

980014727

THIS DEED IS EXEMPT FROM RECORDING COSTS PURSUANT TO SECTION 58.1-811(12), CODE OF VIRGINIA.

THIS DEED, made this 20th day of July, 1998, by and between LOUISE ANN DAUB, widow, ("Grantor"), and DOROTHY M. MAINO, Trustee of the Revocable Trust Agreement of Louise Ann Daub dated April 28, 1998, ("Grantee"), whose address is 1221 Mineo Drive, Punta Gorda, FL 33950.

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby bargain, sell, grant and convey with General Warranty and English Covenants of Title unto DOROTHY M. MAINO, Trustee of the Revocable Trust Agreement of Louise Ann Daub dated April 28, 1998, the following described property, to-wit:

1. All that certain lot or parcel of land, situate in Jamestown District, James City County, Virginia, bounded and described as follows: Commencing 180 feet, more or less, from an iron pipe on the road leading from Williamsburg to St. George's Farm, and running thence along said road, but measured in a straight course, S. 66° 30' W. 150 feet, more or less, to another iron pipe; thence S.

23° 30' E. 200 feet; thence N. 66° 30' E. 150 feet; thence N. 23° 30' W. to the point of beginning. Bounded on two sides by the land now or formerly belonging to Thomas C. Darnell, on the one side by the land now or formerly belonging to Henry O. Wright and Benjamin F. Wright, and on the other side by a public road running back between parallel lines 200 feet.

2. All that certain lot, piece or parcel of land, situate in Jamestown District, James City County, Virginia, containing one and one-third (1-1/3) acres, more or less, and bounded and described as follows: Commencing at an iron pipe on the road leading from Williamsburg to St. George's Farm, running thence along said road, but measured in a straight course, S. 66° 30' W. 180 feet to a point; thence S. 23° 30' E. 200 feet to a point; thence S. 66° 30' W. 150 feet to a point; thence S. 23° 30' E. 64 feet to an iron pipe; thence N. 66° 30' E. 330 feet to an iron pipe; thence N. 23° 30' W. 264 feet to the point of beginning.

3. All that certain piece, parcel or tract of land situate, lying and being in Jamestown District, James City County, Virginia, being bounded and described as follows: Beginning at an iron pipe situate on the line between the property hereby conveyed and that formerly owned by Ernest A. Fountain, said point being located 264 feet from the southerly edge of Powell Mill Road; thence N. 66° 30' E. 330 feet to an iron pipe; thence S. 5° 04 1/2' W. 140.5 feet to an iron pipe; thence S. 58° 24' W. 265.58 feet to an iron pipe; thence N. 23° 30' W. 160.65 feet to an iron pipe, the point of beginning; said property containing .95 acres, and is shown and designated on a certain plat entitled "Plat Showing Lot of Land Belonging to the

AUG-78 0149

Nixon Estate Located off 4-H Club Road in Jamestown District, James City County, Va. to be Conveyed to Ernest A. & Louse H. Fountain," made June, 1955 by Wetherill D. Thomas, Certified Land Surveyor, a blueprint copy of which is of record, said property being bounded on the North by land formerly owned by Ernest A. Fountain, on the East by property of the Nixon Estate; and on the West by a 30-foot right-of-way.

Being the same property as that conveyed to Louise Fountain Daub and August Daub by Deed dated June 11, 1971 from and recorded on October 19, 1971 in James County Deed Book 133, at page 404, the said August Daub having died, leaving Louise Fountain Daub (also know as Louise Ann Daub) surviving.

This conveyance is made subject to the conditions, restrictions and easements of record, if any, affecting the said property.

TO HAVE AND TO HOLD the aforesaid property in fee simple with the appurtenances thereunto belonging upon the trust and for the uses and purposes set forth herein and in the Trust Agreement.

Full power and authority is hereby granted to the Trustee and her successors to protect and conserve the property; to sell, contract to sell and grant options to purchase the property and any right, title or interest therein on any terms; to exchange the property or any part thereof for any other real or personal property or any part thereof for any other real or personal

property upon any terms; to convey the property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the property or any part thereof.

No party dealing with the Trustee in relation to the property in any manner whatsoever, and (without limiting the foregoing) no party to whom the property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property, (b) to see that the terms of this Trust have been complied with, (c) to inquire into the authority, necessity or expediency of any act of the Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the property shall be conclusive evidence in favor of every person claiming any right,

AUG-75 0151

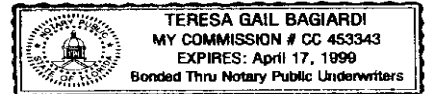
title or interest thereunder: (a) that at the time of the delivery thereof this Trust was in full force and effect, (b) that such instrument was executed in accordance with the trusts, terms and conditions hereof, and of the Trust Agreement, and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

WITNESS the following signatures and seals:

Louise Ann Daub (SEAL)
LOUISE ANN DAUB

STATE OF FLORIDA

CITY/COUNTY OF Charlotte, to-wit:



The foregoing instrument was acknowledged before me this 30th day of July, 1998, by LOUISE ANN DAUB, widow.

Teresa Gail Bagardi
NOTARY PUBLIC TERESA GAIL BAGARDI

My commission expires: April 17, 1999.

Prepared by and return to:
Geddy Harris + Geddy

VIRGINIA: City of Williamsburg and County of
James City, to-wit:
Circuit Court of the
City of Williamsburg, County of James City
day of Aug, 1998
Was filed at 10:47 o'clock
and returned to me at 10:47 o'clock
by Debra Seward, Clerk
Deputy Clerk

AUG-78 0152