

Prepared by, and after recording return to:
Berry J. Walker, Jr., an employee of
Walker & Tudhope, P.A.,
225 South Westmonte Drive, Suite 2040
Altamonte Springs, Florida 32714
Consideration: **\$10.00**
File Number: FA15-470

For official use by Clerk's office only

THIS INSTRUMENT IS RECORDED FOR THE SOLE PURPOSE OF
CORRECTING THE NAME OF THE GRANTOR IN THAT
CERTAIN QUIT CLAIM DEED DATED DECEMBER 27, 2013 AND
RECORDED FEBRUARY 11, 2014 IN O.R. BOOK 2736, PAGE 1172,
OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY,
FLORIDA.

CORRECTIVE QUIT
CLAIM DEED

THIS INDENTURE, made this October 11, 2017, between **Elite Trust & Escrow Company, LLC, a Florida limited liability company** whose mailing address is: 225 South Westmonte Drive, Suite 2040, Altamonte Springs, FL 32714, party of the first part, and **Elite Trust & Escrow Company, LLC, a Florida limited liability company as Trustee of the Vero 95 Land Trust, a Florida land trust**, whose mailing address is: 225 South Westmonte Drive, Suite 2040, Altamonte Springs, FL 32714, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

THE FOLLOWING PROPERTY IN INDIAN RIVER COUNTY, FLORIDA:

LOTS 2, 3, 4, 5, 16, 17 AND 18, BLOCK A, LOTS 1, 2, 3, 16, 17 AND 18, BLOCK H;
LOTS 1, 2 AND 3, BLOCK J, VERO TROPICAL GARDENS UNIT I, ACCORDING
TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 75, OF THE
PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; LESS AND EXCEPT
THOSE PORTIONS OF LOTS 2, 3, 17 AND 18, BLOCK A; LOTS 1 AND 18, BLOCK
H AND LOT 1, BLOCK J, LYING WITHIN THE RIGHT OF WAY OF STATE ROAD
9 (U.S. I-95) AND STATE ROAD 60.

ALSO LOTS C-14 AND C-15, VERO TROPICAL GARDENS, UNIT 2, ACCORDING
TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 64, OF THE
PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, LESS AND EXCEPT
PORTIONS OF SAID LOTS LYING WITHIN THE RIGHT OF WAY OF STATE
ROAD 9 (U.S. I-95) AND STATE ROAD 60; AND LESS AND EXCEPT PROPERTY
DESCRIBED IN DEED DATED MARCH 28, 1970 FROM JOHN N. FOUNTAIN, JR.
AND GEORGE J. CLAEYS AND POLLY J. CLAEYS, HIS WIFE, TO HUMBLE OIL
AND REFINING COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK 345,

PAGE 513, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH ALL OF GRANTORS' RIGHT TITLE AND INTEREST IN AND TO THAT CERTAIN NON-EXCLUSIVE PERPETUAL EASEMENT RESERVED TO THE GRANTORS HEREIN CONTAINED IN DEED DATED MARCH 28, 1970 TO THE HUMBLE OIL AND REFINING COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 345, PAGE 513, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

FROM THE POINT OF BEGINNING OF THE ABOVE TRACT OF LAND RUN N 89°16'32" W ALONG THE NORTH R/W LINE OF STATE ROAD NO. 60 FOR 60.00 FEET TO A POINT; THENCE RUN N 0°43'28" E AT RIGHT ANGLES TO THE NORTH R/W LINE OF STATE ROAD NO. 60 FOR 48.00 FEET TO A POINT; THENCE RUN S 89°16'32" E PARALLEL TO THE NORTH R/W LINE OF STATE ROAD NO. 60 FOR 60.00 FEET TO A POINT; THENCE RUN S 0°43'28" W FOR 48.00 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND LYING AND BEING SITUATED IN INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH:

THAT CERTAIN STREET KNOWN AS 133RD AVENUE, BEING 70 FEET IN WIDTH, LYING SOUTH OF THE NORTH LINE OF LOT 3 OF BLOCK H, AND SOUTH OF THE NORTH LINE OF LOT 16, BLOCK A, AND THAT CERTAIN STREET KNOWN AS 134TH AVENUE BEING 70 FEET IN WIDTH, LYING SOUTH OF THE NORTH LINE OF LOT 16, BLOCK II, AND SOUTH OF THE NORTH LINE OF LOT 3, BLOCK J. VERO TROPICAL GARDENS, UNIT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 75, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. PURSUANT TO RESOLUTION RECORDED DECEMBER 19, 1974 IN OFFICIAL RECORDS BOOK 481, PAGE 585, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

AND ALSO TOGETHER WITH:

A PORTION OF 94TH AVENUE ADJACENT TO LOTS 4 AND 5 IN BLOCK "A", VERO TROPICAL GARDENS UNIT 1, AS VACATED BY RESOLUTION NO. 97-70 AS RECORDED IN OFFICIAL RECORDS BOOK 1165, PAGE 2553, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

Parcel Identification Number: **33-38-03-00003-0010-00002/0**

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth above.

Signed, sealed and delivered in the presence of:

Elite Trust & Escrow Company, LLC, a Florida limited liability company:

Berry Walker
Witness signature

Berry Walker
Print witness name

Valerie A. Fernandez
Witness signature

Valerie A. Fernandez

Print witness name

By:

Suzette M. De Jesus, Manager

State of Florida

County of: Seminole

THE FOREGOING INSTRUMENT was acknowledged before me on October 11, 2017 by Suzette M. De Jesus as Manager of Elite Trust & Escrow Company, LLC, a Florida limited liability company, (X) who is personally known to me or () who has produced _____ as identification.

Valerie A. Fernandez
Notary Public

Valerie A. Fernandez

Print Notary Name

My Commission Expires: 9-1-19

Notary Seal

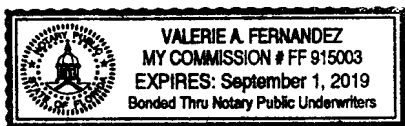


EXHIBIT "A" TO CORRECTIVE QUIT CLAIM DEED – TRUSTEE POWERS

FULL power and authority granted to said Trustee named herein, pursuant to Section 689.071 and 689.073, Florida Statutes, with respect to the said premise 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 persons 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 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 Trustee 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 climbing 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 imitations contained herein and in said Trust Agreement, or in some amendment thereof and binding upon all beneficiaries there under, 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 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.