CFN 2018256550, OR BK 8310 Page 414, Recorded 11/16/2018 at 02:28 PM Scott Ellis, Clerk of Courts, Brevard County Doc. D: \$0.70

This document prepared by and should be returned to: STEPHEN E. SPIRA, ESQ. 5205 Babcock Street NE Palm Bay, Florida 32905

Parcel ID #29-38-25-TD-A-4

## WARRANTY DEED

Whereby the Grantors, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantees, their entire interest in and title to the following described real estate in the County of Brevard, in the State of Florida, to wit:

Lot 4, Block A, SANDPIPER COVE AT AQUARINA, according to the plat thereof, as recorded in Plat Book 49, Page(s) 98 and 99, of the Public records of Brevard County, Florida

This deed was prepared without a review or examination of the title to the above described property and no opinions or representations are being made either expressly or impliedly by Stephen E. Spira, Esquire, or Spira, Beadle & McGarrell, PA.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said property in fee simple upon the trust and for the uses and the purposes herein and in said Trust Agreement set forth.

AND the Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

Full power and authority is hereby granted to said Trustees, including any successor trustee(s), to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to

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contract to sell, to grant options to purchase, to sell on any terms, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustees, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or period 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 period 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 said property, or any part thereof, for other real or personal property, to submit said property to condominium, 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 said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other consideration 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.

In no case shall any party dealing with said Trustees in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustees, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the terms of said trust agreement and every deed, trust deed mortgage, lease or other instrument executed by said Trustees in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustees were 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 its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

(Signature blocks on the following page)

IN WITNESS WHEREOF, the said Grantors have hereunto set her hand and seal this 1840 day of 0000, 2018.

WITNESSED BY:

Witness #1 as to both-Mitch Cash

Witness #2 as to both — TOALE WIEKS

Cynthia a. HEGERMAN,

INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA A. HEGERMAN LIVING TRUST dated July 18, 1996

ROBERT A. HEGERMAN.

INDIVIDUALLY AND ASTRUSTEE OF THE ROBERT A. HEGERMAN LIVING

TRUST dated July 18, 1996

STATE OF <u>Orkansas</u> COUNTY OF <u>Baytos</u>

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to administer oaths and to take acknowledgments, personally appeared CYNTHIA A. HEGERMAN, INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA A. HEGERMAN LIVING TRUST dated July 18, 1996 and ROBERT A. HEGERMAN, INDIVIDUALLY AND ASTRUSTEE OF THE ROBERT A. HEGERMAN LIVING TRUST dated July 18, 1996, who produced for Sas Christ sidentification, to me personally known to be the persons described in and who executed the foregoing deed and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. They provided appropriate driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal in the State and County last aforesaid this day of () 2018.

SEAL:

100 Sept 100

Notary Public