

This instrument prepared by:
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Birmingham, Alabama 35203

Send Tax Notice To:
United States of America
United States Department of Justice
Tax Division
P.O. Box 14198
Ben Franklin Station
Washington, D.C. 20044

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned grantors, **MELINA FIORELLA DAVIS**, an unmarried individual, **AND SAMELIA FIORELLA THOMAS**, an unmarried individual (collectively "Grantor"), do hereby grant, bargain, sell and convey unto the grantee **THE UNITED STATES OF AMERICA**, ("Grantee"), all that certain property situated in Shelby County, Alabama, being more particularly described as follows ("Property"):

Lots 9 and 10 according to the J.H. Barker Survey of the NW 1/4 of SW 1/4 of Section 6, Township 20 South, Range 2 West and NE 1/4 of SE 1/4 of Section 1, Township 20 South, Range 3 West, being more particularly described as follows: a part of the NW 1/4 of the SW 1/4 of Section 6, Township 20 Range 2 West described as follows: Commence at the SE corner of said NW 1/4 of SW 1/4 run thence west along the south line of said NW 1/4 of SW 1/4 598.18 feet run thence 28 degrees 31 minutes to the right a distance of 798.36 feet to the east right of way line of the Montgomery Highway as located in the year 1928; run thence in a northeasterly direction along the east line of said Highway 262.21 feet to a point; from said point continue in a northeast direction along the east line of said highway right of way for 274.54 feet; run thence in a southeasterly direction to a point on the east line of said NW 1/4 of SW 1/4 which said point is 320.73 feet north of the SE corner of said NW 1/4 of SW 1/4 run thence south along the east line of said NW 1/4 of SW 1/4 a distance of 320.73 feet to point of beginning. Except Highway right of way.

A tract of land described as beginning at a point north 34 degrees west 2.91 chains from the SW corner of the NW 1/4 of SW 1/4 of Section 6, Township 20, Range 2 West at a stake on the east side of the Birmingham-Montgomery Highway right of way; thence north 29 degrees east along the east side of said Highway right of way 3.19 chains; thence south 64 degrees east 12.27 chains to a stake on the line between the NW 1/4 of SW 1/4 and the SW 1/4 of SW 1/4 of Section 6, Township 20, Range 2 West; thence west along said forty acre line to the NE corner of a triangular lot formerly owned by Mrs. C. Allie, 7.50 chains; thence north 64 degrees west 6.25 chains to the point of beginning and being in the NW 1/4 of SW 1/4 of Section 6, Township 20, Range 2 West, and a part of the NE 1/4 of SE 1/4 of Section 1, Township 20, Range 3 West.

All that part of Old U.S. 31 Highway lying east of the East one hundred foot (100) right of way line of the new U.S. 31 Four-lane Highway constructed as Project FI 99 (6) and lying between Stations 501+87.5 and 508+96 of said project.

Said quit claimed old right of way is lying in the NE 1/4 of SE 1/4 Section 1, Township 20 South, Range 3 West and the NW 1/4 of SW 1/4 Section 6, Township 20, Range 2 West.

Subject, however, to the following encumbrances listed on Exhibit A attached hereto and incorporated herein by reference. The foregoing Property is not the homestead of Grantor or Grantor's spouse.

05/07/1996-14852
11:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 22.00

EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH IN THIS STATUTORY WARRANTY DEED, NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE PROPERTY HEREIN CONVEYED, IT BEING THE EXPRESS INTENTION OF GRANTOR AND GRANTEE THAT SAID PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO GRANTEE IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS", WITH ALL FAULTS.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Statutory Warranty Deed on this the 26th day of January, 1996.

Melina Fiorella Davis
MELINA FIORELLA DAVIS

Samelia Fiorella Thomas
SAMELIA FIORELLA THOMAS

ACKNOWLEDGMENT

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Melina Fiorella Davis, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 26th day of January, 1996.

Tranda H. Thrasher
Notary Public
My commission expires: Jan. 23, 1997

[NOTARIAL SEAL]

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Samelia Fiorella Thomas, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 26th day of January, 1996.

Tranda H. Thrasher
Notary Public
My commission expires: Jan. 23, 1997

[NOTARIAL SEAL]

EXHIBIT A

1. Rights outstanding under that certain lease by and between Melina Fiorella Trust and Joe R. Brocato recorded in Instrument 1993-05401 (copy), if any.
2. Taxes and assessments for the year 1996, and subsequent years, which are not yet due and payable.
3. Right of way to Shelby, recorded in Volume 104, page 76, in the Probate Office of Shelby County, Alabama.
4. Right of way granted to Alabama Power Company by instrument recorded in Volume 101, page 508; Volume 101, page 555 and Volume 170, page 288, in the Probate Office of Shelby County, Alabama.
5. Easement to Postal Telegraph Cable Company, recorded in Volume 80, page 40, in the Probate Office of Shelby County, Alabama.

MELINA FIORELLA TRUST

THIS TRUST AGREEMENT, made this 6th day of March, 1973, by and between Melina Fiorella of Birmingham, Alabama (hereinafter called the "Settlor"), and Sam A. Fiorella of Birmingham, Alabama, (hereinafter called the "Trustee").

W I T N E S S E T H:

That the Settlor has this day delivered to the Trustee a Warranty Deed conveying property located in Shelby County, Alabama, further described on Exhibit "A" attached, and the Trustee agrees to hold, administer and distribute all of the aforesaid assets (together with all additions thereto and all reinvestments thereof) as the corpus of a trust estate.

ARTICLE ONE

The Trustee shall hold, manage and control the property comprising the trust estate, collect the income therefrom, and shall disburse the net income derived therefrom and the corpus thereof, for the benefit of Settlor's Grandchildren, Melina Davis and Samelia Thomas (hereinafter called the "Beneficiaries"), as follows:

1. Until any Beneficiary has reached their twenty-first birthday, the Trustee shall pay to them or expend on their behalf, so much of the net income and of the corpus of the trust as the Trustee may deem advisable to provide properly for their maintenance, education, welfare and comfort.
2. When a Beneficiary shall have reached his or her twenty-first birthday, the Trustee shall pay to him or her all accumulated income of this trust. In the event of the death of a Beneficiary, prior to his or her reaching twenty-one years of age, any accumulated income shall be paid to his or her estate.
3. After a Beneficiary has reached his or her twenty-first birthday, the Trustee shall pay or expend on their behalf, all of the net income of the trust estate until said trust shall terminate as herein provided. In addition to the net income of the trust, the Trustee may in its discretion disburse from principal such amounts as are needed to provide for the care, support, education and maintenance of a Beneficiary.
4. After a Beneficiary has reached his or her twenty-fifth birthday and in the event the Trustee, in his sole discretion, is of the opinion that the Beneficiary is capable of managing and investing this trust estate or any part thereof, then after conferring with the Beneficiary as to the manner in which he or she intends to use any funds withdrawn from the trust, if the Trustee is satisfied as to the soundness or propriety of his or her plan, then so much or all of the trust estate shall be distributed as the Trustee deems the Beneficiary is capable of investing and managing. The determination of the Trustee as to the desirability of terminating the trust estate shall be conclusive as against all persons.

5. In all events, this trust shall finally terminate upon the death of the Trustee, Sam A. Fiorella.

In the event a Beneficiary shall die before the entire corpus of his or her trust estate has been distributed outright and in fee, then in such event, the Trustee shall distribute the corpus of his or her trust estate (or the remainder thereof then held in trust) per stirpes and in fee unto the Beneficiary then living issue, if any, and if none, then in equal shares, per stirpes, to the surviving beneficiaries.

If any beneficiary hereunder shall not have reached his or her twenty-first birthday at the time the principal of any trust estate is required to be distributed to him or her, the share of such beneficiary shall be retained in trust by the Trustee until he or she reaches such birthday. During such time, the Trustee shall pay to such beneficiary or expend on his or her behalf, so much of the net income and corpus from that particular fund as the Trustee may deem advisable to provide properly for the maintenance, education and support of such issue and may incorporate any income not so disbursed into the principal of the fund. When each such beneficiary shall reach his or her twenty-first birthday, the trust shall terminate as to such beneficiary and the Trustee shall distribute his or her fund to such beneficiary in fee.

ARTICLE TWO

With reference to the trust estate created herein and every part thereof, the Trustee shall have the following rights and powers without limitation and in addition to powers conferred by law:

- A. To retain any security or other property so long as such retention appears advisable and to exchange any such security or property for other securities or properties and to retain such items received in exchange.
- B. To sell, exchange, assign, transfer and convey any security or property, real or personal, held in the trust estate, at public or private sale, at such time and price and upon such terms and conditions (including credit) as it may determine.
- C. To invest and reinvest in such stocks, bonds, and other securities and properties as it may deem advisable, including discretionary common trust funds, all without diversification as to kind or amount, without being restricted in any way by the Constitution of Alabama, any statute or court decision (nor or hereinafter existing), regulating or limiting investments by fiduciaries.
- D. To vote in person or by proxy any stocks or securities held and to grant such proxies and powers of attorney to such person or persons as it may deem proper.
- E. To borrow money (from itself individually or from others) upon such terms and conditions as it may determine and to mortgage and pledge assets of the trust estate as security for repayment thereof.

- F. Whenever required or permitted to divide and distribute the trust estate created hereunder, to make such division or distribution in money or in kind, or partly in each; and to exercise all powers herein conferred, after the termination of any trust until the same is fully distributed.

ARTICLE THREE

The Settlor or any other person may, at any time and from time to time, add cash, securities or other property to the corpus of the trust estate herein created either by deed, gift, will or otherwise, with the consent of the Trustees. Any additions to the trust estate shall be held, administered and distributed as an integral part of the corpus thereof in accordance with all of the terms and provisions of this Agreement.

ARTICLE FOUR

This Agreement is hereby declared to be irrevocable and the Settlor shall have no right to alter or amend the same in any respect or particular.

ARTICLE FIVE

This Agreement shall be construed and regulated in all respects by the laws of the State of Alabama.

ARTICLE SIX

The Trustee hereby accepts the trust herein created.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written,

Witness:

Pete Thomas

Carol Harris

Witness:

Pete Thomas

Carol Harris

Melina Fiorella
Melina Fiorella, Settlor

Sam A. Fiorella
Sam A. Fiorella, Trustee

EXHIBIT "A"

Lots 9 and 10 according to the J. H. Barker Survey of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 1, Tp. 20 South, Range 3 West, being more particularly described as follows: A part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 6, Tp 20, Range 2 West described as follows: Commence at the SE corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$, run thence West along the South line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ 598.18 feet; run thence 28 deg. 31 min. to the right a distance of 798.36 feet to the East right of way line of the Montgomery Highway as located in the year 1928; run thence in a Northeasterly direction along the East line of said Highway 262.21 feet to a point; from said point continue in a Northeast direction along the East line of said highway right of way for 274.54 feet; run thence in a Southeasterly direction to a point on the East line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ which said point is 320.73 feet North of the SE corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$; run thence South along the East line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 320.73 feet to point of beginning. Except Highway right of way.

A tract of land described as beginning at a point North 34 deg. West 2.91 chains from the SW corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20, Range 2 West at a stake on the East side of the Birmingham-Montgomery Highway right of way; thence North 29 deg. East along the East side of said Highway right of way 3.19 chains; thence South 64 deg. East 12.27 chains to a stake on the line between the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20, Range 2 West; thence West along said forty acre line to the NE corner of a triangular lot formerly owned by Mrs. C. Allie, 7.50 chains; thence North 64 deg. West 6.25 chains to the point of beginning; and being in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20, Range 2 West, and a part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 1, Township 20, Range 3 West.

SUBJECT TO Right of way to Shelby County recorded in Deed Book 104, page 76; transmission line permits to Alabama Power Company recorded in Deed Book 101, page 508; in Deed Book 101, page 555; in Deed Book 170, page 288; Easement to Postal Telegraph Cable Company recorded in Deed Book 80, page 40; all recorded in Probate Office of Shelby County, Alabama.

All that part of old U.S. 31 Highway lying east of the East one hundred foot (100') right of way line of the new U.S. 31 Four-lane Highway, constructed as Project FI 99 (6), and lying between Stations 501+87.5 and 508+96 of said project.

Said quit claimed old right of way is lying in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 1, Township 20 South, Range 3 West and the NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 6, Township 20 South, Range 2 West.

Melina Fiorella
Melina Fiorella

March 6, 1973

05/07/1986-14852
11:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
22.00

Inst. # 1996-14852