



20130801000312500 1/5 \$135.00
Shelby Cnty Judge of Probate, AL
08/01/2013 09:47:38 AM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:
R. Link Loegler.
Leitman, Siegal, Payne & Campbell, P.C.
420 North 20th Street, Suite 2000
Birmingham, AL 35203
(205) 251-5900

SEND TAX NOTICE TO:
New North Investments LLC
Attention: Paul Earle
1001 Eagle Club Cove
Birmingham, AL 35242

STATE OF ALABAMA)

SHELBY COUNTY)

STATUTORY WARRANTY DEED

IN CONSIDERATION of One Hundred Nine Thousand and no/100 Dollars (\$109,000.00) and other good and valuable consideration paid to ADAM DARRELL YATES and his wife JENNIFER WATTS YATES, ("Grantors"), by NEW NORTH INVESTMENTS LLC, an Alabama limited liability company ("Grantee"), Grantors do grant, bargain, sell and convey unto Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

UNIT 139, IN CAMBRIAN WOOD CONDOMINIUM, BY-LAWS AND AMENDMENTS THERETO AS ESTABLISHED BY DECLARATION OF CONDOMINIUM, BY-LAWS AND AMENDMENTS THERETO AS RECORDED IN MISC. BOOK 13, PAGE 87, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; AND AMENDED BY MISC BOOK 13, PAGE 2, MISC. BOOK 13, PAGE 4 AND MISC. BOOK 13, PAGE 344 AND MISC. BOOK 52, PAGE 318, IN THE PROBATE OFFICE, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION OF CONDOMINIUM, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF CAMBRIAN WOOD CONDOMINIUM AS RECORDED IN MAP BOOK 6, PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO: (a) Taxes or assessments for 2013 and subsequent years not yet due and payable; and
(b) Matters lawfully recorded in the Probate Office of Shelby County, Alabama.

JENNIFER WATTS YATES is one and same as JENNIFER C. WATTS

TO HAVE AND TO HOLD to said Grantee its successors and assigns forever.

[Intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Grantors have caused this deed to be executed this the 31 day of July, 2013.

Jennifer Watts Yates (L.S.) By: Jennifer Watts Yates
Jennifer Watts Yates Jennifer Watts Yates as Attorney in Fact for Adam Darrell Yates.
Power of Attorney attached as Exhibit "A".

STATE OF ALABAMA
Jefferson COUNTY

I, Shelley Leopard, Notary Public for the State of Alabama, do hereby certify that JENNIFER WATTS YATES, whose name is signed to the foregoing deed, and who is known by me, acknowledged before me on this day that, being informed of the contents of said deed, she executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 31 day of July, 2013.
Shelley Leopard
Notary Public

STATE OF ALABAMA
Jefferson COUNTY

I, Shelley Leopard, Notary Public for the State of Alabama, do hereby certify that JENNIFER WATTS YATES, whose name as Attorney in Fact for ADAM D. YATES, is signed to the foregoing deed, and who is known by me, acknowledged before me on this day that, being informed of the contents of said deed, she in her capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 31 day of July, 2013.
Shelley Leopard
Notary Public

20130801000312500 2/5 \$135.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

GENERAL POWER OF ATTORNEY

PREAMBLE: This is a **MILITARY POWER OF ATTORNEY** prepared pursuant to Title 10, United States Code, § 1044b, and executed by a person authorized to receive legal assistance from the military services. Federal law exempts this power of attorney from any requirement of form, substance, formality, or recording that is prescribed for powers of attorney by the laws of a state, the District of Columbia, or a territory, commonwealth, or possession of the United States. Federal law specifies that this power of attorney shall be given the same legal effect as a power of attorney prepared and executed in accordance with the laws of the jurisdiction where it is presented.

KNOW ALL PERSONS BY THESE PRESENTS: That I, Adam Darrell Yates currently residing at USS HARRY S. TRUMAN by this document do make and appoint Jennifer Watts Yates whose address is 8150 North View Boulevard, Norfolk, VA 23518 as my true and lawful Attorney-in-Fact, GRANTING unto my said Attorney full power to do and perform all acts whatsoever concerning my property and personal affairs necessary as I might do or could do if personally present, including but not limited to:

1. REAL PROPERTY TRANSACTIONS: (a) To buy, contract to buy, receive, lease or otherwise acquire real estate or any options therein or interest therein; (b) to sell, contract to sell, mortgage, lease, grant options to purchase or otherwise dispose of any or all real estate in which I now have or may hereafter acquire any right, title, or interest; to sign, execute, acknowledge and deliver any and all instruments as may be necessary or convenient; including such terms and conditions and such warranties and covenants, if any as my Attorney-in-Fact shall deem advisable; (c) to arrange, repair, alter or improve any real estate or structure therein owned by me in whole or in part, and to protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession thereof and the removal of tenants or other persons, animals or objects therefrom.

2. PERSONAL PROPERTY TRANSACTIONS: (a) To buy, sell, lease, contract for the repair of, and in any manner deal with any and all personal property tangible or intangible which I may own or which I now have or hereafter may acquire any right, title or interest; (b) to execute and deliver to the proper authority any and all documents necessary to effect the proper registration and licensing of any automobiles in which I now or may hereafter have an interest; (c) to take possession and order the removal and shipment of any of my property from or to any warehouse or other place of storage, safekeeping, or use and to execute and deliver any receipt of other instrument necessary or convenient for such purpose.

3. BUSINESS TRANSACTIONS: To demand, sue for, recover, receive, compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, demands, debts, taxes and any and all other obligations, which may now or hereafter be due, owing or payable by or to me, and to carry on and transact every kind of business on my behalf, including, but not limited to, transactions concerning any and all investments, and to invest and reinvest and exchange investments, and to execute and deliver good and sufficient instruments for the accomplishment thereof, and to act as my attorney or proxy with respect to any stocks, shares, bonds or other investments, rights or interests as I may now or hereafter hold.

4. BANKING TRANSACTIONS: (a) To deposit or withdraw for any purpose in or from any bank or other financial institution, any funds, checks, or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money, to open or close accounts, and to receive statements, vouchers, notices or other documents from any bank or other financial institutions concerning any and all accounts or banking transactions in my name or in which I may have an interest; (b) to have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person, or persons and myself, with full power to use the same for safekeeping any property or papers and to remove therefrom at any time, or from time to time, all or any part of the contents of any such box or vault; (c) to borrow money, including the use of my Veteran's Administration entitlement, and to execute in my name any instrument evidencing indebtedness incurred on my behalf and to extend and renew the same, as well as any indebtedness heretofore incurred by me, for the payment of which I may in any way be liable.

5. TAXES: To file income and all other tax returns and declarations of estimated tax required to be made by me by law to represent and act for me in all tax matters in dispute or litigation, to receive, endorse, and collect checks in settlement of any refund of taxes, to file claims for abatement, refund or credit taxes, to make any adjustments or amendments and to sign any and all receipts, waivers, settlements or agreements pertaining to all income or other taxes assessed against me or my property by statute.

6. GOVERNMENT DOCUMENTS, VOUCHERS AND CHECKS: (a) To execute, sign and deliver any and all government reports, applications, requests, vouchers and demands in my behalf, including, but not limited to those for any and all allowances and reimbursements properly payable to me by the United States such as for transportation of dependents or for the shipment of household effects or other property as authorized by law or regulations; (b) to receive, endorse and collect the proceeds of checks payable to my order drawn on the Treasurer of the United States for whatever account.

7. INSURANCE TRANSACTIONS: (a) To pay the premiums on, terminate, or execute any rights on any contract of insurance presently owned by me or hereafter acquired; (b) to procure different or additional contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability or loss; (c) to apply for, and receive any loan on the security of any contract of insurance, to surrender and receive the cash surrender value, to exercise any election or conversion rights, and to demand, receive or obtain any money, dividend, or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or if any one or more of the insurance transactions herein enumerated.

8. PERSONAL TRANSACTIONS: To do all acts necessary for maintaining the customary living standards of my dependents, including by way of illustration but not limitation, provision of such living quarters and their maintenance and operation, food, clothing, medical, surgical and dental care, educational facilities and other incidentals to which my dependents are accustomed.

9. GIFTS: To make gifts, outright or in trust, of my property to or for the benefit of such persons as, in the opinion of my Attorney-in-Fact, would be the donees I might choose, having in mind the resources both public and private, available for my care after the making of such gifts, and having in mind the objective of preserving the largest amount of my property for my family as a whole. I authorize my Attorney-in-Fact to consent to splitting gifts with my spouse, if I am married, so that the annual exclusions, unified credits, and generation-skipping transfer tax exemptions and exclusions of both my spouse and myself may be used. Notwithstanding the foregoing, any gifts that are made to my Attorney-in-Fact, or to the creditors of my Attorney-in-Fact, or to the estate of my Attorney-in-Fact, or to the creditors of the estate of my Attorney-in-Fact, pursuant to the foregoing power in no event shall exceed in aggregate the greater of \$5,000 or five percent of all assets subject to this power in a given calendar year, on a non-cumulative basis.

10. REPRESENTATION AND EMPLOYMENT OF ASSISTANCE: (a) on my behalf and in my name or the name of my attorney-in-fact, to institute, prosecute, appear in, defend, compromise, arbitrate, settle, or dispose of any legal, equitable or administrative hearings, actions, suits, attachments, claims or other proceedings, to which I am or may become a party or in which I have an interest, and to engage and dismiss counsel in connection therewith, authorizing my attorney-in-fact to assert or to waive any or all rights, privileges and defenses available to me under the Soldiers' and Sailors'

Civil Relief Act or other legislation designed for the protection of personnel in the armed forces or their family members: (b) to hire, engage, employ and appoint agents, employees and counsel upon such terms and conditions and at such compensation as my said Attorney-in-Fact shall deem proper in the exercise of the powers herein granted: to dismiss and remove at pleasure any such agents, employees and counsel as well as any agents, employees and counsel heretofore or hereafter employed by me or in my behalf.

11. MISCELLANEOUS: (a) to sign, seal, acknowledge and deliver any instrument necessary to accomplish any of the powers herein granted: (b) to modify, reform, renegotiate or rescind any contract or obligation heretofore or hereafter made by me or in my behalf.

GENERAL PROVISIONS: (a) All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purposes of carrying out any of the foregoing powers shall contain my name, followed by that of my said Attorney-in-Fact and the designation "Attorney-in-Fact." (b) I hereby ratify and confirm all lawful acts done and caused to be done by my said Attorney-in-Fact pursuant to this Power of Attorney. (c) If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself, executors, administrators, heirs and assigns, in consideration of my attorney's willingness to act pursuant to this Power of Attorney, to save and hold my attorney harmless from any loss suffered or any liability incurred by my attorney in so acting after such revocation or termination without notice.

TERMINATION: This power shall remain in full force and effect until 10 June 2014, unless sooner revoked or terminated by me.

Notwithstanding my insertion of a specific expiration date herein, if on the above specified expiration date I shall be, or have been, carried in a military status of "missing", "missing-in-action" or "prisoner of war," then this power of attorney shall automatically remain valid and in full effect until sixty (60) days after I have returned to the United States Military control following termination of such status. This power of attorney shall not be affected by the disability of the principal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this day, 10 June 2013

Adam Darrell Yates LT USAJ
Grantor's Signature

WITNESSED:

NA

NA

NA

NA

PRINT NAME

PRINT NAME

NA

NA

PRINT ADDRESS

PRINT ADDRESS

ACKNOWLEDGEMENT BY NOTARY PUBLIC

STATE OF NA, COUNTY OF NA, ss.

The foregoing instrument was acknowledged before me by NA and the above named two witnesses this NA day of NA. They were all identified by Armed Forces ID Cards.

NA

NA

Print Name
Notary Public

ACKNOWLEDGEMENT BY A PERSON AUTHORIZED TO ACT AS A NOTARY PURSUANT TO TITLE 10 U.S.C. 1044a

With the United States Armed Forces

At USS HARRY S. TRUMAN the foregoing instrument was acknowledged before me by Adam Darrell Yates and the above named two witnesses, this 10th day of June, 2013. They were all identified by Armed Forces ID Cards. I do further certify that I am a person in the service of the U.S. Armed Forces authorized the general powers of a notary public under Title 10 U.S.C. 1044a and JAGMAN Chapter IX.

C. NORMAN BUTON, LNL USN
Print Name, Grade, Armed Force

NO SEAL REQUIRED

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Adam Darrell Yates	Grantee's Name	New North Investments LLC
Mailing Address	Jennifer Watts Yates	Mailing Address	1001 Eagle Club Cove
	139 Cambrian Way		Birmingham, Alabama 35242
	Birmingham, AL 35242		
Property Address	139 Cambrian Way	Date of Sale	July 31, 2013
	Birmingham, Alabama 35242	Total Purchase Price	\$ 109,000.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☐ Other
☒ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

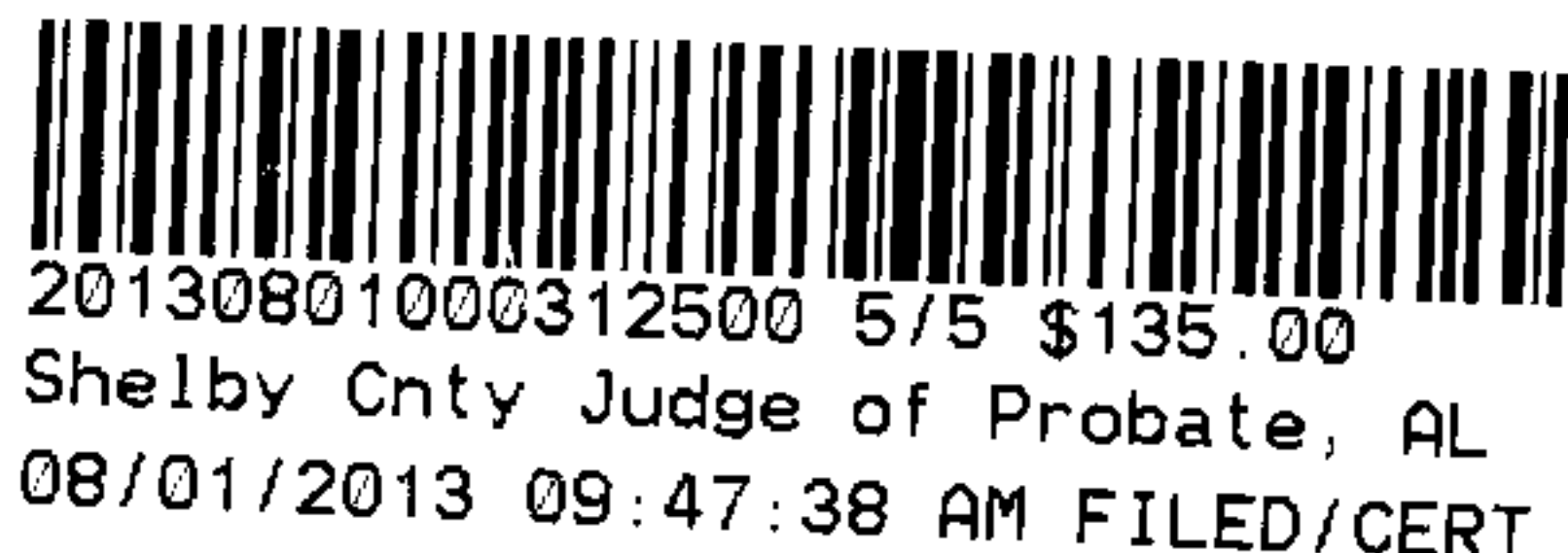
Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: July 31, 2013



Print: Ronald Link Loegler

Sign:

[Signature]
Attorney for Grantee

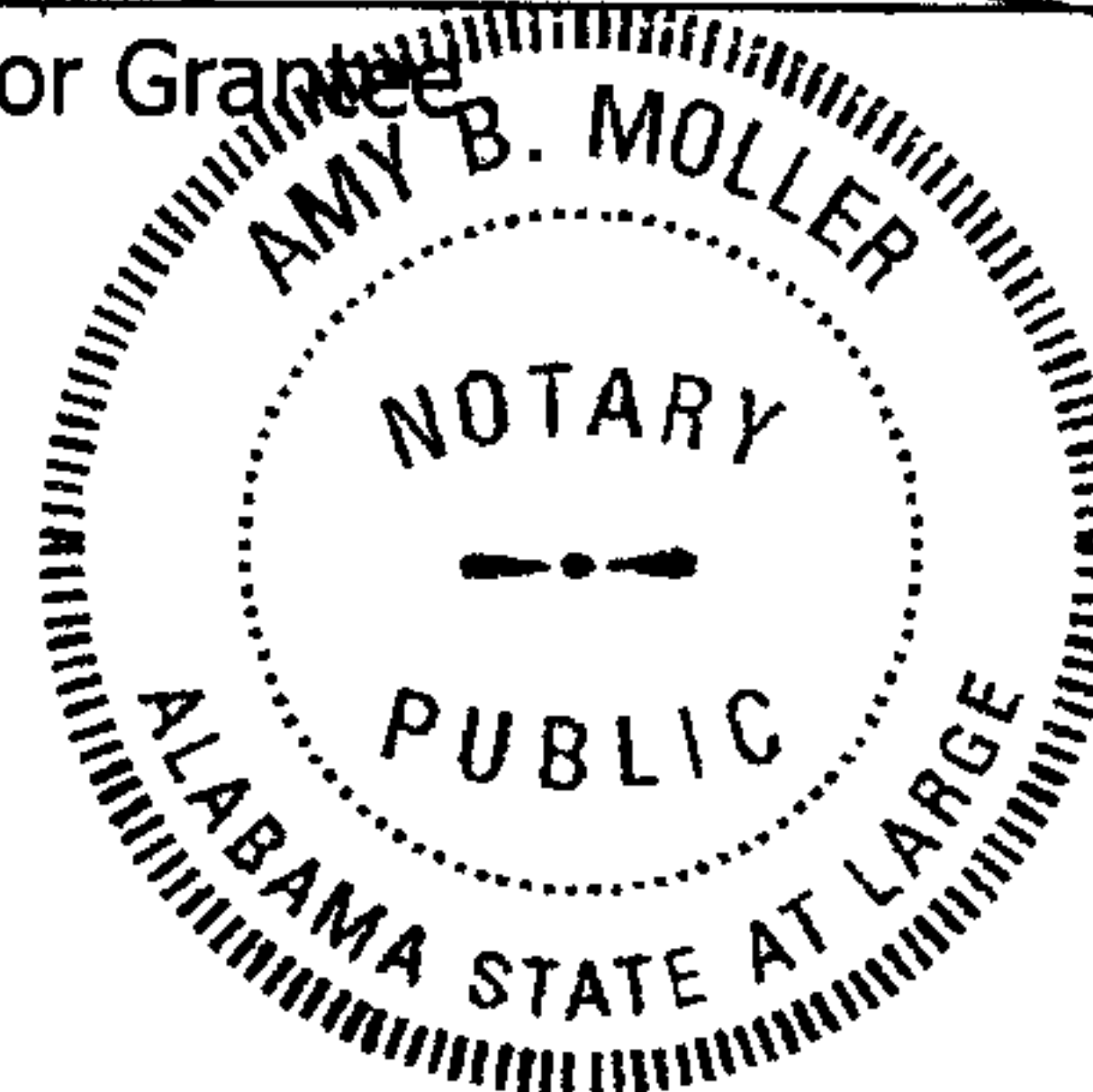
STATE OF ALABAMA

COUNTY OF JEFFERSON

Subscribed, and sworn to before me this 31 day of July, 2013.

Notary Public

My Commission Expires: 12/12/15



Form RT-1