

IN: ESTATE: 54492 REC: ~~10.00~~ ^{52.50}

Prepared by: Margie Casese
Estate Title of St. Augustine
71 Carrera St.
St. Augustine, FL 32084

AFFIDAVIT

WE, **ROBERT L. MCCORMICK AND MELANIE M. RUFFIN**, CO-SUCCESSOR TRUSTEES OF THAT CERTAIN TRUST KNOWN AS **THE ROSEMARY L. MCCORMICK LIVING TRUST UAD 12/18/03**

HEREBY CERTIFY AND AFFIRM:

- 1) THE NAME OF THE TRUST IS: **THE ROSEMARY L. MCCORMICK LIVING TRUST UAD 12/18/03**
- 2) THE UNDERSIGNED ARE/IS THE CO-SUCCESSOR TRUSTEE(S).
- 3) THERE HAVE BEEN NO AMENDMENTS, CHANGES OR REVOCATIONS OF SAID TRUST.
- 4) SAID TRUST IS IN FULL FORCE AND EFFECT, HAS NOT BEEN REVOKED OR AMENDED EXCEPT AS STATED AND WE/I HAVE FULL AUTHORITY TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE A TRANSACTION INVOLVING REAL PROPERTY KNOWN AS:

LOTS 1, 2, 3 AND 4, BLOCK 44-A, CITY OF ST. AUGUSTINE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

I/WE MAKE THIS AFFIDAVIT IN ORDER TO INDUCE TO INDUCE **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** .AND ESTATE TITLE OF ST. AUGUSTINE, INC. TO ISSUE A TITLE INSURANCE POLICY INSURING SAID TRANSACTION WITHOUT EXCEPTION TO ANY MATTERS INVOLVING SAID TRUST.

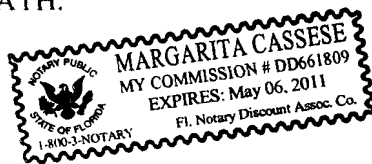
FURTHER I/WE SAY NOT.

Robert L. McCormick
ROBERT L. MCCORMICK

Melanie M. Ruffin
MELANIE M. RUFFIN

STATE OF FLORIDA
COUNTY OF ST. JOHNS

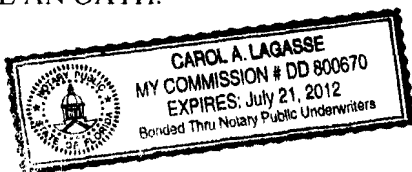
SWORN TO A SUBSCRIBED BEFORE ME THIS 29th DAY OF OCTOBER, 2010 BY MELANIE M. RUFFIN WHO PRODUCED DRIVER'S LICENSE FOR IDENTIFICATION AND DID TAKE AN OATH.



Margarta Casese
NOTARY PUBLIC
STATE AND COUNTY AFORESAID

STATE OF FLORIDA
COUNTY OF ST. JOHNS

SWORN TO A SUBSCRIBED BEFORE ME THIS 19 DAY OF NOVEMBER, 2010 BY ROBERT L. MCCORMICK WHO PRODUCED DRIVER'S LICENSE FOR IDENTIFICATION AND DID TAKE AN OATH.



Carol A. Lagasse
NOTARY PUBLIC
STATE AND COUNTY AFORESAID

TRUST AGREEMENT

TRUST AGREEMENT, made on the 18 day of December, 2003 between **ROSEMARY L. McCORMICK** of St. Johns County, Florida, the Grantor, who will be referred to in the first person, and **ROSEMARY L. McCORMICK**, trustee, who will be referred to, along with **ROBERT L. McCORMICK** and **MELANIE M. RUFFIN** co-successors, as the trustees.

Article I: Name of Trust

I transfer to the trustees the property described in the schedule attached as "Schedule A," upon the terms and conditions set forth in this Agreement. With the consent of the trustees, additional property may be transferred from time to time to this trust estate by me or by any other person, and such property shall be held and disposed of on the same terms and conditions as the property originally transferred. This trust shall be known as the **ROSEMARY L. McCORMICK LIVING TRUST**.

ARTICLE II: Dispositive Provisions During My Life

During my lifetime, the trustees shall pay to me or for my benefit as much of the net income or principal of the trust estate as I may request. In addition, I shall be entitled to full use and possession of any non-income producing real estate owned by the trust, specifically including my residence. In the event of my incapacity, my trustees shall distribute for my benefit as much of the net income or principal of the trust estate as may be necessary to ensure my health and support.

My incapacity, that as term is to be used in this Agreement, shall be deemed to have occurred if any successor trustee receives written proof that:

(i) my personal physician has determined that, for any cause, I am unable to care properly for myself or for my property, or

(ii) I have been adjudicated incapacitated or incapable of managing my financial affairs by a judge of a circuit court of the State of Florida or by a court of competent jurisdiction in the state in which I then reside.

ARTICLE III: Payment of Taxes and Expenses After Death

Upon and after my death, and, assuming no estate of mine is probated, my trustees shall prepare and file or cause to be prepared and filed, the federal estate tax return and such other tax returns as may be necessary, and they shall pay such taxes as may be due and payable upon my taxable estate, together with all of my just debts and funeral expenses. In the event it is necessary to probate my estate, my trustees shall pay and distribute from the trust estate to the personal representatives of my estate, as promptly as is convenient, upon the written request or certificate of the personal representatives, such sum or sums as may be required by the personal representatives with which to pay debts, funeral expenses, administration expenses, and estate or inheritance taxes due and payable by my estate.

ARTICLE IV: Dispositive Provisions After Death

As soon after my death as is reasonably practicable, but after payment of or provision for taxes, debts, and expenses as provided in Article III, the remaining trust estate shall be

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divided and distributed outright and free from further trust to **ROBERT L. McCORMICK and MELANIE M. RUFFIN**, my children, in equal shares. In the event any of my children should predecease me, his or her share shall be divided and distributed among his or her lineal descendants who survive me, in equal shares per stirpes, or, if none, among my lineal descendants who survive me, in equal shares per stirpes.

If any beneficiary entitled to a final distribution of my trust estate has not attained age 25, (his)(her) share shall vest but shall be held for (his)(her) benefit until (he)(she) attains age 25 or sooner dies, at which time final distribution shall be made to (him)(her) or (his)(her) estate; and, in the meantime, my trustees shall pay such sums to such persons at such times as deemed necessary or advisable for (his)(her) health, education, or support. Any net income accumulated shall be added to the principal.

ARTICLE V: Powers of Trustees

In the administration of any trust established hereunder, my trustees shall have the following powers:

(a) To retain any property I may contribute to this trust, either during my life or at my death, or to sell, exchange, or otherwise dispose of any such property, at public or private sale, without application to court, on any terms, including the extension of credit, which they deem advisable.

(b) To acquire, by purchase or otherwise, any property, real or personal, without being limited by any provision of law which restricts investments by fiduciaries and without regard to any principles of diversification, including, but not limited to, common and preferred stocks, bonds, mutual funds, common trust funds, secured and unsecured obligations, and mortgages; or to sell, exchange, or otherwise dispose of any such property, at public or private sale, without application to court, on any terms, including the extension of credit, which they deem advisable.

(c) To acquire and pay for, exercise, or sell any options or subscription rights in connection with securities or any other property.

(d) To hold securities in the names of nominees or in bearer form.

(e) To operate, repair, alter, improve, insure, grant options upon, mortgage, partition, or lease for any period of time any real property or interest in real property held by them.

(f) To retain and pay, as an expense of administration, accountants, attorneys, investment advisors, and other assistants, and to delegate discretionary investment management authority to such individuals, the delegation to be exercised consistent with the spirit of this trust agreement.

(g) To borrow money from any source and for any purpose, including but not limited to the payment of taxes, and to pledge or mortgage any assets held by them as security for money borrowed.

(h) To make distributions from any trust created hereunder in cash or in kind, or partly in each, and to allocate property other than ratably.

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(i) To hold property of separate trusts in common investments for the convenience of investment or administration.

(j) To enter such contracts or agreements or to compromise or settle any debts, claims, or controversies as they deem necessary or advisable.

(k) To vote personally or by proxy any share of stock held by them.

My trustees may act freely under all of the powers given to them after forming their judgment based upon all the circumstances as to the wisest and best course to pursue, without the necessity of obtaining the consent or approval of any interested person or any court, and notwithstanding that they may be interested in connection with the same matters in other capacities.

The powers granted to the trustees shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law and shall include all powers necessary to carry the same into effect.

ARTICLE VI: Disabled Beneficiaries

Whenever any asset of the trust established under this Agreement is required to be paid to a minor, to a person under legal disability, or to a person not adjudicated incapacitated but who, by reason of illness or mental or physical disability, is unable, in the opinion of my trustees, to properly administer such property, then payment thereof may be made in any one or more of the following methods:

(a) Directly to such beneficiary;

(b) To the legally appointed guardian of the person or guardian of the property of such beneficiary;

(c) To some near relative of such beneficiary, to be applied for the benefit of such beneficiary;

(d) Directly for the benefit of such beneficiary; or

(e) To a custodian for a minor beneficiary under the Florida Uniform Transfers to Minors Act.

ARTICLE VII: Spendthrift Clause

I direct that none of the assets or income of the trust established in this Agreement shall be subject to or liable for any of the debts, contracts, engagements, or taxes of any of the beneficiaries under this trust; that the same shall not be liable to execution, attachment, or any other legal process whatsoever at the suit of any creditor or otherwise; that the same shall not be subject to assignment, transfer, or anticipation; but all payments of principal and income as provided in this document shall be made by my trustees to the beneficiaries designated in accordance with the provisions of this Agreement.

ARTICLE VIII: Simultaneous Death Clause

Notwithstanding anything in this Agreement to the contrary, if any beneficiary and I die under any circumstances where there is insufficient evidence to prove which of us died first or insufficient evidence to prove that we died otherwise than simultaneously, for purposes of this trust, such beneficiary shall be deemed to have predeceased me.

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ARTICLE IX: Principal and Income Determinations

Upon the death of any income beneficiary of a trust created in this document, including myself, any accrued but unpaid income shall be distributed as income to the next succeeding beneficiary. Otherwise, in determining whether receipts and disbursements are to be allocated to principal or income, the trustees shall be governed by the principal and income law of Florida, as it may have been amended at the time of determination.

ARTICLE X: Revocability

I retain the following rights and powers:

(a) The right to revoke this Agreement and the trusts created in it, by writing delivered to the trustees;

(b) The right to revoke this Agreement and the trusts created in it with respect to any funds, securities, or other property held by the trustees and to require the same to be paid over, assigned, and delivered to me, free from trust, by writing delivered to the trustees;

(c) The right and power to amend, change, and supplement this Agreement by written agreement between me and the trustees, executed in like manner as this Trust Agreement; and

(d) The right and power to remove any trustee serving under this Agreement, without cause, upon writing signed by me and delivered to the trustee and to appoint a successor trustee.

ARTICLE XI: Trustees

Upon the death or incapacity (as defined in Article II) of me or any successor to me, or in the event that I or any successor to me resigns or fails or ceases to serve as trustee for any other reason, **ROBERT L. MCCORMICK and MELANIE M. RUFFIN** shall serve automatically as co-successor trustees.

Any corporate trustee shall be entitled to reasonable compensation for its services as trustee, in accordance with its published schedule of fees in effect at the time such compensation is paid.

Any successor trustee shall serve with all the powers, discretions, and immunities granted in this document to my trustees, have no duty to investigate or inquire into the acts of a former trustee, and have no liability for acts or omissions of a former trustee.

ARTICLE XII: Miscellaneous

(a) This Trust Agreement is a Florida contract, and it shall be construed according to and be governed by the laws of the State of Florida.

(b) The headings used herein are intended solely for use as reference and are not intended to be a part of this agreement.

(c) Where necessary or appropriate to the meaning in this agreement, the singular and plural are interchangeable, and words of any gender include all genders.

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IN WITNESS WHEREOF, the trustee and I have duly executed this Trust Agreement the day and year first written on the first paragraph of this document.

Rosemary L. McCormick
ROSEMARY L. McCORMICK
GRANTOR

Rosemary L. McCormick
ROSEMARY L. McCORMICK
TRUSTEE

The foregoing was published, declared, and signed willingly by ROSEMARY L. McCORMICK, in our presence, as and to be her Trust Agreement, and we, at her request, in her presence, and in the presence of each other, hereby subscribe as attesting witnesses.

Joseph L. Boles, Jr.
JOSEPH L. BOLES, JR.

of St. Augustine, Florida

Kristi Robertson
KRISTI ROBERTSON

of St. Augustine, Florida

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18 day of Dec. 2009, by ROSEMARY L. McCORMICK, as grantor and trustee, who identified this document as her Trust Agreement and signed it willingly.



Kristi Robertson
KRISTI ROBERTSON
NOTARY PUBLIC State of Florida
My commission expires 10/28/06

____ Personally Known
____ Produced Identification
____ Identification Produced _____

This instrument prepared by:
JOSEPH L. BOLES, JR., ESQUIRE
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rlm1.03v