

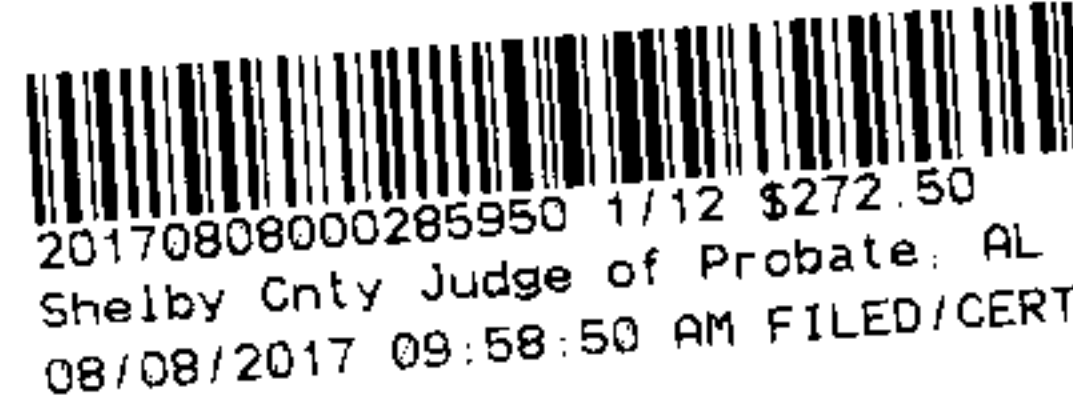
Shelby County: AL 08/08/2017
State of Alabama
Deed Tax: \$224.50

THIS INSTRUMENT PREPARED BY:

Allen C. Jones
Attorney at Law
202 W. Walnut Street
Troy, Alabama 36081

STATE OF ALABAMA,

SHELBY COUNTY.



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten Dollars and other valuable considerations to the undersigned Grantor, in hand paid by the Grantees herein, the receipt whereof is hereby acknowledged, **TROY BANK AND TRUST COMPANY, AS TRUSTEE OF THE PATRICK W. DAVIS REVOCABLE LIVING TRUST AGREEMENT DATED SEPTEMBER 17, 2003** (herein referred to as "Grantor"), hereby grants, bargains, sells and conveys unto **DONNA VICKERY AND PAULA DANIELS, AS TENANTS IN COMMON** (herein referred to as "Grantees"), the following described real estate situated in Shelby County, Alabama, to-wit:

An undivided one-half (1/2) interest in and to the following:

All of the NE 1/4 of SW 1/4 of Section 29, Township 19, Range 1 East, except that part lying East of the Pumpkin Swamp Road, containing 1 acre, more or less; also except 8 acres described as beginning at the southwest corner of said forty and run East 199 1/3 yards; thence North 199 1/3 yards; thence west 199 1/3 yards; thence south 199 1/3 yards to point of beginning; also except two acres described in deed to Eska Henderson, as shown by deed recorded in Deed Book 62, Page 326, in the Probate Office of Shelby County, Alabama.

See Revocable Living Trust Agreement attached hereto as Exhibit "A".

This conveyance is made subject to any and all restrictions, reservations, easements and/or rights of way of record affecting said property.

The preparer of this instrument renders no opinion as to the validity of title, correctness of description or value of the above described property.

REFERENCE: Instrument Number 20100415000115800

TO HAVE AND TO HOLD to the said Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned by and through its authorized officer has hereunto set its hand and seal this 24 day of July, 2017

TROY BANK AND TRUST COMPANY,
AS TRUSTEE OF THE PATRICK W. DAVIS
REVOCABLE LIVING TRUST AGREEMENT
DATED SEPTEMBER 17, 2003

By: Denise Owens
Its Trust Officer

STATE OF ALABAMA,

PIKE COUNTY.

I, Tracey J Davis a Notary Public in and for said County, in said State, hereby certify that Denise Owens, whose name as Trust Officer of Troy Bank and Trust Company 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 such Trust Officer, executed the same voluntarily on the day the same bears date on behalf of Troy Bank and Trust Company as Trustee of the Patrick W. Davis Revocable Living Trust Agreement Dated September 17, 2003.

Given under my hand and seal this the 24 day of July, 2017.

Tracey J Davis
NOTARY PUBLIC

Send Tax Notice To:

Donna Vickery
Paula Daniels
780 Cahaba River Estates
Hoover, AL 35244

TRACEY J. DAVIS
Notary Public, AL State at Large
My Comm. Expires May 17, 2021


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Shelby Cnty Judge of Probate, AL
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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 Troy Bank and Trust Company
Mailing Address Trustee
P. O. Box 967
Troy, Alabama 36081

Grantee's Name Donna Vickery - 780 Cahaba River
Mailing Address Est., Hoover, AL 35244
Paula Daniels - 10205 Kearns Rd.
Theodore, AL 36582

Property Address 1/2 Interest in acreage in
S29, T19, R1E
Shelby County, Alabama

Date of Sale 07/24/2017
Total Purchase Price \$
or
Actual Value \$

or
Assessor's Market Value \$ 224,400.00 (1/2)
(Full value is \$448,800.00)



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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 ☐ Appraisal
☐ Sales Contract ☒ Other Shelby Co. Revenue Commissioner Appraised Value
☐ Closing Statement

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 8-1-17

Print Allen C. Jones

Unattested

Sign (Grantor/Grantee/Owner/Agent) circle one

(verified by)

Form RT-1

STATE OF ALABAMA,
PIKE COUNTY.

EXHIBIT A

REVOCABLE LIVING TRUST AGREEMENT

THIS TRUST AGREEMENT made and entered into this 17 day of September, 2003,
by and between **PATRICK W. DAVIS**, (hereinafter referred to as "Grantor") and **TROY BANK
AND TRUST COMPANY**, Troy, Alabama, (hereinafter referred to as the "Trustee"),
WITNESSETH:

That for and in consideration of the sum of One Dollar and other good and valuable considerations received, the Grantor has transferred and paid over, and by these presents does transfer and pay over unto the Trustee the property described in Schedule "A" attached hereto.

TO HAVE AND TO HOLD the same unto the said Troy Bank and Trust Company (and to such successor corporation having trust powers as shall succeed to the business of said bank by purchase, merger, consolidation, or change of charter or name), in trust, nevertheless, for the use and purposes, upon the terms and conditions, and with the powers and duties hereinafter stated.

ARTICLE I

The Trustee shall hold and manage said assets and such other money or property as it may subsequently acquire pursuant to the power and authority herein given to it (all of which for convenience will hereinafter be referred to as "Trust Estate") with full power to compromise, adjust and settle in its discretion any claim in favor of or against said trust estate, collect the income therefrom, and from time to time to sell at public or private sale, to convey, exchange, lease for a period beyond the possible termination of the trust, or for a less period, improve, encumber, borrow on the security of, or otherwise dispose of, all or any portion of said trust estate, without the necessity of the order of any court, in such manner and upon such terms and conditions as said Trustee may approve, and with full power to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such secured or unsecured loans, stocks, bonds (including United States Treasury Bonds eligible for redemption at par in payment of federal estate tax), or other securities, mortgages, participation in mortgages,


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participation in a common trust fund or funds, or other property, real or personal, as to the said Trustee may seem suitable, and to change investments and to make new investments from time to time as to said Trustee may see necessary or desirable. The Trustee is specifically authorized to invest in Certificates of Deposit or savings accounts in the Trustee Bank only so long as the rate or yield thereon is the highest yield obtainable considering the safety of the investment. The Trustee may continue to hold any property or securities originally received by it as a part of this trust estate so long as it shall consider the retention thereof for the best interests of said trust estate, regardless of whether such property or securities are in law a proper investment of trust funds. In the disposition of any property constituting a part of said trust estate, the Trustee may acquire other property without being limited or restricted to a class of investments which a Trustee is or may be permitted by statutes or the Constitution of Alabama to make where such course is in its opinion for the best interest of said trust estate. The Trustee shall have power to determine whether any money or property coming into its hands shall be treated as a part of the principal of the trust estate or a part of the income therefrom, and to apportion between such principal and income any loss or expenditure in connection with said trust estate as to it may seem just and equitable.

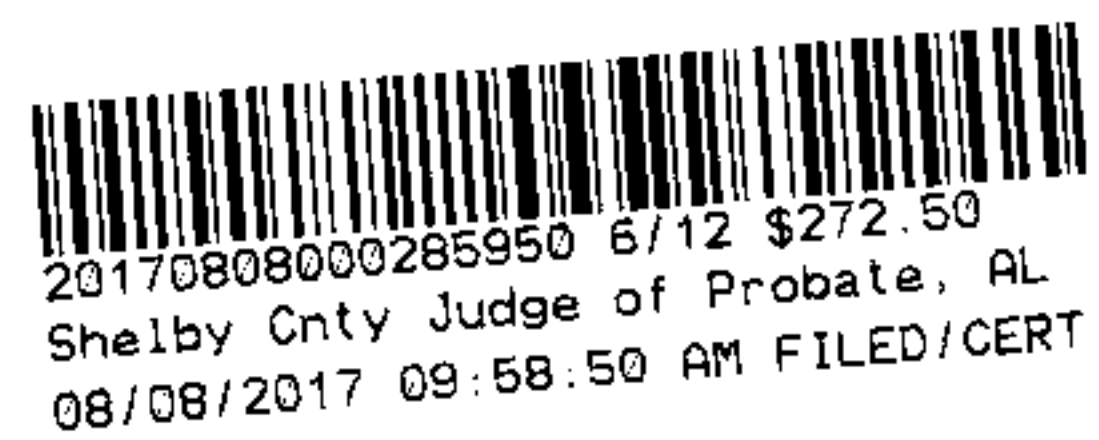
The Trustee is specifically authorized to borrow money (from itself individually or from others) upon such terms and conditions as it may determine and to mortgage and pledge estate and trust assets as security for the repayment thereof.

The Trustee may, in its sole discretion, cause the securities which shall from time to time constitute the trust estate or any part thereof, to be registered in its name as Trustee hereunder, or in the name of its nominee, or to take and keep the same unregistered and retain them or any part thereof in such condition that they will pass by delivery, provided that any such registration in the name of the nominee shall neither increase nor decrease the liability of the Trustee. Trustee shall be entitled to a judicial settlement of its accounts as Trustee and any expenses attributable to said proceeding charged against the trust estate. This provision shall be deemed an addition to any statutory or common law right of the Trustee to a judicial settlement of its account. The Trustee is also authorized to deal with Troy Bank and Trust Company, as an agent of PrimeVest, in connection with any transaction in my trust estate. I authorize the Trustee to handle any

transaction through Troy Bank and Trust Company as an agent for PrimeVest.

In addition to the foregoing powers, I vest in my said Trustee the following:

1. To collect the income therefrom.
2. To compromise, adjust and settle in their discretion any claim in favor of or against the trust.
3. To hold any property or securities originally received by them as a part of the trust or to which they 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, or any stock in any corporation, so long as they 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 less 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 Trustees may approve. The Trustees shall have full power and authority to grant, bargain, sell and convey any and all real estate, timber, minerals and mineral rights, and any interest in any real estate upon such terms and conditions as the Trustees, in their sole discretion, may determine to be appropriate.
5. To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds, mortgages, common trust funds, securities, 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 Trustees may seem suitable.
6. To hold, retain or acquire property or securities, which in their opinion 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 a consent for or with respect thereto.
8. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, to change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers,



employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

9. 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.

10. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the Trustees may select or to contract with others for the performance of them, and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such other instruments or agreements in connection therewith as the Trustees deem necessary or desirable.

11. To borrow money for such time and upon such terms as the Trustees 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.

12. To advance money to any trust for any purpose of the trust, and the Trustees shall reimburse themselves for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

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

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

15. To hold property or securities in bearer form, in the name of the Trustees, or in the name of their nominee, without disclosing any fiduciary relation.

16. To keep any property constituting a part of said trust properly insured against

hazards, to pay all taxes for 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 Trustees deem necessary or desirable.

17. To determine whether any money or property coming into their hands 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 Trustees may deem just and equitable; provided, however, that such power shall be exercised in accordance with the provisions of the Alabama Principal and Income Act.

18. To pay from income any expenses reasonably necessary for the administration of the trust and in the event the income is insufficient for such payments, the same shall be paid from the principal there.

19. To exercise any power hereunder, either acting alone or jointly with others.

ARTICLE II

The Trustee shall hold said trust estate in trust for the use and benefit of Grantor for and during his lifetime, unless sooner revoked by Grantor as herein provided. The Trustee shall pay over to the Grantor, or apply for his benefit, such part or all of the income and the principal of the trust estate as Grantor may direct or as the Trustee, in its discretion, deems appropriate for the Grantor's support and maintenance.

In the event of disability of the Grantor, the Trustee may use and apply all or any part of the income or principal of the trust estate as the Trustee, deems necessary for the care, support, maintenance and comfort of the Grantor.

A determination that I am disabled or incapacitated due to illness or any other cause may be made at any time and from time-to-time by my attending physician and one other physician selected by him. The terms "disability" and "incapacitated" shall be as defined in Sections 26-2A-20 (5), (8), and 26-2A-130 (c), Code of Alabama. Any such determination to be effective shall be stated in writing, signed by the attending physician, and delivered to the Trustee.



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ARTICLE III

Upon the death of the Grantor, this Trust Estate shall continue in trust for the use and benefit of my son, Patrick W. Davis, III, for and during the term of his natural life. I direct that the income from the Trust Estate be used as the Trustee, in its sole discretion, deems necessary and reasonable to provide for the maintenance and support of my said son including his education and health care needs. It is my desire that no part of the principal of the Trust Estate be invaded unless the income therefrom is, in the discretion of the Trustee, insufficient to provide for the reasonable maintenance, comfort, education and support of the beneficiary. I hereby authorize the Trustee to invade the principal of the Trust Estate for the purpose of using all or any portion thereof as the Trustee considers necessary or desirable to fulfill the purposes of this Trust.

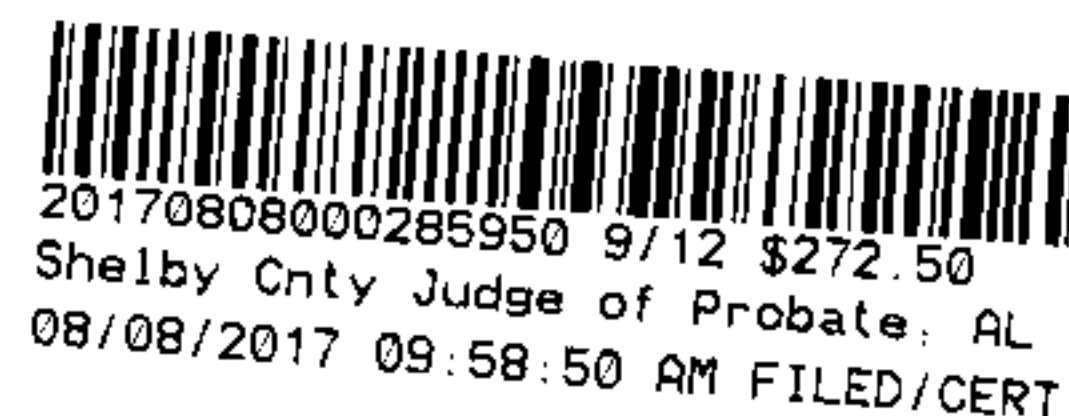
The trust for Patrick W. Davis, III, shall terminate upon the death of said beneficiary and I direct that the assets contained in this trust estate shall be transferred and paid over by my Trustee to my nieces, Donna Vickery and Paula Daniels, in equal shares, per stripes, fee simple absolutely. However, the Trustee shall have no duty to distribute trust property unless and until any tax liens thereon that may impose liability on the Trustee for taxation have been provided for to the satisfaction of the Trustee.

ARTICLE IV

Other and additional property may, with the consent of the Trustee, be made subject to the terms of this trust by transferring and delivering the same to the Trustee with written instructions to hold the same subject hereto.

ARTICLE V

This trust is hereby created and the interests hereunder are vested subject to the express



condition and reservation of power in the Grantor to revoke, alter, or amend this agreement, in whole or in part, during the lifetime of the Grantor, by an instrument in writing signed by the Grantor and delivered to the Trustee.

The Grantor hereby expressly reserves the right to consult with the Trustee in connection with investments, asset changes and the purchase, sale or other disposition of assets.

ARTICLE VI

The Trustee shall render monthly statements of all receipts and disbursements in connection with the trust estate to the Grantor. The written approval of the Grantor shall, as to all transactions shown in said statements, be final and binding upon all persons, whether in being or not, whether having a present interest in or future interest in the income or principal of the trust estate. The failure to file a written objection to a statement with the Trustee within ninety (90) days after receipt by the person to whom it was addressed shall be deemed to constitute an approval of said statements and its contents. The Trustee will file all necessary and required information and tax returns together with appropriate estimates, if required, during the administration of this trust.

ARTICLE VII

Troy Bank and Trust Company, as Trustee hereunder, shall receive reasonable compensation for its services, payable annually from the income account of the trust. Unless agreed otherwise between the Grantor and Trustee, said compensation shall be as stated from time to time in its regularly published fee schedule for similar trusts.

ARTICLE VIII

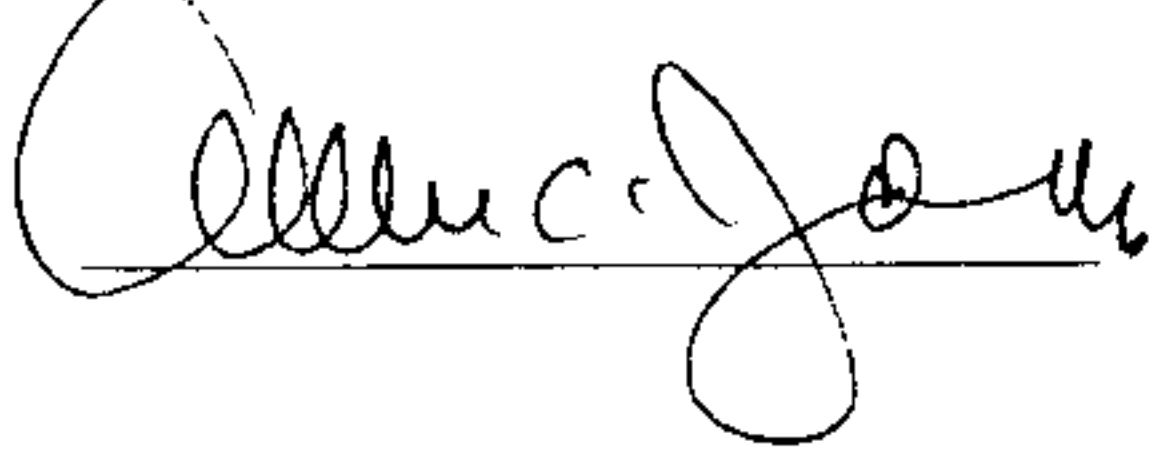
The trust created by this instrument shall be known as the "PATRICK W. DAIVS
REVOCABLE LIVING TRUST AGREEMENT dated the 17 day of September,

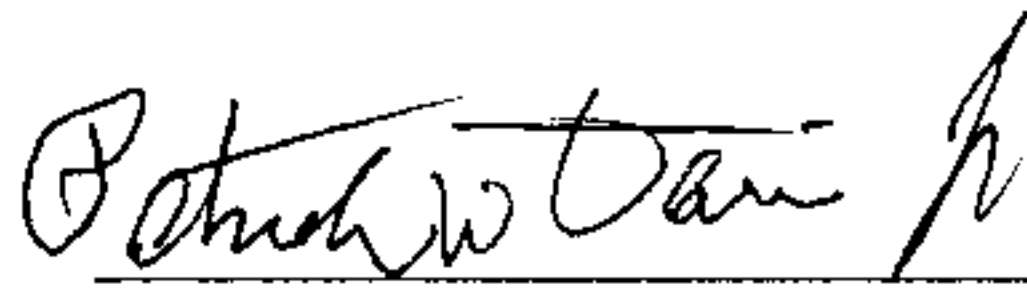
2003.” Any property held by the Trustee may be held in and any dealing by the Trustee may be carried on under said name.

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.

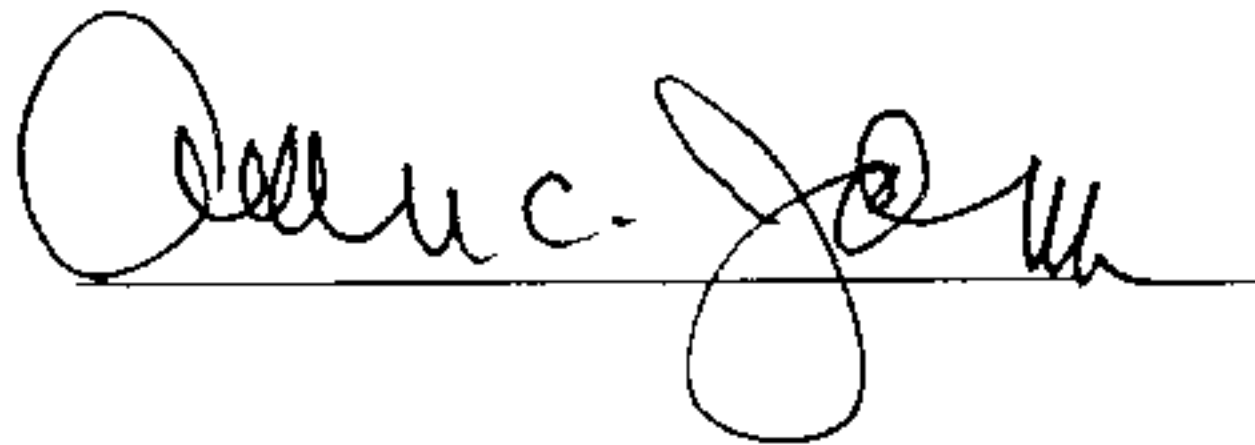
IN WITNESS WHEREOF, the undersigned, **PATRICK W. DAVIS** and **TROY BANK AND TRUST COMPANY**, Troy, Alabama, have joined in the execution of these presents, in duplicate, on the day and year herein first written.

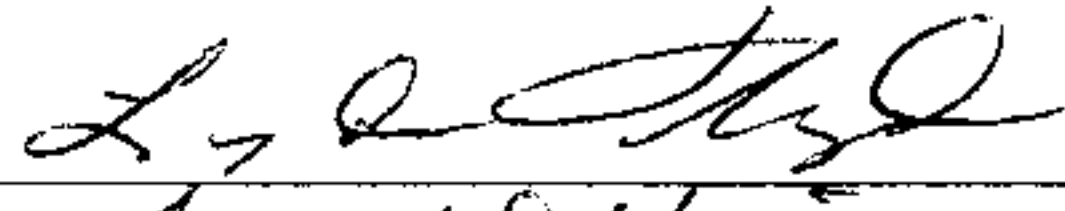
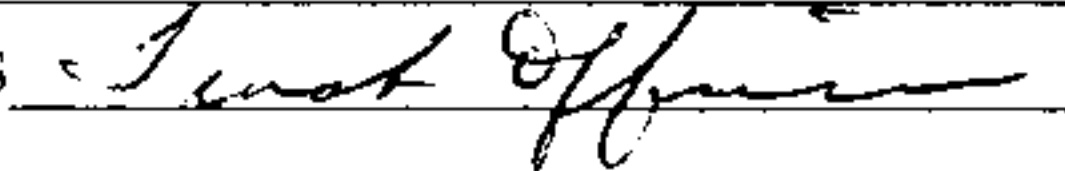
WITNESS:




PATRICK W. DAVIS

TROY BANK AND TRUST COMPANY,
TRUSTEE

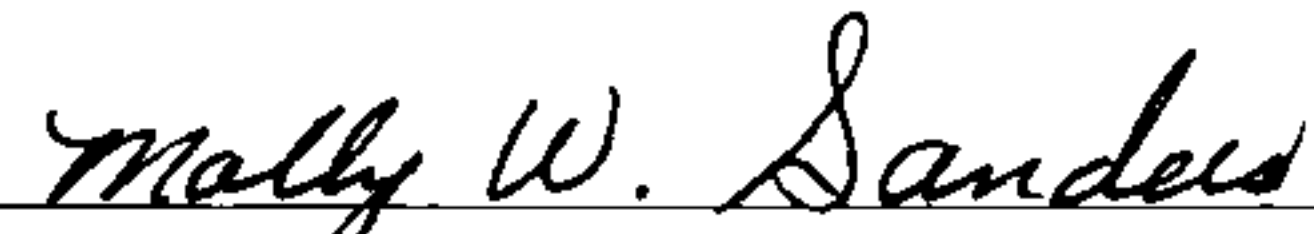


By: 
Its 

STATE OF ALABAMA,
PIKE COUNTY.

I, Mally Sanders, a Notary Public in and for said County, in said State, hereby certify that Patrick W. Davis, 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 and seal this the 17 day of Sept., 2003.


NOTARY PUBLIC

STATE OF ALABAMA,

PIKE COUNTY.


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I, Mally Sanders, a Notary Public in and for said County, in said State, hereby certify that Lynda Floyd, whose name as Trust Officer of Troy Bank and Trust Company, a banking corporation, 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 as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 17 day of Sept, 2003.

Mally Sanders
NOTARY PUBLIC

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