

2008036053  
LORINDA 2575/874

OFFICIAL RECORDS  
BK: 2575 PG: 874

LT1-2-2008036053-1

LT2-2575-874-3

RECORDING FEES \$ 27.00  
MISCELLANEOUS FEES \$ 1.00  
DEED DOC STAMP \$ 0.70  
06/30/2008 Deputy Clk

R

Return To: This Instrument Prepared By:  
Joseph M. Mason, Jr., Esquire  
McGee & Mason, P.A.  
Post Office Box 1900  
Brooksville, Florida 34605-1900  
(352) 796-0795

THIS INSTRUMENT WAS PREPARED FROM  
INFORMATION FURNISHED BY ITS PARTIES.  
TITLE RESEARCH OR OTHER ASSURANCE OF  
TITLE WAS NEITHER REQUESTED FROM NOR  
EITHER PERFORMED OR GIVEN BY THE LAW  
OFFICES OF MCGEE & MASON, P.A.

**TRUSTEE'S DEED TO TRUSTEE**  
**UNDER LAND TRUST AGREEMENT**

BY THIS INDENTURE, WITNESSETH that, effective as of September 19, 2006, the Grantor, **LAWRENCE B. McCALL**, as sole Successor Trustee under that certain Testamentary Trust under the Last Will and Testament of Benjamin B. McCall, dated November 14, 1972, and not individually, of 3384 McKethan Road, Dade City, Florida 33523, for and in consideration of the sum of TEN AND NO/100ths DOLLARS (\$10.00) and other good and valuable consideration in hand paid, receipt of which is acknowledged, grants, conveys and warrants unto **LAWRENCE B. McCALL** and **LOIS McCALL BOOTH**, as Co-Trustees, and not individually, of 3384 McKethan Road, Dade City, Florida 33523, (herein referred to as Trustee) under the provisions of a certain Land Trust Agreement, dated effective as of September 19, 2006, and known as the **B. B. McCALL TESTAMENTARY TRUST DISTRIBUTION LAND TRUST AGREEMENT**, hereinafter referred to as the Agreement, the Trust, or the Land Trust Agreement, the following described real estate, hereinafter called the Property, in Hernando County, Florida:

All that part of SE ¼ of SE ¼, of Section 13, Township 21 South, Range 18 East, lying South and West of U. S. 98 (State Road 700), Hernando County, Florida; and

NE ¼ of NE ¼, of Section 24, Township 21 South, Range 18 East, LESS West ½ of NW ¼ of NE ¼ of NE ¼ of said section, Hernando County, Florida; and

NW ¼ of NW ¼, of Section 19, Township 21 South, Range 19 East, Hernando County, Florida.

and as described in Official Records Book 303, page 6, of the Public Records of Hernando County, Florida.

**PARCEL IDENTIFICATION NUMBERS:**

R13 421 18 0000 0060 0000

R24 421 18 0000 0060 0000

R19 421 19 0000 0040 0000

06/30/2008 3:17PM # Pages 3  
Filed & Recorded in Official Records of  
HERNANDO COUNTY CLERK OF COURT  
KAREN NICOLAI

**TO HAVE AND TO HOLD** the Property, and all the estate, right, title, interest, and claim whatsoever of the Grantor therein, together with the appurtenances thereto, upon the trust and for the purposes set forth in this Deed and in the Trust Agreement.

Full power and authority is granted by this Deed to the Trustee, or to the survivor of said named Co-Trustees, or his successors as provided in the Land Trust Agreement, to deal in or with said Property or any interest therein or any part thereof, and to protect, conserve, sell, lease, encumber, or otherwise to manage and dispose of the Property or any part thereof.

In no case shall any party dealing with the Trustee, in relation to the Property or to whom the Property or any part thereof 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 premises, or be obliged to see that the terms of the Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged to inquire into any of the terms of the Trust Agreement, or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns, to whom the Trustee may be accountable.

Every deed, trust deed, mortgage, lease, or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such deed, trust deed, mortgage, lease, or other instrument that: (a) at the time of the delivery of any such deed, trust deed, mortgage, lease, or other instrument, the Trust created by this Indenture and by the Trust Agreement was in full force and effect; (b) any such deed, trust deed, mortgage, lease, or other instrument was executed in accordance with the trusts, conditions, and limitations contained in this Indenture and in the Trust Agreement, and is binding upon all beneficiaries under those instruments; (c) 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 or by a successor or successors in trust, the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties, and obligations of the predecessor in trust.

Any contract, obligation, or indebtedness incurred or entered into by the Trustee in connection with the Property may be entered into by him in the name of the then beneficiaries under the Trust Agreement, as their attorney-in-fact, and the from time-to-time Trustee, by this Deed, is irrevocably appointed for that purpose, or, at the election of Trustee, in his own name 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 as far as the Property and funds in the actual possession of the Trustee shall be applicable for its payment and discharge, 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.

The Trust has granted to the Trustee and his successors in interest a lien on all property owned or acquired by the Trust to secure the payment of the fees, expenses, and costs of or incurred by the Trustee, both prior to and after this conveyance, and notice of said lien is hereby given of record, without need of any further notice or other document being placed of record, and said lien shall have the same effect upon, and be enforceable in the same manner as a mortgage encumbering, the Property hereby conveyed.

The interest of each beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale, lease, or other disposition of the Property, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the Property, as aforesaid.

The Grantor, by this Deed, warrants the title to the above-described Property and will defend the title to same against the lawful claims of all persons whomsoever, claiming by, through, or under said Grantor.

The terms "Grantor," "Grantee," "Trustee," and "Beneficiary" are to be construed as singular or plural, and all gender references are to be construed as male, female, or neuter, all as the context of the use thereof requires.

IN WITNESS WHEREOF, the Grantor aforesaid has executed this Trustee's Deed to Trustee under Land Trust Agreement on JAN 31, 2008, with the intent to be hereby bound.

Starla R Runge  
Starla R Runge (Printed Name)  
Witness

Lawrence B McCall  
**LAWRENCE B. McCALL**, as sole Successor  
Trustee under that certain Testamentary Trust  
under Last Will and Testament of Benjamin B.  
McCall, dated November 14, 1972, and not  
individually

K. P. McGee  
K. P. McGEE (Printed Name)  
Witness

**STATE OF FLORIDA  
COUNTY OF HERNANDO**

**BEFORE ME**, the undersigned authority, on Jan 31, 2008, in the County and State  
aforementioned, personally appeared **LAWRENCE B. McCALL**, as sole Successor Trustee under that  
certain Testamentary Trust under the Last Will and Testament of Benjamin B. McCall, dated November  
14, 1972, and not individually, the person who, first being by me duly sworn, depose and said upon said  
person's oath that said person is the person described in and who executed the foregoing instrument, that said  
person executed same for the purposes therein stated, and with the intent to be thereby bound. Said person is  
either (☒) personally known to me or (☐) produced identification satisfactory to me (if said person  
produced identification, same is described as follows: N/A).

K. P. McGee  
K. P. McGEE (Printed Name)  
NOTARY PUBLIC, State of Florida

My Commission Expires:  
My Commission Number:

McCALLBB100607.T-WDLTA

