

017000000037

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

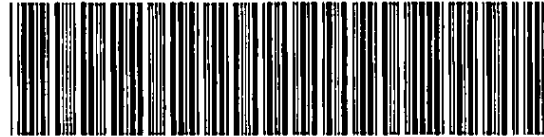
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500301592925

07/21/17--01020--007 **350.00

W17-60548

FILED
17 SEP 13 AM 11:02
ALABAMA

T. BURCH

SEP 14 2017

TRANSMITTAL LETTER

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

SUBJECT: Huls Family Land Trust

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

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: McGuire Realty, LLC

Name (Printed or typed)

8687 Larwin Lane O

Address

Orlando, FL 32817

City, State & Zip

407-694-1091

Daytime Telephone number



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 24, 2017

MCGUIRE REALTY, LLC
8687 LARWIN LANE O
ORLANDO, FL 32817

SUBJECT: HULS FAMILY LAND TRUST
Ref. Number: W17000060548

We have received your document for HULS FAMILY LAND TRUST and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

A copy of the trust must be attached to the Affidavit of file or qualify a trust. Two or more persons must be named in the trust as trustee.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Tim Burch
Regulatory Specialist III

Letter Number: 617A00014865

RECEIVED
17 SEP 13 PM 4:07
DIVISION OF CORPORATIONS
BUREAU OF COMMERCIAL
INFORMATION SERVICES

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

Huls Family Land Trust

A Escrow **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 Huls Family Land Trust, a

(Name of Trust)

Escrow Florida Trust hereby affirms in order to file or qualify

(State)

John N. Huls, in the State of Florida.

(Name of Trust)

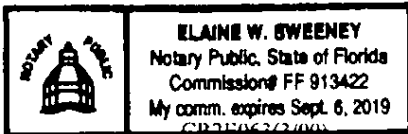
1. Two or more persons are named in the Trust.
2. The principal address is 2410 Colonel Ford Dr. Lakeland FL 33813
3. The registered agent and street address in the State of Florida is:
McGuire Realty, LLC
8687 Larwin Lane Orlando, FL 32817
4. Acceptance by the registered agent: Having been named as 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.

Jerry McGuire
(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.

Elaine W. Sweeney
NOTARY

John N. Huls, Chairman
Name: _____
Chairman of the Board of Trustees



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

FILED
17 SEP 13 4:11:02

AMENDMENT TO WARRANTY DEED TO TRUSTEE

INSTR: 20120234915 B: 10371 P: 5924

800 Gran Paseo Drive
Orlando, FL 32825-7825
Parcel ID 36-22-30-7435-00-990-8

I, JOHN N. HULS, assume my role as Successor Trustee as my mother, SUSANNE E. HULS has died, for the following property in the County of Orange, which property will be my separate Trust property in which to continue to maintain until sold:

Lot 99, RIO PINAR EAST, according to Plat Book 4, Page 146, of the Public Records of Orange County, Florida. Street Address: 800 Gran Paseo Drive, Orlando, FL 32825-7925. Property ID # 36-22-30-7435-00-990-8.

AMENDMENT TO CHANGES IN SUCCESSOR TRUSTEES: Page 2, Paragraph 3.

Notwithstanding anything herein contained to the contrary, in the event the Trustee shall die or become incapacitated or be unwilling or unable to act for any reason, the following in the order of their listing (able and willing to serve) is/are appointed SUCCESSOR TRUSTEES with the same powers and duties as the Original Trustee.

FIRST SUCCESSOR TRUSTEE: Paul C. Huls, 4303 Pembroke Ave., Orlando, FL 32826

SECOND SUCCESSOR TRUSTEE: Leslie A. Huls, 4303 Pembroke Ave., Orlando, FL 32826

IN WITNESS WHEREOF Grantor has set her hand and seal this 10 day of February 2017.

Signed, sealed & delivered in our presence:

WITNESS: (Signature)

WITNESS: (Signature)

John N. Huls

Accepted by Trustee - Document prepared

By

John N. Huls (7410 Colonel Ford Dr., Lakeland, FL 33813)

STATE OF FLORIDA:

County of Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in said State & County to take oaths and acknowledgments, personally appeared JOHN N. HULS who provided picture I.D. and was thus to me personally known to be the person described in and who executed the foregoing Amendment to Warranty Deed to Trustee and acknowledged before me under oath the execution of same in the presence of the two subscribing witnesses as her free and voluntary act.

WITNESS my hand and official seal in the County and State last aforesaid this 10th February, 2017.

NOTARY PUBLIC:

Camille Lall

Notary Public

State of Florida

My Commission Expires 11/03/2018
Commission No. FF 07006

DOCN 20170236074

04/28/2017 11:15:07 AM Page 1 of 3

Rec Fee: \$27.00

Phil Diamond, Comptroller

Orange County, FL

FB - Ret To: JOHN N HULS



LAND TRUST AGREEMENT

THIS LAND TRUST AGREEMENT, dated this 4 day of MAY, 2012 and known as the Huls Family Land Trust, certifies that Susanne E. Huls, Trustee, is about to take title to real estate, under the provisions of this DECLARATION OF TRUST and Florida Statute 689.071, in Orange County, Florida, which property is legally described as:

Lot 99, RIO PINAR EAST, according to the map or plat thereof recorded at Plat Book 4, Page 146, of the Public Records of Orange County, Florida. Parcel Identification Number: 36-22-30-7435-00-990-8.
Street Address: 800 Gm Paseo Drive, Orlando, Florida 32825-7925

When Trustee has taken title, including any other property whether real or personal, conveyed to Trustee, any such property and any monies, proceeds and profits which may result therefrom, will be held under the specific terms contained herein, in Trust, for the ultimate use and benefit of Susanne E. Huls, beneficiary; all according to the terms of this LAND TRUST AGREEMENT. Settlor-Grantor-Beneficiary reserves such interest in Title and possession as is necessary to continue her homestead status on this property. This reservation includes the right to possession of this property for so long as she desires or is capable of living on the property. It is the intent and purpose to comply with F.S. 196.831 for homestead rights. *Settlor will retain legal & beneficial title & possessory rights to this property while continuing to reside thereon in good faith claiming same as her permanent residence & homestead while holding title as Trustee.*

IT IS UNDERSTOOD & AGREED by and between Trustee and any person or persons who have or may become entitled to any interest under this Trust: that the interests of any beneficiary hereunder shall consist solely of a power of direction to deal with the titles to said properties and the right to receive or direct the disposition of the proceeds from the rentals and from the mortgages, sales or other disposition of said premises; such right in the avails of said properties shall be deemed to be personal property and may be treated, assigned and transferred as such; that in the case of the death of any beneficiary hereunder during the existence of this Trust, their right and interest shall, except as herein otherwise specifically provided, pass to their personal representative and not to their heirs-at-law; and that no beneficiary now has or shall hereafter at any time have, any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds, it being the intention of this instrument to vest the full legal and equitable title to said premises in the Trustee. The death of any beneficiary hereunder shall not terminate the Trust or in any manner affect the powers of Trustee hereunder. No assignments of interest hereunder by any beneficiary shall be binding on Trustee until the original of the assignment (in such form as Trustee may approve) is lodged with Trustee and Trustee's acceptance indicated thereon.

1. It shall not be the duty of the purchaser(s) of the Trust property or any party thereof to see to the application of the purchase money paid; nor shall anyone who may deal with the Trustees be privileged or required to inquire into the necessity or expediency of the provisions of this instrument.

2. This Trust Agreement shall not be recorded or filed in the County in which any Trust property is situated or elsewhere; but recording-filing of same shall not be considered notice of the rights of any person derogatory to the title or powers of Trustee.

3. While Trustee is the sole owner of the real estate held hereunder as far as the public is concerned, and has full power to deal with it, it is understood and agreed by the persons in interest and by any persons who may hereafter become interested, that Trustee will deal with the property when appropriate and when authorized to do so in writing, and then Trustee will make contracts or deeds for the property or any part when necessary, provided, however, that Trustee shall not be required to enter into any personal obligation or liability in dealing with said Trust property or to make or be liable for any damages, costs, expenses, fines or penalties, or to deal with the property so long as any money is due Trustee. Trustee shall have a lien on the property and its proceeds to the extent of any monies so due.

4. The beneficiary or beneficiaries shall have and retain (unless otherwise expressly provided in writing) the management, control, renting, handling, encumbering, or selling of the property or any part thereof; and only the beneficiary or authorized agents shall handle the rents or proceeds or the proceeds of any encumbrances, sales or other disposition of said property; and Trustee shall not be required to do anything in the management or control of said properties or in respect to insurance, litigation or otherwise, except on written direction of the beneficiaries and after the advance payment of all money necessary to carry out said instructions.

5. No beneficiary hereunder shall have any authority to contract for or in the name of Trustee, or use the name of Trustee in any advertising or other publicity, or to bind the Trustee personally.

6. If the Trust properties or any part thereof remains in the trust twenty (20) years from date, Trustee may deduct any monies due Trustee and/or file a claim of lien in the public records for any such charges and then shall convey, transfer, set over and deliver all properties to the beneficiary in accordance to all respective interests on file in Trustee's records.

7. Trustee, at any time, may resign by mailing a Notice of Resignation to each beneficiary at his or her address last known to Trustee. In the event of a resignation, a Successor Trustee may be appointed by person then entitled to direct Trustee as to the disposition of the trust property, by an instrument in writing containing the acceptance of any such successor; whereupon the resigning Trustee, after filing a Claim of Lien in the Public Records where the property is located for any outstanding charges due Trustee, shall convey the trust property to such successor trustee.

(a) In the event no Successor Trustee is appointed within thirty (30) days from date of resignation, the resigning Trustee may convey the trust property to the beneficiaries in accordance with their respective interests and this trust shall terminate. The former Trustee shall continue to have a lien on the trust properties for costs, expenses, (including reasonable attorney's fees) and for reasonable compensation incurred before final transfer of assets and trust properties and may apply any cash on hand to any outstanding balance due.

(b) Notwithstanding anything herein contained, the Trustee, at any time and without notice of any kind, may resign as to all or part of the trust properties if, in the opinion of Trustee, Trustee may be subjected to embarrassment, insecurity, liability, hazard or litigation.

(c) Every Successor Trustee or Trustee appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of any predecessor.

8. All obligations incurred by Trustee hereunder shall be the obligations of the Trust only and not the individual obligations of any Trustee.

LAND TRUST AGREEMENT

9. At any time and from time to time additional Real, Tangible, and Intangible Property, (including monies, stocks, bonds and other intangible properties) may be conveyed to any Trustee under this trust, and only when accepted in writing by such Trustee shall such property and the proceeds thereof be held, dealt with and disposed of under the terms of this Agreement in the same manner as the property above specifically described. The Trustee shall have all the powers specified herein as well as those set forth in the most current Florida Statutes as amended addressing Trustee's powers, to deal with all trust properties.

10. The Trustee and the beneficiary for the time being shall constitute the sole persons in interest under this agreement. Communications addressed by Trustee to the beneficiary at the last known address appearing of record shall be sufficient for all purposes. The Trustee may disclose the name or address of any beneficiary.

11. Notwithstanding anything herein contained to the contrary, in the event the Original Trustee shall resign, die, or become incapacitated, or be unwilling or unable to act for any reason, the following (able and willing to act) is/are appointed, **SUCCESSOR TRUSTEES** with the same powers and duties as the Original Trustee: my sons: Paul C. Huls and John N. Huls. Recording of Notice of Intention to Resign and Acceptance by Successor Trustees shall vest title in Successor Trustees with the same powers and duties as the Original Trustee. Recording shall be made in the County where the property held is located and all other provisions of the Trust shall remain in full force and effect.

12. The beneficiaries agree to indemnify and hold Trustee harmless from all legal fees, costs and expenses of any proceedings, including any action to enforce any provision of this Agreement or in any suit to collect any charges due.

13. Notwithstanding anything to the contrary herein contained, in the event a Successor Trustee, shall die or become incapacitated, or be unwilling or unable to act for any reason, any beneficiary then living or their personal representative(s) if deceased, may appoint a Trustee to carry out all the functions of a Trustee, with the same powers and duties of the original Trustee. Any beneficiary may name or be named Successor Trustee and if there is disagreement, then any such dispute will be submitted to a Court of competent jurisdiction. If there is no named successor, said instrument may be signed by the Personal Representative of the estate of a deceased beneficiary. If a successor Trustee is named herein, the personal representative of a deceased beneficiary shall have no right, title or interest in the trust property but only in the beneficial interest.

14. Acceptance by Successor Trustee(s) shall vest title in Successor Trustee(s) with the same powers and duties as the Original Trustee. Recording shall be made in the County where the property is located, and all other provisions of this Trust shall remain in full force and effect.

15. Notwithstanding anything to the contrary herein contained, so long as Settlor is alive and sui juris, Settlor may terminate this trust at any time and in that event all assets will be re-conveyed and re-titled as they were before being placed into this Trust. All assets will be and remain the separate trust property of Susanne E. Huls.

IN WITNESS WHEREOF, the undersigned executed this Declaration of Trust and Land Trust Agreement the day and year first above written, in order to signify acknowledgment and consent to the terms and conditions of this Agreement.

WITNESSES as to Settlor:

[Signature] *[Signature]*
(Sign & print name) Susanne E. Huls, Settlor
800 Gran Paseo Dr., Orlando, FL 32825-7925
[Signature]
(Sign & print name)

WITNESSES as to Trustee:

[Signature] *[Signature]*
(Sign & print name) Accepted by "Trustee"
Susanne E. Huls, Trustee
800 Gran Paseo Dr., Orlando, FL 32825-7925
[Signature]
(Sign & print name)

STATE OF FLORIDA:

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in said State and County to take oaths and acknowledgments, personally appeared Susanne E. Huls, personally known to me to be the person described in or who provided picture identifications and who executed the foregoing Land Trust Agreement and acknowledged before me under oath the execution as done freely and voluntarily of her own accord in the presence of the two subscribing witnesses.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of MAY 2012.

NOTARY SEAL



NOTARY PUBLIC:

My commission expires: MARCH 2, 2018
My commission number: EE 174935

Instrument Prepared By:
Terrence J. McGuire, Esq.
Law Firm of Terrence McGuire, PA
8687 Larwin Lane
Orlando, Florida 32817
407-694-1091

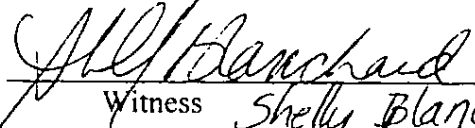
NON- ACCEPTANCE OF SUCCESSOR TRUSTEE APPOINTMENT
BY PAUL C. HULS

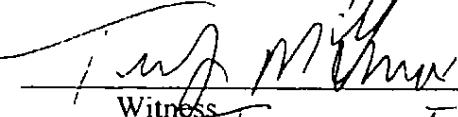
My name is Paul C. Huls and my address is 4303 Pembridge Ave, Orlando, Florida 32826. On May 4, 2012, my mother, Susanne E. Huls, executed a Land Trust Agreement and a Quit-Claim Deed to Trustee whereby she transferred her individual ownership interest in the real property located at 800 Gran Paseo Dr. Orlando, Florida 32825-7925 to Susanne E. Huls, as Trustee of the Huls Land Trust. The Land Trust Agreement was recorded as Instrument #20170236074 of the Orange County, Florida Public Records and the Quit-Claim Deed was recorded in Official Records Book 10371, Page 5924 of the Orange County, Florida Public Records. Both instruments provided that upon my mother, Susanne E. Huls' death, my brother, John N. Huls and I would act as Successor Trustees upon recording of a written Acceptance. My brother John N. Huls has recorded his Acceptance, said recording being identified as Instrument #2017236074 in the Orange County, Florida Public Records.

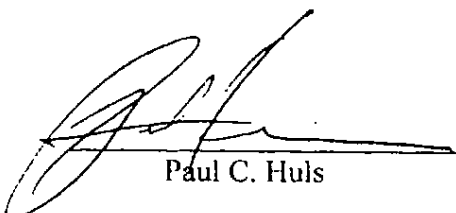
I, Paul C. Huls, hereby decline to accept appointment as Co-Successor Trustee of the Huls Land Trust, and hereby consent to my brother, John N. Huls, acting as Sole Successor Trustee.

Dated this 16 day of June, 2017.

Signed, sealed and delivered in the presence of:


Witness Shelly Blanchard


Witness Terrence J. McGuire


Paul C. Huls

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16 day of June 2017 by Paul C. Huls, who is personally known to me.

NOTARY PUBLIC

Sign: Nancy C McGuire
Print: Nancy C McGuire
State of Florida at Large
My Commission Expires: 3/10/18
Commission No. FF093572

(SEAL)



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17 SEP 13 AM 11:02
NOTARY PUBLIC