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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2011 OCT 21 PM 3:56

10/24/11

## TRANSMITTAL LETTER

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** Affidavit for MAE PAUL ENTERPRISES IRRV TR

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

**FEES:**

**Declaration of Trust** **\$350.00**

**OPTIONAL:**

**Certified Copy** **\$ 8.75**

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**FROM:** MAE PAUL ENTERPRISES, Attn: B. Sehlke, Trustee

**Name (Printed or typed)**

1985 BELL-AIR STAR PARKWAY

**Address**

SARASOTA, FLA 34240

**City, State & Zip**

941-720-1667

**Daytime Telephone number**

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY**

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SECRETARY OF STATE  
DIVISION OF CORPORATE AFFAIRS

MAE PAUL ENTERPRISES, IRRV TR

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A COMMON LAW TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the Chairman of the  
Board of Trustees of MAE PAUL ENTERPRISES, IRRV TR, a  
(Name of Trust)  
FLORIDA Trust hereby affirms in order to file or qualify  
(State)  
MAE PAUL ENTERPRISES, IRRV TR, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 1985 BELL-AIR STAR PKWY  
SARASOTA, FLORIDA 34240
3. The registered agent and street address in the State of Florida is:  
MITCH GARLOCK, CARE OF: 1985 BELL-AIR STAR PARKWAY,  
SARASOTA, FLORIDA 34240
4. Acceptance by the registered agent: Having been named as registered  
agent to accept service of process for the above named Declaration of Trust  
at the place designated in this affidavit, I hereby accept the appointment as  
registered agent and agree to act in this capacity.



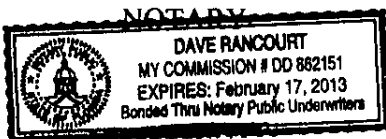
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of  
Trust under which the association proposes to conduct its business in  
Florida



BRIAN SEHLKE, TTEE

Name: Brian Sehlke TTEE  
Chairman of the Board of Trustees



CR2E063(3/00)

Filing Fee: \$350.00  
Certified Copy: \$ 8.75 (optional)

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CLERK OF COURT  
DIVISION OF CORPORATE

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*Synopsis of Trust Agreement*

*Declaration of Trust*  
*for*  
**MaePaul Enterprises**  
*A family trust*

*THE UNDERSIGNED, constituting the Board of Trustees under that certain Trust Agreement, hereby warrants the following:*

*The following copy of the common law Declaration of Trust (Contract and Indenture,) is hereby certified true.*

*Knowing the penalties for bearing false witness before the ALMIGHTY FATHER and Men,  
I solemnly aver and affirm that the following is certified to be true and correct.*

/s/   
**Brian F. Sehlke** , ACCEPTOR/SUCCESSOR TRUSTEE

**Declaration of Trust Agreement**  
**For**  
***MaePaul Enterprises***

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

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**TRUST AGREEMENT:** This is a brief explanation and concise overview of ***MaePaul Enterprises***, an irrevocable, common law trust agreement last dated the 3rd day of March, A.D. 1996. It is not intended to add to or vary the terms of the Declaration and Indenture of ***MaePaul Enterprises***. The several Articles of ***MaePaul Enterprises*** trust agreement (and the several paragraphs comprising the Articles) are described below. The first paragraph of the Trust Agreement identifies the EXCHANGER and identifies the signatory for the CREATOR temporarily serving as fiduciary/temporary Trustee for the beneficiaries.

**I ARTICLE – The Exchange.** This Article describes the acceptance of the contact extended by the CREATOR, making an offer “***at arms length***,” agreeing to the terms of irrevocably conveying by exchange, certain properties described on **Schedule A**, to the office of Trustee. This Office holds, owns and possesses Full and Absolute Title of said properties in Fee Simple, as Fiduciary for the benefit of Beneficiaries, in accordance with the conditions, terms and provisions of the Contract and Indenture, the Resolutions of the Board of Trustees of ***MaePaul Enterprises***, interpreting the same.

**II ARTICLE – Properties Conveyed.** This Article provides the EXCHANGER's authority to transfer such interest in said properties and declares that this Indenture totally and completely nullifies and voids any previous Wills and Testaments in regards to the ownership of said property.

**III ARTICLE – Appointment of First Trustee.** This Article describes the CREATOR's naming and appointing the First TRUSTEE for the Board of ***MaePaul Enterprises***. This act accomplished at the CREATOR's own discretion without and apart from any legal or contractual obligation with regard to any prior or secret agreement for such. The EXCHANGER agrees and covenants not to reserve, nor retain by any legal or contractual obligation or arrangement, any reversionary or beneficial interest or dominion over the principal or incomes of ***MaePaul Enterprises*** corpus/estate, nor any power to change in any manner the trust agreement.

**IV ARTICLE – Situs.** This Article provides the principle address for the Board of Trustees of ***MaePaul Enterprises***.

**V ARTICLE – Intent.** This Article expresses the intent of the named parties to ***MaePaul Enterprises*** contract creating a trust for the benefit of certain beneficiaries and to provide for prudent and economical administration of the assets of the trust, by legal persons acting in a fiduciary capacity. The said Board of Trustees are required, as part of the consideration of this contract, to act solely upon their rights under the common law, under the provisions found in the Constitution for the United States of America and the common law right to contract.

***MaePaul Enterprises***  
***an irrevocable trust***  
**Taxpayer Identification Number: 65 - 6200724**

**VI ARTICLE – Board of Trustees of *MaePaul Enterprises***. This Article provides a broad definition of the term "Trustee" describes what constitutes the Board of Trustees and provides for their exclusive power to interpret and construe the intent, meaning and direction of the Indenture for ***MaePaul Enterprises***, without judicial interference.

**VII ARTICLE – Bond**. This Article prohibits the requirement to obtain letters of authority from or the approval of any court in the exercise of any power conferred upon the Board of ***MaePaul Enterprises***. Further, no TRUSTEE is required to take an oath or to furnish any bond or other security, unless required by the unanimous decision of the Board of Trustees.

**VIII ARTICLE – Custodian of Records**. This Article allows the provision for persons appointed to the position of Custodian of Records for the Indenture, Minutes and Resolutions of ***MaePaul Enterprises***.

**IX ARTICLE – Seal**. This Article grants permission for the Board of Trustees to acquire a Seal for any one or all practical purposes. The seal shall not convey any semblance of any corporate or statutory status for ***MaePaul Enterprises***, whatsoever.

**X ARTICLE – Signatures Required**. This Article contains the provision for signature requirements on any document approving or authorizing the sale, transfer by exchange or purchase of real property by the Board of Trustees of ***MaePaul Enterprises***.

**XI ARTICLE – Powers of the Board of Trustees**. This Article describes all the powers of Trustees under common law, including but not limited to powers making any type of transaction for the benefit of beneficiaries. The Board of Trustees possesses full power and authority in encumbering property, mortgage or deeding, selling, pledging, conveying or otherwise disposing, including any measure it deems appropriate to expand the capital of the corpus/estate of ***MaePaul Enterprises***.

**XII ARTICLE – Bank Accounts**. This Article describes the authorization to open and maintain bank checking, savings or safe deposit accounts for ***MaePaul Enterprises***.

**XIII ARTICLE – Investment Accounts**. This Article permits the authorization to open and maintain any margin accounts for ***MaePaul Enterprises*** with any securities firm, to buy and sell bonds, stocks, options, futures, currency, insurance annuities as well as mutual funds. Trustees may place orders, or order the transfer of funds of this Trust, or otherwise direct the activities of any brokerage account.

**XIV ARTICLE – Taxation Immunity**. This Article expressly prohibits the Board of Trustees from possessing or exercising any power which would by its possession or exercise cause the income of ***MaePaul Enterprises*** to be taxed as though it were a statutory trust, taxable under the provisions of the U.S. Internal Revenue Code, Title 26, United States Code, or any revenue code of any government or political subdivision thereof. The Board is required to remain cognizant of regulations, other filing obligations and provisions of law.

**XV ARTICLE – Declaration of Principal**. This Article provides the Board of Trustees for ***MaePaul Enterprises*** the authority to determine what shall constitute principal, gross income, net income distributable under the terms of this Indenture and charitable donations or offerings to causes deemed worthy by the Board.

**XVI ARTICLE – Limited Liability.** This Article describes the Legal Notice given to all persons or legal entities doing business with, extending credit to, contracting with or having a claim against ***MaePaul Enterprises***. The Trustee shall, in their collective capacity as the Board of Trustees and not as individuals, assume or incur only such liability as shall attach to the corpus/estate assets of ***MaePaul Enterprises***.

**XVII ARTICLE – Loans and Advances.** This Article permits loans or advanced funds from the Board of Trustees for ***MaePaul Enterprises*** for any purpose and any such loan together with stipulated interest is a first lien against the property of this Trust and shall be repaid therefrom, so long as any such loan or advance is recorded in the Minutes.

**XVIII ARTICLE – Restriction of Investment Interest.** This Article limits the EXCHANGER from any interest (reversionary or other) in any investment made by the Board of Trustees for ***MaePaul Enterprises***.

**XIX ARTICLE – Operating Funds.** This Article describes funds accruing in the treasury of ***MaePaul Enterprises*** corpus/estate. The Board has the authority to provide for operating funds through any type of borrowing, either secured or unsecured, directly or indirectly secured.

**XX ARTICLE – Use of Other Names.** This Article gives permission to the Board of Trustees of ***MaePaul Enterprises*** to do business in the name of one or more individual Trustees, as an irrevocable trust or through Successor Trustee or any other acceptable and/or legal name, provided such does not adversely affect the legality of either the activity done or this Family Trust itself.

**XXI ARTICLE – Management.** This Article contains the powers granted to the Board of Trustees of ***MaePaul Enterprises***. In general it is intended to describe the ability to appoint one of its Trustees or a qualified non-Trustee, to the Executive Trustee, Secretary or Successor Trustee. Said duly appointed officers, having the authority to manage this Trust, including but not limited to, the routine day-to-day operations of ***MaePaul Enterprises***, subject at all times to the approval of the Board of Trustees.

**XXII ARTICLE – Contracted Services and Workers.** This Article sets forth the provision regarding the Board of Trustees power to contract and compensate for the services of assistants, brokers, attorneys, clerks, aides, contractors, sub-contractors or any others as it shall deem expedient for the proper function of ***MaePaul Enterprises***.

**XXIII ARTICLE – Resignation and Removal of Trustees.** This Article permits a Trustee to resign in writing from the Board of Trustees of ***MaePaul Enterprises*** and lists causes for removal from office, along with provision for the method of the appointment of a Successor Trustee.

**XXIV ARTICLE – Successor and Interim Trustees.** This Article provides that where some portion of this Trust is directed to be distributed to a minor successor or minor beneficiary under the age of twenty-one (21) the Board of Trustees of ***MaePaul Enterprises*** is instructed to appoint an Interim Trustee as Legal Guardian of all minor beneficiaries income, until same attains legal age and competency.

**XXV ARTICLE – Power to Amend Indenture.** This Article prohibits the Indenture and Contract of ***MaePaul Enterprises*** from alteration or amendment in any respect, with the exception to better carry out the purpose and intent thereof, or in order to conform to or comply with any principle at common law, provided however; that such amendment may not nullify nor void any provision expressed as being irrevocable.

**XXVI ARTICLE – Meetings.** This Article provides for regular meetings for the Board of Trustees of ***MaePaul Enterprises*** at stated intervals without notice.

**XXVII ARTICLE – The Protector.** This Article provides a broad definition of the term 'PROTECTOR' and defines the limited powers granted by the Board of Trustees of ***MaePaul Enterprises*** concerning solutions in the event of disagreement, deadlock or impasses among the Trustees.

**XXVIII ARTICLE – Restriction of Meetings.** This Article limits who shall have the right to request regular or special meetings for the Board of Trustees of ***MaePaul Enterprises***.

**XXIX ARTICLE – Disclosure of Documents.** This Article forbids the disclosure of documents, records, bank accounts and other written information dealing with the internal affairs or the operations of the Board of Trustees of ***MaePaul Enterprises***, without a majority determination of the Board.

**XXX ARTICLE – Duration and Termination.** This Article provides the Trust's existence to continue for a term of ninety-nine (99) years from the date of acknowledgment unless a majority vote of the Board of Trustees terminates the indenture prior. ***MaePaul Enterprises*** shall also be renewable, if approved by majority decision before its termination.

**XXXI ARTICLE – Renewal of Indenture.** This Article describes the process for the Board of Trustees of ***MaePaul Enterprises*** to renew the Indenture and Contract.

**XXXII ARTICLE – Certificates of Capital Units.** This Article contains the provisions for the conservation, preservation and management of the corpus/estate assets for the benefit of the Holders of Certificates of Capital Units (CCUs) for ***MaePaul Enterprises***. These beneficial certificates total one-hundred (100) units and are non-assessable, non-taxable and have an indeterminable value.

**XXXIII ARTICLE – Surrender and Transfer of Certificates.** This Article explains the process of surrendering and transferring all claims to divisible interests of the corpus/estate in the beneficial certificates (CCUs) of ***MaePaul Enterprises***.

**XXXIV ARTICLE – Distributions.** This Article describes the process of the Board of Trustees of ***MaePaul Enterprises*** discretion in determining if there is income distributable to the Holders of Capital Certificates.

**XXXV ARTICLE – Limitation of Beneficial Interest.** This Article permits the interests of each Beneficiary in the income or principal of ***MaePaul Enterprises*** to be free from the control or interference of any spouse or a married beneficiary or former spouse of a divorced beneficiary.



**XXXVI ARTICLE – Spendthrift Provision.** This Article is designed to discourage any beneficiary-(or the beneficiaries' creditors) from attempting to pledge, sell or transfer the beneficiary's interest in ***MaePaul Enterprises***.

**XXXVII ARTICLE – Construction of Language.** This Article provides that the reference to the masculine gender shall include the feminine and neuter and that the singular shall include the plural, as is necessary for proper grammatical construction.

**XXXVIII ARTICLE – Severance.** This Article provides that should any sentence, paragraph, clause, section or provision of the Indenture and Contract or of the Resolutions and Board Meetings for ***MaePaul Enterprises*** be held unlawful, unenforceable or invalid, it shall be severable and shall in no way affect any of the remaining provisions, which shall at all times be given full lawful force and effect.

**XXXIX ARTICLE – Privacy.** This Article re-confirms the provision found in **ARTICLE 29**, whereby no records shall be revealed at any time, without the written permission from the other party concerned and absolute proof provided the Board of Trustees for ***MaePaul Enterprises***.

**Acknowledgment and Declaration.** This is where the signatory for the CREATOR and signatory for the EXCHANGER (Parties /Affiants) affirm with signatures to the acceptance of the contract and indenture of ***MaePaul Enterprises***.

**Asseveration of Witnesses.** This is where the witnesses attest and declare with signatures in the presence of each other, to their witnessing at the signing by the parties to the contract and indenture of this Family Trust, ***MaePaul Enterprises***.

WE, the undersigned PARTIES/AFFIANTS, affirm that we have executed this instrument as a free and voluntary act and deed on the date/s shown below together with our signatures.

FURTHER AFFIANTS SAYETH NOT.

**FIRST PARTY/AFFIANTS:**

/s/ *Douglas P. Garlock* DATE 3-3-96  
Douglas P. Garlock, EXCHANGER. ALL RIGHTS RESERVED

/s/ *Betty M. Garlock* DATE 3-3-96  
Betty M. Garlock, EXCHANGER. ALL RIGHTS RESERVED

**ASSEVERATION OF WITNESSES**

I/We, the undersigned, hereby attest and declare that the following statement/s is/are the truth to the best of my/our knowledge and belief:

- (1) The foregoing instrument was personally signed by the above said "PARTIES"/"AFFILIANTS," in our presence, upon the date first above written, and thereupon I/we, at their request and in their presence, have hereunto subscribed our names as witnesses;
- (2) I/We did not sign the above signature/s of any said PARTY/AFFIANT for or at his/her direction;
- (3) I/We personally know each PARTY/AFFIANT and/or have examined identification of each PARTY/AFFIANT and believe him/her to be of sound mind and under no constraint, duress, fraud or undue influence;
- (4) I/We are not related to any said PARTY/AFFIANT by blood, marriage or adoption;
- (5) I/We are not entitled (to the best of our knowledge and belief) to any portion of the estate of any said PARTY/AFFIANT upon his/her death under any will or codicil of any said PARTY/AFFIANT or by operation of law;
- (6) I/We do not have any present or inchoate claim against any portion of the estate of any said PARTY/AFFIANT;
- (7) Neither of us is a person named as attorney-in-fact in this instrument; and
- (8) Both of us are at least 18 years of age.

/s/ Emily M Baldwin DATE 3-3-96  
Witness Signature

Emily M Baldwin  
Printed Name

Address: 5318-36<sup>th</sup> AVE Cir W<sup>th</sup> E7, Bradenton, FL 34209  
STREET APT. CITY STATE ZIP

/s/ T. Baldwin DATE 3-3-96  
Witness Signature

Thomas Baldwin  
Printed Name

Address: 5318 36<sup>th</sup> ave cir W<sup>th</sup> E7 Bradenton, FL 34209  
STREET APT. CITY STATE ZIP

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ST. CLAYTON JAIL  
DIVISION OF PROBATION