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Shelby Cnty Judge of Probate, AL
04/13/2010 03:49:18 PM FILED/CERT

CERTIFICATE / AFFIDAVIT OF TRUST

STATE OF ALABAMA

COUNTY OF Shelby

BEFORE ME, the undersigned authority, on this day personally appeared Shannon Kilgore, who being first duly sworn, deposes and says that:

1. The following Trust is the subject of this Certificate and Affidavit:

The Kilgore 5225 Meadow Garden Lane Trust, CREATED: 03/30/2010.

The Settlor of

the Trust (Party that deeded the property to the Trust) is Melody Day Kilgore.

2. The title to the trust is vested as follows: S.K. Properties LLC, Trustee for the Kilgore 5225 Meadow Garden Lane.

3. The legal description of the real estate held by the Trust is: Lot 33, Block 1, according to the Survey of Sunny Meadows, Phase Two, as recorded Book 8, Page 19 A & B in the Probate Office of Shelby County, Alabama.

4. The Trust mailing address is 5225 Meadow Garden Lane Birmingham. AL 35242.

5. The Trust is currently in full force and effect. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification of trust to be incorrect.

6. The Trustee(s) powers, duties and responsibilities are as per the Declaration of Trust and Land Trust Agreement dated the March 30, 2010, and the subsequent public records deed filing which shows the Trustee name.

7. The Trust is revocable by the Beneficiary.

8. The taxpayer identification number for this Trust is applied for.

9. The signatories hereof are currently the acting Trustee of the Trust named herein.

10. The signatories hereof have been granted full power and authority under the Trust provisions to take the following action(s), to wit: To purchase, improve, subdivide, manage and protect said real estate or any part thereof: to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired: to contract: to: renovate, to repair, to sell: to grant options to purchase, to sell on any terms; to take back, foreclose and release mortgages; to convey either with or without consideration, to carry back financing: to convey said real estate or any part thereof to a successor or successors in trust, all of the title, estate, powers and authorities vested in said Trustee: to donate, dedicate, mortgage, pledge as collateral or otherwise encumber said real estate, or any part thereof, from time to time to contract to lease, or if required, to hire management for said real estate, or any part thereof, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon terms and for any period or periods of time

part thereof in all other ways and for other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter, including filing lawsuits and hiring counsel.

11. **In no case** shall any party dealing with Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease, management agreement or other instrument executed by Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in said Declaration of Trust and Land Trust Agreement and binding upon all beneficiaries thereunder, (c) that Trustee is duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, management agreement or other instrument, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the said predecessor in trust, and (e) Trustee is prohibited under the terms of the aforesaid Trust Agreement to reveal the terms and conditions of said Trust Agreement or the records of the Trust without express written authorization from the holder(s) of the power of direction of the Trust.
12. **Any contract**, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the Trustee in the name of the then beneficiaries under said Trust Agreement, as their attorney in fact, hereby irrevocably appointed for such purpose, or, at the election of Trustee, in its own name as Trustee of an express trust and not individually and the Trustee has no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and all persons and corporations whomsoever shall be charged with notice of this condition from the date of the filing for record of this affidavitt. Any litigation arising in connection with the Trust document shall be adjudicated under the laws of the State of Alabama. In the event any portion of the said Trust Agreement shall be found to be not supportable under Alabama Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party which may become law shall be binding on both parties as if included therein.
13. **The interest** of each and every beneficiary under the Declaration of Trust and Land Trust Agreement hereinbefore referred to 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, and no beneficiary has any 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.

14. **The following individual(s) are duly appointed as the Successor Trustee(s) with the same powers as stated herein:**

NONE

15. **The signatory(ies) hereof declare that the foregoing statements are true and correct, under penalty of perjury.**

FURTHER AFFIANT(S) SAYETH NOT.

Signed, sealed and delivered in the presence of:

Willa Y. Jackson (Seal) [Signature] (Seal)
UNOFFICIAL WITNESS AFFIANT/TRUSTEE/EXECUTOR:



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Sworn to and described before me this 30 day of March, 2010.

[Signature]
NOTARY PUBLIC

My Commission Expires:

CATHY B. DICKSON
Notary Public, State of Alabama
Alabama State at Large
My Commission Expires
2/2/2010