This Instrument Prepared by Grant Dunnam P.O. Box 416 McCalla,Al 35111 Send Tax Notice To:
The 129 Glen Abbey Way
Trust,
Howard Grant Dumnam Jr.
As Trustee,
P.O. Box 416
McCalla, Al 35111

## WARRANTY DEED TO TRUSTEE

STATE OF ALABAMA COUNTY OF SHELBY

03/01/2000-06447 11:57 AM CERTIFIED SHELBY COUNTY JUDGE DE PROBATE 12.00

## KNOWN ALL MEN BY THESE PRESENTS

## HOWARD GRANT DUNNAM JR., AS TRUSTEE

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

THE 129 GLEN ABBEY WAY TRUST, HOWARD GRANT DUNNAM JR.,
NOT PERSONALLY, AS TRUSTEE

as, Trustee and not personally under the provisions of a Trust Agreement dated the <u>iThday of NOVEMBER 1999</u>, known as THE 129 GLEN ABBEY WAY TRUST, the following described real estate, situated in:

SHELBY COUNTY, ALABAMA. to-wit: LOT 81, ACCORDING TO THE SURVEY OF WEATHERLY GLEN ABBEY, SECTOR 12, PHASE 2 AS RECORDED IN MAP BOOK 19, PAGE 163, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

TO HAVE AND TO HOLD the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust agreement set forth.

FULL power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof. and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate. to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part, from time to time, in possession or reversion by lease to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time, to renew or extend leases upon any terms and for any period or periods of time, and to amend, change to modify the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and contract respecting the manner of fixing the amount of future renters, to partition or to exchange the said property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning

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the same to deal with same, whether similar to or different from the ways above specified, at any time or times hereafter.

IN NO CASE shall any party dealing with the said Trustee in relation to said premises. to whom said premises or any party thereof shall be conveyed, contracted to be sold, leased or mortgage by said Trustee, be obliged to see the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see the terms of this Trust have been complied with, or be obliged to inquire into the necessity or expediency or any act of said Trustee, or be obliged or privileged to inquire into any terms of said Trust Agreement, and every deed, mortgage, lease, or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the same time of delivery thereof, the Trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance with the Trust's constitutions and limitations contained herein and in said Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, and (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage and other instrument.

THE INTEREST of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have title or interest legal or equitable. in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land and will defend the same against the lawful claims of all persons whomsoever, and that the said land is free of all encumbrances, except taxed accruing subsequent to December 31.1998.

IN WITNESS WHEREOF, the said grantor has hereunto set their hands and seals this i ST day of MARCH, 2000.

Howard Grant Dunnam Jr.

STATE OF ALABAMA COUNTY OF SHELBY

Before me personally the individuals above-written to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledge to and before me the he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 151 day of March 2000.

My Commission Expires:

Jet 3001

NOTARY PUBLIC

Inst. # 2000-06447

03/01/2000-06447 11:57 AM CERTIFIED SHELBY IDENTY BURGE OF PROBATE

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