

Certified Copy of

Read

STATE OF ALABAMA,)
)
 JEFFERSON COUNTY.)

IRENE S. McDAVID -to- BIRMINGHAM TRUST & SAVINGS COMPANY,
 TRUSTEE.

THIS INDENTURE, MADE AND EXECUTED by and between Irene S. McDavid, a widow, and the Birmingham Trust & Savings Company, a body corporate, under the laws of Alabama, as Trustee. FOR AND IN CONSIDERATION of Five (\$5.00) Dollars, in hand paid by the said Birmingham Trust & Savings Company, as Trustee, to Irene S. McDavid, receipt whereof is hereby acknowledged, and other valuable consideration, the said Irene S. McDavid, (hereinafter called party of the first part), does by these presents, grant, bargain, sell and convey to the said Birmingham Trust & Savings Company, as Trustee, the following described real estate, situated in the City of Birmingham, in Jefferson County, Alabama, to wit:- PARCEL ONE:- The West half of Lot eight (8), all of Lot nine (9), and the west 75 feet of Lot ten (10), in Block seventy one (71), according to the present plan and survey of the City of Birmingham, Alabama, by the Elyton Land Company, said Lots and parts of Lots together forming a rectangle fronting seventy five feet on the south side of Fourth Avenue, North and extending back of that uniform width along the east side of Seventeenth Street, one hundred forty (140) feet to an alley, said parcel one being subject to a mortgage recorded in Volume 679, of Mortgages, Page 23 of the Records in the Office of the Probate Judge of Jefferson County, Alabama, executed on the 5th day of June, 1912, by the said Irene S. McDavid, and husband, Robert P. McDavid, to Charles C. Harrison to secure an indebtedness of Fifteen Thousand Dollars with interest at the rate of 5½ per cent per annum payable semi annually, on which indebtedness there remains an unpaid balance of Twelve Thousand Dollars due and payable as follows:- One Thousand Dollars due June 5th, 1916, and Eleven Thousand Dollars due June 5th, 1917. An undivided half interest in and to the following described real property:- Parcel Two:- Lots eight (8), nine (9) and ten (10), in Block eighty eight (88), according to the present plan and survey of the City of Birmingham, Alabama, by the Elyton Land Company, said Lots together forming a rectangle fronting one hundred (100) feet on the South side of Third Avenue, North and extending back of that uniform width along the east side of Seventeenth Street, one hundred forty (140) feet to an alley, said parcel two being subject to mortgages, as follows:- Undivided one half interest in said Lots 8 and 9, Block 88 subject to a mortgage recorded in Volume 814, of Mortgages, at page 208 of the records in the office of the Probate Judge of Jefferson County, Alabama, executed on the 15th day of March, 1915, by the said Irene S. McDavid, and husband, Robert P. McDavid, to Steiner Brothers to secure an indebtedness of Fifteen Thousand Dollars due and payable on the 15th day of March, 1918, with interest at the rate of 7 per cent per annum, payable semi-annually. The whole interest in said Lot 10, in Block 88 subject to a mortgage recorded in Volume 784, of Mortgages at Page 228, of the records in the office of the Probate Judge of Jefferson County, Alabama, executed by Irene S. McDavid, and husband, Robert P. McDavid, and Mittie O. McDavid, and husband, E. R. McDavid, on the 20th day of August, 1914, to the Provident Life and Trust Company, of Philadelphia, Pennsylvania, to secure an indebtedness of Irene S. McDavid and Mittie O. McDavid of Sixty Five Hundred Dollars, due on the 20th day of August, 1919 with interest at rate of 5½ per centum per annum payable semi annually. Parcel Three:- Lots eleven (11) and twelve (12), in Block one hundred seven-C (107-C) according to the present plan and survey of the City of Birmingham, Alabama, by the Elyton Land Company, said lots together forming a rectangle which is more particularly described as follows: Begin at the intersection of the eastern line of Twenty-First Street with the southern line of First Avenue North; run thence in an eastern direction along the southern line of First Avenue one hundred (100) feet to the north west corner of the rectangular parcel hereby conveyed; thence in a southern direction and parallel with the eastern line of said Twenty First Street one hundred eighty two and five tenths (182.5) feet to Morris Avenue; thence in an eastern direction ~~direction~~ and parallel with the southern line of said First Avenue, and along the northern line of said Morris Avenue, fifty (50) feet; thence in a northern direction and parallel with the eastern line of said Twenty First Street one hundred eighty two and five tenths (182.5) feet to the southern line of First Ave., thence in a western direction along the southern line of First Ave., fifty (50) feet to the north west corner of the parcel hereby conveyed, said parcel three being subject to a mortgage recorded in Vol. 813, of Mortgages, at Page 585, of the records in the office of the Probate Judge of Jefferson County, Ala., executed on the 17th day of May, 1915, by the said Irene S. McDavid, and husband, Robert P. McDavid, to Matilda Holzer to secure an indebtedness of Ten Thousand Dollars due May 17th, 1918, with interest at the rate of 7 per centum per annum payable semi annually. Also the following personal property, to wit:- All cash now to my credit with Birmingham Trust & Savings Co., and all stock of McDavid Investment Co., Inc., owned by me or in which I have any interest. Also all property, both real, personal and mixed, to which I am entitled or will receive under the will of my deceased husband, Robert P. McDavid, Also all my interest, rights and powers in and under the trust instrument executed by Joseph R. Smith, Jr., et al., to Birmingham Trust & Savings Co., as Trustee, recorded Vol. 733, Page 184, of the Probate Records of Jefferson County, Ala. TO HAVE AND TO HOLD, the property herein and hereby conveyed unto the said Birmingham Trust & Savings Company, in its Capacity as Trustee (and hereinafter called Trustee), in trust for the uses and purposes and with the powers hereinafter set forth, to wit:- I. The Trustee shall take charge of, manage and control all of the trust property, leasing, selling or otherwise handling the same as the Trustee deems best, collecting the rents and income therefrom, with the same power to manage and control said property in all ways as fully as if the absolute owner thereof, and where the Trustee holds an undivided interest in any property under the terms hereof, the Trustee shall have the same power to manage and control said undivided interest as if the absolute owner of said undivided interest. (a) The Trustee shall have the power and authority to sell and convey, at private sale and without order of court, any of the trust property at such time or times as the Trustee deems to be to the interest of the trust estate, and reinvest-- the proceed arising from any such sale or sales in other investments or property, or otherwise use the proceeds for any purpose authorized by this trust as the trustee deems best, and in like manner from time to time as the Trustee deems best, sell and convey at private sale and without order of court any property at any time belonging to the trust estate. (b) The Trustee shall have the power and authority to assess and pay taxes or other incumbrances including interest on incumbrances on the trust property, keep the insurable improvements insured, keep the building or improvements on any of the property in repair, and in all ways deemed necessary to look after and protect the trust property as fully as if the Trustee were the absolute owner thereof, collecting and using for the purpose of the trust any insurance money that may become due to the trust estate from any and all loss sustained or money coming in from any other source. (c) The Trustee shall have full power and authority, privately and without order of court, to borrow money and as Trustee to mortgage any of the trust property, to secure the money borrowed for the purpose of paying any mortgage indebtedness now on or hereafter placed on the trust property, or any part thereof, or for the purpose of improving any part of the trust property, or keeping improvements on the trust property in repair, and in condition or for any other purpose of this trust. (d) The trustee

shall have power and authority at any time or from time to time, to advance money from its funds for any purpose or purposes of the trust and may reimburse itself for money advanced and interest thereon from any funds belonging to the trust thereafter coming into its custody from any source. 2. The trustee shall pay, from and out of the income from the trust property the taxes and insurance, all interest charges and compensation to the Trustee, and if the income is deemed by the Trustee sufficient, to pay from the income for any assessment, improvement or betterment of the trust property as the Trustee may deem best, or the trustee may pay assessments or improvements or repair or interest charges against the trust property from the corpus of the trust estate. (a) The Trustee shall pay the net income from the trust property, or so much thereof as may be necessary to or for the benefit of the party of the first part during her life, for her comfortable support, and maintenance, and if the net income at any time is insufficient, the Trustee may use and pay over so much of the corpus of the trust property to or for the benefit of the party of the first part as may be in the opinion of the trustee necessary for the comfortable support and maintenance of the party of the first part and her family residing with her during her life, including the maintenance, support and education of any minor child or children of the party of the first part. (b) The Trustee may, in its discretion, at any time during the existence of this trust, pay over to any child of the party of the 1st part over 21 years of age, as an advancement, such an amount as the Trustee may deem to be to the interest of the child, in no event in excess of the amount in the opinion of the trustee of the probable distributive share of such child under this trust, provided, however, that in no event during the life of the party of the 1st part and while the party of the 1st part is competent to act, shall the Trustee make any advancement to any child without the written approval of the party of the 1st part, and each advancement made to a child by the Trustee under the provisions hereof, shall be charged as an advancement against the child, and taken into account on the termination and final settlement of this trust. (c) On the death of the party of the 1st part, the trustee shall pay from the income or corpus of the trust estate, the funeral cost and expense of the party of the 1st part, including cost and expense of last sickness and such tombstone or monument as the Trustee deems advisable to erect. In the event this trust does not terminate upon the death of the party of the 1st part, then during the continuance of this trust, the Trustee shall use the net income from the trust property, or so much thereof as may be necessary or so much of the corpus of the trust property as may be necessary for the support, maintenance and education of any minor child or children of the part of the 1st part until such child or children respectively arrive at the age of 21 years, the trustee to be the judge of the amount to be expended for the benefit of such child or children, the amount expended for the support, maintenance and education of such child or children until they arrive at the age of 21 years is not to be charged against such child or children as an advancement under the provisions hereof. (e) From and after the death of the party of the 1st part, if this trust does not terminate on the death of the party of the 1st part under the terms hereof, the trustee shall, after providing for the support, maintenance and education of the minor child or children of the party of the first part from the net income of the trust property under the provisions hereof, and after paying taxes, insurance, interest and for the maintenance of the trust property, divide the balance of the net income, if any, share and share alike between the children of the party of the 1st part, and this is to continue until the termination of the trust, the child or children of any deceased child of the party of the first part taking the share which the parent would have taken if living, and the share of the income allotted to any minor child of the party of the first part shall be set apart, held, managed, invested and controlled by the trustee for the benefit of such child with all the powers in the trustee for such management, control, and investment as is conferred on the trustee in regard to the main trust under this instrument. (f) The net income received by the Trustee from the trust property under the provisions hereof, shall be paid over by the trustee as herein directed at such time or times as the trustee may deem best, either monthly, or quarterly, or semi-annually, but in any event at least annually. 3. This trust shall terminate on the death of the party of the first part, if at the time of the death of the party of the first part she leaves surviving her no minor child or children, but in the event the party of the first part leaves surviving her a minor child or children, this trust shall continue until the youngest child of the party of the first part arrives at the age of 18 years and on the arrival of said youngest child at the age of 18 years, this trust shall terminate, and the trustee shall make division of the trust property between the children of the party of the first part. (a) When this trust terminates under the provisions hereof, the Trustee shall divide the trust property share and share alike between the children of the party of the first part, the child or children of any deceased child of the party of the first part taking the share which the parent would have taken if living. In making such division and distribution, the trustee shall charge and take into account the share of each child with the advancements, if any, made to the child under the provisions hereof. If making division, the trustee shall have the authority and power to divide the trust property in kind between the beneficiaries, or part in kind, or the trustee shall have the power and authority to sell and convey at private sale any or all of the trust property, and divide the proceeds or equalize partial division in kind with the proceeds, the trustee having full power and authority to make such fair and equitable division and in whatever way it deems best, without order of court, and without court proceedings. 4. The trustee in receiving the property, both real, personal and mixed property to which I am entitled under the will of my deceased husband, Robert P. McDavid, is authorized to take and receive said property subject to any incumbrance thereon and is authorized as trustee to assume the payment of said incumbrances and also to assume the payment of any other indebtedness of the estate of Robert P. McDavid which might be charged against said property, or any part thereof, and the Trustee is authorized to pay off and discharge all of said incumbrances and indebtedness assumed and in order to pay off said incumbrance and indebtedness assumed, the trustee has full power and authority to mortgage any property belonging to the trust estate as hereinbefore authorized, and use the proceeds of such mortgage or mortgages in paying off said incumbrances, and indebtedness, and the trustee is authorized to make settlement with the executors of my deceased husband for the property to which I am entitled under his will, as fully as if the said Trustee was the beneficiary under said will, without court proceedings, or any order of court, the trustee being fully authorized to release and discharge the said executors from all liability for or on account of what I am to receive under said will, assuming the payment of the indebtedness or other obligation as the trustee may deem best in making said settlement. 5. The Trustee shall be entitled to receive fair and reasonable compensation for its service in administering this trust, not to exceed five (5) per cent. of the income from the trust property, and in addition, fair and reasonable compensation for all services performed in making sale and reinvestment of the trust property or funds, and in making improvements or repairs on trust property, and in making final distribution of the trust property, to be deducted from time to time from income or corpus. (a) The Trustee shall not be liable for any error of judgment in the administering of the trust, nor shall it be liable or responsible for any act of omission or commission, except for wilful disregard of duty, and it may act by agent or attorney and shall not be responsible for their acts or omission or negligence or wrong doing, but shall be held to the exercise of reasonable care in selecting, retaining and discharging them, and shall be entitled to credit for any and all expenditures necessary or deemed necessary by the Trustee in protecting or caring for the trust property. (b) The

Trustee shall not be required to give bond as Trustee under this instrument, unless ordered so to do for cause shown by a court having jurisdiction, in which event the cost and expense of the bond shall be paid from the trust estate. (c) The Trustee shall not be required to pay any interest on any money in its custody while awaiting distribution or investment under the terms hereof. (d) The receipt of any child of the party of the first part on final distribution and settlement of the trust estate to the trustee shall be and shall be held to be a final settlement as to the child giving the receipt of the trust estate, and shall operate as a discharge of the trustee as to such child, and in like manner a receipt from the Guardian of any minor child or children of a deceased child of the party of the first part shall operate as a discharge of the trustee as to such minor child, it being intended that final settlement and distribution of the trust and trust property may be made without court proceedings or cost incident thereto. 6. The Trustee hereby accepts the trust created by this instrument and joins in the execution of this instrument, as an evidence of its acceptance. IN WITNESS WHEREOF, The part of the first part, and the Trustee by its President, who is duly authorized to accept this trust, hereunto set their signatures and affix their respective seals, this 4 day of January, 1916.

Irene S. McDavid, (L.S.)
Birmingham Trust & Savings Co.,
By A. W. Smith, President.

(Corp. Seal)

STATE OF ALABAMA)
Jefferson County)

I, H. C. Keller, a Notary Public, in and for said County in said State, hereby certify that Irene S. McDavid, 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 the conveyance, she executed the same voluntarily, on the day the same bears date. Given under my hand and seal, this 4 day of Jany., 1916.

(N. P. Seal)

H. C. Keller, Notary Public.

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, H. C. Keller, a Notary Public, in and for said County in said State, hereby certify that A. W. Smith, whose name as the President of the Birmingham Trust & Savings Company a corporation, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation. Given under my hand, this 4 day of Jany., 1916.

H. C. Keller, Notary Public

Filed in office for record Jan. 4th, 1916, and duly recorded in Vol. 844, Record of Deeds, Page 60, this the 10th day of January, 1916.

J. P. Stiles, Judge of Probate.

THE STATE OF ALABAMA,)
JEFFERSON COUNTY.)

PROBATE COURT

I, EUGENE H. HAWKINS, Judge of the Court of Probate, in and for said County, in said State, hereby certify that the foregoing contains a full, true and correct copy of the

Deed from Irene S. McDavid to Birmingham Trust & Savings Co., Tr.,

together with the filing of said as appears of record in this office in Vol. 944, Record of deeds on page 60.

Given under my hand and official seal, this th 15th day of April, 1936.

Eugene H. Hawkins, Judge of Probate

Filed for record in this office the 30th day April, 1936 at and recorded in Deed Record #99, at page 433 - 435, and examined.

L. C. Walker, Judge of Probate.

