

STATE OF ALABAMA

COLBERT COUNTY

KNOW ALL MEN BY THESE PRESENTS that I, E.D. Fennel, of Colbert County, Alabama, over twenty-one years of age, and being of sound mind and disposing memory, do hereby publish and declare this to be my last will and testament, revoking any former will which may have been made by me.

(1) I direct that my executors hereinafter named shall pay the debts of my estate as soon after my death as practicable.

(2) I give, devise, will and bequeath to my wife, Maud Preuit Fennel, all of the land which I own in Sections 4, 9, 16, and 80 acres off West side of S.W.  $\frac{1}{4}$  of Section 15, with improvements thereon, all in Township 4 South, Range 9 West, Colbert County, Alabama, containing about thirteen hundred eighty (1380) acres more or less, absolutely and in fee simple. And also sufficient farm machinery and implements incident to and necessary for the cultivating and harvesting of crops on said land.

(3) I give, devise, and bequeath to Ben Harris of Leighton, Alabama, my interest in the Model Drug Company of Leighton, Alabama, after payment of all indebtedness due by said business.

(4) I give, devise, will and bequeath to my brother, Harry Fennel, the sum of Five Thousand Dollars (\$5000.00) if he survives me, to be paid to him out of my estate from property other than that herein devised to my wife, Maud Preuit Fennel. In the event of the death of my said brother Harry Fennel before my death, then this bequest shall lapse and the Five Thousand Dollars (\$5000.00) bequeathed to my said brother shall become a part of my estate as provided in paragraph 10 of this my will.

(5) I give, devise, will and bequeath to the children of my deceased brother, John F. Fennel, to-wit: Jean F. Hotchkiss, Mildred F. Preuit, Grace F. Holland, Rebecca F. Riley and Ida Leckey F. Abrams, my interest in the gin lot on the East side of Main Street in Leighton, Alabama, together with all machinery and equipment of said gin. Also all of the real estate in Section 12, Township 4, Range 10 Colbert County, Alabama, containing 170 acres more or less, and conveyed to me by deed from Ida Leckey Fennel Abrams and husband, Hollin Abrams, on July 5, 1946. Also all my interest in the Streeter land in Section 26, Township 4, Range 10 Colbert County, Alabama, containing in all 200 acres more or less, together with right of way. See deed of February 8, 1915, Deed Record 18, page 411, Colbert County, Alabama.

(6) I give and bequeath to Russell Preuit of Town Creek, Alabama, that certain real estate mortgage executed by him to me about the year 1935, together with the indebtedness secured by said mortgage, which is approximately \$5000.00, and direct that my executors satisfy and release said mortgage.

(7) I give, devise, will and bequeath to Leonard Preuit my interest in the Skeggs place in Lawrence County, Alabama, the Reeder place in Colbert County, Alabama, and the Bradley place in Lawrence County, Alabama, containing in all 2769 acres more or less, subject to the payment of any balance due me at the time of my death on the payment of \$85,000.00 made by me on the purchase price of said real estate. The said Leonard Preuit, in whom I have entire confidence, is keeping books showing the transaction in full with all credits which have been paid to me out of the net proceeds of the income from said farms, and which books will show the balance, if any, due me on said \$85,000.00 purchase money payment. The total purchase price for these farms amounted to approximately \$120,000.00, of which amount I paid \$85,000.00 in cash, and Leonard Preuit and I executed a mortgage to an insurance company for the balance of \$35,000.00, which said insurance company mortgage has now been paid. The intention of this bequest is that I give, devise, will and bequeath my interest in said farms to Leonard Preuit, subject to the payment by Leonard Preuit to my estate of any balance that may be due on the \$85,000.00 paid by me as purchase money at the time of buying said real estate.

(8) I give, devise, will and bequeath to G.D. Bynum my interest in the Sherrod place located about two miles West from Courtland Alabama, containing 400 acres more or less, Lawrence County, Alabama, subject to the payment of a certain purchase money note in the sum of \$20,000.00 executed to me by the



said G.D. Bynum with interest at six percent. This farm was purchased by me on December 1, 1936, from B.P. Wallace, et al, (Deed Book 24, page 474 Lawrence County, Alabama). I have conveyed a one-half interest in said real estate to the said G.D. Bynum for a consideration of \$20,000.00 and he has secured his purchase money note to me for said amount with six per cent (6%) interest from date thereof. The intention of this bequest is that I give, devise, will and bequeath my interest in said farm to G.D. Bynum, subject to the payment by G.D. Bynum to my estate of any balance on said \$20,000.00 purchase money note executed by him to me.

(9) I give, devise, will and bequeath to Martha Ann Mauldin and T.G. Woods, share and share alike, each to have a one-half undivided interest therein, all of the land which I own in Shelby County, Alabama, containing about 1400 acres. T.G. Woods is now employed by me as manager of said farm and I will and direct that he continue to have charge of said property and manage it, and out of the rents and income therefrom pay the cost and expense of operating said property, including taxes and such amounts as may be necessary for maintenance and repairs, and then pay himself out of the annual income the sum of \$1800.00 per year as compensation for his services for managing and operating said property, and the balance of the income is to be divided into two parts and distributed annually to the two devisees named in this paragraph. The said T.G. Woods is to continue to manage and operate said place and to account for the income therefrom until the said Martha Ann Mauldin has arrived at the age of twenty-one years. I also give, devise, will and bequeath unto the said Martha Ann Mauldin and T.G. Woods all of the equipment and personal property of whatsoever kind and character situated on or used in connection with my said property in Shelby County, Alabama, and direct that the said T.G. Woods manage said personal property, with the right and authority to sell said personal property at private sale and to reinvest the proceeds thereof in other property, or to sell the same and account for the proceeds with Martha Ann Mauldin for her one-half interest therein.

(10) All the rest, residue and remainder of my property of whatsoever kind and character and wherever situated owned by me at the time of my death, I give, devise, will and bequeath to Ben Fennel, Leonard Preuit and Edward Fennel Mauldin in trust however, for the uses and purposes hereinafter mentioned. Said trustees shall manage said property with authority to sell any part thereof, real or personal, at public or private sale, without order of court, for not less than the fair and reasonable market value thereof, and shall reinvest the proceeds of sale in such other property, real or personal, as they may deem expedient, and shall make such improvements thereon and thereto as may be necessary, and shall pay the dividends and income from said property after paying taxes and the expenses of managing the same and conserving a sufficient amount as may be required for the proper operation and management of said property, including the farming operations for each ensuing year, in the following portions to the following persons, namely:

One-eighth to my sister, Mary Sewell

One-eighth to my sister, Margaret Sanderson

One-eighth to my sister, Rebecca Delony

One-eighth to my brother, J.C. Fennel

One-eighth to my brother, Ben Fennel

One-eighth to the children of Ellan Blythe, a deceased sister

One-eighth to Edward Fennel Mauldin

One-eighth to my wife Maud Preuit Fennel

The aforesaid trust is to continue for a period of seven (7) years, and in the event of the death of either of said trustees, the surviving trustees, or surviving trustee, shall have all the power and authority, and shall be under the same duties conferred upon them jointly.

Upon the termination of said trust as herein provided, the trust estate shall be distributed to the beneficiaries named in this paragraph, according to their respective interests as hereinabove set forth



if they be living, and if any beneficiary be dead, his interest is to be distributed to his child or children, but if said deceased beneficiary does not leave any child or children, then his or her interest shall pass to and be equally divided between the remaining beneficiaries named in this trust. The trustees named in this paragraph shall be entitled to reasonable compensation for their services in managing said trust estate, and this provision as to compensation shall apply to the surviving trustees or trustee, or their successors.

It is my wish and desire that the trustees herein named shall have full authority in the management of said trust including the authority to borrow money for the operation and management of said property, and to pledge and encumber the same for said purpose. No loan shall be made for a greater amount than is necessary to finance the raising of crops, or other necessary expenses for each year.

Said trustees shall also have authority to sell any part of the land included in said trust provided it is necessary and to the best interest of the trust estate, said sale or sales in no event to be less than the fair and reasonable market value of the property.

(11). I nominate and appoint Ben Fennel, Leonard Preuit and Edward Fennel Maulding as executors of this my last will and testament, and expressly exempt them from giving bond to secure the faithful performance of their duties as such, and exempt them from filing any inventory of my estate and from making any settlement in court, and in the event less than all of said executors are living at the time of my death, or in the event that less than all of them qualify as executors of this my last will and testament, I desire that the ones who qualify as executors have the same exemptions herein granted to all. I further authorize and empower said executors, or the ones who qualify, to sell, if necessary, any part of my property at private sale, without order of court, for the purpose of paying the debts of my estate and the expenses of administration, but no part of the property herein devised to my wife shall be used for this purpose until all other assets of my estate are exhausted. And if there should be any lien or encumbrance on said property at the time of my death, I direct that the indebtedness secured by any such lien or encumbrance be paid by my executors out of property not specifically devised in this will, whether the same be filed as a claim against my estate or not.

Witness my hand this 17th day of September, 1946.

Signed- E.D. Fennel (SEAL)

We hereby certify that E.D. Fennel signed the foregoing instrument in our presence on the date above written, and declared the same to be his last will and testament, and we at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses on said date.

Signed John D. Rather, Jr.

Signed Eula M. Reed

STATE OF ALABAMA

COLBERT COUNTY

I, John B. Sockwell, Judge of Probate Colbert County, Alabama, hereby certify that the foregoing pages from 1 to 7 inclusive, constitute a true and correct copy of the will of E.D. Fennel, deceased, duly probated on June 16, 1947, as the same appears of record in the office of the Probate Judge of Colbert County, Alabama, in Will Record "F" pages 161-162-163-164-165.

Witness my hand and official seal this 1st day of February, 1949.

Jno. B. Sockwell (SEAL)  
Judge of Probate Colbert County, Alabama  
(SEAL)

Filed in the office of the Probate Judge the 7th day of February, 1949 at 11 o'clock A.M. and recorded in the Deed Record 136 on page 552 on this the 9th day of February, 1949.

L.C. Walker,

NO TAX DUE ON THIS INSTRUMENT

Judge of Probate