8397

INDENTURE OF TRUST

FOR

MRS. EULA M. SELF

THIS INDENTURE OF TRUST made and entered into this 13th day of March, 1963, by and between Mrs. Eula M. Self of the City of Birmingham, State of Alabama, hereinafter often referred to as thd Grantor, and the Bank for Savings and Trusts, of Birmingham, Alabama, hereinafter often referred to as the Trustee.

W I T N E S S E T H :

That, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations received by the Grantor, the Grantor has bargained, sold, transferred and conveyed, and by these presents does bargain, sell, transfer and convey, unto the Bank for Savings and Trusts the property described in Exhibit "A" hereto attached and made a part hereof by reference.

TO HAVE AND TO HOLD the same unto the said Bank for Savings and Trusts (and to such successor corporation having trust powers as shall succeed the business of said Bank by purchase, merger, consolidation or change of charter or name), BUT IN TRUST NEVERTHELESS, for the uses and purposes, upon the terms and conditions, and with the powers and duties hereinafter stated.

Item One: The Trustee shall hold and manage the property hereby conveyed and such other property as it may acquire pursuant to the power and authority herein given (all of which for convenience, will hereinafter often be referred to as the "Trust Estate"), with full power to collect the income therefrom, and, from time to time, to sell and exchange investments, to invest and reinvest said Trust Estate in such loans, bonds, stocks, common or preferred, common funds, participations in any common trust which said Trustee may create or have in being for participation in by its trust funds, first mortgages on real estate, or other

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property, whether real, personal, or mixed, whether a so-called "legal" investment or not, as said Trustee may deem suitable for the benefit of the trust estate and the Grantor, and to change investments, make new investments from time to time as to the said Trustee may seem necessary or desirable.

Item Two: The Trustee shall hold the property constituting the trust estate for the use and benefit of the Grantor for her life, and during the term of this trust, the Trustee at its discretion shall use and apply for the maintenance, care, comfort and support of the Grantor such part of the net income and/or principal or corpus of said trust estate as the Trustee in its sole and absolute discretion deems necessary or desirable, for the maintenance, care, comfort and support of said Grantor. The Trustee at its sole and absolute discretion shall be empowered to use any or all amounts of income and/or principal, whether current income or the accumulation of prior income, and shall if necessary use all of the principal or corpus for the reasonable support, maintenance and comfort of said Grantor during her lifetime.

During the term of the trust, the Trustee, at its sole and absolute discretion, may pay such income and/or principal as the Trustee deems best for the maintenance, care, comfort of said Grantor in any one or more of the following ways:

1. Directly to the said Grantor.
2. To the legal guardian of said Grantor, should she have one appointed.
3. To a relative of said Grantor to be expended by such relative for the maintenance, comfort, benefit and support of said Grantor.
4. By expending the same directly for the maintenance, care, comfort and support of said Grantor.

Item Three: Upon the death of the Grantor, the Trustee shall pay the expenses of Grantor's last illness and proper burial, and shall transfer and pay over all of the then income and principal of said trust estate to the person or persons, or to the estate of the Grantor, in such manner and in such proportions as the Grantor shall direct, designate or appoint in her last will and testament; provided, however, that if the Grantor shall die in testate or shall fail to direct, designate or appoint the trust estate, then all of the then income and principal shall be paid over and distributed, free of the trust, to those person or persons who would be the Grantor's heirs and in the same proportions as designated by the then laws of testacy of the State of Alabama.

Item Four: During the term of the trust, the Trustee shall have the power to improve, repair, lease, rent for improvement or otherwise, for a term beyomd the possible termination of this trust, or for any less term, either with or without option to purchase, and to let, exchange, release, partition, vacate, or dedicate or adjust the boundaries of any real estate constituting the part of said trust estate. It shall be empowered to borrow money for such time and upon such terms as it sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held for it hereunder, and take mortgages or pledge agreements therefor. The Trustee shall be empowered to keep any property constituting any part of said trust estate properly insured against fire and tornado and other hazards, pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and generally to pay all of the expenses of the trust incurred in the exercise of the power invested in it, which in its judgment may be proper or necessary.

The Trustee shall have the power to make divisions and distributions hereunder provided for, either in cash or in kind, or partly in cash or partly in kind, and for that purpose to determine the values thereof, and to determine the identity of persons entitled to take hereunder. The Trustee shall have the power to vote in person or by proxy upon all stocks

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held by it, to unite with other owners of similar property in carrying out any plans for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such terms as it shall deem proper, to assent to the consolidation, merger, dissolution or reorganization of any such corporation, to lease the property or any portion thereof of such corporation or any other corporation, to pay all assessments, expenses and sums of money as it may deem expedient for the protection of the interest of the trust estate as the holder of such bonds, stocks, or other securities, and generally to exercise in respect to all securities held by it the same rights and powers as are or may be exercised by persons owning similar property in their own right. The Trustee shall have the power to institute and defend any and all suits and legal proceedings relating to the said trust estate in any court, and employ counsel and to compromise and submit to arbitration all matters of dispute in which said trust estate may be involved, as in its judgment may be necessary or proper.

At any time or from time to time, the Trustee shall have the power to advance money to the trust estate from its funds for any purpose of purposes of the trust, and may reimburse itself for the money advanced and interest thereon from the trust property or from any funds belonging to the trust property thereafter coming into its custody from any source.

The Trustee shall have the power to pay from and out of 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 Trustee, 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 purpose of paying such expenses to pay the same from the corpus of the trust estate.

The Trustee shall have the power to determine whether any money or property coming into its hands shall be treated as part of theprincipal of the trust estate or as 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. The Trustee shall also be empowered to execute and deliver any and all contracts, conveyances, transfers, leases, or other instruments, and to do all acts necessary and desirable in the execution of the powers herein vested in it.

Further 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.

The Bank for Savings and Trusts, as Trustee hereunder, shall receive as compensation for its services a sum equal to an annual fee of ten per cent (10%) of the gross income of the trust estate. In computing its fee, the said Bank for Savings and Trusts shall only consider income from property conveyed to it as Trustee, said Bank for Savings and Trusts may receive Social Security or annuity monthly checks, and it agrees that no compensation shall be charged on said monthly Social Security or annuity checks received by it.

The Grantor has consulted counsel in the preparation and execution of this instrument, and after such consultation and with a clear understanding of the legal effects in so doing, hereby declares the trust hereby created to be irrevocable for her lifetime. The Bank for Savings and Trusts has joined in the execution of this instrument for the purpose of evidencing its consent to act as Trustee hereunder.

Mrs. Eula H. Self is a widow.

IN WITNESS WHEREOF, the undersigned, Eula M. Self, as Grantor and the Bank for Savings and Trusts, as Trustee, have joined in the execution of this instrument this the 13th day of March, 1963.

Eula M. Self
Eula M. Self, Grantor
Bank for Savings and Trusts
By W. Cassell Stewart
Vice President & Trust Officer Trustee

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, C. V. Stelzenmuller a Notary Public in and for said County and State, hereby certify that Eula M. Self, 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 the same, she executed the same voluntarily on the day the same bears date.

Given under my hand, this 13th day of March, 1963.

C. V. Stelzenmuller
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, [illegible] a Notary Public in and for said County and State, hereby certify that W. Cassell Stewart whose name as Vice President Trust Officer of the Bank for Savings and Trusts, a corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this 14 day of March, 1963.

[illegible]
Notary Public

My Commission Expires July 24, 1963

EXHIBIT "A" TO THE INDENTURE OF TRUST BETWEEN EULA M. SELF, AS GRANTOR, AND THE BANK FOR SAVINGS AND TRUSTS, AS TRUSTEE, DATED THIS 13th DAY OF MARCH, 1963.

Item One: An undivided one-half (½) interest in the following described real property situated in the City of Decatur, Morgan County, Alabama:

> Lot 3, Block 11, of Addition 3 of the Decatur Land Improvement and Furnace Company, to Decatur, Alabama, as shown in the map of record in the office of the Judge of Probate of Morgan County, Alabama.
>
> Also the Grantor's interest in that certain lease on said property from Grantor and E. W. Patterson to Lee Damsky as Lessee, executed on to-wit: January 30, 1962.

Item Two: Savings Account in the Bank for Savings and Trusts standing in the name of Eula Self and Ruby Gast, but which isthe property of Eula Self, in the amount of $1,398.75.

Item Three: House and lot situated at 1207 South 15th Street, in the City of Birmingham, Jefferson County, Alabama, more particularly described as follows, to-wit:

> That part of Lot 7 in Block 5 in the Survey of Pehlan's additon to the City of Birmingham, more particularly described in the deed to Eula R. Morris, recorded in Volume 929, Page 49, in the Probate Office of Jefferson County, Alabama.

Item Four: Mortgage in the face amount of $2,750.00 recorded in Book 271, Page 494 in the Office of the Judge of Probate of Shelby County, Alabama executed by William R. Jones, Jr. and wife, Lee Thomas Jones to Grantor, mortgaging the following described real property situated in Shlby County, Alabama:

> The NW¼ of NE¼; the W½ of NE¼ of NE¼; all that part of the W½ of SE¼ of NE¼ lying north of the Columbiana and Tuscaloosa Road, all in Section 3, Township 22, Range 3 West, Shelby County, Alabama.

Item Five: Forty shares of 4.20 % preferred stock of Alabama Power Company as represented by certificates numbered as follows:

A05784R	5 Shares
A020404	10 Shares
A020047	25 Shares

Item Six: Social Security checks periodically payable to Grantor from the United States Government.

THE STATE OF ALABAMA,
JEFFERSON COUNTY

PROBATE COURT

I, the Undersigned, as Judge of the Court of Probate, in and for said County, in said State, hereby certify that the foregoing contains a full, true and correct copy of the

Trust Deed from Mrs Eula M. Self
to Bank for Savings and Trusts

together with the filing of same as appears of record in this office in Vol. 6833 Record of Deeds on page 80.

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8 Pm
9-9 1966
RECORDED & $ MTG. TAX
$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Conrad M. Fowler
JUDGE OF PROBATE

Given under my hand and official seal, this the 29th day of August, 1966.

J Paul Meeks
Judge of Probate.

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