

RECORD 137,50

16 pages

Prepared by and return to:

Deborah A. Mather
Glenn B. Grevengoed, P.A.
2801 Ocean Drive, Suite 201
Vero Beach, FL 32963
772-234-5600
File Number: ELLISF
Will Call No.: 41

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Quit Claim Deed

This Quit Claim Deed made this 11 day of February, 2011 between Orville V. Ellis and Ann C. Ellis, husband and wife whose post office address is 1130 27th Ave., Vero Beach, FL 32960, grantor, and Frank V. Ellis, a married man whose post office address is 590 Caroline Drive, Vero Beach, FL 32968, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Indian River County, Florida** to-wit:

Parcel 1. Tax ID#33392400002007000009.0; Street Address: 614 3rd Pl SW, Vero Beach, FL 32962
Legal Description: Lot 9, Block 7, Whispering Palms, Unit 4, according to the Plat thereof, as recorded in Plat Book 5, Page 11, of the Public Records of Indian River County Florida.

Parcel 2. Tax ID#33392400002007000010.0; Street Address: 608 3rd Pl SW, Vero beach, FL 32962
Legal Description: Lot 10, Block 7, Whispering Palms Subdivision, Unit 4, according to the Plat thereof, as recorded in Plat Book 5, Page 11, of the Public Records of Indian River County, Florida.

Parcel 3. Tax ID#33390200016007000007.1; Street Address: 1806 22nd Ave., Vero Beach FL 32960
Legal Description: The West 75 feet of Lot 7, Block 7, Osceola Park Homesites, an addition to the City of Vero (now Vero Beach) according to the plat filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 3, Page 58; said land now lying and being in City of Vero Beach, Indian River County, Florida.

Parcel 4. Tax ID#33390200016007000007.0; Street Address: 2156 18th St., Vero Beach, FL 32960
Legal Description: The East 75 feet of Lot 7, Block 7 Osceola Park Homesites, an addition to the City of Vero (now Vero Beach) according to the plat filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 3, Page 58; said land now lying and being in City of Vero Beach, Indian River County, Florida.

Parcel 5. Tax ID# 33392400002009000019.0; Street Address: 412 7th Rd. SW, Vero Beach, FL 32962
Legal Description: Lot 19, Block 9, Unit No. 4, Whispering Palms, Indian River County, Florida, according to the Plat thereof recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida, in Plat Book 5, Page 11.

Parcel 6. Tax ID# 3339100001600000018.0; Street Address: 985 35th Ave., Vero Beach, FL 32960
 Legal Description: Lot 18, Greenwood Village, Unit One, according to the plat of same filed in the office of the Clerk of the Circuit Court of Indian River County, Florida, in Plat Book 7, Page 4.

Parcel 7. Tax ID# 33391100006012000017.0; Street Address: 11th ST., Vero Beach, FL 32960
 Legal Description: Commence at Northwest corner of Tract 12, Section 11, Township 33 South, Range 39 East, according to Plat of Indian River Farms Company, which said plat was filed March 23, 1915, and recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida, and from thence run East 25 feet on North boundary line of said Tract 12, thence run South on a line parallel to West boundary line of said Tract 12 a distance of 368.25 feet to point of beginning, thence run East parallel to North boundary line of said Tract 12 a distance of 150 feet, thence run South parallel to West Boundary line of said Tract 12 a distance of 140 feet, thence run West parallel to North boundary line of said Tract 12 a distance of 150 feet, thence run North 140 feet to the point of beginning.

Grantor warrants that at the time of this conveyance, the subject properties are not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 1130 27th Ave., Vero Beach, FL 32960.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Deborah Mather

Witness Name: DEBORAH MATHER

Orville V. Ellis by Frank Ellis POA

Orville V. Ellis, by Frank Ellis under Durable Power of Attorney, attorney in fact

Glenn B. Greengoed

Witness Name: GLENN B. GREVENGOED

Deborah Mather

Witness Name: DEBORAH MATHER

Ann C. Ellis

Ann C. Ellis

Glenn B. Greengoed

Witness Name: GLENN B. GREVENGOED

State of Florida
 County of Indian River

The foregoing instrument was acknowledged before me this 11 day of February, 2011 by Orville V. Ellis, by Frank Ellis under Durable Power of Attorney, attorney in fact and Ann C. Ellis, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]



GLENN B. GREVENGOED
 MY COMMISSION # DD 828175
 EXPIRES: February 1, 2013
 Bonded Thru Budget Notary Services

Glenn B. Greengoed

Notary Public

Printed Name: GLENN B. GREVENGOED

My Commission Expires: 2/1/13

DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT

WARNING TO PERSON EXECUTING THIS DOCUMENT

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE
POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU
SHOULD KNOW THESE IMPORTANT FACTS:**

**THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS
YOUR ATTORNEY-IN-FACT WITH BROAD LEGAL POWERS, INCLUDING
THE POWERS TO MANAGE, DISPOSE, SELL AND CONVEY YOUR REAL
AND PERSONAL PROPERTY AND TO BORROW MONEY USING YOUR
PROPERTY AS SECURITY FOR THE LOAN.**

**THESE POWERS WILL CONTINUE TO EXIST EVEN IF YOU BECOME
DISABLED OR INCAPACITATED. THESE POWERS WILL EXIST UNTIL
YOU REVOKE OR TERMINATE THIS POWER OF ATTORNEY. YOU HAVE
THE RIGHT TO REVOKE OR TERMINATE THIS POWER OF ATTORNEY
AT ANY TIME.**

**THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL
OR OTHER HEALTH CARE DECISIONS FOR YOU.**

**IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT
UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.**

1. Principal and Attorney-in-Fact

PRINCIPAL

Orville V. Ellis

1130 27th Avenue

Vero Beach, Florida 302960

I, Orville V. Ellis, appoint the persons named below as my attorneys-in-fact to act for me in any lawful way with respect to the powers delegated in Part 5 below.

ATTORNEYS-IN-FACT

Frank V. Ellis

130 Antebellum Way

Vero Beach, Florida 302960

Day phone: 770 461-3730

Evening phone: 770 656-1209

Tim L. Ellis

890 Country Charm Circle

Oviedo, Florida 32765

Day phone: 772 257 6217

Evening phone: 407 687 7669

SUCCESSOR ATTORNEY-IN-FACT

I name the following person to act as my attorney-in-fact if all named attorneys-in-fact die, resign or are otherwise unable to serve.

Kelley J. Coppage

185 13th Avenue

Vero Beach, Florida 32962

Day phone: 772 978 0576

Evening phone: 772 532 0921

SECOND SUCCESSOR ATTORNEY-IN-FACT

I name the following person to act as my attorney-in-fact if all named attorneys-in-fact and the successor attorney-in-fact die, resign or are otherwise unable to serve.

Terri M. Ellis

130 Antebellum Way

Fayetteville, Georgia 30215

Day phone: 770 461 3730

Evening phone: 770 403 4565

2. Authorization of Attorneys-in-Fact

My attorneys-in-fact must act jointly.

3. Delegation of Authority

My attorney-in-fact may delegate, in writing, any authority granted under this durable power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

4. Effective Date

This power of attorney is effective immediately, and shall continue in effect if I become incapacitated or disabled.

5. Powers of Attorney-in-Fact

I grant my attorney-in-fact power to act on my behalf in the following matters, as indicated by my initials next to each granted power.

INITIALS

- X OVE (1) Real estate transactions.
- X OVE (2) Tangible personal property transactions.
- X OVE (3) Stock and bond, commodity, option and other securities transactions.
- X OVE (4) Banking and other financial institution transactions.
- X O.V.E. (5) Business operating transactions.
- X O.V.E. (6) Insurance and annuity transactions.
- X O.V.E. (7) Estate, trust, and other beneficiary transactions.
- X OVE (8) Living trust transactions.
- X OVE (9) Legal actions.
- X OVE (10) Personal and family care.
- X OVE (11) Government benefits.
- X OVE (12) Retirement plan transactions.
- X OVE (13) Tax matters.

These powers are defined in Part 13, below.

6. Compensation and Reimbursement of Attorney-in-Fact

My attorney-in-fact shall not be compensated for services, but shall be entitled to reimbursement, from my assets, for reasonable expenses. Reasonable expenses include but are not limited to reasonable fees for information or advice from accountants, lawyers or investment experts relating to my attorney-in-fact's responsibilities under this power of attorney.

7. Personal Benefit to Attorney-in-Fact

My attorney-in-fact may not benefit personally from any transaction engaged in on my behalf.

8. Commingling by Attorney-in-Fact

My attorney-in-fact may not commingle any of my funds with any funds of his or hers.

9. Liability of Attorney-in-Fact

My attorney-in-fact shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My attorney-in-fact is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my attorney-in-fact believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor attorney-in-fact shall not be liable for acts of a prior attorney-in-fact.

10. Nomination of Conservator or Guardian of Estate

If, in a court proceeding, it is ever resolved that I need a conservator, guardian or other person to supervise my estate, I nominate my attorney-in-fact to serve in that capacity. If my attorney-in-fact cannot serve, I nominate the successor attorney-in-fact named in Part 1, above, to serve.

11. Reliance on This Power of Attorney

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

12. Severability

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

13. Definition of Powers Granted to Attorney-in-Fact

The powers granted in Part 5, above, authorize my attorney-in-fact to do the following:

(1) Real estate transactions

My attorney-in-fact may act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift, or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership or possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.
- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

(2) Tangible personal property transactions

My attorney-in-fact may act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or

later acquire, under such terms as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

(3) Stock and bond, commodity, option and other securities transactions

My attorney-in-fact may do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.
- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my attorney-in-fact thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

My attorney-in-fact may do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my attorney-in-fact deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

(5) Business operating transactions

My attorney-in-fact may do any act that I can do through an agent in connection with any business operated by me that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.

- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as the holder of any bond, share or instrument of similar character and defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.
- (c) With respect to a business owned solely by me, continue, modify, extend or terminate any contract on my behalf, demand and receive all money that is due or claimed by me and use such funds in the operation of the business, engage in banking transactions my attorney-in-fact deems desirable, determine the location of the operation, the nature of the business it undertakes, its name, methods of manufacturing, selling, marketing, financing, accounting, form of organization and insurance, and hiring and paying employees and independent contractors.
- (d) Execute, acknowledge, seal and deliver any instrument of any kind that my attorney-in-fact thinks useful to accomplish any purpose listed in this section.
- (e) Pay, compromise or contest business taxes or assessments.
- (f) Demand and receive money or other things of value to which I am or claim to be entitled as the proceeds of any business operation, and conserve, invest, disburse or use anything so received for purposes listed in this section.

(6) Insurance and annuity transactions

My attorney-in-fact may do any act that I can do through an agent, in connection with any insurance or annuity policy, that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My attorney-in-fact cannot name himself or herself as beneficiary of a renewal, extension or substitute for

such a policy unless he or she was already the beneficiary before I signed the power of attorney.

- (b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

(7) Estate, trust and other beneficiary transactions

My attorney-in-fact may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My attorney-in-fact's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

(8) Living trust transactions

My attorney-in-fact may transfer ownership of any property over which he or she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real property, stocks, bonds, accounts with financial institutions, insurance policies or other property.

(9) Legal actions

My attorney-in-fact may act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.

- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(10) Personal and family care

My attorney-in-fact may do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(11) Government benefits

My attorney-in-fact may act for me in all matters that affect my right to government benefits, including Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

(12) Retirement plan transactions

My attorney-in-fact may act for me in all matters that affect my retirement plans. My attorney-in-fact's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(13) Tax matters

My attorney-in-fact may act for me in all matters that affect my local, state and federal taxes. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

I understand the importance of the powers I delegate to my attorney-in-fact in this document. I recognize that the document gives my attorney-in-fact broad powers over my assets, and that these powers will become effective as soon as I sign this document and continue indefinitely unless I revoke this durable power of attorney.

Signed this 26 day of May, 2006

State of Florida, County of Indian River

Signature: Orville R. Ellis

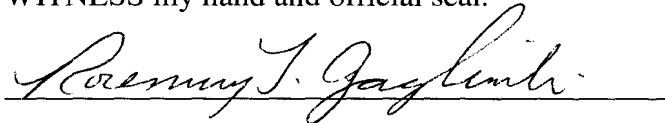
Social Security number: [REDACTED]**WITNESSES**

On the date written above, the principal declared to me that this instrument is his durable power of attorney, and that he willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.

Signature: Amy AdamsPrint Name: Amy AdamsAddress: 806 36th Ave Vero Beach, FL 32960Signature: Sherry L PylePrint Name: SHERRY L. PYLEAddress: 1165-24th PLACE SW VERO BEACH FL 32962**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**State of Florida)
) ss.County of Indian RiverOn may, 26, before me, Rosemary T. Gagliardi, a
notary public in and for said state, personally appeared(license), personally known to me (or proved on the
basis of satisfactory evidence) to be the person whose name is subscribed to the within

instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

A handwritten signature in cursive script, reading "Rosemary T. Gagliardi", is written over a horizontal line.

Notary Public for the State of Florida

[NOTARIAL SEAL]

My commission expires: _____

ROSEMARY T. GAGLIARDI
Notary Public, State of Florida
My Commission Exp. Jan 8, 2010
Commission No. DD500603