



20241209000377510 1/12 \$139.00
Shelby Cnty Judge of Probate, AL
12/09/2024 09:51:46 AM FILED/CERT

This instrument was prepared by:

C. Burton Dunn
DUNN & ASSOCIATES, LLC
Two Twentieth Street, No., Ste 1110
Birmingham, AL 35203
(205) 352-4455

Send tax notice to:

Larry R. Skipper
6137 Rod Avenue
Woodland Hills, CA 91367

THIS DEED WAS PREPARED WITHOUT EXAMINATION OF TITLE.

WARRANTY DEED RESERVING LIFE ESTATE

STATE OF ALABAMA)

: KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF SHELBY)

That for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned **LARRY R. SKIPPER**, a widower (the "Life Tenant/Grantor"), hereby remises, releases, quit claims and conveys to **SHANE R. SKIPPER** and **ELLEN "KERRY" MCCARN OSTIR** (the "Remaindermen/Grantees"), as tenants in common with equal rights and interest; reserving, however, a life estate to and in favor of the Grantor, **LARRY R. SKIPPER**, along with all of the Grantor's right, title, interest and claim in or to the following described real estate, situated in Shelby County, Alabama, to-wit:

PARCEL 1: Begin at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 2, Township 19 South, Range 2 East, Shelby County, Alabama, and run thence North 88 deg. 14 min. 50 sec. East along the North line of said 1/4 1/4 a distance of 1,197.30 feet to a point on the Westerly right of way line of Alabama Highway No. 231; thence run South 22 deg. 01 min. 21 sec. West along said right of way line a distance of 1,041.39 feet to a point at an existing fence corner; thence run South 87 deg. 55 min. 11 sec. West along said fence a distance of 208.0 feet to a fence corner; thence run South 22 deg. 01 min. 21 sec. West along said fence a distance of 208.0 feet to a fence corner; thence run North 87 deg. 55 min. 11 sec. East along same said fence line a distance of 208.0 feet to a point on the same said Westerly right of way line of Highway No. 231; thence run South 22 deg. 01 min. 21 sec. West along said right of way line a distance of 85.20 feet to a point at a fence corner; thence run North 82 deg. 08 min. 30 sec. West along said fence a distance of 174.78 feet to a point; thence continue along said fence South 87 deg. 54 min. 28 sec. West a distance of 502.20 feet to a point on the West line of subject 1/4 1/4; thence run North 1 deg. 01 min. 16 sec. West along said 1/4 1/4 line a distance of 1,195.23 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL 2: Commence at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 2, Township 19 South, Range 2 East, Shelby County, Alabama,



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and run thence North 88 deg. 14 min. 50 sec. East along the North line of said 1/4 1/4 a distance of 1,306.57 feet to a point on the Easterly right of way line of Alabama Highway No. 231 and the point of beginning of the property, Parcel No. 2, being described; thence continue along last described course a distance of 746.86 feet to a point; thence run South 0 deg. 15 min. 34 sec. East a distance of 1,318.92 feet to a point on the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 2; thence run South 87 deg. 55 min. 11 sec. West along said South line of said 1/4 1/4 a distance of 1,296.62 feet to a point on the same said Easterly right of way line of said Highway No. 231; thence run North 22 deg. 01 min. 21 sec. East along said right of way line of said Highway a distance of 1,448.85 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject To:

1. Ad valorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Transmission line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 124, Page 464 in Shelby County Probate Office.
3. Right-of-way granted to Shelby County by instrument recorded in Deed Book 105, Page 454 and Deed Book 129, Page 359 in Shelby County Probate Office.

The Grantor does not warrant title to minerals and mining rights.

Said property is also known by its street address: **572 Highway 231, Vincent, Alabama 35178.**

Also signing on behalf of the Life Tenant/Grantor is **Shane R. Skipper** and **Ellen "Kerry" McCarn Ostir**, in their shared capacity as Alternate Co-Agents (each an "Agent Grantor"), for the Life Tenant/Grantor by and through that certain Durable Power of Attorney of Larry R. Skipper dated 11/11/2015, attached hereto and made hereof as Exhibit A.

TO HAVE AND TO HOLD to the Remaindermen/Grantees, their heirs and assigns, forever, against the lawful claims of all persons.

This instrument is executed for nominal consideration for the purpose of perfecting the title to real estate.

Given under the Life Tenant/Grantor's hand and seal, this 3 day of OCTOBER, 2024.


LARRY R. SKIPPER, Life Tenant/Grantor

[Notary Verification Page Follows.]

VERIFICATION



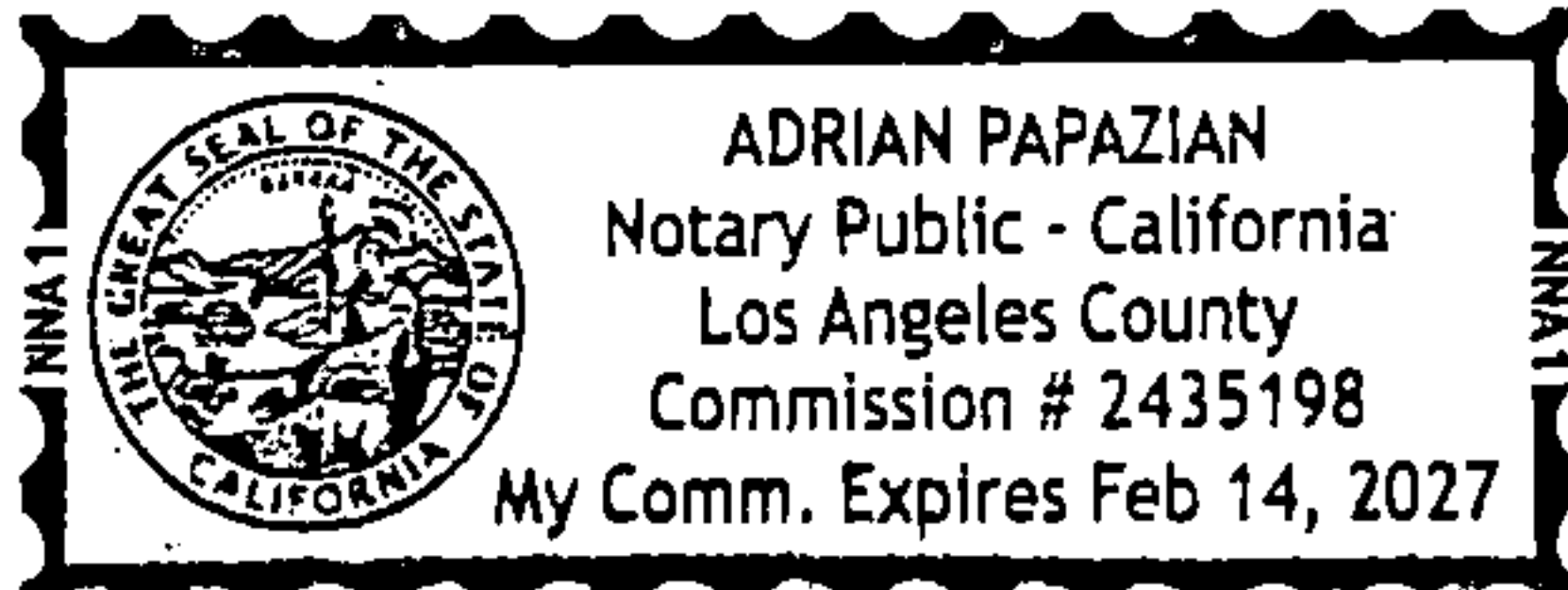
20241209000377510 3/12 \$139.00
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STATE OF California)
COUNTY OF Los Angeles)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **LARRY R. SKIPPER**, whose name as Life Tenant/Grantor, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3 day of October, 2024.

[SEAL]

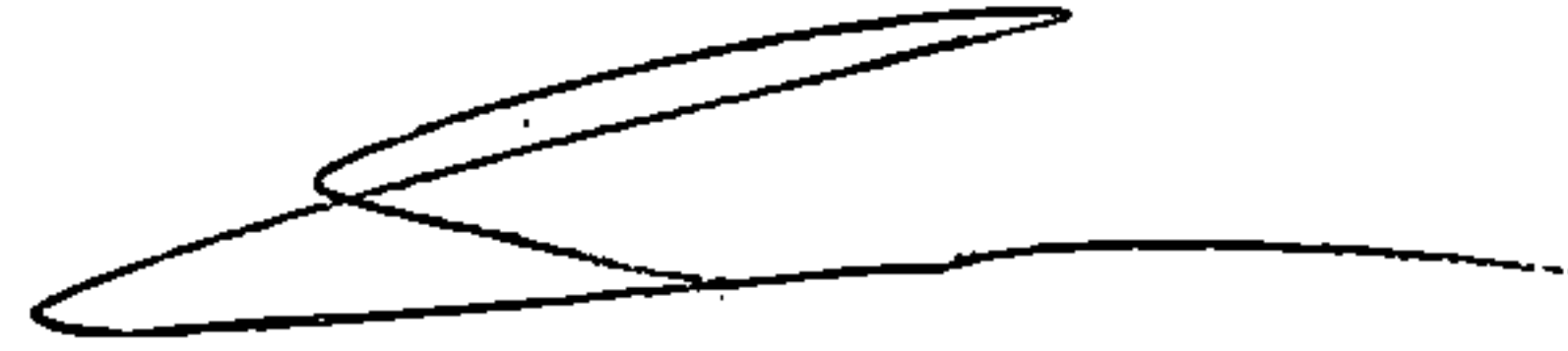


Adrian Papazian
Notary Public

My commission expires: 22/14/2027


[Additional Signature Pages Follow.]

Given under the Agent Grantor's hand and seal, this 3rd day of OCTOBER, 2024.



ELLEN MCCARN OSTIR,
Agent Grantor

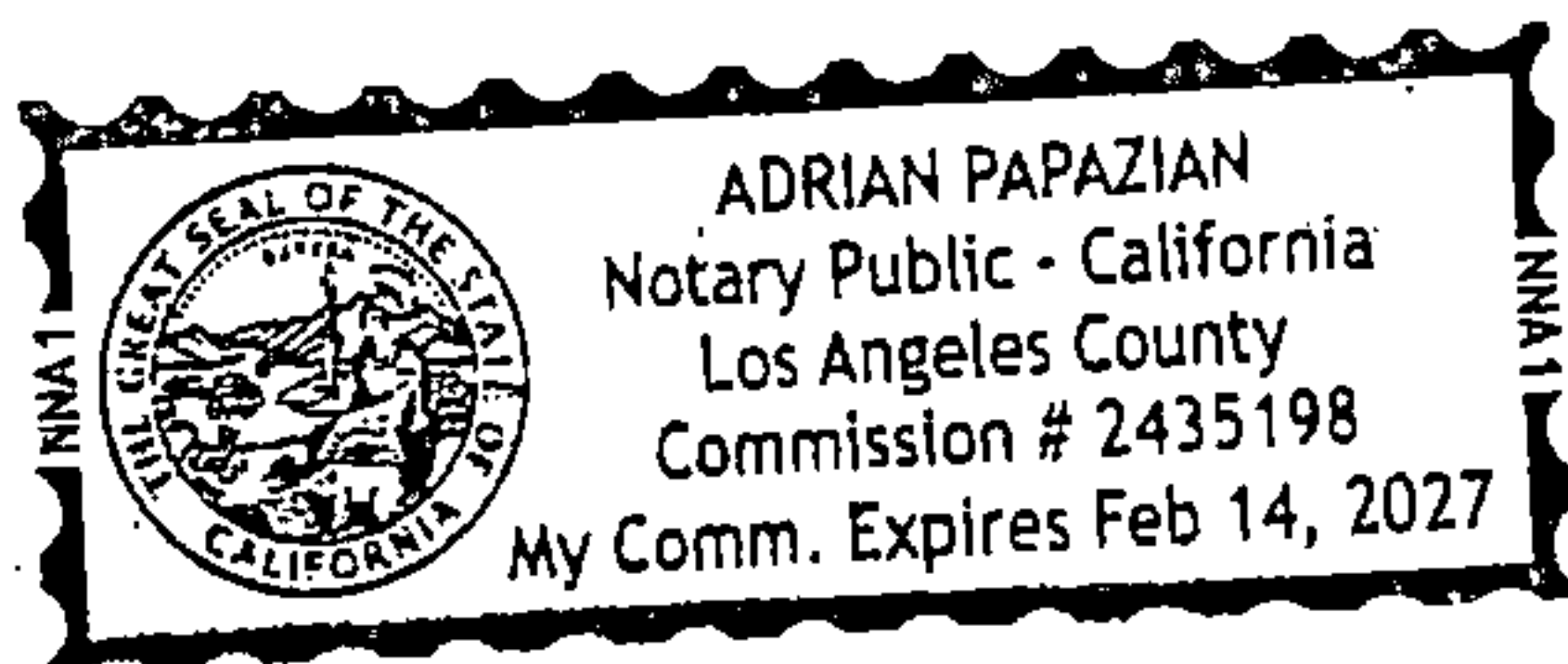
STATE OF CALIFORNIA)
LOS ANGELES COUNTY)


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I, the undersigned Notary Public in and for said County in said State, hereby certify that **ELLEN MCCARN OSTIR**, whose name as Agent Grantor, 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 said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of October, 2024.

[SEAL]




Notary Public

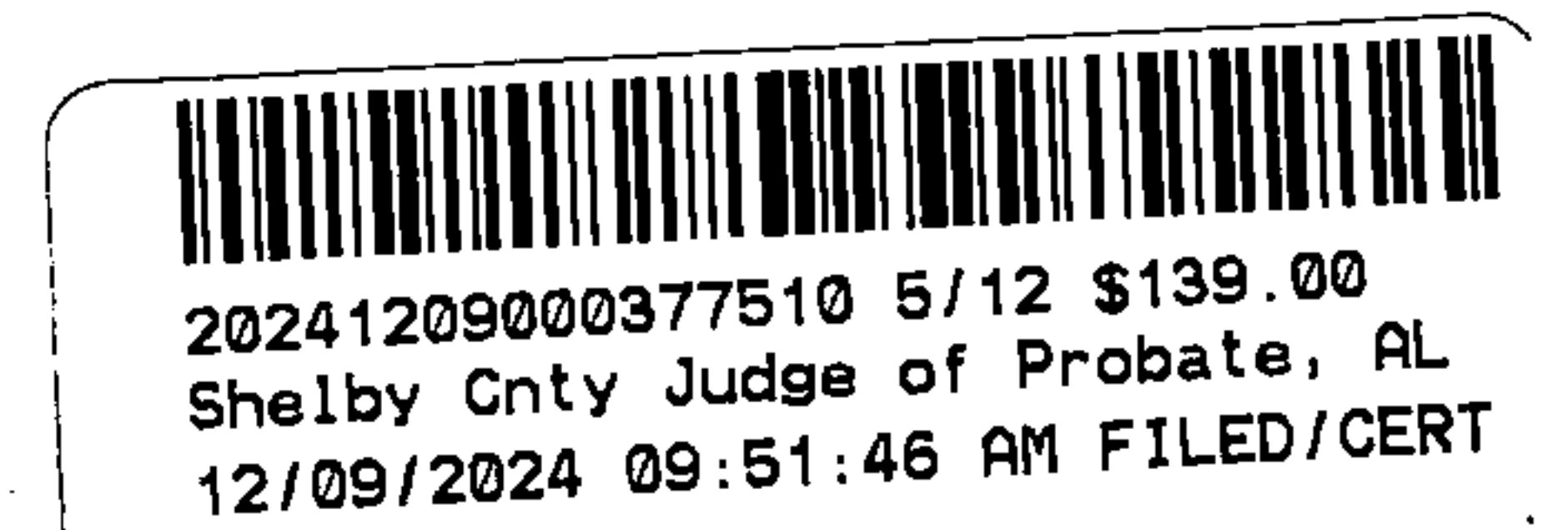
My commission expires: 02/14/2027

[Additional Signature Page Follows.]

Given under this Agent Grantor's hand and seal, this 7th day of October, 2024.

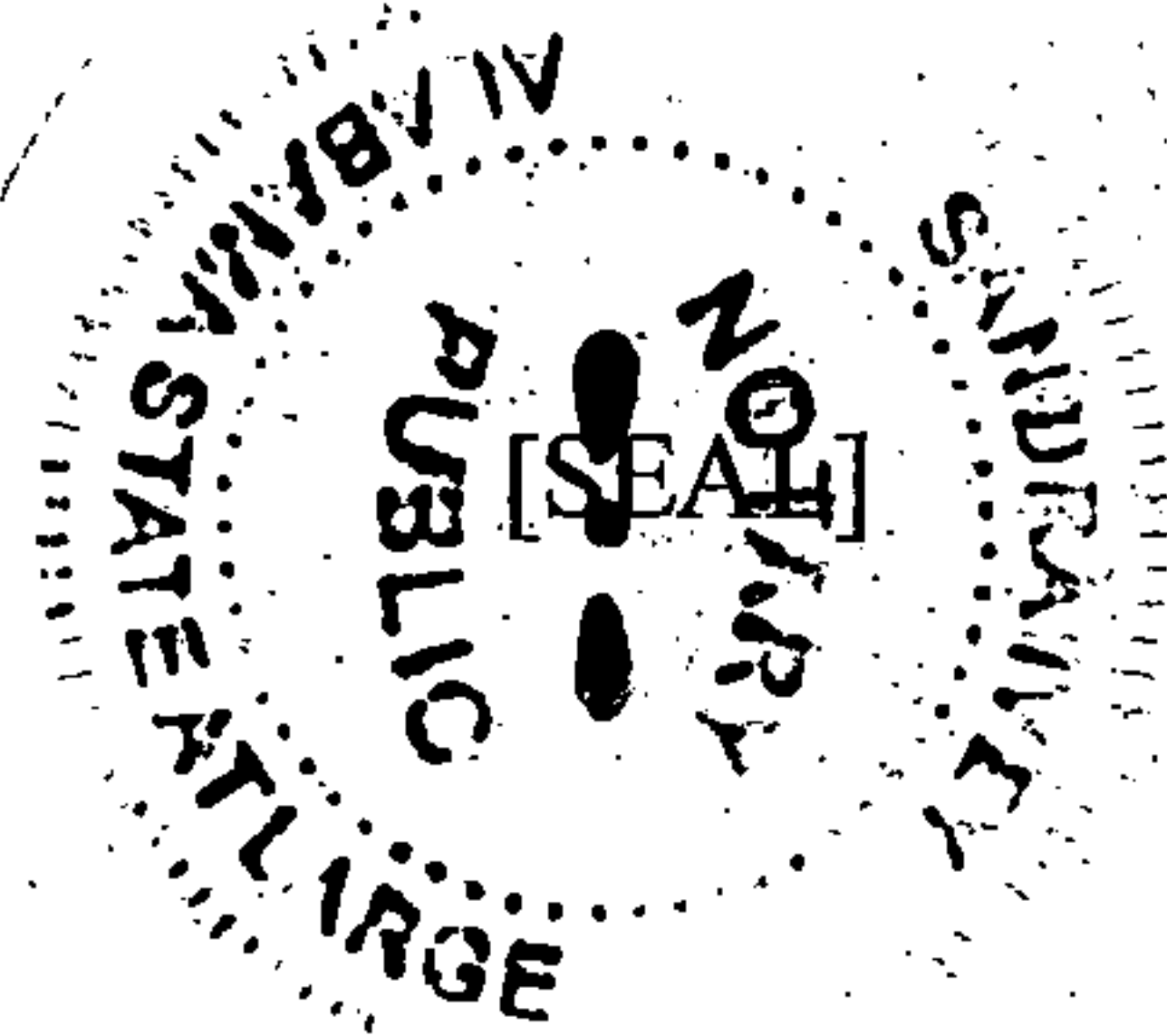

SHANE R. SKIPPER, Agent Grantor

STATE OF ALABAMA)
COUNTY OF SHELBY)



I, the undersigned Notary Public in and for said County in said State, hereby certify that **SHANE R. SKIPPER**, whose name as Agent Grantor, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of October, 2024.




Notary Public

My commission expires: MY COMMISSION EXPIRES:
MARCH 1, 2026

This instrument is prepared by C. Burton Dunn of Dunn & Associates, LLC based on information furnished by the parties and no examination has been made and no opinion has been given by the firm preparing this instrument as to the title, or the description of the property involved or the payment status of any real property taxes.

EXHIBIT A



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DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a Durable Power of Attorney, that I, Larry R. Skipper, do hereby make, constitute and appoint as my true and lawful Agent my spouse, Ellen Dahlene Skipper, for me and in my name, place and stead, and on my behalf and for my use and benefit. If my spouse, Ellen Dahlene Skipper, does not survive me, or shall fail to qualify for any reason as my true and lawful Agent, or having qualified shall die, resign or cease to act for any reason as my Agent, I appoint my son, Shane R. Skipper and my stepdaughter, Ellen "Kerry" McCarn Ostir,, as my Alternate Co-Agents with the same powers and authority granted to my first-named Agent.

1. I grant to my Agent the following powers and authority:

(a) To request, ask, demand, sue for, recover, collect, receive and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, tangible and intangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by me or due, owing, payable or belonging to me or in which I have or may hereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

(b) To have and gain entry and access to my safe deposit box or vault at any time; to remove any or all contents thereof; to sign any papers or documents relating thereto; to deposit any papers, documents or securities in such safe deposit box or vault and to do with respect to any of the contents of said safe deposit box or vault;

(c) To maintain, subject to lien, mortgage, subject to deeds of trust, sell, lease, exchange or dispose of any of my real estate and/or personal property to any person or persons, for any price, and upon such terms and conditions, for cash or on credit, as such Agent may deem fit, and to execute any contracts, conveyances, or other instruments whatsoever, with full covenants of warranty;

(d) To lease, purchase, exchange and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive and possess any real or personal property whatsoever, tangible or intangible, or interest

YRS



thereon, on such terms and conditions, and under such covenants, as my said Agent shall deem proper;

(e) To borrow sums of money from time to time from any person, firm or corporation, including the borrowing of any sums from any insurance company, and to make and execute promissory notes, mortgages, pledges of insurance policies and any other transfers of security;

(f) To sign checks and otherwise withdraw funds from any bank accounts or other accounts, to endorse any checks, to deposit any checks or other sums in any bank account;

(g) To purchase any goods, merchandise, stocks, bonds or other personal property, on my account and for such prices and in such amounts as such Agent may deem proper;

(h) To settle and adjust all accounts and demands now subsisting or which may hereafter subsist between me and any person or persons as such Agent may deem proper;

(i) To pay and discharge all debts and demands due or payable or which may hereafter become due and payable by me unto any persons, firms or corporations;

(j) To redeem or cause to be redeemed any bonds, including United States Government Bonds, belonging to me;

(k) To vote at the meetings of stockholders or other meetings of any corporation, to act as my attorney or proxy in respect of any stocks, shares or other instruments now or hereafter held by me therein, and for that purpose to execute any proxies or other instruments;

(l) To commence and prosecute any suit or action which such Agent shall deem proper for the recovery, possession or enjoyment of any thing or matter which is or which may hereafter be due, payable or belonging to me; to defend any suit or action which may be brought against me or in which I may be interested as such Agent shall deem proper;

(m) To sign, make, execute and file any Federal or State income tax returns, claims for refund and to defend me against any proposed additional taxes;

(n) To make gifts, grants or other transfers without consideration, either outright or in trust, to or for the benefit of any one or more of my descendants, if any; my spouse,

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Durable Power of Attorney
For Larry R. Skipper
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if any; any beneficiary named in my Last Will and Testament; or a charitable institution, including the forgiveness of indebtedness, the creation of charitable pledges, and the completion of any charitable pledges I may have made; to make payments for the college and post-graduate tuition and medical care of any descendant of mine; and if applicable, to consent to the splitting of gifts under Internal Revenue Code section 2513 (or successor sections thereto) if my spouse makes gifts to any one or more of my descendants or to a charitable institution; and to pay any transfer taxes that may arise by reason of such gifts; provided, however, if my Agent is not my spouse then any gifts my Agent may make, either directly or indirectly, to or for my Agent's benefit shall be limited to gifts (a) that qualify for the federal gift tax annual exclusion, (b) that do not exceed in value the federal gift tax annual exclusion amount in any one calendar year, and (c) this annual right shall be noncumulative and shall lapse at the end of each calendar year. Any gifts made under the foregoing power to descendants of mine shall be made equally to all of the descendants of the same generation.

(o) To make any low-interest or interest free loans to any person to whom gifts may be made under Subparagraph (n), with such duration and security, or entirely without security, as my Agent shall deem advisable.

(p) To disclaim all or part of any transfers of property to me in a manner consistent with Section 2518 of the Internal Revenue Code, or the corresponding section of any subsequent federal tax law, and Alabama law.

(q) To request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate.

(r) To give or withhold consent to any medical procedure, test or treatment for me including choice of a physician, choice of a hospital or nursing home; to revoke, withdraw, modify or change consents to such procedures, tests or treatment; and to provide such other care, comfort, maintenance and support as my Agent may deem necessary.

(s) To employ and discharge medical personnel including such physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being, and to pay such individuals, or any of them, reasonable compensation.



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For Larry R. Skipper
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(t) To generally do and perform all matters and things, transact all business, make, execute and acknowledge all contracts, orders, deeds or other conveyances, mortgages, leases and to execute all other instruments of every kind which may be necessary or proper to effectuate all powers hereinabove specifically granted, or any other matter or thing appertaining or belonging to me, with the same full powers, and to all intents and purposes, with the same validity as I could, if personally present; and hereby ratifying and confirming whatsoever my said Agent shall and may do, by virtue hereto.

(u) To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loan associations, credit unions, or other financial institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted;

(v) To request and receive medical records, reports and billing information of any kind or nature or to direct such information be provided or delivered to a designee including but not limited to an attorney or other medical provider.

2. My Agent under this instrument is hereby designated as my Personal Representative as defined by 45 CFR 164.502, otherwise known as the Health Insurance Portability and Accountability Act of 1996, as amended, or HIPAA. This Personal Representative may view my medical records, execute releases of confidential information from medical providers and insurers or other third parties, and shall be considered my Personal Representative for health care disclosure under HIPAA. This authorization and consent to disclosure shall apply whether or not I continue to have the capacity to give informed consent, and is effective immediately. I further consent to and direct covered entities to provide my protected health information to my Personal Representative at any time upon his/her request.

3. Notwithstanding the powers given my Agent in other provisions of this document, my Agent (a) shall have no incidents of ownership in any life insurance policy in which I own an interest and which insures my Agent's life, (b) shall not hold or exercise any powers which I may have over assets my Agent has given to me or over assets held in an

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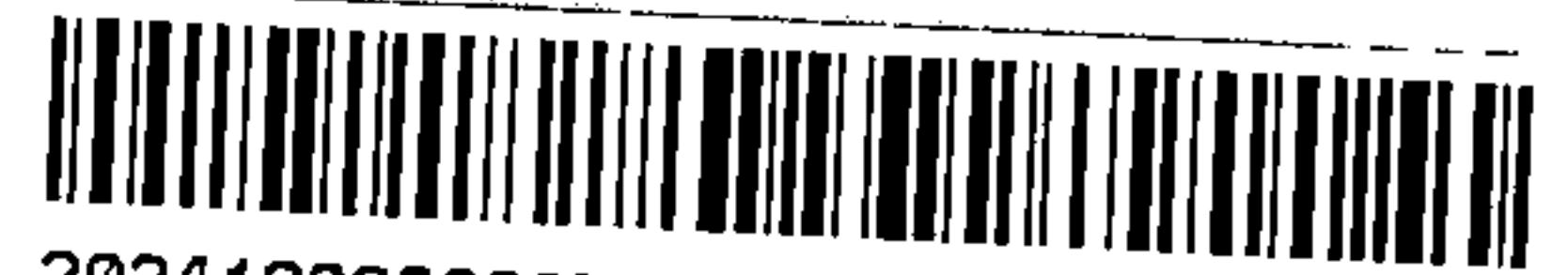
irrevocable trust of which my Agent is a grantor, (c) shall not transfer any of my assets in discharge of any of my Agent's legal obligations, (d) shall not transfer to a third person any asset of mine in which my Agent has a beneficial interest, (e) shall not hold or exercise any fiduciary powers that I now hold or may later acquire, and (f) shall not be taxed on my income or cause my assets to be subjected to a "general power of appointment" as defined in 2041 and 2514 of the Internal Revenue Code of 1986, as amended.

4. The powers herein granted to my said Agent shall be exercisable by such Agent at any time and from time to time.

5. My Agent's signature or act under the authority granted in this document may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me, my estate, my heirs, successors, assigns, and personal representatives. For the purposes of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant, and agree that: (a) No person who relies in good faith upon the authority of my Agent under this document shall incur any liability to me, my estate, my heirs, successors or assigns; (b) No person who relies in good faith upon any oral or written representation that my Agent may make as to (1) the fact that this document and my Agent's powers are then in effect, (2) the scope of my Agent's authority granted under this document, (3) my competency at the time this document is executed, (4) the fact that this document has not been revoked, or (5) the fact that I am alive and that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my Agent to exercise the authority; (c) If this document is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold any person harmless from any loss suffered or liability incurred as a result of that person acting in good faith upon the instructions of my Agent prior to the receipt by that person of actual notice of the revocation or amendment.

6. I hereby authorize my Agent to seek on my behalf and at my expense appropriate court orders, injunctions, and judgments deemed necessary if a third party refuses to comply with actions that my Agent desires to take. My Agent may seek injunctive relief, reimbursement of court costs and attorney fees, and actual and punitive damages on my behalf.

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Durable Power of Attorney
For Larry R. Skipper
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7. This instrument is to be construed and interpreted as a durable power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers hereby granted to my said Agent.

8. I nominate my named Agent to serve as conservator or guardian as appointed by the Court without bond.

9. THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY DISABILITY, INCOMPETENCY OR INCAPACITY AND MAY BE EXERCISED NOTWITHSTANDING ANY SUCH DISABILITY, INCOMPETENCY OR INCAPACITY AND NOTWITHSTANDING ANY UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.

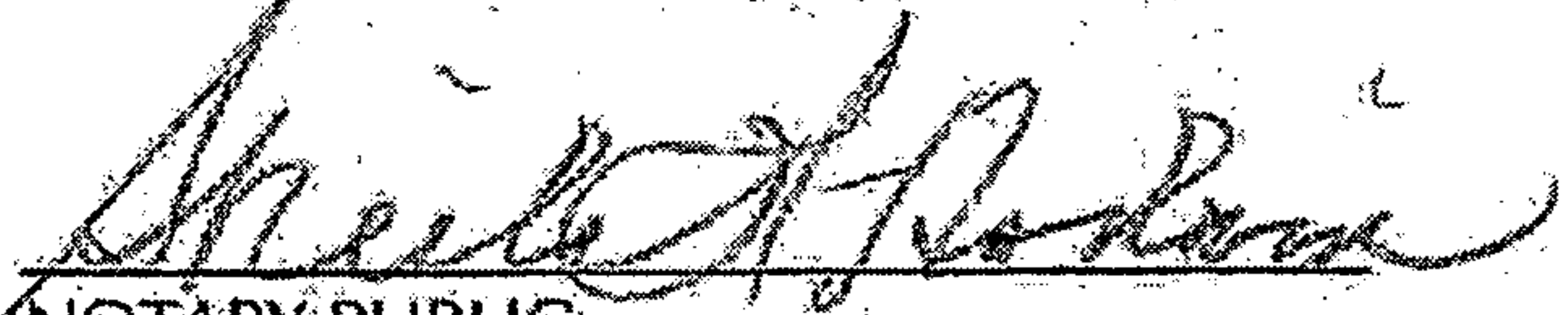
IN WITNESS WHEREOF, I, Larry R. Skipper, have signed this Durable Power of Attorney at Birmingham, Alabama on this the 11th day of November, 2015, and have directed that photographic copies of this durable power of attorney be made which shall have the same force and effect as an original.


LARRY R. SKIPPER

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Larry R. Skipper, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that being informed of the covenants of said Durable Power of Attorney he executed the same voluntarily on the day same bears date.

GIVEN under my HAND and SEAL this the 11th day of November, 2015.


NOTARY PUBLIC
My Commission Expires: 07/17/2018

U n

Real Estate Sales Validation Form

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

Grantor's Name Larry R. Skipper
Mailing Address 6137 Rod Avenue
Woodland Hills, CA 91367


Grantee's Name Shane R. Skipper and
Mailing Address Ellen "Kerry" McCarn Ostir
7348 DeSoto Avenue, Apt. 107
Canoga Park, CA 91303

Property Address 572 Highway 231
Vincent, AL 35178

Date of Sale N/A
Total Purchase Price \$

or
Actual Value \$

or
Assessor's Market Value \$ 81,850.00


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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 Shelby County Tax Assessor Appraised Value
☐ 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 11/21/2024

Print C. Burton Dunn, Agent

☐ Unattested

Talking Wolf
(verified by)

Sign

[Signature] ESQ

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1