


Send tax notice to:
Julia Elizabeth Baer
1328 Hillwood Drive
Alabaster, AL 35007

This Instrument Prepared By:
Ashley L. Neese, Esq.
Dominick Feld Hyde, P.C.
1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, Alabama 35205


20141105000349920 1/18 \$353.00
Shelby Cnty Judge of Probate, AL
11/05/2014 12:57:57 PM FILED/CERT

THIS INSTRUMENT HAS BEEN PREPARED IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE PARTIES HERETO. NO TITLE EXAMINATION AND/OR OPINION WAS REQUESTED OF DOMINICK FELD HYDE, P.C. BY EITHER GRANTOR OR GRANTEE, AND NONE WAS CONDUCTED AND/OR RENDERED. THIS INSTRUMENT MEETS THE REQUIREMENTS OF SECTION 40-22-1, CODE OF ALABAMA 1975, AS AMENDED (ALSO KNOWN AS ACT 2012-494).

TRUSTEE'S DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

WHEREAS, Phillip A. Baer ("Phillip") died testate on September 14, 2008, and his Last Will and Testament (the "Will") was admitted to probate on October 14, 2008 by the Probate Court of Shelby County Alabama, Case Number PR-2008-000664;

WHEREAS, under the terms of the Will, the Family Trust ("Trust") was created upon the death of Phillip to provide for his wife, Julia Elizabeth Baer ("Liz"), for and during her lifetime;

WHEREAS, certain real property (the "Property") passed to the Trust;

WHEREAS, the Trust directs that certain property be distributed to Howard Baer ("Howard") upon the death of Liz if Howard is still living;

WHEREAS, the Trust directs that certain property be distributed to James Glass ("James") upon the death of Liz if James is still living;

WHEREAS, Liz, James, Howard, and the Trustee entered into a Non-Judicial Settlement Agreement to Modify and Partially Terminate the Family Trust under the Last Will and Testament of Phillip A. Baer dated February 9, 2000 (the "Modification Agreement"), a copy of which is attached hereto and made a part hereof, whereby the Trust was modified and partially terminated and James agreed that the Trustee was

Shelby County, AL 11/05/2014
State of Alabama
Deed Tax: \$288.00

fully discharged as to all assets allocated to James and his interest in the Trust was terminated; and

WHEREAS, Liz, Howard, and the Trustee entered into a Non-Judicial Settlement Agreement to Terminate the Family Trust under the Last Will and Testament of Phillip A. Baer dated February 9, 2000 (the "Termination Agreement"), a copy of which is attached hereto and made a part hereof, whereby the Trust was fully terminated and the Property is to be conveyed to Liz, outright and free of Trust.

NOW THEREFORE, in consideration of the above recitals, the undersigned, Julia Elizabeth Baer, in her capacity as Trustee of the Family Trust under the Last Will and Testament of Phillip A. Baer, deceased, dated February 9, 2000 (the "Grantor"), whose mailing address is 1328 Hillwood Drive, Alabaster, AL 35007, with the general authority to execute conveyances conferred upon the Trustee and pursuant to the terms of said Modification Agreement and Termination Agreement, does grant, bargain, sell and convey unto Julia Elizabeth Baer, an unmarried woman (hereinafter referred to as "Grantee"), whose mailing address is 1328 Hillwood Drive, Alabaster, AL 35007, all of the following portion of the Property situated in Shelby County, Alabama, to-wit:

Lot 18 in Block 3, Sector 3, according to Resurvey of George's Subdivision of Keystone, as recorded in Map Book 4, at Page 33, in the Office of the Judge of Probate of Shelby County, Alabama. Situated in Shelby County, Alabama

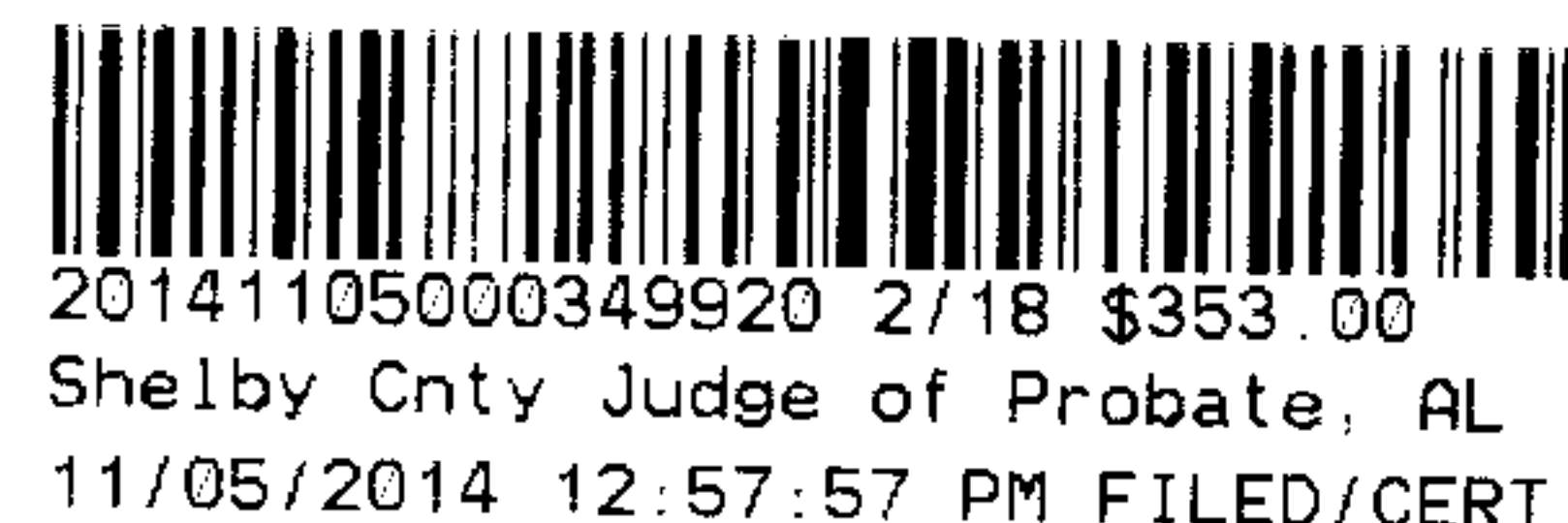
This conveyance is made subject to the following:

1. The lien for ad valorem taxes due in the current year or any subsequent year but not yet payable.
2. All easements, liens, encumbrances, restrictions, rights-of-way, any reservations of mineral rights, and other matters of record in the Probate Office of Shelby County, Alabama, together with any deficiencies in quantity of land, easements, discrepancies as to boundary lines, overlaps, etc., which would be disclosed by a true and accurate survey of the property conveyed herein.

SOURCE OF TITLE: Personal Representative Deed recorded as instrument number 20091116000425720

Property Address: 1328 Hillwood Drive, Alabaster, AL 35007

Tax Assessor's Value: \$288,000.00



TO HAVE AND TO HOLD to said Grantee, her heirs, successors and assigns forever.

No warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed is made by the Grantor other than that the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

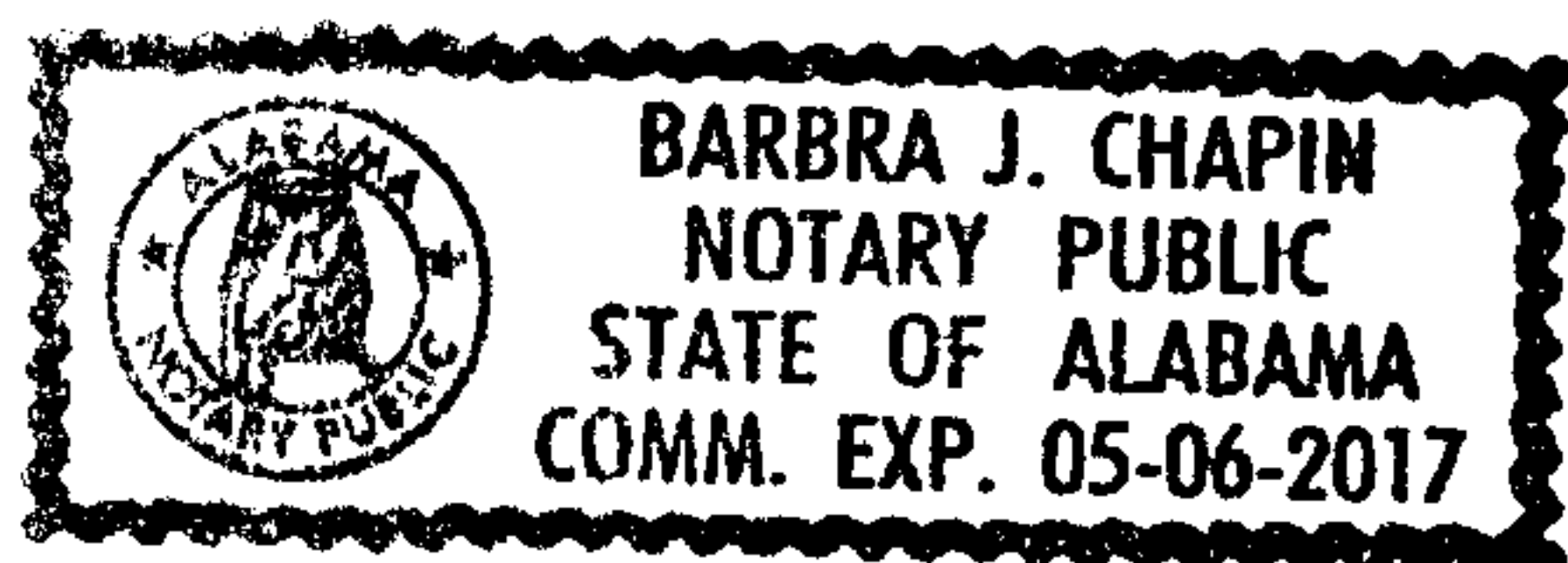
This instrument is executed by the Grantor solely in her representative capacity named herein, and neither this instrument nor anything contained herein shall be construed as creating any indebtedness or obligation on the part of the Grantor in her individual capacity, and the liability of the Grantor is expressly limited to her representative capacity named herein.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on 10-30-14, 2014.

Julia Elizabeth Baer
Julia Elizabeth Baer, as Trustee of the Family Trust under the Last Will and Testament of Phillip A. Baer, deceased, dated February 9, 2000

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that Julia Elizabeth Baer, whose name as Trustee of the Family Trust under the Last Will and Testament of Phillip A. Baer, deceased, dated February 9, 2000, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she, in her capacity as Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand on October 30, 2014.




(NOTARY SEAL)

Barbora J. Chapin
Notary Public

BARBORA J. CHAPIN
Printed Name

My Commission Expires: 5-6-2017


20141105000349920 3/18 \$353.00
Shelby Cnty Judge of Probate, AL
11/05/2014 12:57:57 PM FILED/CERT

**NON-JUDICIAL SETTLEMENT AGREEMENT
TO MODIFY AND PARTIALLY TERMINATE THE FAMILY TRUST UNDER THE
LAST WILL AND TESTAMENT OF PHILLIP A BAER DATED FEBRUARY 9, 2000**

THIS AGREEMENT is made and entered into on this the 9th day of October, 2014 by and among Julia Elizabeth Baer, as the Trustee of the Family Trust under the Last Will and Testament of Phillip A. Baer dated February 9, 2000 ("Trustee"), Julia Elizabeth Baer ("Liz"), Howard Baer ("Howard"), and James Glass ("James") (Liz, Howard, and James are hereinafter sometimes individually referred to as the "Beneficiary" or collectively as the "Beneficiaries").

WHEREAS, Phillip A. Baer ("Testator") died testate on September 14, 2008;

WHEREAS, the Last Will and Testament of the Testator dated February 9, 2000 (the "Will") was admitted to probate in Shelby County, Alabama Probate Court, Case Number PR-2008-000664;

WHEREAS, Liz is the surviving spouse of Testator;

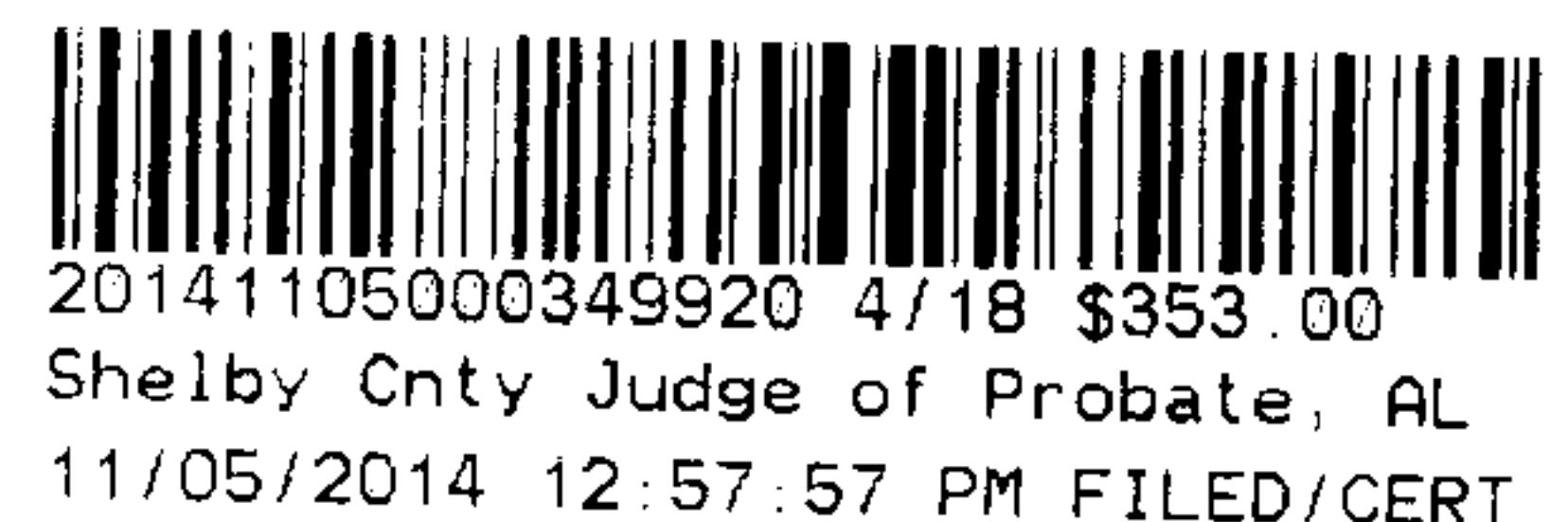
WHEREAS, under the terms of the Will, the Family Trust was created upon the death of Testator ("Trust") to provide for Liz for and during her lifetime;

WHEREAS, the trust directs that certain property be distributed to James upon the death of Liz if James is still living;

WHEREAS, the primary purpose of creating the Trust was to avoid subjecting Testator's assets to federal estate tax upon Liz's death;

WHEREAS, the amount of the federal estate tax exclusion has increased substantially since Testator executed his Will which created the Trust;

WHEREAS, the significant increase in the federal estate tax exclusion amount was unforeseeable by the Testator at the time he executed his Will and such increase has had the



effect of dramatically reducing the risk that assets inherited from the Testator will be subjected to federal estate or gift tax when those assets are passed to Grantor's wife, as was feared by the Testator;

WHEREAS, James is a contingent remainder beneficiary of the Trust, and the Beneficiaries unanimously agree that the Trust serves no material purpose of the Testator and that an approximate value of James' contingent remainder interest in the Trust should be distributed to him and his interest in the Trust should be terminated;


WHEREAS, *Ala. Code* § 19-3B-411 permits a trust to be terminated upon consent of all the beneficiaries if a court concludes that the continuance of the trust is not necessary to achieve any material purpose of the trust;

WHEREAS, *Ala. Code* § 19-3B-411 permits modification of a trust upon consent of all the beneficiaries if the court concludes that modification is not inconsistent with a material purpose of the trust;

WHEREAS, *Ala. Code* § 19-3B-412(a) permits a court to terminate a trust if, because of circumstances not anticipated by the trust's settlor, termination will further the purposes of the trust;

WHEREAS, the Beneficiaries are all over the age of majority as determined under Alabama law and there are no current minor beneficiaries of the Trust;

WHEREAS, *Ala. Code* § 19-3B-304(b) provides that a presumptive remainder beneficiary may represent contingent successor remainder beneficiaries with respect to which there is no conflict of interest;


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WHEREAS, *Ala. Code* § 19-3B-103 defines “presumptive remainder beneficiary” as a person who would be entitled to the principal of a trust if the income interest were immediately terminated;

WHEREAS, *Ala. Code* § 19-3B-111 permits interested persons to enter into a binding non-judicial settlement agreement with respect to any matter involving a trust, but only to the extent it does not violate a material purpose of the trust and includes terms and conditions that could be properly approved by the court under *Ala. Code* § 19-3B-111 or other applicable law;

WHEREAS, all Beneficiaries, on behalf of themselves and their respective lineal descendants, hereby consent to modify and terminate the Trust as to James’ interest in the Trust; and

WHEREAS, such modification and termination is not inconsistent with a material purpose of the Trust.

NOW, THEREFORE, in consideration of the premises and the mutual obligations and agreements, it is understood and agreed by and among the parties as follows:

1. The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. James, on behalf of himself and his estate, his heirs, executors, administrators, descendants and any person whom he may represent and bind pursuant to the Alabama Uniform Trust Code or otherwise (*e.g.* under the common law doctrine of virtual representation) hereby consents to the modification and partial termination of the Trust. James acknowledges and agrees that the establishment and continuance of the Trust is not necessary to achieve any material purpose of the Trust. Further, James acknowledges that,



because of circumstances not anticipated by the Testator, the termination of the Trust as set forth in this Agreement will further Testator's purposes in creating the Trust.

3. As soon as reasonably practical, the Trustee will distribute Ten Thousand Dollars (\$10,000) to James, outright and free from trust.

4. Immediately, upon the transfer of the assets to James as set forth in paragraph 3. hereinabove, the Trustee shall be fully discharged as Trustee of the Trust as to all assets allocated to James and his interest in the Trust.

5. James, on behalf of himself and his descendants, his respective heirs and assigns, and each person he may represent and bind pursuant to the provisions of the Alabama Uniform Trust Code or otherwise, does hereby release and forever discharge Julia Elizabeth Baer as Trustee in both her individual and fiduciary capacities, and each other Beneficiary, from any and all claims, suits, actions, demands, and charges of whatever kind or nature which he could bring against Julia Elizabeth Baer with respect to the modification and partial termination of the Trust; and he further agrees to waive any and all rights he may have to an accounting of the receipts and disbursements of the Trust; and he further agrees to indemnify and hold harmless Julia Elizabeth Baer from and against all claims, suits, actions, damages, and charges of whatever kind or nature, either past, present, or future, or potential claims which might be instituted against her as a result of the modification and partial termination of the Trust. This indemnification covers any and all losses and out-of-pocket expenses incurred by Julia Elizabeth Baer, including but limited to, attorneys' fees and payment of any claims or judgments which might be rendered against her as a result of the provisions outlined in this Agreement.

4. This Agreement shall be binding and inure to the benefit of the parties and their descendants, heirs, estates, personal representatives, administrators, and assigns.


5. This Agreement shall be interpreted and enforced according to the laws of the State of Alabama.

6. This Agreement may be executed in any number of counterparts, and all such counterparts shall for all purposes constitute one instrument, notwithstanding that all parties are not signatories to the same counterpart; and, further, the pages of the counterparts on which appear the signatures of the parties may be detached from the respective counterparts of the Agreement and attached all to one counterpart which shall represent the final instrument.

7. Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

8. If any provision of this Agreement is held invalid or unenforceable only in part or degree, the other provisions shall remain in full force and effect to the extent not held invalid or unenforceable.

[SIGNATURE PAGES TO FOLLOW]

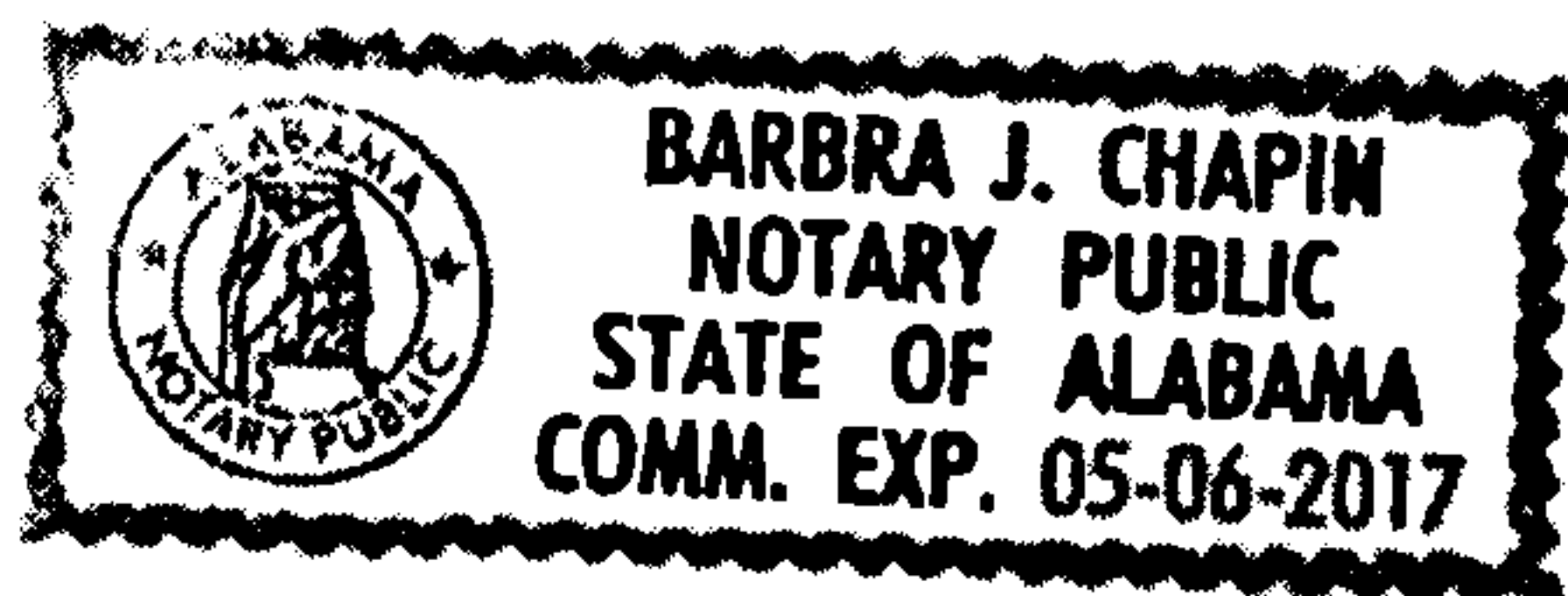

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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the first date written above.


Julia Elizabeth Baer
Julia Elizabeth Baer, as the Trustee of the Family Trust
under the Last Will and Testament of Phillip A. Baer
dated February 9, 2000, and as Beneficiary

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Julia Elizabeth Baer, in her capacity as Trustee and Beneficiary, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she, in her said capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this October 7, 2014.



Barbra J. Chapin
Notary Public
My commission expires: 5-6-17

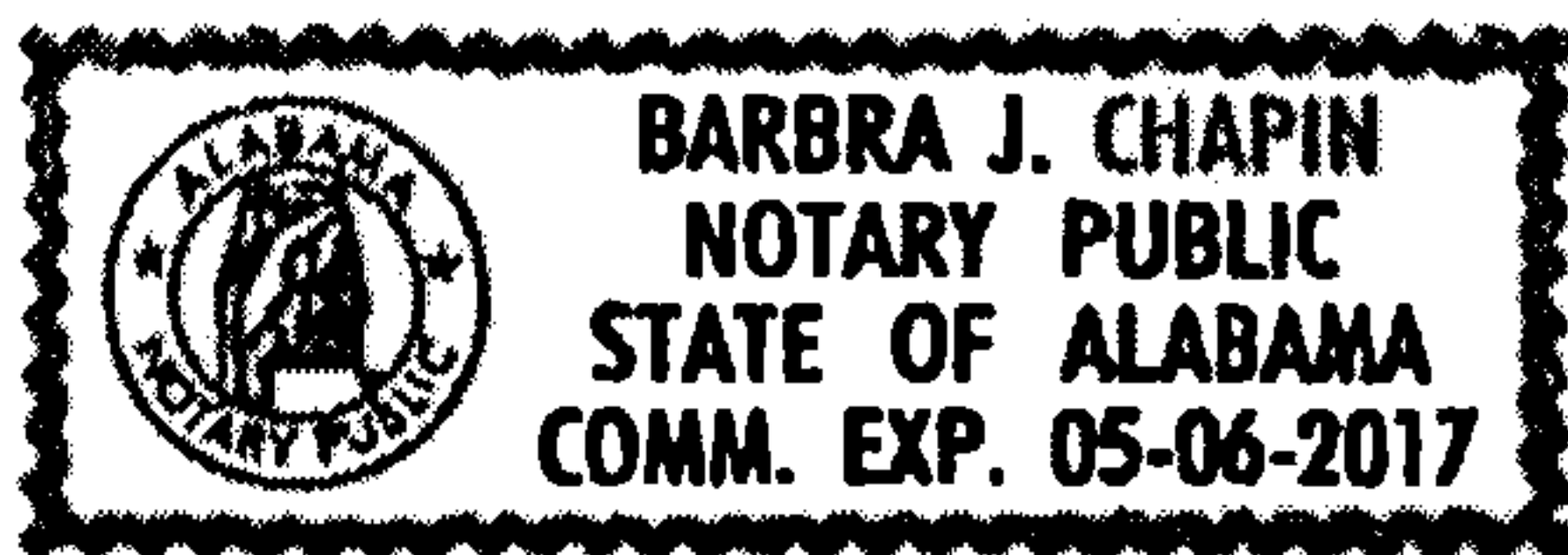

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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the first date written above.

Howard Baer
Howard Baer, as Beneficiary

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Howard Baer, in his capacity as Beneficiary, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, in his said capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this October 9, 2014.



Barbra J. Chapin
Notary Public
My commission expires: 5-6-17

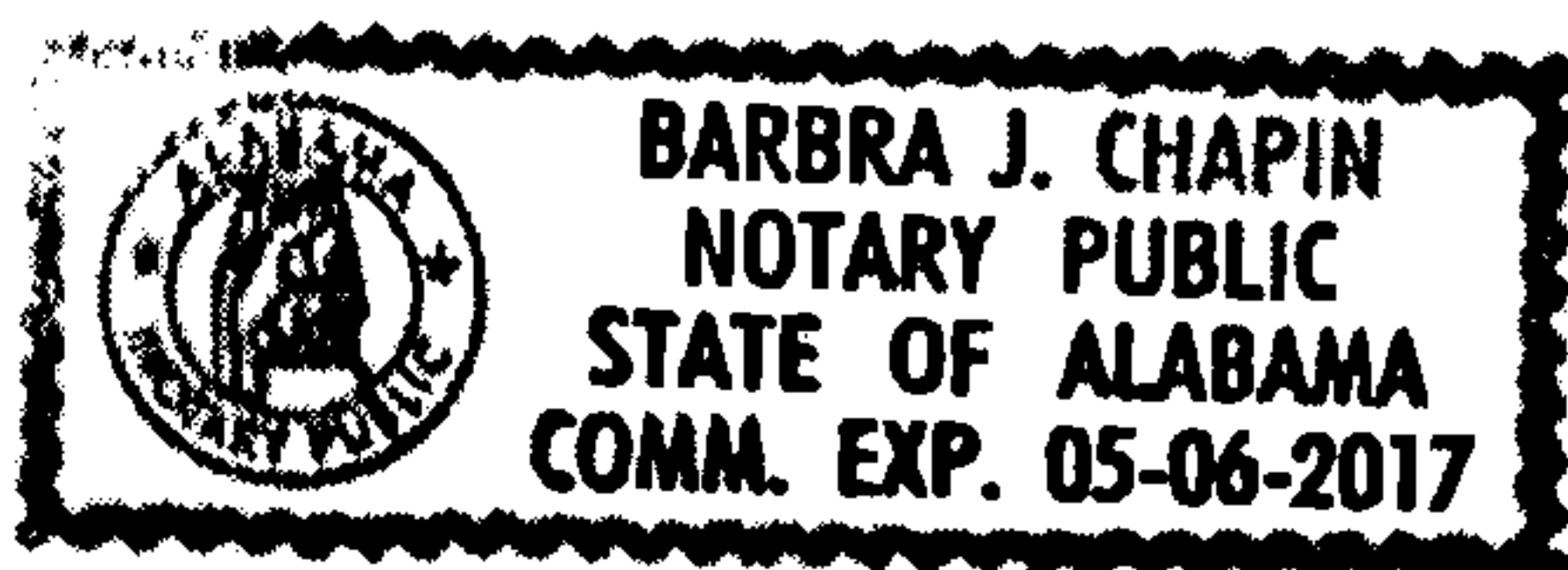
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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the first date written above.

James Glass
James Glass, as Beneficiary

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that James Glass, in his capacity as Beneficiary, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, in his said capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this October 9, 2014.



Barbra J. Chapin
Notary Public
My commission expires: 5-6-17



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**NON-JUDICIAL SETTLEMENT AGREEMENT
TO TERMINATE THE FAMILY TRUST UNDER THE LAST WILL AND
TESTAMENT OF PHILLIP A BAER DATED FEBRUARY 9, 2000**

THIS AGREEMENT is made and entered into on this the 9th day of October, 2014 by and among Julia Elizabeth Baer, as the Trustee of the Family Trust under the Last Will and Testament of Phillip A. Baer dated February 9, 2000 ("Trustee"), Julia Elizabeth Baer ("Liz") and Howard Baer ("Howard") (Liz and Howard are hereinafter sometimes individually referred to as the "Beneficiary" or collectively as the "Beneficiaries").

WHEREAS, Phillip A. Baer ("Testator") died testate on September 14, 2008;

WHEREAS, the Last Will and Testament of the Testator dated February 9, 2000 (the "Will") was admitted to probate in Shelby County, Alabama Probate Court, Case Number PR-2008-000664;

WHEREAS, Liz is the surviving spouse of Testator;

WHEREAS, under the terms of the Will, the Family Trust was created upon the death of Testator ("Trust") to provide for Liz for and during her lifetime;

WHEREAS, the trust directs that certain property be distributed to Howard upon the death of Liz if Howard is still living;

WHEREAS, the trust directs that certain property be distributed to James Glass ("James") upon the death of Liz if James is still living;

WHEREAS, Liz, James, Howard and the Trustee entered into that certain Non-Judicial Settlement Agreement to Modify and Partially Terminate the Family Trust under the Last Will and Testament of Phillip A. Baer dated February 9, 2009, thereby terminating James' interest in the Trust.

WHEREAS, the primary purpose of creating the Trust was to avoid subjecting Testator's assets to federal estate tax upon Liz's death;

WHEREAS, the amount of the federal estate tax exclusion has increased substantially since Testator executed his Will which created the Trust;

WHEREAS, the significant increase in the federal estate tax exclusion amount was unforeseeable by the Testator at the time he executed his Will and such increase has had the effect of dramatically reducing the risk that assets inherited from the Testator will be subjected to federal estate or gift tax when those assets are passed to Grantor's wife, as was feared by the Testator;

WHEREAS, the Beneficiaries unanimously agree that because of the changes in the federal estate tax law, the Trust serves no material purpose of the Testator and that the assets should be distributed to the Beneficiaries, outright and free from trust;

WHEREAS, *Ala. Code* § 19-3B-411 permits a trust to be terminated upon consent of all the beneficiaries if a court concludes that the continuance of the trust is not necessary to achieve any material purpose of the trust;

WHEREAS, *Ala. Code* § 19-3B-412(a) permits a court to terminate a trust if, because of circumstances not anticipated by the trust's settlor, termination will further the purposes of the trust;

WHEREAS, the Beneficiaries are all over the age of majority as determined under Alabama law and there are no current minor beneficiaries of the Trust;

WHEREAS, *Ala. Code* § 19-3B-304(b) provides that a presumptive remainder beneficiary may represent contingent successor remainder beneficiaries with respect to which there is no conflict of interest;

WHEREAS, *Ala. Code* § 19-3B-103 defines “presumptive remainder beneficiary” as a person who would be entitled to the principal of a trust if the income interest were immediately terminated;

WHEREAS, *Ala. Code* § 19-3B-111 permits interested persons to enter into a binding non-judicial settlement agreement with respect to any matter involving a trust, but only to the extent it does not violate a material purpose of the trust and includes terms and conditions that could be properly approved by the court under *Ala. Code* § 19-3B-111 or other applicable law;

WHEREAS, all Beneficiaries, on behalf of themselves and their respective lineal descendants, hereby consent to the termination of the Trust; and

WHEREAS, such termination is not inconsistent with a material purpose of the Trust.

NOW, THEREFORE, in consideration of the premises and the mutual obligations and agreements, it is understood and agreed by and among the parties as follows:

1. The foregoing recitals are incorporated herein by reference and made a part of this Agreement.
2. The Beneficiaries, on behalf of themselves and their estates, heirs executors, administrators, descendants and any person whom they may represent and bind pursuant to the Alabama Uniform Trust Code or otherwise (*e.g.* under the common law doctrine of virtual representation) hereby consent to the termination of the Trust. The Beneficiaries acknowledge and agree that the continuance of the Trust is not necessary to achieve any material purpose of the Trust or any other trust established under the Trust. Further, the Beneficiaries acknowledge that, because of circumstances not anticipated by the Testator, the

termination of the Trust as set forth in this Agreement will further Testator's purposes in creating the Trust.

3. As soon as reasonably practical, the Trustee will distribute the following:

a. An amount equal to (i) one-half (1/2) of the net sales proceed from the sale of 8271 Highway 31 Main St, Calera, AL 35040, plus (ii) that certain amount equal to Fifty Thousand Dollars (\$50,000) less the amount determined in (i) above to Howard.

b. The remainder of the Trust assets to Liz.

4. Immediately, upon the transfer of the assets of the Trust as set forth in paragraph 3. above, the Trustee shall be fully discharged as Trustee of the Trust as to all assets of the Trust.

5. Each Beneficiary, on behalf of himself or herself, his or her descendants, his or her respective heirs and assigns, and each person such person may represent and bind pursuant to the provisions of the Alabama Uniform Trust Code or otherwise, does hereby release and forever discharge Julia Elizabeth Baer as Trustee in both her individual and fiduciary capacities, and each other Beneficiary, from any and all claims, suits, actions, demands, and charges of whatever kind or nature which he or she could bring against Julia Elizabeth Baer with respect to the termination of the Trust; and he or she further agrees to waive any and all rights he or she may have to an accounting of the receipts and disbursements of the Trust; and he or she further agrees to indemnify and hold harmless Julia Elizabeth Baer from and against all claims, suits, actions, damages, and charges of whatever kind or nature, either past, present, or future, or potential claims which might be instituted against any of them as a result of the termination of the Trust. This indemnification covers any and all losses and out-of-pocket expenses incurred by Julia Elizabeth Baer, including but

limited to, attorneys' fees and payment of any claims or judgments which might be rendered against her as a result of the provisions outlined in this Agreement.

6. This Agreement shall be binding and inure to the benefit of the parties and their descendants, heirs, estates, personal representatives, administrators, and assigns.


7. This Agreement shall be interpreted and enforced according to the laws of the State of Alabama.

8. This Agreement may be executed in any number of counterparts, and all such counterparts shall for all purposes constitute one instrument, notwithstanding that all parties are not signatories to the same counterpart; and, further, the pages of the counterparts on which appear the signatures of the parties may be detached from the respective counterparts of the Agreement and attached all to one counterpart which shall represent the final instrument.

9. Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

10. If any provision of this Agreement is held invalid or unenforceable only in part or degree, the other provisions shall remain in full force and effect to the extent not held invalid or unenforceable.

[SIGNATURE PAGES TO FOLLOW]

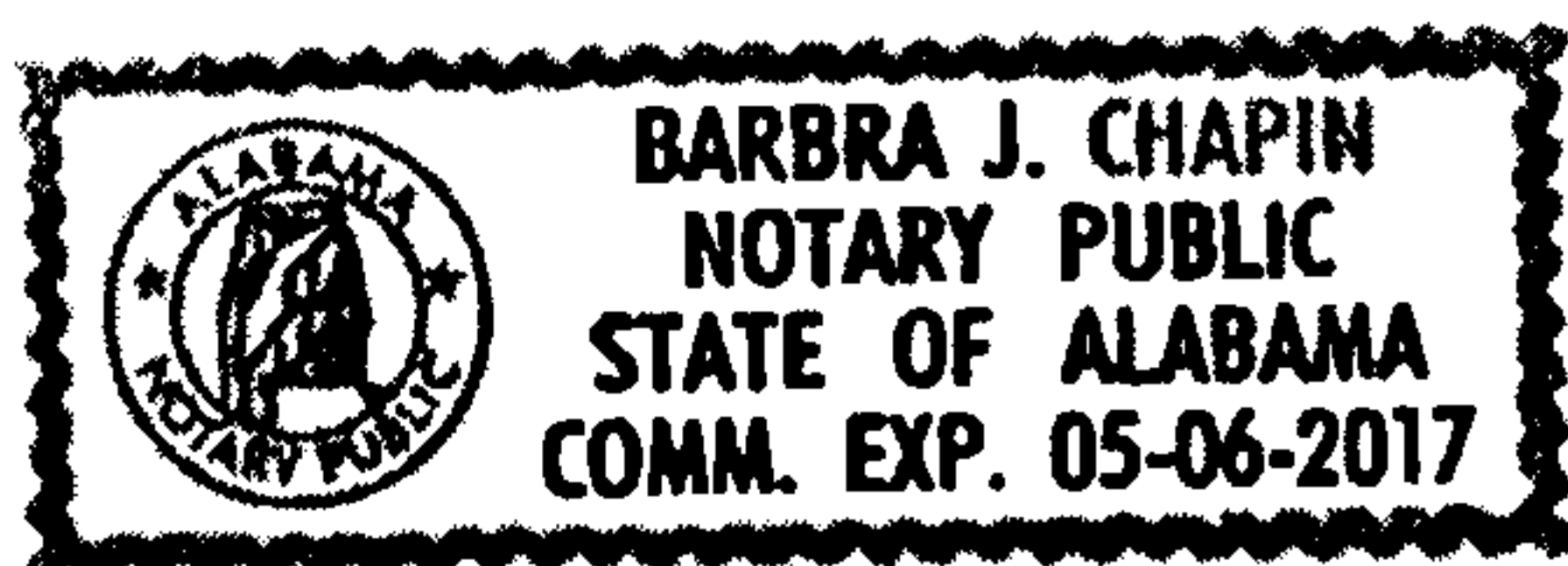

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Shelby Cnty Judge of Probate: AL
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IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the first date written above.

Julia Elizabeth Baer
Julia Elizabeth Baer, as the Trustee of the Family Trust
under the Last Will and Testament of Phillip A. Baer
dated February 9, 2000, and as Beneficiary

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Julia Elizabeth Baer, in her capacity as Trustee and Beneficiary, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she, in her said capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this October 7, 2014.



Barbra J. Chapin
Notary Public
My commission expires: 5-6-17

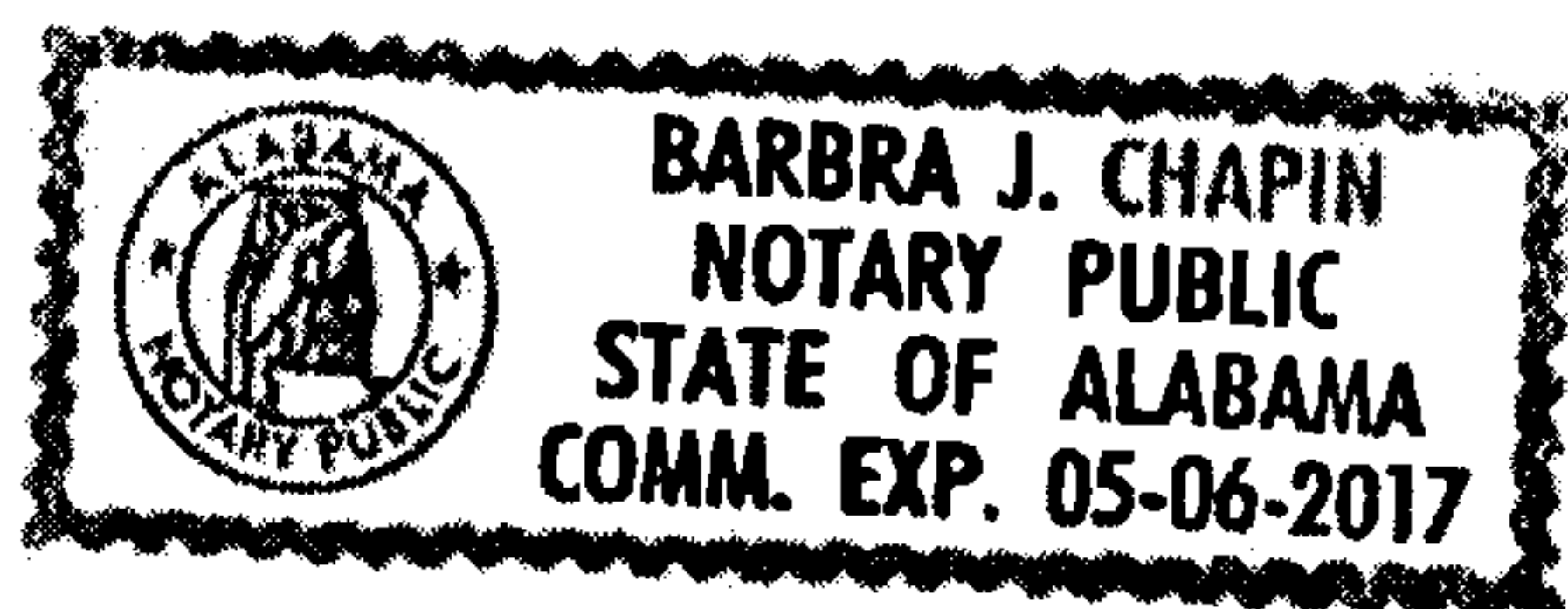
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IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the first date written above.

Howard Baer
Howard Baer, as Beneficiary

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Howard Baer, in his capacity as Beneficiary, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, in his said capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this October 9, 2014.



Barbra J. Chapin
Notary Public
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