#2906

STATE OF ALABAMA,

SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the love and affection which I have for my daughters, Betty Hawley Spidle and Martha Lucille Spidle, I, E.T. Spidle, of the City and County of Montgomery, State of Alabama, do hereby, grant, bargain, sell and convey unto my brother A.E. Spidle, as Trustee for Betty Hawley Spidle and Martha Lucille Spidle, the following described real property, lying and being situated in the County of Shelby, State of Alabama, to -wit:

All that part of the NW¼ of Section 33, Township 21, Range 3 West, lying West of the Montevallo and Eltyon public road subject, however, to the right of wayof the Southern Railway Company, 100 feet in width, being 50 feet in width on each side of the center line of the track of the said railway as the same is located through said parcel of land and also subject to a right of way, 50 feet in width, being 25 feet in width on each side of the center line of the track located on said land known as the Spurell spur track. There is excepted from the aforesaid grant, however, that portion of said property which lies East of the Southern Railway Company's right of way and South of a private road, as the same was located on November 30, 1931, which extended from the said Montevallo and Elyton Public Road to the spot where the John Cunningham house was then located on said land, and there is also excepted from the aforesaid grant 15 acres located in the Somthwest corner of the SW¼ of NW¼ of said Section which was heretofore conveyed by T. A. Bradley and his wife, Geneva Bradley, to W.J. Hites and his wife by deed dated November 12, 1928, and recorded in Vol. 84, at page 66, of the Deed r records in the office of the Probate Judge of Shelby County, Alabama.

There is excepted from the aforesaid grant, all right and privileges of mining coal from what is commonly known as the "Montevallo Seam" as contained in that certain lease and agreement executed to the Little Gem Coal Company on April 8, 1941, and recorded in the Office of the Judge of Probatr of Shelby County, Alabama, in Book 119, at page 242 , as the same has been amended by instrument executed the 30th day of December, 1944, Such rights and privileges being reservedbyttthat certain deed from Naomi Horton McCauley and husband, Charles H. McCauley, to the undersigned, E.T. Spidle.

TO HAVE AND TO HOLD the same unto the said A.E. Spidle and his successors, Forever, in trust, however, upon the following terms and conditions;

Said trustee shall have full power and authority to manage, operate, and lease the said premises; and to collect and receive the rents, issues and profits arising from the aforegranted property; and to pay out of the income therefrom the expenses of such operation, including taxes and assessments. Said trustee shall have full power and authority to sell said property for reinvestment and to reinvest any of the proceed of sale or any of the income or profits from the above described property, any such reinvestments to be held by daid trustee for the same purposes and upon the same terms and conditions of trust as are applicable to the aforesaid property. In making any reinvestment of the proceeds of sale of the above described property or making any investments of any of the income or profits received by said trustee, said trustee shall not be bound by any of the provisions of the Code of Alabama now existing or which may hereafter be enacted, governing investments by trustees, but shall have full discretaion to invest the same in such property or securities as the said trustee, in his sole discretion, shall deem to the best interests of the beneficiaries of this trust, including the right to pperate or mamange businesses, including the right to purchase real estate, to expend sums for the mining or development of real estate, and the right to borrow money for such purposes and the right to encumber all or any portion of the trust property as sucurity for any amounts borrowed by the Trustee, Out of the income and profits of said trust, the trustee is authorized and empowered to pay to my two daughters, Betty Hawley Spidle and Martha Lucille Spidle, for their education, support, and wellbeing, such sum or sums as the said trustee, in his sole discretion deems for the best interests of my said daughters, This trust shall containue and exist until my youngest daughter, Martha Lucille Spidle, reaches the full age of 21 years, at which time the trust herein established shall be terminated and, upon such termination, the said trustee shall divide equally between my two said daughters, Betty Hawley Spidle and Martha Lucille Spidle, all of the trust property then remaining including all accumulated incomes, profits, accretions, and reinvestments, Upon such division, the share of each of my said daughters shall be equalized by charging eac of them with all amounts previously paid to them by said trustee. Should my daughter Betty die before the period herein provided for the termination of this trust, leaving a child or children, the said child or children shall receive the share herein provided for my daughter Betty, both of income and of corpus. Should my daughter Betty die before my daughter Martha reaches the age of 21 years, without leaving a child or children, all payments of both income and corpus herein provided to be made to my daughter Betty shall be paid to my daughter Martha as sole beneficiary, under this trust. Should my daughter die before reaching the age of 21 years, the

herein set up shall i mmediately terminate, and the entire trust estate shall be distributed to my daughter, Betty Hawley Spidle; provided that if my daughter Martha leave a child or children surviving her, one-half of said entire trust e state shall be distributed to such child or children. Should both of my said daughters die prior to the period herein named for the termination of this trust, said trust shall immediately be terminated and the entire trust property shall be distributed to the next of kin of the daughter last dying, excluding from such next of kin the grantor herein; it being the intention of grantor that under no circumstances shall said trust property revert to grantor, E.T. Spidle.

Should the trustee herein nam d die prior to the end of the period herein named for the termination of this trust, the entire trust property then on hand, including the property herein conveyed, together with all accumulated income, profits, accretions, and reinvestments, shall immediately vest in my daughter, Betty Hawley Spidle, as successor trustee, and said successor trustee shall hold the same, with the same power and authority and subject to the same duties and under the same terms and conditions of trust hereinabove provided for said A.E. Spidle, as trustee.

Grantors's wife Joins herein for the purpose of releasing any claim of dower in and to the premises herein conveyed.

IN WITNESS WHEREOF, The said E.T. Spidle being joined herein by his wife, have hereunto set their hands and seals, this 24th day of December. 1946.

Lucile Hawley Spidle (L.S.)

E.T. Spidle (SEAL)

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that $2.50 Privilege Tax has been paid on the within instrument as required by law.
I. C. WALKER
JUDGE OF PROBATE

STATE OF ALABAMA.

MONTGOMERY COUNTYL

I, Clarabel Woodruff, a Notary Public in and for said State and County, hereby certify that E.T. Spidle and Lucille Hawley Spidle, whose names are signed to the foregoing c nveyance, acknowledged before me on this date that, being informed of the contents of the said instrument, they executed the same voluntarily, on the day the same bears date.

Given under my hand and seal, this 24th day of December. 1946.

Clarabell Woodruff, Notary Public.

STATE OF ALABAMA,

MONTGOMERY COUNTY.

I, Clarabell Woodruff, a Notary Public in and for said State and County, hereby certify that on the 24th day of December. 1946, came before me the within named Lucille Hawley Spidle, who, being examined separate and apart from the husband, touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

Given under my hand and seal this 24th day of December. 1946.

Clarabell Woodruff, Notary Public.

Filed in the office of the Judge of Probate on the 16th day of Feb. 1950, at 8 A.M. and recorded in Deed record 141 page 317 on this the 21 day of Feb. 1950.

I.C. Walker, Judge of Probate.