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This instrument prepared by H. Adam Airth, Jr., LL.M. PUTNAM, CREIGHTON & AIRTH, P.A. Post Office Box 3545 Lakeland, Florida 33802-3545 (863) 682-1178

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ELO

Property Appraiser's Parcel No: 23-3S-16-02272-002

NOTE TO PROPERTY APPRAISER: THE GRANTOR HAS RETAINED A LIFE ESTATE IN THE SUBJECT PROPERTY. THIS PROPERTY IS AND WILL REMAIN THE HOMESTEAD PROPERTY OF THE GRANTOR.

SPECIAL WARRANTY DEED

THIS INDENTURE made this 27th day of January, 2014, between ELAINE L. OWENS, a single woman, whose address is 141 NW Auburn Place, Lake City, Florida 32055, Grantor, and MILDRED ELAINE LOUQUE OWENS, as Trustee of the MILDRED ELAINE LOUQUE OWENS REVOCABLE TRUST, dated December 18, 2013, whose address is 141 NW Auburn Place, Lake City, Florida 32055, Grantee.

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to-wit:

Lot 1, LAKE JEFFERY, a subdivision according to the plat thereof as recorded in Plat Book 5, Pages 39-39A of the Public Records of Columbia County, Florida.

This Conveyance is subject to the following:

- 1. Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.
- 2. Zoning and other governmental regulations.
- 3. Taxes and assessments for 2014 and subsequent years.

NOTWITHSTANDING THE FOREGOING, GRANTOR RESERVES UNTO GRANTOR FOR AND DURING GRANTOR'S LIFETIME, THE EXCLUSIVE POSSESSION, USE AND ENJOYMENT OF THE RENTS AND PROFITS OF THE PROPERTY DESCRIBED HEREIN. GRANTOR FURTHER RESERVES UNTO GRANTOR, FOR AND DURING GRANTOR'S LIFETIME, THE RIGHT TO SELL, LEASE, ENCUMBER BY MORTGAGE, PLEDGE, LIEN, OR OTHERWISE MANAGE AND DISPOSE, IN WHOLE OR IN PART, OR GRANT ANY INTEREST THEREIN, OF THE AFORESAID PREMISES, BY GIFT, SALE, OR OTHERWISE SO AS TO TERMINATE THE INTERESTS OF THE GRANTEE, AS GRANTOR, IN GRANTOR'S SOLE DISCRETION, SHALL DECIDE. GRANTOR FURTHER RESERVES UNTO GRANTOR, THE RIGHT TO CANCEL THIS DEED BY FURTHER CONVEYANCE

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WHICH MAY DESTROY ANY AND ALL RIGHTS WHICH THE GRANTEE MAY POSSESS UNDER THIS DEED, INCLUDING THE RIGHT TO REVOKE THIS DEED BY SUBSEQUENT CONVEYANCE SOLELY TO GRANTOR. GRANTEE SHALL HOLD A REMAINDER INTEREST IN THE PROPERTY DESCRIBED HEREIN AND UPON THE DEATH OF THE GRANTOR, IF THE PROPERTY DESCRIBED HEREIN HAS NOT BEEN PREVIOUSLY DISPOSED OF PRIOR TO THE DEATH OF GRANTOR, ALL RIGHT AND TITLE TO THE PROPERTY REMAINING SHALL FULLY VEST IN GRANTEE, SUBJECT TO SUCH LIENS AND ENCUMBRANCES EXISTING AT THAT TIME.

Grantor does hereby covenant with said Grantee that the property is free from all encumbrances made by Grantor, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend the title to said land, and will defend the same against the lawful claims of all persons whomsoever whose claim arises by, through or under the Grantor, but not otherwise.

The Grantee, as Trustee, and her successor or successors, are hereby granted full power and authority to protect, conserve, sell, lease, mortgage, encumber and otherwise manage and dispose of the real property as the Trustee deems prudent.

In no case shall any party dealing with the Trustee in relation to the real property or to whom the real property or any part thereof is 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 real 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. Every deed, mortgage, lease, or other instrument executed by the Trustee in relation to the real property shall be conclusive evidence in favor of every person relying on or claiming under any such conveyance, lease, or other instrument that (a) at the time of delivery thereof, the Trust created herein and by the Trust was in full force and effect, (b) such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained herein and in the Trust or in the amendments thereof, and binding on all beneficiaries, (c) the Trustee was duly authorized and empowered to execute and deliver every such deed, lease, mortgage, or other instrument, and (d) if the conveyance is made to a successor or successors in trust, such successor or successors in trust have been properly appointed and are fully vested with all of the title, estate, rights, powers, authorities, duties, and obligations of its, his, or their predecessor in trust.

Any contract, obligation, or indebtedness incurred or entered into by the Trustee in connection with the real property may be entered into by the Trustee in the name of the beneficiaries under the Trust, as their attorney-in-fact, by this Deed irrevocably appointed for that purpose, or, at the election of the Trustee, in the Trustee's own name as the 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 trust property and funds in the actual possession of the Trustee shall be applicable for is payment and discharge, and all persons and entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for records of this Deed.

The interest of each beneficiary under the Trust and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale,



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mortgage, or other disposition of the real property, and such interest is hereby declared to be personal property. No beneficiary shall have any title or interest, legal or equitable, in or to the real property as such, but only an interest in the possession, earnings, avails, and proceeds thereof.

THIS INSTRUMENT WAS PREPARED AT THE GRANTOR'S REQUEST FROM UNVERIFIED INFORMATION. NO EXAMINATION OF TITLE WAS MADE AND NO RESPONSIBILITY IS ASSUMED FOR TITLE OR DESCRIPTION PROBLEMS.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

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

Print Name: Adam frim

STATE OF FLORIDA **COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 27th day of January, 2014, by

ELAINE L. OWENS, who is personally known to me.

HAL AIRTH, JR. Notary Public, State of Florida My comm. expires May 27, 2014 Commission Number DD 966176

NOTARY PUBLIC, State of Florida

Notary #: 00966176 Exp. Date: May 27, 204