

**Property Address:**

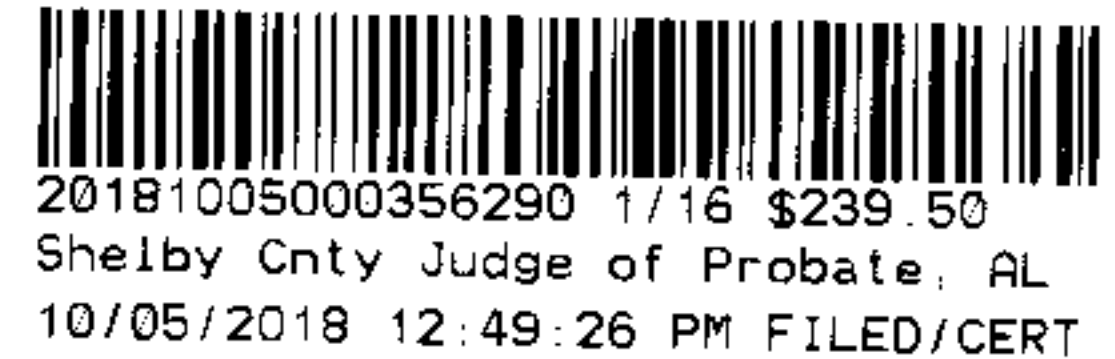
5415 Palomino Trail  
Birmingham, AL 35242

**Send Tax Notice To:**

Thomas E. McLeod, Trustee  
5415 Palomino Trail  
Birmingham, AL 35242

**This Instrument Was Prepared By:**

J. Sanford Mullins III  
Galloway Scott Moss & Hancock, LLC  
2200 Woodcrest Place, Suite 310  
Birmingham, AL 35209



**STATUTORY WARRANTY DEED**

STATE OF ALABAMA )  
:  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to **THOMAS E. McLEOD**, in his fiduciary capacity as Trustee of the McLeod Revocable Trust under that Agreement and Declaration of Trust dated May 1, 2001, whose mailing address is 5415 Palomino Trail, Birmingham, Alabama 35242 (referred to herein as "**Grantor**"), in hand paid by **THOMAS E. McLEOD** and **BRUCE T. McLEOD**, as Trustees of the McLeod Family Revocable Trust under that Declaration of Trust dated August 10, 2018, whose mailing address is 5415 Palomino Trail, Birmingham, Alabama 35242 (referred to herein as "**Grantee**", the receipt and sufficiency of which is hereby acknowledged,

NOW, THEREFORE, Grantor by these presents does grant, bargain, sell, and convey unto Grantee the following described real property, located and situated in Shelby County, Alabama (having a property address of 5415 Palomino Trail, Birmingham, Alabama 35242, and a Property Tax Parcel No. 10-5-15-0-002-057.000, to-wit:

From the Southeast corner of Section 15, Township 19 South, Range 2 West, run northerly along the East boundary line of said Section 15, Township 19 South, Range 2 West for a distance of 196.19 feet to the point of beginning of the land being described; thence continue northerly along the East boundary line of said Section, 151.4 feet; thence turn an angle of 86 degrees 26 minutes to the left and run northwesterly 288.74 feet; thence turn an angle of 94 degrees 01 minute to the left and run southerly, 151.4 feet; thence

turn an angle of 85 degrees 59 minutes to the left and run southeasterly 287.42 feet, more or less, to the point of beginning, being a part of the Southeast Quarter of the Southeast Quarter, Section 15, Township 19 South, Range 2 West.

The real property described hereinabove shall be referred to hereinafter as the "Real Property."

TOGETHER WITH ALL AND SINGULAR rights, memberships, 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) 2018 ad valorem taxes not yet due and payable, and
- 2) all easements, rights-of-ways and encumbrances of record.

TO HAVE AND TO HOLD to Grantee, Grantee's successors and assigns, in fee simple forever. Grantors hereby covenants and agrees with Grantee, Grantee's successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Real Property against the lawful claims (unless otherwise noted herein) of all persons claiming by, through or under Grantor, but not further or otherwise.

**NOTE 1:** By Warranty Deed, Joint Tenancy with Right of Survivorship executed on February 26, 1998, from David Philip Williams and wife, Mary Florence Williams, as grantors, conveyed the Real Property to Thomas E. McLeod and wife, Dean D. McLeod, as grantees, which was recorded in the Office of the Shelby County Judge of Probate on March 5, 1998, and assigned Instrument # 1998-07740.

**NOTE 2:** On May 1, 2001, Thomas E. McLeod and Dean D. McLeod, as co-grantors and co-trustees, executed that Agreement and Declaration of Trust, which created the McLeod Revocable Trust (the "2001 McLeod Revocable Trust").

**NOTE 3:** By Quitclaim Deed executed on May 30, 2001, from Thomas E. McLeod, husband, and wife, Dean D. McLeod, as co-grantors, conveyed all their right, title, interest, and claim in and to the Real Property to Thomas E. McLeod and Dean D. McLeod, as Co-Trustees of the 2001 McLeod Revocable Trust, as grantees, which deed was recorded in the Office of the Shelby County Judge of Probate on June 5, 2001, and assigned Instrument # 2001-22653.

**NOTE 4:** The currently acting sole Trustee of the 2001 McLeod Revocable Trust is Thomas E. McLeod, whose address is 5415 Palomino Trail, Birmingham, Alabama 35242. As stated in Note 3 above, the initial trustees of the 2001 McLeod Revocable Trust were Thomas E. McLeod and Dean D. McLeod. However, on February 7, 2018, the Probate Court of Shelby County,

Alabama, in Case No. PR-2017-000621, entered its Order Granting Petition for Guardianship (the "Order"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Order adjudicated Dean an incapacitated person and appointed Thomas E. McLeod and his (and his wife's) son, Bruce T. McLeod, as the co-guardians over the person of Dean. On Dean's said adjudication, she was deemed to have resigned the office of co-trustee of the 2001 McLeod Revocable Trust pursuant to Subparagraph 2.6 of Article 2 of the said trust, which is excerpted, in pertinent part, below:

2.6 A person is deemed to be "incapacitated" or "incompetent" if such person is incapable of managing his or her own financial affairs because of such person's physical or mental condition, or both. If a person who is serving as Trustee or Co-Trustee hereunder becomes incapacitated or incompetent, such person shall be deemed to have resigned the office of Trustee or Co-Trustee.

**NOTE 5:** Upon the resignation of a trustee or one of the grantors (Thomas E. McLeod or Dean D. McLeod), the 2001 McLeod Revocable Trust provides that the remaining grantor shall serve as sole trustee as long as they are both living, which they are. Subparagraph 6.4.2 of Article 6 of the said trust is excerpted, in pertinent part, below:

6.4.2. *Vacancies During Grantors' Joint Lifetimes.* If at any time while both Grantors are serving as Co-Trustees hereunder, either of the Grantors shall resign the office of Co-Trustee or shall for any reason cease to, or become unable to perform the duties of Co-Trustee, then and in such event the remaining Grantor shall serve as sole Trustee so long as both Grantors and [sic] living and he or she is able and willing to serve in such capacity.

**NOTE 6:** The Trustees of the 2001 McLeod Revocable Trust, separately and severally, are granted comprehensive powers and authority under its terms. Specifically, Subparagraph 6.2 *Powers of Trustee* is excerpted, in pertinent part, below:

Subparagraph 6.2. In addition to and not in limitation of, any powers conferred upon trustees by any applicable statute or general rules of law, Trustee shall have all of the powers, and is expressly authorized in Trustee's sole and absolute discretion to do and perform all of the acts and things, which are more fully detailed and set forth upon the attachment to this Trust Agreement captioned "POWERS OF TRUSTEE," the provisions of which are by this reference incorporated herein and made a part hereof.

An excerpt of the said POWERS OF TRUSTEE enumerating those powers is attached hereto as **Exhibit B** and incorporated herein by reference.



**NOTE 7:** In addition, the Trustee of the 2001 McLeod Revocable Trust is granted comprehensive powers and authority enumerated in **Sections 19-3B-815 and 816, Code of Alabama, 1975.**

**NOTE 8:** With respect to the powers of the Trustee of the 2001 McLeod Revocable Trust to withdraw principal of said trust during the joint lifetimes of the grantors (Thomas E. McLeod and Dean D. McLeod), in Article 3, subparagraph 3.3. states the following:

3.3. *Distributions of Principal.* Trustee shall also pay to Grantors, or to either Grantor, or apply for Grantor's benefit, or for the benefit of either Grantor, from time to time, whatever amounts from the principal of the trust estate, up to the whole trust estate, which the Trustee, in Trustee's sole discretion, shall deem necessary or advisable for the Grantors' use and benefit (or for the use and benefit of any remainder beneficiary of this Trust who is dependent for support upon the Grantors).

On August 10, 2018, Thomas E. McLeod, as grantor of the 2001 McLeod Revocable Trust, exercised his power of withdrawal from the 2001 McLeod Revocable Trust under the authority of the above-quoted Article 3 facility of distribution provision, by written instrument executed by him as grantor of the 2001 McLeod Revocable Trust, which he delivered to himself as Trustee of the 2001 McLeod Revocable Trust, in which writing he, as grantor of said trust, instructed himself, as the trustee of said trust, to transfer and convey all of the trust property of the said trust, including, without limitation, the Real Property, to the Trustees of the 2018 McLeod Family Revocable Trust, which is defined with specificity in Note 9 below. Accordingly, Thomas E. McLeod, as Trustee of the 2001 McLeod Revocable Trust, has executed this Statutory Warranty Deed in compliance with the said instructions (and in so doing, acting with the said powers and authority granted to him under the terms of the 2001 McLeod Revocable Trust).

**NOTE 9:** Thomas E. McLeod, as sole grantor, and Thomas E. McLeod and Bruce T. McLeod, as Trustees, executed on August 10, 2018, the Declaration of Trust creating McLeod Family Revocable Trust (the "2018 McLeod Family Revocable Trust"). Like its predecessor, the 2018 McLeod Family Revocable Trust's dispositive provisions require that the trust estate be administered for the use and benefit of Thomas E. McLeod and Dean D. McLeod during their joint lifetimes, and upon the death of the survivor of them, that the trust estate of the 2018 McLeod Family Revocable Trust be distributed to their descendants, *per stirpes*.


**NOTE 10:** The actions of Thomas E. McLeod, as Trustee of the 2001 McLeod Revocable Trust, described in Note 8 above will result in the complete exhaustion of the trust estate of the 2001 McLeod Revocable Trust. Accordingly, the said Trust was revoked by written instrument signed by Grantor, Thomas E. McLeod, on August 17, 2018, pursuant to the power granted to him under Subparagraph 10.2.2 of Article 1 of the 2001 McLeod Revocable Trust, which states that during the joint lifetimes of the grantors, either of them, "... acting alone, shall have the power to

revoke this [trust] agreement in its entirety; provided, however, that in the case of revocation by only one Grantor, the revocation shall not become effective until and unless a copy of revocation is personally delivered to, or mailed by certified mail to, the last known address of the other Grantor."

The said delivery requirement was accomplished by the personal delivery of the said revocation instrument to Bruce T. McLeod, one of Dean's above-noted co-guardians. Attached as **Exhibit C** and incorporated herein by reference is a copy of said revocation instrument executed by Grantor Thomas and countersigned by co-guardian Bruce T. McLeod, the latter acknowledging receipt of the instrument on behalf of Grantor Dean. Pursuant to applicable law, the administration of the 2001 McLeod Revocable Trust shall continue in a wind-up phase until all the assets of the trust estate of the Trust shall have been transferred to the said co-trustees of the 2018 McLeod Family Revocable Trust.

**NOTE 11:** The 2018 McLeod Family Revocable Trust provides that the said trust is to be administered for the benefit of Thomas E. McLeod and Dean D. McLeod for their joint lifetimes. Pursuant to ITEM II of the 2018 McLeod Family Revocable Trust, it may be amended or revoked by Thomas E. McLeod during his lifetime, provided he has not been determined to be disabled under Paragraph C. of ITEM III (which gives a Committee consisting of three designated members, with the concurrence of the physician of Thomas E. McLeod, the power to make a written determination of disability). At such time as Thomas E. McLeod has been determined to be disabled under said provision, under certain circumstances during the said grantor's lifetime, his agents under a durable power of attorney have the authority to amend or revoke; provided, however, the said ITEM II prohibits the said trust grantor's agents under a durable power of attorney from amending the 2018 McLeod Family Revocable Trust in any manner that would reduce or diminish the beneficial interests of Dean D. McLeod in the 2018 McLeod Family Revocable Trust.

**NOTE 12:** As of the date of execution of this Statutory Warranty Deed, the 2018 McLeod Family Revocable Trust has not been revoked or amended in any manner that would cause the representations contained in this instrument to be incorrect.



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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, the said Grantor has hereto set his hand and seal this the 26th day of September, 2018.

Thomas E. McLeod

**THOMAS E. McLEOD,**  
*in his fiduciary capacity as Trustee of the*  
*2001 McLeod Revocable Trust*

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

  
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Shelby Cnty Judge of Probate, AL  
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I, the undersigned notary for said County and in said State, hereby certify that **THOMAS E. McLEOD**, in his fiduciary capacity as Trustee of the 2001 McLeod Revocable Trust, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my official hand and seal this the 26th day of September, 2018.



E. Kay Wallace  
Notary Public

My Commission Expires: 11/20/2018

IN PROBATE COURT OF SHELBY COUNTY, ALABAMA

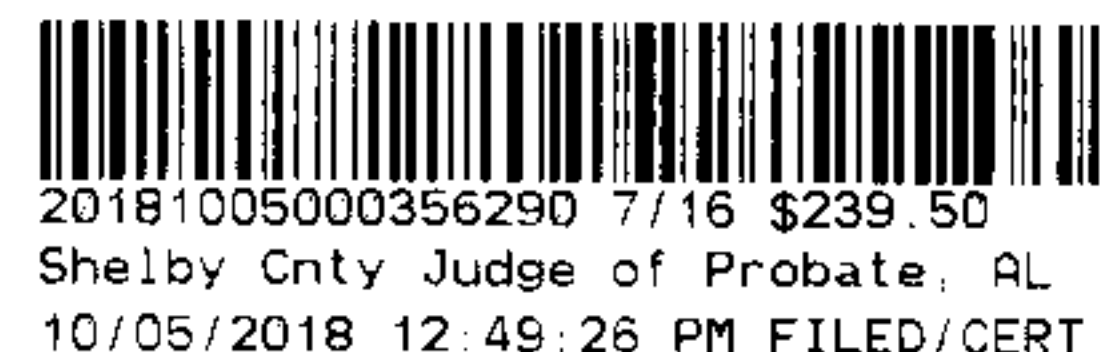
IN THE MATTER OF THE ESTATE OF )  
DEAN DICKEY MCLEOD, ) Case No. PR-2017-000621  
an incapacitated person )

ORDER GRANTING PETITION FOR GUARDIANSHIP

This cause came on to be heard for the appointment of Co-Guardians over Dean Dickey McLeod, an alleged incapacitated person, upon the petition of Thomas E. McLeod, Sr. and Bruce T. McLeod, pursuant to the Alabama Uniform Guardianship and Protective Proceedings Act; and it now appears to the Court that venue and jurisdiction are proper; and that notice of these proceedings has been given to those entitled and proof of same filed; and

Now comes the said petitioners, Thomas E. McLeod, Sr. and Bruce T. McLeod, and also comes the said Dean Dickey McLeod, by and through her Guardian ad Litem, R. Matthew Talley, who has been appointed to serve in such capacity and represent and protect her interests in all matters pertaining to this proceeding; and the Court notes for the record that the presence of Dean Dickey McLeod was waived by the Guardian ad Litem. The Court also notes that Jill T. Karle, the Court Representative, was not present but has submitted a written report to the Court.

The Court has also been advised that the Petition for





Appointment of Permanent Guardian filed by Thomas Edmond McLeod, Jr., has been withdrawn.

Upon due consideration of the evidence adduced in this matter, the Court does find that Dean Dickey McLeod is incapacitated, and that a basis for the appointment of a Guardian has been established, and that the best interest of the incapacitated person will be served by the following relief, and

It is therefore, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That Dean Dickey McLeod is an incapacitated person and the appointment of a Guardian is necessary or desirable as a means of providing continuing care and supervision of the said incapacitated person.

2. That Thomas E. McLeod, Sr. and Bruce T. McLeod are hereby appointed as Co-Guardians over the said Dean Dickey McLeod, and is conferred all powers and duties under Ala. Code §26-2A-108 (1975, as amended), and as otherwise provided by law.

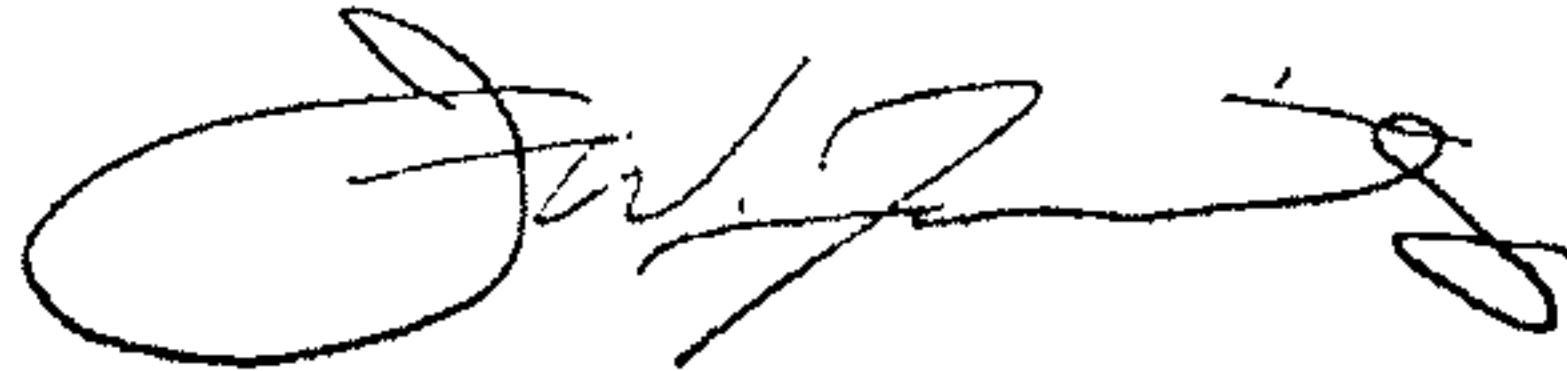
3. That the Court grants the request or motion to withdraw the Petition for Appointment of Permanent Guardian filed by Thomas Edmond McLeod, Jr.

4. It is further ORDERED by the Court that the costs of this proceeding, including a Guardian ad Litem fee of \$1137.50, and a



Court Representative fee of \$525.00, be taxed against the Estate of Dean Dickey McLeod, for the recovery of which let execution issue.

DONE and ORDERED this 7<sup>th</sup> day of February, 2018.



James W. Fuhrmeister  
Judge of Probate

cc: J. Frank Head, Esq.  
Nancy C. Hughes, Esq.  
Bruce F. Rogers, Esq.  
Mickey L. Johnson, Esq.  
R. Matthew Talley, Esq.  
Jill T. Karle, Esq.  
Paul D. Roller, MD  
Dean D. McLeod  
Jeffrey McLeod  
Phillip McLeod

ENTERED AND FILED

FEB 07 2018

KIMBERLY MELTON CHIEF CLERK  
PROBATE COURT  
SHELBY COUNTY ALABAMA



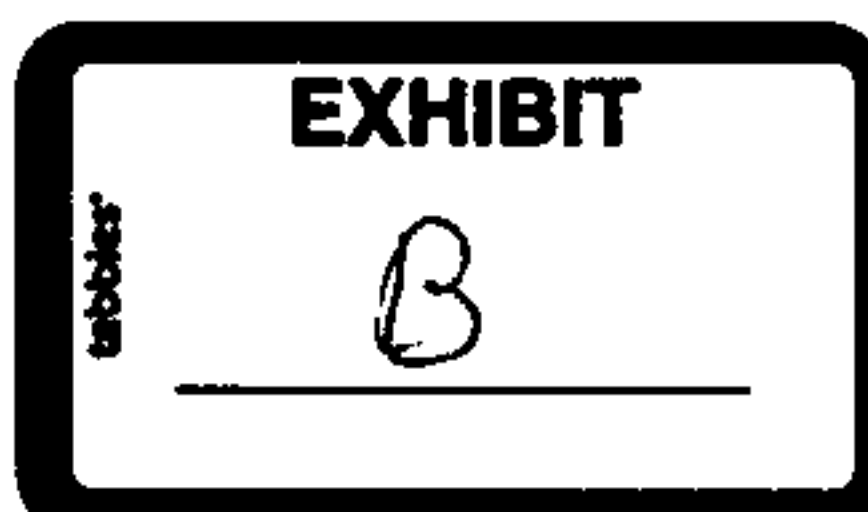
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## McLeod Revocable Trust

### POWERS OF TRUSTEE

The term "Grantor" as used herein shall be construed to include "Grantors" if there are two or more Grantors. Trustee(s)' powers shall include, but shall not be limited to, the following powers:

1. *Retention of Existing Investments.* To retain and hold in or as a part of the trust estate any investment or other property acquired from Grantor or Grantor's estate, with full power, nevertheless, to change and vary the form of any investment from time to time as the Trustee shall deem best.
2. *Operation of Business Owned by Grantor.* To retain, continue, and operate any business or business interest acquired from Grantor or Grantor's estate, and to do all things deemed advisable in connection therewith, including the power to incorporate or otherwise change the form of the business and to put additional capital into it, as Trustee may deem best.
3. *Management and Operation of Real Estate.* To manage, operate, repair and improve, and to rent or lease, regardless of the length of the term, any real estate forming a part of the trust estate. Trustee shall have the power to do all things necessary or advisable in connection with the management and operation of any farm or ranch properties, and any natural resource properties.
4. *Investments.* To open and maintain accounts with stock brokerage firms, and to execute all documents necessary for the opening and maintenance thereof, and on behalf of the Trust to invest the trust estate in, and to buy, sell, and trade:
  - a. Stocks, bonds, notes, options (including puts and calls, and whether or not covered by like securities held in the brokerage account), and other securities of any nature (including short sales, and sales on margin), and for such purposes Trustee may maintain and operate margin accounts with brokers, and may borrow money from any brokerage firm and pledge any securities held or purchased by Trustee to such brokers as security for loans and advances made to the Trustee; and
  - b. Any other real or personal property, including (but not limited to) precious metals or stones, commodities and commodity interests, interests in oil, gas, and mineral wells, mines, and leases, shares or interests in investment trusts and common trust funds, leaseholds or undivided fractional interests in real estate, and interests in general or limited partnerships; as Trustee may deem advisable, even though such investments may not be of the character generally deemed permissible for investments by fiduciaries. Investments need not be diversified and may be made or retained with a view to possibly increase in value. Trustee may at any time hold cash or readily marketable securities of low yield for such period as Trustee may deem advisable. The Trustee is authorized to appoint one or more investment managers to manage all or any part of the assets of the Trust, and to pay reasonable compensation to any such investment manager. Trustee may delegate to an investment manager the power to acquire and dispose of assets, and investment discretion.
5. *Exercise of Conversion Rights.* To exercise any rights and privileges to convert investments or other property into other investments or other property and to subscribe for additional securities, and to hold any assets so acquired as investments of the trust estate.
6. *Voting of Securities.* To vote in person or by proxy on any stocks or other securities held by Trustee.
7. *Registration of Securities or Property.* To cause to be registered in Trustee's name, individually or as Trustee, or in the name of a nominee, any securities or other property from time to time held by Trustee, or to take and keep them unregistered, and to retain them or any part thereof in such condition that they will pass by delivery.
8. *Corporate Transactions.* To join in, or to dissent from and to oppose, the reorganization, recapitalization, consolidation, sale or merger of corporations or properties in which Trustee may be interested as Trustee upon such terms and conditions as Trustee may deem wise, and to accept any securities that may be issued upon any such reorganization, recapitalization, consolidation, sale or merger, and thereafter to hold the same.
9. *Purchase, Sale and Disposition of Property.* To purchase, sell, exchange, convey or dispose of, or to acquire or grant options with respect to, any property, real or personal, and any purchase or sale may be made by private contract or by public auction, for cash or upon credit, or partly for cash and partly upon credit, as Trustee may deem best, and no person dealing with Trustee shall be bound to see to the application of any monies paid.
10. *Right to Borrow and Provide Security.* To borrow money from any financial institution or source of financing deemed appropriate by Trustee, for any purpose connected with the protection, preservation or improvement of the trust estate, whenever in Trustee's judgment advisable, and as security therefor to encumber or pledge any property forming a part of the trust estate upon such terms and conditions as Trustee may deem advisable. Trustee shall have the power to expend funds of the trust estate for the purpose of repayment of indebtedness secured by encumbrance or pledge of property forming a part of the trust estate. Trustee may pledge or encumber assets of the trust estate to collateralize the loans or other obligations of any Grantor or other beneficiary hereunder and may act as a co-borrower or guarantor with respect to loans and obligations of Grantor or any other beneficiary hereunder.
11. *Right to Make Conveyances and Encumbrances.* To make, execute, acknowledge and deliver any and all deeds,





leases, and assignments and other legal instruments necessary or proper to carry out the provisions of this Agreement; and to pledge, mortgage and encumber any and all assets of the trust estate for any purpose, at any time, from time to time, on any terms and in any manner as the Trustee may, in Trustee's sole discretion, deem advisable and appropriate.

12. *Loans to Grantor's Estate.* To lend funds of the trust estate to Grantor's estate, upon such terms and conditions as Trustee shall approve.

13. *Life Insurance Policies.* To acquire as an asset of the trust estate one or more life insurance policies on the lives of any persons to whom the income of the trust is then payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as Trustee may deem advisable; to pay premiums on all policies, from income or principal or both (other than income or principal of the Survivor's Trust, if any such Trust be established hereunder), as Trustee may determine and any such insurance shall be payable to, and all incidents of ownership shall be vested in, Trustee.

14. *Insurance Proceeds; Options.* To permit the proceeds of any insurance policy payable to Trustee, or any part of such proceeds, to remain with the company under any option available under the terms of such policy, and Trustee shall not be liable for any loss resulting to the trust estate by reason of having permitted such retention.

15. *Establishment of Reserves.* To establish, from rents, profits and other income, such reserves for taxes, assessments, insurance, repairs, improvements, depreciation and maintenance of buildings and other property, as Trustee shall deem advisable and consistent with the purposes of Grantor.

16. *Distribution in Cash or Property.* Except as otherwise expressly provided elsewhere herein, to make any division or distribution in cash or in kind, or partly in cash and partly in kind, on the basis of market values at the time of such division or distribution, or if there be no recognized market value, at the fair value thereof. Any determination of recognized market value or fair value of any security or property made by Trustee for the purposes hereof shall be deemed presumptively correct. In the event Trustee elects to satisfy a pecuniary gift by distribution of property in kind, Trustee must, unless expressly directed otherwise in the Trust Agreement, distribute assets, including cash, fairly representative of appreciation or depreciation in all of the property available for distribution in satisfaction of such pecuniary gift.

17. *Payment of Expenses.* To pay any and all expenses, costs, fees (including Trustee's own fees), taxes, penalties or other charges and except as otherwise expressly provided herein to charge the same against principal or income or partly against the principal and partly against the income of the whole or any part of any trust.

18. *Allocations Between Principal and Income.* To determine, in case of doubt, how any money or other property received, or any gain or loss realized or incurred, shall be allocated as between income and principal, and to apportion between income and principal any loss or expenditure in connection with the trust estate, as Trustee may deem just, except that: (a) in the case of securities purchased at a discount, the entire subsequent sale price or maturity value shall be credited to principal; (b) in the case of securities purchased at a premium, the premium shall be charged against principal without amortizing the same. Only the interest component of installment payments received on notes or contracts receivable shall be deemed to be income.

19. *Reliance on Furnished Information.* To rely upon any information, affidavit, certificate, letter, notice, telegram, or other document, or upon any telephone conversation believed by Trustee to be genuine and sufficient.

20. *Employment of Others.* To employ agents, attorneys, investment advisors, and other persons whose services may be required or advisable in the administration of the trust estate and to pay them reasonable compensation.

21. *Arbitration of Differences.* To submit to final arbitration any matter of difference with others.

22. *Settlement and Enforcement of Claims.* To compromise, compound and settle any obligation due to or from the trust estate (including Grantor's estate where appropriate); to reduce the rate of interest on, and to extend or otherwise modify, or to foreclose upon default or otherwise enforce, any such obligation; to enforce or to abstain from the enforcement of any right, obligation or claim; and to abandon, if in Trustee's absolute discretion Trustee shall deem it advisable, any property, real or personal, which may at any time form a part of the trust estate and of the beneficiaries thereof, either before or after default.

23. *Depositories and Investment of Cash.* To create and maintain and invest in savings accounts, checking accounts, certificates of deposit, money market funds, and all other forms of cash reserves and deposits, including safety deposit boxes, whether or not interest bearing, and to maintain said cash accounts and reserves with any institution or depository deemed appropriate by the Trustee. If the office of Trustee is held by Co-Trustees, and all Co-Trustees shall so instruct the depository, checks and withdrawals may be signed and made by any one Co-Trustee without the co-signature of any other Co-Trustee. Such accounts and deposits shall be titled in the name or names designated by the Trustee.

24. *Deputy Trustees.* To appoint a Deputy Trustee or Deputy Trustees, to function as would the Trustee in connection with any cash accounts or reserves including the authority to make deposits to and withdrawals from such cash accounts and reserves. All Deputy Trustees shall serve at the pleasure of the Trustee, and may be removed from office by the Trustee at any time, for any reason deemed sufficient by the Trustee.

25. *Delegation of Powers to Certain Co-Trustees.* Whenever the office of Trustee is held by Co-Trustees, the Co-Trustees may by unanimous written agreement delegate the authority and responsibility for exercising certain of these powers, and the authority to perform certain duties and responsibilities of the Trustee (including but not limited to the signing

of checks; providing orders to securities brokers or investment advisors, and the execution of any documents) to one or more designated Co-Trustees. Any document executed by fewer than all of the Co-Trustees in conformity with the provisions of this Paragraph shall be binding upon this Trust, its Trustee, its trust estate, and all beneficiaries hereunder. Whenever evidence of delegation of authority under the provisions of this Paragraph has been furnished to a party, such party may thereafter, until and unless written notice to the contrary from any Grantor or Co-Trustee is actually received by such party, conclusively presume that all acts and transactions of the Co-Trustee or Co-Trustees to whom such authority was delegated (so long as they are within the scope of the delegation of authority) have in all respects been duly and regularly authorized and all consents required under the provisions of Paragraph 26 below with respect to such acts and transactions have been properly obtained.

26. *Exercise of These Powers by Co-Trustees.* Whenever the office of Trustee is occupied by two Co-Trustees, such Co-Trustees must exercise the powers of Trustee by unanimous consent. If at any time the office of Trustee shall be held by more than two Co-Trustees, and such Co-Trustees shall be unable to agree with respect to any matter relating to the administration of this Trust, the decision and actions of a majority of the Co-Trustees shall be controlling.

27. *Environmental Matters.* Trustee may withhold distribution of any real estate to a beneficiary until receiving from that beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "owner" or "operator" of such property under the provisions of any federal, state, or local environmental laws or regulations duly promulgated thereunder. Trustee may set aside and administer as a separate trust estate any property, or interests in property, whenever Trustee determines, based upon such information as shall be available to Trustee, that such property may or could cause potential liability under any federal, state, or local environmental law.

GRANTOR AND TRUSTEE:

Thomas E. McLeod

GRANTOR AND TRUSTEE:

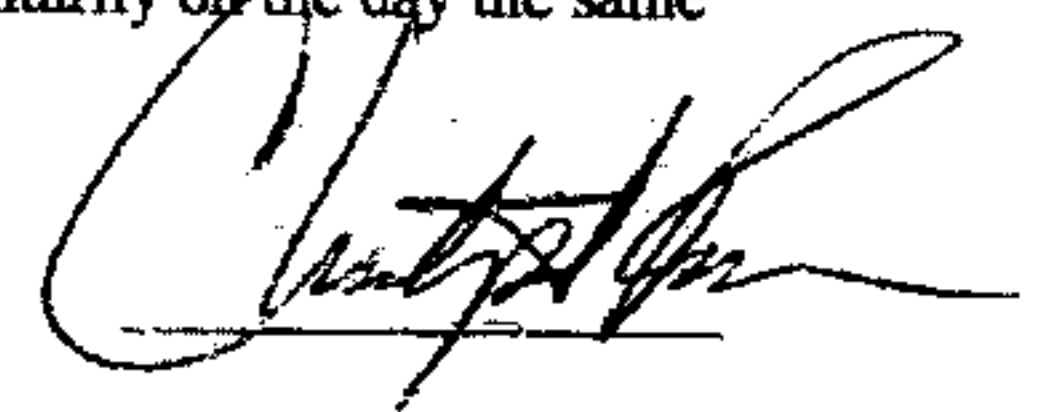
Dean D. McLeod

State of Alabama                    )  
  )            ss  
Jefferson County                    )


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Thomas E. McLeod and Dean D. McLeod, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand this 1 day of MAY, 2001.

My commission or term of office expires on 10/15/02.



This Instrument Prepared by:      John M. Wood, Attorney  
  Bagga, Wood & Associates, LLP  
  205 20<sup>th</sup> Street North, Suite 600  
  Birmingham, AL 35203

  
20181005000356290 12/16 \$239.50  
Shelby Cnty Judge of Probate, AL  
10/05/2018 12:49:26 PM FILED/CERT



Thomas E. McLeod  
5415 Palomino Trail  
Birmingham, AL 35242

August 17, 2018

Mr. Thomas E. McLeod, Trustee  
of the McLeod Revocable Trust  
5415 Palomino Trail  
Birmingham, AL 35242

Bruce T. McLeod, Co-Guardian of  
the Person of Dean T. McLeod,  
an Adult in Need of Protection  
1879 Lake Ridge Drive  
Birmingham, AL 35216

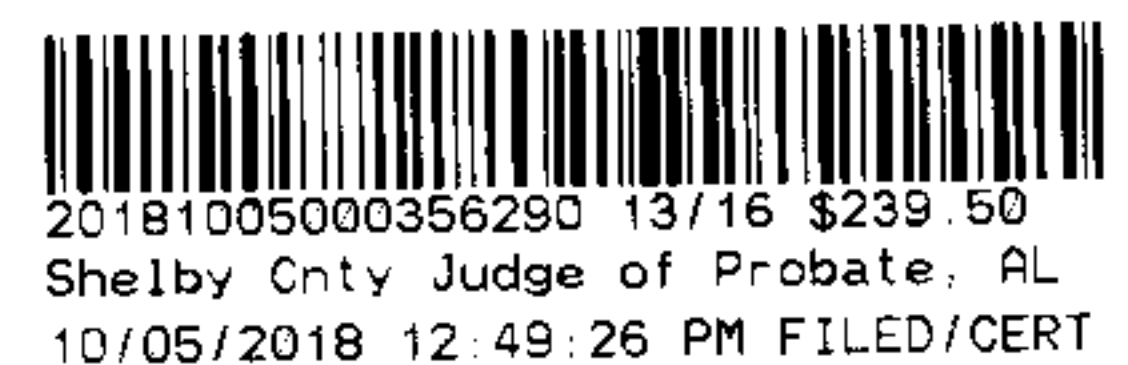
Re: Revocation of the McLeod Revocable Trust (the "McLeod Revocable Trust") under Agreement and Declaration of Made Effective May 1, 2001 (the "Trust Agreement"), Between Grantors, Thomas E. McLeod and Dean D. McLeod (the "Grantors")

Dear Sirs:

I am writing you in my capacity as one of the Grantors of the McLeod Revocable Trust. The other Grantor, Dean D. McLeod ("Dean" or "Grantor Dean," as may be appropriate within the context), is my wife, who was adjudicated an incapacitated adult in need of protection by the Probate Court of Shelby County, Alabama (in Case No. PR-2017-000621) (the "Protective Proceeding"), in its Order of February 18, 2018. Said Court appointed me and my son, Bruce T. McLeod, as Co-Guardians of the person of Dean in its said Order.

Until her said adjudication, Dean served with me as a Co-Trustee of the McLeod Revocable Trust. Under the terms of Paragraph 2.6 of the Trust Agreement, Dean ceased to serve as a Co-Trustee upon her adjudication. Pursuant to Subparagraph 6.4.2. of the Trust Agreement, upon Dean's adjudication, I became the sole Trustee, to serve as such until my death or earlier incapacity.

Under Article 10 of the Trust Agreement, the Grantors' rights and powers to amend, revoke, and/or make withdrawals of the property of the trust estate, are set forth in detail. Specifically, Subparagraph 10.2.2 states the following:




ARTICLE 10 - AMENDMENT, REVOCATION, AND  
WITHDRAWAL OF PROPERTY

10.2.2. During Grantors' joint lifetimes either of the Grantors, acting alone, shall have the power to revoke this agreement in its entirety; provided, however, that in the case of revocation by only one Grantor, the revocation shall not become effective until and unless a copy of the instrument of revocation is personally delivered to, or mailed by certified mail to, the last known address of the other Grantor.

As one of such Grantors, I determined that the revocation of the McLeod Revocable Trust is in the best interests of both Grantors, and therefore, as soon as practicable following this revocation, all the assets comprising the trust estate shall be delivered to a new revocable trust, namely: the McLeod Family Revocable Trust created by me, as sole grantor, and accepted by co-trustees, Thomas E. McLeod and Bruce T. McLeod, under Declaration of Trust dated August 10, 2018, which trust is to be administered for the benefit of Dean and me during our joint lifetimes, and following the death of one of us, for the life of the survivor of us. The dispositive provisions of the McLeod Family Trust are substantially similar to those of the McLeod Revocable Trust. In fact, the dispositive provisions of the new trust applicable to the distribution of the trust estate after the death of the survivor of Dean and me, will achieve the identical results as those under its predecessor trust. With respect to the administrative provisions of the McLeod Family Revocable Trust, they have been simplified as compared to those of the McLeod Revocable Trust, which were needlessly complicated, adding no value.

Accordingly, I hereby deliver to the addressees, namely: Thomas E. McLeod, as sole Trustee of the McLeod Revocable Trust, and Bruce T. McLeod, as Co-Guardian of the person of said trust's other beneficiary, Dean D. McLeod, an incapacitated person in need of protection, copies of the following: (a) the McLeod Family Revocable Trust Declaration of Trust dated August 10, 2018, (b) Certifications of Trust for both of the said revocable trusts, and (c) copies of letters delivered to various financial institutions holding assets of the McLeod Revocable Trust, instructing them to transfer the applicable funds and securities to new accounts for the McLeod Family Revocable Trust established by its Co-Trustees (Thomas E. McLeod and Bruce T. McLeod). Until all the assets comprising the trust estate of the McLeod Revocable Trust have been transferred to its said successor trust, I, as sole Trustee, shall continue to administer the McLeod Revocable Trust in a wind-up mode as authorized under applicable law.

Thanking you for your cooperation, I am

  
20181005000356290 14/16 \$239.50  
Shelby Cnty Judge of Probate: PL  
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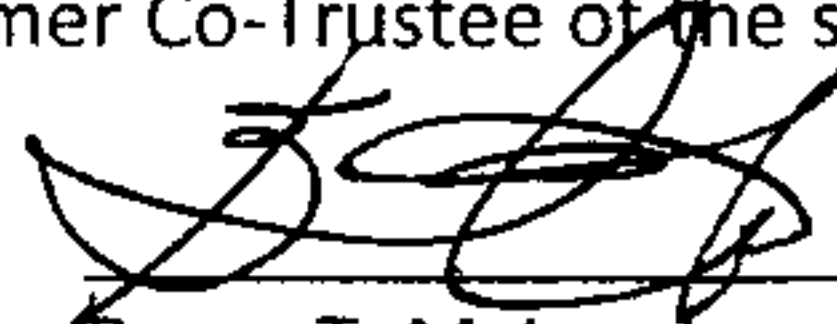
Yours very truly,

*Thomas E. McLeod*

Thomas E. McLeod

COUNTERSIGNED:

I, Bruce T. McLeod, identified in the body of the foregoing Revocation of the McLeod Revocable Trust executed by Thomas E. McLeod on August 17, 2018, acknowledge that acting in my representative capacity as the Co-Guardian of the person of Dean D. McLeod, I received the said instrument on August 17, 2018, and now make my signature below on even date, in the place and stead of my said ward, one of the Co-Grantors and a former Co-Trustee of the said Trust.



Bruce T. McLeod, as Co-Guardian  
of the Person of Dean D. McLeod, an  
Incapacitated Adult in Need of  
Protection



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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: Thomas E. McLeod, Trustee of  
McLeod Revocable Trust 5/1/01  
Mailing Address: 5415 Palomino Trail  
Birmingham, AL 35242  
Property Address: 5415 Palomino Trail  
Birmingham, AL 35242

Grantee's Name: Thomas E. McLeod & Bruce T. McLeod,  
Trustees of the McLeod Family Revocable  
Trust dated 8/10/18  
Mailing Address: 5415 Palomino Trail  
Birmingham, AL 35242  
Date of Sale: September 26, 2018  
Total Purchase Price: \$  
or  
Actual Value:  
or  
Assessor's Market Value: \$179,410.00

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: Shelby County Tax Assessor's established Market Value

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.

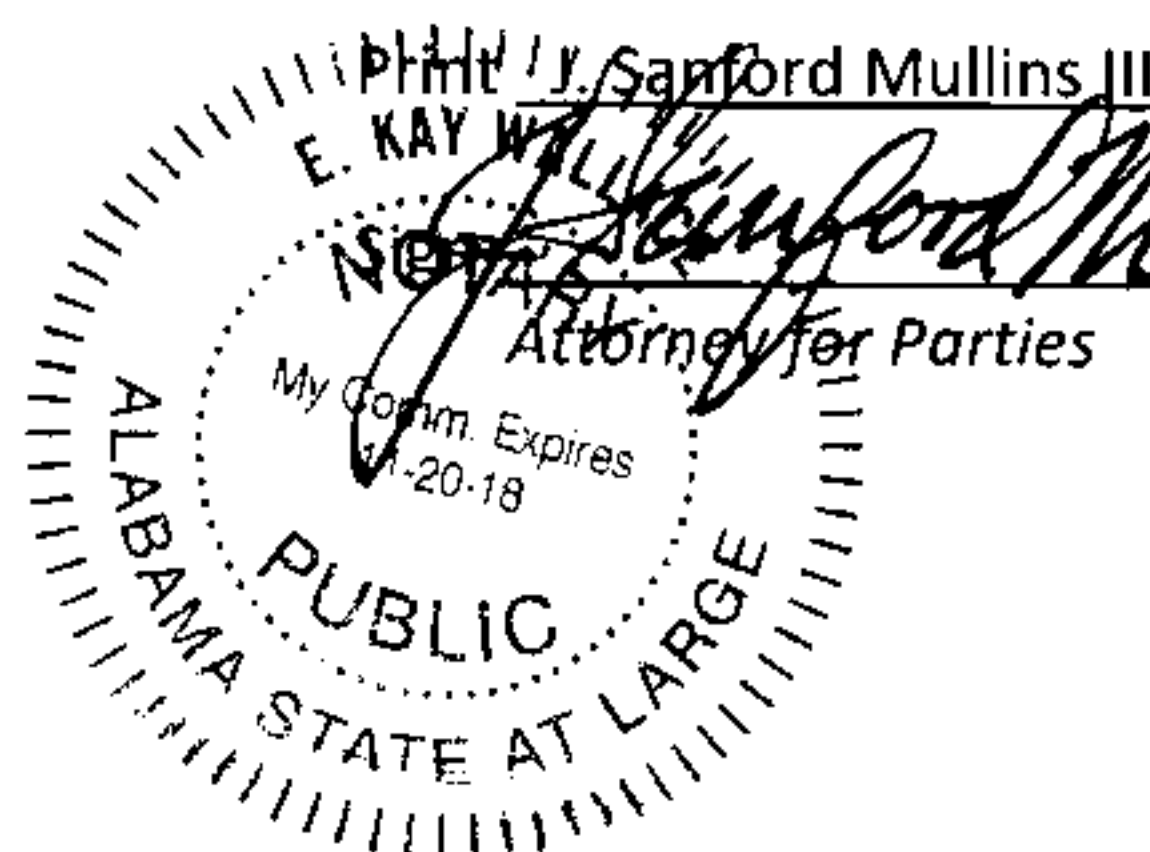
Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

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 10/3/2018

Unattested E. Kay Wallace  
(verified by)



Shelby County, AL 10/05/2018  
State of Alabama  
Deed Tax: \$179.50

20181005000356290 16/16 \$239.50  
Shelby Cnty Judge of Probate, AL  
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