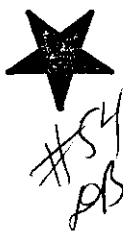


BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 1948 PAGE 1005  
RECORDED 10/05/01 @ 10:23 AM  
FILE NUMBER 850027  
RECORDING FEE 10.50  
DEED DOC 0.70



This instrument was prepared by:  
**Thomas W. Garrard, Esquire**  
Law Office of Thomas W. Garrard, P.A.  
520 East Olympia Avenue  
Punta Gorda, Florida 33950  
{941} 639-7020  
**{Prepared without the benefit of a  
title search or title examination}**

Property Appraiser's  
Identification Number:  
0095262-090360-8

**Warranty Deed To Trustee**

This **Warranty Deed To Trustee**, made this 4<sup>th</sup> day of October, 2001, Between **Bryce Pierson, Jr. and Norma Jean Pierson, husband and wife**, whose post office address is 20192 Tralee Drive, Port Charlotte, Florida 33952, County of Charlotte, State of Florida, hereinafter referred to as "Grantors", and **Randolph Bryce Marsh, Trustee of that certain Living Trust Agreement dated January 7, 1994**, whose post office address is Post Office Box 4024, Port Charlotte, Florida 33949, County of Charlotte, State of Florida, hereinafter referred to as "Grantee",

**Witnesseth**, for and in consideration of the sum of **Ten Dollars** {\$10.00}, and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, Grantors hereby grant, bargain and sell to Grantee, Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Charlotte County, Florida, to-wit:

**Lot 6, Block 564, Punta Gorda Isles, Section 20, a subdivision according to the plat thereof, recorded in Plat Book 11, Pages 2-A through 2-Z-42, of the Public Records of Charlotte County, Florida.**

Subject to restrictions, reservations and easements of record and taxes for the current year.

**To Have And To Hold** the property in fee simple upon the trust and for the uses and purposes described in this deed and in the trust agreement referred to above {hereinafter referred to as "Trust Agreement"}.

**Full Power and Authority** is hereby conferred upon the Grantee to improve, protect, conserve, sell, lease, encumber and otherwise manage and dispose of the property, or any part thereof. In amplification of the preceding sentence, and not in limitation of it, the Grantee hereunder is specifically empowered to contract to sell, or to grant options to purchase, the property on any terms; 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 the present or future, and upon any terms and for any periods of time; to partition or to exchange the property, or any part thereof, for other real or personal property; to submit the property to condominium, to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about an 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 such other consideration as would be lawful for any person owning the same to accept, whether similar to or different from the ways specified above, at any time or times hereafter.

**Each Successor In Trust** to the property shall have all of the title, estate, powers and authority hereby conferred upon, and vested in, the Grantee.

**No Party Dealing With Grantee In Relation To This Deed** or the property in any manner whatsoever, and {without limiting the foregoing} no party to whom the property, or any part thereof or any interest therein, shall be conveyed, encumbered, leased or contracted to be sold by Grantee, shall be obligated to: {a} see to the application of any purchase money, rent or money borrowed or advanced with respect to the property; {b} see that the Grantee has complied with the trust agreement referred to above; {c} inquire into the authority, necessity or expediency of any act of the Grantee; or {d} inquire into the terms of the trust agreement.

Every deed, mortgage, lease or other instrument executed by Grantee in relation to the property shall be conclusive evidence, in favor of every person claiming any right, title or interest thereunder, that: {a} at the time of delivery thereof the trust referred to above was in full force and effect; {b} such instrument was executed in accordance with the terms and conditions of the trust agreement and all amendments thereof, if any, and is binding upon the beneficiaries thereunder; {c} the Grantee is duly authorized and empowered by the trust agreement to execute and deliver

**IMAGED**  
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such instrument; {d} if a conveyance of the property has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, her, his or their predecessor(s) in trust.

The interest of the beneficiaries named in the trust agreement referred to above and of all persons claiming under them shall be only in the rents, avails and proceeds arising from the sale or other disposition of the property. Their interest is hereby declared to be personal property, and the beneficiaries shall not have any title or interest, legal or equitable, in or to the property as such, but only in the rents, avails and proceeds of the property.

By This Deed, Grantors fully warrant the title to the property, and will defend the title against the lawful claims of all persons whomsoever.

It Is The Intent Of This Deed to comply with the provisions of Section 689.071 of the Florida Statutes and to vest in Grantee all rights and powers authorized and contemplated by such provision, as in effect from time to time.

In Witness Whereof, the Grantors have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in our presence:

Sandra Millican  
First Witness  
Print Sandra Millican

Bryce Pierson, Jr.  
Bryce Pierson, Jr.

Thomas W. Cassard  
Second Witness  
Print Thomas W. Cassard

Norma Jean Pierson  
Norma Jean Pierson

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

I Hereby Certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **Bryce Pierson, Jr. and Norma Jean Pierson**, who are personally known to me, who executed the foregoing instrument and they acknowledged the execution thereof to be their free act and deed for the uses therein mentioned.

Witness my hand and official seal in the state and county aforesaid on this 4<sup>th</sup> day of October, 2001.

My Commission Expires:  
{Seal}

Sandra Millican  
Notary Public  
Print Sandra Millican

