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PREPARED BY & RETURN TO: DAVID R. CARTER, P.A. 5308 SPRING HILL DRIVE SPRING HILL, FLORIDA 34606 TELEPHONE: (352) 686-6278 FILE NO: 2004-0889 PE/SH TAX PARCEL # R32-323-17-5070-0308-0360

OFFICIAL RECORDS BK: 1870 PG: 1833

MODERNIZATION TRUST FUND	\$ 4.66	
BOCC/COURT TECHNOLOGY	\$ 14.00	
MOD FUND/COURT TECHNOLOG	\$ 13.30	
FACC/CCIS	6 0.70	
RECORDING	\$ 29.66	
DEED DOC STAMP	<u>\$</u> 8.76	
97/21/2004 <u>LSF1/C</u>	Deputy	CIK

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WARRANTY DEED

Doc# 2004052020 Hernando County, Florida 07/21/2004 2:51PM KAREN NICOLAI, Clerk

THIS INDENTURE, executed this 3 day of _______, 2004, between VERGIE LAFERN DRAKE AS TRUSTEE OF THE EMORY (V. BOSTIC REVOCABLE TRUST DATED APRIL 25, 1995, whose post office address is 294 Upson Downs Road, Newark, Ohio 43055, as GRANTOR*, and VERGIE LAFERN DRAKE whose post office address is 294 Upson Downs Road, Newark, Ohio 43055, as GRANTEE*

WITNESSETH: that said grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and grantee's heirs and assigns forever the following described land, situate, lying and being in Hernando County, Florida, to-wit:

Lot 36, Block 308, SPRING HILL, UNIT 7, as per plat thereof recorded in plat book 8, pages 11-24, Public Records of Hernando County, Florida.

Grantor hereby warrants that the above described property does not now and never has constituted Grantor's homestead and is not now and never has been contiguous to Grantor's homestead.

Subject to easements, restrictions and reservations of record. Subject to taxes and assessments for the year 2004 and thereafter.

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

*"Grantor", "Grantee", and "Trustee" are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, seaded and delivered

Leharos

he presence of://

Witness Signature

VERCIE LAFERN DRAKE, as Trustee of The Emory V. Bostic Revocable Trust dated April 25, 1995.

vitness Printed Name_

Witness Signature

Witness Printed Name

STATE OF	OHIO	
COUNTY OF	LICKING	

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared VERGIE LAFERN DRAKE, Trustee of the Emory v. Bostic Revocable Trust dated April 25, 1995, to me well known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same. I have relied upon the following form of identification DRIVER'S LICENSE and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this day of _______, 2004.

otary Public

Printed/Typed Name

Commission Expiration
Commission Number

RICHARD & BROLEVAR at Law

Motory Priors State Of Chic

I HEREBY CERTIFY THAT I PREPARED THIS INSTRUMENT FROM INFORMATION CIVEN TO MEBY THE PARTIES HERETO. I DO NOT GUARANTEE EITHER MARKETABILITY OF TITLE OR ACCURACY OF DESCRIPTION, AS I DID NOT SEARCH THE TITLE OF THE PROPERTY INVOLVED.

REVOCABLE TRUST AGREEMENT

THIS REVOCABLE TRUST AGREEMENT is made this 25^{-} day of the Grantor) and EMORY V. BOSTIC (hereinafter called the Trustee.)

ARTICLE I - NAME OF TRUST

This trust for convenience shall be known as the EMORY V. BOSTIC REVOCABLE TRUST, DATED $Accepte{Acce$

ARTICLE II - TRUST PROPERTY

The Grantor hereby transfers and delivers to the Trustee the sum of \$10.00 in cash and the assets listed on Schedule "A" to have and to hold the same, together with any other cash, securities, or other real and personal property which the Trustee, (pursuant to any of the provisions hereof, at any time hereafter may hold or acquire (all of such property sometimes hereinafter called the Trust Estate) for the uses and purposes and upon the terms and conditions herein set forth.

ARTICLE III - ADDITIONAL PROPERTY

As long as this Agreement remains unrevoked, either the Grantor or any other person, with the consent of the Trustee, may add other property to any trust hereby created, by transferring such property to the Trustee by deed, assignment or other instruments of transfer or bequest or devise, and if so added, such property shall be covered by the provisons hereof, the same as if originally included hereunder.

ARTICLE IV - RIGHTS AND POWERS RESERVED BY GRANTOR

The Grantor may alter, amend or revoke this Agreement at any time and from time to time.

The foregoing powers shall terminate upon the death of the Grantor, and this Agreement shall then become irrevocable.

ARTICLE V - INCOME AND PRINCIPAL DURING LIFETIME OF GRANTOR

During the lifetime of the grantor, the Trustee shall pay over to or apply for the benefit of the Grantor, in quarterly or other convenient installments all the income of the trust and such amounts of principal as the Grantor shall demand in writing; or in the absence of a demand, as the Trustee, in the Trustee's abolsute discretion, deems necessary or desirable to provide for the health, maintenance and support of the Grantor and those dependent upon the Grantor for their support.

ARTICLE IX - GENERAL PROVISIONS AND TRUSTEE'S POWERS

The following provisions shall apply to each trust created under this Agreement.

- A. If income or discretionary amounts of principal become payable to a minor or to a person under legal disability or to a person not adjudicated incompetent but who, by reason or illness of mental or physical disability, is in the opinion of the Trustee unable properly to manage his or her affairs, then such income or principal shall be paid in such of the following ways as the Trustee deem best:
 - 1. To the beneficiary directly.
- 2. To the legally appointed guardian or conservator of or custodian under the applicable Uniform Transfers/Gifts to Minors Act (or similar legislation) for the beneficiary.
- 3. To some relative or friend for the needs, best interests, education and welfare of the beneficiary; or
- 4. By the Trustee for the needs, best interests, education and welfare of the beneficiary.
- B. The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor or any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or unvoluntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.
- C. For convenience of administration or investment, the Trustee may hold the several trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the several trust, and make joint investments of the funds belonging to them. The Trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries created by the Grantor or any member of the Grantor's family.
- D. The Trustee shall hold, manage, care for and protect the Trust Estate and shall have the following powers, and except to the extent inconsistent therewith, those now or hereafter conferred by law:
- 1. The Trustee may sell, exchange, lease or encumber any trust assets upon such terms of the Trustee may deem appropriate.
- 2. The Trustee may borrow money, grant security interests, and execute mortgages, deeds of trust and other instruments creating security interests upon such terms as the Trustee may deem appropriate.

- 10. The Trustee may exercise each and every power described in Section 737.402, Florida Statutes, as it now exists or may hereafater be amended, except to the extent inconsistent with the foregoing enumerated powers.
- E. No trust created hereby, or by the exercise of a power of appointment hereunder, shall continue for more than twenty-one (21) years after the death of the last to die of the Grantor and the beneficiaries in being at the Grantor's death. Any property still held in trust at the expiration of that period shall immediately be distributed to the person then entitled to receive or have the benefit of the income therefrom in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

ARTICLE X - DEFINITIONS

Whenever used in this Agreement, unless the context requires otherwise;

- A. The term "Trustee" means the singular or multiple trustees appointed herein, as well as their substitutes and successors.
- B. The term "issue" shall be limited to lawful issue and shall include descendants by blood and persons conceived but not yet born.
- C. The term "child" and "children" shall mean the Grantor's descendants by blood of the first degree.
- D. Legally adopted children shall be deemed to be natural born children of their adoptive parents, and terms of kinship or descent used herein shall be construed accordingly.
- E. The masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

ARTICLE XI - TRUSTEE SUCCESSION AND ADMINISTRATION

In the event of the death, resignation, physical disability, mental incapacity, refusal or inability of the Grantor to act as Trustee hereunder then KATHLEEN A. BOSTIC, The Grantor's spouse shall become successor Trustees. In the event KATHLEEN A. BOSTIC cannot so serve for whatever reason, then VERGIE LAFERN DRAKE shall become Alternate Trustee. An affidavit from two attending licensed medical physicians regarding the Grantor's physical disability or mental incapacaity shall be required to constitute sufficient grounds or evidence to effect the appointment of a successor Trustee as herein provided.

Except as expressly provided otherwise herein all actions by the Trustee shall be taken only by unanimous decision of the

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D. The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of this Agreement, and the Grantor directs that they be disregarded in construing the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed and sealed this Agreement on the day and year first above written.

Signed in the presence of:

Myre J Aanoan

D/L # 1560-547-48-863

EMORY V. BOST

D/L # m 320-724.56.626-7

STATE OF FLORIDA COUNTY OF FLORIDA

MAROX)

Notary Public # CC 355362

My Commission Expires: 3-13-98

WDBC:Bostic-9

SHARON I. ROSE
MY COMMISSION # CC 355362
EXPIRES: March 13, 1998
Bonded Thru Notary Public Underwriters

ACCEPTANCE BY TRUSTEE

The undersigned hereby accepts the trusts imposed by the foregoing Revocable Trust Agreement and agrees to serve as Trustee upon the terms and conditions therein set forth.

Signed in the presence of:
much Janaan
Mitness Signature
Myrna J. KANAAR Type or Print Name
Raymon Mendous
Witness Signature
Raymona Meadows Type or Print Name
Type or Print Name

Emory V. Bostse EMORY V. BOSTIC, Trustee

STATE OF FLORIDA COUNTY OF Akmanda

The foregoing instrument was acknowledged before me this day of topic, 1995 by EMORY V. BOSTIC who was personally known to me or who has produced a Drivers License as identification and who did take an oath.

Driver's License # Personall

17000

Notary Public # CC 355362

My Commission Expires: 3-13-98

WDBC:8

SHARON I. ROSE

MY COMMISSION # CC 355362

EXPIRES: March 13, 1998

Bonded Thru Notary Public Underwriters