

**QUIT CLAIM**

(Reserved for Recorders Use Only)

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, DAVID INVICTUS WHEELER of the County of Shelby and State of Alabama for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and Quit Claim unto David-Invictus: Wheeler, an American Aborigine (American Indian), in accord with the Gran-St. Germain Depository Institutions Act of 1982, whose private address is Albaamaha Indian Country at 309 Chesser Loop Circle Chelsea Alabama, zip code exempt (DMM 602 1.3e(2)), the following described real estate situated in Shelby County, Alabama to wit:

**SEE ATTACHED LEGAL DESCRIPTION**

Property Commonly Known As 309 Chesser Loop Circle. (as it is displayed in the attached photograph.)

Legal Description: Lot 99, according to the Amended Map of Cottages at Chesser Phase 2, recorded in Map Book 38, Page 49, in the office of the Judge of Probate, Shelby County, Alabama together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Land Trust Agreement set forth.

**THE TERMS AND CONDITIONS OF THIS INSTRUMENT ARE MADE A PART HEREOF.**

And the said Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Alabama, providing for exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set hand and seal this 6<sup>th</sup> day of May 2019.

By: David Invictus Wheeler  
Signature

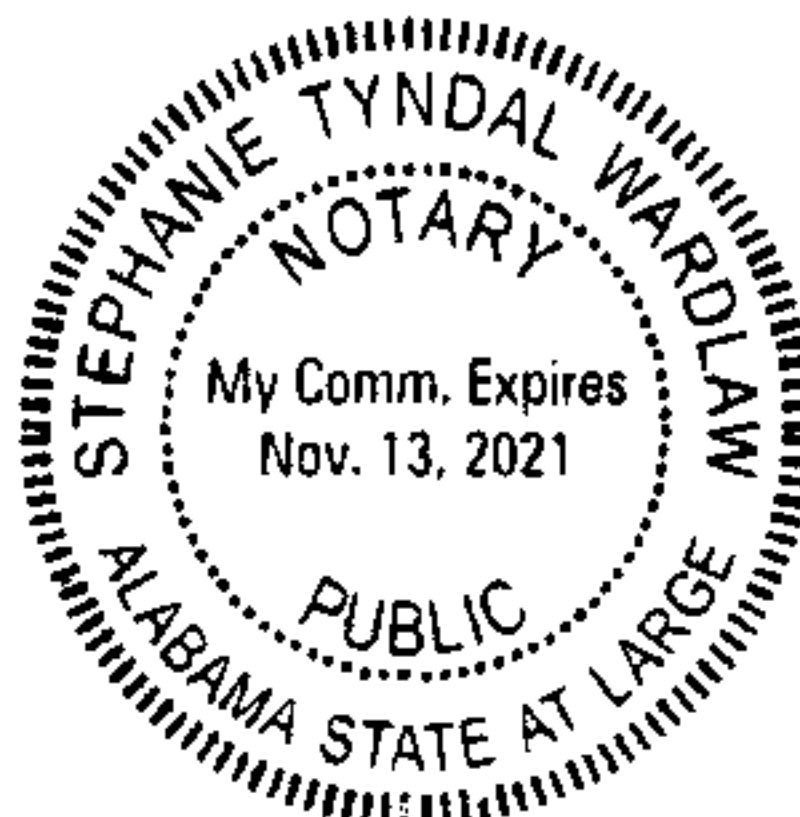
STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, Stephanie Tyndal Wardlaw, a Notary Public in and for said County, in the State aforesaid, do hereby certify David Invictus Wheeler personally known to me to be the same Man whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that David-Invictus: Wheeler signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.


Given under my hand and seal this 6<sup>th</sup> day of May 2019.

Stephanie Tyndal Wardlaw  
NOTARY PUBLIC

**MAIL TO:** David-Invictus: Wheeler  
c/o Albaamaha Indian Country  
309 Chesser Loop Circle  
Chelsea, Alabama Republic  
Zip code exempt (DMM 602 1.3e(2))



**SEND TAX BILLS TO:**

  
20190521000174390 1/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
05/21/2019 01:05:13 PM FILED/CERT


## TERMS AND CONDITIONS

Full power and authority is hereby granted to said David-Invictus: Wheeler (Grantee) to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Grantee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Grantee, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Grantee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of the herein referenced Land trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Grantee, or be obliged or privileged to inquire into any of the terms of said Land Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Grantee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (*including the Recorder of Deeds of the aforesaid county*) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by said Land Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained in said Land Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Grantee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither David-Invictus: Wheeler, individually or as Grantee, nor his successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything he or they or his or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Land Trust Agreement or any amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Grantee in connection with said real estate may be entered into by him in the name of "DAVID INVICTUS WHEELER" under said Land Trust Agreement as an attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Grantee, in his own name as the Authorized Representative of "DAVID INVICTUS WHEELER" and not individually (*and the Grantee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only so far as the Land Trust property and funds in the actual possession of the Grantee shall be applicable for the payment and discharge thereof*). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Land Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Land Trust the entire legal and equitable title, under the protection of and in accord with the GRAN-ST. GERMAIN DEPOSITORY INSTITUTIONS ACT OF 1982 in fee simple, in and to all of the real estate above described.

  
20190521000174390 2/3 \$22.00  
Shelby Cnty Judge of Probate: AL  
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**CERTIFICATE OF ACKNOWLEDGMENT OF  
ACCEPTANCE OF QUITCLAIM DEED**

(Reserved for Recorders Use Only)

I, David-Invictus: Wheeler, an American Aborigine  
(American Indian), am recorded as the Grantee on the  
Quitclaim Deed for that real estate described as all

that tract or parcel of land lying and being Lot 99, according to the Amended Map of Cottages at Chesser Phase 2, recorded in Map  
Book 38, Page 49, in the office of the Judge of Probate, Shelby County, Alabama on the attached certified copy of said Quitclaim Deed.

It is my free will, act, and deed to Acknowledge my Acceptance of the Quitclaim Deed and the lawful ownership of the property under  
the terms of the Warranty Deed.


I ask that the record on file in the Office of the Superior Court Clerk, Shelby, Alabama, or the office of its equivalence, be updated to  
show my Acceptance and Acknowledgement of the Quitclaim Deed, and to show David-Invictus: Wheeler as the lawful owner of that  
real estate.

All other real property and interest attached to this real estate is to be immediately returned to me. Any subsequent liens encumbrances,  
taxes, etc. are void, ab initio/nun pro tunc. Pursuant to Bouvier's Law 1897, "an acknowledged deed is evidence of seizin in the Grantee  
and authorizes recording it; 82 Mass. 48".

This my free will, act, and deed, under my hand and seal:

Dated 5/6/2019

Autograph By:



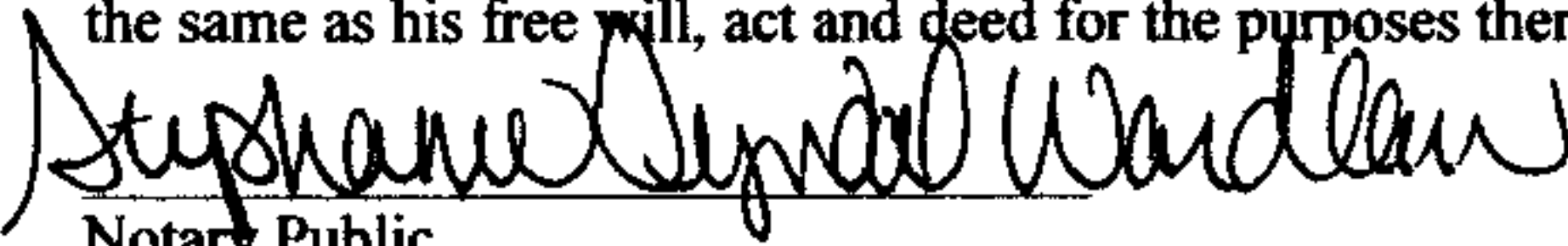
Grantee,

Without Recourse. UCC § 3-415(b)  
David-Invictus: Wheeler; [ Seal]

**ACKNOWLEDGMENT**

State of Alabama       )  
                                  ) s.s.  
County of Chelsea     )

On this 6<sup>th</sup> day of May in the year 2019, before me, the undersigned notary public, personally appeared David-Invictus: Wheeler; AI,  
known to me to be the American Indian whose name(s) is/are subscribed to the within instrument and acknowledged that he executed  
the same as his free will, act and deed for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

  
Notary Public



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