

MAIL TAX BILL TO:

Scholl Family Trust
7060 Mill Road
Rockford, Illinois 61108


20240415000109340 1/6 \$336.00
Shelby Cnty Judge of Probate, AL
04/15/2024 02:50:50 PM FILED/CERT

RETURN RECORDED DEED TO:

Agnew Law Office, P.C.
129 South Phelps Avenue
Suite 801
Rockford, Illinois 61108

PREPARED BY:

Agnew Law Office, P.C.
129 South Phelps Avenue
Suite 801
Rockford, Illinois 61108
(815) 399-3522

DEED IN TRUST

GRANTOR:	Janice Scholl
GRANTEE:	Scholl Family Trust
COMMON ADDRESS:	3920 Smokey Road Alabaster, Alabama
PIN:	22 9 31 1 001 003.000

Shelby County, AL 04/15/2024
State of Alabama
Deed Tax: \$298.00

THE GRANTOR,

JANICE SCHOLL
(a/k/a Carol J. Scholl),


20240415000109340 2/6 \$336.00
Shelby Cnty Judge of Probate, AL
04/15/2024 02:50:50 PM FILED/CERT

a married couple of the County of Winnebago and State of Illinois,

for and in consideration of the sum of One Dollar (\$1.00), in hand paid, and other good and valuable consideration, receipt of which is hereby duly acknowledged, **CONVEY AND QUIT CLAIM** unto

THE GRANTEE,

Michael J. Scholl and Carol J. Scholl, as Co-Trustees of the
SCHOLL FAMILY TRUST dated July 17, 2023,

(and in case of the death, removal, absence of said Co-Trustees or their resignation, inability or refusal to act, then unto the then acting successor in trust, with like powers, duties and authorities as are hereby vested in said Co-Trustees), whose address is 7060 Mill Road, Rockford, Illinois,

ALL INTEREST in the following described real estate, commonly known as:

3920 Smokey Road
Alabaster, Alabama

and legally described as:

Parcel No. 6

A PART OF THE N.W.1/4-N.E.1/4, SECTION 31, T..21S,R2W, more particularly described as follows:

Commence at the Southeast corner of the Northwest quarter of the Northeast quarter of Section 31, Township 21 South , Range 2 West, Shelby County, Alabama and run thence N 2°-04'-50" W along the East line of said quarter-quarter a distance of 358.70' to the point of beginning of the property, PARCEL NO. 6, being described, Thence continue along last described course a distance of 589.46' to a point, Thence run S 88°-15'-13" W a distance of 900.62' to a point, Thence run N 1°-42'-33" W a distance of 285.36' to a

point on the South right of way line of Shelby County Highway No. 12 in a curve to the Left having a central angle of $3^{\circ}-32'12''$ and a radius of 2,760.0', Thence run West along the arc of said Right of Way line an arc distance of 170.36' to the P.T. of said curve, Thence run $S 87^{\circ}-47'29'' W$ along said right of way a distance of 271.94' to a distance of 210.0' to a point, Thence run $S 1^{\circ}-59'-52'' E$ a distance of 415.18' to a point, Thence run $S 89^{\circ}-43'-45'' E$ a distance of 1,133.30' to a point of beginning, containing 18.35 acres and subject to all agreements, easements and /or restrictions of probated record or applicable law.

There is attendant to this parcel a 30.0' wide easement for access, ingress and egress and the installation of any required utility service lines to parcels 5,6,7,8, or 9, 30.0' West of and equally along the East line of this parcel, from the North line of subject parcel to the South line of same.

PIN: 22 9 31 1 001 003.000

This conveyance shall be subject to real estate taxes for the year 2024 and all subsequent years, and subject to any and all easements, restrictions, covenants and encumbrances of record.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

1. Full power and authority is hereby granted to said Trustee:

- 1.1** To contract to sell, to grant options to purchase, to sell on any terms, and to convey either with or without consideration.
- 1.2** To donate, to dedicate, to mortgage, pledge or otherwise encumber said property.
- 1.3** To lease said property, or any part thereof, from time to time, by leases to commence in the present or in the future.
- 1.4** To renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter.
- 1.5** To partition or to exchange said property, or any part thereof, for other real or personal property.

- 1.6 To grant easements or charges of any kind.
 - 1.7 To release, convey or assign any right, title or interest in or about said premises.
 - 1.8 To improve, manage, protect and subdivide said real estate or any part thereof.
 - 1.9 To dedicate parks, streets, highways or alleys.
 - 1.10 To vacate any subdivision or part thereof.
 - 1.11 To deal with said property and every part thereof, without limitation by reason of the enumeration thereof, in all other ways and for such other considerations as it would be lawful for any person owning the same to deal therewith, whether similar to or different from the ways above specified, at any time or times hereafter.
2. In no case shall any party dealing with said Trustee in relation to the real estate be obligated to see to the application of any purchase money, rent, or money borrowed or advanced on said real estate, or be obligated to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire in to any of the terms of said trust.
 3. Every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Deed in Trust and by said trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed in Trust and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, lease, mortgage, or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, or their predecessor in trust.
 4. The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or

interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

5. It is the express intention of this instrument to vest in the Trustee the entire legal and equitable title in fee, in and to all the real estate above described. The grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

Dated on February ²⁷ ~~mar~~ 2024.

By: Janice Scholl
JANICE SCHOLL
(a/k/a Carol J. Scholl)

STATE OF ILLINOIS)
) SS
WINNEBAGO COUNTY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **JANICE SCHOLL (a/k/a Carol J. Scholl)**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal on ^{March} ~~February~~ 27, 2024.



By: Mariah Ziriaxe
Notary Public

Real Estate Sales Validation Form

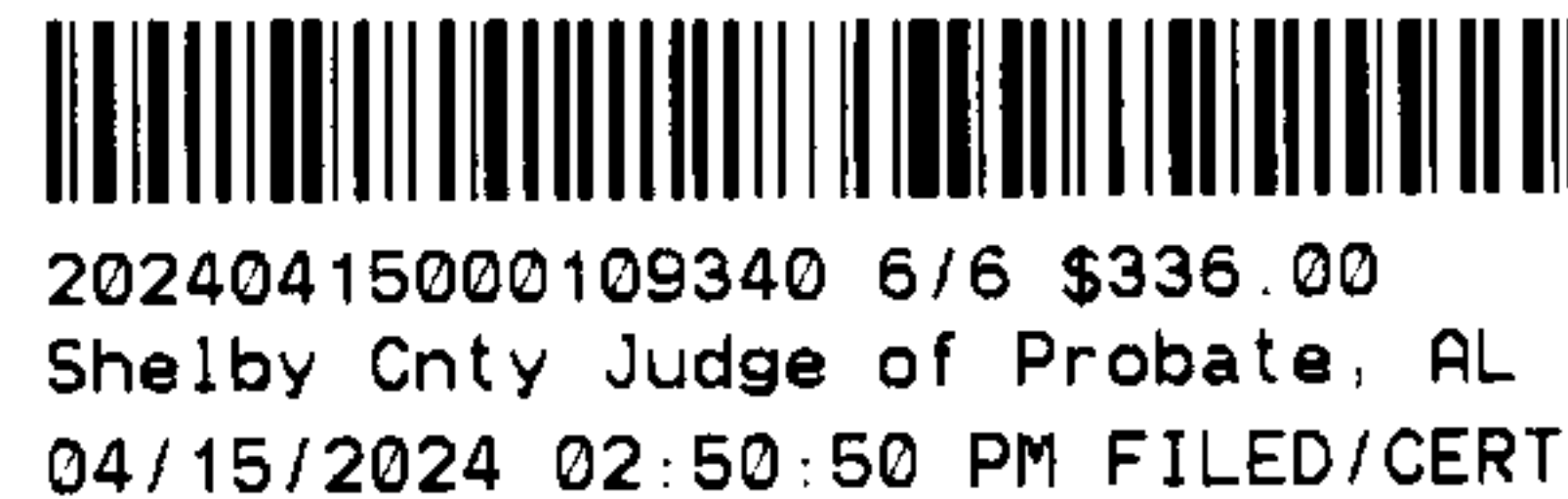
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Janice Scholl (a/k/a Carol J. Scholl)
Mailing Address 7060 Mill Road
Rockford, Illinois 61108

Grantee's Name Scholl Family Trust, Michael J. Scholl
Mailing Address and Carol J. Scholl as co-trustees
7060 Mill Road
Rockford, Illinois 61108

Property Address 3920 Smokey Road
Alabaster, Alabama 35007
22 9 31 1 001 003.000

Date of Sale _____
Total Purchase Price \$ _____
or
Actual Value \$ _____
or
Assessor's Market Value \$ 297,640.00



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 2022 Tax Bills
☐ 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 3-27-24

Print Michael J. Scholl and Carol J. Scholl

☐ Unattested

(verified by)

Sign Michael J. Scholl Carol J. Scholl
(Grantor/Grantee/Owner/Agent) Circle one

Form RT-1