CFN # 2022041144, OR BK: 4624 PG: 2090, Pages 1 / 4, Recorded 7/6/2022 4:06 PM, Doc: D TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: \$35.50 Doc D: \$0.70 Deputy Clerk HAMPSHIRET

PREPARED BY & RETURN TO:

JOHN DAVID HORNE, Esq. THE DAVIE LAW FIRM, P.A. 733 NORTH PALMETTO AVENUE GREEN COVE SPRINGS, FLORIDA 32043

NOTE TO PROPERTY APPRAISER AND REVENUE DEPARTMENT: The Grantor/s confirm that under the terms of the Trust Agreement referred to below, the Grantor/s have not less that a beneficial interest for life entitling Grantor/s to the use and occupancy thereof, and are entitled to the homestead tax

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WARRANTY DEED TO TRUSTEE OF THE GLADDING FAMILY REVOCABLE TRUST DATED MARCH 31, 2022

THIS DEED is made this 5th day of July, 2022, by: DONALD L. GLADDING AND CONNIE A. GLADDING, husband and wife, whose post office address is 490 Myrtle Avenue, Green Cove Springs, Florida 32043, hereinafter referred to as "GRANTOR", and DONALD L. GLADDING and CONNIE A. GLADDING AS TRUSTEES OF THE GLADDING FAMILY REVOCABLE TRUST DATED MARCH 31, 2022, hereinafter referred to as "TRUSTEE", whose post office address is 490 Myrtle Avenue, Green cove Springs, Florida 32043.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustee, and Trustee's successors and assigns forever, the following described real property located in Clay County, Florida:

Lot 2 of La Casa Del Rio, according to the plat thereof as recorded in Plat Book 60 Pages 42 and 43 of the Public records of Clay County, Florida.

Parcel Identification Number: 380626-018174-002-00

Subject to Covenants, Conditions, Easements, Restrictions and Liens of Record.

THIS INSTRUMENT PREPARED BY JOHN DAVID HORNE, ATTORNEY AT LAW. TITLE TO THE LANDS DESCRIBED HEREIN HAVE NOT BEEN EXAMINED, NO WARRANTY OR OTHER REPRESENTATION IS MADE AND NO OPINION EITHER EXPRESS OR IMPLIED IS GIVEN BY SAID ATTORNEY AS TO THE VALIDITY, MARKETABILITY OR CONDITION OF THE TITLE, THE LOCATION OF THE BOUNDARIES OR THE EXISTENCE OF LIENS, UNPAID TAXES OR ENCUMBRANCES.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining, to have and to hold the same in fee simple forever.

AND the Grantor hereby covenants with said Trustee that the Grantor is lawfully seized of the land in fee simple; that the Grantor has good right and lawful authority to sell and convey the land

to Trustee; that the Trustee shall have quiet enjoyment of the land; that the Grantor fully warrants and will defend the title to the land against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances, except covenants, restrictions and easements of record and taxes accruing subsequent to the year of conveyance and thereafter.

TO HAVE AND TO HOLD the same with the following powers and for the following uses and purposes:

- 1. RESERVED RIGHT TO RESIDE IN RESIDENCE; TRUST TERMS. Grantor/s hereby reserve a beneficial interest in the real property for life, and the right during the lifetime/s of Grantor/s to use, occupy, possess and reside in and on the real property transferred hereby to the trust estate described herein; and Grantors affirm that said trust instrument so provides.
- 2. AUTHORITY OF TRUSTEE. Full power and authority is granted to the Trustee to: (a) improve, manage, protect, and subdivide the premises or any part of the premises; (b) dedicate parks, streets, highways, or alleys and vacate any subdivision, and to resubdivide the property as often as desired; (c) contract to sell; (d) grant options to purchase; (e) sell on any terms; (f) convey either with or without consideration; (g) convey the premises or any part to a successor or successors in trust and to grant to the successor or successors in trust all of the title, estate, powers, and authorities vested in the Trustee; (h) donate, dedicate, mortgage, pledge, or otherwise encumber the property, or any part; (i) lease the property, or any part, from time to time, in possession or reversion, by leases to commence in the present or in the future, and on any terms and for any period or periods of time, and to renew or extend leases on any terms and for any period or periods of time, and to amend, change, or modify leases and the terms and provisions at any time; (i) contract to make leases and grant options to lease and renew leases, and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; (k) partition or exchange the property, or any part, for other real or personal property; (1) grant easements or charges of any kind; (m) release, convey, or assign any right, title, or interest in or about or easement appurtenant to the premises or any part; and (n) deal with the property and every part in all other ways and for 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.
- 3. RELIANCE BY THIRD PARTIES. In no case shall any party dealing with the Trustee in relation to the property, or to whom the property or any part shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the 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 the Trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by the Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying on or claiming under any conveyance, lease, or other instrument: (a) that at the time of the delivery, the trust created by this conveyance 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 conveyance and in the trust agreement or in any amendment and is binding on all beneficiaries; (c) that the Trustee was duly authorized and empowered to execute and deliver every deed, trust deed,

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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 properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of his or her predecessor in trust.

- 4. INTEREST OF BENEFICIARIES. The interest of each and every beneficiary of the herein named Trust, 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 the interest is declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, avails, and proceeds as more specifically set forth in said Trust.
- 5. SUCCESSOR TRUSTEE. Any successor Trustee shall have all of the rights, powers and discretion herein given to the original Trustee, without any act of conveyance or transfer. A certificate signed by any Trustee or any successor Trustee under this instrument and acknowledged before a notary public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate and the identity of the Trustee who from time to time is serving under it.
- 6. WAIVER OF HOMESTEAD RIGHTS. If this deed is from husband and wife, each Grantor hereby waives, releases and forever discharges the other, his or her heirs, executors, administrators and assigns from any and all rights, claims, demands, or obligations arising out of or by virtue of the marital relation of the parties as same affects the real property conveyed herein as being the homestead real property of the parties under the Constitution and laws of the State of Florida.

IN WITNESS WHEREOF, the Grantor has signed this Warranty Deed to Trustees of Living Trust on the day and year first above written.

Signed, sealed and delivered

in the presence of:

Witness: John David Horne

Witness: Christal M. Davie

DONALD L. GLADDING

CONNIE A GLADDING

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STATE OF FLORIDA COUNTY OF CLAY

This deed was acknowledged before me by means of $(\sqrt{)}$ physical presence or () online notarization, this 5th day of July, 2022, by **DONALD L. GLADDING** and **CONNIE A. GLADDING**, husband and wife, who are personally known to me and who did take an oath.



Notary Public

My Commission Expires: March 17,2023

(Seal)