Sallie O Hannon et al to Morgan S. Gilmer

State of Alabama, Montgomery County. } Whereas, Rebecca Gilmer, deceased, received a conveyance from Geo. N. Gilmer, her husband, deceased, dated the 18th day of March, 1868, and Whereas, said Rebecca L. Gilmer and her trustee, Morgan S. Gilmer, with Thomas E. Hannon, Trustee, did convey on the 20th day of May 1897, to Sallie O. Hannon, Morgan S. Gilmer, Mattie B. Hannon, Caroline F. Belser, and Rebecca L. Sanford, the lands hereinafter described, and Whereas, it is desired by Sallie O. Hannon, Morgan S. Gilmer, Mattie B. Hannon, Caroline F. Belser and Rebecca L. Sanford, that the lands hereinafter described shall be, with their rents and profits held and sold for the equal benefit of each and all of said heirs,

Now therefore know all men by these presents, That we, Sallie O. Hannon, a widow; Morgan S. Gilmer and his wife, Helen Gilmer; Mattie B. Hannon and her husband, Charles F. Hannon; Caroline F. Belser and her husband, Hugh A. Belser; and Rebecca L. Sanford a widow, for and in concideration of the premises aforesaid, and the sum of one dollar to us in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do hereby grant, bargain, sell and convey unto Morgan S. Gilmer as Trustee, upon the trust, limitations and conditions hereinafter set forth, the following described lands situated in the County of Shelby and State of Alabama to wit:

The East half of N.E. ¼ of N.W. ¼, and N.E. ¼ of N.E. ¼ and S. ½ of N.E. ¼, and N. ½ of S.E. ¼ & W ½ of S.W. ¼ and S.E. ¼ of S.W. ¼ all in Section 6 Township 21, Range 3 W.

also the W. ½ of S.E. ¼ and the S.E. ¼ of S.W. ¼ less plat of Forest Hill, Section 32, Township 17, R. 2 W. Also lot 9 on Maple Street, 13 to 17 inclusive on Chestnut Street, and lots 24 to 31 inclusive on Chestnut Street, and lots 27 and 29 on Cherry Street, situated in Jefferson County, State of Alabama. Together with all the improvements and appurtenances into the said lands in any wise belonging or appertaining.

To have and to hold to the said Morgan S. Gilmer as trustee and to his successors in said trust forever upon the following limitations, conditions and stipulations to wit:

1. That said Morgan S. Gilmer as such trustee, will take charge of, and possession is hereby given him of said lands and properties herein conveyed, and he and his successor in this trust shall continue to

hold the said lands until a sale thereof as hereinafter provided. The said trustee or his successor in said trust shall rent or lease out the said lands, pay the taxes upon the same, collect the rents, and make such repairs as may be necessary to be made, and the residue of said rents the said trustee will divide into five equal parts; one of said parts he will pay to the said Sallie O. Hannon, one part to Morgan S. Gilmer, one part to Mattie B. Hannon, one part to Caroline F. Belser, and one part to Rebecca L Sanford.

2. The said trustee and his successor in said trust shall have full power and authority to sell any and all of the above described property at any time he may deem it to the interest of the cestuis que trust that said property should be sold, and his deed thereto shall convey the full title of all persons interested in said trust, whether sui juris or not at the time of said conveyance.

3. The said trustee and his successor in said trust shall have full power and authority to quitclaim all interest of the persons interested to all conveyances made by R. L. Gilmer and her trustee M. S. Gilmer prior to 20th day of May 1897.

4. In the event of a sale of the property the said trustee or his successor in trust shall, after paying the expenses of said sale, divide the residue of the money in his hands into five equal parts and shall pay one part to Sallie O. Hannon, one part to Morgan S. Gilmer, one part to Mattie B. Hannon, one part to Caroline F. Belser, and one part to Rebecca L. Sanford.

5. In the event that either the said Sallie O. Hannon, Morgan S. Gilmer, Mattie B. Hannon, Caroline F. Belser or Rebecca L. Sanford shall be dead at the time of any distribution of rent or proceeds of sale arising from said property the share of said rent or proceeds of sale which would have belonged to the one or more who are dead at that time shall be paid by said trustee or his successor in said trust to the legal representatives of the person or persons ~~or persons~~ who at that time may be dead.

6. In the event that either of the persons, to wit:

Sallie O. Hannon, Morgan S. Gilmer, Mattie B. Hannon, Caroline F. Belser or Rebecca L. Sanford shall at any time sell or convey his or her interest in said lands or any of them to another the said trustee or his successor in trust shall deal with and pay to the person to whom said sale or conveyance is made in lieu of the person making such sale or conveyance.

7. It is understood and agreed that in case of the death or resignation of Morgan S. Gilmer as trustee, his successor shall be appointed by the Judge of Probate Court of Montgomery County.

8. The said trustee shall not be liable to the cestuis que trust for anything more than good faith in the execution of this trust.

In Witness Whereof we, Sallie O. Hannon, Morgan S. Gilmer, Helen Gilmer, Mattie B. Hannon, Charles F. Hannon, Caroline F. Belser, Hugh A. Belser, and Rebecca L. Sanford, have hereunto set our hands and seals this the 18th day of Dec. A. D. 1902.

M. S. Gilmer. (L.S.) Sallie O. Hannon. (L.S.)
Helen B. Gilmer. (L.S.) Charles F. Hannon. (L.S.)
R. L. Sanford (L.S.) Mattie B. Hannon (L.S.)
Caroline F. Belser. (L.S.)
H. A. Belser. (L.S.)

State of Alabama, } I, J. W. Terry, a Notary Public in
Montgomery County. } and for said State and County, hereby certify that Sallie O. Hannon, Morgan S. Gilmer, Helen Gilmer, Mattie B. Hannon, R. L. Sanford, Caroline F. Belser, Hugh A. Belser, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 18th day of Dec. A. D. 1902.

J. W. Terry
Notary Public.

The State of Alabama } I, J. W. Terry a Notary Public
Montgomery County. } in and for the County and State aforesaid, do hereby certify that on the 18th day of Dec. 1902. came before me the within named Helen Gilmer M. B. Hannon & C. F. Belser known, or made known to me,

to be the wife of the within named M. S. Gilmer, C. F. Hannon & H. A. Belser, who being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of her husband.

In Witness Whereof, I hereunto set my hand and seal this 18th day of Dec. 1902.

J. W. Ferry
Notary Public.

The State of Alabama,
Montgomery County. I, T. J. Reynolds a Notary Public in and for the said County in said State, hereby certify that Charles F. Hannon whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of this conveyance he executed the same voluntarily, on the the same bears date. Given under my hand, this the 18th day of December A.D. 1902.

T. J. Reynolds,
Notary Public.

Filed for Record on the 11th day of Feby 1903 at 3. O'clock P.M. and duly Recorded.

A. P. Longshore
Judge of Probate.