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Shelby Cnty Judge of Probate, AL
05/31/2016 11:09:50 AM FILED/CERT

IN THE MATTER OF

THE ESTATE OF:

JOHN M. FREW, JR., AKA
JOHN MACDONALD FREW
DECEASED

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)
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)
)
)

IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA

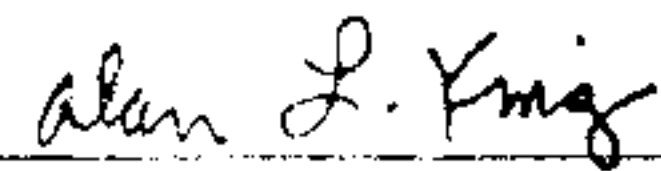
CASE NUMBER 204380

ORDER GRANTING LETTERS TESTAMENTARY
DE BONIS NON WITHOUT BOND

Now on this day comes Sharon Frew Doggett and files in this Court her petition in writing, under oath, praying that Letters Testamentary De Bonis Non upon the Will of John M. Frew, Jr., aka John MacDonald Frew, deceased, be issued to her.

It is therefore **ORDERED** and **DECREED** by the Court that Letters Testamentary De Bonis Non upon said will be granted to Sharon Frew Doggett, and that said letters issue without bond or security being required, in accordance with the terms of said will. It is further **ORDERED** that the petition in this behalf be recorded.

DONE this date, October 2, 2015.



Judge of Probate

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LETTERS TESTAMENTARY

IN THE MATTER OF THE ESTATE OF:

IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA

JOHN M. FREW, JR. AKA
JOHN MACDONALD FREW,
Deceased

CASE NO. 00-204380

LETTERS TESTAMENTARY
DE BONIS NON

The Will of the above-named deceased having been duly admitted to record in said county, Letters Testamentary are hereby granted to SHARON FREW DOUGGETT, the Personal Representative named in said will, who has complied with the requisitions of the law and is authorized to administer the estate. Subject to the priorities stated in §43-8-70, Code of Alabama (1975, as amended), the said Personal Representative, acting prudently for the benefit of interested persons, has all the powers authorized in transactions under §43-2-843, Code of Alabama (1975, as amended).

WITNESS my hand this date, 2nd day of October, 2015.

Alan L. King

Judge of Probate

I, S.J. Rhodes, Chief Clerk of Probate Court of Jefferson County, Alabama, hereby certify that the foregoing is a true, correct and full copy of the **Letters Testamentary** issued in the above styled cause as appears of record in said Court. I further certify that said Letters are still in full force and effect.

WITNESS my hand and seal of said Court this date, 2nd day of October, 2015.

Chief Clerk

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Shelby Cnty Judge of Probate, AL
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IN THE MATTER OF THE)
ESTATE OF)
JOHN M. FREW, JR., Deceased.)
Also known as JOHN MacDONALD)
FREW.)
PROBATE COURT
OF JEFFERSON COUNTY, ALABAMA
CASE NOS. 204380 [REDACTED]

PETITION FOR LETTERS TESTAMENTARY DE BONIS NON

Comes now your Petitioner, SHARON FREW DOGGETT ("Petitioner"), and respectfully shows the Court the following facts:

1. JOHN M. FREW, JR. (the "Decedent"), died testate in Birmingham, Alabama, on or about April 1, 2009, and at the time of such death was an inhabitant of Jefferson County, Alabama.
2. Following resolution of a will contest that was filed in this Court and transferred to the Circuit Court of Jefferson County, Alabama, at CV-2009-3396 (the "Will Contest"), the Decedent's Last Will and Testament dated March 31, 2009 (the "Will"), was admitted to probate and record in this Court on August 19, 2010, and Letters Testamentary for the Decedent's Estate were granted to Petitioner on even date.
3. Petitioner subsequently filed a Petition for Consent Settlement in this Court, and a Decree on Final Settlement was entered on December 20, 2011, discharging Petitioner from any further liability Co-Personal Representative of the Decedent's Estate.
4. Since the entry of the Decree on Final Settlement, Petitioner has determined that certain assets of the Decedent's Estate were not distributed from the Estate and transferred pursuant to that certain Mediation Settlement Agreement dated June 29, 2010 (a copy of which is attached hereto and incorporated herein by reference as Exhibit A) (the "Settlement

Agreement"). Such assets now require the appointment of a personal representative for the proper disposition thereof.

5. Specifically, two (2) certain mortgages and promissory notes encumbering residential real property located in Shelby County, Alabama, and that were owed to the Decedent at his death, were referred to in Paragraph 2 of the Settlement Agreement as the "Chanda notes" (collectively, the "Chanda Notes"). The Chanda Notes were to be assigned by the Estate to the Decedent's surviving spouse, TERRY R. FREW ("Terry"), in connection with the settlement of her claims in the Will Contest. However, due to clerical error and/or inadvertence, the assignments of the Chanda Notes from the Estate were never properly executed and delivered to Terry.

6. Notwithstanding the foregoing, during implementation of the terms of the Settlement Agreement on or about 2010, Terry and her counsel advised Petitioner that the Chanda Notes were to be assigned by the Decedent's Estate not directly to Terry but to the Terry Rone Frew Management Trust created under Agreement dated December 13, 2010 (the "Terry Frew Trust").

7. Petitioner is advised that Terry died in Texas on or about March 1, 2015, and that Terry's only heir-at-law and next-of-kin at her death was her adult daughter, GILDA BAYEGON ("Gilda"). An estate administration proceeding was opened on April 21, 2015, in Probate Court No. 4, Harris County, Texas, at Case Number 438,587 ("Terry's Estate"). Gilda was issued Letters Testamentary as the Independent Executrix (Personal Representative) for Terry's Estate.

8. Accordingly, Petitioner requests that she be issued Letters Testamentary *de Bonis Non* for the Decedent's Estate pursuant to Ala. Code § 43-2-274 in order to transfer the Chanda Notes to the Terry Frew Trust and/or to Gilda, as the Independent Executrix or Personal Representative of Terry's Estate and/or as the sole remainder beneficiary of the Terry Frew Trust.

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9. Petitioner is above the age of 19 years, and is in no respect **disqualified** under the law as serving as Personal Representative of the Estate.

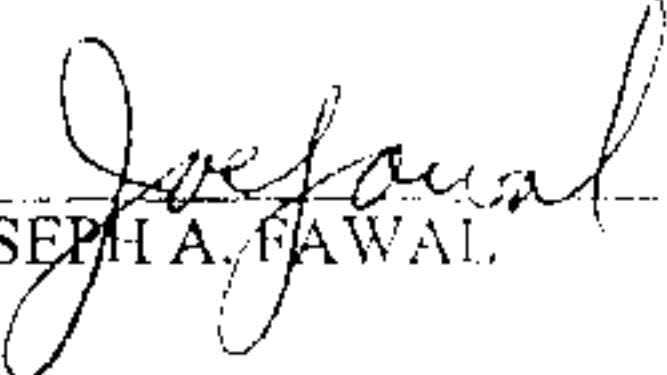
10. The Will exempts the Personal Representative of the Decedent's Estate from bond and inventory.

WHEREFORE, PREMISES CONSIDERED, your Petitioner, believing that the Estate should be immediately reopened and administered to the end that said assets may be collected and preserved for those who appear to have a legal right or interest therein, your Petitioner prays that your Honor grant Letters Testamentary *de Bonis Non* to your Petitioner, without bond. Petitioner invokes the equity jurisdiction of this Court.

Respectfully submitted,



SHARON FREW DOGGETT
1225 Greystone Park Drive
Birmingham, AL 35242

Attorney for Petitioner:


JOSEPH A. FAWAL

OF COUNSEL:

FAWAL & SPINA
1330 21st Way South, Suite 200
Birmingham, AL 35205
Tel.: (205) 939-1330
Fax: (205) 933-0101

FILED IN OFFICE THIS 2nd DAY OF
October, 20 15. PRAYER
GRANTED AND PETITION ORDERED RECORDED

JUDGE OF PROBATE

IN THE PROBATE COURT OF JEFFERSON COUNTY, ALABAMA

IN THE MATTER OF:)
) **CASE NO(S). 204380 and 204382**
JOHN M. FREW, JR., Deceased.)

CONFIDENTIAL MEDIATION SETTLEMENT AGREEMENT

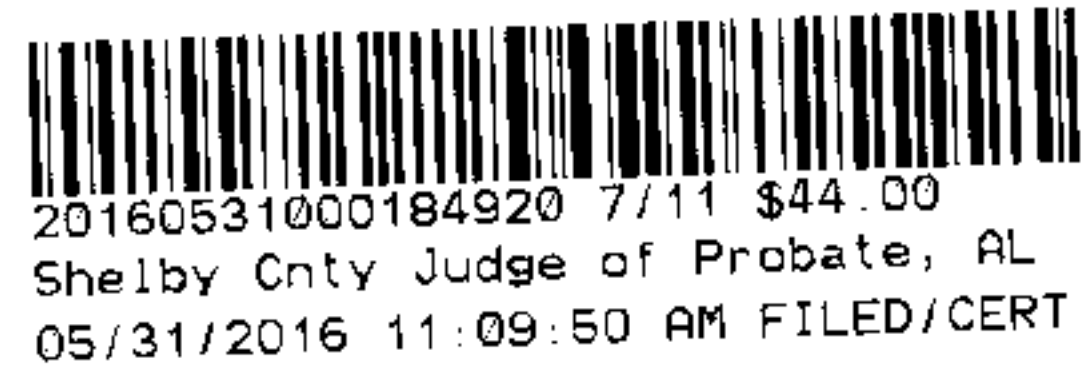
1. The Estate of John M. Frew, Jr. ("the Estate"), shall transfer via statutory warranty deed (or the Texas equivalent thereof) the Houston house and lot (24 Lana Lane) to Petitioner Terry Frew (or her assigns) and Petitioner Terry Frew (or her assigns), shall purchase said Houston house "as-is" for \$475,000; closing as soon as reasonably practicable subject to lease rights of current occupants, no less than ten (10) days after Letters of Testamentary issued pursuant to the 2009 will, with Estate to pay pro rata ad valorem taxes, and Estate to pay to purchaser all rents for July 2010 and thereafter related to the Houston house.

2. The Estate shall promptly transfer its entire interest in the Chanda notes from the Estate to Petitioner Terry Frew. All monies on deposit in the Estate account shall be and remain the property of the Estate.

3. All personal effects listed on Exhibit A shall promptly be transferred by Petitioner Terry Frew to the Estate of John M. Frew, Jr; provided however, Petitioner makes no warranties with respect thereto.

4. The items listed in the aforementioned paragraphs shall be in exchange for a full, final, and complete settlement and release of all claims among and between Petitioner and the Estate, and their respective agents, employees, insurers, attorneys, heirs, successors and assigns, including but not limited to a covenant that the undersigned daughters of John Frew shall never make any





claim against Terry Frew's estate if and when admitted to probate or against any entity established by Terry Frew, and specifically waive the right to contest the validity of any estate planning instrument of Terry Frew's and/or any disposition made by Terry Frew of her assets during her lifetime.

5. The parties agree to treat this mediation settlement agreement as confidential.

6. Petitioner and Respondents shall execute and shall further authorize their counsel to execute any and all documents and take all steps necessary to effectuate a full, final, and complete dismissal of the pending will contest in the above styled matters, with prejudice, with each party to bear its own costs and attorney fees, and the 2009 will shall promptly thereafter be admitted to probate.

7. The mediator fees shall be paid in full by the Estate.

8. With respect to income received in 2010, the Estate will be responsible for the payment of income taxes on one-half of the Chanda notes through June 30, 2010, and one hundred percent (100%) of the taxes attributable to the Forest Manor Note, and one hundred percent (100%) of the taxes attributable to the Lana Lane rent through June 30, 2010. With respect to income received in 2009, Terry is responsible for the payment of income taxes on the following: all bank accounts and CD interest, dividend income, fifty percent (50%) of Chanda note(s) interest for calendar year 2009, fifty percent (50%) of Forest Manor capital gain and interest income for the three-month period in 2009 ending March 31; fifty percent (50%) of Lana Lane rent through April 30, 2009. Accordingly, deductions as between Petitioner Terry Frew and the Estate for such items as ad valorem taxes and property management expenses for the year 2009 (as to Lana Lane) shall be apportioned on a pro rata basis. The tax advisors for the Estate and Petitioner Terry Frew shall



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provide each other with sufficient information and otherwise cooperate with each other with respect to the foregoing income tax returns, and the undersigned shall fairly and equitably treat Terry Frew for her contributions to 2008 income tax obligations.

9. The parties are acting for themselves and as virtual representatives of their respective lineal descendants.

Done this 29th day of June, 2010.

J. Sanford Mullins, III
Approving Attorney, J. Sanford Mullins, III

Joseph A. Fawal
Approving Attorney, Joseph A. Fawal

John P. Beyer as attorney
For Petitioner Terry Frew *in fact for Terry Frew under her DPOA.*
Sharon Doggett
As personal representative to be appointed
For the Estate of John M. Frew, Jr., deceased

Sharon Doggett
Sharon Doggett

Carol Elling
Carol Elling

Janet Harris
Janet Harris

Anne Shearer
Anne Shearer



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**EXHIBIT A
 TO COUNTER SETTLEMENT OFFER
 BY TERRY RONE FREW
 DATED AUGUST 13, 2009**

List of John Frew's Tangible Personal Property
 located at 2728 Abingdon Road, Birmingham, Alabama

<u>Art</u>	<u>Location</u>
Framed oil painting of landscape* (approximately 34" W x 40" H)	living room (near fireplace)
Framed oil painting of seascape (approximately 27" W x 23" H)	formerly located in storage room
2 framed sepia-tinted lithographs	

Objets d'Art
 1 silver-colored metal airplane clock
 6 wooden African figurines
 2 ceramic ducks
 1 iron horse bookend
 2 ceramic cherub figurines (1 broken)
 1 china music box (broken)
 1 pair china figurines in the style of the 18th century
 1 pair china plaques with bas relief figurines in the style of the 18th century

<u>Furniture</u>	<u>Location</u>
1 chair with caning and upholstery	master bedroom
1 upholstered skirted chair	basement
1 pair fruitwood end tables	upstairs bedroom
1 pair fruitwood end tables	1 in master bedroom, 1 in 1 st floor office
1 fruitwood console table	on landing upstairs
1 pair painted twin beds	one in room over garage and one in basement
1 painted chest of drawers	room over garage
1 painted dressing table	room over garage

Mirror gold desk

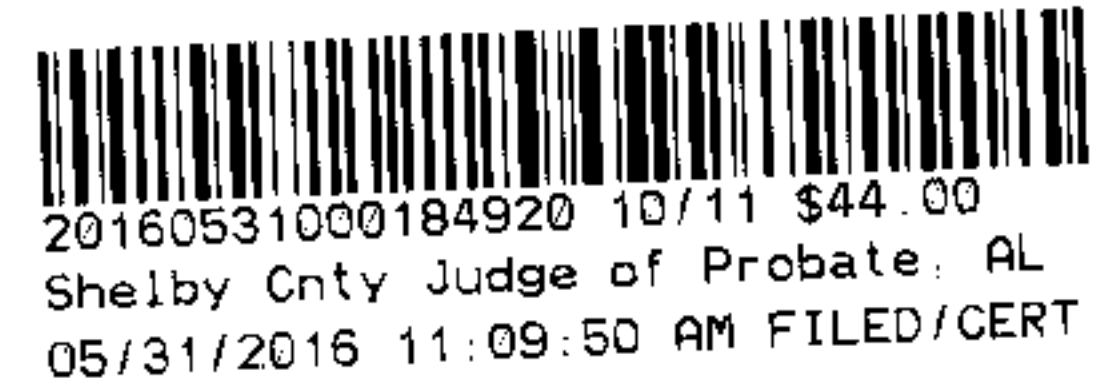
<u>Rugs</u>	
2 small, oriental style rugs*	one located near front door and one located on
entry hall rug	the landing midway up the stairs

We recognize that these objects belonged to John, but we ask permission to keep them
 in the house and maintain them in their current condition until the house is sold.

Gold Desk

Lamps

- 1 gold colored metal lamp with lion motif and pleated shade
- 1 gold colored metal Victorian style lamp
- 1 china lamp with applied roses
- 1 brass library lamp



Miscellaneous

- 1 brass, fan-shaped fire screen*

Jewelry

- Watch (Armitron brand)

Clothing

- All items of clothing that belonged to John Frew

Photographs

- All photographs of the Frew family that include John Frew's daughters and/or their mother

Crystal/China/Silver

- None (all such items were given to John's daughters shortly after he and Terry married)

Exercise Equipment

- | | |
|------------------|----------|
| 1 ski machine | basement |
| 1 weights system | basement |

Location

Tools*

- | | |
|-------------------------|----------|
| Craftsman Belt Sander | basement |
| William & Hulsey Molder | basement |
| Jet Dust Collector | basement |
| Craftsman Band Saw | basement |
| Delta Joiner | basement |
| Delta Portable Planer | basement |
| Powermatic Table Saw | basement |

Location

*The description of these tools was taken from a list that John Frew made when he considered selling his tools. This Exhibit recites all power equipment and large tools included on John's list. Our client has not disposed of any of the tools. Accordingly, we assume that all of the tools on this list are still located in the basement of Mrs. Frew's home; however, we are not able to confirm this because we cannot identify all of the specific tools and their uses. Terry bought and used many of the tools located in her home. All of the smaller, hand-held tools (such as drills, etc.) and miscellaneous hardware belong to Terry.



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CERTIFICATE TO COPIES

STATE OF ALABAMA
JEFFERSON COUNTY

PROBATE COURT
CASE NO. 00-204380

I, **S.J. Rhodes**, Chief Clerk of Probate Court, in and for said County in said State hereby certify that the foregoing contains a full, true and correct copy of the **ORDER GRANTING LETTERS TESTAMENTARY DE BONIS NON WITHOUT BOND, LETTERS TESTAMENTARY DE BONIS NON, PETITION FOR LETTERS TESTAMENTARY DE BONIS NON** in the matter of the estate of **JOHN M. FREW, JR. aka JOHN MACDONALD FREW, DECEASED** as the same appears on file and of record, in this office.

Given under my hand and seal of said Court this date,
October 12, 2015.



Chief Clerk
