

This instrument was prepared by

(Name) Karl C. Harrison
(Address) Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama



19720627000031950 1/4 \$.00
Shelby Cnty Judge of Probate, AL
06/27/1972 12:00:00 AM FILED/CERT

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred and no/100 Dollars and other good and valuable consideration

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Martha Jane Terry and husband, Edward/Terry

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Guy Burns

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

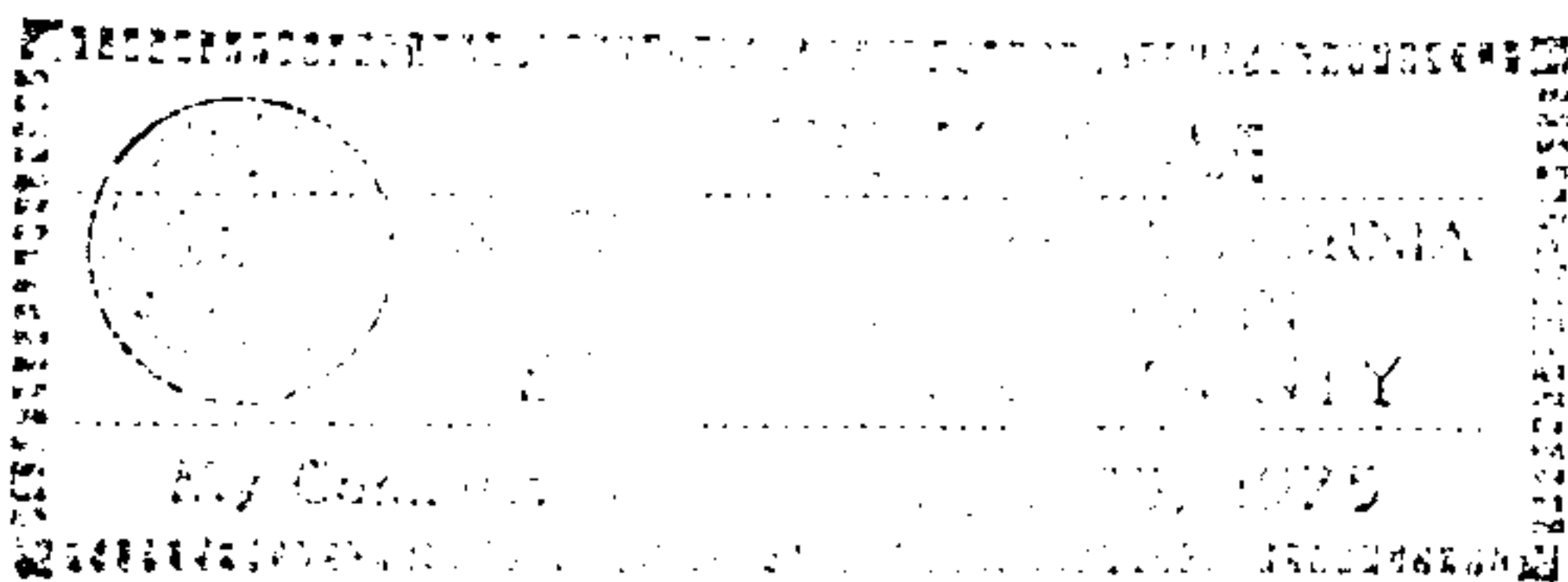
The SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 12, Township 21 South, Range 1 East, EXCEPTING Easement for Drainage Ditch sold to Southern Electric Generating Company as described in Deed Book 205, page 311 in Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 13th day of June, 1972.

274 PAGE 835



(Seal)

(Seal)

(Seal)

Martha Jane Terry

(Seal)

Edward Terry

(Seal)

(Seal)

General Acknowledgment

CALIFORNIA
STATE OF

SHELBY COUNTY

I, Karl C. Harrison, a Notary Public in and for said County, in said State, hereby certify that Martha Jane Terry whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of June, A. D., 19 72.

Notary Public.

STATE OF CALIFORNIA
~~MISSISSIPPI~~
SACRAMENTO COUNTY

19720627000031950 2/4 \$.00
Shelby Cnty Judge of Probate, AL
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I, John M. Cole, a Notary Public in and for said California,
Sacramento County, State of /, hereby certify that Martha J. Terry
as Attorney in Fact for Edward L. Terry
whose name/is signed to the foregoing conveyance and who is known to me,
acknowledged before me on this day that being informed of the contents of the
as such Attorney in Fact and with full authority
conveyance he/executed the same voluntarily on the day the same bears date, for
and as the act of said Edward L. Terry.

Given under my hand and official seal, this the 19th day of
June, 1972.

John M. Cole

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.

On June 13, 1972 before me, the undersigned, a Notary Public in and for said State,
personally appeared MARTHA J. TERRY
known to me to be the person whose name is subscribed to the within instrument, as the
Attorney in fact of EDWARD L. TERRY
and acknowledged to me that she subscribed the name
of EDWARD L. TERRY thereto as principal
and PIER own name as Attorney in fact.

NOTARY PUBLIC
JOHN M. COLE
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires April 12, 1975

WITNESS my hand and official seal.

Signature *John M. Cole*
John M. Cole
Name (Typed or Printed)

RETURN TO: *Shelby* BOOK 274 PAGE 836

TO

WARRANTY DEED

STATE OF ALABAMA,
County.

Judge of Probate

LAWYERS TITLE INSURANCE
CORPORATION
Title Insurance
BIRMINGHAM, ALA.

DEED TAX \$
RECORD FEE \$
TOTAL \$

KNOW ALL MEN BY THESE PRESENTS, that I (state full name, title, grade, service number, as
EDWARD L. TERRY, 1st Lt, USAF

am a resident of _____
County (City) of _____, State of Alabama
and presently stationed or residing at McClellan AFB, California
desiring to execute a GENERAL POWER OF ATTORNEY have made, constituted and appointed, and by these
presents do make, constitute and appoint my wife, MARTHA J. TERRY
whose address is 4005 Dexter Circle
County (City) of North Highlands, State of California

my Attorney-in-Fact for me and in my name, place and stead to do and perform all acts, deeds, matters and things what-
soever concerning my property and personal affairs necessary and advisable in the judgment of my said Attorney-
in-Fact as fully and effectually to all intents and purposes as I could do if personally present and acting, includ-
ing, but not limited to, each and every one of the following matters:

1. REAL PROPERTY TRANSACTIONS: (a) to buy, con-
tract to buy, receive, lease or rent for any term, accept, or other-
wise acquire real estate or any options thereon or interest therein,
including any and all rights for the development of oil, gas or other
mineral deposits, wherever situated, on such terms, conditions and
considerations as my Attorney-in-Fact shall deem proper, in my
name, or jointly in my name and that of any other party or parties
including my Attorney-in-Fact;

(b) to sell, contract to sell, mortgage, encumber, exchange, lease
or rent for any term, grant options to purchase or otherwise
dispose of any or all real estate in which I now have or may
hereafter acquire any right, title or interest, including any and
all rights for the development of oil, gas or other mineral de-
posits, whether such real estate be homestead or non-homestead,
or whether such real estate be owned as community property,
in joint tenancy, tenancy by the entireties, tenancy in common
or in any other manner or capacity, and in my name, or jointly
with any other party or parties, including my Attorney-in-Fact,
on such terms, conditions and considerations as my Attorney-
in-Fact shall deem proper; to sign, seal, execute, acknowledge
and deliver any and all instruments in writing of any kind and na-
ture, as may be necessary or convenient, containing such terms
and conditions, and such warranties and covenants, if any, as
my said Attorney-in-Fact shall deem advisable, and further to
waive, release, relinquish and convey any homestead estates,
rights under homestead exemption laws, dower or curtesy es-
tates, and all other rights or interests to which I may at any
time be entitled;

(c) to manage, utilize, conserve, demolish, repair, rebuild, alter
or improve any real estate or structure thereon, owned or claimed
to be owned by me in whole or in part, and to protect the
same by action, proceeding or otherwise, including, but not limited
to, the recovery of possession thereof and the removal of tenants or
other persons, animals or objects therefrom;

2. PERSONAL PROPERTY TRANSACTIONS: (a) to buy,
contract to buy, accept, sell, exchange, mortgage, pledge, lease
or rent, contract for the repair of, and in any and every man-
ner deal in and with any and all personal property of every
kind whatever, tangible or intangible, which I may own or in
which I now have or hereafter may acquire, any right, title or
interest, on such terms, conditions and considerations as my
Attorney-in-Fact shall deem proper;

(b) To execute and deliver to the proper persons and authority
all and all documents, instruments and papers necessary to
carry out proper registration and licensing of any automobiles
in which I now or may hereafter have an interest;

(c) to enter into contracts for the storage of tangible personal
property of every kind;

(d) to take possession and order the removal and shipment of
any of my property from or to any station, post, warehouse,
depot, dock, or other place of storage, safekeeping, or use, gov-
ernmental or private, and to execute and deliver any release,
voucher, receipt, shipping ticket, certificate, or other instrument
necessary or convenient for such purposes.

3. BUSINESS TRANSACTIONS: To demand, sue for, re-
cover, receive compromise, settle, adjust and pay all accounts,
legacies, bequests, interest, dividends, annuities, demands, debts,
claims and any and all other obligations, which may now or
hereafter be due, owing or payable by or to me, and to carry
on and transact every kind of business on my behalf, in my
name or jointly in my name and that of any other person or
persons, including my Attorney-in-Fact, and including, but not
limited to, transactions concerning any and all investments and
sources of stock, bonds, securities, certificates of deposit, on such
terms, considerations and conditions as my Attorney-in-Fact may
deem proper; to invest and reinvest and exchange invest-
ments, to execute and deliver good and sufficient instru-
ments for the accomplishment thereof, and to act as my attorney or
power of attorney to any stocks, shares, bonds or other invest-
ments, rights or interests as I may now or hereafter hold.

4. BANKING TRANSACTIONS: (a) to deposit or withdraw
for any purpose, in or from any bank, building and loan as-
sociation, trust company or other financial institution, including
the United States Postal Savings, any funds, checks, or other
instruments, in which I now or hereafter may have on deposit or be
entitled to receive, and to endorse, cash and receive the proceeds of
any and all checks, vouchers, or other orders for money, to open
or close a account, and to receive statements, vouchers, notices
or other documents from any bank or other financial institu-

tion concerning any and all accounts or banking transactions
in my name or in which I may have an interest;

(b) to have access for all purposes to any or all safety deposit
boxes or vaults rented in my name or in the names of any
other person or persons and myself, with full power to use the
same for safekeeping any property or papers, and to remove
therefrom at any time, or from time to time, all or any part of
the contents of any such box or vault;

(c) to borrow money and to execute in my name any instru-
ment evidencing indebtedness incurred on my behalf and to
extend and renew the same, as well as any indebtedness here-
tofore incurred by me, for the payment of which I may in any
way be liable;

5. TAXES: to make, execute and file income and all other tax
returns and declarations of estimated tax required to be made
by me by any law or regulation of any government or govern-
mental authority, to represent and act for me in all tax mat-
ters in dispute or litigation, in any governmental department,
board or court, to receive, endorse, and collect checks in settle-
ment of any refund of taxes, to execute consents agreeing to a
later determination of taxes than is provided by statutes of limita-
tion, to execute closing agreements relative to tax liabilities, to
file claims for abatement, refund, or credit taxes, to make any
adjustments or settlements and to sign any and all receipts,
waivers, settlements or agreements pertaining to all income or
other taxes assessed against me or my property by statute.

6. GOVERNMENT DOCUMENTS, VOUCHERS AND
CHECKS: (a) to execute, sign and deliver any and all gov-
ernment reports, applications, requests, vouchers and demands
in my behalf, including, but not limited to those for any and
all allowances and reimbursements properly payable to me by
the United States such as for the transportation of dependents
or for the shipment of household effects or other property as
authorized by law or regulations;

(b) to receive, endorse and collect the proceeds of checks payable
to my order drawn on the Treasurer of the United States for
whatever account, and to execute in my name and on my be-
half, all bonds, indemnities, applications or other documents,
which may be required by law or regulations to secure the is-
suanee of substitutes for such checks, and to give full discharge for
the same.

7. INSURANCE TRANSACTIONS: (a) to pay the premiums
on, modify, rescind, release, terminate, or execute any rights,
privileges, or options on any contract of life, accident, health,
disability, liability, property or other insurance presently owned
by me or by any person on my behalf, or hereafter acquired.
(b) to procure new, different, or additional contracts of insur-
ance on my life or with respect to protecting me or my prop-
erty from ill health, disability, accident, liability, or loss;

(c) to apply for, and receive, any loan on the security of any
contract of insurance, to surrender and receive the cash sur-
render value, to exercise any election or conversion rights, and
to demand, receive or obtain any money, dividend or other
thing of value to which I am or to which I may become en-
titled as the proceeds or other return or profit arising out of
any contract of insurance or of any one or more of the insur-
ance transactions herein enumerated;

8. PERSONAL TRANSACTIONS: (a) To do all acts neces-
sary for maintaining the customary living standard of my de-
pendents including, by way of illustration but not limitation,
provision of such living quarters and their maintenance and
operation, food, clothing, medical, surgical and dental care, edu-
cational facilities, and other incidentals to which my dependents
are accustomed;

(b) to continue the discharge of any service or duties assumed
by me to my family, relatives or friends, and to continue pay-
ments incidental to my membership in, or affiliation with, any
church, club, society, or other organization;

9. REPRESENTATION AND EMPLOYMENT OF ASSIST-
ANCE: (a) On my behalf and in my name or the name of
my Attorney, to institute, prosecute, appear in, defend, com-
promise, arbitrate, settle, or dispose of any legal, equitable or
administrative hearings, actions, suits, attachments, claims or
other proceedings, to which I am or may become a party or
in which I have an interest, and to engage and dismiss coun-
sel in connection therewith, authorizing my Attorney-in-Fact to
assert or to waive any or all rights, privileges and defenses avail-
able to me under the Soldiers' and Sailors' Civil Relief Act or other



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legislation designed for the protection of personnel in the Armed Forces or their dependents;
(b) to hire, engage, employ and appoint agents, employees and counsel upon such terms and conditions and at such compensation as my said Attorney-in-Fact shall deem proper in the exercise of the powers herein granted; to dismiss and remove at pleasure any such agents, employees and counsel as well as

any agents, employees and counsel heretofore or hereafter employed by me or in my behalf.
10. MISCELLANEOUS: (a) To sign, seal, acknowledge and deliver any instrument necessary to accomplish any of the powers herein granted;
(b) To modify, reform, renegotiate or rescind any contract or obligation heretofore or hereafter made by me or in my behalf.

GENERAL PROVISIONS: (a) All business transacted hereunder for me or for my account shall be transacted in my name, and all indorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact";

(b) I hereby ratify and confirm all lawful acts done and caused to be done by my said Attorney-in-Fact pursuant to this Power of Attorney, and I direct that it shall continue in effect until the termination date herein specified unless sooner terminated by me or by operation of law. I further direct that the fact that I am reported or listed, officially or otherwise as "missing" or "missing in action," as those phrases are used in military parlance, shall neither constitute nor be interpreted as constituting proof or notice of my death so as to cause a revocation hereof. To the full extent permitted by law, my subsequent mental incapacity shall not operate as a revocation of this Power of Attorney.

(c) If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself, executors, administrators, heirs and assigns, in consideration of my attorney's willingness to act pursuant to this Power of Attorney, to save and hold my attorney harmless from any loss suffered or any liability incurred by my attorney in so acting after such revocation or termination without notice.

(d) Unless sooner revoked by me or terminated by law, this Power of Attorney shall be NULL AND VOID on and after XXXXXX. In witness whereof, I have hereunto set my hand and seal, this 1 day of June, 19 65.

3.00
1.45
4.45
JUL 1 1965
DEED
JUL 27 1965
U.S. COURT OF APPEALS
REC. EX. & PAGE 15 SHOWN
COMM. OF PROBATE
JUDGE OF PROBATE

Edward L. Terry (SEAL)
EDWARD L. TERRY

Address and Service No. (if any)

Address and Service No. (if any)

IF ACKNOWLEDGED BEFORE A NOTARY PUBLIC:

State of CALIFORNIA
County (City) SACRAMENTO } ss

I, Edward L. Terry, a Notary Public in and for the County (City) and State aforesaid, do hereby certify that on the 1 day of June, 19 65, before me personally appeared EDWARD L. TERRY

who is known by me to be the identical person who is described in, whose name is subscribed to, and who signed and executed the foregoing instrument, and having first made known to him the contents thereof, he personally acknowledged to me that he signed and sealed the same on the date it bears as his true, free and voluntary act and deed for the uses, purposes and considerations therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this day and year above.

in and for the County of Sacramento
State of California

My Commission Expires April 23, 1966

Gordon E. Tarr
Notary Public

IF ACKNOWLEDGED BEFORE A MILITARY PERSON AUTHORIZED TO ADMINISTER OATHS:

When recorded, return to:

Mrs. Martha J. Terry
4005 Dexter Circle
North Highlands, CA 95660

Armed Forces Personnel to perform Notarial Acts and for instructions on com-

and officer, do hereby certify that on this _____ day of _____, _____ SN _____, whose home address is _____, and who is known to me to be _____, and to be the identical person who is described in, whose name is subscribed to, and who signed and executed the foregoing instrument, and having first made known to him the contents thereof, he personally acknowledged to me that he signed and sealed the same, on the date it bears as his true, free and voluntary act and deed, for the uses, purposes and considerations therein set forth. And I do further certify that I am at the date of this certificate a commissioned officer of the grade, branch of service and organization stated below in the active service of the United States Armed Forces, that by statute no seal is required on this certificate and that same is executed in my capacity as _____

(Signature of Officer)

(Service No., grade and branch of service)

(Command or organization)

(Permanent home address)