

This document prepared by and should be returned to:  
MICHELLE STEIN SPIRA, ESQ.  
4865 N. Wickham Road, Suite 106  
Melbourne, Florida 32940-8303  
Property Appraiser's ID: 26-36-25-50-D-2

### **WARRANTY DEED**

**THIS WARRANTY DEED**, executed this August 16, 2024, by DAVID COBB and MYRNA COBB, husband and wife, whose post office address is 5361 WILD CINNAMON DR MELBOURNE FL 32940 (referred to as "Grantors") to DAVID COBB and MYRNA COBB, as the Co-Trustees of COBB FAMILY TRUST, under trust dated August 16, 2024 (hereinafter referred to as "Grantees" or "Trustees") whose post office address is 5361 WILD CINNAMON DR MELBOURNE FL 32940.

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, Grantors' entire interest in and title to the following described real estate in the County of BREVARD, in the State of Florida, to wit:

**Lot 2, Block D, PINEDA CROSSING PHASE I, according to the plat thereof, as recorded in Plat Book 39, Pages 30 through 35, of the Public Records of Brevard County, Florida**

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 Grantor hereby covenants with said Grantee 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 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; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

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 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 Trustee, 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.

**THE SUBJECT PROPERTY IS THE HOMESTEAD REAL PROPERTY OF THE GRANTORS.**

**THIS INSTRUMENT IS PREPARED WITHOUT THE BENEFIT OF TITLE EXAMINATION BY SPIRA LAW GROUP, P.A./ MICHELLE SPIRA, ESQ., AND NO OPINION AS TO ANY MATTER AFFECTING TITLE HAS BEEN REQUESTED OR PROVIDED BY SPIRA LAW GROUP, P.A./ MICHELLE SPIRA, ESQ.**

IN WITNESS WHEREOF, the said Grantor has hereunto set his/her hand and seal this August 16, 2024.

WITNESSED BY:

Nicole Taylor

WITNESS ONE

Printed name: Nicole Taylor

Witness 1 Address:

4865 N. Wickham Road, Suite 106

Melbourne FL 32940

Maerilu H. Wooley

WITNESS TWO

Printed name: Maerilu H. Wooley

Witness 2 Address:

4865 N. Wickham Road, Suite 106

Melbourne FL 32940

David Cobb

DAVID COBB, Grantor

Myrna Cobb

MYRNA COBB, Grantor

STATE OF FLORIDA

COUNTY OF BREVARD:

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the aforementioned State and County to take acknowledgments and administer oaths, DAVID COBB and MYRNA COBB, husband and wife, appeared before me by ☒ physical presence or ☐ online notarization; each named individual ☐ is personally known to me or ☒ each produced the following as proof of his/her identity: FL Driver's license, DAVID COBB and MYRNA COBB, husband and wife, executed the foregoing instrument before me, and they acknowledge before me that they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this August 16, 2024.

[Signature]  
NOTARY PUBLIC

