STATE OF ALABAMA )

JEFFERSON COUNTY )

# 3030

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KNOW ALL MEN BY THESE PRESENTS, that for the purpose of creating the trust hereinafter set forth in this instrument, we, Virginia Ruff Troeger and husband, Roy C. Troeger, Richard Louis Ruff and wife, Dorothy O. Ruff, and William Brownson Ruff, an ummarried man, do hereby grant, bargain, sell and convey unto the Trustees, hereinafte named and appointed, the following described property situated in Shelby County, labama:

The Northwest quarter  $(NW_{4}^{1})$ , the West half  $(W_{2}^{1})$  of the Northeast quarter  $(NE_{4}^{1})$ , and the North half  $(NE_{1}^{1})$  of Southwest quarter  $(SW_{4}^{1})$  of Section 1; the North half  $(NE_{2}^{1})$  of the Northwest quarter  $(NW_{4}^{1})$ , and the Southeast quarter  $(SE_{4}^{1})$  of the Northeast quarter  $(NW_{4}^{1})$ , and the Southeast quarter  $(SE_{4}^{1})$  of the Northeast quarter  $(NE_{4}^{1})$  of Section 11; all in Township 19, Range 2, West, fee Simple.

All of section 2, except the Northwest quarter  $(NW_{4}^{1})$ ; the Southwest quarter  $(SW_{4}^{1})$  of the Southwest quarter  $(SW_{4}^{1})$  of Section 1; the Northeast quarter  $(NE_{4}^{1})$  of the Southeast quarter  $(.SE_{4}^{1})$  of Section 10; all in Township 19, Range 2, West, Surface Right Only.

The Southeast quarter ( $SE_4^1$ ) of the Southeast quarter ( $SE_4^1$ ) of Section 35, Township 18, Range 2 West, Surface Rights only.

The Southwest quarter  $(SW_{\frac{1}{4}})$  of the Northeast quarter  $(NE_{\frac{1}{4}})$  and the South half  $(S_{\frac{1}{2}})$  of the Southeast quarter  $(SW_{\frac{1}{4}})$  of the Northwest quarter  $(NW_{\frac{1}{4}})$  and the East half  $(E_{\frac{1}{2}})$  of the Southwest quarter  $(SW_{\frac{1}{4}})$  of Section 36, Township 18, South, Range 2 West, Surface Rights only.

Subject to: Easements, restrictions, reservations and exceptions of record.

Also any other real property owned by the Grantors or any of them situated in Shelby County, Alabama. No part of the above described property constitutes the homestead of any of the Grantors.

To Have and to hold some unto said Trustees, but in trust, however, for the uses and purposes, upon the terms and conditions and with the powers and duties hereinafter set forth.

- 1. We name and appoint as joint Turstees the said Virginia Ruff Troeger, and Richard Louis Ruff. Upon the inability of one to act, or upon the resignation of one, or upon the death of one the other shall be the sole Trustee. Upon the death of both said Trustees or upon the death or resignation or inability of one to act and the resignation or inability of the other to act, we name and appoint The First National Bank of Birmingham as sole Trustee, provided however, if immediately after the termination of this trust no Trustee is acting, the the majority of the adult persons intitled to receive any part of the assets of the trust estate, may, by instrument in writing, apoint a Trustee to make distribution, and said Trustee so appointed shall have all of the powers and authority set forth in Paragraph 7 of this instrument.
- (a) The word "Trustees" as used in this instrument means the joint Trustees if two are acting, or the sole Trustee if only one is acting.
- 2. One-third of the net income from the trust property shall be paid by the Trustees, prior to the termination of this trust, in quarterly or monthly installments as follows:
  - a. To the said Virginia Ruff Troeger during her lifetime.
- b. After the death of the said Virginia Ruff Troeger to her lineal descendents, per stripes, but in the event she is not surveved by lineal descendents or in the event of the death of all of her lineal descendents after her eeath, then one-half of said income (being one-half of one-third of the net income from the trust property) shall be paid in accordance with the provisions of Paragraph 3 of this instrument, and the other one-half in accordance with Paragraph 4; provided, however, if there is not in being any person entitled to take under one of said paragraphs (3 and 4) said income shall be paid in accordance with the terms of the other.
- 3. One-third of the net income from the trust property shall be paid by the Trustees, prior to the termination of this trust, in quarterly or monthly installments as follows:
  - a. To the said Richard Louis Ruff during his lifetime.
- b. After the death of the said Richard Louis Ruff to his lineal descendents, per stirpes, but in the event his is not survived by lineal descendents, or in the event of the death of all of his lineal descendents after his death, then one-half of said income (being one-half of one-third of the net income from the trust property) shall be paid in accordance with the provisions of Paragrahp 2 of this instrument, and the other one-half in accordance paragraph 4; provided; however, if there is not in being any person entitled to take under one of said paragraphs (2 and 4) said income shall be paid in accordance with the terms of the other.
- 4. One-third of the net income from the trust property shall be paid by the Trustees, prior to the termination of this trust, in quarterly or monthly installments as follows:
  - a. To the said William Brownson Ruff during his lifetime.
- b. After the death of the said William Brownson Ruff to his lineal descendents, per stirpes, but in the event he is not survived by lineal descendents or in the event of the death of all of his lineal descendents after his death, then one-half of said income (being one-half of one-third of the net income from the trust property) shall be paid in accordance with the provisions of Paragraph 2 of this instrument, and the other

one-half in accordance with Paragraph 3; provided, however, if there is not in being any person entitled to take under one of said paragraphs (2 and3) said income shall be paid in accordance with the terms of the other.

- 5. This trust shall terminate on the death of the last survivor of Virginia Ruff Troeger, Richard Louis Ruff and William Brownson Ruff, provided however, that either Virginia Ruff Troeger, Richard Louis Ruff or William Brownson Ruff may terminate this trust at any time by filing an instrument in the office of the Probate Judge of Shelby County, Alabama, declaring this trust terminated. which instrument must be signed and acknowledged in the same manner as are deeds to real property.
- 6. On termination of this trust the Trustees shall distribute and pay over the assets of this trust as follows:
- a. One-third thereof to Virginia Ruff Troeger, but if she be hot living, to her lineal descendents, per stirpes. However, in ex the event neigher she nor any of her lineal descendents are living on the cate of the termination of this trust, then one-half of said one-third shall be destributed by the Trustee in accordance with the provisions of sub-paragraph 2b" of this paragraph, and the other one-half of s id one-third in accordance with sub-paragraph "c" of this paragraph; provided, however, if there is not in being any person entitled to take under one of said sub-paragraphs (b and c), said one-third shall be distributed by said Trustees in accordance with the provisions of the other sub-paragraph.
- b. One-third thereof to Richard Louis Ruff, but if he be not living, to his lineal descendents, per stirpes. However, in the event neither he nor any of his lineal descendents are living on the date of the termination of this trust, then one-half of said one-third shall be distributed by the Trustee in accordance with the provisions of sub-paragraph "a" of this paragraph, and the other one-half of said one-third in accordance with sub-paragraph "c" of this paragraph; provided, however, if there is not in being any person entitled to take under one of said sub-paragraphs (a and c) said one-third shall be distributed by said Trustees in accordance with the provisons of the other sub-paragraph.
- c. One-third thereof to William Brownson Ruff, but if he be not living, to his lineal descendents, per stirpes, However, in the event neither he nor any of his lineal descendents are living on the ate of ther termination of t is trust, then one-half of said one-third shall be distributed by the Trustee in accordance with the provisions of sub-paragraph "a" of t is paragraph, and the other one-half of said one-third in accordance with sub-paragraph "b" of this paragraph: provided, however, if there is not in being any person entitled to take under one of said sub-paragraphs (a and b) said one-third shall be distributed by said Trustees in accordance with the provisons of the other sub-paragraph.
- 7. The Turstees shall hold and manage the trust property and such other property as they might subsequently acquire pursuant to the power and authority herein given, with full power, in their sole judgment and discretion, to do and have done with respect to said trust estate and every part and parcel and share thereof, all things which in their sole judgment and discretion may seem necessary, desirable or proper to promote, protect and conserve the interests of said trust and the beneficiaries thereof, in like manner as if the Trastees were entitled to said property beneficially, including, but not being limited to, the following rights and powers as to trust estate:
- (a) To retain any investments, securities, or property originally received or thereafter acquired from any source whatsoever by the Trustees hereunder, and from time to time to envest any and all funds coming into the hands of the trustees hereunder, on any account wharsoever and forming a part of the trust estate, in such securities, envestments, or other property, real or personal, as the Trustees in their sole discretion deem advisable, whether or not such property or investments may be such as are authorized or deemed proper for investment by a Trustee under the constitution or the laws of the State of Alabama, or under the rules of any court having jurisdiction or any custom, or usage, or declaration of policy.
- (b) To lease, sell or exchange or other wise dispose of at private sale and to make contracts with respect to all or any part of the trust estate, without hotice to anyone or order of court, and to assign, transfer and convey any and all of the trust estate at such times, for such terms (even though such terms may extend beyond the termination of the trust) for such considerations and upon such conditions as the Trustees may deem proper.

- (c) To collect all debts and obligations at any time belonging to the trust estate and to extend time for the payment of the same in such manner, by such processes and upon such terms as in their judgment may seem proper to compromise or submit to arbitration any matter in dispute including liability of the trust estate or of any beneficiary thereof for taxes of any kind whatsoever; and to purchase and to join with others in pruchasing any property with may be subject to allien in favor of the trust estate;
- (d) To hold bonds, notes and other securities in bearer from and to omit to register them; to hold stocks, bonds, notes or securities or property in names other than that of te Trust ees or in the name of the Trustees, at all all without any indication that the securityes or property are held in trust and without any disclosure of the fiduciary capacity of the Trustees:
- (e) To collect and keep account of all income from the trust extate as distinguished from the principal regarding as principal the property coming into the hands of the Trustees under this instrument or any amendment thereof and all investments and reinvestments thereof.
- (f) The Trustees shall have full power and authority, privately and without order of court to borrow any moneyowhich they may deem advisable for the protection or proper administration of the trust estate, and, as Trustees, to mortgage any of the trust property, for the purposes of securing same, with full power and authority to renew or extend any indebtedness at any time existing against any of the trust estate:
- (g) The Trustees shall have power and authority at any time or from tiencto time to advance money to the trust estate from their funds for any purpose of purposes of the trust and may reimburse themselves for the money advanced and interest thereon from the trust property or from any funds belonging to the trust estate t thereafter coming into its custody from any source:
- (h) The Trustees shall pay from and out of the income of the trust property any and all expesses reasonable necessary for the administration of the trust, including interest, taxes, insurance, including public liability insurance, and compensation to the Trustees, as well as any other expense incurred for the benefit of the trust estate, and in the event the income from the trust property is insufficient for the purposes of payaing such expenses, the same may be paid from the corpus of the trust estate;
- (i) The Trustees shall not be required to give bond as such 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.
- (j) It is hereby expressly provided that all payments to the beneficiaries hereunder are to be made to such beneficiaries in person or directly for their maintenance and support and that no interest of any beneficiary debts.
- (k) Neither Virginia Ruff Troeger nor Richard Louis Ruff shall be entitled to any compensation for their services as Trusbee.
- (1) One termination of this trust, the Turstees are hereby authorized and empowered, within their absolute and sole discretion, to make distribution in kind or partly in kind and partly in money, and, in case of any destribution made in kind, said Trustees are hereby authorized and empowered to determine the value of any property so distributed and their determination of relative values for said purposes shall be binding and conclusive upon all persons interested therein; provided, however, that if any of the real estate above described is owner by the Trust estate on the date of its termination, then the Trustees shall make no distribution of said real estate but the title to said real estate will vest automatically in those persons intitled to the property on termination of t is trust, in accordance with the percentage of the assets of the trust estate they are entitled to receive.
- 8. The legal title to an undivided one-third interest in and to the above described real estate is vested in Josephine Brownson Ruff who actually holds title to said undivided one-third interest for her son, William Brownson Ruff. The said Josephine Brownson Ruff and Henry Ruff, her husband, in order to invest the trustees with legal title to said undivided one-third interest, do hereby grant, bargain, sell and convey unto said Trustee an undivided one-third interest in and to said above described real estate, as will as any other interest they may own in said property.

In Witness whereof, the said Virginia Ruff Troeger, Roy G. Troeger, Richard Louis Ruff, Dorothy O. Ruff,

William Brownson Ruff, Josephine Brownson Ruff and Henry Ruff have hereunto set their hands and seal on the 9th day of April, 1949.

Virginia Ruff Troeger (SEAL)

Roy C. Troeger (SEAL)

Richard Louis Ruff (SEAL)

Dorothy O. Ruff - (SEAL)

William Brownson Ruff (SEAL)

Josephine Brownson Ruff (SEAL)

Henry Ruff (SEAL)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, Harry Aronoff, a Notary Public in and for said County in said State hereby certify that Virginia Ruff
Troeger, Roy C. Troeger, Richard Louis Ruff, Dorothy O. Ruff, Josephine Brownson Ruff and Henry Ruff whose
names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day
that, being informed of the contents of this instrument, they executed the same voluntarily on the day the
STATE OF ALABAMA
same bears date.

Given under my hand and official sal, this the 9th day of April, 1949.

harry Aronoff, Notary Public, has been paid on the with-

Harry Aronoff, Notary Public, as Deen paid on the Wifemy commission Expires Feb. 19, 11950 ment as required by law.

> L. C. WALKER, JUDGE OF PROBATE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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I, Harry Aronoff, a Notary Public in and for said County in said State, hereby certify that William Brownson Ruff whose name is signed to the for going instrument, and w o is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of April, 1949.

Harry Aronoff, Notary Public, my commission expires Feb. 13, 1950

Filed in the office of the Judge of Probate on the 19th day of May, 1949, at 10 A.M. and recorded in deed record 138, page 341. on this the 20th day of May, 1949.

L.C. Walker, judge of Probate.