

WARRANTY DEED



20170714000251260 1/5 \$171.50
Shelby Cnty Judge of Probate, AL
07/14/2017 10:38:30 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That Charles K. Acker and Lila F. Acker, husband and wife, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Charles K. Acker and Lila F. Acker, Trustee of the Charles K. and Lila F. Acker 2013 Revocable Trust, under Agreement dated May 22, 2013, at P. O. Box 2626, Ada, Oklahoma 74821, party of the second part, the following described real property and premises located in Shelby County, Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof;

SUBJECT TO rights-of-ways, easements and restrictions of record; together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to same.

Attached hereto is a Memorandum of the Grantee Trust.

To have and to hold said described premises unto the said party of the second part, and to its successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

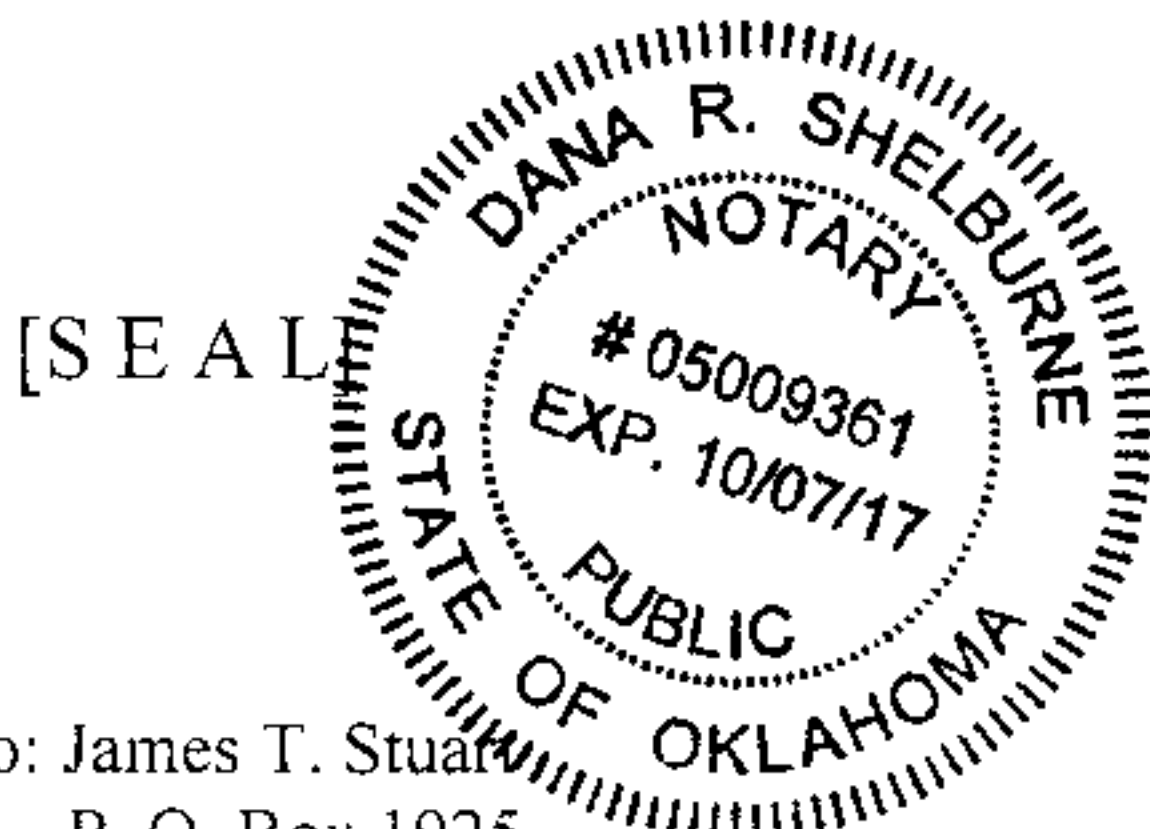
Signed and delivered this 14th day of June, 2017.

CHARLES K. ACKER

LILA F. ACKER

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 14th day of June, 2017, personally appeared Charles K. Acker and Lila F. Acker, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.


NOTARY PUBLIC

Return to: James T. Stuart
P. O. Box 1925
Shawnee, OK 74802-1925

Shelby County, AL 07/14/2017
State of Alabama
Deed Tax: \$143.50

EXHIBIT "A"

SHELBY COUNTY, ALABAMA:

Commence and begin at the Southeast Corner (SE/C) of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4), of Section Six (6), Township Twenty (20) South, Range Two (2) West; thence running West 951.25 feet to the point of beginning, thence West 66.9 feet, thence North 191.98 feet, thence East 166.9 feet, thence South 91.98 feet, thence West 100 feet, thence South 100 feet to the point of beginning; AND

Begin at the Northeast Corner (NE/C) of the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section Six (6), Township Twenty (20) South, Range Two (2) West, Shelby County Alabama; thence run South $89^{\circ} 57' 18''$ West along the North line of said $\frac{1}{4} \frac{1}{4}$ a distance of 783.34 feet; thence run South $36^{\circ} 50' 26''$ West a distance of 874.89 feet to a point on the East line of said $\frac{1}{4} \frac{1}{4}$; thence run South $2^{\circ} 05' 16''$ East along the West line of said $\frac{1}{4} \frac{1}{4}$ a distance of 608.18 feet to a point on the Northwest right of way line of Oak Mountain State Park Road; thence run North $32^{\circ} 37' 15''$ East along the Northwest right of way line of Oak Mountain State Park Road a distance of 456.01 feet to the point of beginning of a curve to the right having a central angle of $28^{\circ} 06' 19''$ a radius of 1141.74 feet, an arc distance of 560.0-6 feet; thence run along the chord of said curve North $46^{\circ} 40' 25''$ East a chord distance of 554.46 feet; thence run along Northwest right of way line of Oak Mountain State Park Road South $29^{\circ} 16' 26''$ east a distance of 85.00 feet; thence run North $59^{\circ} 23' 03''$ East along the Northwest right of way line of Oak Mountain State Park Road a distance of 232.39 feet to the point of beginning of a curve to the left having a central angle of $24^{\circ} 05' 35''$ a radius of 687.88 feet, an arc distance of 289.26 feet; thence run along the chord of said curve North $47^{\circ} 20' 15''$ east a chord distance of 287.13 feet; thence run North $35^{\circ} 17' 28''$ East along the Northwest right of way line of Oak Mountain State Park Road a distance of 321.01 feet; thence run North $2^{\circ} 5' 26''$ West a distance of 43.26 feet to the point of beginning.



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MEMORANDUM OF TRUST

The undersigned, Charles K. Acker and Lila F. Acker, husband and wife, P. O. Box 2626, Ada, OK 74821, being duly sworn upon oath, allege and state:

1. On May 22, 2013, there was created the "Charles K. and Lila F. Acker 2013 Revocable Trust Agreement" (the "Trust").

2. All or some portion of the undersigned Settlers' real and personal property is to be transferred and conveyed to the Trust. This Memorandum is intended to assist in the transfer of such property.

3. Article II of the Trust, relating to the appointment of Trustee and successor Trustees, provides:

"2.01 Appointment of Trustee and Successor Trustees. The Settlers, Charles K. Acker and Lila F. Acker, are hereby designated as Trustee of this trust. Either Trustee may act independent and without the consent of the other in all matters relating to this trust. If both Trustees shall die, fail to qualify, resign, or be unable to continue as Trustee due to their disability or incapacity, then Settlers' daughter, Kimberly K. Hext, is designated as successor Trustee of this trust. If Kimberly K. Hext shall die, fail to qualify, resign, or be unable to continue as Trustee due to her disability or incapacity, then Settlers' son-in-law, Gregory Wayne Hext, is designated as next successor Trustee of this trust. If Gregory Wayne Hext shall die, fail to qualify, resign, or be unable to continue as Trustee due to his disability or incapacity, then Gordon Russell, of Dallas, Texas, is designated as next successor Trustee of this trust.

2.02 Trustee Disability or Incapacity. For purposes of this Trust Agreement, an individual Trustee shall be considered to be disabled or incapacitated (i) if a court of competent jurisdiction determines that the Trustee is incompetent, or (ii) if by reason of illness or mental or physical disability the Trustee is unable to attend to day-to-day business matters, and the Trustee's inability to do so is likely to continue, and these determinations are made by two (2) physicians licensed to practice medicine in the state of Trustee's residence, or in the state where the disability or incapacity occurs, in writing. While acting in good faith, a physician who makes such determination shall not have any liability to any person, including the Settlers and any successor-in-interest of the Settlers, as a result thereof.

2.03. Clarification of the Term "Trustee". Whenever in this Trust Agreement the Settlor uses the term "Trustee," the same shall be construed to include the plural of the term, if applicable.

2.04 Powers of Successor Trustee. Any successor Trustee shall have, from and after appointment or succession to office hereunder and without any assignment or action by any person, all the title, rights, interests and powers, including discretionary rights and powers which are by the provisions of this Trust Agreement granted to and vested in the predecessor Trustee."

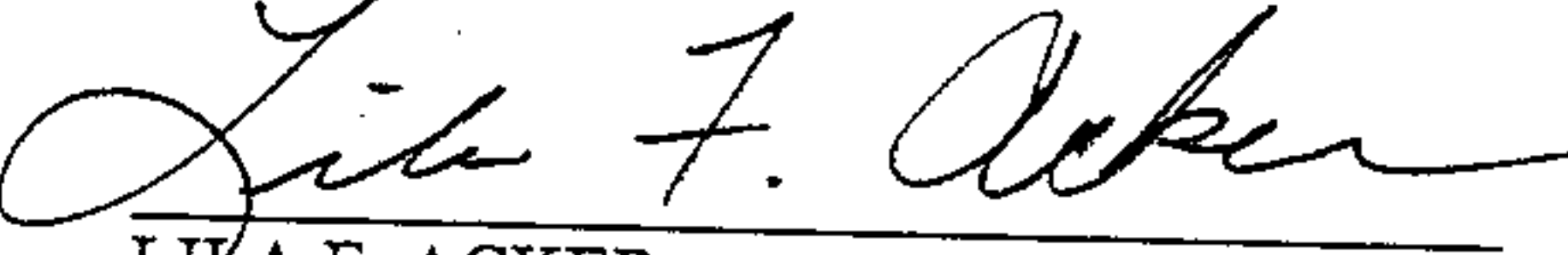
4. Section 6.02, relating to reliance by third parties on the Trustee's authority, provides:

"6.02 Reliance by Third Parties on Trustee's Authority. No person, firm or corporation dealing with the Trustee with reference to any of the trust assets, if acting in good faith, shall be required to ascertain the authority of the Trustee, nor to see to the performance of the Trustee's duties, nor to be responsible in any way for the proper application of funds or properties paid or delivered to the Trustee for the account of the trusts, but, if acting in good faith, such person, firm or

corporation may deal with the Trustee as though the Trustee were unconditional owner of the trust assets."

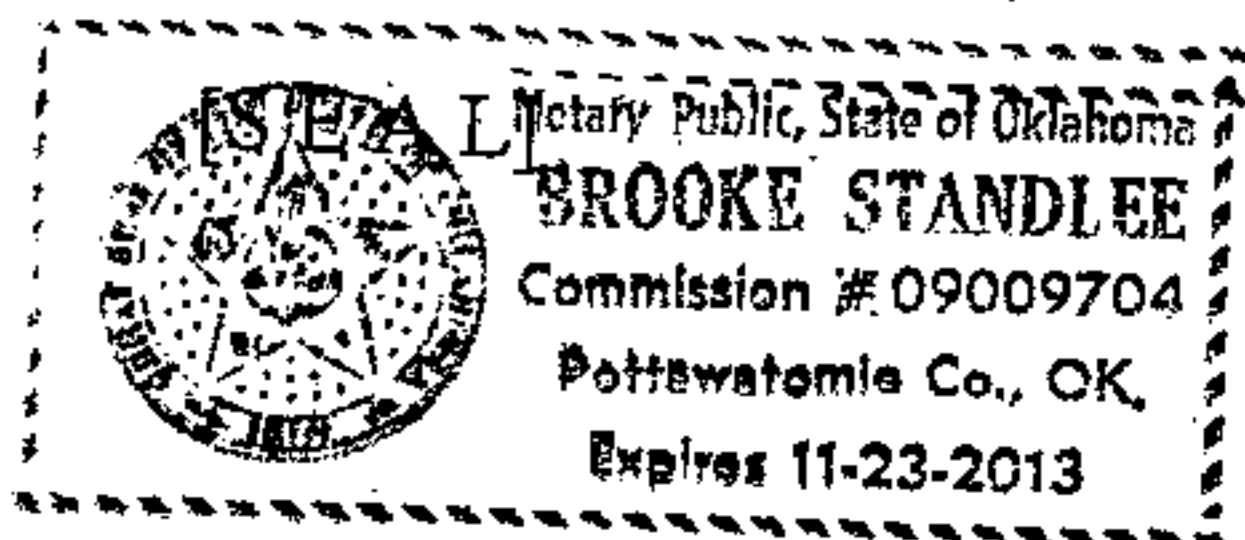
5. From and after the date hereof, all persons shall be entitled to deal with and rely upon the authority of either the Trustee or successor Trustees as provided hereinabove.



CHARLES K. ACKER



LILA F. ACKER

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me this 22nd day of May, 2013, by Charles K. Acker and Lila F. Acker, husband and wife.




NOTARY PUBLIC
Commission No. 09009704
My Commission Expires: 11/23/2013


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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 Charles Acker
Mailing Address Lila Acker
PO Box 2626
Ada, OK 74821

Grantee's Name Charles & Lila Acker,
Mailing Address Trustees
PO Box 2626
Ada, OK 74821

Property Address see attached
deed
or
Parcel # 143062001001030

Date of Sale _____
Total Purchase Price \$ _____
or
Actual Value \$ _____
or
Assessor's Market Value \$ 143,060.00

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 previous years tax document
on record in your 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 6-21-17

Print James T. Stuart

Unattested



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Sign

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1