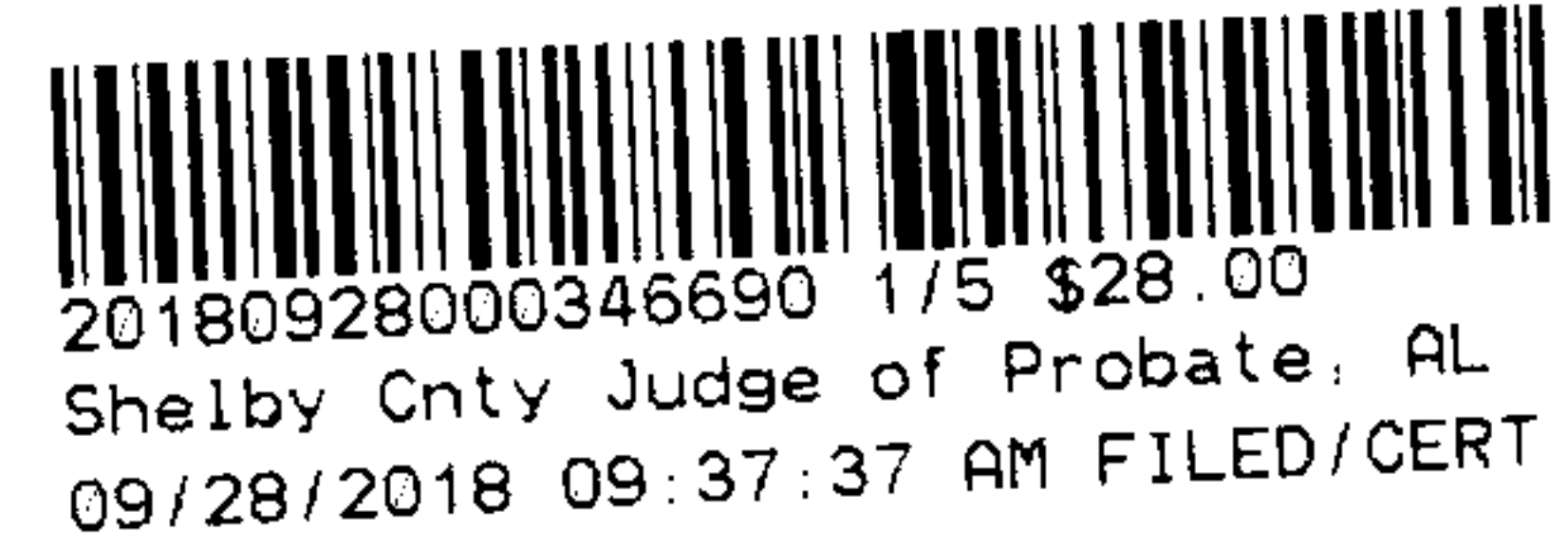


Send Tax Notice to:
Nickolas S. Marino, Jr.
1150 Greystone Crest
Birmingham, AL 35242

TITLE NOT EXAMINED

This instrument prepared by
Ralph H. Yeilding
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, AL 35203-2119
(205) 521-8290



PERSONAL REPRESENTATIVES' DEED

STATE OF ALABAMA)
 :
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT:

Nickolas S. Marino, also known as Nickolas Salvatore Marino, Sr. (the "Decedent"), died on August 26, 2017, and the will of the Decedent dated January 10, 2017 (the "Will") was admitted to probate by the Probate Court of Shelby County, Alabama on January 23, 2018 (Case No. PR-2018-000008). The undersigned, Lisa M. Marino, formerly known as Lisa M. Bivona, and Nickolas S. Marino, Jr., the surviving children of the Decedent, are the duly appointed and acting personal representatives of the Will (the "Personal Representatives"). The Decedent, at his death, owned the real property described below situated in Shelby County, Alabama (the "Real Property").

The Decedent was the sole beneficiary of the residuary estate under the will of his predeceased spouse, Bernadette S. Marino, also known as Bernadette Marino, who acquired the Real Property by virtue of that certain Warranty Deed dated January 27, 2000 from Nickolas S. Marino and Bernadette S. Marino, husband and wife, to Bernadette S. Marino ("Bernadette"), which deed is recorded as Instrument No. 20040928000536230 in the Probate Court of Shelby County, Alabama. Bernadette died on November 17, 2016, and her last will and testament was admitted to probate in Shelby County, Alabama on December 22, 2016 (Case No. PR-2016-000866). Upon the death of Bernadette, the Decedent became the sole owner of the Real Property, which became a part of the Decedent's residuary estate upon the death of the Decedent.

Article 3 of the Decedent's Will provides that the Decedent's residuary estate is to be apportioned into equal shares between the two children of the Decedent, Lisa M. Marino and Nickolas S. Marino, Jr.

Paragraph (28) of Article 9 of the Will, together with Section 10.3 of Article 10 of the Will, authorize the Personal Representatives to distribute the property of the estate, including the Real Property, on a non-pro rata basis among the beneficiaries of the estate. Accordingly, the Personal Representatives wish to execute this deed for the purpose of confirming and perfecting the transfer of title in the Real Property to Nickolas S. Marino, Jr. (hereinafter, the "Grantee").

NOW THEREFORE, in consideration of the premises and pursuant to the Will, the Personal Representatives do hereby grant, bargain, sell, and convey to the Grantee the following-described real property located in Shelby County, Alabama, to wit:

Lot 26, according to the Survey of The Crest at Greystone, as recorded in Map Book 16, Page 108 in the Office of the Judge of Probate of Shelby County, Alabama, and all building and improvements on said Lot 26

TOGETHER WITH the non-exclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in The Crest at Greystone Declaration of Covenants, Conditions and Restrictions dated October 2, 1992, and recorded as Instrument No. 1992-22103 in the Office of the Judge of Probate of Shelby County, Alabama, and all amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meaning given to them in the Declaration.

The Real Property is conveyed subject to the following:

1. The Real Property shall be used for single-family residential purposes only and any Dwelling built thereon shall contain a minimum of 4,000 square feet of Living Space, as defined in the Declaration.
2. The Real Property is subject to the building setback limitations specified in Sections 6.04 and 6.05 of the Declaration and the 30-foot Buffer Area along the front Lot line of the Real Property as set forth in Section 3.10 of the Declaration.
3. Ad valorem taxes for the current tax year, and all subsequent years thereafter.
4. Fire district dues and Library district assessments for the current year and all subsequent years thereafter.
5. Mining and mineral rights not owned by Daniel Oak Mountain Limited Partnership.
6. All applicable zoning ordinances.
7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration.
8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

THE GRANTEE by acceptance of this deed, acknowledges, covenants and agrees for himself and his successors, assigns, heirs, and legal representatives that the ownership of the

Real Property shall not entitle the Grantee or the family members, guests, invitees, heirs, successors or assigns of the Grantee to any rights to use or otherwise enter onto the golf course, clubhouse and other related facilities or amenities constructed or to be constructed on the Golf Club Property as defined in the Declaration.

TO HAVE AND TO HOLD the same unto the Grantee, his successors, assigns, heirs, and legal representatives, in fee simple forever.


It is the intention of the Personal Representatives to convey to Nickolas S. Marino, Jr. all interests of the Decedent and the Decedent's estate in the Real Property, whether or not accurately described above.

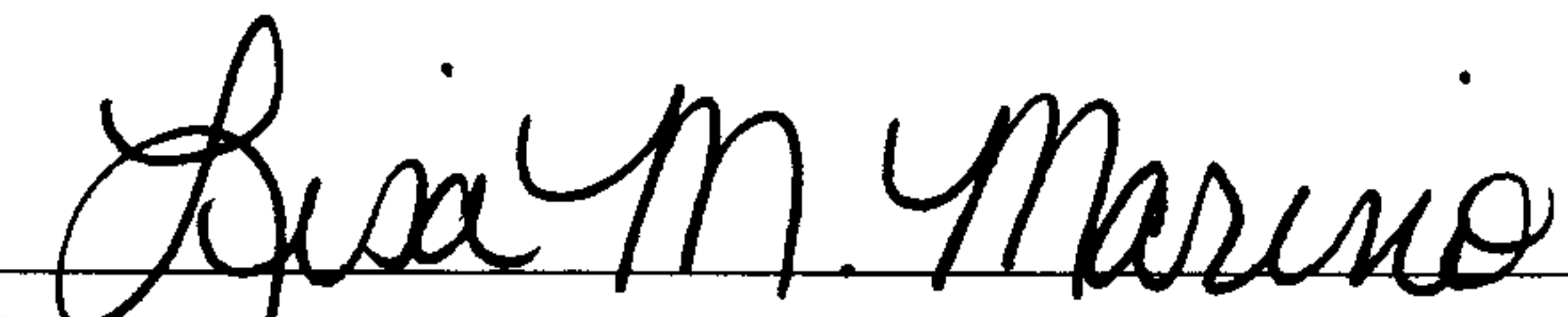
The undersigned have executed this deed solely in their capacity as the Personal Representatives of the Will, and nothing herein contained shall be construed to impose liability on them in their respective individual capacities.

Lisa M. Marino is one and the same person as Lisa M. Bivona.

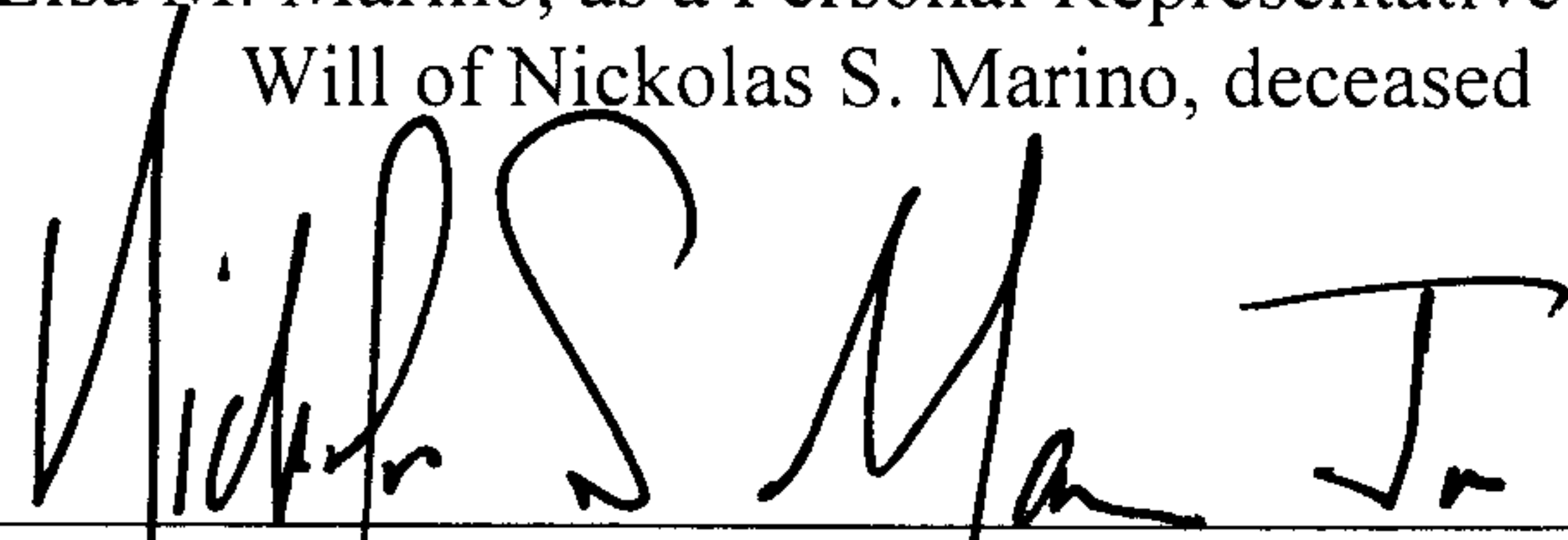
IN WITNESS WHEREOF, Lisa M. Marino and Nickolas S. Marino, Jr. have executed this deed as Personal Representatives of the Will of the Decedent this 27th day of September, 2018.

GRANTORS



20180928000346690 3/5 \$28.00
Shelby Cnty Judge of Probate, AL
09/28/2018 09:37:37 AM FILED/CERT



Lisa M. Marino, as a Personal Representative of the
Will of Nickolas S. Marino, deceased

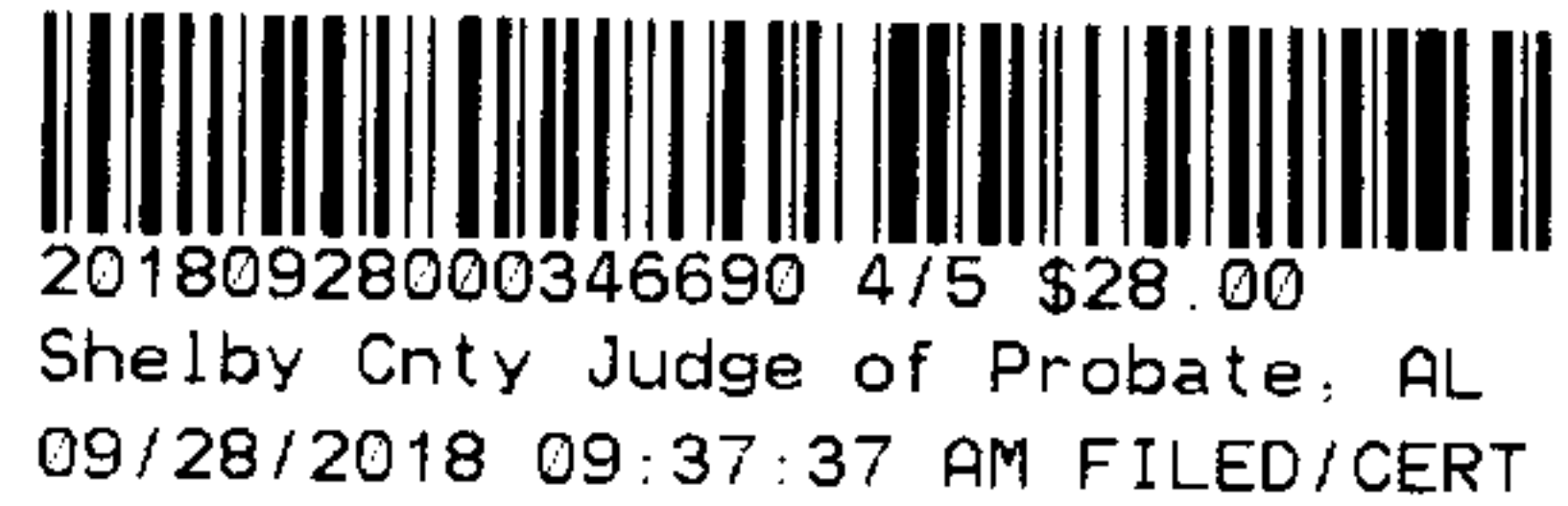


Nickolas S. Marino, Jr., as a Personal Representative
of the Will of Nickolas S. Marino, deceased



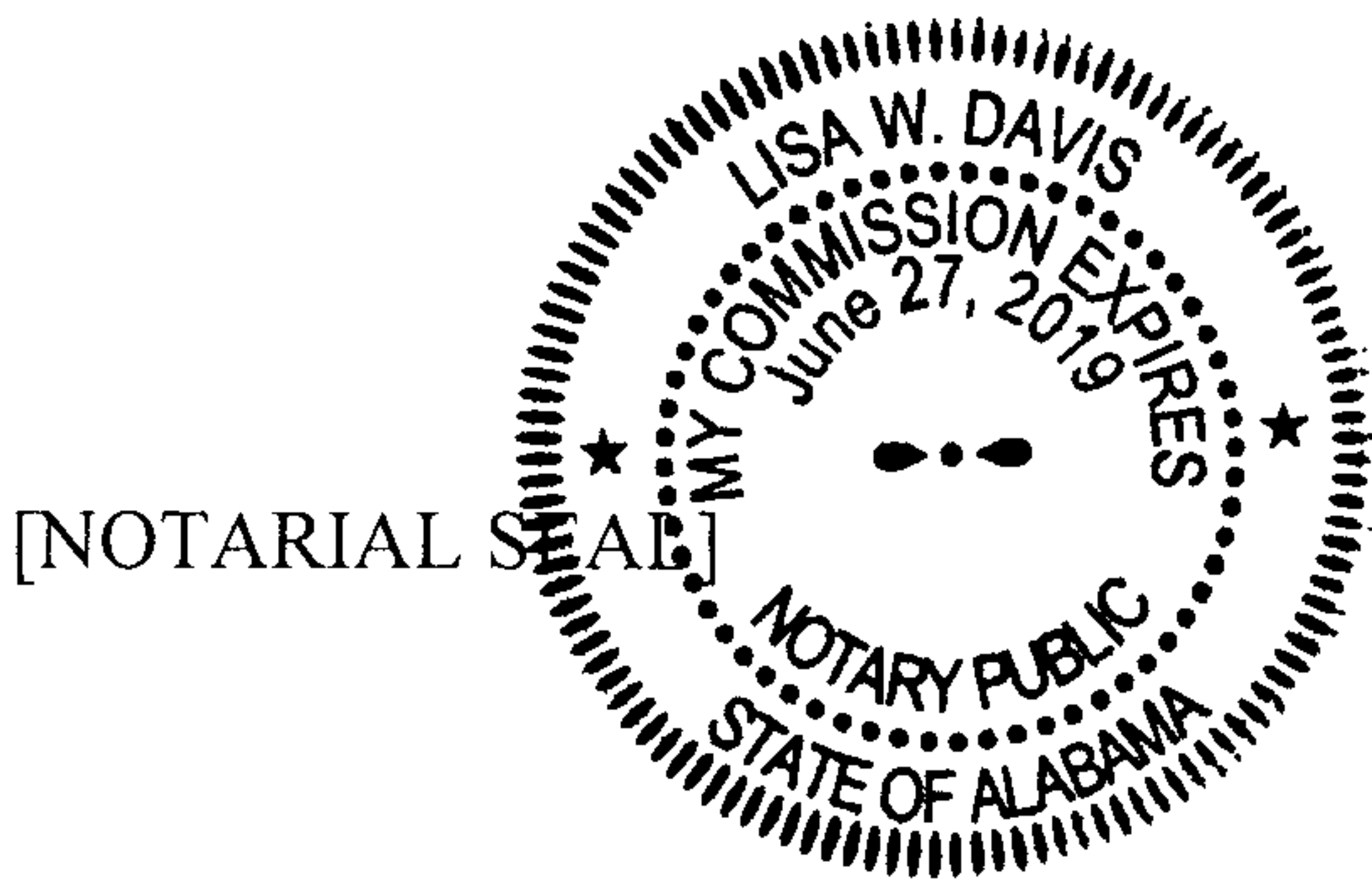
GRANTEE
Nickolas S. Marino, Jr.

STATE OF ALABAMA)
:
JEFFERSON COUNTY)



I, the undersigned, a notary public in and for said county in said state, hereby certify that Lisa M. Marino, whose name as a Personal Representative of the Will of Nickolas S. Marino, deceased, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, in her capacity as such Personal Representative, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of September, 2018.

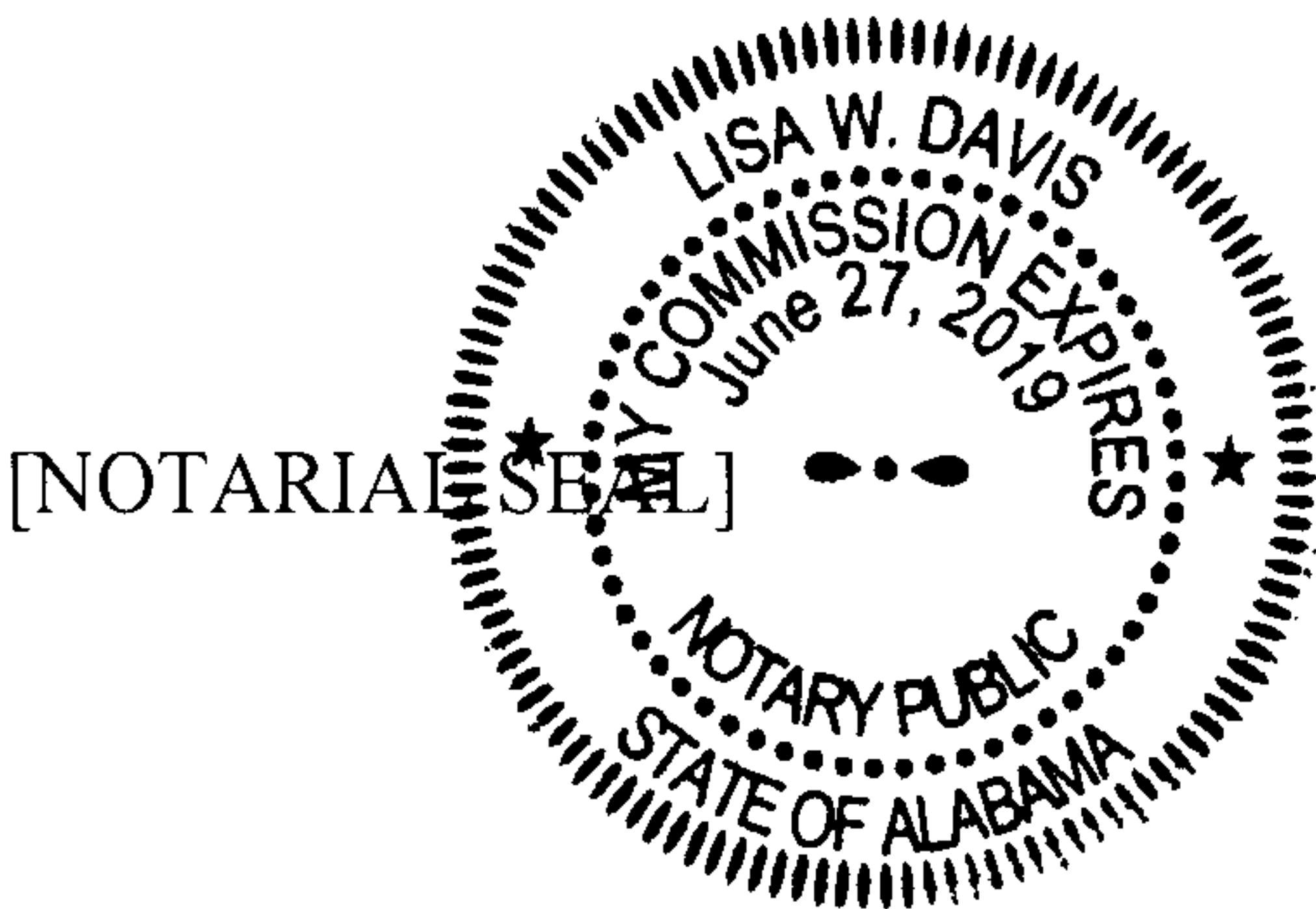


Lisa W. Davis
Notary Public
My commission expires: 6-27-19

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Nickolas S. Marino, Jr., whose name as a Personal Representative of the Will of Nickolas S. Marino, deceased, and as the Grantee, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of September, 2018.



Lisa W. Davis
Notary Public
My commission expires: 6-27-19

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	<u>Lisa M. Marino and Nickolas S. Marino, Jr.</u>	Grantee's Name	<u>Lisa M. Marino and Nickolas S.</u>
Mailing Address	<u>Pers. Reps., Estate of Nickolas S. Marino</u>	Mailing Address	<u>Marino, Jr., tenants in common</u>
	<u>1150 Greystone Crest</u>		<u>1150 Greystone Crest</u>
	<u>Birmingham, AL 35242</u>		<u>Birmingham, AL 35242</u>
Property Address	<u>1150 Greystone Crest</u>	Date of Sale	<u>September 27, 2018</u>
	<u>Birmingham, AL 35242</u>	Total Purchase Price	<u>\$</u>
		or	
		Actual Value	<u>\$</u>
		or	<u>1,218,400.00** Distribution from</u>
		Assessor's Market Value	<u>\$ Estate and no funds changed hands</u>

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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input checked="" type="checkbox"/> Other Tax Assessor's valuation
<input type="checkbox"/> 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 9/27/2018

Print Shirley B. Elliott, Bradley Arant Boult Cummings LLP

☒ Unattested

Sign

Shirley B. Elliott
(Grantor/Grantee/Owner/Agent) circle one



20180928000346690 5/5 \$28.00
Shelby Cnty Judge of Probate, AL
09/28/2018 09:37:37 AM FILED/CERT

Form RT-1