## STATE OF ALABAMA

JEFFERSON

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That,

The undersigned, W. B. Baker and wife, Jennie C. Baker, (sometimes designated as J. C. Baker), W. B. Baker & Sons, Inc., a corporation and Baker Land Company, Inc., a corporation, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable considerations cash in hand paid to us by W. B. Baker and G. G. Baker, as Trustees, the receipt of which is hereby acknowledged, have, bargained and sold, and do hereby grant, bargain, sell and convey unto the said W. B. Baker and G. G. Baker as Trustees the following described real estate situated in Jefferson County, Alabama, to-wit:

- PARCEL ONE Part of the NW1 of the SW1 of Section 26, Township 17, Range 2 West, more particularly described as follows: Commence at a point on the South line of said 40 acre tract 210 feet East of the Southwest corner thereof; thence East 320 feet, thence North 663 feet; thence West 530 feet to the West line of said NW1 of SW1; thence South along said West line 210 feet; thence East 210 feet; thence South 453 ft; to the point of beginning, except the right of way for the New Bankhead Highway, 30 ft. in width granted to Jefferson County as now located.
- PARCEL TWO That part of the SWH of the SWH of Section 26, Township 17 South, Range 2 West, and part of the SEL of the SEL of Section 27, Township 17 South, Range 2 West, which lies NW of the Southeasterly side of the right of way of the old Irondale-Oxmoor Gravel road, except the following portion thereof; Commence at the NW corner of said BE of SE thence South along the West line of said 40, 663 ft; thence North 76 degrees, 10 min. East, 726 ft. to a stake, which is the SE corner of the Addie J. Young Homestead; thence in a Northwesterly direction to the NW corner of said SEA of SEA, and except the school, church and cemetery lot, which school, church and cemetery lot is more particularly described as follows: Begin on the South line of SEE of SEE at a point 539.34 ft. West of the SE commer of said 40; thence continue West along said line to a point which is 208 ft. East of the SW corner of said SEE of SEE; thence North 208-2/3 ft. thence East to the Irondale-Oxmoore road, thence South along the road to the point of beginning; and except the minerals and mining rights heretofore reserved in that portion of the above property which lies NE of a line drawn from the center of Hyatt Spring to the NW corner of the SEZ of SEZ and which lies NW of a line drawn from the center of Hyatt Spring to a point on the North line of the SWE of the SWE which lies 330 ft. East of the NW corner of said SWA of SWA.
- PARCEL THREE The SW4 of the SE4 of Sec. 27, Township 17 South, Range 2 West, except the following tract known as the Addie J. Young tract. The Addie J. Young Homestead tract is designated as follows: Begin at the NE corner of said SW4 of SE4 of Sec. 27, Township 17 South, Range 2 West; thence South 663ft; thence West or slightly South of West 336 ft; to a stake; thence in a North-westerly direction 744 ft. to a point on the North line of said SW4 of SE4 which is 552 ft. West of the NE corner of said 40; thence East 552 ft. to the point of beginning, and except such minerals and minimal rights as were conveyed to T. P. Hillman by W. C. Hamlin by deed recorded in Vol. 251 of Deeds, page 41, in the Office of the Judge of Probate of Jefferson County, Alabama, except the right of way granted to Jefferson County, Alabama, by deed executed by W. B. Baker and wife, Jennie C. Baker which is recorded in the Office of the Judge of Probate of Jefferson County, Alabama, for the highway known as the New Bankhead Highway.
- PARCEL FOUR The East 784 ft. 5 inches of the North 745 ft. 10 in. of the NW of the NE NE of Sec. 34, Township 17 South. Range 2 West.
- PARCEL FIVE Beginning at a point 418 feet South of the Northwest corner of the Southwest Quarter of the NE2 of Section 34, Township 17, Range 2 West; thence East 907 feet to Montevallo Road; thence along Northwest side of said road 1253 ft. to the center of said Section 34; thence North along quarter section line North 899 ft. to point of beginning; containing 10 acres, more or less; subject to a first mortgage for \$3000.00 given W. B. Baker & Sons, dated Jan. 18, 1922......All of the SE2 of the NW2 of Section 34, Township 17, Range 2 West, except eight acres in the Northeast corner formerly deeded to B. M. Eastis containing thirty-two acres, more or less;
- PARCEL SIX Begin at a point where the West line of the East half of the SE¼ of the NW¼ of Section 24, Township 17, Range 2 West intersects the North boundary line of the right of way of the Georgia Pacific Railroad, running thence in an Easterly direction along the Northern line of said right of way 123 feet, thence in a Northwesterly direction along the line of W. W. Ellard's lot 200 feet more or less to the West boundary line ££0the East half of the SE¼ of the NW¼ of Section 24, Tp. 17, Range 2 West, thence in a Southerly direction along said West boundary line to the point of beginning.
- PARCEL SEVEN All that part of the SE of the SE of Section 27, Township 17, Range 2 West which lies SE of the Oxmoor-Irondale Gravel road.
- PARCEL EIGHT Lots 1 and 2 fronting 100 ft. on the South side of Sims Ave. in Block 2 in the Town of McElwain as now mapped and laid off by the Valkey Land Company and duly recorded in Book of Maps 3, page 47 in Probate Office of Jefferson Countyk Alabama, warranted free from all encumbrance and against any adverse claims.

PARCEL NUNE - Begin at the Northwest corner of Section 35, Township 17, Range 2 West, and run thence East along the Section line 660 feet; thence South 1320 ft. to the South line of the NW1 of the NW2 of said Section; thence West along the said South line of said NW2 of NW2 660 ft. to the Southwest corner of said NW2 of the NW2; thence North along the West line of said NW2 of the NW2 1320 ft. to the point of beginning and being the West 660 ft. of the NW2 of the NW2 of said Section 35.

PARCEL TEN - Begin at the Southwest corner of the SW2 of the SW2 of Section 26, Township 17, Range 2 West, and run thence North along the Section line 607 ft. more or less to a point 773 ft. South of the NorthwestOcorner of said SW2 of the SW2; thence East parallel with the South line of said SW2 of SW2 660 ft; thence South 607 ft. more or less to the South line of said SW2 of SW2 of said Section 26; thence West along the South line of said SW2 of SW2 660 ft. to the point of beginning.

PARCEL ELEVEN - Also that part of the SE<sup>1</sup> of the SE<sup>1</sup> of Section 27, Township 17, Range 2 West, particularly described as follows to wit; Commence at the Northeast corner of said SE<sup>1</sup> of the SE<sup>1</sup> and run South along the East line of said SE<sup>1</sup> of SE<sup>1</sup> 713 ft. for the point of beginning; run thence South along the East line of said SE<sup>1</sup> of SE<sup>1</sup> to the Southeast corner of said SE<sup>1</sup> of SE<sup>1</sup>; thence West along the South line of said SE<sup>1</sup> of SE<sup>1</sup> to the old Hyatt Spring Branch; thence in a Northwesterly direction up said Spring Branch to the center of Old Hyatt Spring; thence in a Northwesterly direction to a stake in a line drawn from the center of said Spring to the Northwest corner of said SE<sup>1</sup> of SE<sup>1</sup>; thence East and parallel with the North line of said SE<sup>1</sup> of SE<sup>1</sup> to the point of beginning.

PARCEL TWELVE - Lots numbered 1, 2 and 3 in Block 29; lot 11 in Block 31, lots numbered 1, 2, 3, 4, 5, 6, 7 and 8 in Block 32, all being in and of the survey of the property of E. N. Montgomery (of South Irondale) as shown by map recorded in Volume 1, page 229, record of maps of surveys in the Office of the Probate Judge of Jefferson County, Alabama also a triangular parcel of land shown om said map as lying between the right of way of the Alabama Great Southern Railroad and the Southern Railroad, bounded on the North by rightof way of the Alabama Great Southern Railroad and on the South by the right of way of the Southern Railroad and on the East by the Eastern boundary of said survey, and having its apex near Pine Street, excepting, however, a piece thereof in the Northeast corner described as follows: Beginning at a point on the East line of said survey where the South line of the Alabama Great Southern Railroad right of way intersects the same; thence run in a Southwesterly direction along the South line of said right of way 449 feet; thence Southeasterly at right angles 164 feet; thence Northeasterly, parallel with the South line of said right of way 300 feet, to the East line of said survey; thence North along the East line of said survey 258 feet to the point of beginning.

PARCEL FOURTEEN: - Beginning at the NW corner of the SW4 of Sw2 of Section 26, Township 17, Range 2 West, thence on East course along the North boundary line of the SW4 of SW2 of said Section 350 feet, thence at an angle of 60 degrees, 10 minutes diagonally across and down the Easterly line of the Irondale Road Southwest 563 feet to a cement corner to point of beginning, thence at an angle (included angle 54 degrees 45 minutes to Southeast magnetic course South 67 degrees 00 minutes East) 575 feet to a cement corner, thence at an angle to right (exterior angle) of 50 degrees 32 minutes 295 feet (magnetic course South 14 degrees 00 minutes West) to a cement corner, thence at an angle to right (included angle) of 74 degrees 20 minutes 646 feet (magnetic course North 61 degrees 00 minutes West) to a cement corner, thence an angle to right (included angle) of 91 degrees 20 minutes 223 feet along the Easterly line of the Irondale Road to a cement corner, the point of beginning, all lying and being in Sections 27 and 26, Tp. 17, Range 2 West, in

Jefferson County, Alabama, and containing 2-5/8 acres, more or less; except a strip of land fronting 50 feet on Irondale Road and extending back 200 feet, particularly described in the deed recorded in the Office of the said Judge of Probate in Volume 693, page 524.

PARCEL FIFTEEN - Lots 12 and 13, according to the resurvey of Blocks 51 and 52 of the map of Smithfield, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Map Book 1, page 149 and in Deed Record 640, page 377.

PARCEL SIXTEEN - Lots 14 and 15 in Block 321-B according to the plan and survey of Smith Park Addition to the City of Birmingham, map of which Addition is recorded in Map Book 15, pages 42 and 43, in the Office of the Judge of Probate of Jefferson County, Alabama, and the following described real estate situated in Shelby County, Alabama, to-wit:

The SEL of the NWL of Section 6, Township 22, Range 2 West, and the SWL of the NEL, the East half of the SWa and the SWa of the SEA of Section 31, Township 21, Range 2 West, and the East half of the NW of Section 6, Township 22, Range 2 West. The West half of the SEE of Section 36, Township 21, Range 3 West, except an undivided one-half interest in Coal, iron ore and other minerals under or upon said West half of SEZ of said Section 36; that part of the NEL of the SWL of Section 6, Township 22, Range 2 West lying North of the Columbiana and Tuscaloosa public road, as the same existed on May 31, 1929; and the West half of the SEA, All that portion of the East half of the SWA of Section 6, Township 22, Range 2 West, lying South of Columbiana-Tuscaloosa public road; also 25 acres in the SE corner of the SWA of the SWA of Section 6, Township 22, Range 2 West Extractions and the Country and three country build to make as the concerts and more 1929; and the West half soft the Sist, AlQ shet portion of the East Half of the Swif of Seco Words. Fewnship 22 prance sweets. Byrng south of dolumbiana luscaleosa qualitorread, ales Chaches in The Te come post the suitors the suit of the son of Townships Rame Direct) described as follows: Beginning at a point 1100 yards West of the SE corner of said SWA of SWA, run thence East 110 yards to the SE corner of said forty, thence North 220 yards, thence SW in a straight line to the point of beginning.

TO HAVE AND TO HOLD, unto the said W. B. Baker and G. G. Baker as Trustees, herein-after referred to as Trustee, and to their successors and assigns, subject to the following terms, covenants, powers and conditions, that is to say:

- 1. The Trustee shall take charge of, mamage and control all of the trust property, leasing, selling, improving or otherwise handling the same as the Trustee deems best, and shall collect all income derived therefrom. The Trustee shall more specifically have full power and authority to exchange property belonging to the trust estate, either real or personal, or other property, or interest in property, in such manner and upon such terms as the Trustee may deem advisable. The Trustee may execute leases of property for such terms as it may see fit, even though the same may extent beyond the termination of the trust hereby created.
- 2. The Trustee shall have the power and authority to sell at private seal, without order of Court, and convey, free of this trust, any and all of the trust property at such time or times as the Trustee deems to be to the interest of the trust estate. The proceeds of all such sales, as well as any other funds belonging to the estate which are note necessary to be otherwise used in the administration of this trust, shall be by the Trustee from time to time invested in such class of real estate, personal property, securities or investments as the Trustee may in his discretion deem advisable, whether such investments are authorized by the Constitution or laws of the State of Alabama or not. The Trustee shall have the power and authority to participate in, and become a party to, any plan of re-organization of any corporation of which he may hold any securities, as Trustee hereunder, and may without notice or order of Court, exchange any such securities for any

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corporation which may be party to, or result from, any such re-organization.

- 3. The Trustee shall have the power and authority to compromise, settle or arbitrate any claim or demand in favor of or against the trust estate.
- 4. The Trustee shall have full power and authority, privately and without order of Court, to borrow any money which he may deem advisable for the proper administration or protection of the trust estate, and as Trustee to mortgage any of the trust property for the purpose of securing same, with full power and authority to renew or extend any indebtedness at any time existing against any of the trust estate.
- 5. Through no capital stock or securities are at present in the trust estate, if any be acquired by the Trustee, any and all distributions of capital stock of corporations issued to the estate as stock dividends and all dividends from partial or complete liquidation shall be treated by the Trustee as a part of the corpus of the trust estate, and shall not be distributed as income, but all extraordinary cash dividends paid by going concerns shall be greated as income.
- 6. The Trustee shall have power and authority at any time, or from time to time to advance money to the trust estate from his own funds for any purpose or purposes of the Trust, and may reimburse himself for the money advanced and interest thereon from any funds be longing to the trust thereafter coming into his custody from any source.
- 7. The Trustee shall pay from and out of the income from the trust property any and all expenses reasonably necessary for the administration of the trust, including interest, taxes, insurance, including public liability insruance and compensation, as well as any other expense incurred for the benefit of the trust estate, and in the event the income from the trust estate is insufficient for the purpose of paying such expenses, the same may be paid from the corpus of the trust estate.
- 8. The Trustee shall not be liable for any error in judgment in administering the trust, nor shall he be liable for any acts of omission or commission, except the wilful disregard of duty, and he may act by agent or attorney and shall not be responsible for their acts of omission or negligence, but shall be held be the exercise of reasonable care in collecting, retaining and discharging them, and shall be entitled to credit for any and all expenditures deemed necessary by the Trustee in protecting or caring for the trusteproperty.
- 9. The Trustee shall not be required to pay any interest on any money in his custody while awaiting distribution or investment under the terms hereof.
- 10. 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 bonds will be paid from the trust estate.
- 11. No purchaser from or lender to the Trustee shall be in any manner obligated to follow the proceeds of such sale or loan or the investment of the same, or be accountable therefor in any manner whatsoever.
- 12. The Trustee shall have the pewer and authority to repair and improve any of said property, or any property hereafter acquired by the Trustee.
- 13. The Trustee may from time to time exchange any part of the trust estate for other property of a like or different kind or for stocks or securities.
- 14. This Trust shall not cease by virtue of the death of the Trustee herein designated, or his failure or incapacity to act, but in such event a majority of the then living specifically named beneficiaries herein shall have the power, and are hereby given authority to appoint a new Trustee or Trustees from time to time, and such successor or Trustee shall be vested with all of the rights, duties, powers and privileges hereby bested in the original Trustee. In the event of such contingency a certificate to that

effect, signed by a majority of the specifically named beneficiaries herein then surviving, duly acknowledged as required for the acknowledgment of deeds and filed in the Office of the Judge of Probate of any County in which this instrument may be recorded, shall be sufficient to vest the authority herein granted and the title herein conveyed in such substitute Trustee or Trustees.

- 15. The said Trustee shall hold and administer this trust for the equal benefit of W. B. Baker, J. C. Baker, M. B. Baker, P. P. Baker, G. G. Baker, E. H. Baker, J. F. Baker and D. A. Baker, until the death of the last surviving of the said named beneficiaries, and if any of the said beneficiaries die before the termination of this trust, the interest of such deceased beneficiary or beneficiaries shall descend subject to this trust, to his or her heirs per stirpes.
- 16. During the continuation of this trust the Trustee shall after reimbursing himself for all expenses incurred in the administration of the trust, and after paying all valid debts and charges against the trust estate that may then be due, disburse the remaining income in equal shares to the named beneficiaries annually, or oftener if the Trustee deems it advisable.
- 17. In the event that the income from the trust estate proves to be insufficient to pay any existing obligations against the trust estate or any obligations that may be validly incurred by the Trustee against the trust estate, the Trustee may apply the proceeds of such portion of the corpus of such trust estate as he deems necessary to the liquidation of such indebtedness.
- 18. The Trustee shall have full power and authority at all times to collect and enforce payment of investments by foreclosure or otherwise, and to purchase property at any such foreclosure sale, and to sell and convey any or all of the property comprising the trust estate, at private sale and without order of Court.
- 19. It is hereby expressly provided with all payments to the beneficiaries hereunder be made to such beneficiaries in person or directly for their maintenance and support and that no interest or any beneficiary be subject to assignment, or be liable in
  any way for such beneficiary's debts. The word beneficiary, or beneficiaries, wherever
  used in this instrument, shall be construed to refer both to the named beneficiaries
  herein and to such of their heirs as may be entitled to share hereunder.
- 20. This trust shall terminate upon the death of the last surviving of the named beneficiaries herein. Upon the termination of this trust the Trustee may divide the trust estate in whole or in part in kind among the heirs of the named beneficiaries per stirpes, and may sell such part of the trust estate as the Trustee deems best and divide the proceeds thereof in the same manner.

IN WITNESS WHEREOF, the said W. B. Baker and wife Jennie C. Baker, have hereunto affixed their hands and seals, and the said W. B. Baker & Sons, Inc., a corporation, has caused these presents to be executed by W. B. Baker, its President, duly authorized thereto, and attested by E. H. Baker, its Secretary, who affixed its corporate seal hisreto, being duly authorized thereto, and Baker Land Company, Inc., a corporation, has caused these presents to be executed by W. B. Baker, its President, duly authorized thereto, and attested by Mary Belle Baker, its Secretary, who affixed its corporate seal hereto, being duly authorized thereto, all on this the 30th day of December, 1936.

W. B. Baker (Seal)

Jennie C. Baker (Seal)

By W. B. Baker & Sons, Inc.,

By W. B. Baker

Its President.

Attest: E. H. Baker, Its Secretary.

(Seal)

BAKER LAND COMPANY, INC. By W. B. Baker, Its President

Attest: Mary Belle Baker,
Its Secretary

State of Alabama )
Jefferson County

I, Virginia L. Cooper, a Notary Public in and for said County, in said Statey, hereby certify that W. B. Baker and wife, Jennie C. Baker, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 30th day of December, 1936.

Virginia L. Cooper,

Notary Public.

State of Alabama )
Jefferson County

I, Virginia L. Cooper, a Notary Public in and for said County, in said State, hereby certify that on the 30th day of December, 1936, came before me the within named Jennie C. Baker, known to me (or made known to me) to be the wifie of the within named W. B. Baker, 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, without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand this 30th day of December, 1936.

Virginia L. Cooper, Notary Public.

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, Virginia L. Cooper, a Notary Public in and for said County, in said State, hereby certify that W. B. Baker and E. H. Baker, whose names as President and Secretary respectively, of W. B. Baker & Sons, Inc., a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged be fore me on this day that being informed of the contents of the conveyance, they, as such officers, and with full authority, executed the same voluntarily for and as the act of saidcorporation.

GIVEN under my hand this the 30th day of December, 1936.

Virginia L. Cooper

Notary Public.

STATE OF ALABAMA )
JEFFERSON COUNTY )

I, Virginia L. Cooper, a Notary Public in and for said County, in said State, hereby certify that W. B. Baker and Mary Belle Baker, whose names as President and Secretary, respectively, of Baker Land Company, Inc., a corporation, 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 the conveyance, they, as such officers, and with full authority executed the same voluntarily for and as the act of said Corporation.

GIVEN under my hand this the 30th day of December, 1936

Virginia L. Cooper, Notary Public.

Filed in Office for record this the Nov. 15, 1937 and duly recorded in Vol./2844 page 177 Eugene H. Hawkins, Judge of Probate.

BEFORE THE STATE TAX COMMISSION OF ALABAMA:

In the matter of the privilege tax on deed of conveyance from W. B. Baker and wife

Jennie C. Baker, W. B. Baker and Sons, Inc., and Baker Land Company, Inc., to W. B. Baker and G. G. Baker as Trustees, dated December 30, 1936 and offered for record in Tefferson County, Alabama, the State Tax Commission finds that the value of the whole property conveyed in said instrument is sixty-four thousand dollars (\$64,000), located partly in Jefferson County and partly in Shelby County, Alabama.

IT IS THEREFORE ORDERED that the privilege tax collected under the provisions of Schedule 46, Section 348, of House Bill 324 approved July 10, 1935 be in the amount of sixty#four dollar (\$64.00) pro rated as follows:

Jefferson County.... 83.64% Shelby County..... 16.36%

DONE AT THE CAPITOL, Montgomery, Alabama, this the 10th day of Nowember, 1937.

Henry S. Long, Chairman

For Deed see Vo. 2844- page 177.

Filed In office for Record this the Nov. 15, 1937 and duly recorded in Vo. 2844, page 190 Eugene H. Hawkins, Judge of Probate.

I hereby certify that the Deed Jax \$64.00 has been paid on this instrument.

Eugene H. Hawkins, Judge of Probate.

Hereby certify that this instrument was filed for record in this office the 12-30-37 and recorded in Deed Record 104 on page 1 and examined.

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L. C. Walker, Judge of Probate
Shelby County, Alabama