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THIS AGREEMENT AND INDENTURE OF TRUST made and entered into the 28th day of December, 1962, by and between Jadie A. Brown, Jr. of Montevallo, Alabama, hereinafter sometimes referred to as Settlor, and Exchange Security Bank, of Birmingham, Alabama, and Mary Lee Garrett Brown of Montevallo, Alabama, together hereinafter sometimes referred to as Trustees

WITNESSETH

That for and in consideration of the sum of One (\$1.00) dollar and of the love and affection which Settlor bears to the beneficiary hereinafter named (being a minor child of Settlor) the said Jadie A. Brown, Jr. has granted, bargained, sold and conveyed, and does, by these presents, transfer unto Exchange Security Bank and Mary Lee Garrett Brown as Trustees, and to their successors and assigns forever, the property described in Exhibit "A" hereto, the same being herein incorporated by reference as though the description of said property were fully set forth in this instrument, said property to be held, managed and distributed by the said Trustees, all for the benefit of Pamela Sue Brown, a minor daughter of Settlor.

TO HAVE AND TO HOLD the same (together with such additional property as may from time to time be added under the provisions hereof) unto Exchange Security Bank, of Birmingham, and Mary Lee Garrett Brown, their successors and assigns, for the uses and purposes and upon the terms and conditions hereinafter stated:

1. Trustees shall hold and manage the property transferred and conveyed to them hereby and all other property acquired by them pursuant to the power and authority herein given (all of which will hereinafter be referred to as the trust estate or trust property) and shall collect the income therefrom until the said Pamela Sue Brown, the beneficiary hereof, shall reach the age of twenty-one years and shall expend so much of the trust property and of the income therefrom for her benefit (as hereinafter further defined) as may, in the sound discretion of trustees, be advisable. Such expenditures may be for the support, maintenance, comfort, education, travel or any other use of direct benefit to said beneficiary, all of which shall be considered within the meaning of the term "benefit" as hereinabove used. Such funds may be paid to the mother of said beneficiary for the application to said beneficiary's direct benefit or may be, by trustees, applied directly to the payment of any charges rendered by any person or firm furnishing any of the benefits so described to the said beneficiary. After the said beneficiary shall have reached the age of eighteen (18) years, such sums as in the trustees' discretion be deemed appropriate may be paid directly to said beneficiary by the trustees and trustees shall be credited with such payment, notwithstanding the legal disability of nonage of said beneficiary at the time of said payment. Any income not expended for the benefit of the beneficiary shall be accumulated by the trustees and may be by them invested under the investment powers hereinafter set forth.

2. When the said Pamela Sue Brown shall reach the age of twenty-one (21) years, the trust hereby created for the benefit of said beneficiary shall terminate and trustees shall thereupon pay over and deliver unto said beneficiary free of further limitation of any kind, all of the trust property then held, including corpus, additions thereto, accumulated income and investments thereof and trustees shall thereupon stand discharged. In the event of the death of the beneficiary before reaching the age of twenty-one years, said

trust property shall pass to the estate of said beneficiary.

3. Trustees shall hold and manage the property hereinabove described and all such other property as they may acquire pursuant to the power and authority herein given to them, 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 the 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 the said trustees may approve and with full power to invest and reinvest (and to sell for reinvestment) all or any portion of the corpus of said trust estate or the income therefrom, and the proceeds of sale or disposal of any portion thereof in any such loans, stock, bonds or other securities, mortgages, participation in mortgages, common trust funds, or other property, real or personal, as to the said trustees may seem suitable, and to change investments and to make new investments from time to time as to the said trustees may seem necessary or desirable. Trustees may continue to hold any property originally received by them as a part of the trust estate so long as they shall consider the retention thereof for the best interest of the trust. In the disposition of any property constituting a part of the trust estate, 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 interest of the trust. The proceeds of any of the trust property sold by trustees and all property acquired by investment or reinvestment, shall constitute a part of the trust property or estate as if originally conveyed by Settlor in trust hereunder, with full power in trustees of investment, reinvestment, sale and distribution and with all other powers, authority and rights as to corpus and income as if part of the corpus originally thus conveyed. Trustees may in their sole discretion cause any property which may, from time to time, constitute the trust estate to be registered in their own name, or in the name of the corporate trustee's nominee, and to mingle any such property which may now or hereafter constitute the trust estate with other property held by trustees in other trusts created by Settlor. Trustees shall have the power to institute and defend any and all legal proceedings relating to the said trust estate in any court and to employ counsel and to compromise or submit to arbitration any matters of dispute in which said trust estate may be involved as in their judgment may be necessary or proper. Trustees shall have the power and authority to borrow money for the benefit of the trust estate on such terms as may to trustees seem suitable and proper and may pledge, hypothecate or mortgage the trust estate or any part thereof in connection with any such loans made. Trustees shall have the power to invest in (or keep as investments) undivided interests in property whether real or personal, including such undivided interests in property in which other undivided interests are owned or held as parts of the corpora of other trusts held by trustees, and to make improvements thereto or upon the same, to maintain and rebuild buildings and other improvements and to use other assets of the trust for such purposes. They shall further have the power and authority to discharge in whole or in part any indebtedness incurred by them under the provisions of this instrument by the liquidation and application of any asset of the trust estate where such course is deemed by them to be in the interest of the trust estate. Trustees shall have the power and authority to vote, either in person or by proxy, any corporate stock held by them either as a part of the original corpus of the trust estate or later acquired by them and in connection therewith to participate in any reorganization, recapitalization, merger, dissolution or other such corporate proceedings as fully as though said stock were held by a natural person.

4. Exchange Security Bank, of Birmingham, shall receive as compensation for its services as trustee hereunder such sum as may be agreed upon from time to time between said trustees. Mary Lee Garrett Brown, the wife of Settlor, shall receive no compensation for her services in the capacity of trustee.

5. It is the purpose and intention of Settlor to divest himself of any right, title or interest which he may have in the property transferred to trustees under the terms and conditions of this instrument, it being specifically intended that Settlor retains no reversionary interest or possibility of reverter.

6. Additional property may be added to the trust estate from time to time by Settlor and in the event of any such addition, the same shall be governed by the provisions hereof as though originally a part of the trust estate hereinabove originally described.

IN WITNESS WHEREOF, the Settlor, Jadie A. Brown, Jr., has executed the within trust agreement and indenture and hereunto set his hand and seal and the trustees, Exchange Security Bank and Mary Lee Garrett Brown, have executed this instrument and likewise set hereunto their hands and seals this 7th day of December, 1962.

Jadie A. Brown Jr.
Jadie A. Brown, Jr., Settlor

We the above named trustees do hereby accept appointment as trustees according to the terms and conditions hereinabove set forth and do hereby acknowledge receipt of the trust property specifically described in the foregoing instrument.

EXCHANGE SECURITY BANK

By Willard L. Husley
Its Vice President & Trust Officer

Mary Lee Garrett Brown
Mary Lee Garrett Brown

EXHIBIT "A"

An undivided one-sixth (1/6) interest in and to the following described real property located in the City of Montevallo in Shelby County, Alabama, and more particularly described as follows:

A part of the SW quarter of the NW quarter of Section 3, Township 24 Range 12 East, more particularly described as follows: Begin at the SW corner of the SW quarter of the NW quarter of said section and run North 1 degree west 352 feet to the center line of the Southern Railway right of way; thence turn an angle of 67 degrees 40 minutes to the right and run along the center line of said right of way 853.7 feet to the point of beginning; from the point of beginning thus obtained turn an angle of 91 degrees 30 minutes to the left from the continuation of said line of said right of way and run 68 feet to a point on the east boundary of Shelby Street; thence turn an angle of 38 degrees to the right and run along said east boundary of Shelby Street 224.4 feet to a point; thence turn an angle of 55 degrees 20 minutes to the right and run 198.5 feet to the next point; thence turn an angle of 85 degrees 40 minutes to the right and run 248.2 feet to the center line of the Southern Railway right of way; thence turn an angle of 92 degrees 40 minutes to the right and run 345 feet to the point of beginning; subject to the rights of Shelby County, Alabama, contained in instrument recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 201 at Page 226, and subject to the rights of Southern Railway Company to that portion of the above described premises which lie upon or over its said right of way.

Grantor simultaneously herewith has executed a deed to the trustees of the above described property.

STATE OF ALABAMA
COUNTY OF SHELBY
INSTRUMENT WAS FILED
1977 MAR 23 PM 11:33
U.C.C. FILE NUMBER OF
REC. ENCL. PAGE AS SHOWN ABOVE
JAMES H. HARRIS, JR.
JUDGE OF PROBATE

BOOK 201 PAGE 654