

This Instrument Prepared By
And return to:
Provincial Real Estate Administrative Services, Inc.
2023 North Atlantic Avenue, #202
Cocoa Beach, FL 32931

Warranty Deed To Trustee

The Grantor(s), RICHARD S. TUNISON, joined by BRENDA TUNISON, His Spouse, whose property address is **5205 Bacup Court, Rockledge, 32955**, of the **County of Brevard, State of Florida**, for and in consideration of Ten Dollars, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants under provisions of Section 689.071 Florida Statutes,

Provincial Real Estate Administrative Services, Inc., (PREASI), as **Trustee**, whose address is **2023 North Atlantic Avenue, #202, Cocoa Beach, FL 32931**, and not personally under the provisions of a **Trust Agreement**, dated the 6th day of JANUARY, 2009, known as **The 5205 Bacup Court Family Land Trust**, with full power and authority to protect, conserve, sell, lease, encumber, or otherwise manage and dispose of said property pursuant to Florida Statute 689.071 hereinafter called the grantee, the following described real estate in the **County of Brevard, State of Florida**, to wit:

LEGAL DESCRIPTION: Lot 5, Block A, INDIGO CROSSING – PHASE 3, according to the Plat thereof, as recorded in Plat Book 53, Pages 74 through 77, of the Public Records of Brevard County, Florida

PHYSICAL ADDRESS: 5205 BACUP COURT, ROCKLEDGE, FLORIDA 32955

PARCEL IDENTIFICATION: 25-36-32-27-0000A.0-0005.00

This property is the homestead property of the Grantor(s).

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

To have and to hold the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises 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 either with or without consideration, to donate, 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 now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements or changes 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 considerations 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 addition, the trustee is granted all the powers under Florida Statutes, Section 689.071.

In No Case shall any party dealing with the said trustee in relation to said premises, to whom said premises 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 premises, 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 said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of 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 full accordance of the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

The Interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

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, 2007 and covenants, conditions, restrictions and easements of record.

In Witness Whereof, the said grantor(s) have hereunto set his/her hand(s) and seal(s) this 6th day of JANUARY, 2009 A.D.

Signed, Sealed and Delivered in our Presence:

<p>(1) <u>[Signature]</u> Signature of Witness #1 to (1)</p> <p><u>Candor B. Harris</u> Printed Name of Witness #1 to (1)</p> <p><u>Donna W. Jayson</u> Signature of Witness #2 to (1)</p> <p><u>Donna W. Jayson</u> Printed Name of Witness #2 to (1)</p>	<p>(1) <u>[Signature]</u> - Signature</p> <p><u>RICHARD S. TUNISON</u> - Print</p>
<p>(2) <u>[Signature]</u> Signature of Witness #1 to (2)</p> <p><u>Candor B. Harris</u> Printed Name of Witness #1 to (2)</p> <p><u>Donna W. Jayson</u> Signature of Witness #2 to (2)</p> <p><u>Donna W. Jayson</u> Printed Name of Witness #2 to (2)</p>	<p>(2) <u>[Signature]</u> - Signature</p> <p><u>BREND A TUNISON</u> - Print</p>

State of FLORIDA

County of BREVARD

I Hereby Certify that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared **RICHARD S. TUNISON**, joined by **BRENDA TUNISON**, his Spouse, who are personally known to me as the persons described herein and who executed the foregoing instrument or who have each produced a FL DRIVER'S LICENSE as identification and who did (did not) take an oath, and acknowledged before me that **RICHARD S. TUNISON**, joined by **BRENDA TUNISON**, his Spouse, executed the same.

Witness my hand and official seal in the county and State last aforesaid this 6th day of January, 2009, A. D.

NOTARY PUBLIC-STATE OF FLORIDA
Donna W. Jayson
Commission #DD656871
Expires: MAR. 28, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public
My commission expires March 28, 2011