

Inst # 1996-25620

08/08/1996-25620

LAST WILL  
OF  
JAMES MONROE LITTLE

I, JAMES MONROE LITTLE, a resident of Imperial County, California, declare this to be my Last Will and revoke all former Wills.

ARTICLE I - HEIRS

I declare that I am a widower and that I have four children, now living, namely, CHARLOTTE LOUISE HAMMOND, JOHN RUDOLPH LITTLE, VIRGINIA BLOUNT WATTS, and JAMES FELTON LITTLE. I have one deceased child and there are no issue of any deceased child of mine.

ARTICLE II - DISPOSITION OF ESTATE

I give, devise and bequeath all of my estate, real personal and mixed, wherever situated, IN TRUST, NEVERTHELESS, to JAMES FELTON LITTLE and JOHN RUDOLPH LITTLE, to be held, managed and administered as hereinafter provided.

I specifically direct that my residence which is occupied by my daughter, CHARLOTTE LOUISE HAMMOND, and her family, shall be retained in the trust estate and that she shall be entitled to occupy it free of rent at such times as she may desire, subject, however, to any lease thereon entered into by the Trustees upon indication of her intention to vacate said premises. The use of said residence shall not affect the share of income otherwise distributable to my said daughter under other provisions of this Will.

A. DISTRIBUTION OF INCOME AND PRINCIPAL

1. Until the death of the last survivor of my children living at my death, the net income of the trust estate shall be distributed in annual or other convenient installments and in equal shares to my children from time to time living, excluding each child theretofore deceased leaving no issue him or her surviving, but including by

ROBERTS.  
CAMPBELL  
AND EWING  
D. B. ROBERTS  
D. M. CAMPBELL  
W. J. EWING  
EL CENTRO,  
CALIFORNIA

1 right of representation the then lawful issue from time to time  
2 living of any deceased child of mine.

3 2. Upon the death of the last survivor of my children  
4 living at my death, this trust shall terminate and the entire trust  
5 estate shall be distributed in equal shares upon the principle of  
6 representation to the then living lawful issue of each deceased  
7 child of mine.

8 3. Any portion of the income or principle of the trust  
9 estate which is not disposed of under the foregoing provisions shall  
10 be distributed to my heirs at law, their identity and respective  
11 shares to be ascertained as though my death had occurred immediately  
12 prior to the event requiring distribution, and in accordance with  
13 the laws of the State of California then in effect and relating to  
14 the succession of separate property.

15 B. SUCCESSOR TRUSTEE

16 In the event that either of the Trustees named herein is  
17 unable or unwilling to act as such Trustee, then I direct that the  
18 other of said named Trustees shall become the sole Trustee.

19  
20 C. COMPENSATION AND BOND OF TRUSTEES

21 Any person who shall serve as Trustee hereunder shall be  
22 entitled to a reasonable compensation from the trust estate for ser-  
23 vices rendered as such Trustee, provided that, if there is more than  
24 one Trustee the compensation herein provided shall not exceed the  
25 amount which would be paid to a single Trustee, and said compensation  
26 shall be allocated among the Trustees in proportion to the amount of  
27 services rendered by each. No Trustee, or Successor Trustee named  
28 herein shall be required to give bond of any kind.

29 D. POWERS OF THE TRUSTEES

30 To carry out the purposes of this trust and subject to any  
31 limitation stated elsewhere in this Will, the Trustees are vested with  
32 the following powers, in addition to those now or hereafter conferred

1 by law, affecting the trust and trust estate.

2 1. To hold any property and to operate at the risk of the  
3 trust estate and not at the risk of the Trustees, any property or  
4 business received in the said trust estate as long as they may deem  
5 advisable, the profits and losses therefrom to inure or be chargeable  
6 to the trust estate and not to the Trustees; to incorporate any  
7 unincorporated business received from my estate; to enter into any  
8 agreements with surviving partners, including the formation of a co-  
9 partnership, or corporation, in order to carry on the business of any  
10 partnership in which I may have an interest at the time of my death!

11 2. To manage, control, sell, convey, exchange, partition,  
12 divide, subdivide, improve, repair, to grant options, and to sell upon  
13 deferred payments; to lease for terms within or extending beyond the  
14 duration of the trust for any purpose, including exploration for the  
15 removal of gas, oil and other minerals; to enter into oil leases; to  
16 create restrictions, easements and other servitudes; to compromise,  
17 arbitrate or otherwise adjust claims in favor of or against the trust;  
18 to institute, compromise and defend actions and proceedings.

19 3. The Trustees shall have the power to apply for, own,  
20 receive as a part of the trust assets, hold and/or pay premiums upon  
21 life insurance in any form and upon the life of any person or persons,  
22 as the Trustees may deem advisable. The said Trustees are authorized  
23 to exercise all rights under said policies and no Company issuing the  
24 same shall be required to determine the extent of the authority of the  
25 Trustees. Any premiums paid by the Trustees on any life insurance  
26 policies held as assets of the trust shall be charged either to prin-  
27 cipal or to income at the sole discretion of the Trustees.

28 4. To invest and reinvest the principal and income, if  
29 accumulated, and to purchase or acquire therewith every kind of proper-  
30 ty, real, personal or mixed, and every kind of investment, specifically  
31 including, but not by way of limitation, corporate obligations of every  
32 kind, and stocks, preferred or common.



1           5. To advance funds to the trust for any trust purpose,  
2 such advances with interest at current rates to be a first lien and  
3 to be repaid out of principal or income; to reimburse themselves from  
4 principal or income for any loss or expense incurred by reason of the  
5 ownership or holding of any property in the said trust.

6           6. To borrow money for any trust purpose upon such terms  
7 and conditions as the Trustees may deem proper, and to obligate the  
8 trust estate for repayment; to encumber the trust estate or any of its  
9 property by mortgage, deed of trust, pledge or otherwise, using such  
10 procedure to consummate the transaction as the Trustees may deem  
11 advisable.

12           7. To have respecting securities all the rights, powers  
13 and privileges of an owner, including the power to pay assessments and  
14 other sums deemed by the Trustees necessary for the protection of the  
15 trust estate; to hold securities or other property in their own names  
16 or in the name of their nominee without disclosing any fiduciary  
17 relationship; to participate in voting trusts, pooling agreements,  
18 foreclosures, reorganizations, consolidations, mergers and in con-  
19 nection therewith to deposit securities with and transfer title to any  
20 protective or other committee under such terms as the Trustees may  
21 deem advisable; to exercise or sell stock subscription or conversion  
22 rights; to accept and retain as an investment any securities or other  
23 property received through exercise of any of the foregoing powers,  
24 regardless of any limitations elsewhere in this instrument, relative  
25 to investments by the Trustees.

26           8. Upon any division or partial or final distribution of  
27 the trust estate, to partition, allot and distribute the said trust  
28 estate in undivided interests or in kind, or partly in money and partly  
29 in kind, at valuations determined by the Trustees, and to sell such  
30 property as the Trustees may deem necessary to make division or dis-  
31 tribution.

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1           9. To budget the estimated annual income and expenses of  
2 the trust in such manner as to equalize, as far as practicable,  
3 periodical income payments to beneficiaries.

4           10. To determine what is principal or income of the trust  
5 estate and apportion and allocate in their discretion receipts and  
6 expenses as between these accounts, including but without limiting  
7 the general application of the foregoing, the power to charge in  
8 whole or in part against principal, or to amortize out of or charge  
9 forthwith to income, as and to the extent from time to time determined  
10 by the Trustees, premiums paid on purchase of bonds or other obliga-  
11 tions for the payment of money. With the foregoing exceptions, and  
12 except insofar as the Trustees shall exercise the above discretions,  
13 matters relating to the rights of beneficiaries among themselves as  
14 to principal and income shall be governed by the provisions of the  
15 Principal and Income Act from time to time existing.

16           11. Unless specifically limited, all discretions conferred  
17 upon the Trustees shall be absolute, and their exercise conclusive on  
18 all persons interested in the trust. The enumeration of certain  
19 powers of the Trustees shall not limit their general powers, the Trust-  
20 ees, subject always to the discharge of their fiduciary obligations,  
21 being vested with and having all the rights, powers and privileges  
22 which an absolute owner of the same property would have.

23  
24 E. GENERAL PROVISIONS

25           1. Income accrued or unpaid on trust property when received  
26 into a trust shall be treated as any other income. Income accrued or  
27 held undistributed by the Trustees at the termination of any interest  
28 or estate under the trust shall go to the beneficiaries entitled to  
29 the next eventual interest in the proportion in which they take such  
30 interest. Periodic payments out of principal not due upon the termin-  
31 ation of any interest or estate shall not be apportioned to that date.  
32 The Trustees shall not be required to prorate taxes and other expenses

1 to date of termination.

2           2. Until the Trustees have received written notice of any  
3 birth, marriage or other event upon which the right to payments from  
4 this trust may depend, the Trustees shall incur no liability to per-  
5 sons whose interest may have been affected by that event for disburse-  
6 ments made in good faith.

7           3. The Trustees may make payments to any beneficiary under  
8 a legal, mental, or physical disability by making them to the guardian  
9 of the person of the beneficiary, by making them to the parent of the  
10 beneficiary, or by applying them for the beneficiary's benefit. The  
11 Trustees may also make payments directly to the beneficiary if, in the  
12 judgment of the Trustees, the beneficiary has attained sufficient age  
13 and discretion and is sufficiently competent to render it probable that  
14 the moneys will be properly expended.

15           4. The Trustees shall pay out of principal or income as  
16 they may elect, or partially out of each in such shares as they may  
17 determine, property taxes, assessments, charges, attorneys' fees,  
18 Trustees' compensation, and other expenses incurred in the administra-  
19 tion or protection of the trust estate. The discretion of the Trustees  
20 to pay such items from income or principal, or partially from each,  
21 may be exercised not only in the interest of the trust estate but  
22 for the benefit of any beneficiary. The income remaining after such  
23 expenditures as the Trustees shall elect to pay therefrom shall con-  
24 stitute net income.

25           5. The interest of any beneficiary in the trust estate,  
26 either as to principal or income, shall not be anticipated, alienated,  
27 or in any other manner assigned or transferred by such beneficiary, and  
28 shall not be subject to any legal process, bankruptcy proceedings, or  
29 interference or control of any creditor of such beneficiary.

30           6. The terms "child", "children" or "issue" as used in  
31 this Will shall include legally adopted children. The term "issue"  
32 shall include my lineal descendants to the remotest degree.



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1 against persons not deriving benefits under this Will or any Codicil  
2 to it.

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4 ARTICLE V - INTEREST ON LEGACIES

5 No interest shall be paid on any legacy given under this  
6 Will, or any Codicil to it.

7  
8 ARTICLE VI - SEVERABILITY

9 If any provision of this Will is unenforceable, the remain-  
10 ing provisions shall nevertheless be carried into effect.

11  
12 ARTICLE VII - EXECUTORS

13 I appoint as Executors of this Will, my sons, JAMES FELTON  
14 LITTLE and JOHN RUDOLPH LITTLE, In the event that either of said  
15 persons is unable or unwilling to act as such Executor, then I  
16 appoint the other of said persons as sole Executor of this Will. No  
17 Executor appointed herein shall be required to furnish bond of any  
18 kind.

19 I authorize my Executor, or Executors, to sell, lease,  
20 mortgage, or encumber by deed of trust, the whole or any part of my  
21 estate at either public or private sale, with or without notice, but  
22 subject to such confirmation as may be provided by law and to hold,  
23 manage and operate any property or business belonging to my estate at  
24 the risk of my estate and not at the risk of my Executor, or Executors,  
25 the profits and losses therefrom to inure or be chargeable to my estate  
26 as a whole.

27 I specifically direct my Executor, or Executors, to continue  
28 any partnership in which I am a partner with my son, JAMES FELTON  
29 LITTLE at the time of my death, and on the same profit and loss basis  
30 under which said partnership is then being operated.



1 IN WITNESS WHEREOF, I have hereunto set my hand this 5th  
2 day of January, 1954.

3  
4 s/ JAMES MONROE LITTLE  
5 James Monroe Little

6  
7 The foregoing instrument, consisting of nine (9) pages,  
8 including this page, was on the date thereof, by the said JAMES MONROE  
9 LITTLE, Testator, subscribed, published and declared to be his LAST  
10 WILL, in the presence of us, who at his request and in his presence,  
11 and in the presence of each other, have signed the same as witnesses  
12 thereto.

13  
14 s/ Elizabeth Harris Residing at 203 E. 7th St.

15  
16 Holtville, Calif.

17  
18 Truette Wayne Frank s/ Residing at 673 Holt St.

19 s/ H. E. Hoke El Centro, California

20  
21 Residing at 530 Arteria

22 Holtville, California

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01:50 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 MCD 28.50