


This instrument was prepared by:
De Martenson, Esq.
Huie, Fernambucq & Stewart, LLP
Pump House Plaza
3291 US Highway 280, Suite 200
Birmingham, AL 35243

QUITCLAIM DEED

STATE OF ALABAMA)
SHELBY COUNTY)


20220802000302690 1/9 \$164.50
Shelby Cnty Judge of Probate, AL
08/02/2022 04:02:09 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **TAMI C. BURNETT and JAMES A CHAPMAN, JR., co-Administrators of the Estate of James A. Chapman, Deceased** (*hereinafter referred to as "Grantors"*), do hereby remise, release, quitclaim and convey unto **KATHLEEN E. BURNETT ("Grantee")** all their right, title, interest and claim in or to the following described real estate situated in Shelby County, Alabama, to-wit:

Part of Lot Five in Block 8 in the Town of Helena, Alabama, located as follows:
Beginning at a point 50 feet north from the SW corner of Block 8, thence east 200 feet, thence north 50 feet, thence west 200 feet to Third Street, thence south 50 feet, along Third Street to commencing point.
Lying on the east side of Third Street, in Section 15 Township 20 Range 3 West.

Also, one lot in the Town of Helena, situated as follows: South west corner of Block 8, Lot No. 6, fronting Third Street, commencing at the SW corner of Block 8, thence 50 feet north, thence 200 feet east, thence 50 feet south thence 200 feet west to commencing point. Bounded as follows: On north by T. L. Wallace, on east by T. L. Wallace on south by Second Avenue and on west by Third Street.
Situated in Shelby County, Alabama.

With said property being located at the address of: 228 3rd Street Helena, AL 35080.

TO HAVE AND TO HOLD unto said **KATHLEEN E. BURNETT**, her heirs and assigns, forever.

Shelby County, AL 08/02/2022
State of Alabama
Deed Tax: \$117.50



20220802000302690 2/9 \$164.50
 Shelby Cnty Judge of Probate, AL
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Attached as Exhibit "A" is "Order on Petition to Set Aside Deed and to Gain Access, on Counter Petition, and on Third Party Complaint" entered April 26, 2017, by Honorable James W. Fuhrmeister, Judge of Probate, Shelby County, Alabama, holding that Janice B. Gibson has no legal rights to the above-mentioned property and that James A. Chapman, Jr. and Tami Chapman Burnett, co-Administrators of the Estate of James A. Chapman, Deceased, hold rightful title to the above-mentioned property.

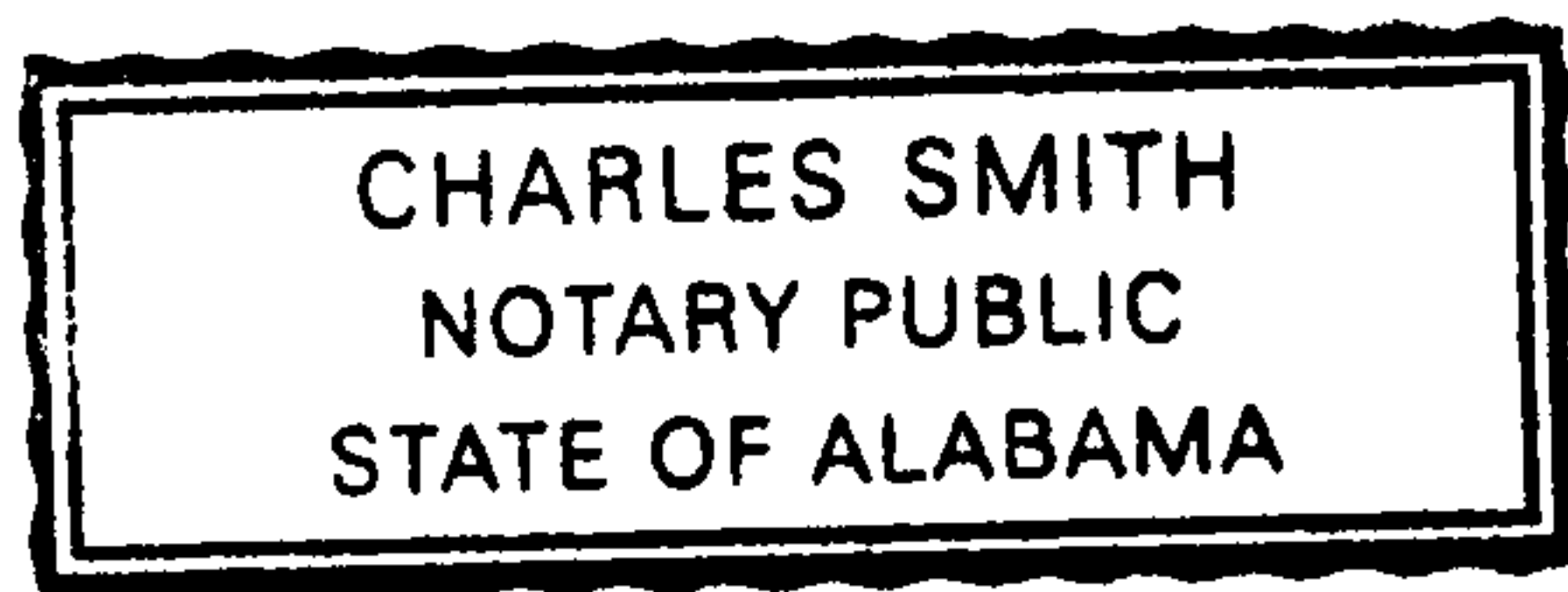
IN WITNESS WHEREOF, Grantors have set their hands and seals on this the 2nd day of August, 2022.

Tami C Burnett
**TAMI C. BURNETT, co-Administrator of
 the Estate of James A. Chapman, Deceased.**

STATE OF ALABAMA)
 SHELBY COUNTY)

I, the undersigned notary public, in and for said count and state, hereby certify that **TAMI C. BURNETT**, whose name 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 the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 2nd day of August, 2022.



Charles Smith
 Notary Public
 My Commission Expires: 1-21-24

James A. Chapman, Jr.
**JAMES A. CHAPMAN, JR., co-Administrator
 of the Estate of James A. Chapman, Deceased.**

STATE OF ALABAMA)
 SHELBY COUNTY)

I, the undersigned notary public, in and for said count and state, hereby certify that **JAMES A. CHAPMAN, JR.**, whose name 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 2 day of Aug., 2022.

Charles Smith
 Notary Public
 My Commission Expires:



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF

JAMES CURTIS BLACK,

Deceased.

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)
)
)

PR-2007-000168

**ORDER ON PETITION TO SET ASIDE DEED AND TO GAIN
ACCESS, ON COUNTER PETITION, AND ON THIRD PARTY COMPLAINT**

This cause came before the Court on April 19, 2017 at 1:30 p.m. for trial on personal representative Janice B. Gibson's Petition to Set Aside Deed and Gain Access to Property and on James A. Chapman, Jr.'s and Tami Chapman Burnett's Answer and Counter Petition and on their Third Party Complaint against the heirs of Ruth T. Chapman, deceased.¹ Proper notice was given to all necessary parties. Present in court were: G. Daniel Head, Esq., attorney for Janice B. Gibson ("Janice"), the personal representative of the Estate of James Curtis Black, deceased ("James Curtis" or "Decedent"); and James A. Chapman, Jr. ("James, Jr.") and Tami Chapman Burnett ("Tami"), co-personal representatives of the Estate of James A. Chapman, deceased ("James, Sr."),² and their attorneys, De Martenson, Esq. and Vicki N. Smith, Esq. Janice did not appear. The case was called and the parties made certain motions as discussed below.

A history of this case is in order. Janice was issued Letters of Administration on March 23, 2007. On January 23, 2008, she filed her Petition to Set Aside Deed and Gain Access to Property. In 2009, the parties filed competing motions for partial summary judgment which were denied by order dated July 25, 2012. Between the filing of the summary judgment motions and the order thereon, the parties were getting service on

¹ Default judgment was entered against Tara H. Davenport and Candice Renee Chapman, two of Ruth T. Chapman's heirs, on February 14, 2017.

² James, Jr. and Tami were substituted for James, Sr. by order dated April 25, 2014.



20220802000302690 4/9 \$164.50
Shelby Cnty Judge of Probate, AL
08/02/2022 04:02:09 PM FILED/CERT

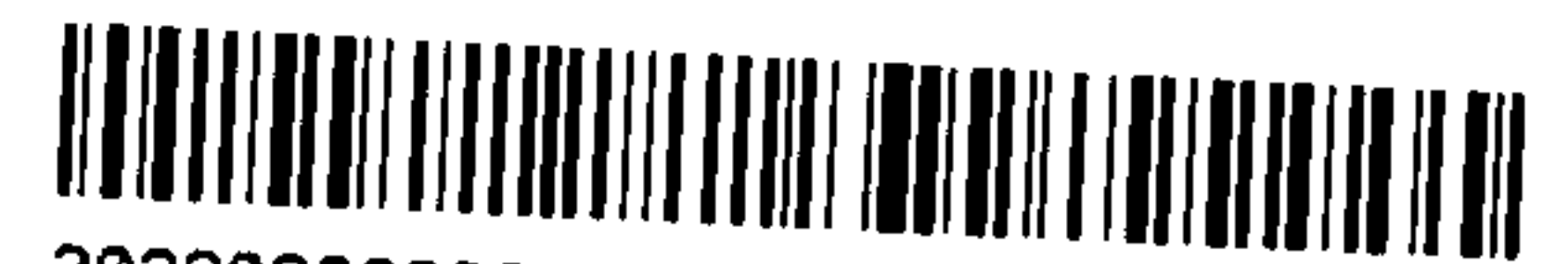
other parties, filing responses and evidence, and the summary judgment hearing was continued for various reasons not predominately attributable to one side or the other. Ultimately, the Court found that summary judgment was not appropriate for either party. (Order, July 14, 2012.)

The case continued along with many continuances permitted, again not predominately at the request of one party over another, parties were substituted due to death, one attorney withdrew and another was added, and in an order dated February 14, 2017 the Court granted a joint motion for default judgment against Tara Davenport and Candice Chapman and continued the trial once again. (Order on Default Judgment and Continuing Trial, February 14, 2017.) In that order, the Court set the trial for April 19, 2017 and notified all parties that there would be no further continuances.

It is worth noting that prior to the hearing on February 13, 2017, the attorneys conferred with the Court in chambers and informed the Court that they had a settlement in principal with one detail remaining. The Court confirmed this with the parties in open court³ and announced that the case was being continued by the agreement of all parties for approximately sixty days for settlement or trial. More specifically, the Court informed all parties, including Janice, that the case would be settled or tried on the new date and that there will be no more continuances. There is no doubt in the Court's mind that all parties, including Janice, understood and agreed.

On the morning of April 19, 2017, the day the case was set for trial, Mr. Head informed the Court that Janice is not in agreement with the terms of the proposed settlement reached in February. Mr. Head further informed the Court that Janice received

³ Janice was present.



a medical procedure on the prior Monday (April, 17) and she was suffering from side effects including diarrhea. Mr. Martenson, who was already in the courthouse, objected to another continuance. The Court informed Mr. Head that a statement from a medical professional stating it would be medically harmful for Janice to attend court would be required and that as many recesses as necessary would be taken to accommodate Janice's condition if she attended.

At the time of trial, the case was called in open court. Mr. Head presented the Court with Gibson Ex. 1 and made an oral motion for a continuance, Mr. Martenson objected. The Court denied Mr. Head's motion on the basis that all parties knew well in advance that the case was scheduled for this date and time and that no further continuances would be granted. The Court further noted that Gibson Ex. 1 does not state that it would be against medical advice for Janice to attend court.

Thereafter, Mr. Head made an oral motion to withdraw on the grounds that he and his client had disagreements about how this case should be handled. The Court denied the motion to withdraw, Mr. Head was present and ready to proceed except for the fact that Janice did not appear.

Mr. Martenson then made an oral motion to dismiss all of Janice's claims and for default judgment in favor of James, Jr. and Tami. Those motions were denied and the case proceeded to trial.

Affidavits of Janice (Gibson Ex. 2.) and of James, Sr. (Chapman Ex. 5.) were admitted into evidence by agreement of the parties. The Court then heard ore tenus testimony and received exhibits that were properly introduced into evidence.



The core issue in this dispute is James, Sr.'s conveyance of his mother's ("Ruth") real property to himself using a power of attorney dated April 5, 1993. (Chapman Ex. 3.) Janice alleges the conveyance was self-dealing and the deed should be set aside resulting in an interest in the real property becoming an asset of Decedent's estate as an heir of Ruth. (Pet. to Set Aside Deed.) There is no dispute that James, Sr. did in fact execute the deed dated March 16, 1996 and that the deed was recorded in the probate office on August 20, 1996, after Ruth's death.⁴ (Chapman Ex. 3.) There is also no dispute that the power of attorney from Ruth to James, Sr. does not contain a provision permitting self-dealing. (Chapman Ex. 3.)

The testimony shows that Ruth was living on her property with her daughter, Annie Margaret Black ("Annie Margaret"), and Annie Margaret's son, the Decedent.⁵ Ruth relied on James, Sr. for assistance when she was unable to take care of matters on her own. Annie Margaret and Decedent were allowed to live on Ruth's property rent free. Decedent suffered from drug addiction issues much of his adult life. Annie Margaret lived with Ruth because, according to the testimony, Janice had control of Annie Margaret's house, had rented it out, and would not allow Annie Margaret to return there to live.

Several exhibits were introduced showing expenses paid by James, Sr. for taxes and upkeep on the subject property. According to the testimony, Janice never offered to help pay for upkeep or taxes. Janice, however, testified in her affidavit that she and her husband spent money and time working on the property between Annie Margaret's death and Decedent's death. (Gibson Ex. 2.) Janice further testified in her affidavit that she

⁴ An error in the legal description was corrected by recording an Owner's Affidavit on May 16, 2011. (Chapman Ex. 3.)

⁵ Janice is Annie Margaret's daughter and Decedent's sister. Tara B. Davenport is the daughter of Robert Lee Black, deceased, a brother of Janice and Decedent.

believed the subject property was still part of Ruth's heir property and that she was unaware that James, Sr. had deeded the property to himself until James Curtis died in 2006. (Gibson Ex. 2.) She filed her Petition to Set Aside Deed on January 23, 2008.

James, Sr. testified in his affidavit that Ruth instructed him to deed the real estate to himself and allow Annie Margaret and James Curtis to continue to live on the property. (Chapman Ex. 5.) James, Jr. testified that Ruth told him and James, Sr. that James, Sr. was to have complete control of her property. Tami testified that Ruth told her on more than one occasion that Ruth wanted the property to stay in the family and that she was afraid that Janice would rent out the property if she had control as Janice has done with Annie Margaret's property. Ruth told Tami that she wanted James, Sr. to have the property. This evidence is uncontroverted.

The Court is convinced from the evidence presented, and so FINDS, that Ruth intended for James, Sr. to have control of the subject real property and that the March 16, 1996 deed, as corrected, was executed consistent with Ruth's wishes and desires and pursuant to her instructions and permission. *See Harrelson v. Harrelson*, 7 So.3d, 1004 (Ala.Civ.App. 2008).

It is, therefore, ORDERED, ADJUDGED and DECREED that:

(A.) The subject real property became the property of James A. Chapman, Sr. upon the execution of the March 16, 1996 deed, as corrected.

(B.) Janice B. Gibson's Petition to Set Aside Deed and Gain Access to Property is DENIED;

(C.) James A. Chapman, Jr.'s and Tami Chapman Burnett's counter petition for declaratory judgment and their third party complaint are due to be, and are hereby, GRANTED;

(D.) Costs of court are taxed against the Estate of James Curtis Black, for which execution may issue.

The Court expressly directs entry of this judgment pursuant to A.R.Civ.P. Rule 54(b), as the Court has determined that there is no just reason for delay in the entry of a final judgment.

DONE and ORDERED this 26th day of APRIL, 2017.


JUDGE OF PROBATE

cc: De Martenson, Esq.
G. Daniel Head, Esq.
Vicki N. Smith, Esq.
Tara H. Davenport
Candice Renee Chapman

ENTERED AND FILED

APR 26 2017

KIMBERLY MELTON CHIEF CLERK
PROBATE COURT
SHELBY COUNTY ALABAMA

Real Estate Sales Validation Form

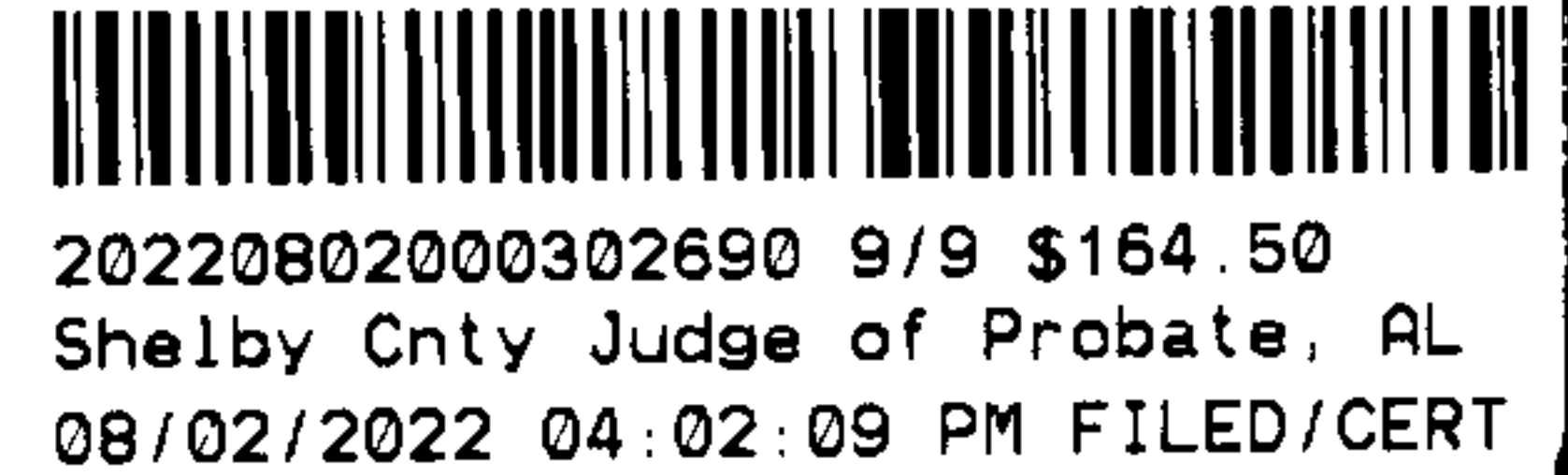
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Tami Burnett
Mailing Address 140 Whitestone Trail
Calera, Alabama
35040

Grantee's Name Kathleen Burnett
Mailing Address 140 Whitestone Trail
Calera, AL 35040

Property Address 228 3rd Street
Helena, Alabama
35080

Date of Sale _____
Total Purchase Price \$ _____
or
Actual Value \$ _____
or
Assessor's Market Value \$ 117,100



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
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☒ Other Market Value

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 8/2/22

Print Kathleen Burnett

Unattested

(verified by)

Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1