JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY FILE # 4343052 OR BOOK 4033 PAGE 2245, Recorded 08/22/2017 10:49:51 AM Doc

Tax: \$0.70

This instrument prepared by:
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3473 SE Willoughby Boulevard
Stuart, Florida 34995
File # CO256S01

## \*THIS DEED PREPARED WITHOUT THE BENEFIT OF TITLE EXAMINATION\*

## WARRANTY DEED TO TRUSTEE (STATUTORY REFERENCE - §689.073 & Chapter 736, F.S.)

Ad Valorem Tax Identification # 3420-650-1096-000/2 and 3420-650-1097-000/9

THIS INDENTURE WITNESSETH, that the Grantor, Gregory D. Cottin and Patricia H. Cottin, husband and wife, of the County of Martin and State of Florida, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, receipt of which is acknowledged, grants, conveys and warrants unto Gregory D. Cottin and Patricia H. Cottin, as Co-Trustees under the provisions of the Cottin Family Trust dated August 16, 2017, and any amendments thereto, (the "Trust"), of 7768 SE Fork Drive, Stuart, FL, and who is herein referred to as "Grantee" or the "Trustee", the following-described property (the "Property") situated in St. Lucie, County, Florida:

## Parcel 1:

Lot 18, Block 1708, Port St. Lucie Section Thirty One, according to the map or plat thereof, as recorded in Plat Book 14, Page(s) 22, of the Public Records of St. Lucie County, Florida.

## Parcel 2:

Lot 19, Block 1708, Port St. Lucie Section Thirty One, according to the map or plat thereof, as recorded in Plat Book 14, Page(s) 22, of the Public Records of St. Lucie County, Florida.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining.

TO HAVE AND TO HOLD the Property in fee simple upon the Trust and for the uses and purposes herein and those set forth in the Trust, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose the Property.

This conveyance is granted pursuant to and shall be governed by the provisions of Section 689.073, Florida Statutes, and the Trust governed by Chapter 736, Florida Statutes.

Full power and authority is hereby granted to the Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of the Property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, to resubdivide the 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 the Property or any part thereof to a successor or successors in trust and to grant the successor or successors in trust of all the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property, or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to

commence in present 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 the Property, or any part thereof, for other real or personal property, to submit the Property to condominium or to a declaration of covenants and restriction for a homeowner's association, 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 the Property or any part thereof, and to deal with the Property and every part thereof in all other ways and for any 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.

The written acceptance by the successor trustee, recorded among the public records in the county where the Property is located, together with evidence of the Trustee's death, disability, or resignation, shall be deemed conclusive proof that the successor trustee provisions of the Trust have been complied with. Evidence of the Trustee's death shall consist of a certified copy of the Trustee's death certificate. Evidence of the Trustee's disability shall consist of a licensed physician's affidavit establishing that the Trustee is incapable of performing the Trustee's duties as Trustee of the Trust. Evidence of the Trustee's resignation shall consist of a resignation, duly executed and acknowledged by the Trustee. The successor trustee shall have the same powers granted to the original Trustee as set forth herein.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the Property shall be as Trustee of an express trust and not individually, and the Trustee shall have no obligation whatsoever with respect to any contract, obligation or indebtedness except only so far as the Property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; it is 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 the 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 the Trustee personally, but are made and intended for the purpose of binding only the 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 Trustee, either expressed or implied, all 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 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 Property, 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 or privileged to inquire into any of the terms of the Trust; and 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 conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created by this Indenture and by the Trust 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 Indenture and in the Trust 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 the Trustee's predecessor in trust.

AND the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set their hands and seals this 16<sup>th</sup> day of August, 2017.

Signed, sealed and delivered in our presence:

Witness Name: Danielle Beggs

Please Print, Type or Stamp

As to Grantor

Witness Name: Monica Swords

Please Print, Type or Stamp

As to Grantor

State of Florida County of Martin

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2017, by Gregory Cottin and Patricia H. Cottin, his wife, who is personally known to me, or has provided a driver's license as identification and who has not taken an oath.

(NOTARY SEAL)

DANIELLE BEGGS
MY COMMISSION # FF 195697
EXPIRES: February 3, 2019
Bonded Thru Notary Public Underwriters

Typed, printed or stamped I am a Notary Public of the

State of Florida having a commission number of \_\_\_

and my commission expires:

THIS DEED IS A CONVEYANCE TO A TRUSTEE FROM A GRANTOR WHO HAS THE POWER TO REVOKE THE TRUST INSTRUMENT, WHICH IS NOT PURSUANT TO A SALE AND IS NOT SUBJECT TO FLORIDA DOCUMENTARY STAMP TAX, AS PROVIDED IN SECTION 12B-4.013(29)(i), FLORIDA ADMINISTRATIVE CODE.