



20130827000350390 1/13 \$709.50  
Shelby Cnty Judge of Probate, AL  
08/27/2013 12:35:49 PM FILED/CERT

## WARRANTY DEED

THIS WARRANTY DEED made on September 1, 2009 by:

GRANTOR(S):  
Ralph Mitchell  
a/k/a Ralph Mitchell, Jr.

Whose physical address is:  
1130 County Road 467  
Vincent, Alabama 35178  
(hereinafter referred to as Grantors);

**AND**

GRANTEES:  
RALPH MITCHELL and RENEE M. MITCHELL, Trustees or their successors in trust under the  
MITCHELL LIVING TRUST dated September 1, 2009

Whose physical address is:  
1130 County Road 467  
Vincent, Alabama 35178  
(hereinafter referred to as Grantees).

WITNESSETH: That the Grantors, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantees, the following described land situated and lying and being in the County of Shelby, State of ALABAMA, to wit:

SEE EXHIBITS A-E

THIS CONVEYANCE IS MADE SUBJECT TO all easements, setback line requirements, reservations, liens, encumbrances and restrictions, including but not limited to any Vendors Lien(s), which are of public record in the Office of the Judge of Probate of county in which said property is located.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

**INFORMATION RELATED TO THE MITCHELL LIVING TRUST THAT IS THE  
GRANTEE UNDER THE TERMS OF THIS DEED**

Shelby County, AL 08/27/2013  
State of Alabama  
Deed Tax: \$659.50

The undersigned RALPH MITCHELL and RENEE M. MITCHELL, as the Trustors and Trustees of the subject Trust which is the Grantee under the terms of this Deed, hereby certify:

We shall serve as the Initial Trustees. If for any reason either of us is unwilling or unable to serve as Trustee, then the other of us shall serve as the sole Trustee. If, for any reason, neither of us is able and willing to serve as Trustee, then the following Successor Trustee(s) shall serve, in the order listed:

**JOYCE PRICE**

Unless otherwise specified, if Co-Trustees are serving as Successor Trustee, the next following Successor Trustee shall serve only after all the Co-Trustees are unwilling or unable to serve as Successor Trustee.

Our Trust is a grantor trust under the provisions of Sections 673-677 of the United States Internal Revenue Code. Either RALPH MITCHELL's Social Security Number or RENEE M. MITCHELL's Social Security Number may be used as the tax identification number for said Trust.

When either one of us is serving as Trustee under the terms of this trust, either one of us may conduct business and act on behalf of our trust without the consent, approval, or co-signature of any other Trustee or beneficiary. Either one of us may: Buy or sell assets for or on behalf of us and/or our trust; make investments for or on behalf of us and/or our trust; conduct any and all banking activities on behalf of us and/or our trust; participate in any and all business activities on behalf of us and/or our trust; manage securities (including but not limited to buying, selling and/or trading securities) on behalf of us and/or our trust; sell, purchase, rent, lease or otherwise deal with real estate on behalf of us and/or our trust; to borrow, mortgage and/or take loans on behalf of us and/or our trust; and to exercise any and all other powers accorded to a Trustee of a Trust under applicable state law.

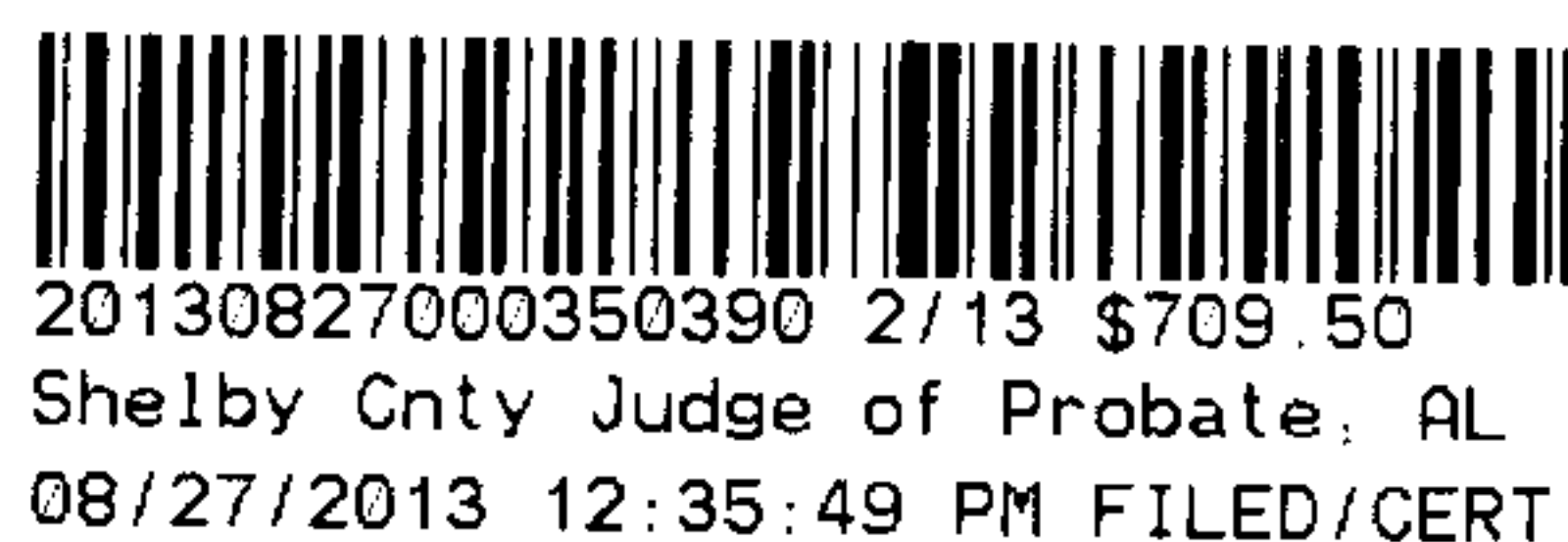
Our Trustees under our Trust Agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in our Trust name. Our Trustees shall have full banking powers, including the power to open, close, or modify accounts or other banking arrangements, including, but not limited to, safe deposit boxes, savings, checking, and CD accounts. Further and separately, our Trustees are empowered to exercise any and all other powers accorded to a Trustee of a Trust under applicable state law.

No person or entity paying money to or delivering property to our Trustees shall be required to see to its application. All persons relying on this document regarding our Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

*THE GRANTORS herein grant full power and authority by this deed to the Trustees, and any and all Trustees, and all successor Trustees of such Grantee Trust to protect, conserve, sell, lease, pledge, mortgage, borrow against, encumber, convey, transfer or otherwise manage and dispose of all or any portion of the property herein described, or any interest therein, without the consent or approval of any other party and without further proof of such authority.*

*No person or entity paying money to or delivering property to any Trustee or successor trustee shall be required to see to its application; all persons or entities relying in good faith on this deed and the powers contained herein regarding the Trustees (or successor trustees) of the Grantee Trust and their powers over the property herein conveyed shall be held harmless from any resulting loss or liability from such good faith reliance.*

*The GRANTORS, individually and on behalf of the Grantors and the heirs, executors, personal representatives, assigns, legatees, and successors in interest of said Grantors, covenant with the said GRANTEES (including said Grantees' Trustees, beneficiaries, heirs, executors, personal representatives, assigns, legatees, and successors in interest) that said GRANTORS are lawfully seized in fee simple of said premises; that said real property (as set forth*





above) is free from all encumbrances, unless otherwise noted above; that said GRANTORS have a good right to sell and convey the above described real property; that said GRANTORS do and will, on behalf of said GRANTORS heirs, executors, personal representatives, assigns, legatees, and successors in interest of said Grantors warrant and defend the same to the said GRANTEES, (including said Grantees' Trustees, beneficiaries, heirs, executors, personal representatives, assigns, legatees, and successors in interest) now and forever, against the lawful claims of all persons.

The GRANTEE TRUST contains the following language which addresses homestead exemption requirements of Alabama law:

*Each Trustor reserves the right of the possession, use and occupancy during each Trustor's life, for Homestead Tax Exemption purposes, of any real property used by each Trustor as a principal residence, whether or not title to such realty has been transferred to this Trust. Each Trustor and any member of a Trustor's family to whom a Trustor has granted the use of the residence for personal occupancy after a Trustor's death, shall have the power in all events to instruct the Trustee to sell the residence then currently held and reinvest the proceeds, increased by available Trust assets, in a replacement residence to be used by a Trustor or a Trustor's designated family member or members. The current residence and any replacement shall remain a part of our Trust Estate.*

*Furthermore, the Trustors reserve the right to reside upon any real property placed in this trust as the Trustors' permanent residence during the Trustors' life, it being the intent of this provision to retain for the Trustors the requisite beneficial interest and possessory right in and to such real property to comply with the common law and all applicable statutes such that said beneficiary interest and possessory right constitute in all respects, "equitable title to real estate". Notwithstanding anything contained in this Trust inconsistent with this provision, the Trustor's interest in any real property in which the Trustors reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personally (or personalty) and shall be homestead of the Trustors.*

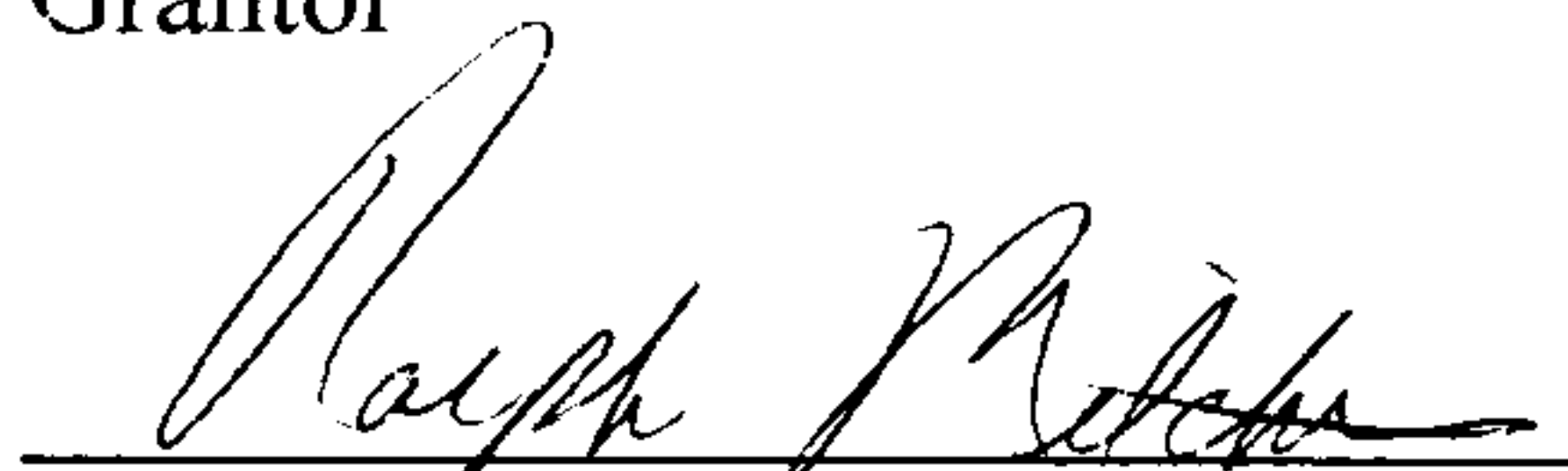
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this September 1, 2009, and such deed was executed in the presence of two witness, C. Gary Hicks and Michael L. Cumpston, and the Grantors and the witnesses executed this deed in the presence of one another and in the presence of the undersigned Notary Public.

THE PREPARER OF THIS INSTRUMENT HAS NOT REVIEWED THE STATUS OF THE TITLE TO THIS PROPERTY AND HAS ACTED SOLELY AS THE DRAFTER OF THIS INSTRUMENT.



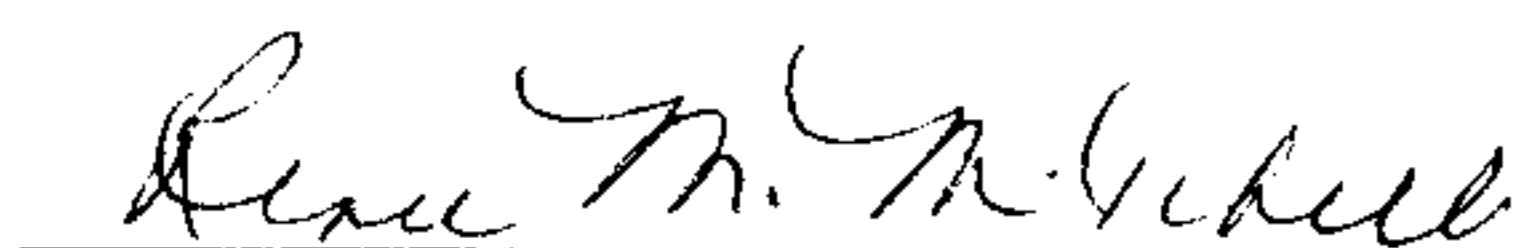
RALPH MITCHELL

Grantor



RALPH MITCHELL

Trustee of the MITCHELL LIVING TRUST dated September 1, 2009

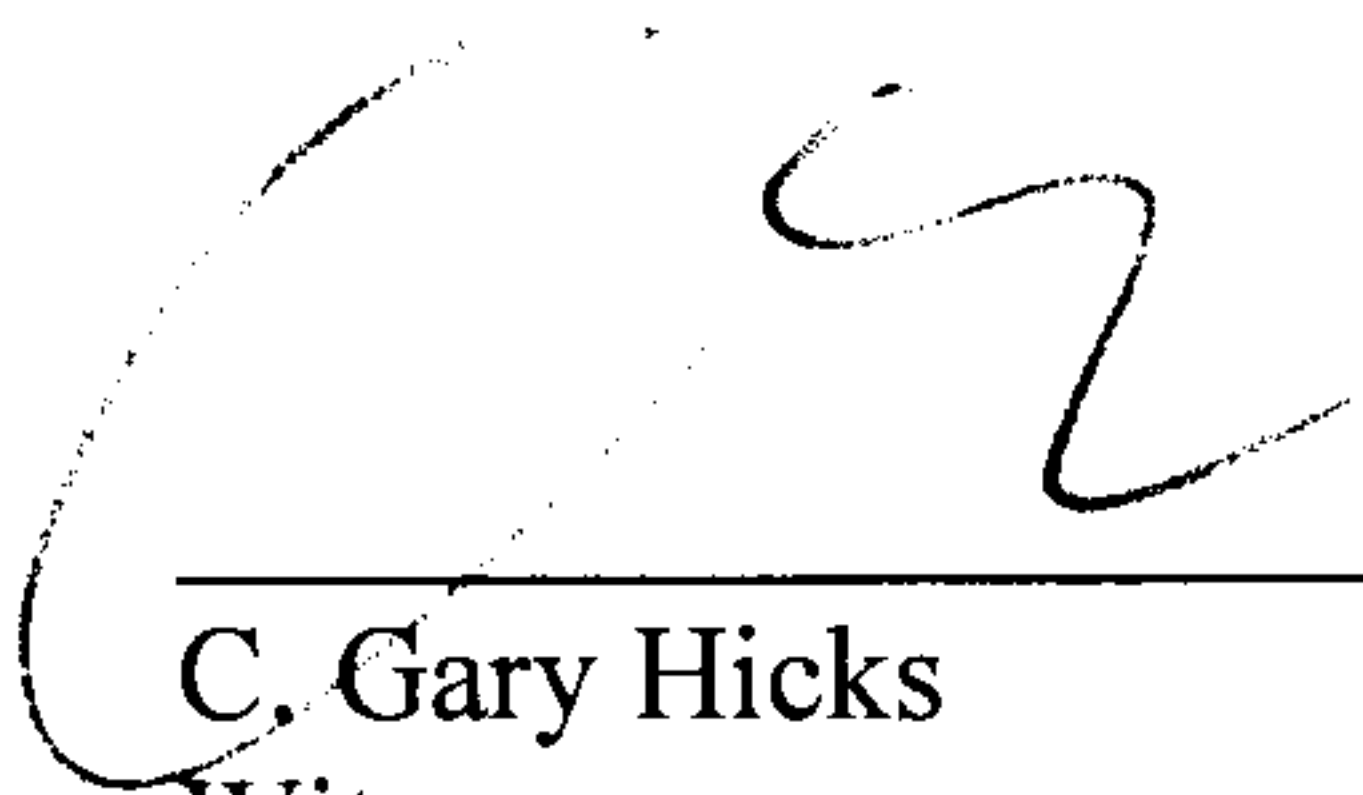


RENEE M. MITCHELL

Trustee of the MITCHELL LIVING TRUST dated September 1, 2009



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C. Gary Hicks

Witness

1110 Montlimar Drive, Suite 510

Mobile, Alabama 36609

(251) 342-8188



Michael L. Cumpton

Witness

1110 Montlimar Drive, Suite 510

Mobile, Alabama 36609

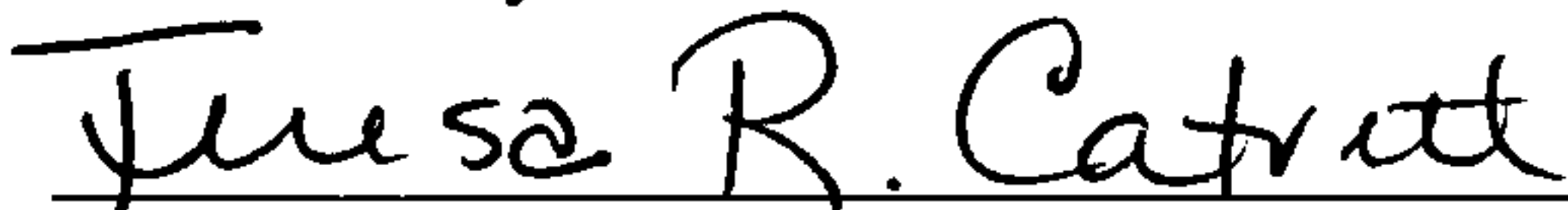
(251) 342-8183

STATE OF ALABAMA  
COUNTY OF MOBILE

)  
)

I, the undersigned NOTARY PUBLIC, in and for said County and State, HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RALPH MITCHELL, Grantor, who is personally known to me, and, RALPH MITCHELL and RENEE M. MITCHELL, who are personally known to me, and, C. Gary Hicks and Michael L. Cumpton, acting as witnesses (both of whom are personally known to me), and each of them executed the foregoing instrument, and acknowledged before me that he/she/they executed the same for the purposes therein expressed.


WITNESS my hand and official seal this on September 1, 2009.



NOTARY PUBLIC,

STATE OF ALABAMA

*My Commission Expires 10-30-10*



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# **AFFIDAVIT**


STATE OF ALABAMA  
COUNTY OF MOBILE

After first being duly sworn, we, RALPH MITCHELL the undersigned GRANTOR, executes this instrument on this September 1, 2009, and I do hereby swear, affirm and declare to the undersigned authority, and to the witnesses present, and to the World, that I sign and execute this WARRANTY DEED and that I sign it willingly, and that I execute it as our free and voluntary act, for the purposes expressed therein. Further and separately, I hereby swear, affirm and declare that I am over the age of nineteen years, and that I am of sound mind, and that I am under no constraint or undue influence. Further and separately, I swear, affirm and declare that I sign this WARRANTY DEED in the presence and hearing of the two witnesses identified below, and in the presence and hearing of the undersigned Notary Public. Further and separately, I swear, affirm and declare that each of the two witnesses sign this instrument in our presence, and in the presence of each other, and in the presence of the Notary Public. Further and separately, I swear, affirm and declare that the Notary Public signs this instrument in my presence, and in the presence of the two identified witnesses.

  
RALPH MITCHELL  
Grantor

Further and separately, after first being duly sworn, we, RALPH MITCHELL and RENEE M. MITCHELL, the Trustees of the MITCHELL LIVING TRUST dated September 1, 2009, which is named as the Grantee of such real property under the terms of this WARRANTY DEED, do execute this instrument on this September 1, 2009, and we do hereby swear, affirm and declare to the undersigned authority, and to the witnesses present, and to the World, that we sign and execute this WARRANTY DEED and that we sign it willingly, and that we execute it as our free and voluntary act, for the purposes expressed therein. Further and separately, we hereby swear, affirm and declare that simultaneously with the execution of this deed we, on behalf of said Trust which is the Grantee under the terms of this Warranty Deed, did **TAKE DELIVERY AND POSSESSION** of such real property conveyed by such Warranty Deed. Further and separately, we swear, affirm and declare that we sign this WARRANTY DEED in the presence and hearing of the two witnesses identified below, and in the presence and hearing of the undersigned Notary Public. Further and separately, we swear, affirm and declare that each of the two witnesses sign this instrument in our presence, and in the presence of each other, and in the presence of the Notary Public. Further and separately, we swear, affirm and declare that the Notary Public signs this instrument in our presence, and in the presence of the two identified witnesses.

  
RALPH MITCHELL  
Trustee of the MITCHELL LIVING TRUST dated September 1, 2009

  
RENEE M. MITCHELL  
Trustee of the MITCHELL LIVING TRUST dated September 1, 2009



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Further and separately, we, C. Gary Hicks and Michael L. Cumpton the undersigned witnesses, having been duly sworn, declare to the undersigned officer that, on this September 1, 2009, above identified Grantors (who is/are personally known to each of us), in the presence and hearing of each of us (as witnesses), signed this WARRANTY DEED. Further and separately, under oath, we each swear, affirm and declare that each of us (as witnesses) signs this instrument as a witness in the presence and hearing of the Grantors, and in the presence and hearing of each other, and in the presence and hearing of the undersigned Notary Public. Further and separately, we each swear and affirm that the Grantors, to the best of our knowledge, is/are over the age of nineteen years, and are of sound mind, and are under no constraint and is/are not subject to any undue influence. Further and separately, we swear and affirm that we personally observed the Grantors read this instrument, and said Grantors, after reading said instrument, did orally and visibly declare to us that it was his/her/their intent to execute this WARRANTY DEED and that the REAL PROPERTY CONVEYED HEREIN was delivered, simultaneously with the execution of this WARRANTY DEED to the Grantee.

C. Gary Hicks  
Witness

1110 Montlimar Drive, Suite 510  
Mobile, Alabama 36609  
(251) 342-8188

Michael L. Cumpton  
Witness

1110 Montlimar Drive, Suite 510  
Mobile, Alabama 36609  
(251) 342-8188


STATE OF ALABAMA )  
COUNTY OF MOBILE )

I, the undersigned NOTARY PUBLIC, in and for said County and State, HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RALPH MITCHELL Grantor, who is personally known to me, and, RALPH MITCHELL and RENEE M. MITCHELL, who are personally known to me, and, C. Gary Hicks and Michael L. Cumpton, acting as witnesses (both of whom are personally known to me), and each of them executed the foregoing instrument, and acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this on September 1, 2009.

Teresa R. Cottrill  
NOTARY PUBLIC, *my commission*  
STATE OF ALABAMA *Expires 10-30-10*

This Instrument was prepared by:  
The Law Firm of Ryan Hicks Cumpton & Cumpton, LLP  
1110 Montlimar Drive, Suite 510  
Mobile, Alabama 36609  
(251) 342-8188

  
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## EXHIBIT "A"

From the Northwest corner of the NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  Section 4, Township 19 South, Range 2 East, Shelby County, Alabama proceed East along the North boundary of said NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  for a distance of 605.50 feet to a point; thence turn a deflection angle of the right of 63 degrees 44 minutes 00 seconds and proceed Southeasterly for a distance of 481.61 feet to the point of beginning of herein described parcel of land; thence continue along the aforementioned course for a distance of 194.17 feet to a point; thence turn a deflection angle to the right of 96 degrees 35 minutes 00 seconds and proceed Southwesterly for a distance of 435.11 feet to a point; thence turn a deflection angle to the right of 40 degrees 47 minutes 00 seconds and proceed in a Northwesterly direction for a distance of 135.06 feet to a point on the East side of the centerline of a Shelby county paved road; thence turn a deflection to the right of 62 degrees 54 minutes 00 seconds and proceed in a Northwesterly direction parallel to the centerline of said county road for a distance of 256.07 feet to a point; thence turn a deflection angle to the right of 93 degrees 55 minutes and 00 seconds leaving said road side proceed Easterly for a distance 476.88 feet back to the point of beginning of herein described parcel of land.



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**EXHIBIT "B"**

Shelby County, Alabama, to-wit:  
From the Southwest corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 3, Township 19 South, Range 2 East, run Northerly a distance of 1130.20 feet to the point of beginning; thence continue in a straight line a distance of 234.00 feet; thence right 89 deg. 43 min. 50 sec. a distance of 830.38 feet; thence right 110 deg. 40 min. 01 sec. a distance of 250.09 feet; thence right 69 deg. 19 min. 59 sec. a distance of 743.22 feet to the point of beginning; being situated in Shelby County, Alabama.


  
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EXHIBIT "C"

Shelby County, Alabama, to-wit;

All that part of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 East, lying Northwest of Shelby County Highway 467. Situated in Shelby County, Alabama.

Subject to:

Rights acquired by Alabama Power Company as recorded in Probate Minuets 9, page 50, in the Probate Office of Shelby County, Alabama.

Right of way to Shelby County, recorded in Volume 276, page 382, in the Probate Office of Shelby County, Alabama.

Right of way granted to Alabama Power Company by instrument recorded in Volume 82, page 199, and Real 48, page 44, in the Probate Office of Shelby County, Alabama.

Less and except any part of subject property lying within a road right of way.

Less and except mineral and mining rights, oil and gas rights and all rights incidental thereto.

Subject to easements, rights of way and all matters of public record.

This is not The Homestead of Grantors.



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**EXHIBIT "D"**

Shelby

County, Alabama, to-wit:

From the Northwest corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 19 South, Range 2 East, being the point of beginning, run East along the North line of said  $\frac{1}{4}$  a distance of 1320.60 feet; thence right 90 deg. 32 min. 37 sec. a distance of 1202.58 feet to the North right-of-way line of a dirt road; thence right 85 deg. 08 min. 46 sec. to the tangent of a curve to the left having a radius of 666.45 feet and a central angle of 33 deg. 24 min. 32 sec. an arc distance of 388.61 feet; thence right 37 deg. 42 min. 17 sec. from the tangent of said curve a distance of 953.93 feet; thence right 90 deg. 06 min. 58 sec. a distance of 1340.16 feet to the point of beginning; said parcel contains 39.7 acres, more or less.



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Inst # 1993-03134

**EXHIBIT "E"**

08/08/1993-03134  
08:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOR. MCD 106.50

**Property Description:**

A tract of land situated in Sections 33 and 34, Township 18 South, Range 2 East, and Sections 3 and 4, Township 19 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, and run in a Westerly direction along the South line of said Section 33 a distance of 574.47 feet to the point of beginning; thence turn a deflection of 151 deg. 37' 25" to the right and run in a Northeasterly direction a distance of 800.02 feet to a point on the Southwesterly right-of-way line of the Southern Railroad; thence turn an interior angle of 107 deg. 23' 10" and run to the right in a Southeasterly direction and along the Southwest right-of-way line of said Southern Railroad a distance of 1000.25 feet to a point; thence turn an interior angle of 78 deg. 12' 35" and run to the left in a Southwesterly direction a distance of 577.11 feet to a point; thence turn an interior angle 156 deg. 12' 48" and run to the right in a Westerly direction a distance of 515.29 feet to a point; thence turn an interior angle of 211 deg. 38' 30" and run to the left in a Southwesterly direction a distance of 151.00 feet to a point; thence turn an interior angle of 171 deg. 06' 05" and run to the right in a Southwesterly direction a distance of 555.53 feet to a point; thence turn an interior angle of 178 deg. 27' 15" and run to the right in a Southwesterly direction a distance of 187.91 feet to a point; thence turn an interior angle of 174 deg. 33' 45" and run to the right in a Southwesterly direction a distance of 124.05 feet to a point on the Easterly right-of-way line of Shelby County Highway #467, said point being a point of curve; thence turn an interior angle of 50 deg. 42' 10" (angle measured to the tangent) and run to the right in a Northerly direction and along the Easterly direction of said Shelby County Highway #467 and along the arc of a curve to the left having a central angle of 20 deg. 19' 45" and radius of 1949.85



Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, and run in a Westerly direction along the South line of said Section 33 a distance of 574.47 feet to the point of beginning; thence turn a deflection of 151 deg. 37' 25" to the right and run in a Northeasterly direction a distance of 800.02 feet to a point on the Southwesterly right-of-way line of the Southern Railroad; thence turn an interior angle of 107 deg. 23' 10" and run to the right in a Southeasterly direction and along the Southwest right-of-way line of said Southern Railroad a distance of 1000.25 feet to a point; thence turn an interior angle of 78 deg. 12' 35" and run to the left in a Southwesterly direction a distance of 577.11 feet to a point; thence turn an interior angle 156 deg. 12' 48" and run to the right in a Westerly direction a distance of 515.29 feet to a point; thence turn an interior angle of 211 deg. 38' 30" and run to the left in a Southwesterly direction a distance of 151.00 feet to a point; thence turn an interior angle of 171 deg. 06' 05" and run to the right in a Southwesterly direction a distance of 555.53 feet to a point; thence turn an interior angle of 178 deg. 27' 15" and run to the right in a Southwesterly direction a distance of 187.91 feet to a point; thence turn an interior angle of 174 deg. 33' 45" and run to the right in a Southwesterly direction a distance of 124.05 feet to a point on the Easterly right-of-way line of Shelby County Highway #467, said point being a point of curve; thence turn an interior angle of 50 deg. 42' 10" (angle measured to the tangent) and run to the right in a Northerly direction and along the Easterly direction of said Shelby County Highway #467 and along the arc of a curve to the left having a central angle of 20 deg. 19' 45" and radius of 1949.85 feet a distance of 691.83 feet to the P.T. of said curve; thence continue in a Northerly direction along the Easterly right-of-way line of said Shelby County Highway #467 and along the projection of the tangent to the last described curve a distance of 603.36 feet to a point on the North line of Section 4, Township 19 South, Range 2 East, said point being 317.93 feet East of the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 4; thence turn an interior angle of 83 deg. 01' 20" and run to the right in an Easterly direction along the North line of said Section 4 a distance of 451.06 feet to the point of beginning; containing 36.33 acres, more or less.



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# Real Estate Sales Validation Form

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

Grantor's Name Ralph Mitchell  
Mailing Address 1130 Co. Rd. 467  
P.O. Box 447  
Vincent, AL 35178

Grantee's Name Mitchell Living Trust  
Mailing Address SAME

Property Address Multiple

Date of Sale \_\_\_\_\_  
Total Purchase Price \$ \_\_\_\_\_  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ 659,380

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal  
☐ Sales Contract ☐ Other  
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

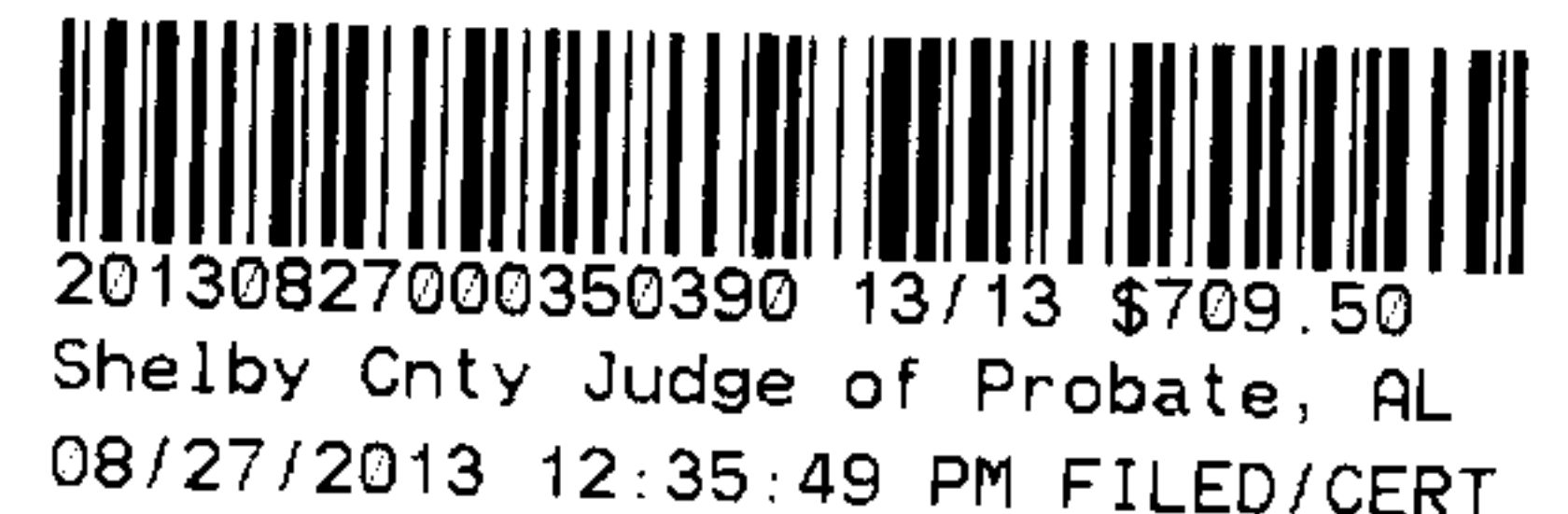
Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, being conveyed by the instrument offered for record.



Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the 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).

Date \_\_\_\_\_

Print Ralph Mitchell

Unattested

Sign Ralph Mitchell

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1