

ASSESSED VALUE  
18,640

40 All

## WARRANTY DEED

THIS WARRANTY DEED made on MAY 12, 2011, by and between:

GINA D. MCINTOSH,  
A Single Woman,  
(hereinafter referred to as Grantor);

**AND**

### GRANTEES:

WILLARD A. MCINTOSH, JR. and PATRICIA M. MCINTOSH, Trustees or their successors in trust under the  
MCINTOSH LIVING TRUST dated February 2, 2010

Whose physical address is:  
121 BONHAM LANE  
FAIRHOPE, ALABAMA 36532  
(hereinafter referred to as Grantees).

WITNESSETH: That the Grantor, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantees, the following described land situated and lying and being in the County of SHELBY, State of ALABAMA, to wit:

**LOT 38, ACCORDING TO THE AMENDED MAP OF SUGAR OAKS AS RECORDED IN MAP BOOK 16, PAGE 126, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SAID REAL PROPERTY HAVING A PHYSICAL ADDRESS OF 111 SUGAR DRIVE, PELHAM, ALABAMA 35124.**

THIS CONVEYANCE IS MADE SUBJECT TO all easements, setback line requirements, reservations, liens, encumbrances and restrictions, including but not limited to any Vendors Lien(s), which are of public record in the Office of the Judge of Probate of county in which said property is located.

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

TO HAVE AND TO HOLD, the same in fee simple forever.



20111215000379480 1/4 \$33.00  
Shelby Cnty Judge of Probate, AL  
12/15/2011 10:46:08 AM FILED/CERT

**INFORMATION RELATED TO THE MCINTOSH LIVING TRUST THAT IS THE GRANTEE  
UNDER THE TERMS OF THIS DEED**

The undersigned WILLARD A. MCINTOSH, JR. and PATRICIA M. MCINTOSH, as the Trustors and Trustees of the subject Trust which is the Grantee under the terms of this Deed, hereby certify:

We shall serve as the Initial Trustees. If for any reason either of us is unwilling or unable to serve as Trustee, then the other of us shall serve as the sole Trustee. If, for any reason, neither of us is able and willing to serve as Trustee, then the following Successor Trustee(s) shall serve, in the order listed:

TRACY MCINTOSH HIRSH  
AND, IF SHE IS UNABLE OR UNWILLING TO SERVE, THEN  
WENDY M. MCINTOSH  
AND, IF SHE IS UNABLE OR UNWILLING TO SERVE, THEN  
GINA D. MCINTOSH

Unless otherwise specified, if Co-Trustees are serving as Successor Trustee, the next following Successor Trustee shall serve only after all the Co-Trustees are unwilling or unable to serve as Successor Trustee.

Our Trust is a grantor trust under the provisions of Sections 673-677 of the United States Internal Revenue Code. Either WILLARD A. MCINTOSH, JR.'s Social Security Number or PATRICIA M. MCINTOSH's Social Security Number may be used as the tax identification number for said Trust.


When either one of us is serving as Trustee under the terms of this trust, either one of us may conduct business and act on behalf of our trust without the consent, approval, or co-signature of any other Trustee or beneficiary. Either one of us may: Buy or sell assets for or on behalf of us and/or our trust; make investments for or on behalf of us and/or our trust; conduct any and all banking activities on behalf of us and/or our trust; participate in any and all business activities on behalf of us and/or our trust; manage securities (including but not limited to buying, selling and/or trading securities) on behalf of us and/or our trust; sell, purchase, rent, lease or otherwise deal with real estate on behalf of us and/or our trust; to borrow, mortgage and/or take loans on behalf of us and/or our trust; and to exercise any and all other powers accorded to a Trustee of a Trust under applicable state law.

Our Trustees under our Trust Agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in our Trust name. Our Trustees shall have full banking powers, including the power to open, close, or modify accounts or other banking arrangements, including, but not limited to, safe deposit boxes, savings, checking, and CD accounts. Further and separately, our Trustees are empowered to exercise any and all other powers accorded to a Trustee of a Trust under applicable state law.

No person or entity paying money to or delivering property to our Trustees shall be required to see to its application. All persons relying on this document regarding our Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

THE GRANTOR herein grants full power and authority by this deed to the Trustees, and any and all Trustees, and all successor Trustees of such Grantee Trust to protect, conserve, sell, lease, pledge, mortgage, borrow against, encumber, convey, transfer or otherwise manage and dispose of all or any portion of the property herein described, or any interest therein, without the consent or approval of any other party and without further proof of such authority.

No person or entity paying money to or delivering property to any Trustee or successor trustee shall be required to see to its application; all persons or entities relying in good faith on this deed and the powers contained herein regarding the Trustees (or successor trustees) of the Grantee Trust and their powers over the property herein conveyed shall be held harmless from any resulting loss or liability from such good faith reliance.

  
20111215000379480 2/4 \$33.00  
Shelby Cnty Judge of Probate, AL  
12/15/2011 10:46:08 AM FILED/CERT



The GRANTOR, individually and on behalf of the Grantor's heirs, executors, personal representatives, assigns, legatees, and successors in interest of said Grantor, covenants with the said GRANTEEES (including said Grantees' Trustees, beneficiaries, heirs, executors, personal representatives, assigns, legatees, and successors in interest) that said GRANTOR is lawfully seized in fee simple of said premises; that said real property (as set forth above) is free from all encumbrances, unless otherwise noted above; that said GRANTOR has a good right to sell and convey the above described real property; that said GRANTOR does and will, on behalf of said GRANTOR'S heirs, executors, personal representatives, assigns, legatees, and successors in interest of said Grantor warrant and defend the same to the said GRANTEEES, (including said Grantees' Trustees, beneficiaries, heirs, executors, personal representatives, assigns, legatees, and successors in interest) now and forever, against the lawful claims of all persons.


The GRANTEE TRUST contains the following language which addresses homestead exemption requirements of Alabama law:

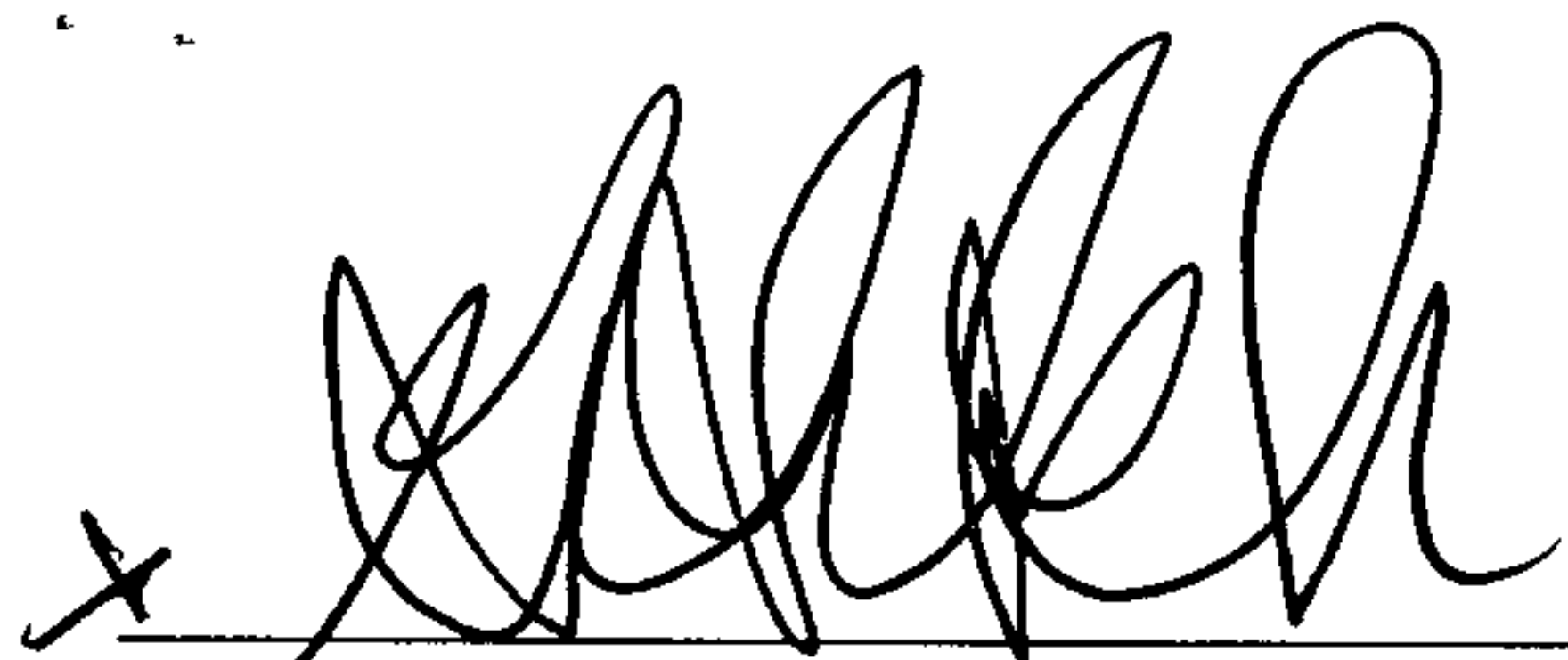
*Each Trustor reserves the right of the possession, use and occupancy during each Trustor's life, for Homestead Tax Exemption purposes, of any real property used by each Trustor as a principal residence, whether or not title to such realty has been transferred to this Trust. Each Trustor and any member of a Trustor's family to whom a Trustor has granted the use of the residence for personal occupancy after a Trustor's death, shall have the power in all events to instruct the Trustee to sell the residence then currently held and reinvest the proceeds, increased by available Trust assets, in a replacement residence to be used by a Trustor or a Trustor's designated family member or members. The current residence and any replacement shall remain a part of our Trust Estate.*

*Furthermore, the Trustors reserve the right to reside upon any real property placed in this trust as the Trustors' permanent residence during the Trustors' life, it being the intent of this provision to retain for the Trustors the requisite beneficial interest and possessory right in and to such real property to comply with the common law and all applicable statutes such that said beneficiary interest and possessory right constitute in all respects, "equitable title to real estate". Notwithstanding anything contained in this Trust inconsistent with this provision, the Trustor's interest in any real property in which the Trustors reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personally (or personalty) and shall be homestead of the Trustors.*

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this MAY 12, 2011, and such deed was executed in the presence of two witness, C. Gary Hicks and Susan O. Cumpston, and the Grantors and the witnesses executed this deed in the presence of one another and in the presence of the undersigned Notary Public.

*THE PREPARER OF THIS INSTRUMENT HAS NOT REVIEWED THE STATUS OF THE TITLE TO THIS PROPERTY AND HAS ACTED SOLELY AS THE DRAFTER OF THIS INSTRUMENT.*

  
20111215000379480 3/4 \$33.00  
Shelby Cnty Judge of Probate, AL  
12/15/2011 10:46:08 AM FILED/CERT



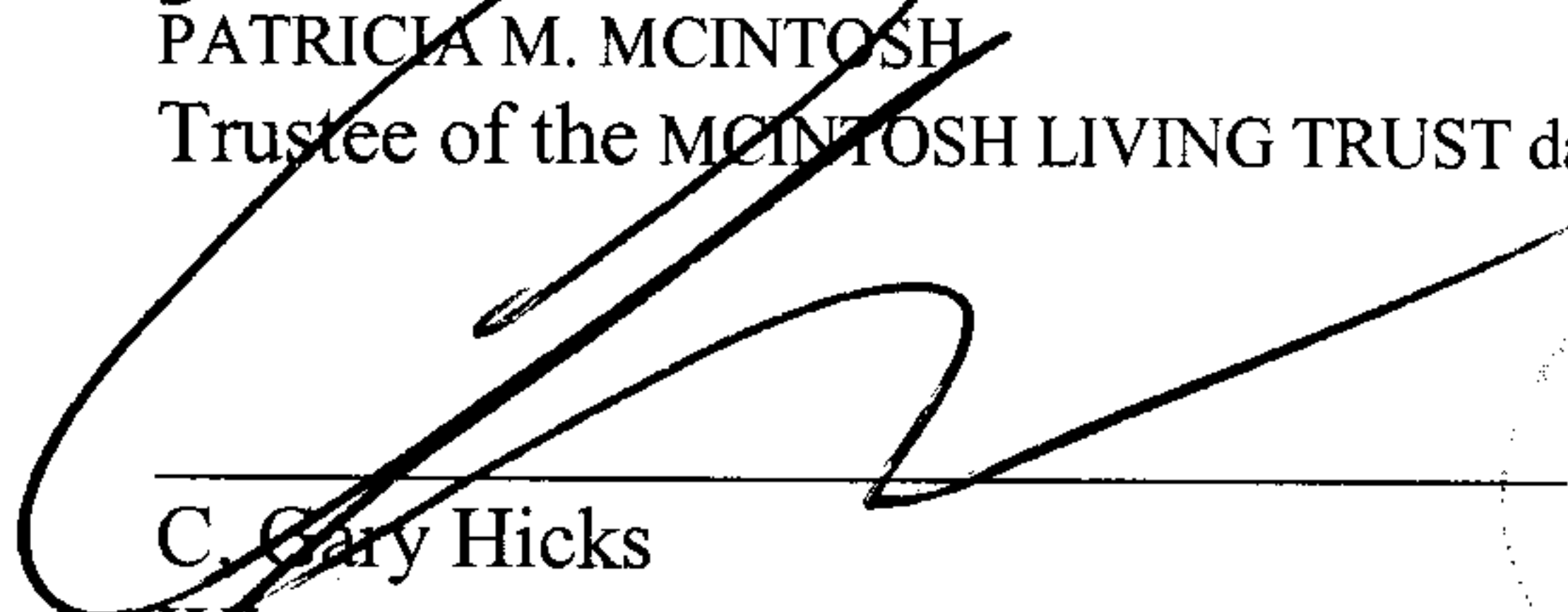
GINA D. MCINTOSH  
Grantor



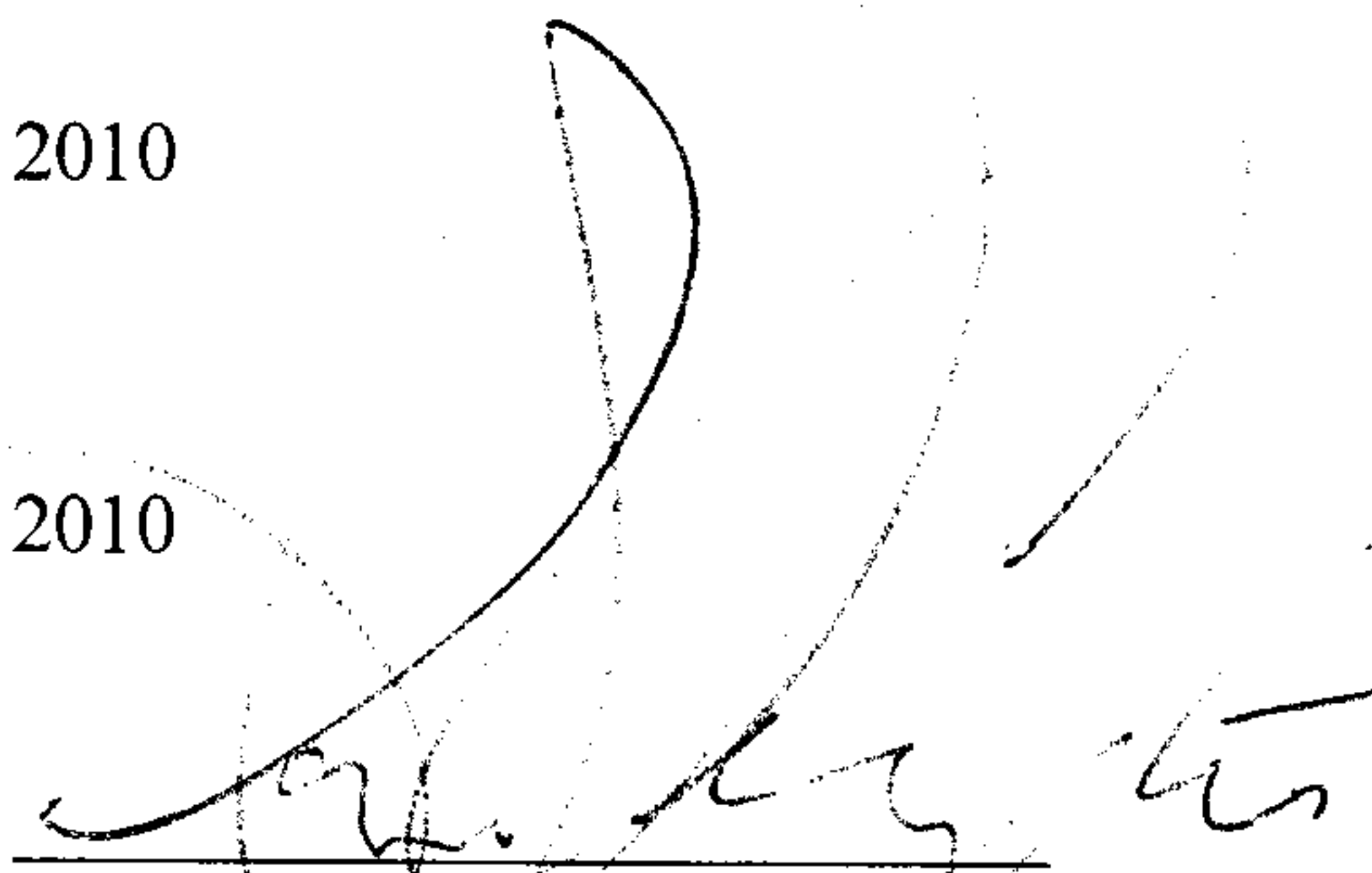
WILLARD A. MCINTOSH, JR.  
Trustee of the MCINTOSH LIVING TRUST dated February 2, 2010



PATRICIA M. MCINTOSH  
Trustee of the MCINTOSH LIVING TRUST dated February 2, 2010



C. Gary Hicks  
Witness  
3523 Montlimar Plaza Drive  
Mobile, Alabama 36609  
(251) 342-8188



Susan O. Cumpton  
Witness  
3523 Montlimar Plaza Drive  
Mobile, Alabama 36609  
(251) 342-8188

STATE OF ALABAMA )  
COUNTY OF MOBILE )

I, the undersigned NOTARY PUBLIC, in and for said County and State, HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLARD A. MCINTOSH and PATRICIA M. MCINTOSH, Grantors, who are personally known to me, and, WILLARD A. MCINTOSH, JR. and PATRICIA M. MCINTOSH, who are personally known to me, and, C. Gary Hicks and Susan O. Cumpton, acting as witnesses (both of whom are personally known to me), and each of them executed the foregoing instrument, and acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESSES by hand and official seal this on MAY 12, 2011.

  
NOTARY PUBLIC  
STATE OF ALABAMA

This Instrument was prepared by:  
The Law Firm of Ryan Hicks Cumpton & Cumpton, LLP  
3523 Montlimar Plaza Drive  
Mobile, Alabama 36609  
(251) 342-8188

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 22, 2016  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 22, 2016  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Shelby County, AL 12/15/2011  
State of Alabama  
Deed Tax: \$11.00



20111215000379480 4/4 \$33.00  
Shelby Cnty Judge of Probate, AL  
12/15/2011 10:46:08 AM FILED/CERT