

This Instrument Prepared By  
RICHARD N. SHERRILL  
CLARK, PARTINGTON, HART,  
LARRY, BOND & STACKHOUSE  
Suite 800, 125 West Romana Street  
Post Office Drawer 13010  
Pensacola, Florida 32591-3010

CPH file# 050448  
Rec. fee: \$14.00  
Doc. stamps: \$246.00  
Total: \$260.00

  
20070522000236430 1/2 \$262.00  
Shelby Cnty Judge of Probate, AL  
05/22/2007 09:20:13AM FILED/CERT

### **WARRANTY DEED TO TRUSTEE**

KNOW ALL MEN BY THESE PRESENTS that MICHEL S. LONG and TERESA M. LONG (hereinafter referred to as "Grantors"), for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations in hand paid, grant, bargain, sell, alienate, remise, release, convey and confirm an **undivided one-half (1/2) interest** unto MICHEL S. LONG as Trustee of the Revocable Trust Agreement of MICHEL S. LONG dated the 4<sup>th</sup> day of May, 2005 (hereinafter referred to as "Grantee"), whose mailing address is 321 Stillwater Cove, Destin, FL 32541; and an **undivided one-half (1/2) interest** unto TERESA M. LONG as Trustee of the Revocable Trust Agreement of TERESA M. LONG dated the 4<sup>th</sup> day of May, 2005, (hereinafter referred to as "Grantee"), whose mailing address is 321 Stillwater Cove, Destin, Florida 32541, and the successors and assigns of Grantees, forever, the following described real property (hereinafter referred to as the "Property") **which is not the homestead of the Grantor**, situate, lying and being in the County of Shelby and State of Alabama, being more properly described as follows:

Lot 3, Block 1, according to the amended map of Southlake Crest, 2<sup>nd</sup> Sector, as recorded in Map Book 19, Page 14, in the office of the Judge of Probate of Shelby County, Alabama.

Subject to taxes for the current year and subsequent years; zoning, restrictions, prohibitions, and other requirements of record or imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any; all of which are not hereby re-imposed.

TO HAVE AND TO HOLD the Property in fee simple upon the trust and for the uses and purposes herein and as set forth in said trust agreement.

The powers of the Trustee and all Successor Trustees shall extend to any and all rights which the Grantor possesses in the above described real property; any deed, mortgage, or other instrument executed by the Trustee shall convey all rights or interests of the Grantor including homestead; and the Trustee is appointed as the attorney-in-fact for the Grantor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantor.

In the event that the present Trustee cannot continue to serve as Trustee, the Successor Trustee shall be the person or corporate entity nominated by the Trust Agreement.

All Successor Trustees are hereby granted the same powers with respect to the real property described above as are granted to the Trustee in this deed.

Any person dealing with the Trustee shall deal with the Trustee in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior Trustee sworn to or acknowledged before a notary public.
- B. A certified death certificate of the prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incapacitated, or removing the Trustee for any reason.
- D. The written certificates of two physicians currently practicing medicine that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of handling the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantor sworn to or acknowledged before a notary public; this right being reserved to the Grantor.
- F. A conveyance from the prior Trustee to the Successor Trustee.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances; except taxes accruing subsequent to the end of the prior year.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal this 24<sup>th</sup> day of Feb, 2006.

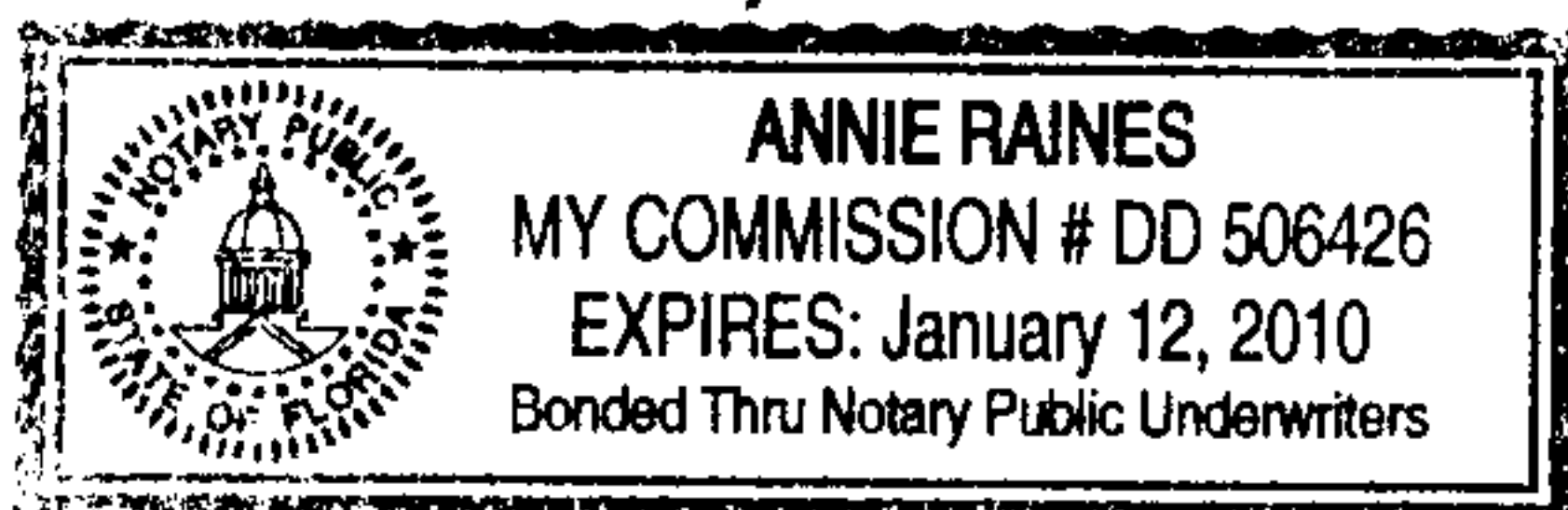
Michel S. Long  
MICHEL S. LONG

STATE OF FLORIDA

COUNTY OF OKALOOSA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHEL S. LONG, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24<sup>th</sup> day of FEBRUARY, 2006.



[Notarial Seal]

Annie Raines  
Notary Public  
My Commission expires: 1-12-10

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal this 24<sup>th</sup> day of February, 2006.

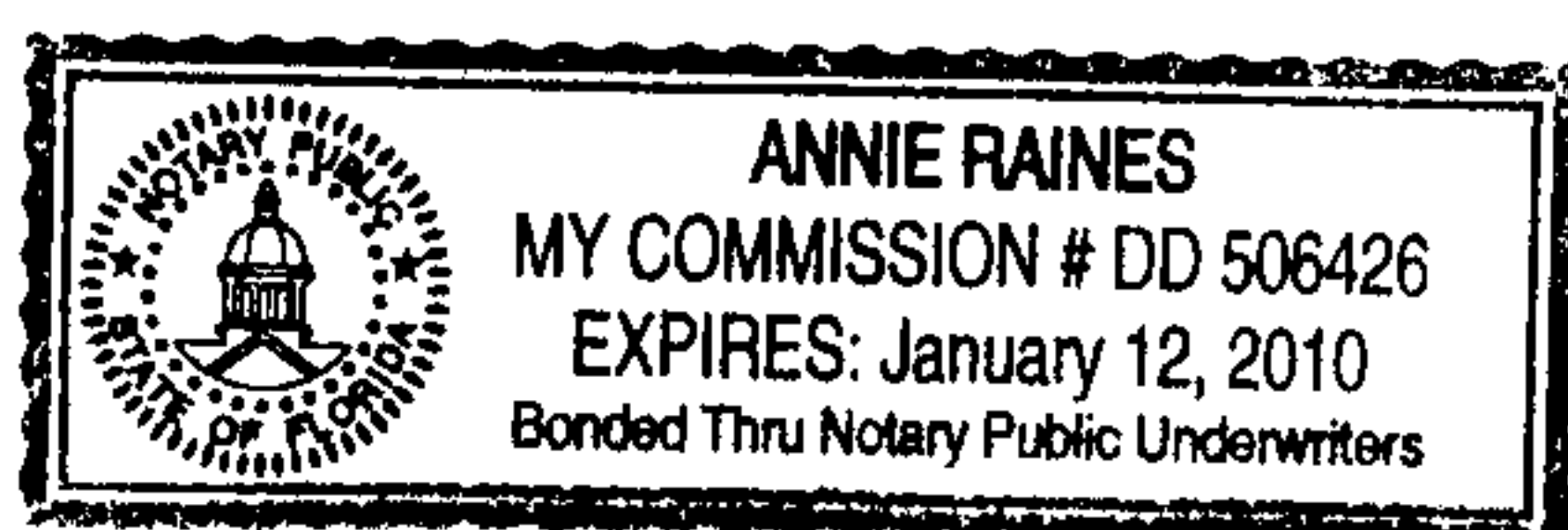
Teresa M. Long  
TERESA M. LONG

STATE OF FLORIDA

COUNTY OF Okaloosa

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that TERESA M. LONG, 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 24<sup>th</sup> day of FEBRUARY, 2006.



[Notarial Seal]

Annie Raines  
Notary Public  
My Commission expires: 1-12-10

**This Warranty Deed to Trustee has been prepared at the Grantor's request without survey, examination or legal opinion of title.**

AG095975

Shelby County, AL 05/22/2007  
State of Alabama

Deed Tax: \$246.00