will be delivered to my Trustee in the State of Virginia, and all questions pertaining to the validity, construction and administration of this Agreement and the Trust Fund shall be determined in accordance with the laws of the State of Virginia.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and, in token of acceptance of the trusts herein created and the undertaking to carry out the provisions of this Agreement, my Trustee has caused this Agreement to be signed as of the date first above written.

Betty C. Warner (SEAL)
BETTY C. WARNER, Trustor and Trustee

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BETTY C. WARNER TRUST

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County aforesaid in the State of Virginia, do hereby certify that BETTY C. WARNER, whose name is signed to the foregoing writing bearing date on the 8th day of May, 1998, this day acknowledged the same before me in my County aforesaid.

GIVEN under my hand and seal this 8th day of May, 1998.

Martha Leany Sotelo
Notary Public

My Commission Expires: June 30, 2001

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