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07/10/2015 02:12:44 PM
DEEDS 1/12

Send tax notice to:
Donald A. Cables
Margaret C. Nabors
1006 Highlands Lake Trace
Birmingham, AL 35242

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

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).

WARRANTY DEED

STATE OF ALABAMA)
KNOW ALL MEN BY THESE PRESENTS:
SHELBY COUNTY)

That in consideration of One Dollar and other good and valuable consideration, to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, Paula J. Burchenal, as Trustee of the Donald A. Cables and Margaret Cables Nabors Trust dated February 22, 2011 (which is also known as the Donald A. Cables and Margaret C. Nabors Trust, hereinafter referred to as the "Original Trust"), (hereinafter referred to as "Grantor"), whose mailing address is 7951 Desert Cove Avenue, Scottsdale, AZ 85260, do grant, bargain, sell and convey unto Donald A. Cables and Margaret Cables Nabors, and any successors, as Trustees of the Donald A. Cables and Margaret C. Nabors Trust dated February 22, 2011, as amended and restated June 26, 2015 (the "Amended and Restated Trust") (hereinafter referred to as "Grantee"), whose mailing address is 1006 Highlands Lake Trace, Birmingham, AL 35242, all of the following described real estate situated in Shelby County, Alabama, to-wit:

> Lot 517, according to the Survey of Highland Lakes, 5th Sector, Phase II, as recorded in Map Book 19, page 3 A & B, in the Probate Office of Shelby County, Alabama.
>
> Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of

Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 5th Sector, recorded as Instrument #1994-07910 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, as hereinafter collectively referred to as, the "Declaration").

The Grantor is the grantee of that certain Warranty deed dated February 22, 2011, and recorded at Instrument No. 20110307000075220 of the Shelby County Probate Court records.

Tax Assessor's Market Value is $432,200. **This conveyance is exempt from deed tax as the only change being made is the name of the Trustee.**

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.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever. Full power and authority is granted to the trustee(s) to protect, conserve, sell, at public or private sale, lease, encumber or otherwise to manage and dispose of the above described property, or any part of it, upon such terms and conditions as the trustee(s) may determine. No person dealing with the trustee(s) shall be bound to see to the application of any purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition.

The purposes of this conveyance are: (1) to reflect the facts that the Original Trust has been amended and restated by the Amended and Restated Trust, and that Donald A. Cables and Margaret Cables Nabors are trustees of the Amended and Restated Trust; (2) to remove Paula J. Burchenal as Trustee from the title to the above described property; and (3) to vest title to the above described property in the Grantees as the Trustees of the Amended and Restated Trust.

The above property constitutes the homestead of the Grantees.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on June 26, 2015.

Paula J. Burchenal

Paula J. Burchenal, as Trustee of the Donald A. Cables and Margaret C. Nabors Trust dated February 22, 2011

I, the undersigned authority, a Notary Public in and for the County of Maricopa, State of Arizona, hereby certify Paula J. Burchenal, as Trustee of the Donald A. Cables and Margaret C. Nabors Trust dated February 22, 2011, whose name 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 said capacity and with authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on June 26, 2015.

Notary Public

Dejan Lolic

Printed Name

(NOTARY SEAL)

My Commission Expires: 02-04-19

Dejan Lolic
Notary Public
Maricopa County, Arizona
My Comm. Expires 02-04-19

CERTIFICATION OF TRUST

This Certification of Trust is in lieu of a copy of the trust instrument pursuant to Section 19-3B-1013 of the Code of Alabama, as amended from time to time.

1. The Donald A. Cables and Margaret Cables Nabors Trust dated February 22, 2011 (the "Trust") is currently in existence. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect. Excerpts of the Trust consisting of the first page and the signature page(s) are attached hereto as Exhibit "A" and made a part hereof.

2. The Settlors of the Trust are Donald A. Cables and Margaret Cables Nabors (the "Settlors").

3. The name and address of the currently acting Trustee (the "Trustee") is Paula J. Burchenal, 7951 Desert Cove Avenue, Scottsdale, AZ 85260.

4. The pages of the Trust setting forth the relevant powers of the Trustee are attached hereto as Exhibit "B" and made a part hereof.

5. The Trust is revocable.

6. The tax identification number of the Trust is the Social Security numbers of the Settlors.

7. The name in which title to trust property may be taken is "Paula J. Burchenal, as Trustee of the Donald A. Cables and Margaret Cables Nabors Trust dated February 22, 2011."

8. The sole asset of the Trust is real property located at 1006 Highlands Lake Trace, Birmingham, AL 35242 which is being conveyed to Donald A. Cables and Margaret Cables Nabors, and any successors, as Trustees of the Donald A. Cables and Margaret Cables Nabors Trust dated February 22, 2011, as Amended and Restated June 26, 2015.

9. Upon recordation of the deed, Paula J. Burchenal resigns as Trustee of this Trust.

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Witnesses:

Paula J. Burchenal, Trustee

I, the undersigned, a Notary Public in and for the County of Maricopa, State of Arizona, hereby certify that Paula J. Burchenal, whose name as Trustee aforesaid 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, the said instrument was executed by Paula J. Burchenal voluntarily, and with authority, and the aforesaid witnesses on the day the same bears date.

Given under my hand and seal on June 26, 2015.

Notary Public
My Commission Expires: 02-04-19

This Instrument Prepared by:

Douglas L. McWhorter, Esq.
Dominick Feld Hyde, P. C.
1130 22nd Street South, Suite 4000
Birmingham, Alabama 35205
(205) 536-8888

Dejan Lolic
Notary Public
Maricopa County, Arizona
My Comm. Expires 02-04-19

Ref: 265809.docx

EXHIBIT "A"

STATE OF ALABAMA)

SHELBY COUNTY)

DONALD A. CABLES AND MARGARET CABLES NABORS TRUST

This Trust Agreement is made and entered into as of this the 22nd day of February, 2011, by and between **DONALD A. CABLES** and **MARGARET CABLES NABORS** ("Grantors"), and **PAULA J. BURCHENAL** ("Trustee");

That, for and in consideration of the sum of One Dollar and other good and valuable consideration received, the adequacy and sufficiency of which is hereby acknowledged, we, the Grantors, do transfer, convey, pay over and deliver unto the Trustee, property to be held pursuant to the terms of this Trust Agreement, such property being described on Exhibit "A" attached hereto and made a part hereof;

TO HAVE AND TO HOLD the same and such other property as the Trustee may subsequently acquire pursuant to the power and authority herein given to the Trustee (all of which for convenience will be referred to as the "Trust Estate") unto the said Trustee but in trust, nevertheless, for the uses and purposes, upon the terms and conditions and with the powers and duties hereinafter stated.

ARTICLE I
TRUST DURING OUR LIFETIMES

(a) *Trust for Our Benefit.* Beginning with the date of this Trust Agreement and during our joint lives, the Trustee shall hold the Trust Estate in trust for the joint use and benefit of Donald A. Cables and Margaret Cables Nabors, and then after the death of Margaret Cables Nabors or Donald A. Cables, the Trustee shall use the Trust estate for the use and benefit of the survivor. During such periods the Trustee shall pay to one or both of us, as the case may be, such amounts of the income and principal thereof as may be necessary or desirable, in the sole discretion of the Trustee, for the maintenance, support and health of either or both of us, taking into consideration other income, resources, or financial assistance available from all other sources and such other circumstances and factors deemed pertinent by the Trustee. In addition, the Trustee shall distribute to either or both of us such amounts of the income and principal as either of us shall request from time to time, provided the requesting person is not incapacitated, such incapacity to be determined as hereinafter provided or as otherwise provided by law. As a guide to the Trustee, in exercising her discretion for the invasion of principal following the death of one on the Grantors, but without imposing obligation on the Trustee, we declare that the primary interest in creating this Trust following the death of one of the Grantors is in assuring that the surviving Grantor of the contents of this instrument, she executed the same voluntarily as of the date first above written.

Given under my hand and seal this 22nd day of Febuary, 2011.

Douglas G. McRobson
Notary Public

[SEAL]
My commission expires:
5/10/11

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority in and for said county in said state hereby certify that **DONALD A. CABLES**, whose name is signed to the foregoing instrument as Grantor and who is known to me, acknowledged before me on this day that, being informed the contents of this instrument, he executed the same voluntarily as of the date first above written.

Given under my hand and seal this 22nd day of Febuary, 2011.

Douglas G. McRobson
Notary Public

[SEAL]

My commission expires:
5/10/11

STATE OF ARIZONA)
Maricopa COUNTY)

I, the undersigned authority in and for said county in said state hereby certify that **PAULA J. BURCHENAL**, whose name is signed to the foregoing instrument as Trustee and who is known to me, acknowledged before me on this day that, being informed the contents of this instrument, she executed the same voluntarily as of the date first above written.

Given under my hand and seal this 21st day of March, 2011.

Notary Public

[SEAL]

Caryn Nickens
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
October 19, 2011

My commission expires:
Oct 19, 2011

EXHIBIT "B"

which period the trust shall be vested in and distributed to those persons enjoying the use of said trust at the expiration of such period, in the proportion in which they are so enjoying the same, irrespective of their attained ages.

(h) *Spendthrift Protection*. As to the net income or principal which by any of the provisions hereof may be payable to any beneficiary, such beneficiary shall have no power, either directly or indirectly, to anticipate, charge, mortgage, encumber, assign, pledge, sell or otherwise dispose of any part thereof, until the same actually shall have been paid in hand to him or her by the Trustee. Nor shall any such income or principal of said trust estate be liable for any obligations of any kind incurred by or for any such beneficiary.

(i) *Incapacity*. Notwithstanding any other provision hereof, an individual shall be deemed to be incapacitated if the individual's ability to transact ordinary business is impaired because of illness, advanced age or other cause, such incapacity to be determined in writing by a physician who has examined or treated the individual. The foregoing shall not be the sole method of determining incapacity.

(j) *Partial Invalidity*. The invalidity of any of the terms hereof, whether in whole or in part, shall not be construed materially to disturb the plan of distribution herein created or to affect the validity of any other provision hereof.

(k) *Construction*. This trust is created in and is to be construed under the laws of the State of Alabama.

ARTICLE VI
POWERS OF TRUSTEE

(a) *General Powers*. The Trustee shall hold and manage the said trust or trusts and all shares thereof, with all of the powers and authority the Trustee would have if the Trustee were the absolute owner thereof, including but not limited to the following powers:

(1) To collect the income therefrom.

(2) To compromise, adjust and settle in the discretion of the Trustee any claim in favor of or against the trust.

(3) To hold any property or securities originally received by the Trustee as a part of the trust or to which the Trustee may become entitled by virtue of incorporation, liquidation, reorganization, merger, consolidation or change of charter or name, including any stock or interest in any family

corporation, partnership or enterprise, so long as the Trustee shall consider the retention for the best interests of the trust.

(4) To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a shorter period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all or any portion of the trust, in such manner and upon such terms and conditions as the Trustee may approve.

(5) To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, securities, shares of regulated investment companies or trusts, or other property, real or personal, or to purchase options for such purposes, or to exercise options, rights, or warrants, to purchase securities or other property, as to the Trustee may seem suitable.

(6) To hold, retain or acquire property or securities which in the opinion of the Trustee is for the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.

(7) To vote any corporate stock held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give any consent for or with respect thereto.

(8) To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.

(9) To borrow money for such time and upon such terms as the Trustee shall see fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

(10) To advance money to any trust created hereunder for any purpose of the trust, and to repay the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

(11) To hold money in the custody of the Trustee while awaiting distribution or investment under the terms hereof, even though such money be commingled with the funds of the Trustee (in which case the Trustee shall keep a separate account of the same), and the Trustee shall not be required to pay interest thereon.

(12) To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Trustee shall deem necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

(13) To hold property or securities in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relation.

(14) To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the Trustee shall deem necessary or desirable.

(15) To determine whether any money or property coming into the hands of the Trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust as the Trustee shall deem just and equitable, in keeping with the provisions of applicable principal and income laws.

(16) To combine or otherwise merge two or more trusts or shares hereunder into a single trust or share if they have the same provisions and beneficiaries, or to hold and administer such trusts or shares as separate trusts or shares.

(17) To divide any trust hereunder into two or more separate trusts, and to divide any devise, bequest or transfer to any trust hereunder into devises, bequests or transfers to the two or more separate trusts; and if such division is made, to select the trust or trusts from which any part or all of any payment of income or principal to any beneficiary thereof shall be made, and to recombine said trusts back into a single trust at any time.

(18) To hold, as a matter of administrative convenience, any two or more trusts for the same beneficiary as a single trust, without physically

dividing the same until actual division becomes necessary in order to make distribution, making division thereof only upon books of account by proper entries and allocating to each trust its proportionate part of receipts and expenditures, but such failure to make division shall not change the beneficial interest of any person nor defer the vesting of any estate which would otherwise vest.

(19) To pay any expenses reasonably necessary for the administration of the trust.

(20) To exercise any power hereunder, either acting alone or jointly with others.

ARTICLE VII
PROVISIONS CONCERNING TRUSTEE

(a) *Successor Trustees.* If **PAULA J. BURCHENAL** should become incapacitated or resign or for any other reason fail or cease to serve as Trustee, then we appoint **JOHN PFLASTERER** as successor Trustee.

(b) *Trustee's Consent.* The Trustee has joined in the execution of this instrument for the purpose of evidencing its consent to act as Trustee hereunder pursuant to the terms hereof.

(c) *Resignation of Trustees.* Any Trustee may resign as Trustee of any trust hereunder with the consent of a court of competent jurisdiction or by obtaining the written consent of a majority in number of the beneficiaries to whom the current trust income of such trust may or must then be distributed. If any beneficiary so entitled to act is then under legal disability, the instrument of approval may be signed by the conservator or natural guardian of such person on his or her behalf. Unless a successor Trustee is otherwise appointed pursuant to the terms hereof, a majority of such beneficiaries (or such conservators or natural guardians) shall have the power to appoint a successor Trustee. Upon the failure to make such appointment within thirty days of receipt by the current Trustee of said written consent, the current Trustee may petition a court of competent jurisdiction to appoint a successor Trustee.

(d) *Rights and Duties of Successor Trustees.* Any successor Trustee shall have and may exercise all the title, powers, duties and discretion granted to the original Trustee without court order or act of transfer. No successor Trustee shall be personally liable for an act or failure to act of any predecessor Trustee. A successor Trustee may accept the account