


**After Recording Send Tax Notice To:**

Oscar Allen Bailey and  
Shirley Sue Bailey  
P. O. Box 5055  
Westover, AL 35185

  
20131004000400320 1/12 \$473.00  
Shelby Cnty Judge of Probate, AL  
10/04/2013 04:05:07 PM FILED/CERT

**WARRANTY DEED**  
TITLE OF DOCUMENT

Shelby County, AL 10/04/2013  
State of Alabama  
Deed Tax: \$426.00

STATE OF ALABAMA

Know all men by these presents:

SHELBY COUNTY

THAT in consideration of good and valuable consideration to the undersigned grantor, in hand paid by the grantee herein, the receipt and sufficiency whereof is acknowledged, we, **OSCAR ALLEN BAILEY** and wife **SHIRLEY SUE BAILEY** (herein referred to as Grantor), who certify that the property conveyed hereby constitutes our homestead, grant, bargain, sell and convey unto **OSCAR ALLEN BAILEY and SHIRLEY SUE BAILEY, or their successors in trust, Trustees of the OSCAR ALLEN AND SHIRLEY SUE BAILEY TRUST dated September 27, 2013,** (herein referred to as Grantee) the real estate described below situated in Shelby County, Alabama, to wit:

**Parcel 1**

**Beginning at a point on the south side, or boundary of county highway 450 ROW, or approximately 490 feet south on a bearing of S 3 degrees 00 min. E - from the NW corner of the NW 1/4 SW1/4 Section 33 Township 19 Range 1 E; thence, to a point on the south side of the ROW of County highway 450; (and which is the NW corner of described property) Beginning at this corner of further described property; thence, and continuing on a bearing of S 3 Deg 00' E approximately 850 feet to the SW corner of said property, and intersecting the south 1/4 section line of said property; thence, turning easterly, on a bearing of N 87 deg 00' E to the west side or boundary of Shelby county highway 55 ROW; thence, and following the west ROW boundary of county highway 55, northeasterly to a point on the SW intersection of Highway 55 and Highway 450; thence, turning in a southwesterly direction and following the south ROW boundary of Highway 450, to the beginning of described property; and containing 34 -35 acres more or less.**

And being the property devised to O. Allen Bailey (a.k.a Oscar Allen Bailey) and wife, Shirley Sue Bailey by the Last Will and Testament of Ivy S. Evans dated April 24, 2004 and Probated in Shelby County, Alabama as Case # PR-2004-000363.

**Parcel 2**

**Beginning at the NE corner of the NE 1/4 SE 1/4, Section 33, Township 19, Range 1 East, and thence bearing S 8 deg 00' E 202.35 feet to a point; thence 1072 feet on the same bearing of S 8**



deg 00' E to the SE corner of the 1/4 E-W line; thence, turning right or west, E 3 deg 00' W, 1340 feet to the east side or ROW boundary of Shelby County Highway 55; thence, and turning right, or northeasterly, and following the east ROW boundary of said highway, 900 feet to a point, which is the SW corner of the "Old Rock School" property now (2013) owned by Mack and Judy Jamison. Thence, turning right or easterly, and on a south line with Jamison property and also with Paula and Johnny Cooley property - 951.80 feet to the point of beginning, and containing 29 acres more or less.

And

Beginning at SW corner of NW 1/4 of SE 1/4, Section 33, Township 19, Range 1 East, run North along West boundary line of said quarter 150 yards to a branch; thence up said branch in an Easterly direction 150 yards; thence continue up said branch in a SE direction to S.E. Corner of said quarter; thence West along South boundary line of said quarter to beginning, and containing 7 acres more or less.

And being the same property conveyed unto the Grantor herein by H. R. Evans and wife, Ivy S. Evans, by deed dated March 29, 1969 and recorded in the Probate Office of Shelby County, Alabama at Deed book 257, page 312 and

And being the same property conveyed unto the Grantor herein by Billie C. Sullivan and husband, Ray Sullivan; Roberta C. Burns and husband, Samuel E. Burns; Jonnie C. Morrison and husband, James A. Morrison, by deed dated April 7, 1972 and recorded in the Probate Office of Shelby County, Alabama at Deed book 274, page 225 and

And being less the property conveyed by Oscar Allen Bailey and Shirley W. Bailey to Paula J. Whitaker by warranty deed dated March 31, 1996 and recorded at Instrument No. 1997-07822 in the Office of Probate, Shelby County, Alabama. According to Survey of Robert O. (Bob) Blain, P.L.S. No. 9789, dated March 3, 1997, attached as Exhibit A thereto.

**THE DESCRIPTION AND INFORMATION FOR THE PREPARATION OF THIS DEED WAS PROVIDED BY THE GRANTOR AND GRANTEE. THE DRAFTSMAN MAKES NO WARRANTIES, AS TO THE SUFFICIENCY OF THE INTEREST CONVEYED, NO TITLE OPINION WAS REQUESTED AND NO TITLE OPINION WAS PREPARED.**

To have and to hold to the said grantee, as tenants in common, their heirs and assigns in fee simple, forever.

Subject to: Restrictions, Conditions, Covenants, Rights, Rights of Way, Mortgages, and easements now of record, if any.

AND we, do for ourselves, covenant with the said Grantee, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, their heirs and assigns forever, against the lawful claims of all persons.



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IN WITNESS WHEREOF, **OSCAR ALLEN BAILEY** and **SHIRLEY SUE BAILEY** have hereunto set our hand and seal, this 27<sup>th</sup> day of September, 2013.

  
OSCAR ALLEN BAILEY

  
SHIRLEY SUE BAILEY

**STATE OF ALABAMA**

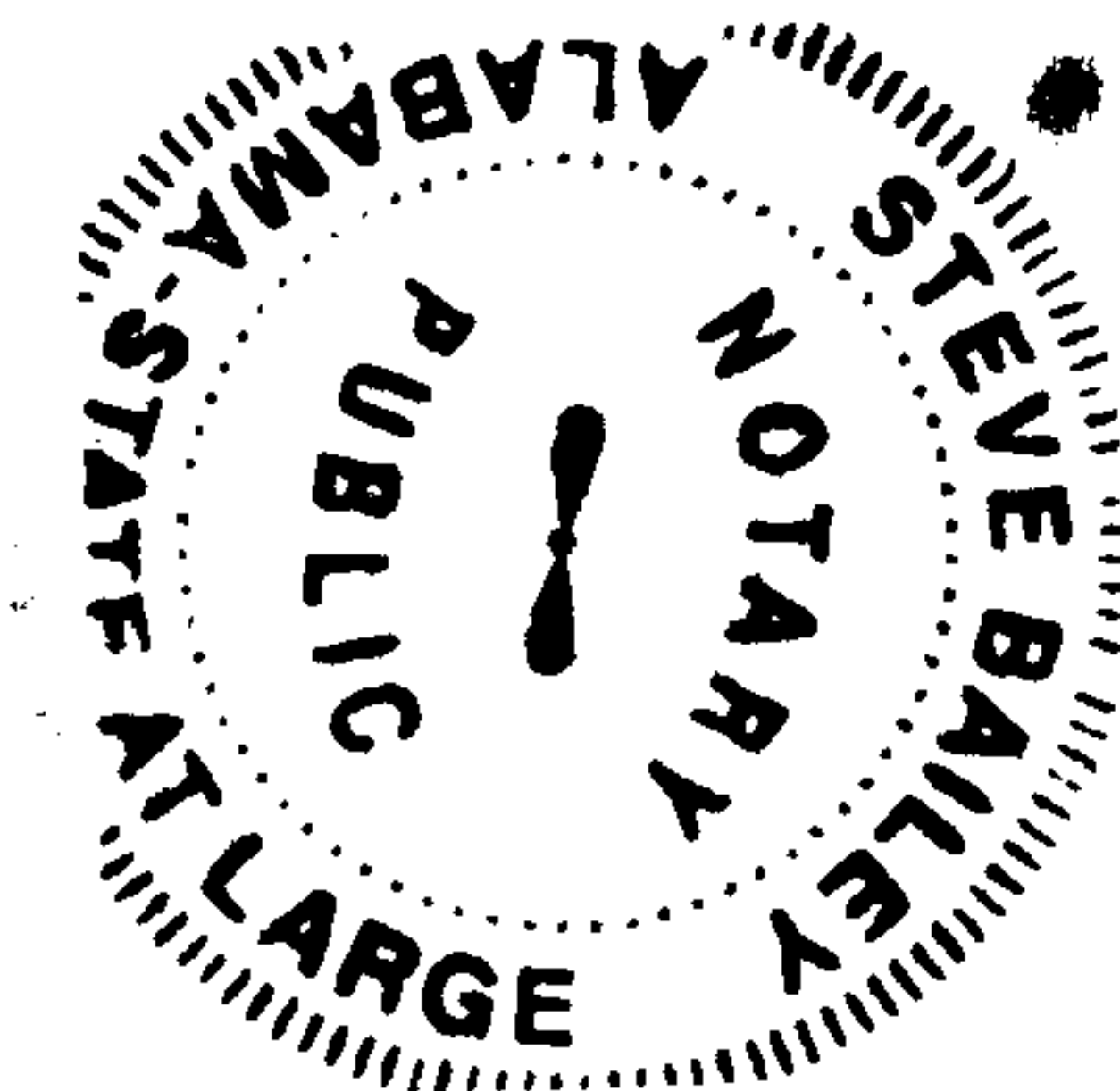
General Acknowledgement

**COUNTY OF SHELBY**

I, Steve Bailey, a Notary Public in and for said County, in said State, hereby certify that **OSCAR ALLEN BAILEY** and **SHIRLEY SUE BAILEY** whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

NOTARY STAMP / SEAL

Given under my hand and official seal of office  
this 17<sup>th</sup> day of September, 2013.






NOTARY PUBLIC

My Commission Expires: April 18, 2014

**This Document Prepared By:**

Steve Bailey  
BAILEY LAW FIRM  
2000 Providence Park, Suite 200  
Birmingham, AL 35242  
205-263-5060

  
20131004000400320 3/12 \$473.00  
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# **Certification of Trust**

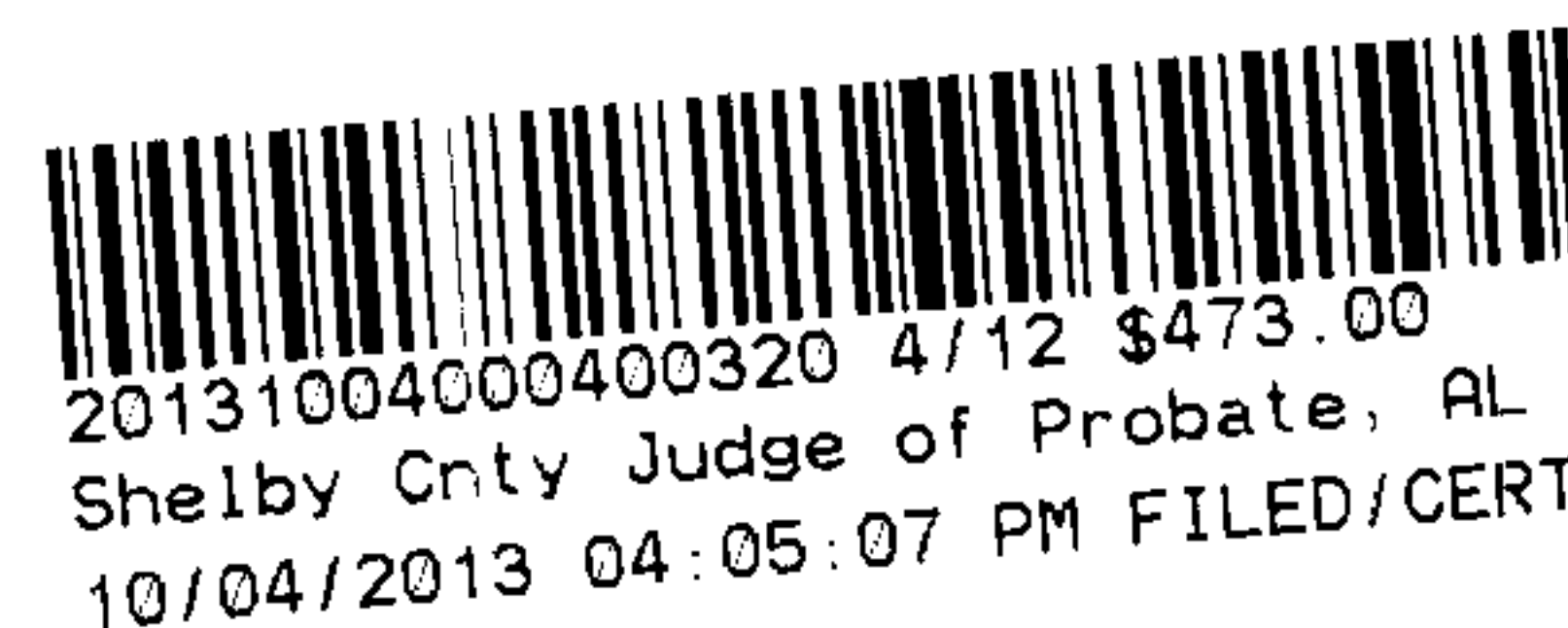
## **Oscar Allen and Shirley Sue Bailey Trust**

This Certification of Trust is made pursuant to Ala. Code §19-3B-1013. The currently acting Trustees of the Oscar Allen and Shirley Sue Bailey Trust, dated August 27, 2013, declare as follows:

1. The Settlor of the trust are Oscar Allen Bailey (also known as Allen Bailey) and Shirley Sue Bailey.
2. The trust is irrevocable and presently exists.
3. The currently acting Trustees of the trust are:

Oscar Allen Bailey  
P. O. Box 55, Westover, AL 35185  
Home: (205) 678-6186                      Work:  
Mobile: (205) 913-5178

Shirley Sue Bailey  
P. O. Box 55, Westover, AL 35185  
Home: (205) 678-6186                      Work:  
Mobile: (205) 913-7672



4. Either Trustee, acting alone, may conduct business on behalf of the trust.
5. The tax identification number of the trust may be either Oscar Allen Bailey's Social Security number or Shirley Sue Bailey's Social Security number, at the discretion of the Trustees.
6. Assets held in the trust may be titled in any manner that identifies the Trustees and the name and date of the trust, for example:

Oscar Allen Bailey and Shirley Sue Bailey, Trustees of the Oscar Allen and Shirley Sue Bailey Trust dated August 27, 2013.

7. The powers of the Trustees include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests of all kinds, including accounts at financial institutions.
8. Excerpts from the trust agreement that establish the trust, designate the Trustees, and set forth the powers of the Trustees will be provided upon request.
9. The trust agreement provides that a third party may rely on this Certification of Trust in lieu of a copy of the trust agreement. It further exonerates third parties from any liability for acts or omissions in reliance on this Certification of Trust, and for the application that the Trustees make of funds or other property delivered to the Trustees.

The statements made above are accurate and the trust has not been revoked or amended in any way that would cause the representations in this Certification of Trust to be

incorrect. All of the currently acting Trustees of the trust are identified above and are signatories to this Certification of Trust.

Dated: August 27, 2013

  
Oscar Allen Bailey, Trustee

  
Shirley Sue Bailey, Trustee

STATE OF ALABAMA

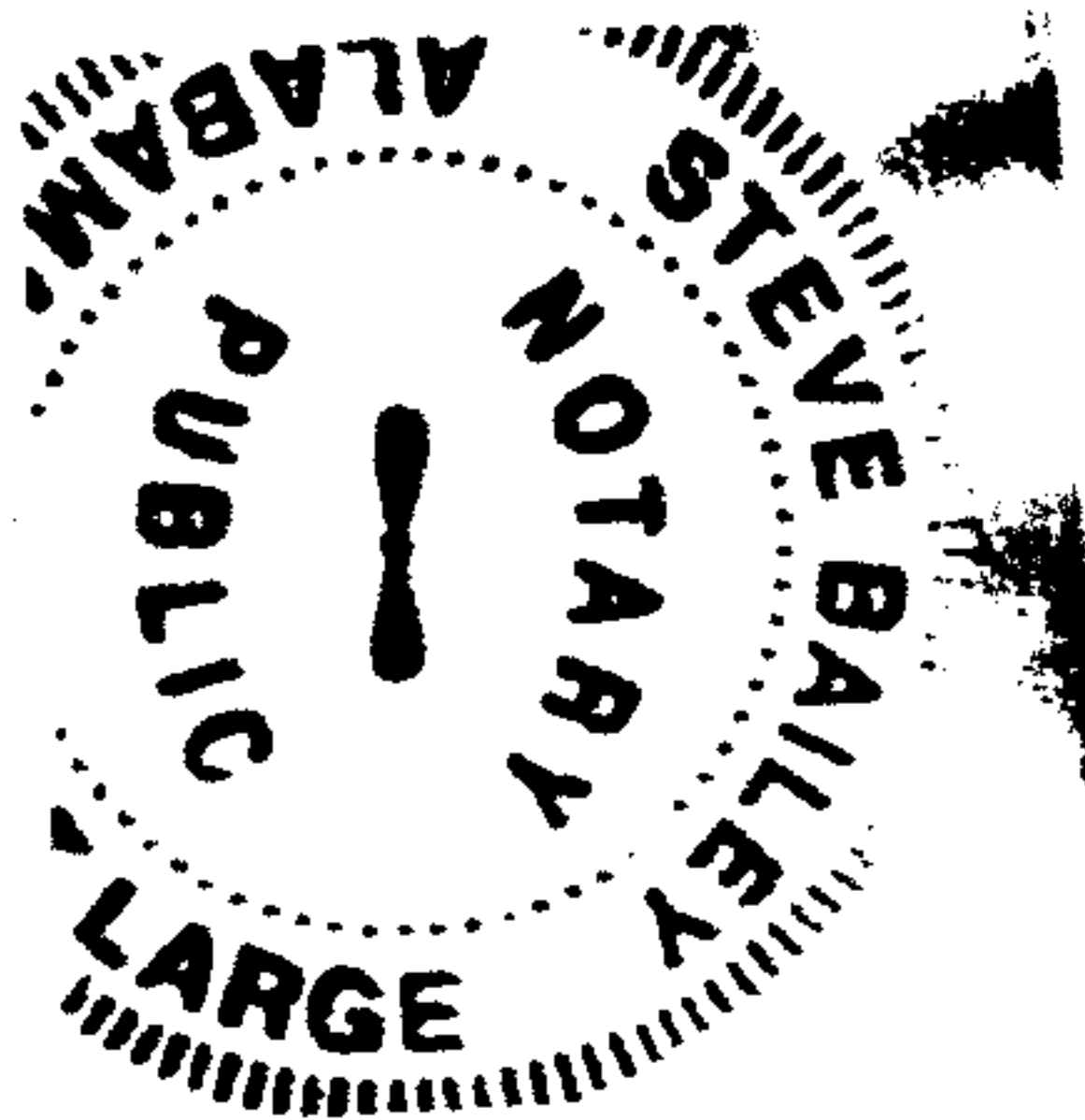
)  
) ss.:  
)

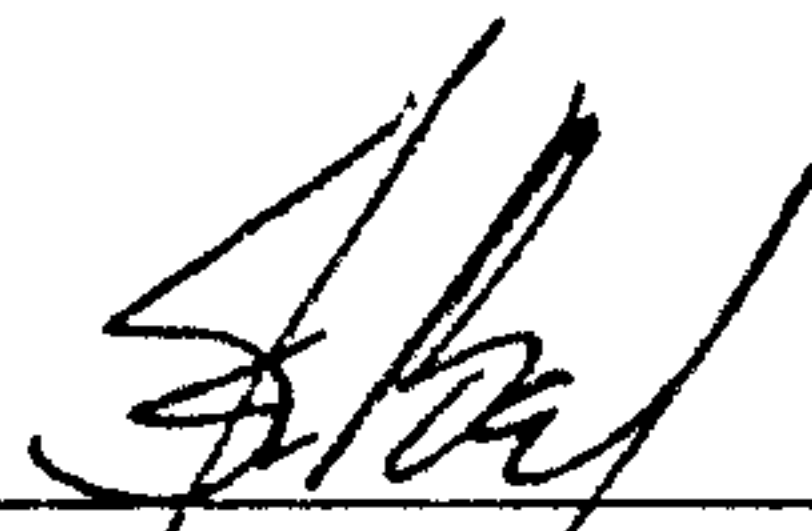
COUNTY OF SHELBY


On this day, August 27, 2013, before me personally appeared Oscar Allen Bailey and Shirley Sue Bailey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individuals whose names are subscribed to the foregoing Certification of Trust, and acknowledged that they executed the same as their voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]



  
Steve Bailey, Notary Public  
2000 Providence Park, Suite 200  
Birmingham, AL 35242  
My commission expires: April 18, 2014

  
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# **Oscar Allen and Shirley Sue Bailey Trust**

## **Article One Establishing Our Trust**

The date of this Irrevocable Trust Agreement is August 27, 2013. The parties to the agreement are Oscar Allen Bailey (also known as Allen Bailey) and Shirley Sue Bailey (the "Settlors") and Oscar Allen Bailey and Shirley Sue Bailey (our "Initial Trustees").

By this agreement we intend to create a valid trust under the laws of Alabama and under the laws of any state in which any trust created under this agreement is administered.

### **Section 1.01 Identifying Our Trust**

Our trust is called the "Oscar Allen and Shirley Sue Bailey Trust." However, the following format should be used for taking title to assets: "Oscar Allen Bailey and Shirley Sue Bailey, Trustees of the Oscar Allen and Shirley Sue Bailey Trust dated August 27, 2013."

### **Section 1.02 Third-Party Reliance on Affidavit or Certification of Trust**

Our Trustee may provide an affidavit or certification of trust to third parties in lieu of providing a copy of this agreement. Third parties are exonerated from any liability for acts or omissions in reliance on the affidavit or certification of trust, and for the application that our Trustee makes of funds or other property delivered to our Trustee.

### **Section 1.03 An Irrevocable Trust**

This trust is irrevocable, and neither of us may alter, amend, revoke, or terminate it in any way.

### **Section 1.04 Transfers to the Trust**

We transfer to our Trustee the property listed in Schedule A, attached to this agreement, to be held on the terms and conditions set forth in this instrument. We retain no right, title or interest in the principal of this trust or any other incident of ownership in any trust property.

#### **(a) Character of Property Transferred**

The character of any property transferred to this trust shall be determined as follows:

##### **(1) Separate Property**

If property titled in the separate name of one of us is transferred to our trust the person transferring the property shall be deemed to have made a gift immediately prior to

Oscar Allen and Shirley Sue Bailey Trust

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## **Article Nine**

### **Our Trustee's Powers**

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#### **Section 9.01 Introduction to Trustee's Powers**

Except as otherwise specifically provided in this agreement, our Trustee may exercise, without prior approval from any court, all the powers conferred by this agreement and any other powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of Alabama or any other jurisdiction whose law applies to this trust. The powers set forth in Ala. Code Article 19 are specifically incorporated into this trust agreement. The powers conferred upon our Trustee by law, including those powers conferred by Ala. Code Article 19, shall be subject to any express limitations or contrary directions contained in this agreement.

The Trustee of a trust may have duties and responsibilities in addition to those described in this agreement. We encourage our Trustee to obtain appropriate legal advice if our Trustee has any questions concerning its duties and responsibilities as Trustee.

#### **Section 9.02 Power to Appoint in Further Trust (Trust Decanting)**

Whenever assets may be distributed to or for the benefit of a beneficiary of any trust created under this agreement (the "old trust"), an Independent Trustee (the "decanting trustee") may distribute the assets to a new trust that meets all of the following requirements:

- (i) the new trust must not reduce any fixed income, annuity, or unitrust right of any beneficiary of the old trust;
- (ii) the new trust must provide for one or more of the beneficiaries of the old trust;
- (iii) the new trust must not accelerate the interests of remainder beneficiaries of the old trust;
- (iv) the new trust must not benefit the decanting trustee, the decanting trustee's creditors, the decanting trustee's estate, or the creditors of the decanting trustee's estate;
- (v) the term of the new trust must not extend beyond the period of perpetuities provided under the governing law of the old trust;
- (vi) the new trust must not defeat a beneficiary's presently-exercisable right to withdraw property from the old trust;
- (vii) the new trust must not create or expand either of our rights as a beneficiary over what was provided in the old trust; and
- (viii) the new trust must qualify for each of the following if the old trust so qualifies:
  - (a) the marital deduction;
  - (b) the charitable deduction;


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- (c) the gift tax or generation-skipping transfer tax annual exclusion for gifts to the trust;
- (d) exclusion from a person's estate; or
- (e) as a qualified subchapter S corporation shareholder.

  
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### **Section 9.03 Investment Powers in General**

Our Trustee may invest in any type of investment that our Trustee determines is consistent with the investment goals of our trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account our trust's overall investment portfolio. Our Trustee may delegate its discretion to manage trust investments to any registered investment adviser or corporate fiduciary.

### **Section 9.04 Business Powers**

Our Trustee is authorized to serve as an officer, director, manager, or in any other capacity of any proprietorship, partnership, joint venture, corporation, or other enterprise in which the trust has an interest. Our Trustee may receive compensation for services.

If any trust created under this agreement is funded with subchapter S stock, our Trustee may either elect to qualify the trust as a qualified subchapter S trust ("QSST") under Section 1361(d)(3) of the Internal Revenue Code or as an electing small business trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

### **Section 9.05 Environmental Powers**

Our Trustee shall have the right to inspect trust property to determine compliance with or to respond to any environmental law affecting the trust property. "Environmental law" shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

Our Trustee may refuse to accept property if our Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to our Trustee.

Our Trustee may use and expend trust property to (i) conduct environmental assessments, audits or site monitoring; (ii) take remedial action to contain, clean up or remove any hazardous substance including a spill, discharge or contamination; (iii) institute, contest or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement or clean-up of any hazardous substance; and (v) employ agents, consultants and legal counsel to assist our Trustee in these actions.

Our Trustee shall not be liable for any loss or reduction in value sustained by our trust as a result of our Trustee's retention of property on which hazardous materials or substances

Oscar Allen and Shirley Sue Bailey Trust

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requiring remedial action are discovered unless our Trustee contributed to the resulting loss or reduction in value through willful misconduct or gross negligence.

Our Trustee shall not be liable to any beneficiary or to any other party for any decrease in the value of trust property as a result of our Trustee's compliance with any environmental law, including any reporting requirement.

Our Trustee may release, relinquish or disclaim any power held by our Trustee that our Trustee determines may cause our Trustee to incur individual liability under any environmental law.

#### **Section 9.06 Farm, Ranch and Other Agricultural Powers**

Our Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

Our Trustee may engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

Our Trustee may engage and participate in any government farm program, whether state or federally sponsored.

Our Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

Our Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

Our Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

#### **Section 9.07 Insurance Powers**

Our Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on either of our lives, the life of any beneficiary, or on the life of any person in whom any beneficiary has an insurable interest. It is our intent that life insurance policies be considered proper investments of trust principal.

Our Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. Our Trustee may purchase annuities and similar investments for any beneficiary.

The provisions of this Section shall supersede the principles of general trust law with respect to our Trustee's duties and obligations relating to any life insurance policies owned or acquired by our trust.

#### **Section 9.08 No Loans to Either of Us**

Our Trustee may not make loans of any type to either of us at any time.

Oscar Allen and Shirley Sue Bailey Trust

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## **Section 9.09     Limitation on Our Trustee's Powers**

All powers granted to our Trustee under this agreement or by applicable law shall be limited as set forth in this Section, unless explicitly excepted by reference to this Section.

### **(a)     No Distributions in Discharge of Certain Legal Obligations**

Our Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of our Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove our Trustee, including that person's obligation of support.

  
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**Oscar Allen and Shirley Sue Bailey Trust**

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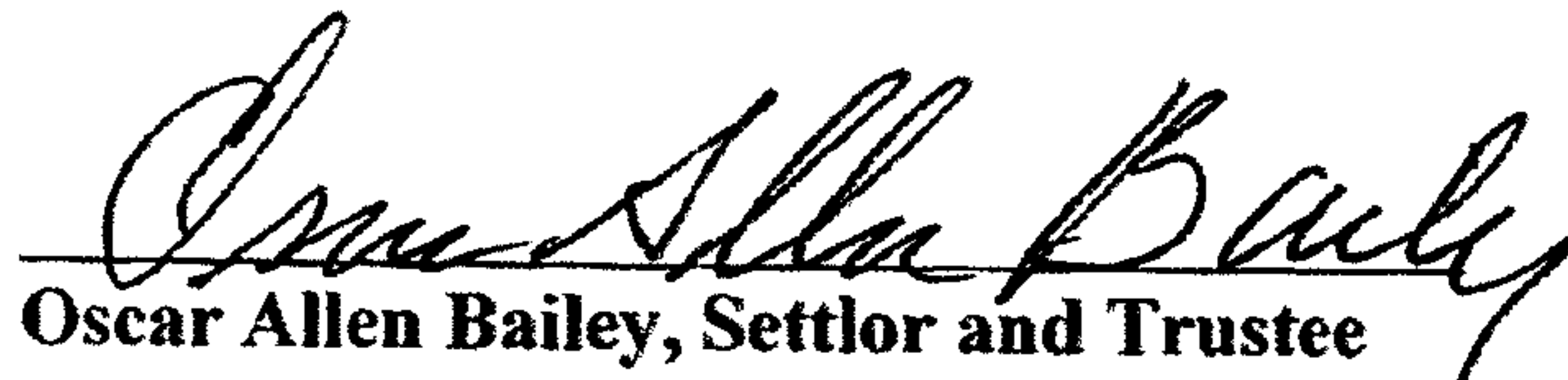
**Bailey Law Firm, 2000 Providence Park, Suite 200, Birmingham, Alabama (205) 263-5060**



## Settlors and Trustees

We hereby execute this agreement on August 27, 2013.

We certify that we have read this agreement, that we understand it, and that it correctly states the provisions under which the trust property is to be administered and distributed by our Trustee.

  
Oscar Allen Bailey, Settlor and Trustee

  
Shirley Sue Bailey, Settlor and Trustee

STATE OF ALABAMA

)

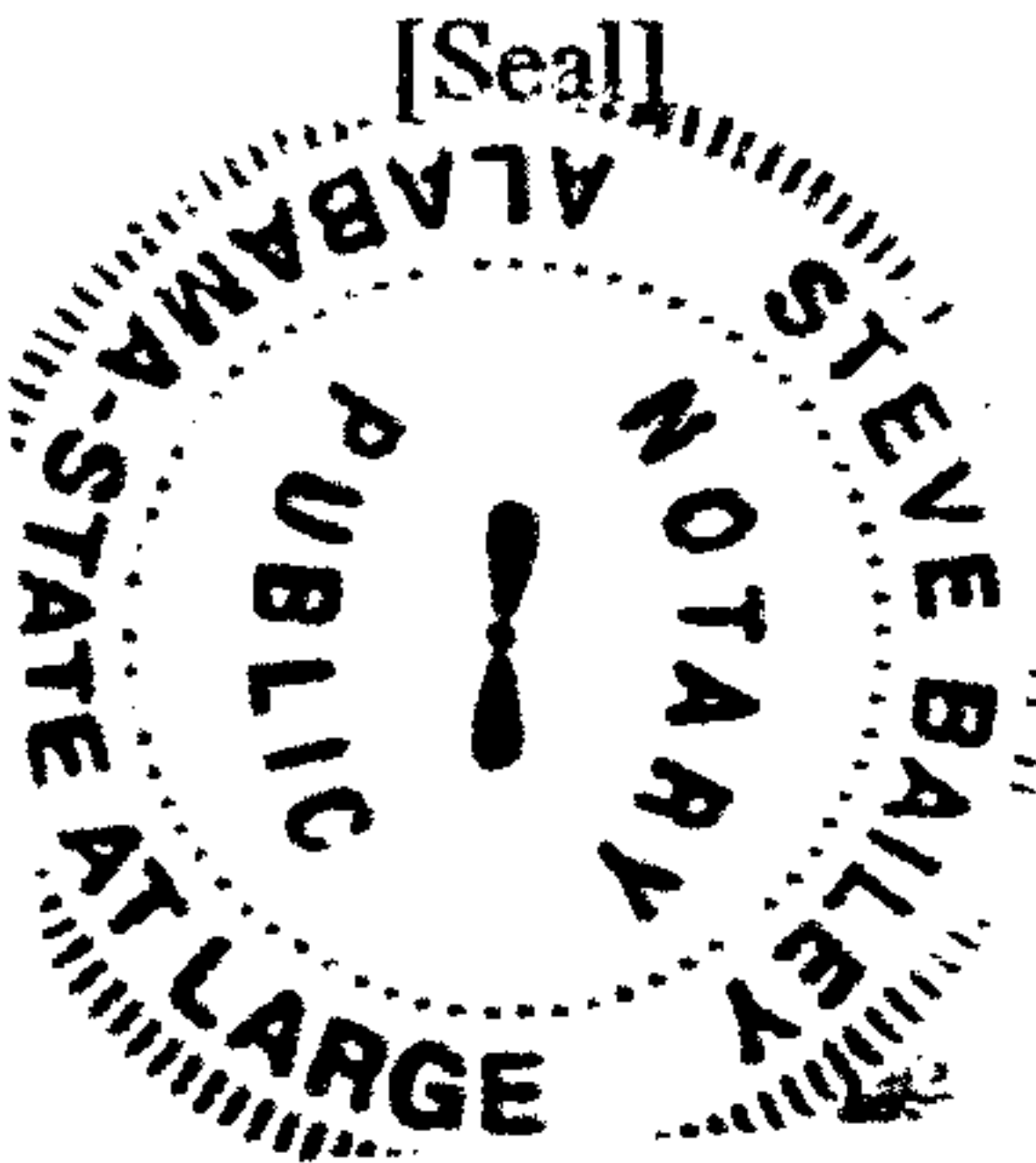
) ss.:


COUNTY OF SHELBY


)

On this day, August 27, 2013, before me personally appeared Oscar Allen Bailey and Shirley Sue Bailey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individuals whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.



  
Steve Bailey, Notary Public  
2000 Providence Park, Suite 200  
Birmingham, AL 35242  
My commission expires: April 18, 2014

  
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Oscar Allen and Shirley Sue Bailey Trust  
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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 Oscar Bailey  
Mailing Address P.O. BOX 50  
Westover, AL 35185

Grantee's Name Oscar Bailey  
Mailing Address P.O. BOX 50  
Westover, AL 35185

Property Address 8048 Hwy 55 S  
Wilsonville 35186

Date of Sale 9/27/13  
Total Purchase Price \$

or  
Actual Value \$

or  
☒ Assessor's Market Value \$ 425,700<sup>00</sup>



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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 Tax office

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 10-4-13

Print OSCAR ALLEN BAILEY

☒ Unattested  
[Signature]  
(verified by)

Sign [Signature]  
(Grantor/Grantee/Owner/Agent) circle one