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STATE OF ALABAMA,)
)
JEFFERSON COUNTY.)

I, James Douglas Kirkpatrick, Jr., a resident citizen of Jefferson County, Alabama, being of sound mind and disposing memory, do hereby make and publish this, my last will and testament, hereby revoking any and all former wills made by me.

ITEM ONE: I desire and I hereby direct that all of my just debts, including my funeral expenses, and the expenses of my last illness, be paid by my executors hereinafter named, as soon after my death as convenient.

ITEM TWO: I hereby give and grant unto my said executors, full power and authority to sell and convey any or all property owned by me at the time of my death, real, personal or mixed, at private or public sale, without order of court.

ITEM THREE: I desire and I hereby direct that all taxes, specifically including estate or inheritance taxes, taxable against my estate, or against any life insurance on my life, shall be paid by my said executors hereinafter named, just as all other of my just debts shall be paid hereunder.

ITEM FOUR: I hereby give, devise and bequeath unto my sisters, Mary K. Crawford and Serena K. F. Randolph, share and share alike, all household furniture, personal effects and automobiles belonging to me at the time of my death, to be divided between them as they may agree,

Signature

James Douglas Kirkpatrick, Jr.

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and to be theirs absolutely.

ITEM FIVE:

1. I hereby give, devise and bequeath unto my friend and associate, W. E. Hargrove of Birmingham, Alabama, such stock or interest in the Cruse-Crawford Wheel & Rim Company, the Cruse-Crawford Manufacturing Company and the Cruse-Crawford Bus & Equipment Company as will constitute a twenty percent ownership in each of said companies. That is to say that while I do not own all of the stock in each of these companies, I own a substantial interest in each and it is my desire that my executors shall convey or transfer to the said W. E. Hargrove, sufficient stock or interest belonging to me in each of the said companies as will give him a one-fifth ownership in each. At the time of the execution of this will the Cruse-Crawford Wheel & Rim Company is not a corporation, although plans are under way at the present time to incorporate the company. In the event that for any reason it should not be incorporated at the time of my death, then it is my desire and I hereby direct that such part of my interest in said company as is herein above specified in this paragraph, whether it be a partnership or solely owned by me, shall be transferred to the said W. E. Hargrove, to be his absolutely, without any limitation whatsoever.

2. I have agreed with my friend, R. J. Jones, Jr., to sell to him a one-third interest in the Cruse-Crawford Manufacturing Company. At the time of the execution of this will, the circumstances are such that he has not been able to purchase any of this stock. It is my desire that he own a third of this company and I hereby direct my executors to convey to him so much of

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James Douglas Crawford

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the stock belonging to me in said company, which, when added to any stock that he may have purchased theretofore, shall give to him a one-third interest in said company, to be his absolutely, without any limitation whatsoever.

ITEM SIX: I hereby give, devise and bequeath unto The First National Bank of Birmingham, a national banking association, and unto my friend, W. E. Hargrove, as joint trustees, or to the survivor of them, as trustee, all the rest and residue of my property, real, personal or mixed, which I may own or to which I may be entitled at the time of my death or to which my estate may become entitled after my death, or over which I may have any power of disposition, in trust, however, for the uses and purposes and with the powers hereinafter set forth.

1. The trustees shall, during the life of my beloved mother, Kathrine W. Kirkpatrick, pay to her in monthly installments, the net income from the trust estate, after paying the expenses of administration (and other expenses herein authorized).

2. Upon the death of my said mother, or should she be dead at the time of my death, then, upon my death, the trustees shall apportion the trust estate coming into their hands into two equal parts, one of which parts shall be set aside and held by the trustees in trust for my sister, Mary K. Crawford, and one of which parts shall be set aside and held by the trustees in trust for my sister, Serena K. F. Randolph, subject to the terms, conditions and limitations as hereinafter provided. After the apportionment the trustees shall continue to hold the share of each of my sisters in trust and shall pay the net income therefrom over to said sisters monthly during

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their natural lives.

Upon the death of either of my sisters, leaving lineal descendants surviving, the share set aside and held in trust for said sister shall continue in trust and the net income therefrom shall be divided among her children, share and share alike, or their lineal descendants, per stirpes.

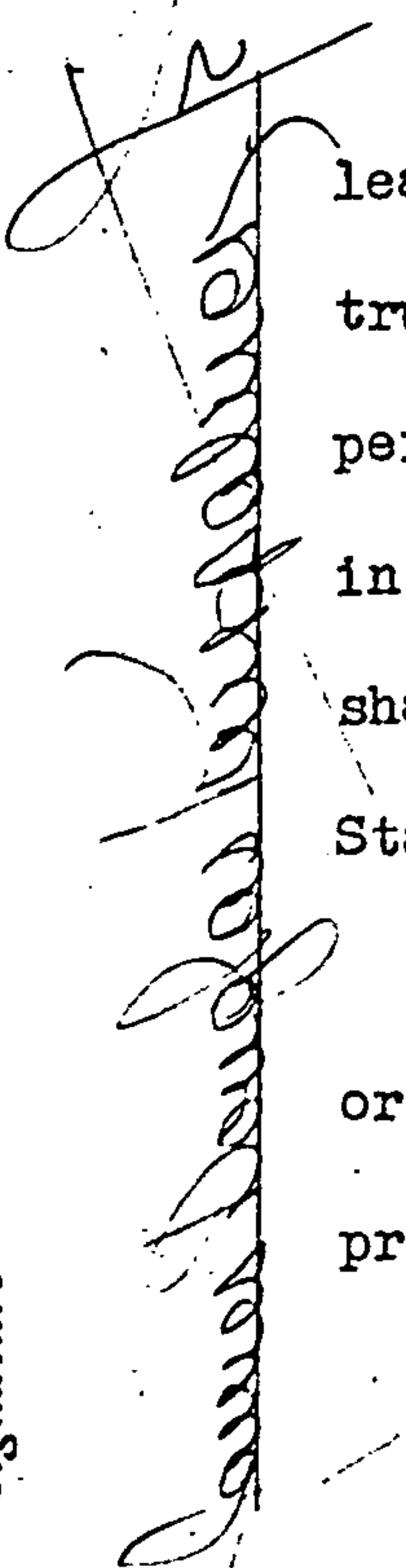
In the event that either of my sisters should die or be dead at the time of my death, leaving no lineal descendants surviving, then the share set aside for her, or which would have been set aside for her at the time of my death had she been living at that time, shall merge with and become a part of the share set aside for my other sister, subject to all of the terms, conditions and limitations herein provided with reference to such share.

This trust shall terminate upon the death of the last survivor of the children of my sisters living at the time of my death, whereupon the assets of the trust estate shall be distributed among the lineal descendants of my sisters, per stirpes, free from trust.

In the event that both of my sisters should die leaving no lineal descendants surviving them, then the trust estate then held shall be distributed to such persons as would be entitled to share in my estate and in the proportions in which they would be entitled to share in my estate under the laws of intestacy of the State of Alabama had I died without having made a will.

When the final payment has been made from the corpus or principal of the trust estate, in accordance with the provisions of this will, this trust shall terminate and the

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trustees shall forthwith stand discharged.

2. In making any apportionment and/or distribution of principal as herein contemplated, my trustees are authorized to themselves determine the total value of my estate and make selection of the items of property to be paid over and distributed to the party or parties entitled thereto with reference to the share of the trust estate to which such party or parties may be entitled, and without securing any valuation or determination of valuation or direction as to specific items of property to be paid over and distributed from any court; it being my intention that my trustees shall use their sole judgment and discretion in any such determination, without liability to anyone on account of the exercise of such judgment and discretion.

3. Whenever in this instrument the word "trustee" is used, it is my intention that this word shall be construed either as singular or plural, whichever is proper in accordance with the context.

Powers of Trustees.

(a) The trustees shall hold and manage said property and such other property as they may subsequently acquire pursuant to the power and authority herein given to them (all of which for convenience will hereinafter be referred to as "trust estate"), with full power to compromise, adjust and settle in their discretion any claim in favor of or against said trust estate, with full power to collect the income therefrom and from time to time to sell, convey, exchange, lease for a period beyond the possible termination of this trust, or for a less period, improve, encumber, borrow on the security of, or otherwise dispose of, all or any portion of said trust estate, in such manner and upon such terms and conditions as

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said trustees may approve, and with full power to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds, or other securities, mortgages, or other property, real or personal, as to said trustees may seem suitable, and to change investments and to make new investments from time to time as to said trustees may seem necessary or desirable. The trustees may continue to hold any property or securities originally received by them as a part of this trust estate so long as they shall consider the retention thereof for the best interests of my estate, regardless of whether such property or securities are a so-called "legal" investment of trust funds. In the disposition of any property constituting a part of said trust estate the trustees may acquire other property which is not a so-called "legal" investment of trust funds where such course is in their opinion for the best interests of my estate; provided, however, that in all questions involving the sale of my businesses or any of them, and in all matters of policy or management with reference to my businesses, the decision of W. E. Hargrove shall be final. The written direction of the said W. E. Hargrove to my corporate trustee, in accordance herewith, shall release the said corporate trustee from all liability or responsibility for acting in accordance with said written direction. The trustees shall have power to determine whether any money or property coming into their hands shall be treated as a part of the principal of the trust estate or a part of the income therefrom, and to apportion between such principal and income any loss or expenditure in connection with said trust estate as to them may seem just and equitable;

(b) To hold bonds, notes and other securities in bearer form and to omit to register them; to hold stocks, bonds, notes

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or securities or property in names other than that of the trustees or in the names of the trustees, and all without any indication that the securities or property are held in trust and without any disclosure of the fiduciary capacity of the trustees;

(c) Whenever and as often as, in the opinion of the trustees, the income from the trust estate or any share or shares thereof is insufficient for the purposes herein defined, including the reasonable and comfortable support and maintenance of the beneficiaries entitled to income hereunder, taking into consideration additional expenses arising from any extraordinary or unusual circumstances, to advance or utilize for the maintenance, support, or comfort of any beneficiary entitled to income from any part of the trust estate, including any persons legally dependent upon any such beneficiary for support and taking into consideration additional expenses arising from any extraordinary or unusual circumstances, so much of the corpus or principal of the principal share, a portion of the income derived from which is payable to such beneficiary, as the trustees may deem necessary or proper. Any such advances or the money so utilized shall be deemed to be partial distributions and not debts of the recipient or beneficiary or her estate, but if, at any time after any such advances shall have been made, the trustees deem the income payable to or applicable for any such beneficiary more than adequate for her reasonable maintenance, support and comfort, the trustees may reimburse the principal of the trust estate or any share thereof, for all or such parts of such advances as the trustees may deem advisable or proper out of the income payable hereunder to the same beneficiary, but there shall be no duty on the part of the trustees to make

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such reimbursement and the trustees shall not be held liable for failure to do so;

(d) Upon the death of any beneficiary hereunder who is at the time of her death entitled to any income from the trust estate, to pay the funeral and burial expenses, and the expenses of the last illness of any such beneficiary from the corpus or principal share, a portion of the income derived from which has been payable to any such beneficiary;

(e) The trustees shall have full power and authority, privately and without order of court, to borrow any money which they may deem advisable for the protection or proper administration of the trust estate, and as trustees, to mortgage and pledge 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;

(f) The trustees shall have power and authority at any time or from time to time to advance money to the trust estate from their funds for any purpose or 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 property thereafter coming into their custody from any source;

(g) The trustees shall be entitled to receive fair and reasonable compensation for their services in administering this trust;

(h) The trustees shall pay from and out of the income of the trust property any and all expenses reasonably 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

Signature

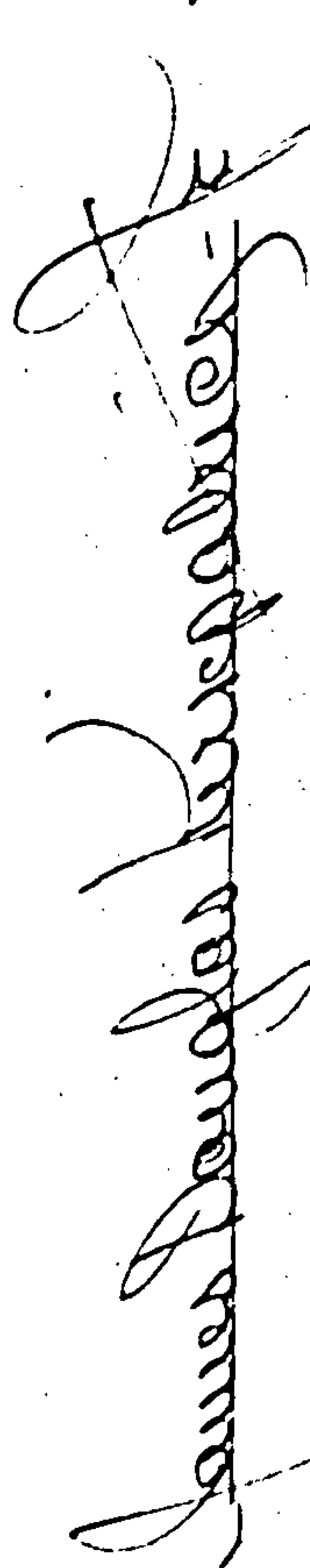
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benefit of the trust estate, and in the event the income from the trust property is insufficient for the purpose of paying such expenses, the same may be paid from the corpus of the trust estate;

(1) In the event any portion of the trust estate should at any time consist of a material interest in any business enterprise being operated as a going concern, whether any such enterprise be in the form of a partnership, a corporation, or solely owned by the trust estate, the trustees shall have full authority to continue the operation of such business enterprise as a going concern, or to vote the shares of stock therein for such continued operation, with full power and authority to incur such obligations against the estate as may to them seem advisable for the proper administration of the affairs of such business enterprise. In making decisions with reference to any such business enterprise, the trustees shall use their own discretion and shall not be liable to any person for any loss that may result from the operation of such business enterprise or from the incurring of any obligations herein authorized. In the event that I am a member of any partnership existing at the date of my death, the trustees shall, in their sole discretion, have full authority to enter into any agreements with any surviving partner or partners, which may seem advisable for the purpose of effecting the liquidation of such partnership, and shall not be liable to any person for any loss which may result from the liquidation under such agreements.

In addition to the powers above granted, the trustees shall have full authority to incorporate, or enter into an agreement with others to incorporate any business enterprise in which I may own any interest at the date of my death, and shall have full authority to hold as part of the trust estate the shares of stock

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of any corporation so formed without liability for loss or shrinkage in value.

(j) The trustees shall not be required to pay any interest on any money in their custody while awaiting distribution and investment under the terms hereof, even though the money be commingled with their own funds, provided they keep a separate account of same on their books;

(k) The trustees shall not be required to give bond as trustees 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;

(l) 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 be subject to assignment or be liable in any way for such beneficiary's debts.

ITEM SEVEN: During the period of administration of my estate, my executors, hereinafter named, shall have and may exercise all of the rights, powers, duties and rights of discretion herein granted to or conferred upon the trustees.

ITEM EIGHT: The First National Bank of Birmingham, herein referred to, shall mean the corporation existing by that name at the date of this will and any successor thereto by merger, consolidation or conversion under state or federal laws.

ITEM NINE: I hereby constitute and appoint as executors of this, my last will and testament, The First National Bank of Birmingham and my friend, W. E. Hargrove, or the survivor of them, as executor, hereby directing that, as such executors or executor, they or it shall not be required to make any bond or

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file any inventory or an accounting and settlement of my estate in any court.

IN WITNESS WHEREOF I, the said James Douglas Kirkpatrick, Jr., have hereunto set my signature and seal on this, the 19th day of November, 1941, hereby declaring the instrument contained on this and the ten preceding pages to be my last will and testament.

James Douglas Kirkpatrick, Jr. (SEAL)

The foregoing was signed, sealed, published and declared by James Douglas Kirkpatrick, Jr., to be his last will and testament in our presence and we, at his request and in his presence and in the presence of each other, have hereunto set our signatures, as attesting witnesses, on the day the said instrument bears date.

V. L. Elliott

Joe B. Carter

A. Ray Foster

Signature

James Douglas Kirkpatrick, Jr.

36473

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, the undersigned, James Douglas Kirkpatrick, Jr., a resident of the City of Birmingham, Jefferson County, Alabama, being of sound mind, do hereby make and declare this a codicil to my last will and testament, executed on the 29th day of November, 1947, in the presence of V. S. Elliott, Jack B. Carter and A. Kay Foster.

ITEM ONE: Whereas, my friend, R. J. Jones, Jr., who has for some time been interested with me in the Cruse-Crawford Manufacturing Company, has severed his connection with that company and all other connections that he may have had with any companies in which I am interested. There is no longer any desire on my part to carry out the terms of paragraph 2 of Item Five, appearing on page two of my said will. Therefore, I do hereby amend said will by striking out all of said paragraph two of Item Five, commencing on page two of said will, with the words, "I have agreed with my friend, R. J. Jones, Jr." and ending with the end of said paragraph appearing on page three of said will, the last words of which paragraph are "without any limitation whatsoever".

ITEM TWO: I hereby ratify and confirm my said last will and testament, herein above described, in so far as it is not in conflict with this codicil and do republish the same as herein and hereby amended as of this date.

IN WITNESS WHEREOF, I, James Douglas Kirkpatrick, Jr., have hereunto set my signature and seal to this, a codicil to my last will and testament, on this, the 1st day of February, 1950.

James Douglas Kirkpatrick, Jr. (SEAL)

The foregoing was signed, sealed, published and declared by James Douglas Kirkpatrick, Jr., to be a codicil to his last will and testament in our presence and we at his request and in his presence and in the presence of each other have hereunto set our signatures as attesting witnesses on the day the said instrument bears date.

Tom C. Garner
H. J. Lewis
Marion Pledger

CERTIFICATE TO THE PROBATE OF WILL

THE STATE OF ALABAMA.
JEFFERSON COUNTY.

I, Tom C. Garner, Judge of the Court of Probate, in and for said

State and County, do hereby certify that the foregoing instrument 3 of writing has 3 this day, in said Court, and before me as

the Judge thereof, been duly proven by the proper testimony, to be the genuine last Will and Testament and Codicil thereto

of James Douglas Kirkpatrick, Jr., Deceased and that said Will and Codicil

together with the proof thereof have been recorded in my office in Book of Wills, Vol. _____ Page _____

In witness whereof, I have hereunto set my hand, and the seal of the said Court, this the 1st day of June, 1951.

Tom C. Garner Judge of Probate

The State of Alabama,
JEFFERSON COUNTY.

IN THE PROBATE COURT

I, Tom C. Garner, Judge of the Probate Court of Jefferson County, and State of Alabama, and ex-officio Clerk of said Court do hereby certify the foregoing papers to be, and contain a true and correct exemplification and copy of the Last Will and Testament and Codicil thereto, of James Douglas Kirkpatrick, Jr., deceased, together with the Certificate to the Probate thereof, as the same appears

on file and of record in this Court.

In testimony whereof, I have hereunto set my official signature as Judge and ex-officio Clerk of said Court, with the seal of said Court affixed this the 5th day of June in the year of our Lord One Thousand Nine Hundred and Fifty-one.

Tom C. Garner
Judge and ex-officio Clerk of the Probate Court
of Jefferson County, Alabama.

The State of Alabama,
JEFFERSON COUNTY.

I, Tom C. Garner, Judge of the Court of Probate of Jefferson County, and State of Alabama, do hereby certify that the Judge of said Court is ex-officio Clerk of said Court; and I do further certify that the foregoing attestation of said Judge as ex-officio Clerk of said Court is in due form.

In testimony whereof, I have hereunto set my official signature as Judge, with the seal of said Court attached, this the 5th day of June 19 51

Tom C. Garner
Judge of the Probate Court of Jefferson County,
State of Alabama.

Form No. 71-7-42-4M

Filed in the office of the Probate Judge on the 25 day of Sept 1951 at 2 o'clock P
and recorded in Deed Book 155 Page 308 this 26 day of Sept 1951.
Deed Tax Mortgage Tax has been paid.

L.C. Walker, Judge of Probate