



20251020000321890 1/4 \$468.00
Shelby Cnty Judge of Probate, AL
10/20/2025 02:19:14 PM FILED/CERT

Send tax notices and after recording mail to:

240 El Camino Real
Chelsea, AL 35043

Prepared By:

Jacy Fisher, Esq.
Gregory Varner & Associates
Post Office Box 338
Ashland, Alabama 36251

WARRANTY DEED
with Reservation of Life Estate

STATE OF ALABAMA)
COUNTY OF SHELBY)

This **INDENTURE**, made and entered into this 8 day of OCTOBER, 2025, by and between **Frank W. Swanson**, a resident of Shelby County, Alabama (hereinafter referred to as "Grantor" or "Life Tenant"), and **Amy L. Swanson, as Trustee of The Frank Swanson Home Trust**, (hereinafter referred to as "Trustee" or "Remainderman").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to the undersigned Grantor, **FRANK W. SWANSON**, a single man, does hereby grant, bargain, sell, and convey unto the Trustee, **AMY L. SWANSON**, for the benefit of the beneficiaries of the Trust, subject to the reservations herein, all that certain real property situated in Shelby County, Alabama, more particularly described as follows:

LOT 25, ACCORDING TO THE SURVEY OF HIGH CHAPARRAL, SECTOR B, AS RECORDED IN MAP BOOK 16, PAGE 69 A, B & C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TO HAVE AND TO HOLD said property unto the Trustee and her successors in trust, subject, however, to the reservation of a life estate and upon the following terms and conditions:

1. **Reserved Life Estate.** The Grantor reserves unto himself an indefeasible life estate in and to the above-described property, with the full and exclusive right to use, occupy, possess, and enjoy, and receive all rents, profits, and benefits thereof during his natural lifetime.

2. **Trust Provisions.** Upon the termination of the Grantor's life estate at his death, the property shall be held, administered, and distributed by the Trustee in accordance with the following terms, which shall constitute **The Frank Swanson Home Trust**:

a. **Appointment of Trustee and Successors.**

- i. **Initial Trustee:** Amy L. Swanson is hereby appointed as the initial Trustee.
- ii. **Successor Trustee:** In the event Amy L. Swanson is unable or unwilling to serve or to continue serving as Trustee for any reason, Christie S. Ricks shall serve as Successor Trustee.
- iii. Any reference to "Trustee" in this instrument shall be deemed to include any duly acting successor trustee. No trustee shall be required to furnish bond.

- b. **Powers of the Trustee.** The Trustee shall have the full power and authority to do all acts necessary for the management of the trust property. These powers include, but are not limited to, the power to:
- i. Sell, convey, exchange, or otherwise dispose of the property at public or private sale, for such price and upon such terms and credit as the Trustee deems advisable;
 - ii. Make any necessary repairs, alterations, or improvements to the property;
 - iii. Pay all taxes, assessments, insurance premiums, and other expenses associated with the maintenance and administration of the property;
 - iv. Employ and compensate real estate agents, attorneys, accountants, and other professionals as deemed necessary; and
 - v. Execute all deeds, contracts, closing documents, and other instruments necessary to carry out the terms of this trust.
- c. **Distribution Upon Death of Grantor.** Upon the death of the Grantor, the Trustee shall take the following actions:
- i. **Sale of Property.** The Trustee shall sell the property in a commercially reasonable manner and timeframe, taking into account prevailing market conditions to maximize the benefit for the beneficiaries.
 - ii. **Payment of Debts and Expenses.** From the gross proceeds of the sale, the Trustee shall first pay any outstanding mortgage indebtedness secured by the property and all customary closing costs and administrative expenses.
 - iii. **Distribution of Net Proceeds.** The remaining net proceeds shall be distributed as follows:
 1. **Amy L. Swanson** One-fourth (1/4) share
 2. **Christie S. Ricks** One-fourth (1/4) share
 3. **Amanda P. Jones** One-twelfth (1/12) share
 4. **Daniel W. Peterson** One-twelfth (1/12) share
 5. **Stephen M. Rogers** One-twelfth (1/12) share
 6. **Kimberly Pope** One-fourth (1/4) share, less *Forty Thousand Dollars (\$40,000.00)*, to account for an advance previously received.
- a. **Redistribution of Reduction.** Any portion of the net proceeds not distributed to Kimberly Pope (which would have constituted her share before the reduction) shall be re-distributed among the other beneficiaries in proportion to their respective interests as listed.
- b. **Trust Administration.** The balance of Kimberly Pope's net share shall be distributed to Amy L. Swanson, as Trustee, for the benefit of Kimberly Pope, to be held, managed, and distributed at Amy's sole discretion for Kimberly's health, maintenance, support, or general welfare.
1. The Trustee shall have full discretion to retain, invest, or disburse such funds in whole or in part, and Kimberly Pope shall have no right to compel any distribution.



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2. Upon the death of Kimberly Pope, any remaining funds held in trust shall be distributed equally to Amy L. Swanson and Christie S. Ricks, or to the survivor of them.
- d. **Contingent Beneficiaries.** Should any of the foregoing beneficiaries predecease the Grantor, the share of such deceased beneficiary shall be distributed to his or her descendants who survive the Grantor, *per stirpes*. If a deceased beneficiary has no surviving descendants, their share shall lapse and be divided proportionally among the other beneficiaries who survive the Grantor.
- e. **Termination of Trust.** This trust shall terminate upon the final distribution of all Trust assets to the beneficiaries. Upon completion of such distributions, the Trustee shall have no further duties or liabilities, and the Trust shall cease to exist.

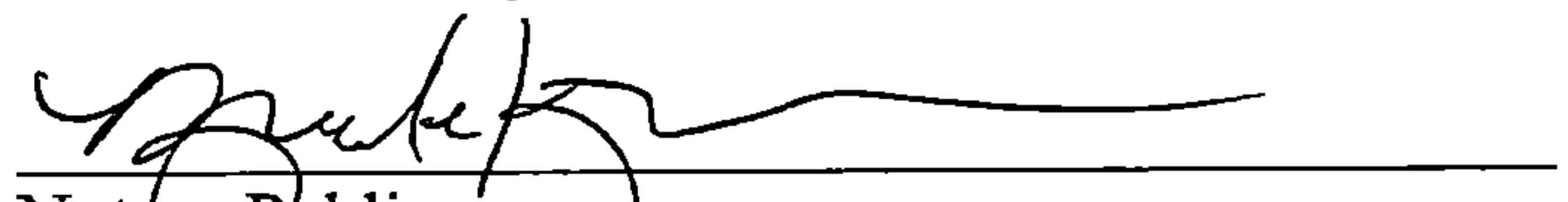
IN WITNESS WHEREOF, the Grantor and Trustee have hereunto set their hands and seals on the date set forth below.


Frank W. Swanson, Grantor

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Frank W. Swanson**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily. Given under my hand and official seal this 8 day of October, 2025.

BROOKE KUYKENDALL
Notary Public, Alabama State at Large
My Commission Expires March 31, 2027


Notary Public
My Commission Expires: 3/31/27


Amy L. Swanson, as Trustee of the Frank Swanson Home Trust

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Amy L. Swanson**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily. Given under my hand and official seal this 8 day of October, 2025.

BROOKE KUYKENDALL
Notary Public, Alabama State at Large
My Commission Expires March 31, 2027


Notary Public
My Commission Expires: 3/31/27



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Real Estate Sales Validation Form

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

Grantor's Name FRANK SWANSON
Mailing Address 240 EL CAMINO REAL
CHELSEA, AL 35043

Grantee's Name FRANK SWANSON HOME TRUST
Mailing Address 240 EL CAMINO REAL
CHELSEA, AL 35043

Property Address 240 EL CAMINO REAL
CHELSEA, AL 35043

Date of Sale _____
Total Purchase Price \$ _____

or
Actual Value \$ _____

or
Assessor's Market Value \$ 436,630

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
☐ 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.

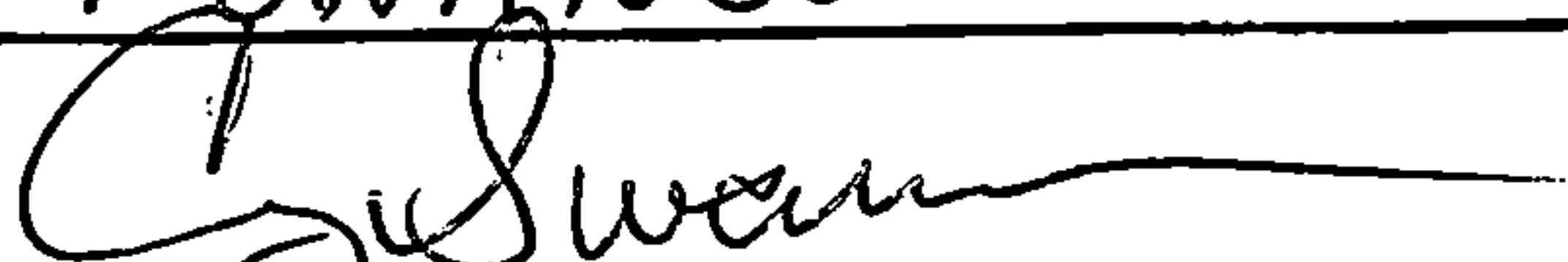
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

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 10/20/2025

Print AMY SWANSON

Sign 

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1