

WARRANTY DEED

This Indenture, Executed this 14th day of December, 2005, by **CHARLES DAVID SEELEY and CYNTHIA A. WEBSTER, husband and wife**, hereinafter called "Grantor", of the County of Wakulla, State of Florida and **THE CHARLES D. SEELEY REVOCABLE LIVING TRUST UTA December 14, 2005 and THE CYNTHIA A. WEBSTER REVOCABLE LIVING TRUST UTA December 14, 2005 as tenants in common**, second party, whose postal address is 125 Royster Drive, Crawfordville, Florida 32327, hereinafter called the "Grantee", (wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

Witnesseth, That the said Grantor, for and in consideration of the premises and of the sum of \$10.00, TEN AND NO/100 DOLLARS and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and grant unto the said Grantee, all the right, title, interest claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Wakulla, State of Florida, to-wit:

Lot 35 of SHELL POINT HARBOR, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 24 of the Public Records of Wakulla County, Florida; and

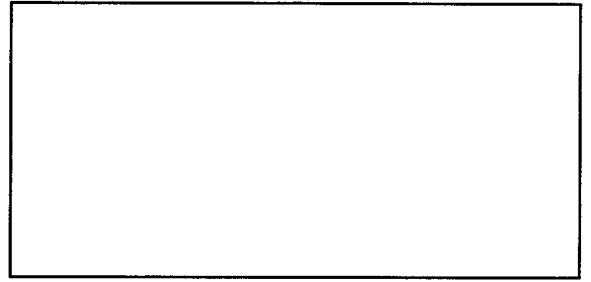
Such portion of the Common Canal as shown on the above referenced plat, and as more particularly described in Official Records Book 83, Page 162 of the Public Records of Wakulla County, Florida, as shall be contained in a parcel created by extension waterward of the side lot lines of said lot, to the outer limit of said Common Canal.

Property Appraiser's Parcel Identification Number: **00-00-121-133-11965-035**

Subject to taxes for the year transferred and subsequent thereto.

Subject to any restrictions, reservations and easements of record.

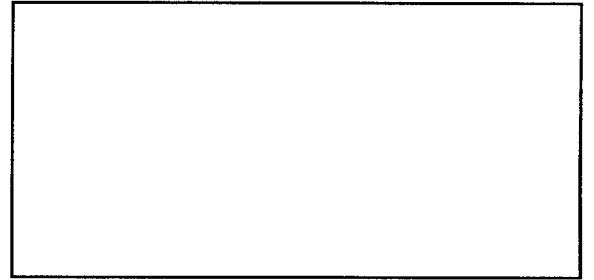
and said Grantor does hereby fully warrant the title to said real property, and will defend the same against the lawful claims of all persons whomsoever.



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

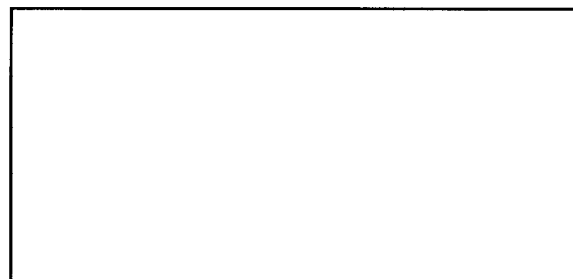
Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 such successor or successors in trust of all 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 in future, 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 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 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.

CYNTHIA A. WEBSTER shall be the Successor Trustee of the aforesaid **CHARLES D. SEELEY REVOCABLE LIVING TRUST**, upon the death or resignation of **CHARLES D. SEELEY**. The written acceptance by **CYNTHIA A. WEBSTER**, recorded among the public records in the county where the real property described herein is located, together with evidence of **CHARLES D. SEELEY's** death, incapacity or resignation, shall be deemed conclusive proof that the successor trustee provisions of the aforesaid **CHARLES D. SEELEY REVOCABLE LIVING TRUST** have been complied with. Evidence of **CHARLES D. SEELEY's** death shall consist of a certified copy of his death certificate. Evidence of **CHARLES D. SEELEY's** resignation shall consist of a resignation, duly executed and acknowledged by him. The Successor Trustee shall have the same powers granted to **CHARLES D. SEELEY**, the original Trustee, as set forth herein. In the event **CYNTHIA A. WEBSTER** has died, refuses to accept the position as Trustee or is incapacitated for



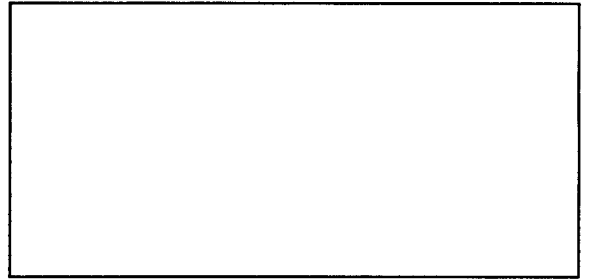
any reason then **CHARLES D. GLYNN and JENNIFER WEBSTER NOLAN** shall serve in place of **CYNTHIA A. WEBSTER** as the Alternate Successor co-Trustee under the same terms and conditions listed in this paragraph, and after following the above procedures, shall be entitled to all presumptions, rights and inferences as the Successor Trustee. Should **CHARLES D. GLYNN and JENNIFER WEBSTER NOLAN** be unable or unwilling to then serve as alternate Successor co-Trustees for any reason, then the remaining alternate successor co-Trustee shall serve individually under the same terms and conditions as listed above in this paragraph, shall be entitled to all presumptions, rights and inferences as the alternate successor co-Trustee. Only upon the death, disability and resignation of the last surviving original successor co-Trustee shall another trustee be appointed.

CHARLES D. SEELEY shall be the Successor Trustee of the aforesaid **CYNTHIA A. WEBSTER REVOCABLE LIVING TRUST**, upon the death or resignation of **CYNTHIA A. WEBSTER**. The written acceptance by **CHARLES D. SEELEY**, recorded among the public records in the county where the real property described herein is located, together with evidence of **CYNTHIA A. WEBSTER's** death, incapacity or resignation, shall be deemed conclusive proof that the successor trustee provisions of the aforesaid **CYNTHIA A. WEBSTER REVOCABLE LIVING TRUST** have been complied with. Evidence of **CYNTHIA A. WEBSTER's** death shall consist of a certified copy of her death certificate. Evidence of **CYNTHIA A. WEBSTER's** resignation shall consist of a resignation, duly executed and acknowledged by her. The Successor Trustee shall have the same powers granted to **CYNTHIA A. WEBSTER**, the original Trustee, as set forth herein. In the event **CHARLES D. SEELEY** has died, refuses to accept the position as Trustee or is incapacitated for any reason then **JENNIFER WEBSTER NOLAN AND CHARLES D. GLYNN** shall serve in place of **CHARLES D. SEELEY** as the Alternate Successor co-Trustee under the same terms and conditions listed in this paragraph, and after following the above procedures, shall be entitled to all presumptions, rights and inferences as the Successor Trustee. Should **JENNIFER WEBSTER NOLAN and CHARLES D. GLYNN** be unable or unwilling to then serve as alternate Successor co-Trustees for any reason, then the remaining alternate successor co-Trustee shall serve individually under the same terms and conditions as listed above in this paragraph, shall be entitled to all presumptions, rights and inferences as the alternate successor co-Trustee. Only upon the death, disability and resignation of the last surviving original successor co-Trustee shall another trustee be appointed.



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 whatsoever with respect to any such 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 part of the Trustee, whole 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 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 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 real estate 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, of the previous year.

In Witness Whereof, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Belinda T. France
BELINDA T. FRANCE, Witness

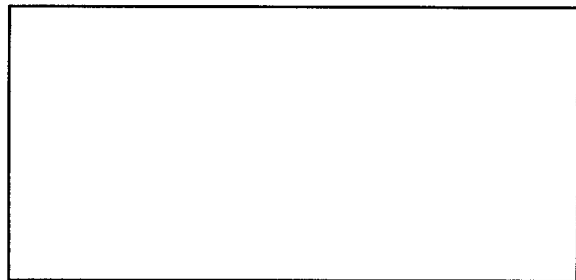
Charles D. Seeley
CHARLES DAVID SEELEY

Martha Womble
MARTHA WOMBLE, Witness

Cynthia A. Webster
CYNTHIA A. WEBSTER

State of Florida }
County of Leon }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State



aforesaid and in the County aforesaid to take acknowledgments, personally appeared CHARLES DAVID SEELEY and CYNTHIA A. WEBSTER, who each produced a FL Drivers License and a FL Drivers License as identification, who acknowledged before me executing the same and taking an oath.

WITNESS my hand and official seal in the county and State last aforesaid this 14th day of December, 2005.

Sarah Hawkins
SARAH D. HAWKINS
NOTARY PUBLIC
My Commission Expires: June 2, 2006
My Commission Number is: DD096471

NO TITLE WORK HAS BEEN PREPARED WITH THIS DOCUMENT.



Sarah D. Hawkins
MY COMMISSION # DD096471 EXPIRES
June 2, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

FOR RECORDING ONLY:		
Doc Stamps:	\$	<u>0.70</u>
Recording	\$	<u>52.50</u>
Intangible Tax:	\$	<u> </u>
TOTAL DUE	\$	<u>53.20</u>

Prepared by & Return to:
Belinda T. France, Esq.
703 E. Tennessee St.
Tallahassee, FL 32308

