

(\$2.20 Federal Stamps Cancelled on this Deed)

1614

Canc. # 2000

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW All Men By These Presents: That in consideration of One Thousand Dollars (\$1000.00) and other valuable consideration in hand paid by John Huddleston, as Trustee as hereinafter stated, to the undersigned L.H. Bentley, the receipt whereof is hereby acknowledged, we the said L.H. Bentley and Mrs. Almeda Bentley, his wife, do grant, bargain, sell and convey unto the said John Huddleston, as Trustee the following described real estate to-wit:

N $\frac{1}{2}$ of SW $\frac{1}{4}$, S $\frac{1}{2}$ of NW $\frac{1}{4}$ except 2 acres off SW $\frac{1}{4}$ of NW $\frac{1}{4}$, the school building site, S $\frac{1}{2}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$, S $\frac{1}{2}$ of NE $\frac{1}{4}$, S $\frac{1}{2}$ of N $\frac{1}{2}$ of NW $\frac{1}{4}$ except 3/4 acres, on which 3/4 acre the house once owned by S.F. Parker is situated, all in Sec. 22, T. 19, R. 1 E. in Shelby County, Alabama.

To have and to hold to said John Huddleston, as Trust ee, his successors and assigns forever, under and in trust for the equal benefit of himself, the said John Huddleston, his brother George Huddleston, Jr., and his sisters, Mary L. Huddleston, Jane Huddleston and Nancy Huddleston subject to the following conditions of trust.

1- If said property should then remain unsold and undisposed of the title thereto upon the termination of this trust shall vest absolutely in the said beneficiaries each to take and own therein an undivided one-fifth interest in fee.

2- This trust shall terminate on January 1, 1948, provided that upon the unanimous written consent of all of said beneficiaries this trust may terminate on January 1, 1946.

3- For the purpose of this trust said trustee shall hold, possess, use and sell or otherwise dispose of said real estate. He shall receive all income and profits therefrom, shall have authority to lease the same to tenants for a term or terms not beyond the period of this trust and to maintain and improve said real estate, to insure any improvements thereon and to keep same in good repair. He shall have authority to sell and otherwise dispose of said lands or any part thereof at his discretion.

4- Said trustee shall pay and discharge all taxes and liens lawfully due on said lands and for all repairs, insurance, cost of improving, and all other reasonable and proper charges incurred in carrying out this trust including the charges of an agent for renting or selling same, and shall pay his own compensation as trustee which shall be 2% of all moneys which he may receive from said real estate and may use for such purposes as much of the receipts of said land as may be necessary. He shall on or before January 1st of each year pay to each of said beneficiaries one-fifth of whatever may remain in his hands on such date as net receipts from said lands.

5- If said trustee should die before the termination of this trust the surviving beneficiaries shall have the power to name and appoint in writing a successor, to such deceased trustee to carry out this trust.

And grantors do for ourselves, our heirs and executors and administrators covenant with the said John Huddleston, as trustee, his successors and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said John Huddleston, as trustee, his successors and assigns forever, against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seals on this the 4th day of March, 1944.

L.H. Bentley

Mrs. Almeda Bentley

STATE OF ALABAMA)
SHELBY COUNTY)

I, J.W. Moore, a Justice of Peace in and for said County, in said State, hereby certify that

L.H. Bentley and Mrs. Almeda Bentley

L.H. Bentley and Mrs. Almeda Bentley, his wife, 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 and seal this the 4 day of March, 1944.

J.W. Moore
Justice of Peace

STATE OF ALABAMA)
SHELBY COUNTY)

I, J.W. Moore, a Justice of Peace, in and for said County, in said State, do hereby certify that on the 4 day of March, 1944, came before me the within named Mrs. Almeda Bentley known to me to be the wife of the within named L.H. Bentley, 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 the 4 day of March, 1944.

J.W. Moore
Justice of Peace

Filed in the office of the Probate Judge the 18th day of May, 1944 at 8 o'clock A.M. and recorded in the Deed Record 118 on page 383 on this the 18th day of May, 1944.

L.C.Walker,
Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$2.00 Privilege Tax
has been paid on the within
instrument as required by
law.
L. C. WALKER,
JUDGE OF PROBATE