Send tax notice to: Allison Morrow Stephens and Gerard J. Kassouf, as Trustees 1115 Indian Crest Drive Indian Springs, AL 35124 This instrument prepared by: Charles A. J. Beavers, Jr. Beavers Law, LLC 4301 Dolly Ridge Road Birmingham, Alabama 35243

STATE OF ALABAMA )

SHELBY COUNTY )

20200526000209200 1/9 \$54.00 Shelby Cnty Judge of Probate, AL 05/26/2020 03:03:03 PM FILED/CERT

# STATUTORY WARRANTY DEED (20 Feet Wide Tract)

#### KNOW ALL MEN BY THESE PRESENTS:

That pursuant to the provisions of the Will of Michael E. Stephens, Deceased, as more particularly identified hereinbelow, Ten Dollars (\$10.00), and other good and valuable considerations, in hand paid to ALLISON MORROW STEPHENS, as Personal Representative of the Estate of Michael E. Stephens, Deceased, Circuit Court for Collier County, Florida, Probate Division File No. 2017-CP-1610, whose Will dated January 20, 2012 was filed for Ancillary Probate in Shelby County, Alabama, Probate Case No. PR-2017-000541; ALLISON MORROW STEPHENS, as a Trustee of the Michael E. Stephens Revocable Trust, as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012; GERARD J. KASSOUF, as a Trustee of the Michael E. Stephens Revocable Trust, as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012; and ALLISON MORROW STEPHENS, an unmarried woman ("Grantors"), by ALLISON MORROW STEPHENS and GERARD J. KASSOUF, as Trustees of the Reverse QTIP Trust, as governed by Article IX of that certain First Amended and Restated Trust Agreement dated January 20, 2012 ("Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant, bargain, sell, and convey unto Grantees, subject to the matters hereinafter set forth, the real property (the "Property") situated in Shelby County, Alabama, and described on *Exhibit A* attached hereto.

It is the intention of Grantors, by this conveyance, to convey title to all land owned by Grantors between the lands conveyed by Grantors to Grantee pursuant to Statutory Warranty Deed (Brasher Tract) and Statutory Warranty Deed (Chandler Tract), both of which are recorded simultaneously herewith, and for that purpose, Grantors do hereby release, remise, quitclaim, and convey unto Grantee any such lands which are not included within the legal description on the attached *Exhibit A*, if any.

TO HAVE AND TO HOLD the Property unto Grantees, their successors and assigns forever, subject, however, to the matters shown on *Exhibit B* attached hereto.

WITNESS WHEREOF, Grantors have hereunto set their hands and seals as of this day of April, 2020.

alles Monow Desneus Allison Morrow Stephens, as Personal Representative of the Estate of Michael E. Stephens, Deceased, Circuit Court for Collier County, Florida, Probate Division File No. 2017-CP-1610, whose Will dated January 20, 2012 was filed for Ancillary Probate in Shelby County, Alabama, Probate Case No. PR-2017-000541

STATE OF ALABAMA JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Allison Morrow Stephens, whose name as Personal Representative of the Estate of Michael E. Stephens, Deceased, Circuit Court for Collier County, Florida, Probate Division File No. 2017-CP-1610, whose Will dated January 20, 2012 was filed for Ancillary Probate in Shelby County, Alabama, Probate Case No. PR-2017-000541, is signed to the foregoing instrument, 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  $\frac{245}{4}$  day of April, 2020.

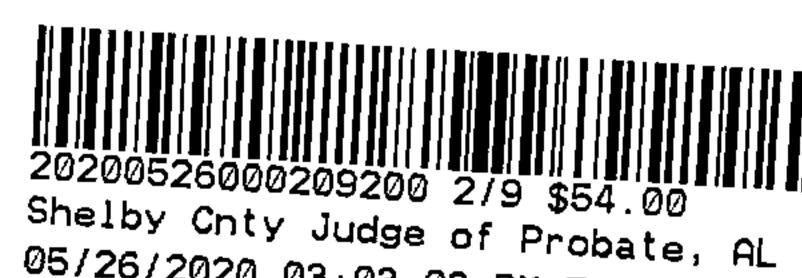
Notary Public

Notary Public

[NOTARIAL SEAL]

RHONDA E. HOGGLE

My commission expires: 5/3/



Allison Morrow Stephens, as a Trustee of the Michael E. Stephens Revocable Trust, as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Allison Morrow Stephens, whose name as a Trustee of Michael E. Stephens Revocable Trust as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, in such capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this  $\frac{24^{\circ}}{2}$  day of April, 2020.

Motary Public

[NOTARIAL SEAL]

RHONDA E. HOGGLE

My Commission Expires

May 13, 2023

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Shelby Cnty Judge of Probate, AL 05/26/2020 03:03:03 PM FILED/CERT

My commission expires:

Gerard J. Kassouf, as a Trustee of the Michael E. Stephens Revocable Trust, as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012

STATE OF ALABAMA JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gerard J. Kassouf, whose name as a Trustee of Michael E. Stephens Revocable Trust as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012, is signed to the foregoing instrument, 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  $22^{nd}$  day of April, 2020.

Ellen A. Sigton
Notary Public

[NOTARIAL SEAL]

My commission expires: 5-15-2023

**ELLEN A TIPTON** NOTARY PUBLIC, ALABAMA STATE AT LARGE MY COMMISSION EXPIRES MAY. 15, 2023

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STATE OF ALABAMA JEFFERSON COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Allison Morrow Stephens, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this day of April, 2020.

Notary Public

[NOTARIAL SEAL]

My Commission Expires May 13, 2023

My commission expires:

Shelby Cnty Judge of Probate, AL 05/26/2020 03:03:03 PM FILED/CERT

#### **EXHIBIT A**

#### 20 Feet Wide Tract

A parcel in the Northeast Quarter of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found locally accepted to be the Northeast corner of the Northeast Quarter of said Section 28; thence run South 00 degrees 05 minutes, 19 seconds East (an assumed bearing) along the East line of said Quarter Section for a distance of 975.41 feet to an iron pin found on the South Right-of-Way line of Cahaba Valley Road; thence run South 70 degrees, 58 minutes, 04 seconds West along said South Right-of-Way line for a distance of 247.21 feet to an iron pin found at the Point of Beginning; thence run South 00 degrees, 03 minutes, 29 seconds East for a distance of 459.70 feet to the center line of Bishop Creek; thence run North 78 degrees, 50 minutes, 39 seconds West along said center line for a distance of 18.87 feet to a point; thence run North 00 degrees, 04 minutes, 08 seconds West for a distance of 447.76 feet to an iron found on the South Right-of-Way line of Cahaba Valley Road; thence run North 65 degrees, 58 minutes, 04 seconds West along said South Right-of-Way line for a distance of 20.35 feet to the Point of Beginning.

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#### EXHIBIT B

- 1. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.
- 2. Any mineral and/or mining rights not owned by Grantors.
- 3. Easements, restrictions, covenants, declarations, limitations, reservations, and rights of way of record.
- 4. Matters that would be disclosed by an accurate survey or inspection of the Property.
- 5. Riparian rights incident to the premises.
- 6. That certain Utilities Easement as described in Declaration of Utility Easement recorded as Instrument No. 20191226000476450 in the Office of the Judge of Probate of Shelby County, Alabama.
- 7. That certain 75 Foot No Disturb Buffer Easement as described in Declaration of Easements recorded as Instrument No. 20200207000052650 in the Office of the Judge of Probate of Shelby County, Alabama.

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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 Mailing Address	See Attachment 1115 Indian Crest Drive Indian Springs, AL 35124	Grantee's Name_ Mailing Address_	See Attachment 1115 Indian Crest Drive Indian Springs, AL 35124
Property Address	Part of 3.08 Acres on Cahaba Valley Road Indian Springs, AL 35124 (20 Feet Wide Tract)	Date of Sale	\$
The purchase price or actual value claimed on to evidence: (check one) (Recordation of docume Bill of Sale  Sales Contract  Closing Statement		entary evidence is not require Appraisal X Other No recording tax d pursuant to Will of	ue - conveyance is made Michael E. Stephens
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 <a href="Code of Alabama 1975">Code of Alabama 1975</a> § 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 <u>May 14, 2020</u>		Print Charles A.7J. Beavers	s. Jr. /
Unattested		Sign Januar Alla	pan/_
/erified by)  /erified by)  Form RT-1			

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## ATTACHMENT TO REAL ESTATE SALES VALIDATION FORM

## **GRANTORS:**

**ALLISON MORROW STEPHENS**, as Personal Representative of the Estate of Michael E. Stephens, Deceased, Circuit Court for Collier County, Florida, Probate Division File No. 2017-CP-1610, whose Will dated January 20, 2012 was filed for Ancillary Probate in Shelby County, Alabama, Probate Case No. PR-2017-000541

ALLISON MORROW STEPHENS, as a Trustee of the Michael E. Stephens Revocable Trust, as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012

**GERARD J. KASSOUF**, as a Trustee of the Michael E. Stephens Revocable Trust, as amended by that certain First Amended and Restated Trust Agreement dated January 20, 2012, and as a Trustee of the Reverse QTIP Trust and the Marital Trust, each governed by Article IX of such Amended and Restated Trust Agreement dated January 20, 2012

ALLISON MORROW STEPHENS, an unmarried woman

## **GRANTEES:**

ALLISON MORROW STEPHENS and GERARD J. KASSOUF, as Trustees of the Reverse QTIP Trust, as governed by Article IX of that certain First Amended and Restated Trust Agreement dated January 20, 2012

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