

**THIS INSTRUMENT IS BEING EXECUTED TO COMPLY WITH THE PROVISIONS OF,
AND TO MAKE DISTRIBUTION PURSUANT TO, ITEM V OF THE LAST WILL AND
TESTAMENT OF STELLA E. DENSMORE JOHNSTON, DECEASED,
ADMITTED TO PROBATE IN CASE NO. PR-2019-000235,
PROBATE COURT OF SHELBY COUNTY, ALABAMA.**

**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.**

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Send Tax Notice to:
Dale G. Johnston
1029 Bridgewater Park Drive
Hoover, Alabama 35244-4406

**PERSONAL REPRESENTATIVES' DISTRIBUTION DEED
AND GRANT OF LIFE ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that, effective as of the 27th day of November, 2019, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to

**DALE G. JOHNSTON AND JAMES ALAN CORK,
AS PERSONAL REPRESENTATIVES OF THE ESTATE OF
STELLA E. DENSMORE JOHNSTON, DECEASED,
PROBATE COURT OF SHELBY COUNTY, ALABAMA, CASE NO. PR-2019-00235,
whose mailing address is 1029 Bridgewater Park Drive, Hoover, Alabama 35244-4406**

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

JAMES ALAN CORK,
whose mailing address is 1021 Bridgewater Park Drive, Hoover, Alabama 35244-4406

and

RICHARD M. CORK,
whose mailing address is 254 Conroy Avenue, Davidson, North Carolina 28036-9100

(hereinafter referred to each singularly as a "Grantee" and collectively as "Grantees"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantees, in equal undivided interests, as tenants in common, **SUBJECT, HOWEVER, TO THE LIFE ESTATE HEREINBELOW GRANTED TO THE DECEDENT'S HUSBAND, DALE G. JOHNSTON**, all of the undivided one-half (1/2) interest (the "Property Interest")

owned by the Decedent at the time of her death, in and to the following described real property situated in Shelby County, Alabama (the "Property"; the Property having a **property address of 1029 Bridgewater Park Drive, Hoover, Alabama 35244**, and the Property Interest having an **Assessor's Market Value of \$181,150.00** (1/2 of \$362,300.00), as can be verified by the records of the Shelby County Property Tax Commissioner, the Property being identified as Parcel No. 11 7 26 0 008 008.000), to-wit:

Lot 8A, according to the Survey of Final Record Plat of a Resurvey of Lots 1 through 12, Bridgewater Park, as recorded in Map Book 38, Page 43, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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.

PROVIDED, HOWEVER, THAT, PURSUANT TO THE PROVISIONS OF ITEM V OF THE DECEDENT'S WILL, A COPY OF WHICH ITEM V IS ATTACHED HERETO AS EXHIBIT "A", THERE IS HEREBY GRANTED, BARGAINED, SOLD AND CONVEYED UNTO THE DECEDENT'S HUSBAND, DALE G. JOHNSTON (THE "DECEDENT'S HUSBAND"), A LIFE ESTATE IN THE PROPERTY INTEREST FOR THE PURPOSE OF THE DECEDENT'S HUSBAND BEING PERMITTED TO USE AND OCCUPY THE PROPERTY AS HIS PRIMARY RESIDENCE SO LONG AS THE DECEDENT'S HUSBAND SHALL LIVE OR, IF EARLIER, UNTIL THE OCCURRENCE OF ANY EVENT GIVING RISE TO THE TERMINATION OF SUCH LIFE ESTATE PURSUANT TO THE TERMS OF SAID ITEM V OF THE DECEDENT'S WILL. The Grantor hereby acknowledges that, as provided in Note 1 below, the Decedent's Husband is the fee simple owner of the other one-half (1/2) undivided interest in the Property.

This conveyance is made subject to the following:

1. Ad valorem taxes for the current and subsequent years not yet due and payable.
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 any of 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 unto the said Grantee, Grantee's heirs and assigns, in equal undivided interests, as tenants in common, in fee simple forever, **subject to the life estate of Dale G. Johnston herein granted.**

NOTES:

1. Stella E. Densmore Johnston (the "Decedent"), a married woman, being one and the same person as Stella D. Johnston, died on or about March 3, 2019, and, at the time of her death, owned the Property Interest being conveyed hereby, the Decedent's husband, Dale G. Johnston (herein sometimes referred to as the "Decedent's Husband"), being the owner of the other one-half (1/2) undivided interest in the Property, pursuant to deed of the Property from Sproul Building Co., Inc., to Dale G. Johnston and Stella D. Johnston, as tenants in common, dated April 3, 2009, and filed for record on April 7, 2009, in Instrument No. 20090407000126220 in the Probate Office of Shelby County, Alabama.

2. The Decedent's Last Will and Testament dated August 29, 2006 (the "Decedent's Will") was duly admitted to probate in Case No. PR-2019-000235 in the Probate Court of Shelby County, Alabama, and, pursuant to Letters Testamentary issued in said case on April 1, 2019, Dale G. Johnston and James Alan Cork were appointed as Personal Representatives of the Decedent's estate and continue to serve in said capacities at the time of execution of this Deed.


3. Pursuant to the terms of Item V of the Decedent's Will, the Decedent's interest in the Decedent's residence (being the Property described herein) was devised in fee to the Decedent's nephews, Richard M. Cork and James Alan Cork, being the Grantees herein, in equal shares, subject to the rights granted herein to the Decedent's Husband, and, in furtherance thereof, this Deed is being executed to evidence and complete the distribution of the Property Interest, in equal undivided interests, to the Decedent's said nephews, subject to the rights granted herein to the Decedent's Husband.

4. The Property **IS AND WILL CONTINUE TO BE** the homestead of the Decedent's Husband and, by his execution hereof in his individual capacity, the Decedent's Husband hereby consents to the conveyance of the Property Interest in his homestead as herein provided.

5. This instrument is being executed by the undersigned solely in the fiduciary capacities 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 in their individual capacities, and the undersigned expressly limit their liability hereunder solely to the property now or hereafter held by them as the Personal Representatives of the Decedent's estate.

6. **REAL ESTATE SALES VALIDATION INFORMATION:** In lieu of the submission of a separate Real Estate Sales Validation Form (the "Validation Form"), the Grantor hereby attests that, to the best of the Grantor's knowledge, this conveyance document contains all of the information which would otherwise be included on such Validation Form and that such information so contained in this document is true and accurate. The Grantor further understands that any false statements claimed may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1-(h).

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Signature Pages Follow -**


20191209000454140 3/6 \$39.00
Shelby Cnty Judge of Probate, AL
12/09/2019 12:06:01 PM FILED/CERT

IN WITNESS WHEREOF, the Grantor has hereto set Grantor's hand(s) and seal(s) effective as of the day first above written.

GRANTOR:

Dale G. Johnston

Dale G. Johnston, as a Personal Representative of the Estate of Stella E. Densmore Johnston, Deceased

Date of Execution: 11/27/19

CONSENT TO CONVEYANCE OF PROPERTY
INTEREST IN HOMESTEAD PROPERTY:

Dale G. Johnston

Dale G. Johnston, Surviving Spouse of Decedent

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Dale G. Johnston, whose name as a Personal Representative of the Estate of Stella E. Densmore Johnston, Deceased, and in his individual capacity as surviving spouse of the Decedent, 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, in his capacity as such Personal Representative and with full authority, and in his individual capacity, executed the same voluntarily for and on behalf of said on the day the same bears date.

Given under my hand and official seal, this the 27 day of December, 2019.

(SEAL)

Mary Katherine Weepstaff

Notary Public

My Commission Expires:

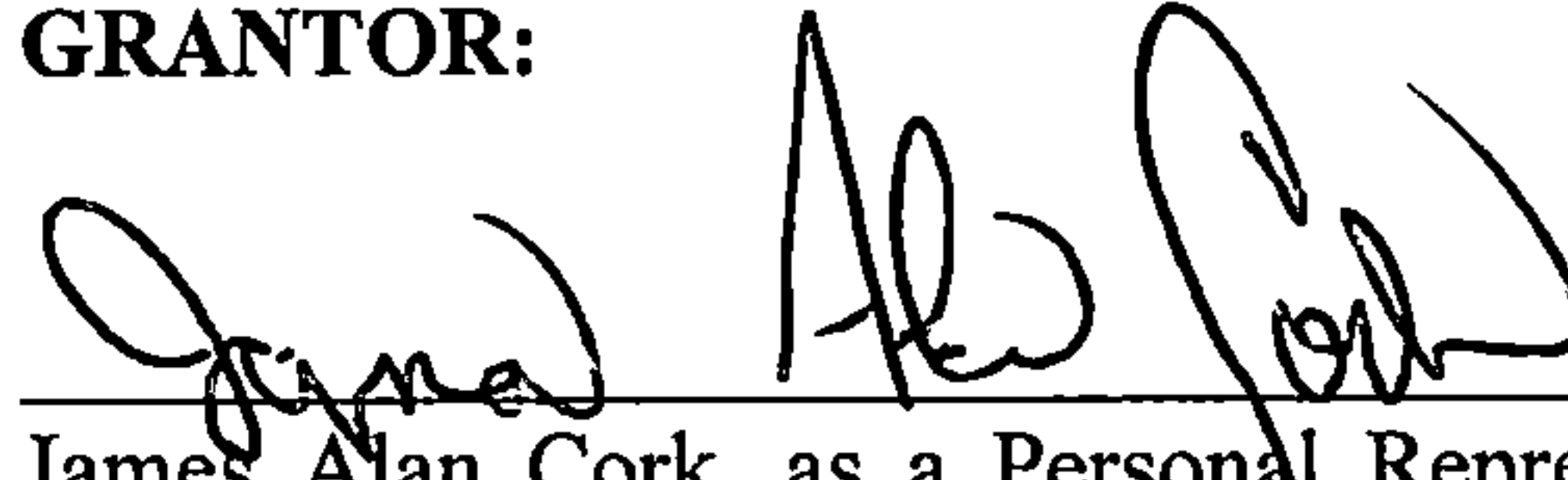
My Commission Expires:
August 10, 2022

[Signatures of Grantor Continued on Next Page]



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Shelby Cnty Judge of Probate, AL
12/09/2019 12:06:01 PM FILED/CERT

GRANTOR:



James Alan Cork, as a Personal Representative of the
Estate of Stella E. Densmore Johnston, Deceased

Date of Execution: 11/27/19

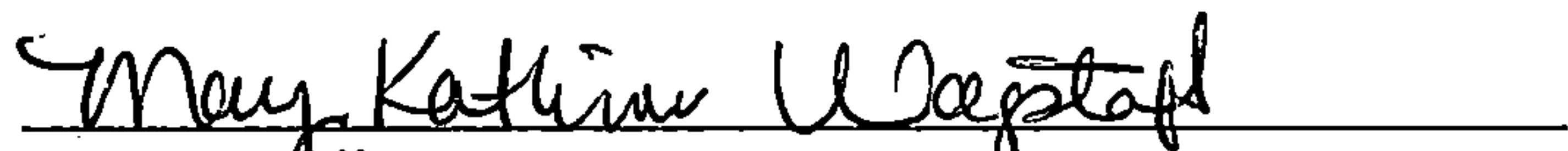
STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that James Alan Cork, whose name as a Personal Representative of the Estate of Stella E. Densmore Johnston, Deceased, 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, in his capacity as such Personal Representative and with full authority, executed the same voluntarily for and on behalf of said on the day the same bears date.

Given under my hand and official seal, this the 27 day of November, 2019.

(SEAL)


Notary Public
My Commission Expires: _____

**My Commission Expires:
August 10, 2022**

This Instrument Prepared By:
Melinda M. Mathews, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P. O. Box 55727
Birmingham, Alabama 35255-5727




20191209000454140 5/6 \$39.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

ITEM V

PROVISIONS REGARDING PERSONAL RESIDENCE

I give and devise my personal residence to those beneficiaries set forth in Item VI hereof, subject to certain rights that I grant to my husband in this Item V. If my husband, Dale G. Johnston, survives me and we were married at the time of my death, then I direct that he shall be permitted to reside in the parcel of real property occupied by me as my personal residence at the time of my death, with all the appurtenances, furniture, furnishings, and improvements used in connection therewith (hereinafter referred to as my "residence"), free of rent or other charge until the last to occur of (i) the death of my husband or (ii) the decision of my husband to permanently reside somewhere other than such residence or (iii) my husband receiving written notice to vacate said residence, as hereinafter provided. During the occupancy of such residence by my husband, he shall pay all expenses of maintenance and upkeep, including ordinary repairs, real estate taxes, insurance, and other miscellaneous maintenance charges thereon. If my said husband shall fail to pay any of such charges, then my Personal Representative may pay the same, and notify my husband of such failure to pay, and if my husband shall fail to repay my said nephew and continue in his failure to make such payments, my nephew shall give notice to my said husband, and my husband shall vacate said residence within sixty (60) days after receipt of written notice from my said nephew.


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