

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: ALABAMA LAND SERVICES, INC.

Issuing Office: 110 South Pine Street, Florence, AL 35630

Issuing Office's ALTA® Registry ID:

Loan ID Number: Commitment Number:

Issuing Office File Number: 140687D ORN

Property Address: Helton Drive, Florence, AL 35630

**Revision Number:** 

## **SCHEDULE A**

- 1. Commitment Date: November 19, 2024 at 8:00 am.
- 2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy

Proposed Insured: Any purchaser with contractual rights

Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: FEE SIMPLE

b.

Proposed Insured:

Proposed Amount of Insurance: \$

The estate or interest to be insured: Fee Simple

- 3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
- 4. The Title is, at the Commitment Date, vested in:

John P. Simpson and Misty S. Campbell, as Trustees of the Family Trust under the Last Will and Testament of A. Gary Simpson, deceased

5. The Land is described as follows:

See attached Exhibit A

Countersigned:

**CHICAGO TITLE INSURANCE COMPANY** 

By: ALABAMA LAND SERVICES, INC.

Alabama License 0188115

Orville R. Nash, Alabama License 0656639

Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B

ALTA Commitment for Title Insurance (7-1-21)

Copyright 2021 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





## SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Deed from John P. Simpson and Misty S. Campbell, as Trustees of the Family Trust under the Last Will and Testament of A. Gary Simpson, deceased to Any purchaser with contractual rights conveying the subject property set forth under Schedule A.
- 5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
- 6. Payment of all taxes, charges, assessments, levied and assessed against the Land, which are due and payable.
- 7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
- 8. The search did not disclose any open mortgages of record; therefore, the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. If you have knowledge of any outstanding obligation, please contact the Title Department immediately for further review
- 9. Payment of all taxes for the year 2024, plus any penalties and interest which may accrue.
- 10. We must be furnished a certification of trust signed by the trustee. The certification of trust must contain the following information:
  - a. That the trust exists and the date the trust instrument was executed;
  - b. The identity of the settlor;
  - c. The identity and address of the currently acting trustee;
  - d. The powers of the trustee in a pending transaction are relevant to the request;
    - e. The revocability or irrevocability of the trust and the identity of any person holding the power of revocation;
  - f. The powers of the co-trustees to sign and whether they can act alone;
  - g. The trust's taxpayer identification number; and
  - h. The name in which title to trust property may be taken.

The certification of trust must state that the trust has not been revoked, modified or amended in any manner that would cause the representations in the certification of trust to be incorrect.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B

ALTA Commitment for Title Insurance (7-1-21)





## SCHEDULE B, PART I - Requirements

(Continued)

We reserve the right to make such other and further requirements and/or exceptions as may be deemed necessary after examination of the herein required instruments.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B

**ALTA Commitment for Title Insurance (7-1-21)** 

Copyright 2021 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





## **SCHEDULE B - PART II**

#### **Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

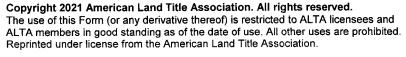
The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. All taxes for the year 2025 and subsequent years, not yet due and payable.
- Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land.
- 4. Rights or claims of parties in possession not shown by the public records.
- 5. Easements, or claims of easements not shown by the public records.
- 6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. Taxes or special assessments which are not shown as existing liens by the public records.
- 8. Such state of facts as shown on subdivision plat recorded in Plat Book 4, Page 150, Lauderdale County Records.
- 9. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
- 10. Any inaccuracy in the area, square footage, or acreage of the Land, or attached plat, if any. The Company does not insure the area, square footage, or acreage of the Land.
- 11. Any additional taxes which may be assessed due to reappraisal, a change in exemption status, loss of homestead exemption, or change in the current use classification.
- 12. Rights of way of public roads affecting the property.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B

ALTA Commitment for Title Insurance (7-1-21)







## EXHIBIT "A" LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAUDERDALE, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

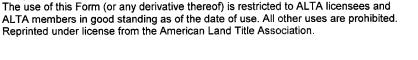
Part of Lot 1 of Florence-Lauderdale Industrial District Addition 1, according to the plat thereof recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4, Page 150, and part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 South, Range 11 West, Lauderdale County, Alabama, all being more particularly described as follows: A tract of land lying and being in the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 South, Range 11 West, Lauderdale County, Alabama, and being more particularly described as follows: Commencing at an old iron pin at the Southeast corner of said Section 23; thence South 87 degrees 54 minutes West, along the South line of said Section 23, a distance of 552.16 feet to the point of beginning; thence North 2 degrees 30 minutes West a distance of 660 feet; thence South 87 degrees 54 minutes West 660 feet to the East right of way line of Helton Drive; thence South 2 degrees 30 minutes East, along the Easterly line of Helton Drive, a distance of 648 feet to the North right of way line of Rose Drive; thence North 87 degrees 54 minutes East, along the North line of Rose Drive, a distance of 241.5 feet to the point of curvature of a curve to the right (Delta = 56 degrees 00 minutes, R = 180.0 feet); thence along the arc of said curve to the right, a distance of 40 feet, to the South line of said Section 23; thence North 87 degrees 54 minutes East, along the South line of said Section 23, a distance of 378.5 feet to the point of beginning.

LESS AND EXCEPT: A tract or parcel of land lying and being in the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 South, Range 11 West, Lauderdale County, Alabama, more particularly described as follows: To reach the point of beginning, commence at the Southeast corner of said Section 23; thence South 87 degrees 54 minutes 00 seconds West for 552.16 feet to a point, said point being the point of beginning; thence North 02 degrees 30 minutes 00 seconds West for 408.31 feet to an iron pin set with cap; thence South 87 degrees 22 minutes 06 seconds West for 659.99 feet to an iron pin set with cap on the East right-of-way line of Helton Drive; thence South 02 degrees 30 minutes 00 seconds East and along the East right-of-way line of said Helton Drive for 402.18 feet to a point on the South line of said Section 23; thence North 87 degrees 54 minutes 00 seconds East and along the South line of said Section 23 for 660.00 feet to the point of beginning and containing 6.14 acres, more or less, subject to the right-of-way for Carter Drive on the South side thereof and also subject to a 50 foot utility easement along the South side thereof.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B

ALTA Commitment for Title Insurance (7-1-21)



Copyright 2021 American Land Title Association. All rights reserved.





# ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO TITLE INSURANCE COMPANY

#### **NOTICE**

**IMPORTANT—READ CAREFULLY**: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Agency Office

CHICAGO TITLE INSURANCE COMPANY

ALABAMA LAND SERVICES, INC. 110 South Pine Street Florence, AL 35630 Telephone: 256-764-2141 Fax: 256-764-0000

TTEST: Mayoru Nemoful

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B46

ALTA Commitment for Title Insurance (7-1-21) w-VA Mod

Copyright 2021 American Land Title Association. All rights reserved.





#### **COMMITMENT CONDITIONS**

## 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements; and
  - f. Schedule B, Part II-Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B46

ALTA Commitment for Title Insurance (7-1-21) w-VA Mod

Copyright 2021 American Land Title Association. All rights reserved.





## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B46

ALTA Commitment for Title Insurance (7-1-21) w-VA Mod

Copyright 2021 American Land Title Association. All rights reserved.





## CHICAGO TITLE INSURANCE COMPANY

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. ARBITRATION – INTENTIONALLY DELETED

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B46

ALTA Commitment for Title Insurance (7-1-21) w-VA Mod

Copyright 2021 American Land Title Association. All rights reserved.



## **OWNER**

SIMPSON, JOHN P ETAL MISTY S CAMPBELL FAMILY TRUST

2005 HELTON DR

FLORENCE, AL 35630

**VALUE** 

**Appraised:** 56,200.00

**Assessed:** 11,240.00

**INFO** 

Parcel Number: 15-06-23-0-001-026.001

**PPIN: 056956** 

Account Number: 00102492

Physical Address: 0 HELTON DR

Deed Book/Page: 2022 / 23750

Utilities - Gas: Unknown

**Utilities - Water:** Unknown

Utilities - Sewer: Unknown

Amenities: Unknown

District: Florence

**Exempt Type: NONE** 

**Acres:** 3.78

**Tax Due:** \$550.76

**Deed Date:** 4/25/2022

Road Access: Unknown

Topography: Unknown

Nuisances: Unknown

Historical: R0056956

TaxYear: 2024

Section/Township/Range: 23 / 2 / 11

## Legal Description:

250'S X 660' IN SE/4 OF SE/4 SEC 23 T2S R11W COM @ SE COR SEC 23 W 552.16' N 408.31' TO

POB W 659.99' N 250'S E 660' S 250'S TO POB 3.788 AC/C

RLPY, 2022 23750
Recorded In Above Book and Page
04/28/2022 01:12:38 PM
Will Motlow
Probate Judge
Lauderdale County, AL

No Tax Collected Recordins Fee TOTAL

1.00 25.00 26.00

THIS INSTRUMENT WAS PREPARED BY: Randy K. Thigpen, Esq. THIGPEN, THIGPEN, ENGELTHALER & SCOTT 420 West Dr. Hicks Boulevard Florence, Alabama 35630 (256) 764-9997

No title examination was requested and none was given. Legal Description was furnished by the Grantors.

STATE OF ALABAMA

COUNTY OF LAUDERDALE

## PERSONAL REPRESENTATIVE'S DEED

KNOW ALL MEN BY THESE PRESENTS, that by the Letters Testamentary granted to John P. Simpson and Misty S. Campbell and dated the 11<sup>th</sup> day of September, 2019, rendered by the Probate Court of Colbert County, Alabama, in the Estate of A. Gary Simpson, deceased, Case No.: P19-0209 and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, to the undersigned Grantors, in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

**JOHN P. SIMPSON** and **MISTY S. CAMPBELL**, ' as Personal Representatives of the Estate of A. Gary Simpson,

(herein referred to as GRANTORS) do grant, bargain, sell and convey unto

JOHN P. SIMPSON and MISTY S. CAMPBELL, and their successors, as Trustees of the FAMILY TRUST under the Last Will and Testament of A. Gary Simpson, deceased,

(herein referred to as GRANTEES), all of their right, title, and interest in the following described real estate, situated in Lauderdale County, Alabama, to-wit:

LOTS 21 & 22 BLOCK 507, CITY OF FLORENCE, ALABAMA, as recorded in the Office of the Judge or Probate, Lauderdale County, Alabama in Plat Book 1, Page 114.

Property Address:

Florence Blvd, Florence, AL 35630

Parcel Number:

24-01-11-1-003-039.000

**Prior Deed Reference:** 

FICHE 0099-280, FRAME 30

AND

Lot 20, in Block 507, according to the Plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 1, Page 114.

**Property Address:** 

Florence Blvd, Florence, AL 35630

Parcel Number:

24-01-11-1-003-040.000

**Prior Deed Reference:** 

FICHE 2000-134, FRAME 59

45.7

## **AND**

Lots 26 and 27, Block 507, City of Florence, Alabama, according to the plat thereof recorded in the office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 1 page 114.

**Property Address:** 

Georgia Avenue, Florence, AL 35630

Parcel Number:

24-01-11-1-003-037.000

**Prior Deed Reference:** 

**FICHE 0099-256, FRAME 40** 

## **AND**

Lot 25, Block 507, The City of Florence, a subdivision according to a map or plat thereof which is on file of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 1, Page 114, reference to which is hereby made in aid of and as a part of this description.

**Property Address:** 

Georgia Avenue, Florence, AL 35630

Parcel Number:

24-01-11-1-003-037.001 RLPY 2001, Page 43279

Prior Deed Reference:

## AND

Part of the Northeast ¼ of the Northwest ¼; of Section 26, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows: Commencing at the Northeast corner of the Northwest ¼ of Section 26; thence South 0 degrees 45 minutes West 940.16 feet to the point of beginning; thence South 0 degrees 45 minutes West 158.20 feet to a point on the North right-of-way line of Lee Highway; thence South 66 degrees 40 minutes West 200 feet along the North right-of-way of Lee Highway to a point; thence North 0 degrees 45 minutes East 235.24 feet to a point; thence North 89 degrees 19 minutes East 182.65 feet to the point of beginning, containing 0.82 acres, more or less.

LESS AND EXCEPT therefrom that portion of the above-described tract or parcel of land as described in that certain Lis Pendens as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 2002, page 22095, et seq.

**Property Address:** 

Hwy. 72, Florence, AL 35630

Parcel Number: Prior Deed Reference: 16-07-26-0-001-004.002 RLPY 2006, Page 6940

**AND** 

Lot 14 and 12 feet evenly off the Westwardly side of Lot 15 in Block 507 in the City of Florence, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 1, Page 114.

**Property Address:** 

Highland Avenue, Florence, AL 35630

Parcel Number:

24-01-11-1-003-041.000 and 24-01-11-1-003-

042.001

Prior Deed Reference:

**FICHE 0099-450, FRAME 66** 

AND

A tract of land lying and being in the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 2 South, Range 11 West, Lauderdale County, Alabama, and being more particularly described as follows: Commencing at an old iron pin at the Southeast corner of said Section 23; thence South 87 degrees 54 minutes West, along the South line of said Section 23, a distance of 552.16 feet to the point of beginning; thence North 2 degrees 30 minutes West a distance of 660 feet; thence South 87 degrees 54 minutes West 660 feet to the East right of way line of Helton Drive; thence South 2 degrees 30 minutes East, along the Easterly line of Helton Drive, a distance of 648 feet to the North right of way line of Rose Drive; thence North 87 degrees 54 minutes East, along the North line of Rose Drive, a distance of 241.5 feet to the point of curvature of a curve to the right (Delta = 66 degrees 00 minutes, R = 180.0 feet); thence along the arc of said curve to the right, a distance of 40 feet, to the South line of said EXCEPT TRACT SOLD Section 23; thence North 87 degrees 54 minutes East, along the South line of said Section 23, a distance of 378.5 feet to the point of beginning.

**Property Address:** 

Helton Drive, Florence, AL 35630

Parcel Number: Prior Deed Reference: 15-06-23-0-001-026.001 RLPY 2001, Page 43279

**AND** 

Part of Lot 384 in Florence, Alabama, according to the Cypress Land Company's survey and more particularly described at commencing on the South line of Tuscaloosa Street at the Northeast corner of the lot of land conveyed by Jane L. Patton to George Moore on May 30, 1887, the deed to which is recorded in the office of the Judge of Lauderdale County, Alabama, in Deed Book 29, Page 103; thence running Westwardly along the Southerly line of Tuscaloosa Street 50 feet; thence at right angles Southwardly 125 feet; thence at right angles Eastwardly 50 feet; thence at right angles Northwardly 125 feet to the Point of beginning.

**Property Address:** 

810 Tuscaloosa Street, Florence, AL 35630

Parcel Number:

24-01-11-3-001-018.000

**Prior Deed Reference:** 

**FICHE 0099-410, FRAME 01** 

Together with appurtenances thereunto belonging.

This conveyance is subject to any and all restrictive covenants, easements, setback lines and/or zoning ordinances which may be applicable to the above-described property.

TO HAVE AND TO HOLD said property unto the said Grantees, their heirs and assigns in fee simple forever.

AND THE GRANTORS, as the said Personal Representatives could or ought to convey the same under and by virtue of the power and authority vested in them in said last will and testament makes no warranty or covenant respecting the nature of the quality of the title to the Property hereby conveyed other than that Grantors has not permitted or suffered any lien, encumbrance or adverse claim to the Property described herein since the date of acquisition thereof by Grantors.

|   | OF, we have hereunto set my hand and seal this the day of   |
|---|---|
| April, 2022.  | July & Am   |
|   | John P. Simpson,  |
|   | as Co-Personal Representative of the  |
|   | Estate of A. Gary Simpson   |
| STATE OF ALABAMA  | )   |
| COUNTY OF LAUDERDAIL  | _ )   |
| certify that John P. Simpson, as of Simpson, whose name is signed to acknowledged before me on this contract.   | co-Personal Representative of the Estate of A. Gary of the forgoing conveyance, and who is known to me day, that, being informed of the contents of the conveyance, he, all authority, executed the same for and as the act of the Estate e same bears date.  |
| Given under my hand and   | official seal, this the 25 day of April   |
|   | Jennier Etitelle DOTARI<br>NOTARY PUBLIC ALLE ET SURVE  |
|   | MOZADV DUDI IC  |
|   | My Commission Expires: 4/1/2025 POUBLIC AND STATE ATTENTION   |
| , IN WITNESS WHEREO   | OF, we have hereunto set my hand and seal this the 25 <sup>th</sup> day of  |
| April , 2022.   |   |
| •   | Mony S. Camporcy  |
|   | Misty S. Campbell,  |
|   | as Co-Personal Representative of the Estate of A. Gary Simpson  |
| STATE OF ALABAMA  | )   |
| county of <u>Lauderdale</u>   | <u>'</u> )  |
| certify that Misty S. Campbell, a Simpson, whose name is signed to acknowledged before me on this contraction.  |   |
| Given under my hand and   | official seal, this the 25h day of April , 2022 MARKER EXPLANATION OTAR   |
|   | NOTARY PUBLIC  My Commission Expires: 4/1/2025  STATE PARTY PUBLIC  |
| Tax Appraised Value: \$18,400.00 for Tax Appraised Value: \$7,000.00 for Tax Appraised Value: \$40,100.00 for Tax Appraised Value: \$22,400.00 for Tax Appraised Value: \$47,200.00 for Tax Appraised Value: \$5,200.00 for Tax Appraised Value: \$5,200.00 for | r Parcel Number: 24-01-11-1-003-039.000 r Parcel Number: 24-01-11-1-003-040.000 Parcel Number: 24-01-11-1-003-037.000 r Parcel Number: 16-07-26-0-001-004.002 r Parcel Number: 24-01-11-1-003-041.000 and 042.001 r Parcel Number: 15-06-23-0-001-026.001 Parcel Number: 24-01-11-3-001-018.000 Parcel Number: 24-01-11-1-003-037.001 |
|   |   |