

This Instrument prepared by:
Gregory D. Harrelson, Attorney
Harrelson Law Firm, LLC
101 Riverchase Pkwy East
Hoover, AL 35244

Send Tax Notice To:
PC Rentals, LLC
120 Bishop Circle
Pelham, AL 35124

QUITCLAIM DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of \$10.00 and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is acknowledged, Cassie Michelle Shears, a single individual (herein referred to as GRANTOR), does hereby REMISE, RELEASE, QUITCLAIM, GRANT, SELL AND CONVEY to PC Rentals, LLC, an Alabama limited liability company (herein referred to as GRANTEE) 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:

Lot 27, according to the Map and Survey of Forest Lakes Sector 1 as recorded in Map Book 28, Page 94, in the Probate Office of Shelby County, Alabama.

Subject to Easements, Restrictions and Rights of Way of Record.

NO TITLE OPINION REQUESTED OR PREPARED. The preparer of this document acted as scrivener only, no representation is made as to the total amount of acreage or the accuracy of the legal description.

TO HAVE AND TO HOLD unto the said GRANTEE forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 16 day of January, 2023.


Cassie Michelle Shears

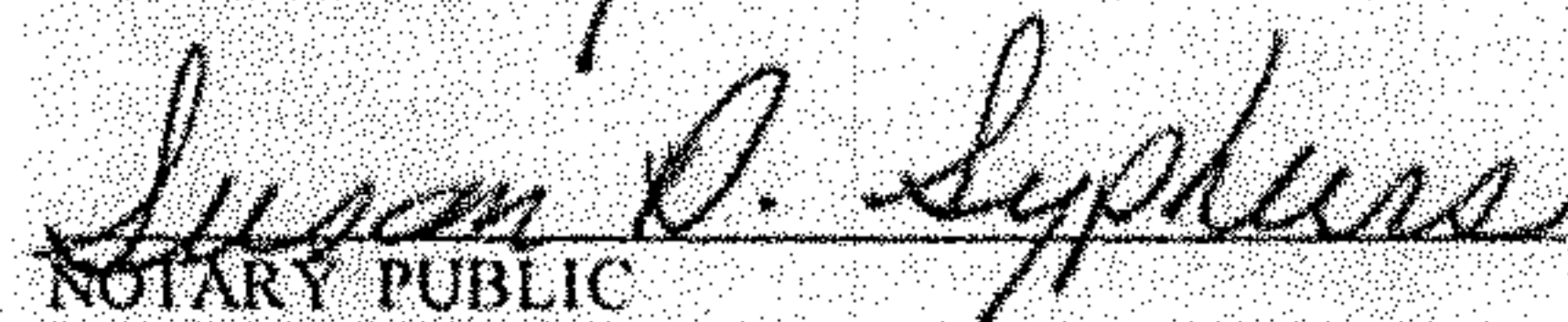
STATE OF ALABAMA)
Jefferson COUNTY)

GENERAL ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Cassie Michelle Sears, whose name is signed to the foregoing conveyance, and who is known to me, acknowledge 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 official seal this 16th day of January, 2023.

SUSAN D. SYPHURS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES:
01-18-23


NOTARY PUBLIC
My Commission expires: 01-18-23

Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Cassie Michelle Shears
 Mailing Address PO Box 360002
Hoover, AL 35236

Grantee's Name PC Rentals LLC
 Mailing Address 120 Bishop Circle
Pelham, AL 35124

Property Address 649 Forest Lakes Drive
Sterrett, AL 35147

Date of Sale 01/16/2023

Total Purchase Price \$

or

Actual Value \$

or

Assessor's Market Value \$ QC Deed per Court Order to Clear Title

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 Court Order

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 2/25/25

Print Craig Harrison

 Unattested


Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1

 ELECTRONICALLY FILED
11/1/2022 2:07 PM
01-DR-2016-900064.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

SHEARS CASSIE MICHELLE,
Plaintiff,

V.

SHEARS JEREMY DWAYNE,
Defendant.

)
)
)
)
)
)
)

Case No.: DR-2016-900064.00

ORDER VACATING PROPERTY TRANSFER AND SETTING ASIDE CLERK'S DEED

THIS CAUSE came before the Court on the *Intervenor's Motion to Set Aside Partial Judgment Under Rule 60* and the *Plaintiff's Response to Third Party Motion to Set Aside Partial Judgment Under Rule 60 and Plaintiff's Motion to Dismiss* on the **11th day of October, 2022 at 9:00 a.m.** Present were the Plaintiff, Cassie Michelle Shears, represented by her attorney, Philip Gable, and the Intervenor, PC Rentals, LLC, represented by its attorney, Edward Merrell. The Defendant, Jeremy Dwane Shears, did not appear. Following the hearing, the Court allowed both sides to file supplemental support for their respective positions as this is a critical issue.

A *Final Judgment of Divorce* was entered on the 25th day of January, 2021 by the former Judge Nakita R. Blocton. The parties appealed, and the Order was affirmed "No Opinion" by the Alabama Court of Civil Appeals. After the appeal concluded, the Plaintiff sought and was granted a Clerk's Deed on the property located at 649 Forest Lakes Drive. PC Rentals, LLC learned of the subsequent Clerk's Deed and filed a *Third Party Motion to Set Aside Partial Judgment Under Rule 60* on the 1st day of September, 2022.

After due consideration as to all factors and case law, the Court finds as follows:

Under Ala. R. Civ. P. 60(b)(4), "the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding [if] . . . the judgment is void." The standard of review used by Alabama courts on a Rule 60(b) motion allows the Court of Appeals to "affirm a trial court's judgment if it was correct for *any valid* legal reason." *Casey v. Casey*, 142 So. 3d 1174, 1180 (Ala. Civ. App. 2013) (emphasis added). In other words, "[i]f the judgment is valid, it must stand." *Id.* However, if the judgment "is void, it must be set aside." *Id.* "A judgment is void only if the court rendering it lacked jurisdiction of the subject matter or of

the parties, or if it acted in a manner inconsistent with due process.” *Id.*

Although “[i]n Alabama a transfer of marital property made to defeat a spouse’s marital right is voidable,” the analysis does not end there. *Capps v. Capps*, 699 So. 2d 183, 185 (Ala. Civ. App. 1997); *Prestwood v. Prestwood*, 523 So. 2d 1071, 1073-74 (Ala. Civ. App. 1988). Instead, Alabama courts have found that “[w]hen [an indispensable] party is not served or joined in an action and the trial court thus acquires no jurisdiction over it, the judgment is deemed ‘void’ for the purposes of Rule 60(b)(4).” *Campbell v. Taylor*, 159 So. 3d 4, 10-11 (Ala. 2014); *see also JP Morgan Chase Bank, N.A. v. Bradshaw*, 124 So. 3d 162 (Ala. Civ. App. 2013). An indispensable party is a person who has an such an interest in the controversy “that a final decree cannot be made without either affecting that interest or leaving the controversy in such a condition that its final determination may be wholly inconsistent with equity and good conscience.” *J.K.L.B. Farms, LLC v. Phillips*, 975 So. 2d 1001 n. 3 (Ala. Civ. App. 2007); *see also* Ala. R. Civ. P. 19(b).

In this case, prior to the issuance of the final order, the Defendant sold the property in question to Phillip Harden who later sold the property to PC Rentals, LLC. At the time of the divorce proceedings, Harden would have been an indispensable party because he had an ownership interest in the property, and the trial court’s judgment affected his interest by setting aside the sale and transferring ownership of the property to the Plaintiff. Accordingly, due process requires that Harden should have been joined in the action. It is undisputed that Harden was not made a party to the divorce proceeding. Thus, this Court finds the trial court’s judgment void under Rule 60(b)(4) as to the award of the property located at 649 Forest Lakes Drive to the Plaintiff.

In consideration thereof, the Court is of the Opinion the following Order is to be entered. Accordingly, it is

ORDERED, ADJUDGED and DECREED:

1. The Plaintiff shall cease and desist any and all contact with the tenants occupying PC Rental’s property on 649 Forest Lakes Drive.
2. The property located at 649 Forest Lakes Drive is hereby vested in P.C. Rentals, LLC free and clear of any claims by the Plaintiff, Cassie Michelle Shears.

3. The Clerk's Deed issued on June 17, 2022 is hereby set aside and shall be held for naught.
4. The Plaintiff's ownership of 649 Forest Lakes Drive is vacated and declared void.
5. The Plaintiff will take all necessary steps to clear the title on 649 Forest Lakes Drive at her expense, including but not limited to granting a quit claim deed releasing all of her interests to PC Rentals, LLC. *
6. All other relief requested is hereby denied.
7. The Clerk's Office is hereby directed to remove this case from the Court's active docket and shall be marked as "disposed."

DONE this 1st day of November, 2022.

/s/ ANNE L. DURWARD
CIRCUIT JUDGE



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/25/2025 01:45:35 PM
\$35.00 PAYGE
20250225000056110**

Allie S. Bayal