# THIS DEED WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR SURVEY AND WITH LEGAL DESCRIPTION PROVIDED BY GRANTOR. NO REPRESENTATIONS CONCERNING TITLE OR THE ACCURACY OF THE LEGAL DESCRIPTION ARE MADE BY THE PREPARER OF THIS INSTRUMENT.

Shelby County: AL 10/04/2018 State of Alabama Deed Tax: \$61.50 Send Tax Notice to: Elizabeth Goff Shackelford 95 Albright Farm Road Montevallo, Alabama 35115-5573

STATE OF ALABAMA	)
	)
COUNTY OF SHELBY	)

### TRUSTEE'S STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned,

JOSEPH S. BLUESTEIN, AS SOLE TRUSTEE UNDER THE C. S. PHILLIPS REVOCABLE LIFE INSURANCE TRUST, DATED OCTOBER 6, 1988, AS RESTATED AND AMENDED, whose mailing address is P. O. Box 55727, Birmingham, Alabama 35255-5727

(hereinafter referred to as "Grantor"), in hand paid by

# ELIZABETH GOFF SHACKELFORD,

whose mailing address is 95 Albright Farm Road, Montevallo, Alabama 35115-5573

(hereinafter referred to as "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee all of the Grantor's one-half (1/2) undivided interest (the "Property Interest") in and to the following described real property situated in Shelby County, Alabama [hereinafter sometimes referred to as the "Property"; the Property having a property address of 161 Albright Farm Road, Montevallo, Alabama 35115, and the Property Interest having an appraised value of \$61,250.00 as can be verified by appraisal (1/2 of \$122,500.00), and being identified as Parcel No. 27-1-01-0-001-001.000 by the Shelby County, Alabama Property Tax Commissioner], to-wit:

# LEGAL DESCRIPTION SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, improvements, hereditaments, tenements and appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said premises.

This conveyance is made subject to the following:

1. Taxes for the current and subsequent years which are not yet due and payable.

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2. Any and all previous reservations or conveyances, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel, in, on and under the Property, together with all rights in connection therewith (however, minerals are conveyed as a part of the Property Interest to the extent owned by Grantor); all recorded mortgages, if any, all recorded encumbrances, if any; recorded or unrecorded easements, liens, dedications, restrictions, covenants, declarations, reservations, limitations, conditions, uses, agreements, set-back lines, rights-of-way, subdivision and other regulations, utilities, flood easements, flood zones, and other matters of record in the Probate Office of Shelby County, Alabama, and to all applicable zoning ordinances and/or restrictions, prohibitions and/or other requirements imposed by governmental authorities, if any; any rights of parties in possession; all recorded or unrecorded leases, if any, affecting the Property; and any encroachments, overhangs, deficiencies in quantity of land, discrepancies as to boundary lines, overlaps, etc., which would be disclosed by a true and accurate survey of the Property.

TO HAVE AND TO HOLD to the said Grantee, and to the Grantee's heirs, administrators and assigns, in fee simple forever.

#### **NOTES:**

- On or about October 6, 1988, a trust (the "Trust") was validly established pursuant to that certain revocable trust agreement entitled the "C. S. Phillips Revocable Life Insurance Trust" entered into by C. S. Phillips, as Grantor thereunder (the "Trust Grantor"), and Mary McNabb Phillips, as Trustee thereunder (the "Original Trustee"), which revocable trust agreement was amended and restated in its entirety by that certain "Restatement of C. S. Phillips Revocable Life Insurance Trust" entered into by and between the Trust Grantor and the Original Trustee on or about November 24, 1998 (the "First Restatement"), and was again amended and restated in its entirety by that certain "Second Restatement of C. S. Phillips Revocable Life Insurance Trust Originally Dated October 6, 1988" entered into by and between the Trust Grantor and the said Trust Grantor, C. S. Phillips, and Joseph S. Bluestein, as Trustee thereunder, on or about May 18, 2010 (the "Second Restatement") (and which Second Restatement effectively removed the Original Trustee as a Trustee thereunder, and named the Trust Grantor, C. S. Phillips, and Joseph S. Bluestein to serve jointly as Trustee thereunder), and which Second Restatement was thereafter amended pursuant to that certain First Amendment thereto dated as of June 8, 2010 (the "First Amendment"), by that certain Second Amendment thereto dated as of June 3, 2014 (the "Second Amendment") (and pursuant to which Second Amendment Joseph S. Bluestein became the sole Trustee serving under the Trust Agreement and of each trust created thereunder), by that certain Third Amendment thereto dated June 6, 2017 (the "Third Amendment"), and by that certain Fourth Amendment thereto dated as of November 28, 2018 (the "Fourth Amendment;" and said revocable trust agreement, as so restated by the First Restatement and the Second Restatement, and as further amendment by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment being hereinafter referred to as the "Trust Agreement").
- 2. The Property Interest was conveyed to C. S. Phillips and Joseph S. Bluestein, or any Successor(s), as Trustees under the C. S. Phillips Revocable Life Insurance Trust, dated October 6, 1988, as Restated, by deed dated May 18, 2010, and filed for record on May 27, 2010, in Instrument No. 20100527000167930 in the Probate Office of Shelby County, Alabama, as corrected by that certain Corrective Statutory Warranty Deed dated effective as of May 18, 2010, and filed for record on November 24, 2010, in Instrument No. 20101124000395780 in the Probate Office of Shelby County, Alabama.

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- 3. As set forth in Paragraph 1 above, pursuant to the Second Amendment, Joseph S. Bluestein became the sole Trustee serving under the Trust Agreement and continues to serve in said capacity as of the date of execution of this Deed.
- 4. This instrument is being executed by the undersigned Grantor solely in the fiduciary capacity named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned Grantor in his individual capacity, and the undersigned Grantor expressly limits his liability hereunder solely to the property now or hereafter held by him as Trustee under the Trust Agreement.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

20181004000355120 3/5 \$88.50 Shelby Cnty Judge of Probate: AL 10/04/2018 01:45:11 PM FILED/CERT WITNESS WHEREOF, the Grantor has hereto set Grantor's hand and seal this the Old , 2018.

**GRANTOR:** 

Joseph S. Bluestein, as Sole Trustee of the C. S. Phillips Revocable Life Insurance Trust, Dated October 6, 1088,

as Restated and Amended

## STATE OF ALABAMA **COUNTY OF JEFFERSON**

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Joseph S. Bluestein, whose name as Sole Trustee of the C. S. Phillips Revocable Life Insurance Trust, Dated October 6, 1988, as Restated and Amended, 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 said conveyance, he, as such Trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the day of day of

{ SEAL }

Notary Public

My Commission Expires. COMMISSION EXPIRES 10/11/2021

 $\mathcal{F}_{i}(x_{i}) = x_{i}$ 

This instrument prepared by:

Joseph S. Bluestein, Esq. Sirote & Permutt, P.C. 2311 Highland Avenue South (35205) P.O. Box 55727 Birmingham, Alabama 35255-5727

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION

Commence at the Northeast corner of the Northeast quarter of the Northeast quarter, Section 1, Township 22 South, Range 3 West, Shelby County, Alabama; thence run South 4°50'04" East along the East line of said ½½ for 225.42 feet to the point of beginning; thence continue along last described course for 194.02 feet; thence run South 89°24'00" West for 457.17 feet; thence run South 44°24'34" West for 148.00 feet to the centerline of a 30 foot easement; thence run North 36°55'26" West along said easement for 125.03 feet; thence run North 50°14'36" West along said easement for 100.34 feet to the easterly line of an existing 30 foot easement described in Deed Book 288, Page 293; thence run North 4°18'30" West along existing easement for 16.17 feet; thence run South 72°18'28" East and leaving said easement for 109.32 feet; thence run North 89°23'08" East for 789.68 feet to the point of beginning.

Also: Subject to the following described easement:

Commence at the Northeast corner of the Northeast quarter of the Northeast quarter of Section 1, Township 22 South, Range 3 West, Shelby County, Alabama; thence run South 4°50'04" East along the east line of said ½ ¼ for 238.06 feet to the centerline of a 20 foot easement and point of beginning; thence run South 89°23'08" West along the centerline of said 20 foot easement for 798.97 feet to its Intersection with the centerline of a 30 foot easement; thence run North 72°18'28" West along the centerline of said 30 foot easement for 100.34 feet to the easterly line of an existing 30 foot easement described in Deed Book 288, Page 293, and being the end of said easement.

Also: An easement for a right of way, to provide ingress and egress over and across to the following described parcel:

Commence at the Northeast corner of the Northeast % of the Northeast % of Section 1, Township 22 South, Range 3 West and thence go South 89'24' West along the North boundary of said quarter-quarter section 889.60 feet to the Northeast corner of property heretofore conveyed to Ruby Albright, as shown by deed recorded in Deed Book 177, Page 9, Office of the Probate Judge of Shelby County, Alabama; thence run South 4°16' East along the East line of sald Ruby Albright property, and along the west line of property presently owned by the grantees, a distance of 180.00 feet to the Southeast corner of said Ruby Albright property, which is the point of beginning of the parcel herein described; thence run South 89°24' West along the South line of said Ruby Albright parcel 439.10 feet, more or less, to the East margin of public road of highway known as Shelby County Highway No. 107; thence run South along the East margin of said road or highway a distance of 30.00 feet; thence run East, parallel with the South line of said Ruby Albright property, a distance of 439.10 feet, more or less, to a point on the West margin of said parcel of property which is presently owned by the grantees; thence run North, along the west margin of said parcel which is presently owned by the grantees, a distance of 30.00 feet to the point of beginning. All as shown in that certain land survey of James R. Boatwright, Sr., Al. Reg: No. 17826, dated June 21", 1999 as attached and incorporated herein this instrument at pages 5-6.

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