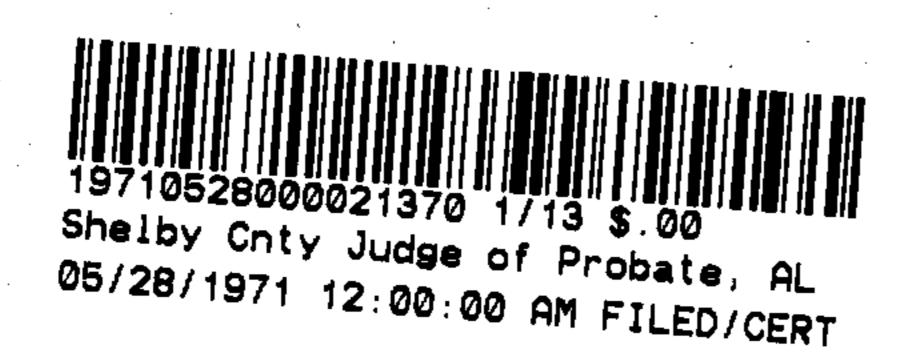
INDENTURE OF TRUST

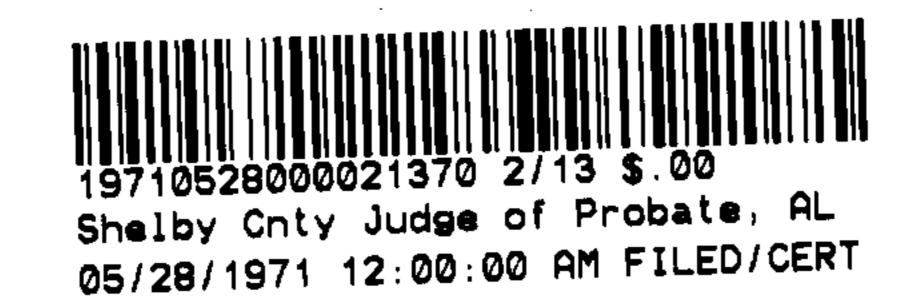
Fred H. Davis, a resident of Centreville in Bibb County, Alabama, has contracted to purchase from Kimberly-Clark Corporation such real property described in Exhibit "A" hereto for the sum of \$1,087,800 payable \$250,000 cash on closing and the balance of \$837,800 secured by a Purchase Money Mortgage payable in seven equal annual installments, with the first installment being due on May 28, 1972. Interest on the unpaid principal balance is payable on the same dates as principal payments at a rate 1/2 of 1% above the weighted average of the prime rate of interest of the Chase Manhattan Bank of New York prevailing in the 12 months preceding each annual payment; and

WHEREAS, the parties hereto have agreed that promptly upon procuring title to the said real property and executing the Purchase Money Mortgage therefor, Fred H. Davis and his wife, Robena Davis, will convey the said real property to the trustees for the same consideration as hereinabove set out, by paying to the said Fred H. Davis \$250,000 and will assume the obligation of the Purchase Money Mortgage hereinabove referred to; and

WHEREAS, for the purpose of insuring the said Fred H. Davis against any liability on the Purchase Money Mortgage over and above his pro rata share of such obligation, each of the parties hereto confirms and agrees to pay that percentage of each installment on said mortgage which is equal to such party's percentage interest in the land described herein; and

WHEREAS, it is contemplated that in addition to the initial cash payment of \$250,000, the trustees will need an additional \$70,000 for the purpose of paying miscellaneous costs and fees incident to the above transactions and providing funds for expenditure by the trustees as herein provided; and





WHEREAS, in buying said real property it is the intention of the parties to hold said real property as tenants in common by and in such form as to avoid the disadvantages of tenancy in common and to facilitate transactions in connection therewith without the need of procuring the signatures of all of the parties to this agreement:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration by the grantors received, the undersigned grantors do hereby transfer and pay over unto Exchange Security Bank, Birmingham, Alabama, (and such successor corporation having trust powers as may succeed to the business of said bank by purchase, merger, consolidation, change of charter or name), C. W. Walter and John H. Brewer, as trustees, the sum of \$320,000, to have and to hold the same and such other property as they may acquire pursuant to the power and authority herein given them, but in trust, nevertheless, for the uses and purposes upon the terms and conditions and with the powers and duties hereinafter stated.

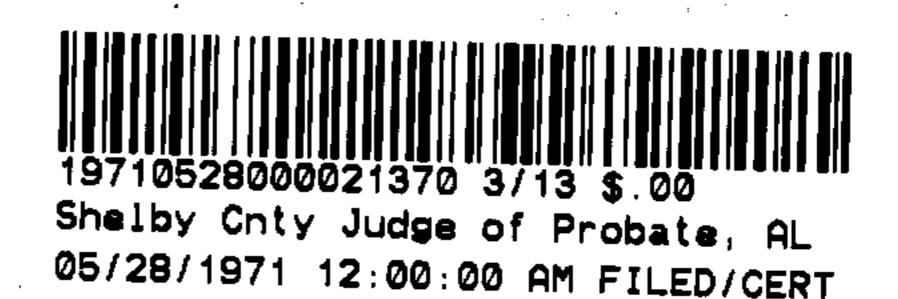
1. The primary purpose of this trust is to purchase the real property described in Exhibit "A" hereto and to hold title to the same subject to the direction of majority in interest of the parties hereto, their heirs, devisees or assigns, the respective parties and their respective interests being as follows:

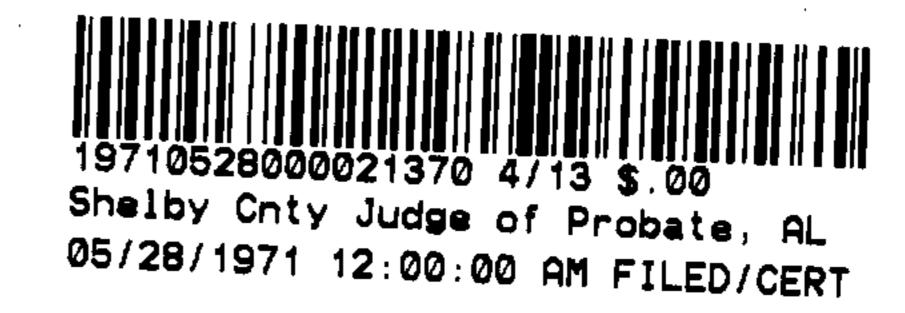
C. W. Walter	20%
Fred H. Davis	
W. W. McTyeire, Jr.	25%
Kathartha Markey	5%
Katherine M. McTyeire	5%
Hugh H. Armstrong	5%
William W. Osborne	5%
Darnell Brawner	-
John J. Rauers	5%
John B. Adams	2 1/2%
Toba U Dans	2 1/2%
John H. Brewer	4%
William M. Spencer, III	5%
Bertha Spencer Ringland	5%
Richard S. Riley	2 1/4%
Lee B. Lloyd	
Ralph B. Tate	1 1/4%
John P. Ansley	1 1/4%
D Ecotor Bridge	1 1/4%
R. Foster Etheredge	1 1/4%
S. R. Starnes	1 1/4%
H. Hobart Grooms, Jr.	1 1/4%
Ollie L. Blan, Jr.	_
	1 1/4%

O

This trust is merely to effect a title holding device and it is contemplated by the parties hereto that this trust is not one of a business nature, but is one merely for the holding of title. This Indenture of Trust shall not be deemed to be, create or evidence the existence of a corporation de facto or de jure or a naked trust or association in the nature of a corporation de facto or de jure, or joint ownership by or between the trustees and the parties hereto or by and between the parties hereto.

- 2. The trustees shall purchase the property described in Exhibit "A" hereto in accordance with the procedure hereinabove set forth and shall have full power to take and hold title to said real property, to execute all documents appropriate to the transaction, and to pay from the trust such funds as are necessary to consummate the sale and to pay all obligations of the parties hereto in connection with said purchase.
- 3. The trustees shall have full power to assess the said real property for taxation, to receive contributions from the parties in interest in their respective proportionate interest for the payment of taxes, mortgage payments as they fall due, and other assessments that may be agreed upon by a majority in interest.
- 4. The trustees shall give notice in writing to each of the parties in interest at least 60 days before the ad valorem taxes become delinquent as to the amount of contribution required from each party for the payment of taxes, and at least 60 days before any installments become due on the Purchase Money Mortgage as to the amount of contribution required from each party for such mortgage payments, and at least 60 days before any assessment directed by a majority in interest is required as to the amount of the assessment required from each party. Each party in interest hereto agrees, upon such request in writing from the trustees sent by mail to each party at the addresses indicated opposite their respective signatures, to promptly deposit with





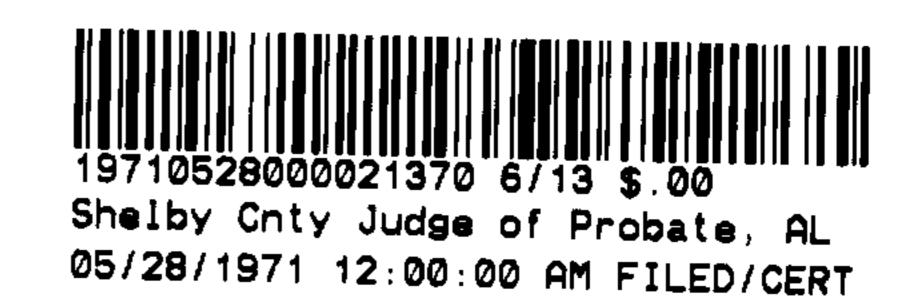
the trustees their prorated part of such taxes, mortgage payment, or other sums assessed against them. If any party in interest fails to deposit with the trustees his prorated share of the deposit required within 15 days prior to the date designated in the notice, said party in interest shall be deemed to be in default, and the trustees are authorized to borrow sufficient funds to fulfill such party's obligations, and if the same is not repaid by the defaulting party within 30 days from the date of default, the trustees shall be deemed to have a lien upon the entire interest held in this trust for such defaulting party, and the trustees shall foreclose against the interest of such party in default by offering the same for sale at public auction at the Courthouse in the City of Columbiana, Alabama, after first giving notice of the time, place and purpose of said sale by advertising it once a week for three successive weeks in a weekly newspaper in Shelby County, Alabama, and the proceeds of such sale shall be applied first in payment of the expenses of such sale, including a reasonable attorney's fee, next in payment of the obligation incurred by the trustees, and any excess shall be paid over to the party whose interest is sold.

- 5. The trustees shall perform such ministerial duties as shall be delegated to them by the majority in interest, but shall incur no liability for default of any mortgage payment, or default in payment of taxes, and shall be released from any liability relating to any matters performed by it in accordance with the instructions of a majority in interest. The corporate trustee shall be entitled to reasonable compensation for its services; the individual trustees shall serve without compensation.
- 6. The trustees shall have no power to accumulate any income or profits derived from any sale or disposition of the real property described in Exhibit "A", but shall be required to make prompt distribution thereof to the parties hereto as their respective interests appear.

- 7. Any trustee, including the corporate trustee, may resign at any time upon 60 days notice in writing to the parties in interest, and upon such resignation the majority in interest shall designate a successor trustee in writing, which writing must be in such form and so acknowledged as to be entitled to be filed for record in the Probate Office of Shelby County, Alabama. If the resigning trustee is the corporate trustee, it shall assign, transfer, pay over and deliver to its designated successor, which shall also be a corporation having trust powers, the funds and properties then constituting the trust. The majority in interest shall also have power to remove any or all of the trustees on written notice to said trustee by the parties in interest of the majority interest, and such written notice of removal shall designate a successor trustee, which written removal must be in such form and so acknowledged as to be entitled to be filed for record in the Probate Office of Shelby County, Alabama, provided only, that upon removal of the corporate trustee, a successor corporate trustee shall be designated in its stead, and the corporate trustee shall assign, transfer, pay over and deliver to the successor corporate trustee the funds and properties then constituting the trust.
- 8. In addition to their other powers herein granted, and expressly subject to the limitations as set forth above, the trustees shall have the following ministerial powers, which, unless otherwise limited, may be exercised by the trustees, without approval of the parties in interest:
 - a. To compromise, adjust and settle in their discretion any claim in favor of or against said trust estate.
 - b. To collect the income therefrom and to pay the same to the parties in interest in respect to their proportionate interests.
 - c. To sell, convey or exchange the real property of the trust, provided that any such transaction shall be approved by the parties hereto holding a majority



Shelby Cnty Judge of Probate, AL 05/28/1971 12:00:00 AM FILED/CERT



in interest, and the signatures of the parties holding a majority in interest on such conveyance, or other document, shall be sufficient evidence of such approval.

- d. To make temporary investments of funds which the trustees may hold from time to time pending expenditure or distribution of same in savings accounts or United States Government Securities, or other temporary investments selected by the trustees.
- e. To hire agents, attorneys, accountants, foresters, engineers, geologists, consultants or other specialists who can assist in the holding, maintaining and conserving of the trust.
- 9. This trust may be altered, amended, revoked or terminated by instruments in writing executed by the majority in interest hereof, and it shall terminate if not previously terminated, when all of the real property described herein is sold and conveyed and the proceeds of the sales less expenses distributed to the parties hereto as their respective interests appear.

The trustees hereby accept the trust herein created.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 242 day of May . 1971.

75	C. W. Walter	BIMAN ALA 35223
330 CAGE	Fred H. Davis	BOX 35 CENTREVILLE ALA
800×2	W. W. McTyeire	#218-01d Leeds R/. Birminghum, ALH.
	Katherine M. McTyeire	Berninghom alu 35213

JOS E. 38 5 STREET Hugh H. Armstrong Osborne Darnell Brawner 22 Etot Oglethope Due Swamph Beorge -John B. Adams 9/37 Warmoton Ra. John H. Brewer William M. Spencer, Bertha Spencer Ringland Ralph B. Tate Burning Rame, Ma 35223 John P. Ansley R. Foster Etherødge Shelby Cnty Judge of Probate, AL 05/28/1971 12:00:00 AM FILED/CERT

	05/28/19/1 12:00:00 AM FILED/CERT
Lee B. Lloyd	2615 April Pring. Birmingham, Ala 35245
	404 Hans Blood, Rumiglan Ceon
Ollie L. Blan, Jr.	Biham, Ala. 35223
ATTEST: ASSISTANT TRUST OFFICER John & Concerns	EXCHANGE SECURITY BANK By Brown TRUST OFFICER C. Man Description

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Shelby Cnty Judge of Probate, AL

Exchange Security Bank executes the within instrument solely in the representative capacity named and expressly limits its liability hereunder to the property now or hereafter held by it in such capacity.

C. W. WALTER, as Trustee

C. W. Walter and John H. Brewer wherein they have executed the within instrument in their representative capacity named, expressly limit their liability hereunder when acting as Trustees to the property now or hereafter held by them in such capacity. When acting as individual parties hereto, their liability shall be as herein expressed.

STATE OF ALABAMA JEFFERSON COUNTY

JOHN H. BREWER, as Trustee

I, Majather, a Notary Public in and for said County, in said State, hereby certify that C. W. WALTER whose name is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day, that being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26 day of //2-1. 1971. Motary Public

My Commission

Physical 1-16-72

STATE OF ALABAMA BIBB COUNTY

I() Lune () And a Notary Public in and for said County. in said State, hereby certify that FRED H. DAVIS whose name is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2/1 day of

h a . . . 1971. Notary Public

STATE OF ALABAMA JEFFERSON COUNTY

My Commission Expires February & 1978

I, Minmille Amiel, a Notary Public in and for said County in said State, hereby certify that W. W. MCTYEIRE, JR. and KATHERINE M. MCTYEIRE, whose names are signed to the foregoing Indenture of Trust, and who are known to me, acknowledged before me on this day, that being informed of the contents of the same, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26 day of

1971.

I, Said County, in said State, hereby certify that HUGH H. ARMSTRONG whose name is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 35 day of

Notary Public

STATE OF GEORGIA COUNTY OF Challen Notary i ublic, Chatham County, Ga. My Commission Expires June/2, 1971

I, a Notary Public in and for said County, in said State, hereby certify that WILLIAM W. OSBORNE whose name is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 35 day of

Rugher Public Notary Public

Notary Public, Chatham County, Ga. My Commission Expires June 2, 1971

STATE OF GEORGIA COUNTY OF

I, And State, hereby certify that DARNELL BRAWNER whose name is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 35 day of

Notary Public

Notary Public, Chatham County, Ga. My Commission Expires June/2, 1971

STATE OF GEORGIA COUNTY OF

I, Notation and for said County, in said State, hereby certify that JOHN J. RAUERS whosename is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this I day of

Motary Public

Notary Public, Chatham County, Ga. My Commission Expires June/2, 1971

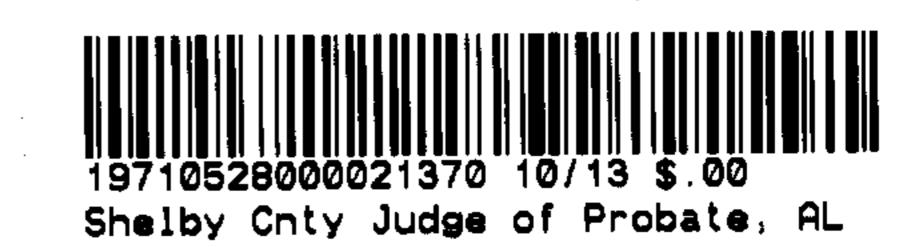
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STATE OF GEORGIA COUNTY OF COUNTY

I, Said State, hereby certify that JOHN B. ADAMS whose name is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 35 day of

Notary Public

Notary Public Line in County, Ga.

My Commission Expires June 2, 1971

STATE OF ALABAMA JEFFERSON COUNTY

I, And John A. a Notary Public in and for said County, in said State, hereby certify that JOHN H. BREWER whose name is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24 day of Notary Public Notary Public Notary Public Linguist, 1972.

STATE OF ALABAMA JEFFERSON COUNTY

I, Marches, a Notary Public in and for said County, in said State, hereby certify that WILLIAM M. SPENCER, III, whose name is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26 day of

Notary Public

My Commission

experse 1-16-72.

STATE OF ALABAMA JEFFERSON COUNTY

I, And State, hereby certify that BERTHA SPENCER RINGLAND whose name is signed to the foregoing Indenture of Trust, 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 and official seal this $\frac{26}{26}$ day of $\frac{1971}{1971}$.

Notary Public My Commission expire 1-16-72. Given under my hand and official seal this 26 day of

1971.

Mynelle Smith

Notary Public

STATE OF ALABAMA

JEFFERSON COUNTY

Physica 1-16-22,

County, in said State, hereby certify that RICHARD S. RILEY, RALPH B. TATE, JOHN P. ANSLEY, R. FOSTER ETHEREDGE, S. R. STARNES, H. HOBART GROOMS, JR., and OLLIE L. BLAN, JR., whose names are signed to the foregoing Indenture of Trust, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the same, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26 day of

My Commission expense 1-16-72

STATE OF ALABAMA JEFFERSON COUNTY

I, Marce Semith, a Notary Public in and for said County, in said State, hereby certify that BLBROWN whose name as TRUST COMMENS OF EXCHANGE SECURITY BANK, is signed to the foregoing Indenture of Trust, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Exchange Security Bank.

Given under my hand this 27 day of ynam, 1971.

MY COMMISSION EXPIRES APRIL 15, 1975

Notary Public

STATE OF ALABAMA JEFFERSON COUNTY

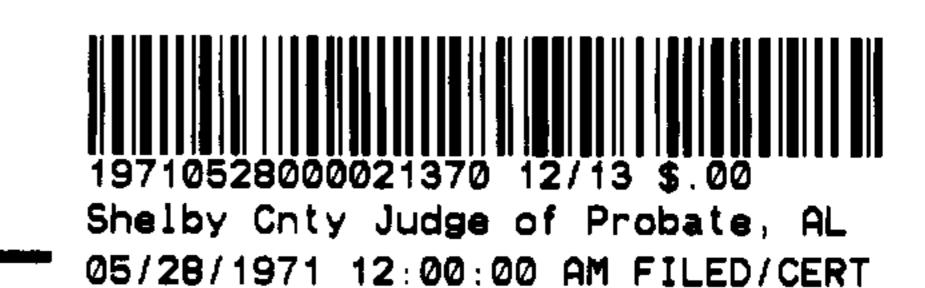
I, Manually, a Notary Public in and for said County, in said State, hereby certify that C. W. WALTER and JOHN H. BREWER, whose names, as trustees, are signed to the foregoing Indenture of Trust and who are known to me, acknowledged before me on this day, that being informed of the contents of the same, they as such trustees executed the same for and as their act as such trustees.

Given under my hand this 26 day of May, 1971.

19710528000021370 11/13 \$.00 Shelby Cnty Judge of Probate. All

Shelby Cnty Judge of Probate, AL 05/28/1971 12:00:00 AM FILED/CERT

My commission experience 1-16-72,



SHELBY COUNTY

Section 2, Township 18, Range 1E

Section 9, Township 18, Range 1E

Section 19, Township 18, Range 1E 262 acres

Section 28, Township 18, Range 1E 320 acres

Section 30, Township 18, Range 1E 95 acres

Section 31, Township 18, Range 1E

Section 32, Township 18, Range 1E 540 acres

Section 34, Township 18, Range 1E 360 acres

Section 25, Township 18, Range 1W

Section 35, Township 18, Range 1W

Section 36, Township 1.8, Range 1W 520 acres

Section 5, Township 19, Range 1E 640 acres

Section 7, Township 19, Range 1E 638 acres

Section 1, Township 19, Range 1W 280 acres

Section 2, Township 19, Range 1W 640 acres

Section 3, Township 19, Range 1W 80 acres

Section 10, Township 19, Range 1W

Section 11, Township 19, Range 1W 540 acres

Ny of Swy.

SW4 of SW4.

All of section south and east of eastermost ridge or mountain, old ridge road to be the dividing line.

St of NWt, Nt of SWt, and SEt.

That part of section described as follows: Begin at intersection of old ridge road running along crest of Double Oak Mountain with west section line, thence south along section line 24 chains, more or less to old woods road, thence northeasterly along old woods road to north section line, thence west along section line 27 chains, more or less, to old ridge road running along crest of Double Oak Mountain, thence southwesterly along old ridge road to point of beginning.

SE% of SE%.

SEX of NWX, EX of SWX of NWX, SWX SEX and NEX.

SW% of NW%, W% of SW%, NE% of SW%, SW% of SE%, and N% of N%.

That part of SE% of NE% lying East of the crest of Double Oak Mountain, that part of SE% of SW% lying east of the crest of Double Oak Mountain, E% of SE%, that part of NW% of SE% lying East of the crest of Double Oak Mountain, and SW% of SE%.

That part of SEŁ of NEŁ lying East of the crest of Double Oak Mountain and that part of the SEŁ lying East of the crest of Double Oak Mounatin.

NEt, NWt, SWt, NWt of SEt.

All of section.

All of section except 2 acres deeded by 157/335 to Division of Forestry for tower site in E½ of NWL.

SWk of NEk, NWk, and Nh of SWk.

All of section.

SE% of NE% and NE% of SE%.

All of section except NW% and NW% of SW%.

Ny of NEt, SWt of NEt, NWt, SWt, Sy of SEt, and Whof NWt of SEt.

Section 12, Township 19, Range 1W 80 acres

Section 13, Township 19, Range 1W 640 acres

Section 14, Township 19, Range 1W 640 acres

Section 15, Township 19, Range 1W 360 acres

Section 16, Township 19, Range 1W 80 acres

Section 22, Township 19, Range 1W 220 acres

Section 28, Township 19, Range 1W 150 acres

Section 19, Township 20, Range 2W 160 acres

Section 20, Township 20, Range 2W 120 acres

Section 21, Township 20, Range 2W 360 acres

Section 29, Township 20, Range 2W 480 acres

St of SEt.

All of section.

All of section.

NW% of NE%, NW%, N% of SW%, SW% of SWk, and SEk of SEk.

SE% of NE% and NE% of SE%.

Ex of NEt, SWt of NEt, Ex of SWt of SWk, and Ny of SEk.

E½ of SWk and W½ of SEk, except 10 acres in the northeast corner of the NW% of SE%.

Et of NEt, SWt of NEt and SEt of NWt.

E% of SE% and SW% of SE%.

N's of NEt, SWt of NEt, SWt and Wh of SE%.

Et of Section, SEt of NWt, Et of SWk and SWk of SWk.

