

WARRANTY DEED



20130827000350380 1/9 \$752.00
Shelby Cnty Judge of Probate, AL
08/27/2013 12:35:48 PM FILED/CERT

THIS WARRANTY DEED made on September 1, 2009 by:

GRANTOR(S):
Ralph Mitchell
a/k/a Ralph Mitchell, Jr.

Whose physical address is:
1130 County Road 467
Vincent, Alabama 35178
(hereinafter referred to as Grantors);

AND

GRANTEES:
RALPH MITCHELL and RENEE M. MITCHELL, Trustees or their successors in trust under the
MITCHELL LIVING TRUST dated September 1, 2009

Whose physical address is:
1130 County Road 467
Vincent, Alabama 35178
(hereinafter referred to as Grantees).

WITNESSETH: That the Grantors, 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:

SEE EXHIBITS A-B

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.

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

The undersigned RALPH MITCHELL and RENEE M. MITCHELL, 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:

JOYCE PRICE

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 RALPH MITCHELL's Social Security Number or RENEE M. MITCHELL'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.

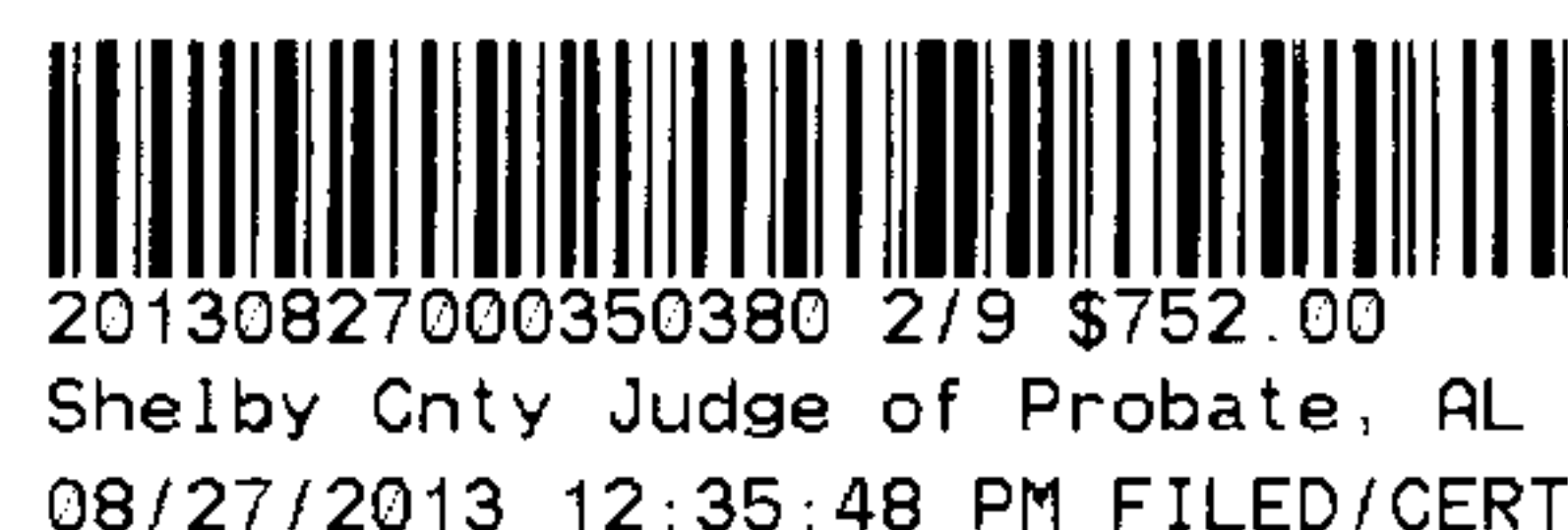
Our Trustees under our Trust Agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in our Trust name. Our Trustees shall have full banking powers, including the power to open, close, or modify accounts or other 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 GRANTORS herein grant 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.

The GRANTORS, individually and on behalf of the Grantors and the heirs, executors, personal representatives, assigns, legatees, and successors in interest of said Grantors, covenant with the said GRANTEES (including said Grantees' Trustees, beneficiaries, heirs, executors, personal representatives, assigns, legatees, and successors in interest) that said GRANTORS are 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 GRANTORS have a good right to sell and convey the above described real property; that said GRANTORS do and will, on behalf of said GRANTORS heirs, executors, personal representatives, assigns, legatees, and successors in interest of said Grantors warrant and defend the same to the said GRANTEES, (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.

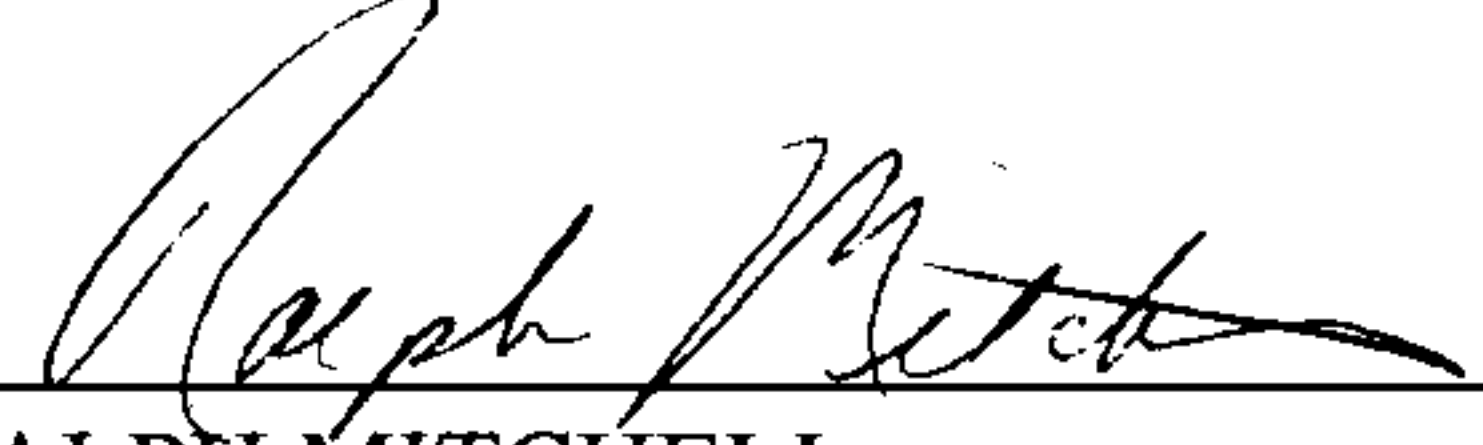
Furthermore, the Trustors reserve the right to reside upon any real property placed in this trust as the Trustors' permanent residence during the Trustors' life, it being the intent of this provision to retain for the Trustors the requisite beneficial interest and possessory right in and to such real 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 September 1, 2009, and such deed was executed in the presence of two witness, C. Gary Hicks and Michael L. Cumpton, and the Grantors and the witnesses executed this deed in the presence of one another and in the presence of the undersigned Notary Public.

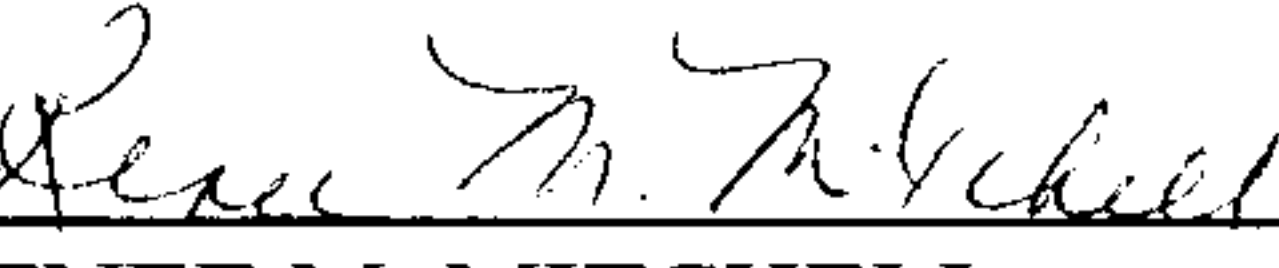
THE PREPARER OF THIS INSTRUMENT HAS NOT REVIEWED THE STATUS OF THE TITLE TO THIS PROPERTY AND HAS ACTED SOLELY AS THE DRAFTER OF THIS INSTRUMENT.



RALPH MITCHELL
Grantor



RALPH MITCHELL
Trustee of the MITCHELL LIVING TRUST dated September 1, 2009



RENEE M. MITCHELL
Trustee of the MITCHELL LIVING TRUST dated September 1, 2009


C. Gary Hicks

Witness

1110 Montlimar Drive, Suite 510
Mobile, Alabama 36609
(251) 342-8188


Michael L. Cumpton

Witness

1110 Montlimar Drive, Suite 510
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 RALPH MITCHELL, Grantor, who is personally known to me, and, RALPH MITCHELL and RENEE M. MITCHELL, who are personally known to me, and, C. Gary Hicks and Michael L. 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.

WITNESS my hand and official seal this on September 1, 2009.


NOTARY PUBLIC,
STATE OF ALABAMA

My Commission
Expires: 10-30-10



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AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

After first being duly sworn, we, RALPH MITCHELL the undersigned GRANTOR, executes this instrument on this September 1, 2009, and I do hereby swear, affirm and declare to the undersigned authority, and to the witnesses present, and to the World, that I sign and execute this WARRANTY DEED and that I sign it willingly, and that I execute it as our free and voluntary act, for the purposes expressed therein. Further and separately, I hereby swear, affirm and declare that I am over the age of nineteen years, and that I am of sound mind, and that I am under no constraint or undue influence. Further and separately, I swear, affirm and declare that I sign this WARRANTY DEED in the presence and hearing of the two witnesses identified below, and in the presence and hearing of the undersigned Notary Public. Further and separately, I swear, affirm and declare that each of the two witnesses sign this instrument in our presence, and in the presence of each other, and in the presence of the Notary Public. Further and separately, I swear, affirm and declare that the Notary Public signs this instrument in my presence, and in the presence of the two identified witnesses.

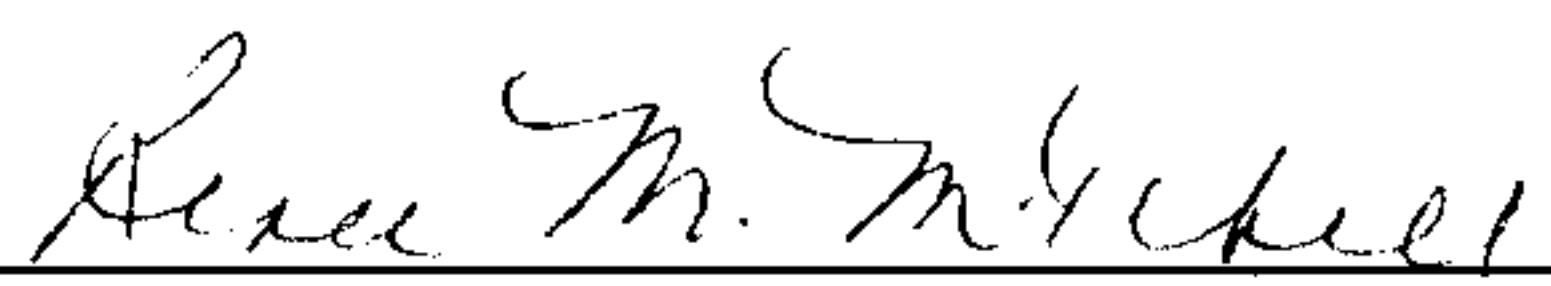


RALPH MITCHELL
Grantor


Further and separately, after first being duly sworn, we, RALPH MITCHELL and RENEE M. MITCHELL, the Trustees of the MITCHELL LIVING TRUST dated September 1, 2009, which is named as the Grantee of such real property under the terms of this WARRANTY DEED, do execute this instrument on this September 1, 2009, and we do hereby swear, affirm and declare to the undersigned authority, and to the witnesses present, and to the World, that we sign and execute this WARRANTY DEED and that we sign it willingly, and that we execute it as our free and voluntary act, for the purposes expressed therein. Further and separately, we hereby swear, affirm and declare that simultaneously with the execution of this deed we, on behalf of said Trust which is the Grantee under the terms of this Warranty Deed, did **TAKE DELIVERY AND POSSESSION** of such real property conveyed by such Warranty Deed. Further and separately, we swear, affirm and declare that we sign this WARRANTY DEED in the presence and hearing of the two witnesses identified below, and in the presence and hearing of the undersigned Notary Public. Further and separately, we swear, affirm and declare that each of the two witnesses sign this instrument in our presence, and in the presence of each other, and in the presence of the Notary Public. Further and separately, we swear, affirm and declare that the Notary Public signs this instrument in our presence, and in the presence of the two identified witnesses.



RALPH MITCHELL
Trustee of the MITCHELL LIVING TRUST dated September 1, 2009



RENEE M. MITCHELL
Trustee of the MITCHELL LIVING TRUST dated September 1, 2009


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Shelby Cnty Judge of Probate, AL
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Further and separately, we, C. Gary Hicks and Michael L. Cumpton the undersigned witnesses, having been duly sworn, declare to the undersigned officer that, on this September 1, 2009, above identified Grantors (who is/are personally known to each of us), in the presence and hearing of each of us (as witnesses), signed this WARRANTY DEED. Further and separately, under oath, we each swear, affirm and declare that each of us (as witnesses) signs this instrument as a witness in the presence and hearing of the Grantors, and in the presence and hearing of each other, and in the presence and hearing of the undersigned Notary Public. Further and separately, we each swear and affirm that the Grantors, to the best of our knowledge, is/are over the age of nineteen years, and are of sound mind, and are under no constraint and is/are not subject to any undue influence. Further and separately, we swear and affirm that we personally observed the Grantors read this instrument, and said Grantors, after reading said instrument, did orally and visibly declare to us that it was his/her/their intent to execute this WARRANTY DEED and that the REAL PROPERTY CONVEYED HEREIN was delivered, simultaneously with the execution of this WARRANTY DEED, to the Grantee.



C. Gary Hicks
Witness

1110 Montlimar Drive, Suite 510
Mobile, Alabama 36609
(251) 342-8188




Michael L. Cumpton
Witness

1110 Montlimar Drive, Suite 510
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 RALPH MITCHELL Grantor, who is personally known to me, and, RALPH MITCHELL and RENEE M. MITCHELL, who are personally known to me, and, C. Gary Hicks and Michael L. 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.

WITNESS my hand and official seal this on September 1, 2009.



NOTARY PUBLIC, *My Commission Expires 10-30-10*
STATE OF ALABAMA

This Instrument was prepared by:
The Law Firm of Ryan Hicks Cumpton & Cumpton, LLP
1110 Montlimar Drive, Suite 510
Mobile, Alabama 36609
(251) 342-8188


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Commence at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 East, Shelby County Alabama, and run in a Southerly direction along the East line of said 1/4 1/4 section a distance of 570.64 feet to a point on the East right-of-way line of Shelby County Highway #467, which point is the point of beginning thence continue in a Southerly direction along the East line of said 1/4 1/4 Section a distance of 769.31 feet on the Southeast corner of said 1/4 1/4 Section; thence turn an interior angle of 89 degrees 02' 40" and run to the right in a Westerly direction along the South line of said 1/4 1/4 section a distance of 469.23 feet to a point on the East right-of-way line of said County Highway #467; thence turn an interior angle of 67 degrees 30' 20" to the tangent of a curve to the right, having a radius of 2520.22 feet, a central angle of 11 degrees 20' 40", and an arc length of 498.98 feet, and run to the right in a Northeasterly direction along the arc of said curve a distance of 498.98 feet to the P.T. of said curve; thence run in a Northeasterly direction along the tangent of the last described curve and along the East right-of-way line of the County Highway a distance of 397.32 feet to the point of beginning of the herein described parcel: containing 4.46 acres, more or less.

It is the intent of the above legal description to describe fully all the land situated East of the Shelby County Road #467 in the SW 1/4 of NE 1/4 of Section 4, Township 19 South Range 2 East, within the City Limits of Vincent, Alabama.

ALSO:

Begin at the SW corner of the SE 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 East and run Northerly along the West line of said 1/4 1/4 Section 767.8 feet to a point in the centerline of old road; thence turn right an angle of 33 deg. 46 min. and run Northeasterly 390.98 feet; thence turn left an angle of 0 deg. 48 min. and run Northeasterly 297.0 feet; thence turn left an angle of 19 deg. 42 min. and run Northeasterly 91.00 feet; thence turn right an angle of 46 deg. 55 min. leaving centerline of old road and run Northeasterly down old fence 688.91 feet; thence turn left an angle of 6 deg. 23 min. and run Northeasterly down said fence 132.77 feet; thence turn left an angle of 13 deg. 26 min. and run Northeasterly down said fence 86.6 feet; thence turn right an angle of 29 deg. 39 min. and Northeasterly down said fence 126.4 feet; thence turn right an angle of 10 deg. 38 min. and run Northeasterly down said fence 137.9 feet; thence turn right an angle of 7 deg. 42 min. and run Easterly down said fence 110.10 feet; thence turn left an angle of 2 deg. 28 min. and run Easterly down said fence 163.8 feet; thence turn left an angle of 29 deg. 21 min. and run Northeasterly down said fence 179.4 feet; thence turn right an angle of 2 deg. 42 min. and run Northeasterly down said fence 166.75 feet; thence turn left an angle of 2 deg. 13 min. and run Northeasterly down said fence 210.20 feet to the West R.O.W. of the Central of Georgia Railroad; thence run Southeasterly down said R.O.W. 2,800 feet, more or less, to the South line of the SE 1/4 of NW 1/4 of Section 3, Township 19 South, Range 2 East; thence run Westerly 3,456.53 feet to point of beginning. Being a part of the E 1/2 of the NE 1/4 of Section 4, and a part of the NW 1/4 of Section 3, Township 19 South, Range 2 East.

Situated in Shelby County, Alabama.

ALSO, an easement ten (10) feet in width for the purpose of ingress and egress beginning at the point of intersection of the West right-of-way line of the Central of Georgia Railroad and the center of Spring Creek, running thence Southeasterly along the West R.O.W. line of said Railroad for 1220 feet, more or less, to the intersection of said West R.O.W. line and a proper line fence. Easement being located in the SW 1/4 of the SW 1/4 of Section 34, Township 18 South, Range 2 East, and the NW 1/4 of the NW 1/4 of Section 3, Township 19 South, Range 2 East, Shelby County, Alabama.

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DEED IN CERTIFICATE

SHelby County, Alabama



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 East and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 East, and that part of E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 East lying West of the county road which runs from Calcis to Shelby County Road No. 83.

Less and except:

Commence at the NW corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 4, Township 19 South, Range 2 East and run South along the West boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 458.0 feet to the point of beginning on the NW 40 foot right of way line of Project CP4-151; thence continue South along said boundary and crossing center line of said project at Station 58+35 a distance of 120.0 feet to a point in the center of present dirt road; thence run Northeasterly along center of said dirt road a distance of 265.0 feet to a point on the SE 40 foot right of way line of said project; thence run Northeasterly along said right of way along a curve to the left (concave Northwesterly) and having a radius of 1949.86 feet, a distance of 735.0 feet to a point in the center of said dirt road; thence run Northwesterly along center of said dirt road a distance of 2292.0 feet to a point on the SW 40 foot right of way line of said project; thence run South 13°08' East along said right of way a distance of 286.0 feet to a point 40.0 feet left of P.T. Station 87+75.0; thence run Southeasterly along said right of way along a curve to the right (concave Southwesterly) and having a radius of 5689.58 feet a distance of 774.55 feet to a point 40.0 feet left of P.C. Station 79+95.0; thence run South 5°20' East along said right of way a distance of 840.7 feet to a point 40.0 feet left of P.T. Station 71+54.3; thence run Southwesterly along said right of way along a curve to the right (concave Northwesterly) and having a radius of 1869.86 feet a distance of 1223.0 feet to the point of beginning.

Situated in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 4, Township 19 South, Range 2 East, Shelby County, Alabama.



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Real Estate Sales Validation Form

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

Grantor's Name

Ralph Mitchell

Mailing Address

1130 Hwy 467
P.O. Box 447
Vincent, AL 35178

Grantee's Name

Mitchell Living Trust

Mailing Address

SAME

Property Address

MULTIPLE

Date of Sale

Total Purchase Price \$

or

Actual Value

\$

or

Assessor's Market Value \$ 713,860

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

☐ Sales Contract

☐ Closing Statement

☐ Appraisal

☐ Other

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

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 _____

Print

Ralph Mitchell

Sign

Ralph Mitchell

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1