

INDENTURE OF TRUST

THIS INDENTURE OF TRUST made and entered into the date hereinafter shown by and between JOHN DeCLANCY, JR., an individual over the age of twenty-one (21) years, and a resident of Jefferson County, Alabama, (hereinafter referred to as the "Grantor"), and E. F. BLANKENSHIP, an individual over the age of twenty-one (21) years, residing in Jefferson County, Alabama, (hereinafter referred to as "Trustee");

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration by him received, the Grantor has transferred and paid over and by these presence does hereby transfer, sell, set over, and assign unto the Trustee the mortgages now owned by Grantor recorded in the Probate Court of Jefferson County, Alabama, identified by Mortgagor, Book, Page, and Principal Balance as follows:

<u>Mortgagor</u>	<u>See Schedule A Attached Hereto</u>	<u>Book</u>	<u>Page</u>	<u>Principal Balance</u>
Wilbur O. Barth				\$3,435.64
Walter M. Jackson				\$3,919.82
William K. Murray (S. Palmer Keith, Jr.)				\$6,647.11
Raymond Smith				\$3,502.46
Lutheran Church				\$8,073.21
George M. Taylor				\$6,928.72
S. H. Trousdale				\$3,165.59
Total				\$35,672.55

together with that certain piece of real estate identified as 1000 16th Avenue, South, Birmingham, more particularly identified as West 60-ft of the South 140-ft of Lot 9 Walter and Robertson as recorded in the Probate Office of Jefferson County, Alabama. Tax E. Also known as 1000 16th Avenue, South, Birmingham, Alabama.

TO HAVE AND TO HOLD the same unto said E. F. Blankenship as Trustee in Trust nevertheless for the use and purposes, upon the terms and conditions and with the powers and duties hereinafter stated:

A. The Trustee shall transfer and deliver the entire net income from said trust estate to John De Clancy, Jr. for and during his lifetime. The Trustee shall transfer and deliver unto said John De Clancy, Jr. such sum or sums of principal as may be necessary so that when added to the income given to said John De Clancy, Jr.

will equal the sum of One Hundred Dollars (\$100.00) per week. The Trustee shall be free in his sole and unqualified discretion to distribute to said John De Clancy, Jr. such sum or sums of principal as may be necessary to cover any illness, accident, emergency or to otherwise provide for the support, maintenance, and comfort of said John De Clancy, Jr. as in the opinion of the Trustee may be to the best interest of said John De Clancy, Jr.

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B. John De Clancy, Jr. as beneficiary shall have no right or power either directly or indirectly to anticipate, charge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of all or any part of the income or principal of said trust estate until the same shall have been actually paid in hand to him by the Trustee. Neither the income nor the principal of said trust estate nor any part thereof be liable for any debts, claims, or obligations of any kind or character whatsoever, or to any legal process in aid thereof, contracted or incurred by or for said John De Clancy, Jr. without the express prior written consent and approval of the Trustee.

C. The Trustee shall hold and manage the property hereby conveyed to it and such other property as it may acquire pursuant to the power and authority herein given to it (all of which for convenience will hereinafter be referred to as "trust estate"), with full power to collect the income therefrom and from time to time to sell and exchange investments and to invest and reinvest said trust estate in such loans, bonds, stocks, common or preferred, common funds, mortgages, or other securities, whether so-called "legal" investments or not, as to said Trustee may seem suitable, and to change investments and to make new investments from time to time as to said Trustee may seem necessary or desirable.

In the event that the Trustee shall at any time acquire any real estate as a part of said trust estate, the Trustee shall hold and manage the same with full power to collect the income therefrom and from time to time to sell, exchange, lease for a period beyond the possible termination of the trust, or for a less period, improve, encumber, borrow on the security of, or otherwise dispose of, all or any portion thereof, in such manner and upon such terms and conditions as the Trustee may approve, and with full power to invest and reinvest the proceeds of sale or disposal of any portion thereof, in such loans, securities or other property, real or personal, whether so-called "legal" investments or not, as to the Trustee may seem suitable.



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The Trustee shall have power to determine whether any money or property coming into its 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 it may seem just and equitable.

Other and additional property may, with the consent of the Trustee, be made subject to the terms of this trust by transferring and delivering the same to the Trustee with written instructions to hold the same subject hereto.

I, John De Clancy, Jr. have consulted counsel in the preparation and execution of this instrument, and after such consultation and with clear understanding of the legal effect of so doing, hereby declare the trust hereby created to be irrevocable.

E. F. Blankenship has joined in the execution of this instrument for the purpose of evidencing his consent to act as Trustee hereunder.

IN WITNESS WHEREOF, the undersigned, John De Clancy, Jr. and E. F. Blankenship have joined in the execution of these presents, in duplicate, on the day and year herein first written.

John De Clancy, Jr.  
John De Clancy, Jr., Grantor

E. F. Blankenship  
E. F. Blankenship, Trustee

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Lucas M. Johnson, a Notary Public in and for said State and County, hereby certify that John De Clancy, Jr. whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand, this 27 day of April, 1965.

Lucas M. Johnson  
Notary Public

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Lucas M. Johnson, a Notary Public in and for said State and County, hereby certify that E. F. Blankenship, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand, this 27 day of April, 1965.

Lucas M. Johnson  
Notary Public

SCHEDULE A

WILBUR O. BARTH, as recorded in Map Book 5213, Page 219, in the Office of the Judge of Probate of Jefferson County, Alabama.

WALTER M. JACKSON, as recorded in Volume 231, Page 2, in the Office of the Judge of Probate of Autauga County, Alabama.

WILLIAM K. MURRAY, as recorded in Volume 259, Page 349, in the Office of the Judge of Probate of Shelby County, Alabama.

RAYMOND SMITH, as recorded in Volume 330, Page 236, in the Office of the Judge of Probate of Marshall County, Alabama.

LUTHERAN CHURCH, as recorded in Volume 365, Pages 553 and 555, in the Office of the Judge of Probate of Colbert County, Alabama.

GEORGE M. TAYLOR, as recorded in Volume 247, Page 396, in the Office of the Judge of Probate of Autauga County, Alabama.

S. H. TROUSDALE, as recorded in Volume 313, Pages 125-127, in the Office of the Judge of Probate of Colbert County, Alabama.

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
REAL 107 P715  
MAY 11 10 36 AM '55  
RECORDED & PAYING TAX  
& \$... HAS BEEN  
PD. ON 1. INSTRUMENT.  
*Ben McEach*  
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
5/22 1955  
RECORDED & PAYING TAX  
& \$... HAS BEEN  
PD. ON 1. INSTRUMENT.  
*C. M. Jaulley*  
JUDGE OF PROBATE