

This Document prepared by:

Return recorded deed & send tax
notices to:

James J. Robinson
1129 Noble Street
Anniston, Alabama 36201
Telephone: (256) 741-1530

Kurt A. Senn
1970 Southwood Road
Birmingham, Alabama 35216
Telephone: (205) 978-9229

STATE OF ALABAMA

COUNTY OF SHELBY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT for and in consideration of the sum of Seventy-Five Thousand and No/100 Dollars (\$75,000.00), in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor trustee (the "Trustee") under the Directed Trust Agreement dated April 7, 2005 (the "Trust Agreement") between Burr & Forman LLP and the Trustee, for the benefit of the "Participates" as therein defined, and the undersigned, JAMES J. ROBINSON, a married man and one of said Participates (together with the Trustee, herein referred to as the "Grantors"), do by these presents grant, bargain, sell and convey unto KURT A. SENN and spouse, ASHLEY T. SENN (hereinafter referred to as the "Grantees") for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, that certain parcel of real estate and appurtenant easements situated in Shelby County, Alabama, all as more particularly described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Property"); provided, however, that this conveyance of the Property from Grantor to Grantees is expressly made subject to those matters more particularly set forth in Exhibit "B" attached hereto and made a part hereof (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property unto the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, subject, however, to the Permitted Encumbrances.

AND Grantors do for themselves, their respective successors, assigns and heirs, covenant with Grantees and their heirs and assigns, that Grantors are lawfully seized with fee simple title to the Property; that the Property is free from all liens or encumbrances other than the Permitted Encumbrances; that Grantors have a good right to sell and convey the Property to Grantees as

aforesaid; and that Grantors will, and the respective successors, assigns and heirs of Grantors shall, forever warrant and defend the fee simple title with respect to the Property unto the said Grantees, and the heirs and assigns of Grantees, against the lawful claims and demands of all persons whomsoever.

Grantors represent and warrant that on July 24, 1981 the Property was conveyed by George T. Bentley and wife, Sara C. Bentley, as grantors, to Birmingham Trust National Bank as Trustee for Thomas, Taliaferro, Forman, Burr & Murray, Self-Employed Retirement Plan – Individually Managed Account of James J. Robinson, under Agreement dated December 31, 1981, as grantee, pursuant to a Warranty Deed recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 341, Page 472. The Trust Agreement defined in the first paragraph hereof, established a trust that is the successor to the trust created by the aforementioned Agreement dated December 31, 1981 under which Birmingham Trust National Bank was trustee; Burr & Forman LLP is the successor to Thomas, Taliaferro, Forman, Burr & Murray; the undersigned, James J. Robinson, whose individual account was managed under the aforementioned Agreement dated December 31, 1981, is one of the Participates and beneficiaries under the Trust Agreement defined in the first paragraph hereof, and he is one of the Grantors hereunder; and undersigned Trustee, Wells Fargo Bank, National Association, is the successor trustee of the trust originally created pursuant to the aforementioned Agreement dated December 31, 1981.

James J. Robinson hereby represents and warrants that the Property is not his homestead and is not the homestead of his spouse.

Anything to the contrary notwithstanding, Wells Fargo Bank, National Association, has executed and delivered this deed solely in its capacity as Trustee, and the said Wells Fargo Bank, National Association shall have no personal or individual liability for any of the representations and warranties made hereunder.

20121114000436120 2/7 \$105.00
Shelby Cnty Judge of Probate, AL
11/14/2012 08:18:57 AM FILED/CERT

IN WITNESS WHEREOF, Wells Fargo Bank, National Association, as successor trustee under the Trust Agreement, has caused this Warranty Deed to be properly executed and delivered by Mark Swindal, its Senior Vice President, who is duly authorized thereunto, and James J. Robinson has hereunto set his hand and seal, all as of this 22 day of October 2012.

GRANTORS:

Wells Fargo Bank, National Association, as successor trustee (the "Trustee") under Directed Trust Agreement dated April 7, 2005 between Burr & Forman LLP and the Trustee, for the benefit of the "Participates" as therein defined, one of said Participates being the undersigned, James J. Robinson

By:

Mark Swindal
Mark Swindal, Senior Vice President

James J. Robinson
James J. Robinson, Individually and as a Participate under the Trust Agreement

STATE OF ALABAMA

COUNTY OF Tefferson

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Mark Swindal, whose name as Senior Vice President of Wells Fargo, National Association, a national banking association, as successor trustee (the "Trustee") under the Directed Trust Agreement dated April 7, 2005 between Burr & Forman LLP and the Trustee, is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Warranty Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said national banking association, acting in its capacity as successor trustee as foresaid, on the day the same bears date.

Given under my hand and official seal, this 22 day of Oct 2012

[Signature]
NOTARY PUBLIC

My Commission Expires: Oct Aug 17, 2014

[SEAL]

STATE OF ALABAMA

COUNTY OF Calhoun

I, the undersigned Notary Public in and for said County, in said State, hereby certify that James J. Robinson, whose name is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Warranty Deed, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24th day of October 2012.

Ramon A. Baker
NOTARY PUBLIC
My Commission Expires Sept 8, 2013
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 8, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITER

[SEAL]



20121114000436120 4/7 \$105.00
Shelby Cnty Judge of Probate, AL
11/14/2012 08:18:57 AM FILED/CERT

EXHIBIT "A"
(Property Description)

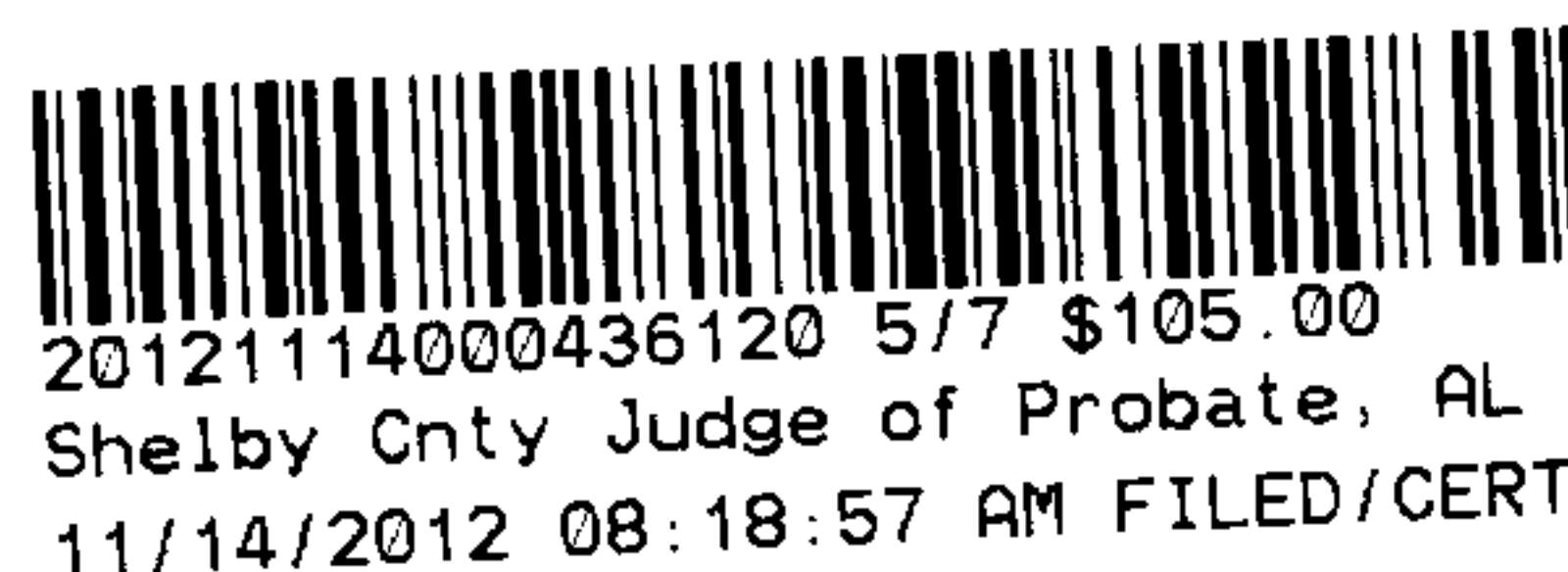
Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 1, Township 22 South, Range 1 East; thence run in an easterly direction along the North boundary of said $\frac{1}{4}$ $\frac{1}{4}$ for a distance of 238.65 feet; thence turn an angle of 114 degrees 21 minutes 14 seconds right and run 191.56 feet to the point of beginning of the parcel of land herein described; thence continue in the same direction for 115.00 feet; thence turn 86 degrees 14 minutes 34 seconds left and run 504.57 feet; thence turn 97 degrees 57 minutes 36 seconds left and run 135.00 feet; thence turn 31 degrees 25 minutes 48 seconds left and run 16.52 feet to a point; thence turn 54 degrees 22 minutes 02 seconds left and run 483.97 feet to the point of beginning. Said parcel of land is lying in the Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$, Section 1, Township 22 South, Range 1 East. Excepted from said parcel is any and all portions of lands that lie below the datum plane of 397 feet above mean sea level as established by the USC&G Survey. Said parcel is also subject to a flood right up to the datum place of 398 feet above M.S.L. Said parcel is also subject to 30.0 datum plane of 398 feet above M.S.L. Said parcel is also subject to a 30.0 feet wide private road, etc., easement parallel to the Northwest boundary line.

EXHIBIT "B"
(Permitted Encumbrances)

1. Taxes for the year 2013 and all subsequent years.
2. Easements and exceptions described above in Exhibit "A".
3. Any mining or mineral rights leased, granted or retained by current or prior owners.
4. Restrictions appearing of record in Deed Book 340, Page 801.
5. Right of way in favor of South Central Bell Telephone Co. by instrument recorded in Deed Book 347, Page 909.
6. Rights acquired by Alabama Power Co. recorded in Lis Pendens Book 4, Page 299 and Deed Book 253, Page 120.
7. Rights of others to use South River Road and easement therefor.
8. Riparian and other rights created by the fact that the subject property fronts on Lay Lake.
9. Any adverse claim based on the assumption that (1) said land or any part thereof is now or at any time has been below the ordinary high water mark of Lay Lake; (2) some portion of the land has been created by artificial means or has accreted to such artificially created portion; or (3) some portion of the land has attached to the land by an avulsive movement of Lay Lake.
- 10.

ALL RECORDING REFERENCES ARE TO THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

T-90100-WF



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantors' Names & Mailing Address:

Wells Fargo Bank, as Trustee &

James J. Robinson

c/o James J. Robinson

1129 Noble St.

Anniston, AL 36201

Grantees' Names & Mailing Address:

Kurt A. & Ashley T. Senn.

1970 Southwood Rd.

Birmingham, AL 35216

Property address: Vacant parcel on
South River Rd., Shelby, AL 35143
Described in Exhibit A attached hereto

Date of Sale: October 22, 2012

Total purchase price: **\$75,000**

The purchase price claimed on this form can be verified in the following documentary evidence:

- Sales Contract
- Closing Statement

Responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Dated October 22, 2012

Verified by Grantor:



James J. Robinson

Form RT-1



20121114000436120 6/7 \$105.00
Shelby Cnty Judge of Probate, AL
11/14/2012 08:18:57 AM FILED/CERT

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(Property Description)

Commence at the Northwest corner of the Southeast ¼ of the Southeast ¼, Section 1, Township 22 South, Range 1 East; thence run in an easterly direction along the North boundary of said ¼ ¼ for a distance of 238.65 feet; thence turn an angle of 114 degrees 21 minutes 14 seconds right and run 191.56 feet to the point of beginning of the parcel of land herein described; thence continue in the same direction for 115.00 feet; thence turn 86 degrees 14 minutes 34 seconds left and run 504.57 feet; thence turn 97 degrees 57 minutes 36 seconds left and run 135.00 feet; thence turn 31 degrees 25 minutes 48 seconds left and run 16.52 feet to a point; thence turn 54 degrees 22 minutes 02 seconds left and run 483.97 feet to the point of beginning. Said parcel of land is lying in the Southeast ¼ of Southeast ¼, Section 1, Township 22 South, Range 1 East. Excepted from said parcel is any and all portions of lands that lie below the datum plane of 397 feet above mean sea level as established by the USC&G Survey. Said parcel is also subject to a flood right up to the datum place of 398 feet above M.S.L. Said parcel is also subject to 30.0 datum plane of 398 feet above M.S.L. Said parcel is also subject to a 30.0 feet wide private road, etc., easement parallel to the Northwest boundary line.

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T-90100-WF

Shelby County, AL 11/14/2012
State of Alabama
Deed Tax: \$75.00

