

SEND TAX NOTICE TO:

Mr. Marc Donovan Scales
3621 Chippenham Drive
Birmingham, AL 35242

WARRANTY DEED

STATE OF ALABAMA)
 :
SHELBY COUNTY)

THIS WARRANTY DEED (this "**Warranty Deed**") is made by (1) Lia Rennan Scales Prince (being one and the same person as Lia Rennan Scales, Lia Scales, and Lia Prince), an individual resident of the State of Tennessee (sometimes hereinafter referred to as "**Lia**"); (2) Jerome Curtis Scales, III (being one and the same person as Jerome Curtis Scales III, Jerome C. Scales, III, and Jay Scales), an individual resident of the State of Alabama (sometimes hereinafter referred to as "**Jay**"); (3) Jerome Curtis Scales, III (being one and the same person as Jerome Curtis Scales III, Jerome C. Scales, III, and Jay Scales), as successor personal representative of the Estate of Sandra Benton Wills Scales, Deceased (sometimes hereinafter referred to as the "**Estate**"); (4) Lia Rennan Scales Prince (being one and the same person as Lia Rennan Scales, Lia Scales, and Lia Prince), as trustee of (a) the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Lia Rennan Scales, Jerome C. Scales, III, and Marc Donovan Scales (the "**Family Trust**"); (b) the sub-trust of the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Lia Rennan Scales ("**Lia's Sub-trust**"); (c) the sub-trust of the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Jerome C. Scales, III ("**Jay's Sub-trust**"); and (d) the sub-trust of the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Marc Donovan Scales ("**Marc's Sub-trust**") (Lia, Jay, the Estate, the Family Trust, Lia's Sub-trust, Jay's Sub-trust, and Marc's Sub-trust being hereinafter referred to collectively as the "**Grantors**"), to Marc Donovan Scales, an individual resident of the State of Alabama (the "**Grantee**").

RECITALS

A. Sandra Benton Wills Scales (being one and the same person as Sandra Benton Scales and Sandra W. Scales) (the "**Decedent**") died as a resident of Shelby County, Alabama on February 7, 2018.

B. The Decedent was survived by Lia, Jay, and the Grantee. Lia, Jay, and the Grantee are the Decedent's children with her husband, Jerome Curtis Scales, Jr. (being one and the same person as Jerome Curtis Scales and Jerome C. Scales), who predeceased her on May 26, 2016.

C. The Last Will and Testament of the Decedent (the "**Will**") was admitted to probate and letters testamentary were issued to Jay, as personal representative of the Estate, by order entered by the Judge of Probate of Shelby County, Alabama in the Estate of Sandra Benton Wills Scales, Deceased (Case No. PR-2018-000172) (the "**Probate Action**"), on March 23, 2018.

D. The sole asset in the Estate is the Subject Property (as hereinafter defined).

E. Items III.F, IV, and V of the Will provide that the Subject Property devolved to the Family Trust and Item V of the Will provides that a one-third interest in the Subject Property devolved to each of Lia's Sub-trust, Jay's Sub-trust, and Marc's Sub-trust (collectively, the "Sub-trusts").

F. Pursuant to that certain Settlement and Release Agreement, dated February 4, 2022, by and among (1) Lia; (2) Jay; (3) the Grantee; (4) Lia and Jay, as co-successor trustees of (a) the Sandra Benton Scales Marital Trust created under Section 5.02 of the Jerome Curtis Scales Revocable Trust Agreement dated August 24, 2015; (b) the Lia Rennan Scales Prince Lineal Descendant's Trust created under Article Six of the Jerome Curtis Scales Revocable Trust Agreement dated August 24, 2015; (c) the Jerome Curtis Scales, III Lineal Descendant's Trust created under Article Six of the Jerome Curtis Scales Revocable Trust Agreement dated August 24, 2015; and (d) the Marc Donovan Scales Lineal Descendant's Trust created under Article Six of the Jerome Curtis Scales Revocable Trust Agreement dated August 24, 2015; (5) the Estate; (6) the Family Trust; (7) Lia's Sub-trust; (8) Jay's Sub-trust; and (9) Marc's Sub-trust (the "**Settlement and Release Agreement**"), a copy of which is filed of record as Exhibit A to the Petition for Final Settlement by Consent Without Notice in the Probate Action, the parties thereto agreed, among other things, that the Sub-trusts would distribute to their respective beneficiaries their respective one-third interests in the Subject Property, with Lia's Sub-trust distributing to Lia its one-third interest in the Subject Property, Jay's Sub-trust distributing to Jay its one-third interest in the Subject Property, and Marc's Sub-trust distributing to Marc its one-third interest in the Subject Property; that the Grantee would purchase from Lia and Jay their respective one-third interests in the Subject Property, thereby resulting in Marc owning all of the interests in the Subject Property; and that the Subject Property would be conveyed to the Grantee hereby.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and promises set forth in the Settlement and Release Agreement, and other good and valuable consideration received from the Grantee, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the Grantors, the Grantors hereby grant, bargain, sell, and convey unto the Grantee the following (collectively, the "**Subject Property**"):

(a) all that certain land located at 3621 Chippenham Drive, Birmingham, Alabama 35242, which is more particularly described as follows:

Lot 340, according to the Survey of Brook Highland, an Eddleman Community, 7th Sector, as recorded in Map Book 13, Page 99 A & B, in the Probate Office of Shelby County, Alabama;

(b) all buildings and improvements located thereon and all of the right, title, and interest of the Grantors in and to any and all fixtures attached thereto; and

(c) all other rights, privileges, easements, licenses, appurtenances, and hereditaments relating thereto.

SOURCE OF TITLE: Warranty Deed by Jerome C. Scales and Sandra W. Scales, husband and wife, as grantors, to Sandra W. Scales, as grantee, filed for record in the Office of the Judge of Probate of Shelby County, Alabama (the "Official Records") on August 2, 1999, as Instrument No. 1999-32212; as corrected by Correction Warranty Deed by such grantors to such grantee filed for record in the Official Records on December 3, 1999, as Instrument No. 1999-48987; and as further corrected by Scrivener's Affidavit of Leonard Wertheimer, III filed for record in the Official Records on Feb 15 __, 2022, as Instrument No. 2022-02150000066590

The Subject Property is not the homestead of any of the Grantors.

This conveyance is made subject to the following:

1. Ad valorem taxes and assessments for the year 2022 and subsequent years, not yet due and payable.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, coal, oil, gas, sand, and gravel in, on, and under the Subject Property.
3. All easements, rights of way, restrictions, set-back lines, covenants, and encumbrances of record in the Official Records.

By accepting this Warranty Deed, the Grantee hereby covenants and agrees for himself and his heirs, personal representatives, successors, assigns, lessees, licensees, employees, and agents that the Grantors shall not be liable for, and no action shall be asserted against the Grantors for, losses or damages to the Subject Property or to any buildings or improvements now or hereafter located on the Subject Property, or on account of injuries to any owner, lessee, licensee, occupant, or other person in or upon the Subject Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown (including, without limitation, sink holes, underground mines, and limestone formations) on or under the Subject Property. For purposes of this paragraph, the term the "Grantors" shall mean and refer to (a) the Grantors; (b) the trustees, employees, and agents of the Grantors; (c) any heirs, personal representatives, successors, and assigns of the Grantors; and (d) any successors and assigns of the Grantors' interest in the Subject Property. This covenant shall run with the Subject Property as against the Grantee and all persons or entities holding the Subject Property under or through the Grantee.

TO HAVE AND TO HOLD the Subject Property unto the Grantee and his heirs, personal representatives, successors, and assigns in fee simple forever.

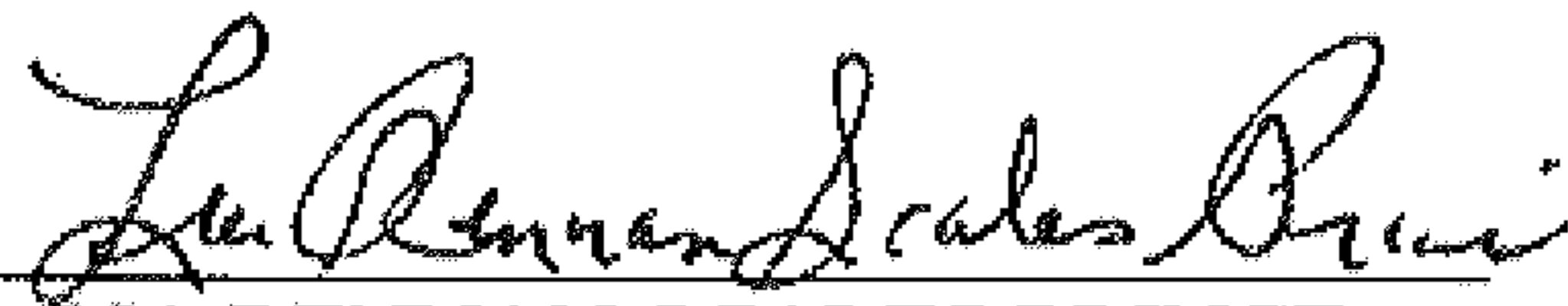
The Grantors, for themselves and for their respective heirs, personal representatives, successors, and assigns, hereby covenant to and with the Grantee that, except as to the matters, exceptions, and reservations referred to above: (a) the Grantors are lawfully seized of an indefeasible estate in fee simple in the Subject Property; (b) the Subject Property is free from all

encumbrances done or suffered by the Grantors; (c) the Grantors have a good and lawful right to sell and convey the Subject Property, as herein conveyed; and (d) the Grantors and their respective heirs, personal representatives, successors and assigns will forever warrant and defend the title to the Subject Property, as herein conveyed, unto the Grantee and his heirs, personal representatives, successors, and assigns against the lawful claims of all persons whomsoever.

This Warranty Deed is executed by each of the Grantors other than Lia and Jay solely in his or her representative capacity named herein; neither this Warranty Deed nor anything contained herein shall be construed as creating any indebtedness or obligation on the part of any such Grantor in his or her individual capacity; and the liability of each such Grantor is expressly limited to his or her representative capacity named herein.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Grantors have executed this Warranty Deed under seal on the 27 day of January, 2022.

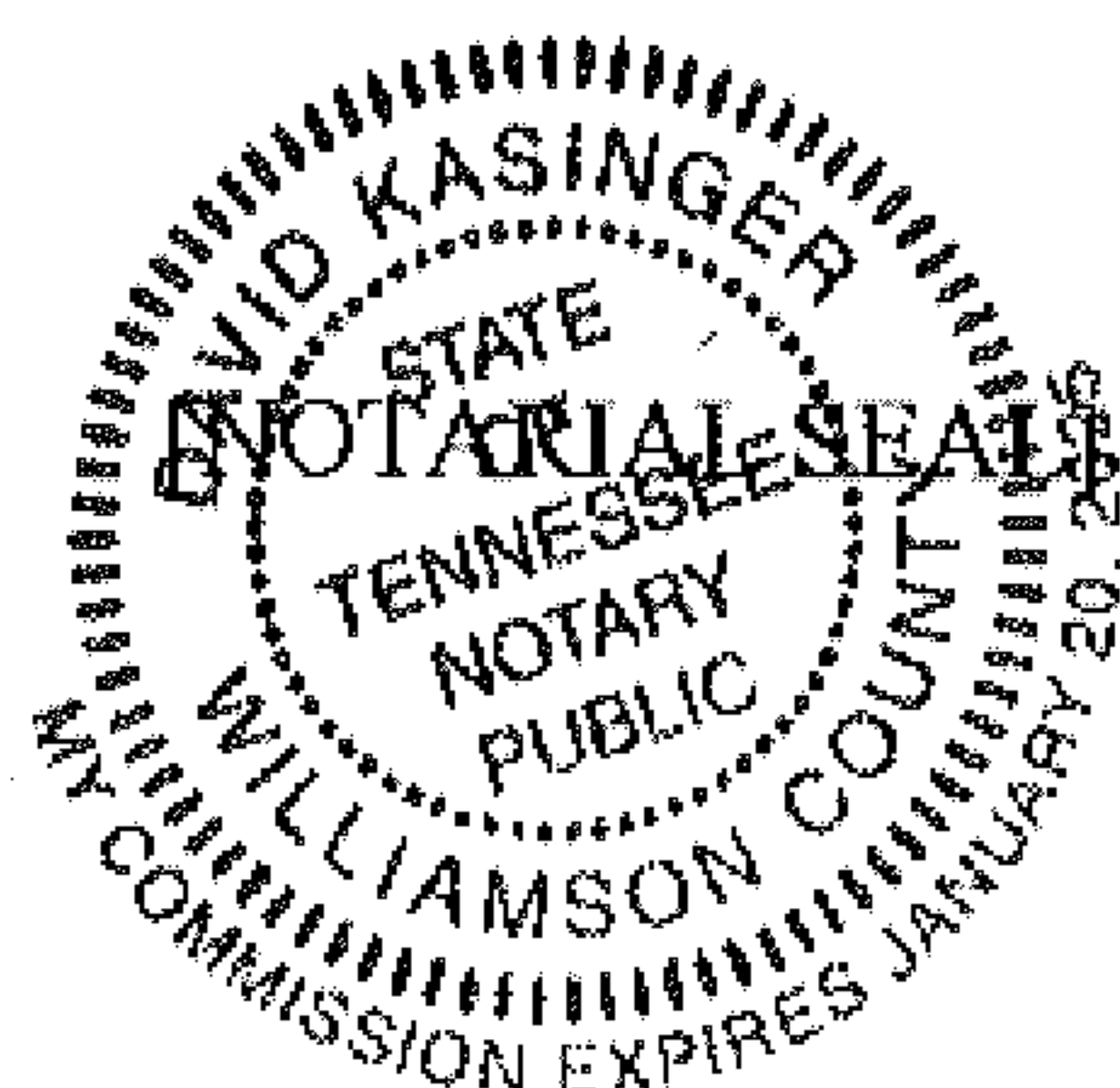


LIA RENNAN SCALES PRINCE,
individually and as trustee of (1) the
Family Trust created under Item V of the
Last Will and Testament of
Sandra Benton Wills Scales
for the benefit of Lia Rennan Scales
Prince, Jerome Curtis Scales, III, and
Marc Donovan Scales; (2) the sub-trust of
the Family Trust created under Item V of
the Last Will and Testament of
Sandra Benton Wills Scales for the benefit
of Lia Rennan Scales Prince; (3) the sub-
trust of the Family Trust created under
Item V of the Last Will and Testament of
Sandra Benton Wills Scales for the benefit
of Jerome Curtis Scales, III; and (4) the
sub-trust of the Family Trust created under
Item V of the Last Will and Testament of
Sandra Benton Wills Scales for the benefit
of Marc Donovan Scales

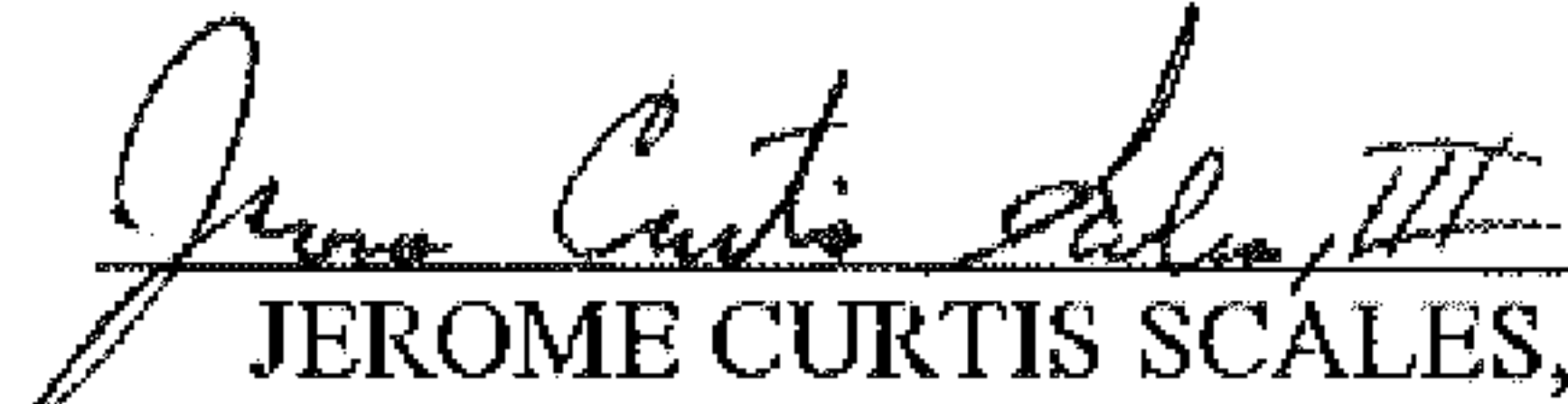
STATE OF Tennessee)
)
Williamson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LIA RENNAN SCALES PRINCE, whose name individually and as trustee of (1) the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Lia Rennan Scales Prince, Jerome Curtis Scales, III, and Marc Donovan Scales; (2) the sub-trust of the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Lia Rennan Scales Prince; (3) the sub-trust of the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Jerome Curtis Scales, III; and (4) the sub-trust of the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Marc Donovan Scales, 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 of said Warranty Deed, she, in each such capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 27 day of January, 2022.




Notary Public
My commission expires: 1-20-2025

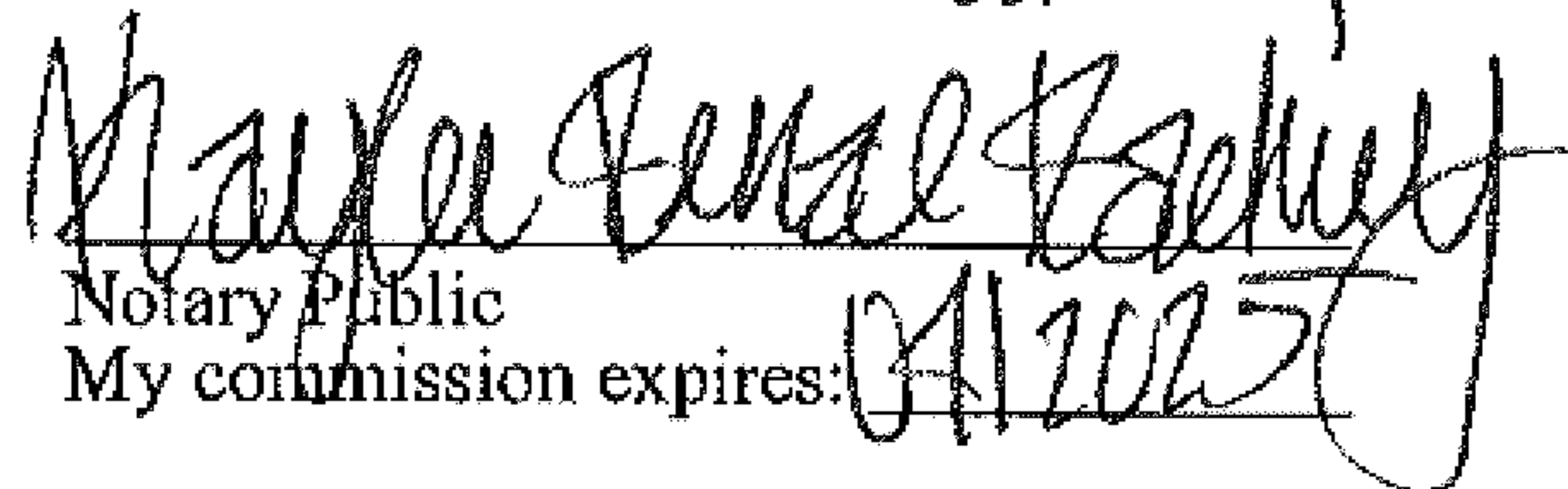

JEROME CURTIS SCALES, III,
individually and as
personal representative
of the Estate of
Sandra Benton Wills Scales, Deceased

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JEROME CURTIS SCALES, III, whose name individually and as personal representative of the Estate of Sandra Benton Wills Scales, Deceased 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 of said Warranty Deed, he, in each such capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 20th day of January, 2022.

[NOTARIAL SEAL]


Notary Public
My commission expires: 01/2025

This instrument prepared by:

J. Fred Kingren
HAND ARENDALL HARRISON SALE LLC
1801 Fifth Avenue, Suite 400
Birmingham, Alabama 35203

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	See Exhibit A attached hereto and hereby incorporated herein by reference	Grantee's Name	Marc Donovan
Mailing Address	See Exhibit A	Mailing Address	3621 Chippenham Drive Birmingham, AL 35242
Property Address	3621 Chippenham Drive Birmingham, AL 35242	Date of Sale	
20220216000066810 02/16/2022 08:13:54 AM DEEDS 7/9		Total Purchase Price	\$363,000 (i.e., sale of a two- thirds interest for \$242,000 and distribution of a one-third interest (\$242,000 ÷ 2/3))
		or	
		Actual Value	
		or	
		Assessor's Market Value	

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	☐ Appraisal
☐ Sales Contract	☒ Other Settlement and Release Agreement
☐ Closing Statement	

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 See Exhibit A

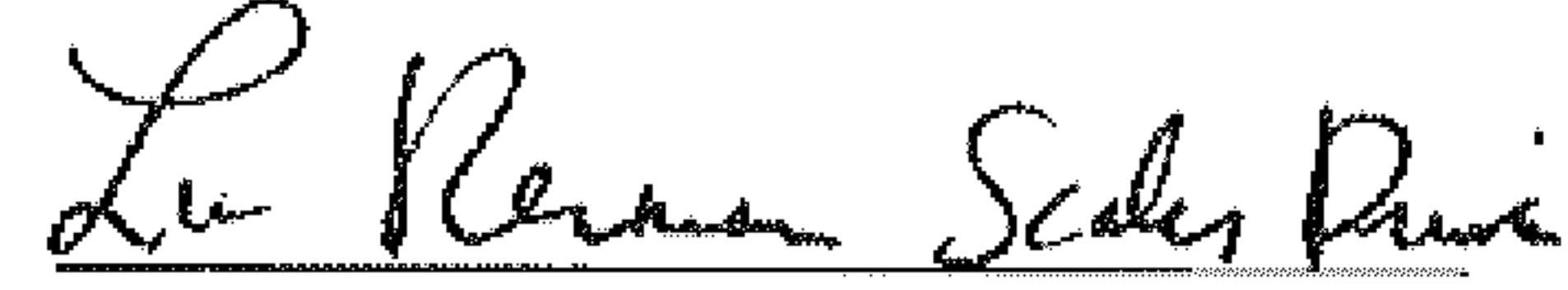
Print See Exhibit A

Sign See Exhibit A

(verified by)

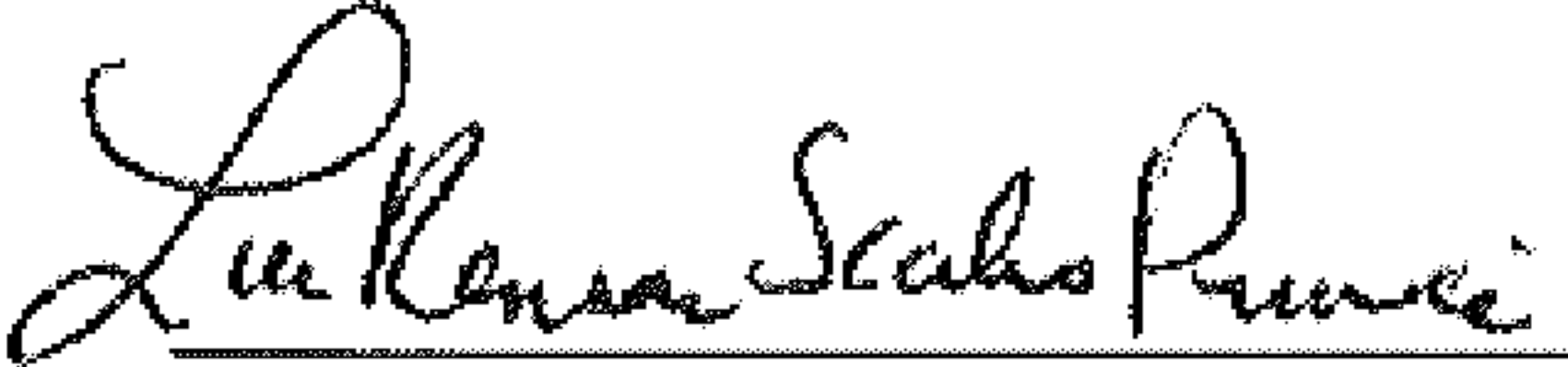
(Grantor/Grantee/Owner/Agent) circle one

**EXHIBIT A
TO
REAL ESTATE SALES VALIDATION FORM**

<u>Grantor's Name and Mailing Address</u>	<u>Date</u>	<u>Grantor's Printed Name and Signature</u>
Lia Rennan Scales Prince ⁺ 613 Pembroke Lane Franklin, TN 37064	<u>1.27.2022</u>	 LIA RENNAN SCALES PRINCE ⁺
Jerome Curtis Scales, III* 135 Narrows Creek Drive Birmingham, AL 35242	<u>01.28.2022</u>	 JEROME CURTIS SCALES, III*
Estate of Sandra Benton Wills Scales, Deceased 613 Pembroke Lane Franklin, TN 37064	<u>01.28.2022</u>	 JEROME CURTIS SCALES, III*, as personal representative
Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Lia Rennan Scales Prince ⁺ , Jerome Curtis Scales, III*, and Marc Donovan Scales 613 Pembroke Lane Franklin, TN 37064	<u>1.27.2022</u>	 LIA RENNAN SCALES PRINCE ⁺ , as trustee
Sub-trust of the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Lia Rennan Scales Prince ⁺ 613 Pembroke Lane Franklin, TN 37064	<u>1.27.2022</u>	 LIA RENNAN SCALES PRINCE ⁺ , as trustee
Sub-trust of the Family Trust created under Item V of the Last Will and Testament of Sandra Benton Wills Scales for the benefit of Jerome Curtis Scales, III* 613 Pembroke Lane Franklin, TN 37064	<u>1.27.2022</u>	 LIA RENNAN SCALES PRINCE ⁺ , as trustee

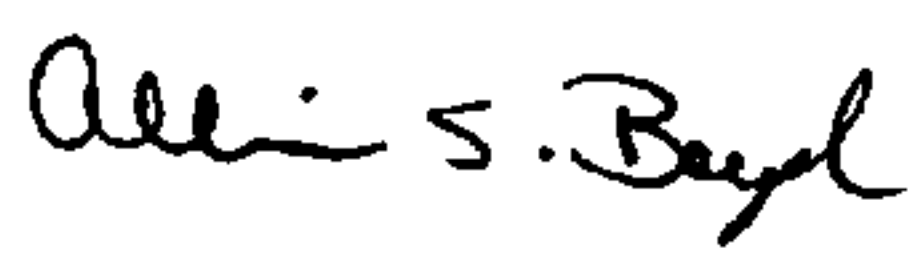
Sub-trust of the Family Trust
created under Item V of the
Last Will and Testament
of Sandra Benton Wills Scales
for the benefit of
Marc Donovan Scales
613 Pembroke Lane
Franklin, TN 37064

1.272022


LIA RENNAN SCALES PRINCE⁺,
as trustee



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/16/2022 08:13:54 AM
\$305.00 CHERRY
20220216000066810



⁺ Lia Rennan Scales Prince is one and the same person as Lia Rennan Scales, Lia Scales, and Lia Prince.

^{*} Jerome Curtis Scales, III is one and the same person as Jerome Curtis Scales III, Jerome C. Scales, III, and Jay Scales.