

Reli Settlement Solutions, LLC
3595 Grandview Parkway
Suite 600
Birmingham, Alabama 35243

RNT1500645

This instrument was prepared by:

Stewart & Associates, P.C.
3595 Grandview Pkwy, #645
Birmingham, Alabama 35243


20150918000327610 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
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Certification of Trustee

1. This affidavit is made relating to real property held in trust in the County of Shelby, State of Alabama.
2. The property is known as: 74 Mellow Lane, Alabaster, AL 35007
3. The legal description of the property is:

Commence at the NW corner of the SW 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama; thence S 43° 45' 00" E for a distance of 29.00 feet; thence S 3° 10' 59" E for a distance of 44.65 feet to the point of beginning and the Easterly right of way of Shelby County Hwy 339; thence S 0° 55' 19" E along said right of way a distance of 200.75 feet; thence S 25° 02' 46" E and leaving said right of way a distance of 51.50 feet; thence N 86° 14' 54" E a distance of 373.45 feet; thence N 1° 29' 50" W a distance of 219.37 feet to the Southerly right of way of Mellow Lane; thence N 89° 28' 00" W along said right of way a distance of 391.97 feet to the point of beginning.

Less and Except:

Commence at the Northwest corner of the Southwest Quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama and run thence S 43° 45' 00" E a distance of 29.00 feet to a point on the Easterly margin of Shelby County Highway No. 339; thence run S 03° 10' 59" E along said margin of said Highway a distance of 44.65 feet to a rebar corner on the Southerly margin of Mellow Lane, a twenty foot wide right of way roadway and the point of beginning of the property being described; thence run S 89° 28' 00" E along the South margin of Mellow Lane a distance of 181.14 feet to a rebar corner; thence run S 04° 19' 54" E a distance of 234.97 feet to a rebar corner; thence run S 86° 14' 54" W a distance of 174.22 feet to a rebar corner; thence run N 25° 02' 46" W a distance of 51.50 feet to a rebar corner on the Easterly margin of Shelby County Highway No. 339; thence run N 00° 55' 19" W along said margin of said Highway a distance of 200.75 feet to the point of beginning.

4. The name of the trust is: Myra Jo Gingo Family Trust
5. The trust was established on May 26, 2010, and is still in full force and effect.
6. The trustees of this trust are Myra Jo Gingo and Cherrie D. Niven.
7. FULL POWER AND AUTHORITY IS GRANTED TO SAID TRUSTEE, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easement or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and

every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

IN NO CASE shall any party dealing with the said trustee in relation to said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

THE INTEREST OF EACH AND EVERY BENEFICIARY UNDER SAID TRUST AGREEMENT and all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

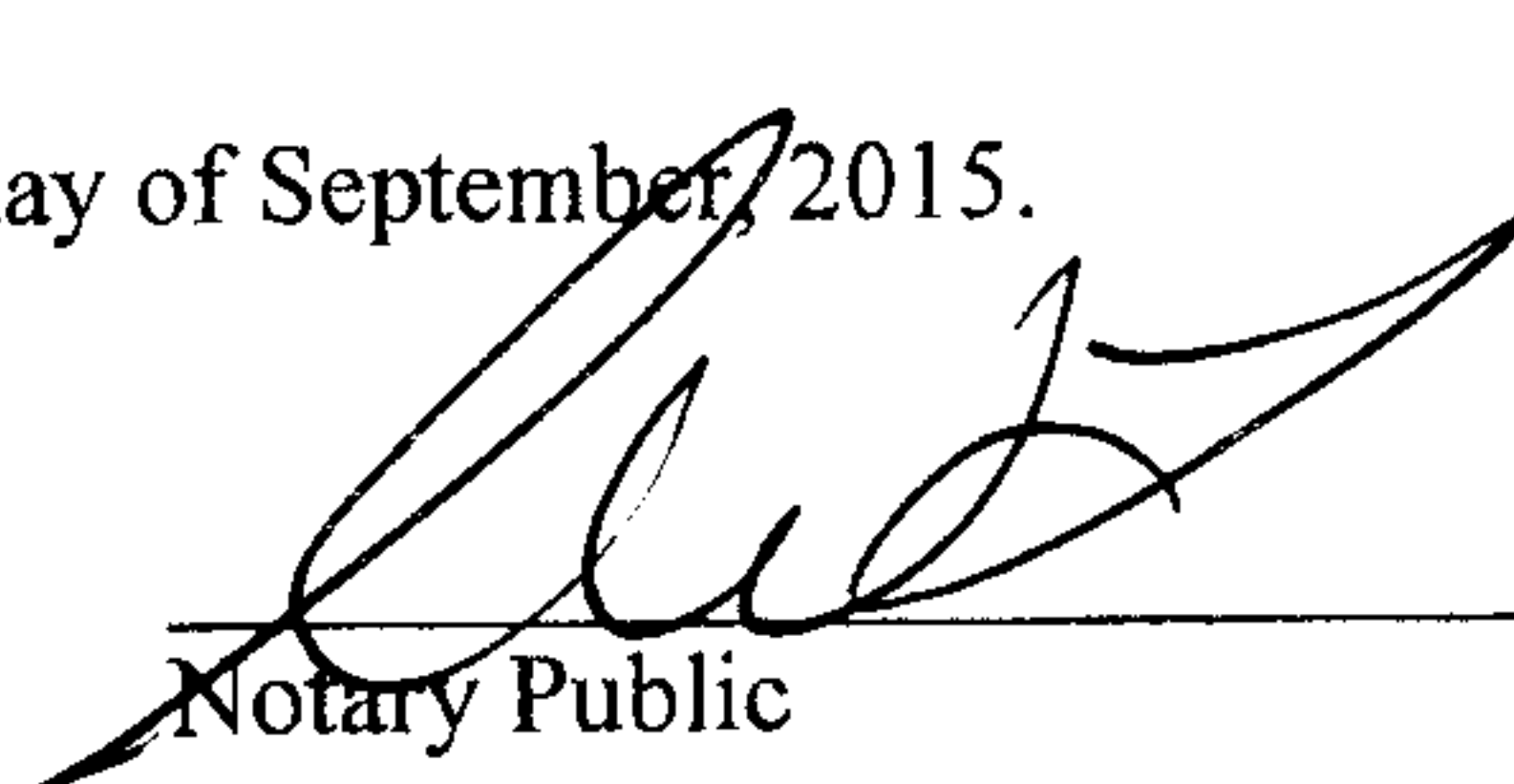
Further affiant sayeth not.


Cherrie D. Niven

State of Alabama
County of Shelby

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Cherrie D. Niven, 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 executed the same voluntarily on the day the same bears date.

Given under my hand this the 8TH day of September, 2015.


Notary Public

My commission expires: 3/25/17




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