

GLADYS OLCOTT

TO

THOMAS D. TRAINER

JOAN E. TRAINES

WARRANTY DEED

Know All Men by these Presents, that

I, GLADYS OLCOTT

of South Burlington _____ in the County of Chittenden _____ and state of Vermont _____ Grantor,
in the consideration of -----TEN AND MORE----- Dollars paid to my full satisfaction by
THOMAS D. TRAINER AND JOAN F. TRAINER

of South Burlington, in the County of Chittenden and State of Vermont. Grantee S, by these presents do freely Give, Grant, Sell, Convey and Confirm unto the said Grantee S. THOMAS D. TRAINER AND JOAN F. TRAINER, husband and wife as tenants by the entirety and their successors or heirs and assigns forever, a certain piece of land in South Burlington, in the County of Chittenden and State of Vermont, described as follows, viz.:

A lot of land on the westerly side of South Street with dwelling house thereon being known and designated as No. 97 on said street. Said lot of land is Lot No. 112 as shown on a plan of Prospect Park recorded in Vol. 11, at Page 238 of the Town of South Burlington Land Records.

Said lot has a frontage on South Street of 104.66 feet, a northerly line of 196.09 feet, a southerly line of 187.98 feet and a westerly line, in two segments of 110.25 feet.

Being all and the same lands and premises conveyed to the within Grantor (under name of Gladys Olecott Berkovits) by Warranty deed of Constantine A. Spiropoulos and Cordelia Spiropoulos dated December 5, 1957, recorded in Vol. 444 at Page 276 of the South Burlington Land Records.

Said land is subject to a right-of-way for electric lines along the southerly side thereof, owned by Green Mountain Power Corporation, and to a right-of-way for other utilities and to restrictive covenants and agreements, more particularly described in the aforesaid deed.

Reference is made to said deed and plan and to the records thereof and to the deeds and records therein referred to in aid of this description.

There is included in this conveyance the following personal property located at said premises: All draperies, wall-to-wall carpeting, washing machine, refrigerator, window screens and storm sashes, electric door opener for garage and fire screen.

To Have and to Hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee THOMAS D. TRAINER
AND JOAN F. TRAINER, husband and wife as tenants by the entirety and their successors or
their own use and behoof forever. And I the said Grantor GLADYS DLOTT heir/~~and~~ assigns, to
for myself and my heirs, executors, and administrators do covenant with the said Grantee THOMAS D. TRAINER AND JOAN
F. TRAINER, and their successors or heir/~~and~~ assigns, that until the entering of
these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free from
every encumbrance; except as hereinbefore stated.
I
hereby engage to Warrant and Defend the same against all lawful claims whatever, except as hereinbefore stated.

In Witness Whereof, I hereunto set my hand and seal this 12th day of June A. D. 1967.

IN PRESENCE OF

Paul D. Sheehy

C. B. Newton

Cladys Olcott (Seal) I. S.

—L.S.

_____, L. S.

L. S.

STATE OF VERMONT

CHITTENDEN COUNTY, N. Y.

At Burlington this 12th day of June A. D. 1967 GLADYS OLCOTT

personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.
Before me, Paul D. Shenkay Notary Public.

I hereby certify that U. S. Revenue Stamps to the amount of \$41.25, were affixed to the foregoing instrument and were duly cancelled.

Received for Record June 14, 1967, at 11:30 o'clock A. M. and recorded.

46 Queen City Printers Inc., Burlington, Vt.

Attest: Helen S. Pagnan Town Clerk.

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Page 106

CITY CLERK'S OFFICE 30
Received Aug 6 1993 at 10 A M
Recorded in Vol. 378 on page 106-108
Of So. Burlington Land Records
Attest: Margaret A. Picard

DEED

Margaret A. Picard, City Clerk

KNOW ALL MEN BY THESE PRESENTS, That THOMAS D. TRAINER and JOAN F. TRAINER, of Burlington, County of Chittenden and State of Vermont (the "Grantors"), for Ten Dollars and other valuable consideration received, receipt of which is hereby acknowledged, do hereby GIVE, GRANT, SELL, CONVEY and CONFIRM unto JOAN F. TRAINER and THOMAS D. TRAINER, Trustees of the Joan F. Trainer Family Trust dated August 3, 1993 (the "Trustees") and their successors and assigns forever, certain lands, with any improvements thereon and appurtenances thereto, in the City of South Burlington, County of Chittenden and State of Vermont (hereinafter called the "Premises") and described as follows:

A lot of land on the westerly side of South Street with dwelling house thereon being known and designated as No. 97 on said street. Said lot of land is Lot No. 112 as shown on a plan of Prospect Park recorded in Volume 11, at Page 238 of the City of South Burlington Land Records. Said lot has a frontage on South Street of 104.66 feet, a northerly line of 196.09 feet, a southerly line of 187.98 feet and a westerly line, in two segments of 110.25 feet.

Being all and the same land and premises conveyed to Grantors by Warranty Deed of Gladys Olcott dated June 12, 1967 and recorded in Volume 85 at Page 285 of the South Burlington Land Records.

The premises conveyed are subject to and with the benefit of all easements, reservations, restrictions and rights of way of record which are enforceable in an action of law on the date hereof, not meaning by such language to re-instate any such matters which have been heretofore barred by the Marketable Title Act as in effect in the State of Vermont.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein contained, in further aid of this description.

TO HAVE AND TO HOLD said granted Premises to the Trustees, in fee simple, with the appurtenances thereunto belonging upon the trusts and for the uses and purposes set forth herein and in said Trust Agreement.

The Grantors hereby affirm and supplement the terms of and the powers granted the Trustees in the Trust Agreement referred to above as follows:

1. Full power and authority is hereby granted to the Trustees to protect and conserve the Premises; to sell, contract to sell and grant options to purchase the Premises and any

right, title or interest therein on any terms; to exchange the Premises or any part thereof for any other real or personal property upon any terms; to convey the Premises, or any part thereof, by deed or other conveyance to any grantee, for full or nominal consideration; to mortgage, pledge, or otherwise encumber the Premises or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Premises 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 Premises or any part thereof.

2. The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Premises. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Premises, as such, but only in the earnings, avails and proceeds thereof.

No party dealing with the Trustees in relation to the Premises in any manner whatsoever, and (without limiting the foregoing) no party to whom the Premises or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased, or mortgaged by the Trustees, shall be: (a) obliged to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Premises, or to see that there is compliance with the terms of said Trust Agreement; or, (b) privileged to inquire into the authority, necessity or expediency of any act of the Trustees, or into any of the terms of said Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustees in relation to the Premises shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder: (w) that at the time of the delivery thereof the Trust Agreement was in full force and effect, (x) that such instrument was executed in accordance with the trusts, terms and conditions hereof and the Trust Agreement and is binding upon all beneficiaries thereunder, (y) that the Trustees are duly authorized and empowered to execute and deliver every such instrument, and (z) 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 the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

The Trustees shall have no individual liability or obligation whatsoever arising from their ownership, as trustees, of the legal title to the Premises or with respect to any act done or contract entered into or indebtedness incurred by them in dealing with the Premises, or in otherwise acting as such trustees, except only so far as the Premises and any trust funds in the actual possession of the Trustees shall be applicable to the payment and discharge thereof.

Except as hereinabove noted, the Grantors covenant that they have the right to convey the Premises to the Trustees in the manner aforesaid, that the Trustees shall have quiet possession of the Premises, free from all encumbrances, except as aforesaid, and that Grantors will execute such further assurances as may be requisite. Grantors hereby assign to the Trustees all rights, warranties, actions and causes of action thereunder held by Grantors with respect to the Premises.

IN WITNESS WHEREOF, Grantors have hereunto caused this instrument to be signed, this 3rd day of August, 1993.

IN PRESENCE OF:

Christina Cadunight
William F. Pratt

Thomas D. Trainer
THOMAS D. TRAINER

Christina Cadunight
William F. Pratt

Joan F. Trainer
JOAN F. TRAINER

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in said County and State, this 3rd day of August, 1993, personally appeared THOMAS D. TRAINER and JOAN F. TRAINER, and they acknowledged this instrument, by them signed, to be their free act and deed.

<<TRAITDB.SAV>>

Before me, Christina Cadunight

Notary Public

Vermont Property Transfer Tax
32 V. S. A. Chap. 231

- ACKNOWLEDGEMENT -
RETURN RECD - TAX PND - BOND OF HEATH CERT. RECD.
VT. LAND USE & DEVELOPMENT PLANS ACT. CERT. RECD.

Return No.

Margaret A. Pratt, Clerk
Date Aug 6 1993

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END OF DOCUMENT