

This Instrument Prepared By & Return To:

Smith Law Firm, LLC
B. Larry Smith, Esquire
B. Shannon Smith, Esquire
322 East Park Avenue
Chiefland FL 32626
352-490-5353/f: 352-490-5337

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WARRANTY ENHANCED LIFE ESTATE DEED

THIS WARRANTY DEED made this day _____ day of _____, 2022, by **BARBARA S. LOCKE**, a widow, whose mailing address is: 5251 NW 137th Lane, Chiefland, Florida herein referred to as GRANTOR, hereby conveys to **BARBARA S. LOCKE**, widow, for A LIFE ESTATE, without any liability for waste, and with full power and authority in said life tenant to sell, convey, mortgage, lease, gift, or otherwise manage and dispose of the property described herein, in fee simple, with or without consideration, without joinder of the remainderman, and with full power and authority to retain any and all proceeds generated thereby, and upon the death of the life tenant, the REMAINDER, if any to **MICHAEL WAYNE LOCKE**, whose mailing address is: 891 NE 136th Place, Chiefland, Florida 32626 hereinafter called the GRANTEE:

(Where 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).

WITNESSETH:

That the grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **LEVY** County, Florida, viz:

Parcel Identification No:1973900000

Legal Description: LOT 2 PINE MEADOWS BOOK 491 PAGE 358, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA

4.75 acres lying in Levy County; and not within any municipality.

Subject to Covenants, Restrictions, reservations, limitations and easements of record, if any, and zoning and other governmental regulations.

THIS INSTRUMENT SHALL FURTHER RESERVE UNTO THE GRANTOR, THE RIGHT TO CANCEL THIS DEED BY FURTHER CONVEYANCE WHICH MAY DESTROY ANY AND ALL RIGHTS WHICH THE GRANTEE MAY POSSESS UNDER THIS DEED. GRANTEE SHALL HOLD A DEFEASIBLE REMAINDER INTEREST IN THE PROPERTY DESCRIBED HEREIN AND UPON THE DEATH OF THE GRANTOR, IF THE PROPERTY DESCRIBED HEREIN HAS NOT BEEN PREVIOUSLY DISPOSED OF PRIOR TO THEIR DEATH, ALL RIGHTS AND TITLE TO THE PROPERTY REMAINING SHALL FULLY VEST IN GRANTEE, SUBJECT TO SUCH LIENS AND ENCUMBRANCES EXISTING AT THAT TIME.

The above-referenced property is not the homestead of the grantor.

Grantor reserves unto himself or herself for and during his or her lifetime, the exclusive possession, use and enjoyment of the rents and profits of the property described herein. Grantor further reserves unto himself or herself, for and during his or her lifetime, the right to sell, lease, encumber by mortgage, pledge, lien or

otherwise manage and dispose, in whole or in part, or grant any interest therein, of the aforesaid premises by gift, sale or otherwise so as to terminate the interests of the Grantee, as Grantor, in his or her sole discretion shall decide, except to dispose of said property, if any, by devise upon his or her death. Grantor retains the power to make the aforesaid dispositions, with or without consideration, without joinder by the remainderman, and to retain absolutely any and all proceeds derived therefrom. Grantor further reserves the right to cancel this deed by further conveyance which may destroy any and all rights which the Grantee may possess under this deed. Grantee shall hold a remainder interest in the property described herein and upon the death of the Grantor, if the property described herein has not been previously disposed of prior to Grantor's death, all right and title to the property remaining shall fully vest in Grantee (as joint tenants with right of survivorship) subject to such liens and encumbrances existing at that time.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances there unto belonging or in anyway appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said grantor, either in law or equity, to the only proper use and benefit of the said grantee forever.

AND the grantor hereby covenant with said grantee that the grantor is lawfully seised of said land in warrants 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.

NO REVIEW OR EXAMINATION OF TITLE OR REPRESENTATION OF TITLE STATUS TO THE ABOVE DESCRIBED PROPERTY HAS BEEN MADE BY SMITH LAW FIRM, L.L.C. AND THE DESCRIPTION WAS DERIVED WITHOUT A SURVEY AND NO OPINIONS OR REPRESENTATIONS ARE BEING MADE EITHER EXPRESSLY OR IMPLIEDLY BY SMITH LAW FIRM, L.L.C. AS TO THE ACCURACY OF SAID DESCRIPTION. GRANTOR DECLINED TITLE SERVICES, GRANTOR INDEMNIFIES AND HOLDS HARMLESS SMITH LAW FIRM AND ITS AGENTS, HEIRS AND ASSIGNS REGARDING ACTIONS EMANATING FROM DECLINATION OF TITLE SERVICES.

IN WITNESS WHEREOF, the said grantor has signed sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Christine E. Smith
Witness as to Grantor

Barbara S. Locke
BARBARA S. LOCKE, Grantor

Christine E. Smith
Printed Name of Witness

Dorism Irimia
Witness as to Grantor

Dorism Irimia
Printed Name of Witness

ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF LEVY }

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, personally appeared **BARBARA S. LOCKE**, who is personally known to me or has produced a as identification.

Dated this 13th day of July, 2022.



CHRISTINE M. SMITH
Notary Public
State of Florida
Comm# HH068075
Expires 1/14/2025

Christine M. Smith
NOTARY PUBLIC STATE OF FLORIDA
Print Name: Christine M. Smith
My Commission Expires: 1/14/2025