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Prepared by and return to:
Fisher & Fisher, Attorneys at Law
181 Eglin Pkwy, NE, Ft. Walton Beach, FL 32548
(850) 244-8989 or Toll Free 1-800-977-9733

Property Appraiser's Parcel
Identification No.: 30587-000-000
(H)

WARRANTY DEED

This Warranty Deed, executed December 9, 2019, between **JAMES D. WALKER** (a/k/a **JAMES DAVID WALKER**) and **NANCY E. WALKER** (a/k/a **NANCY ELLEN WALKER**), husband and wife, of the County of Bay, State of Florida, (GRANTOR), whose post office address is 6222 South Lagoon Drive, Panama City, FL 32408, and **JAMES D. WALKER and NANCY E. WALKER, TRUSTEES**, or their successors in Trust under **THE WALKER LIVING TRUST DATED DECEMBER 9, 2019**, and any amendments thereto, (GRANTEE), of the State of Florida, County of Bay, whose post office address is 6222 South Lagoon Drive, Panama City, FL 32408.

THE GRANTOR, 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 of which is hereby acknowledged, has granted, conveyed, bargained and sold and transfers all hereditaments to said GRANTEE and GRANTEE'S successors, and assigns forever the following described land situate in **Bay** County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

and said GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms GRANTOR, GRANTEE and TRUSTEE shall be construed as singular or plural as the context requires.

The Trust beneficiaries are **JAMES D. WALKER and NANCY E. WALKER** and they retain the right to reside upon, use and possess the above identified property for the remainder of their lives.

This property is being transferred without consideration as a result of GRANTOR'S estate planning decisions, into GRANTOR'S Living Revocable Trust. **JAMES D. WALKER and NANCY E. WALKER** intend to hold this property as tenants by the entirety (TBE). An examination was not made of the title before transfer.

Either **JAMES D. WALKER** or **NANCY E. WALKER**, as CO-TRUSTEES, acting alone and without the signature of the other CO-TRUSTEE, shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

If either **JAMES D. WALKER** or **NANCY E. WALKER** cannot continue to serve as CO-TRUSTEE, then the other shall serve as the sole TRUSTEE. If neither **JAMES D. WALKER** nor **NANCY E. WALKER** can continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **PATRICK FLEMING**. If **PATRICK FLEMING** cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **ASHLEY CHIARIELLO**.

All Successor TRUSTEES are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the TRUSTEE and all Successor TRUSTEES shall extend to any and all rights which the GRANTOR possesses in the above described real property; any deed, mortgage, or other instrument executed by the TRUSTEE shall convey all rights or interests of the GRANTOR including homestead; and the TRUSTEE is appointed as the

Agent for the GRANTOR to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the GRANTOR.

Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior TRUSTEE.
- C. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said TRUSTEE for any reason.
- D. The written certificates of two physicians currently practicing medicine that the TRUSTEE is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of TRUSTEE.
- E. The written removal of a successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by either of the TRUSTORS sworn to and acknowledged before a notary public; this right being reserved to either TRUSTOR, **JAMES D. WALKER** or **NANCY E. WALKER**.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the current year and subsequent years, and all mortgages of record which the GRANTEE herein assumes and agree to pay.

EXECUTED DECEMBER 9, 2019.

Signed, sealed, and delivered in the presence of:

Alexandra L. Kahler
 Print name Alexandra L. Kahler

J. Mark Fisher
 Print name J. Mark Fisher

James D. Walker
 JAMES D. WALKER

Nancy E. Walker
 NANCY E. WALKER

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this December 9, 2019, by **JAMES D. WALKER and NANCY E. WALKER**, who are personally known to me or who have produced _____ as identification and who did not take an oath.

John Mark Fisher
 Notary Public

Notary Seal and commission expiration stamp:

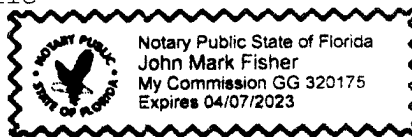


EXHIBIT "A"

Lot 1, Block A, Holiday Beach Unit One, according to the plat recorded in Plat Book 10, page 51, in the public records of Bay County, Florida.

ALSO: Commence at the southwest corner of Lot 22, Block S, First Addition to Biltmore Beach, according to the plat recorded in Plat Book 8, page 39, in the public records of Bay County, Florida. Thence North $00^{\circ} 01' 00''$ East along the west line of said Lot 22 for 93.29 feet to the center line of a 15 foot drainage easement for the Point of Beginning. Thence North $33^{\circ} 21' 55''$ East along said center line for 29.42 feet, more or less, to the edge of Grand Lagoon; thence northwesterly along the edge of said lagoon for 41 feet, more or less, to the west line of said Lot 22; thence South $00^{\circ} 01' 00''$ West along said west line for 59.85 feet, more or less, to the Point of Beginning.

LESS AND EXCEPT: Begin at the most southerly corner of Lot 1, Block A, Holiday Beach Unit One, according to the plat recorded in Plat Book 10, page 51, in the public records of Bay County, Florida; thence North $00^{\circ} 01' 00''$ East along the east line of said Lot 1 for 24.98 feet; thence South $61^{\circ} 04' 14''$ West for 9.91 feet to the northeasterly right of way line of South Lagoon Drive and the westerly line of said Lot 1; thence South $23^{\circ} 13' 20''$ East along said northeasterly right of way line for 21.97 feet to the Point of Beginning.

NOTE: THE PREPARER OF THIS DEED REPRESENTS THAT: THIS DEED HAS BEEN PREPARED AT THE EXPRESS DIRECTION AND REQUEST OF THE ABOVE GRANTOR(S) AND/OR GRANTEE(S) SOLELY FROM LEGAL DESCRIPTION(S) PROVIDED TO THE PREPARER BY THE SAID GRANTOR(S) AND/OR GRANTEE(S); THAT NO TITLE SEARCH, SURVEY, OR INSPECTION OF THE ABOVE PROPERTY HAS BEEN PERFORMED BY THE PREPARER, NOR HAS THE PREPARER BEEN PROVIDED SUCH DOCUMENTS, THAT THE TITLE TO THE ABOVE DESCRIBED REAL PROPERTY HAS NOT BEEN EXAMINED BY THE PREPARER; THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER AS TO THE STATUS OF THE TITLE OR THE OWNERSHIP OF THE REAL PROPERTY DESCRIBED ABOVE; THAT THIS CONVEYANCE IS SUBJECT TO, AND MAY BE AFFECTED BY, ANY AND ALL RESERVATIONS, LIENS, RESTRICTIONS, AND OTHER ENCUMBRANCES OF RECORD, AND BY ANY UNPAID AD VALOREM REAL PROPERTY TAXES, PAST OR PRESENT; AND THAT THESE MATTERS HAVE BEEN EXPLAINED TO, AND UNDERSTOOD BY, THE ABOVE SAID GRANTOR(S) AND/OR GRANTEE(S).