Inst. Number: 202212000978 Book: 1457 Page: 384 Page 1 of 3 Date: 1/18/2022 Time: 2:36 PM

James M Swisher Jr Clerk of Courts, Columbia County, Florida Doc Deed: 0.70

This Instrument Prepared by and Return to:

Roberta Olguin Getzan Morgan & Getzan, PLLC 234 East Duval Street Lake City, Florida 32055

## **Grantees:**

PEGGY S. JOHNS, sole Trustee, or her successors in trust, under the PEGGY S. JOHNS LIVING TRUST, dated January 11, 2022, and any amendments thereto.

Parcel Identification No. 15-4S-16-03023-386

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## WARRANTY DEED

THIS WARRANTY DEED, made this 11th day of January 2022, between PEGGY S. JOHNS, a single woman, whose post office address is 292 SW Wilshire Drive, Lake City, Florida 32024 (herein "Grantor"), and PEGGY S. JOHNS, sole Trustee or her successors in trust, under the PEGGY S. JOHNS LIVING TRUST, dated January 11, 2022, and any amendments thereto, whose post office address is 292 SW Wilshire Drive, Lake City, Florida 32024, (herein "Grantees").

The terms "Grantors," "Grantees," and "Trustees" shall include their respective heirs, devisees, personal representatives, successors, and assigns; any gender shall include all genders, the plural number shall include the singular and the singular number shall include the plural.

## WITNESSETH:

That said Grantor, for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to Grantees forever the following described property in **Columbia County**, Florida:

All that certain parcel of land situate in the County of Columbia, State of Florida, being more particularly described as follows:

Lot 86 of Callaway Unit Three, according to the Plat thereof as recorded in Plat Book 7, Page(s) 145 & 146, of the public Records of Columbia County, Florida.

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SUBJECT TO: Restrictions, easements and outstanding mineral rights of record, if any.

TOGETHER WITH all the tenements, hereditaments, privileges, rights, interests, reversions, remainders, appurtenances, and easements in any way appertaining to the said property.

TO HAVE AND TO HOLD the said described property, in trust, upon the conditions and for the uses and purposes set out in the said Trust Agreement, to which reference is made, and it is made a part hereof by reference.

The subject property is the homestead of the Grantor, who is the primary beneficiary of the Trust. The Trustees, and their successors, are hereby conferred with full power and authority to use, possess, and occupy this real property as Homestead, as well as protect and conserve said property; to sell, contract to sell, and grant options to purchase said property and any rights, title or interest therein on any terms; to exchange said property or any part thereof for any other real or personal property upon any terms; to convey said property by deed or other conveyance to any person or entity, with or without consideration; to mortgage, pledge or otherwise encumber said property or any part thereof; to lease, grant options to lease and renew, extend, amend and otherwise modify leases on said property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; to release, convey or assign any other right, title or interest whatsoever, in, to or about said property or any part thereof, and otherwise to manage and dispose of the above property as Trustee under the provisions of Section 689.071, Florida Statutes (or any successor statute).

No party dealing with said Trustee in relation to said property in any manner whatsoever, shall be (a) obliged to see to the application of any purchase money, rent, or money borrowed or otherwise advanced on said property, (b) obliged to see that the terms of the trust have been complied with (c) obliged to inquire into the authority, necessity or expedience of any act of said Trust or Trustee, or (d) privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the then current Trustee in relation to said property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder: (a) that at the time of the delivery thereof the Trust was in full force and effect, (b) that such instrument was executed in accordance with the terms and conditions hereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that said Trustee was duly authorized and empowered to execute and deliver such instrument, and (d) that (upon filing an affidavit stating that they are the current Trustee) any successor Trustee has been properly appointed and is fully vested with all the title, estate, rights, powers, duties and obligations of their predecessor in trust.

The interest of every beneficiary under said Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of said property. Such interest is hereby declared to be personal property, and no beneficiary thereunder shall have any right, title or interest, legal or equitable, in or to said property, as such, but only an interest in the earnings, avails and proceeds.

Grantor hereby covenants with said Grantees that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said

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land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This document was prepared with a property description furnished to the preparer, and without the benefit of a survey, or any title search. The parties, their heirs, successors, or assigns hereby agree to indemnify and hold harmless the preparer for any damages including reasonable attorney fees resulting from an inaccurate or improper legal description.

IN WITNESS WHEREOF, the said Grantors have executed this deed on the day and year first above written.

Signed, sealed and delivered in our presence:

ROBERTA O. GETZAN, Witness

to PEGGY S. JOHNS

PEGGY S. JOHNS

\_\_(SEAL)

CASSANDRA LENTS, Witness

to PEGGY S. JOHNS

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of January 2022, by PEGGY S. JOHNS, who is personally known to me and who did not take an oath.

HEATHER M SWEARS, Notary Public, State of Florida

