

REAL ESTATE SALES VALIDATION INFORMATION

20210901000426790
09/01/2021 11:32:07 AM
DEEDS 1/9

Grantor(s) Address: 16092 Carmel Bay Drive, Northport, AL 35475
Grantee(s) Address: 941 Overland Road, Montevallo, AL 35115
Property Address: 941 Overland Road, Montevallo, AL 35115
Contract Sales Price: \$905,000.00

The Grantor herein, by its signature to this deed, certify that the above information is true and correct

THE STATE OF ALABAMA)
) WARRANTY DEED WITH JOINT RIGHT OF SURVIVORSHIP
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: For and in consideration of Nine Hundred Five Thousand and no/100 Dollars (\$905,000.00), the undersigned, James T. Rasco, Jr. as Trustee of The Shirlie M. Mayfield Living Trust dated November 14, 2018, (hereinafter referred to as "Grantor") in hand paid by Robert Richard and Elisabeth Richard, husband and wife, (hereinafter referred to as "Grantees"), as tenants in common with equal rights and interest for the period or term that said Grantees shall both survive and unto the survivor of the said Grantees, at the death of the other, and to the heirs and assigns of such survivor in fee simple, forever, such tenancy expressly intended to create co-tenants in common for life with contingent remainder in fee in favor of the survivor of said Grantees (hereinafter referred to as Grantees).

The following described real estate located in Shelby County, Alabama, to wit:

A parcel of land situated in Section 22, Township 22 South, Range 3 West, being more particularly described as follows: Commencing at the Northeast corner of the Southeast ¼ of the Northwest ¼ of the Section 22; thence South 00° 59' 04" West for a distance of 366.82 feet to the Point of Beginning of the Parcel herein described, thence South 47° 57' 03" West for a distance of 1694.58 feet to the Northeastern ROW of Overland Road; thence along said ROW North 29° 24' 46" West for a distance of 486.22 feet; thence leaving said ROW North 45° 02' 48" East for a distance of 435.65 feet; thence leaving said North 44° 09' 26" West for a distance of 201.24 feet; thence North 51° 10' 48" East for a distance of 505.53 feet; thence North 43° 52' 55" West for a distance of 354.98 feet; thence North 43° 52' 55" West for a distance of 25.04 feet to the centerline of Shoal Creek; thence along this centerline as follows: North 23° 45' 50" East for a distance of 99.34 feet; thence North 17° 22' 20" East for a distance of 235.26 feet; thence North 03° 44' 50" East for a distance of 64.10 feet to the intersection of Shoal and Spring Creeks; thence along the centerline of Spring Creek as follows: South 87° 32' 10" East for a distance of 116.63 feet; thence South 45° 25' 10" East for a distance of 188.92 feet; thence South 75° 37' 10" East for a distance of 313.84 feet; thence South 85° 12' 10" East for a

IN WITNESS WHEREOF, the Grantor has caused this instrument be signed on this the 30th day of June, 2021.

James T. Rasco, Jr. as Trustee of the Shirlee M. Mayfield Living Trust dated November 14, 2018

James T. Rasco, Jr.)
James T. Rasco, Jr., its Trustee

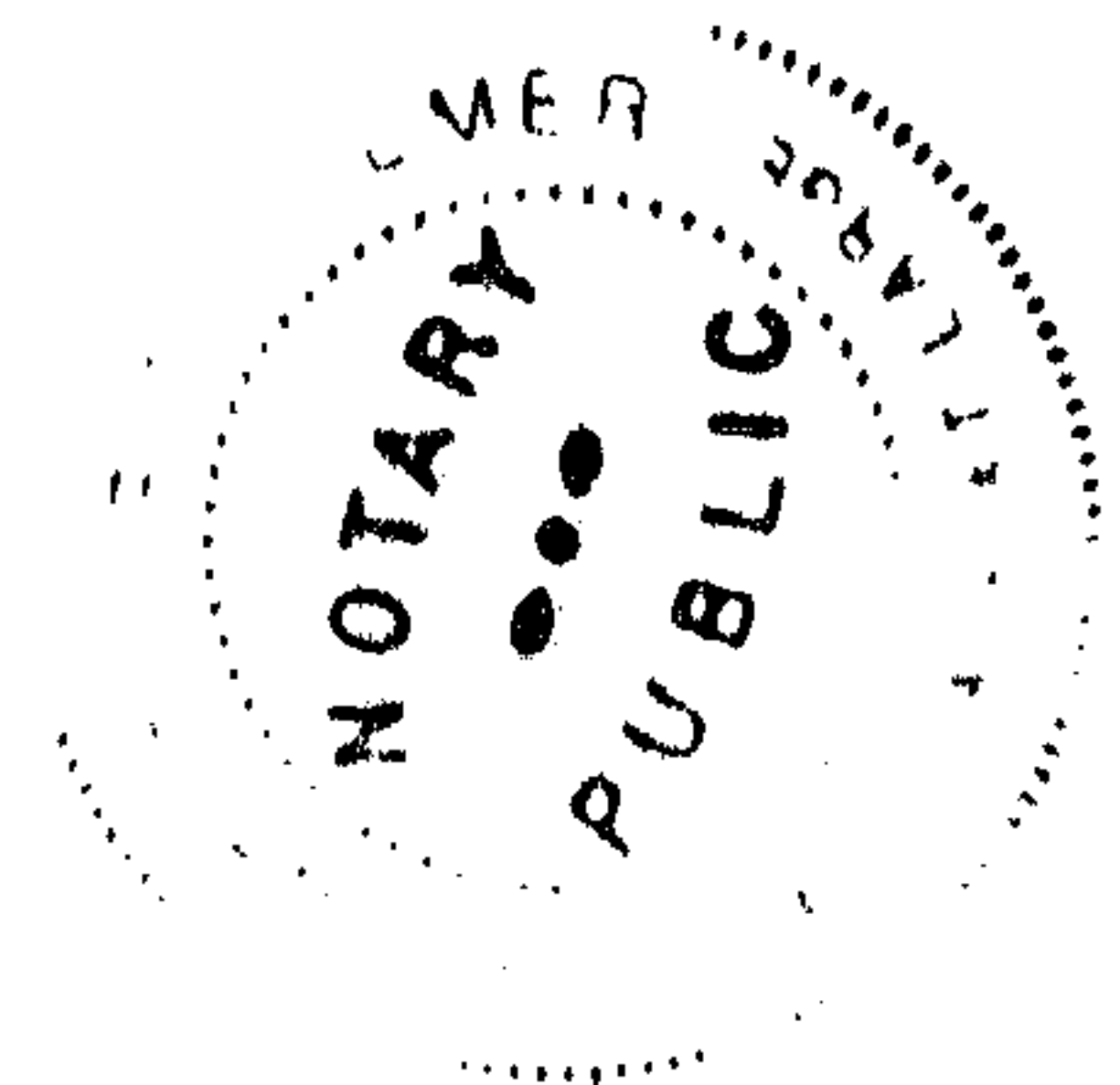
By: William R. Justice, agent)
William R. Justice, as Agent

THE STATE OF ALABAMA)
COUNTY OF TALLAPOOSA)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that William R. Justice, whose name as agent for James T. Rasco, Jr., Trustee of the Shirlee M. Mayfield Living Trust dated November 14, 2018, pursuant to the attached Alabama Limited Power of Attorney, and whose name is signed to the foregoing Warranty Deed and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he with full power and authority executed the same voluntarily as and for the act of James T. Rasco, Jr., Trustee of the Shirlee M. Mayfield Living Trust dated November 14, 2018 on the day the same bears date.

Given under my hand and seal this the 30th day of June, 2021.

William R. Justice)
Notary Public
My Commission Expires: 10/9/24



This Instrument Was Prepared By:
Gregory D. Harrelson, Attorney At Law
5050 Highway 49 South
Dadeville, AL 36853

STATE OF ALABAMA
COUNTY OF SHELBY

**CERTIFICATION OF TRUST
FOR SHIRLIE M. MAYFIELD LIVING TRUST
DATED NOVEMBER 14, 2018**

The undersigned William R. Justice, acting as agent for James T. Rasco, Jr. pursuant to an Alabama Limited Power of Attorney, being first duly sworn, deposes and says James T. Rasco, Jr. is at least 19 years of age and is a currently acting trustee of the Shirly M. Mayfield Living Trust dated November 14, 2018, and further states as follows:

1. The Shirly M. Mayfield Living Trust dated November 14, 2018, is a valid, existing trust, having been created on November 14, 2018.
2.
 - A. The original settlor and trustee of the trust was Shirly M. Mayfield.
 - B. Shirly M. Mayfield died May 14, 2020. The named successor trustee is James T. Rasco, Jr.
 - C. The name and address of the currently acting trustee is James T. Rasco, Jr., 16092 Carmel Bay Drive, Northport, AL 35475.
3. To the best of the undersigned's knowledge, the trust has not been revoked, modified, or amended in any manner that would cause the representations and statements contained herein to be incorrect.

Dated this the 29th day of June, 2021.

James T. Rasco, Jr.
James T. Rasco, Jr. Trustee

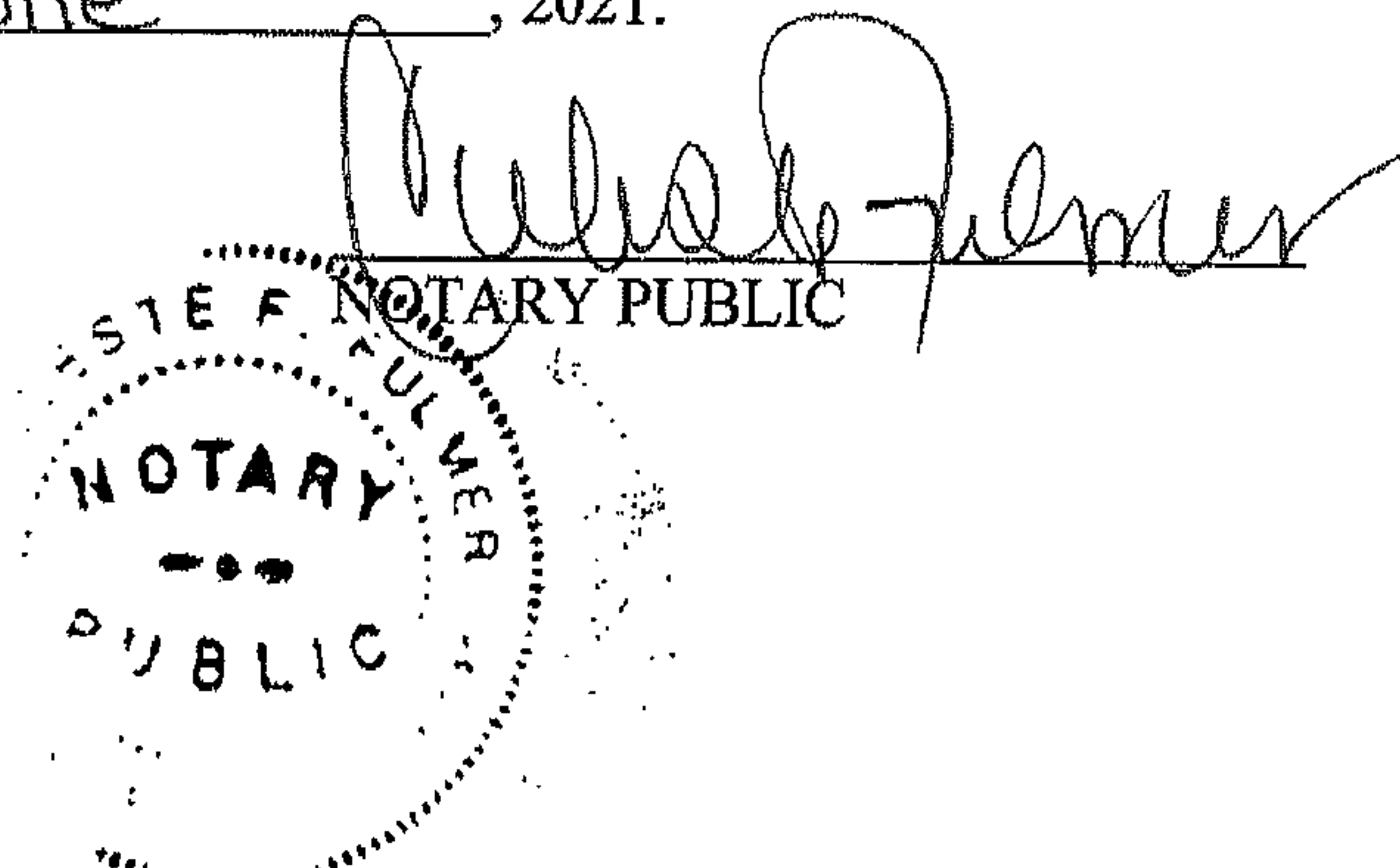
By William R. Justice
William R. Justice as agent

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that William R. Justice, whose name as agent for James T. Rasco, Jr., trustee, pursuant to an Alabama Limited Power of Attorney, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he executed the same voluntarily as agent on the day the same bears date. Given under my hand and official seal this the 29th day of June, 2021.

[SEAL]

My commission expires: 10-9-24



Alabama Limited Power of Attorney Form

I. IMPORTANT INFORMATION

A. This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal) as limited herein. Your agent will be able to make decisions and act with respect to your property whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, as amended.

B. This power of attorney does not authorize the agent to make health care decisions for you. Such powers are governed by other applicable law.

C. You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

D. Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise in the Special Instructions.

E. This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

F. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

G. This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

H. If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

II. DESIGNATION OF AGENT

I, **James T. Rasco, Jr., Trustee of the Shirly M. Mayfield Living Trust dated November 14, 2018**, name the following person as my agent:

Name of Agent: **William R. Justice**

Agent's Address: P.O. Box 587, Columbiana, AL 35051

Agent's Telephone Number: (205) 669-7893

III. GRANT OF LIMITED AUTHORITY

I grant my agent and any successor agent authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, as amended:

Real Property as provided in Section 26-1A-204 and Tangible Personal Property as provided in Section 26-1A-205

IV. LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

Limitation of Power

Except for any special instructions given herein to the agent to make gifts, the following shall apply:

(a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing any Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in 26 U.S.C. §§2041 and 26 U.S.C. §§2514 of the Internal Revenue Code of 1986, as amended.

(b) My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.

V. SPECIAL INSTRUCTIONS

You may give special instructions on the following lines. For your protection, if there are no special instructions write NONE in this section.

This power of attorney is limited to execution all documents and perform all acts necessary to sell and convey certain real estate and associated personal property in Shelby County, Alabama, located at 941 Overland Road, Montevallo, AL 35115, to Robert W. Richard and Elisabeth B. Richard in accordance with the terms of a Residential Real Estate Sales Contract dated May 22, 2021.

The appointment of the agent is special and limited and in no way affects, supersedes, or otherwise limits any previous appointments of other agents under other powers of attorney I may have executed. This limited power of attorney shall terminate upon the completion of all acts necessary to carry out the sale of the real estate described above.

VI. EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

VII. RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

VIII. SIGNATURE AND ACKNOWLEDGMENT

James T. Rasco, Jr. Trustee
(Signature of Principal)

Your Signature Date: June 17, 2021

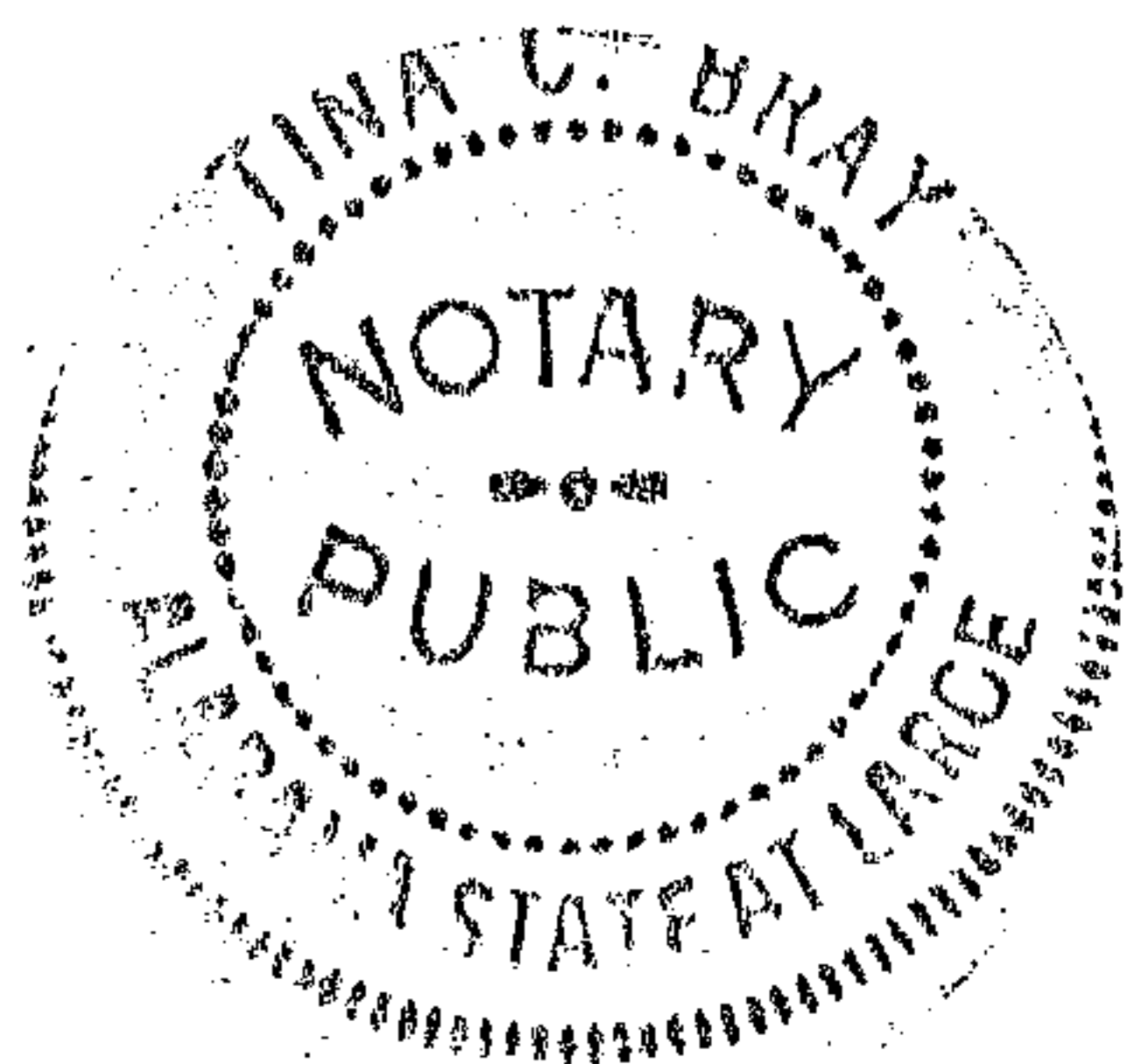
Your Name Printed: James T. Rasco, Jr., Trustee of the Shirly M. Mayfield Living Trust
dated November 14, 2018

Your Address: 941 Overland Road, Montevallo, AL 35115

State of Alabama
County of Shelby

I, the undersigned, a Notary Public, in and for the County in this State, hereby certify that James T. Rasco, Jr., whose name as Trustee of the Shirly M. Mayfield Living Trust dated November 14, 2018, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he executed the same voluntarily as such Trustee on the day the same bears date.

Given under my hand this the 17th day of June, 2021.



Tina C. Bray

Notary public

My commission expires: 8-6-2023

This document prepared by:
William R. Justice, P.O. Box 587, Columbiana, AL 35051

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney; and
- (4) disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) act loyally for the principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) death of the principal;
- (2) the principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent

The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, as amended. If you violate the

Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, as amended, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/01/2021 11:32:07 AM
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20210901000426790

Allen S. Bayl