

Prepared By

Thomas S. Lowery  
Attorney at Law  
1723 Center Point Road  
Birmingham, Alabama 35215

9395  
MARTIN FAMILY TRUST



19780329000038710 1/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned Trustors and Trustees, who are hereinafter specifically set out and identified, did inherit the following described real property:

The Southeast Quarter of the Southeast Quarter, Section 9, Township 19, Range 2 West, Shelby County, Alabama;

from John Henry Martin, Sr., who died intestate on December 24th, 1961, and who was the father of the Trustors and Trustees herein; and,

WHEREAS, the Trustors and Trustees herein did enter into an oral agreement at the time of the said inheritance upon the death of their said father that said real property would be used, held, developed, and sold for the benefit of all of the Trustors and Trustees and that there would be no specific division or partition of said real property among the Trustors and Trustees, nor would said property be sold for the purpose of distribution of distributive shares to the Trustors and Trustees, but, rather said property would be retained until such time that it could be developed and sold at its highest possible price and for the best possible use; and,

WHEREAS, the Trustors and Trustees were living in different places and states and it was therefore not convenient for all of the Trustors and Trustees to make decisions concerning said real property and its development and sale and it was inconvenient for all of the Trustors and Trustees to deal with the said real property and inheritance, therefore on to-wit, April 14th, 1962 by the deed recorded in Book 223, Page 30 et seq. there was recorded after due execution and delivery a deed from several of the Trustors herein to the Trustees herein, namely, Calvin C. Martin, Sr., Lucille Martin Bailey and James R. Martin, for the purposes of holding in trust for the benefit of all of the Trustors and

Book 311 Page 198  
*Jefferson Land Title*



19780329000038710 2/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

Trustees herein the said real property; and,

WHEREAS, said deed of April 14th, 1962, while it appears on its face to be a conveyance in fee simple absolute with right of survivorship to the said three grantees therein, the said deed was not intended by the parties thereto, who are the Trustors and Trustees herein, to be a conveyance in fee simple to the said grantees in said deed, but rather it was intended that the said three grantees in said deed hold the title in trust for the benefit of all of the parties in said deed, who are the Trustors and Trustees herein, for the purposes of dealing with said real property and inheritance and in taking care of same, developing same and selling same in trust for the benefit of all of said parties.

311 199  
NOW THEREFORE, in order to clarify the intent and purpose and effect of the said deed of April 14th, 1962 and to set out in writing the trust which has existed in connection with said real property and between the parties in said deed, who are the Trustors and Trustees herein, the Trustors and Trustees herein do hereby recite and declare as follows:

1. The Trustors and the Trustees are the owners of the equitable and legal title to the said real property hereinabove described.

2. The Trustors and Trustees do desire to make provisions for the care and management and development and sale of such property, the collection of the income therefrom, and the disposition of both such income and such property in the manner herein provided, and to reduce to writing the trust agreement that has heretofore existed between the Trustors and Trustees in connection with said real property and inheritance.

For the reasons set forth above, and in consideration of the mutual covenants between the parties heretofore made and as herein set out in writing, the Trustors and Trustees agree as follows:

SECTION ONE  
TRANSFER IN TRUST

Trustors, in consideration of acceptance by the Trustees of the trust heretofore existing orally and herein reduced to writing, hereby convey,



transfer, assign, and deliver to the Trustees, the Trustees' successors in trust and assigns, the following described real property:

The Southeast Quarter of the Southeast Quarter  
Section 9, Township 19, Range 2 West, Shelby  
County, Alabama.

which property, together with all other property, either real, personal or mixed, that may from time to time be held by the Trustees pursuant hereto, is herein referred to as "trust estate".

SECTION TWO  
DISPOSITION OF PRINCIPAL AND INCOME

Trustees shall care for and manage the trust estate and collect the income derived therefrom and, after the payment of all taxes and assessments thereon and all charges incident to the management thereof, administer, apply, and dispose of the net income therefrom and the corpus thereof, as follows:

The Trustees shall distribute and dispose of the net income in equal shares to the beneficiaries hereunder from time to time and on the terms, conditions, and in the amounts which the Trustees shall find convenient and in the best interest of the beneficiaries and the trust purposes hereunder; and, such payments and distributions by the Trustees hereunder shall be at the sole discretion of the Trustees, but in no event shall a distribution or payment pursuant hereto be made less than annually to the beneficiaries.

This trust shall terminate either by the concurrence of all of the Trustors and Trustees herein, or a majority of same, which concurrence shall be in writing; or, upon the event that all of the hereinabove described real property is sold pursuant to this trust agreement by the Trustees and there are no further realty assets of the trust to be dealt with and after all of the development of the real property is completed and same is sold; or, upon the passing of ten years from the date of execution of this trust agreement, and in no event shall this trust last and exist longer than said ten year period unless same is extended in writing by the Trustors and Trustees herein which extension shall be properly recorded in the Probate Office of Shelby County, Alabama in the event that such extension of time shall occur; and, in the event





19780329000038710 4/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

that such an extension of time does not occur, then in such event this trust shall automatically end upon the expiration of said ten year period, however, the Trustees herein shall have a reasonable length of time after the ending of this trust to wind up the affairs of the trust and to make final distributions and final payments as may be required pursuant hereto.

### SECTION THREE

#### GENERAL RULES REGARDING DISBURSEMENTS

(a) On the death of any income beneficiary, there shall be no apportionment of any accrued or undistributed income to the estate of such beneficiary, but any accrued or undistributed income shall be held and accounted for, or distributed, in the same manner as if it had accrued and been received after such beneficiary's death.

(b) Until Trustee shall receive written notice of any birth, marriage, death, or other event on which the right to any payments from this trust may depend, Trustee shall incur no liability to any person whose interest may have been affected by that event for disbursements made in good faith.

(c) If Trustor's spouse and Trustor shall both die either in or as a result of a common accident or disaster or under such circumstances that it is difficult or impracticable to determine who survived the other, then for purposes of this agreement Trustor's spouse shall be deemed to have survived Trustor. If any beneficiary hereunder other than Trustor's spouse and Trustor, or any person on whose death the rights of such beneficiary hereunder depend, shall both die either in or as a result of a common accident or disaster or under such circumstances that it is difficult or impracticable to determine who survived the other, then for purposes of this agreement such beneficiary shall be deemed to have predeceased Trustor or such other person, as the case may be.

(d) In any case in which Trustee is authorized in its discretion, or is directed, or both to pay or distribute income to any beneficiary, whether a minor or otherwise, Trustee may, in its sole discretion, at any time, apply the full or any part of such income to or for the care, comfort, maintenance,





19780329000038710 5/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

support, education, use, or other benefit of such beneficiary directly, instead of paying or distributing the same to such beneficiary.

(e) In case any beneficiary shall be a minor or incompetent, Trustee may, in its sole discretion, make payment or distribution of any property to which such minor or incompetent shall be entitled hereunder to the guardian, legal or natural, the committee, or any other legal representative, wherever appointed, of such minor or incompetent or to the person with whom such minor or incompetent shall reside, and the written receipt of the person or persons to whom any such payment or distribution is do made shall be a full and sufficient discharge of Trustee therefor even though Trustee may be such person or one of such persons.

#### SECTION FOUR

##### ADDITIONS TO TRUST

Trustor, and any other person, shall have the right at any time to add property acceptable to Trustee to this trust and such property, when received and accepted by Trustee, shall become part of the trust estate.

#### SECTION FIVE

##### POWERS OF TRUSTEES

The Trustees shall hold and manage the trust estate with all of the powers and authority they would have if they were the absolute owners thereof, and with sole and absolute discretion and without authorization by any Court shall have the following powers, including but not limited to the following:

1. To collect the income therefrom.
2. To compromise, adjust and settle in their discretion any claim in favor of or against the trust.
3. To hold any property or securities originally received by them as a part of the trust or to which they become entitled by virtue of incorporation, liquidation, reorganization, merger, consolidation or change of charter or name, including any stock or interest in any family corporation, partnership or enterprise, so long as they shall consider the retention for the



19780329000038710 6/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

best interests of the trust.

4. To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a less period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all or any portion of the trust, in such manner and upon such terms and conditions as the Trustees may approve.

5. To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, securities, or other property, real or personal, or to purchase options for such purposes, or to exercise options, rights, or warrants, to purchase securities or other property, as to the Trustees may seem suitable.

6. To hold, retain or acquire property or securities which in their opinion is for the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.

7. To vote any corporate stock held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give any consent for or with respect thereto.

8. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation or otherwise, and to develop, add capital to, expand, or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond





19780329000038710 7/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any Trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

9. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.

10. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other product thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Trustees deem otherwise appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the Trustees may approve, and in general to take any action which the Trustees deem necessary or desirable in such operation of farms and woodlands.

11. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install,



19780329000038710 8/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the Trustees may select or to contract with others for the performance of them, and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such other instruments or agreements in connection therewith as the Trustees deem necessary or desirable.

12. To borrow money for such time and upon such terms as the Trustees see fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

13. To advance money to any trust for any purpose of the trust, and the Trustees shall reimburse themselves for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

14. To hold money in their custody while awaiting distribution or investment under the terms hereof, even though such money be commingled with their funds (in which case the Trustees shall keep a separate account of the same on their books), and the Trustees shall not be required to pay interest thereon.

15. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Trustees deem necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

16. To hold property or securities in bearer form, in the name of the Trustees, or in the name of their nominee, without disclosing any fiduciary relation.

17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the Trustees deem necessary





19780329000038710 9/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

or desirable.

18. To determine whether any money or property coming into their hands shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust as the Trustees may deem just and equitable; provided, however, that such power shall be exercised in accordance with the provisions of the Alabama Principal and Income Act.

19. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

20. To exercise any power hereunder, either acting alone or jointly with others.

21. To incorporate one or more corporations as incorporators in their trusteeship capacity for the purpose or aid in developing, improvement and sale of the real property hereinabove described and the trust estate hereunder; and to function as directors and/or officers of such corporation or corporations in their trusteeship capacities; and, said corporation or corporations shall have the power and authority to function in a corporate capacity in connection with the trust purposes herein stated and the Trustees are hereby empowered to authorize and turn over to said corporation or corporations any and all powers and authority so long as same is for the purpose of carrying out the purposes of the instant trust.

#### SECTION SIX

##### DURATION OF TRUSTEES' POWERS

All of the rights, powers, authorities, privileges, and immunities given to Trustee by this agreement shall continue after termination of the trust created hereby until Trustee shall have made actual distribution of all property held by it hereunder.

#### SECTION SEVEN

##### DIRECTIONS TO TRUSTEES



19780329000038710 10/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

If and so long as any person, including a Trustor, is authorized by this agreement to direct Trustee with respect to sales or retention of trust property, and investments and reinvestments of trust funds, Trustee shall not be accountable for any loss sustained by reason of any action taken or omitted pursuant to the written direction of such person, and no person dealing with Trustee need inquire whether such directions have been complied with by Trustee.

#### SECTION EIGHT

##### TRANSACTIONS WITH THIRD PARTIES

No person dealing with Trustee shall be bound to administer the application or disposition of cash or other property transferred to Trustee, or to inquire into the authority for, or propriety of, any action by Trustee.

#### SECTION NINE

##### TRUSTEES' BOND, COURT APPROVAL, AND PERSONAL LIABILITY

No bond, surety or other security shall be required of Trustee for the faithful performance of its duties hereunder, any law of any state or other jurisdiction to the contrary notwithstanding, nor shall Trustee be required to qualify before, be appointed by, or in the absence of breach of trust, account to any court, or to obtain the order or approval of any court in the exercise of any power or discretion hereunder. Trustee shall not be personally liable on any contract, note, or other instrument executed by it as Trustee hereunder or for any indebtedness of the trust estate.

#### SECTION TEN

##### COMPENSATION OF TRUSTEES

The original Trustee hereunder, and all successor Trustees, shall be entitled to reasonable compensation for their services as Trustee.

#### SECTION ELEVEN

##### RESIGNATION AND SUCCESSION OF TRUSTEES

(a) Trustee, or any successor, may resign at any time upon giving written notice, sixty (60) days before such resignation shall take effect, to Trustor, or, after the death of Trustor, to all adult beneficiaries and to a





19780329000038710 11/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

parent, or a guardian, if any, of each minor or incompetent beneficiary who may then be receiving or entitled to receive income under this agreement.

(b) Those to whom such notice of resignation may be given shall unanimously designate a successor Trustee by written notice to the resigning Trustee within thirty (30) days after receipt of notice of resignation. In the event that a successor Trustee shall not be so designated, the resigning Trustee shall have the right to secure the appointment of a successor Trustee by a court of competent jurisdiction, at the expense of the trust estate.

(c) The resigning Trustee shall transfer and deliver to its successor the then entire trust estate, and shall thereupon be discharged as Trustee of this trust and shall have no further powers, discretions, rights, obligations, or duties in reference to the trust estate. On the day the resignation becomes final, all powers, discretions, rights, obligations, and duties of the resigning Trustee shall inure to, and be binding upon, such successor Trustee.

#### SECTION TWELVE

##### ALLOCATION OF INCOME AND PRINCIPAL

Trustee shall determine what is income and what is principal of the trust created under this agreement, and what expenses, costs, taxes, and charges of any kind whatsoever shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the State of Alabama as they now exist and may from time to time be enacted, amended or repealed.

#### SECTION THIRTEEN

##### ACCOUNTING

Trustee shall not be required to file annual or other accounts in any court, but shall render annual statements of account to Trustor and after his death to all adult beneficiaries, and shall, whenever called on to do so, exhibit to any of the beneficiaries of the trust created hereby all documents, securities, and papers forming part of, or relating to, the trust. The approval



19780329000038710 12/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

of any account of trustee, in an instrument signed by or on behalf of the beneficiary or beneficiaries at the time of approval of the current trust income shall be a complete release and discharge of Trustee with respect to the administration of the trust property, insofar as such administration is reflected in such account, for the period covered by the account. Any item of an account to which no objection is made in writing to Trustee within ninety (90) days after delivery of the account to Trustor, or after his death to any adult beneficiary, shall be conclusively presumed to be approved by all parties to whom such account was delivered.

#### SECTION FOURTEEN.

##### PURPOSE AND GENERAL CONSTRUCTION OF TRUST

The primary purpose and intent of Trustor in creating the trust under this agreement is to benefit those who shall from time to time be income beneficiaries thereof, and the rights and interest of remaindermen and of successor income beneficiaries are subordinate to that purpose. The provisions of this agreement shall be liberally construed in the interest and for the benefit of the current income beneficiaries of the trust estate. The foregoing shall not, however, be deemed to limit the discretion hereby conferred upon Trustee.

#### SECTION FIFTEEN

##### DEFINITIONS

(a) The words "child", "children", and "issue", wherever used in this agreement, shall include persons who shall have been legally adopted, and any children or issue, whether natural or legally adopted, of any such legally adopted persons.

(b) The words "child" and "children" wherever used in this agreement, shall not include grandchildren or more remote descendants.

(c) The word "issue," wherever used in this agreement, shall include descendants of whatever degree.

(d) In any case in which any property is disposed of under this





19780329000038710 13/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

agreement to Trustor's issue or the issue of any other person, such issue shall take per stirpes and not per capita, except that where all of the issue who shall be entitled to take shall be of an equal degree of consanguinity to Trustor or such other person, as the case may be, such issue shall take per capita.

(e) The words "Trustor", "Trustee" shall be construed to be singular, or plural, or corporate, as appropriate and applicable.

#### SECTION SIXTEEN

##### SPENDTHRIFT PROVISION

311 219  
BOOK

No title or interest in the money or other property constituting the principal of the trust estate, or in any income accruing therefrom or thereon, shall vest in any beneficiary during the continuance of the trust created hereby. No such beneficiary shall have the power or authority to anticipate in any way any of the rents, issues, profits, income, monies, or payments hereby provided or authorized to be paid to such beneficiary, or any part thereof, nor to alienate, convey, transfer, or dispose of the same or any interest therein or any part thereof in advance of payment. None of the same shall be involuntarily alienated by any beneficiary or be subject to attachment, execution, or be levied upon or taken upon any process for any debts that any beneficiary of the trust shall have contracted or shall contract, or in satisfaction of any demands or obligations that any beneficiary shall incur. All payments authorized and provided to be made by Trustee shall be made and shall be valid and effectual only when paid to the beneficiary to whom the same shall belong or otherwise, as herein provided.

#### SECTION SEVENTEEN

##### REVOCATION AND AMENDMENT

The duties of Trustee shall not be materially increased by any amendment without the written approval of Trustee. The revocation of this agreement, and any withdrawal of all or any part of the trust estate are conditioned upon payment of all sums due Trustee, and the release indemnification of Trustee to its satisfaction against all liabilities lawfully incurred by Trustee in the administration of the trust.



19780329000038710 14/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

#### SECTION EIGHTEEN

##### GOVERNING LAW

This agreement and the dispositions hereunder shall be construed and regulated, and their validity and effect shall be determined by the laws of the State of Alabama as such laws may from time to time exist.

#### SECTION NINETEEN

##### THE TRUSTORS HEREIN AND THE BENEFICIARIES HEREIN

The Trustors herein and the Beneficiaries herein are the following:

1. Dorothy E. Martin
2. Faye Martin Smith Gray (who is one and the same person as the Faye Martin Smith as set out in the said deed in Book 223, Page 30 in the Probate Office of Shelby County, Alabama executed on April 14th, 1962)
3. Ruel B. Martin
4. Eva Mae Nix (who is one and the same person as the Eva Martin Nix in said deed)
5. Bobbie Martin Schifflett
6. Jackson L. Martin
7. Betty C. Martin Smith (who is one and the same person as the Betty C. Martin in said deed)
8. Calvin C. Martin, Sr.
9. Helen Lucille Bailey (who is one and the same person as the Lucille Martin Bailey in said deed)
10. James R. Martin (who is one and the same person as James Ray Martin)

#### SECTION TWENTY

##### THE TRUSTEES HEREIN

The Trustees herein shall be the following:

1. Calvin C. Martin, Sr.
2. Helen Lucille Bailey
3. James Ray Martin

Witness our hands and seals on this the 26 day

*March 1978*



of March, 1978.



19780329000038710 15/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

TRUSTORS:

Dorothy E. Martin

Dorothy E. Martin

Faye Martin Smith Gray

Faye Martin Smith Gray

Ruel B. Martin

Ruel B. Martin

Eva Mae Nix

Eva Mae Nix

Bobbie Martin Schifflett

Bobbie Martin Schifflett

Jackson L. Martin

Jackson L. Martin

Betty C. Martin Smith

Betty C. Martin Smith

Calvin C. Martin, Sr.

Calvin C. Martin, Sr.

Helen Lucille Bailey

Helen Lucille Bailey

James R. Martin

James R. Martin

TRUSTEES:

Calvin C. Martin, Sr.

Calvin C. Martin, Sr.

Helen Lucille Bailey

Helen Lucille Bailey

James Ray Martin

James Ray Martin

James L. Martin  
The Husband of Faye Martin Smith Gray

Viola B. Martin  
The Wife of Ruel B. Martin

James L. Nix  
The Husband of Eva Mae Nix

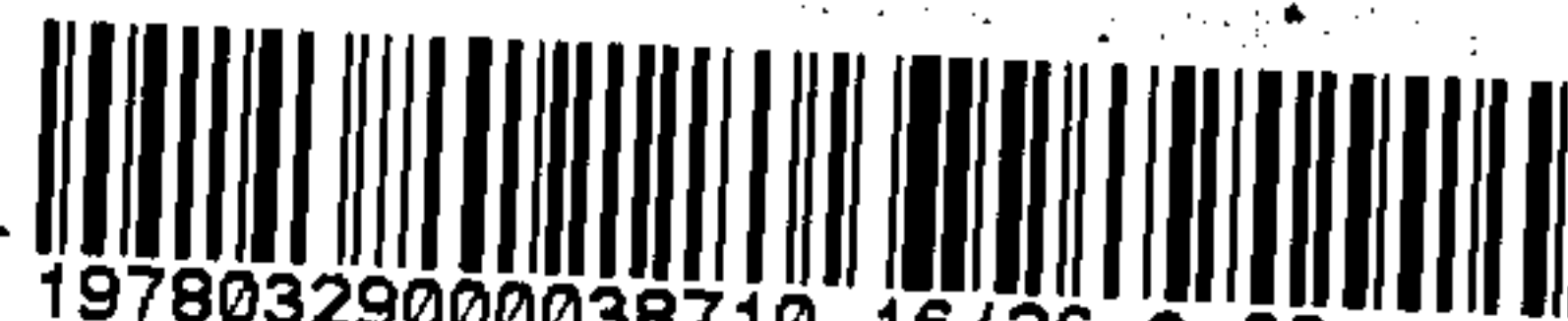
Maria C. Martin  
The Wife of Jackson L. Martin

Calvin C. Martin  
The Husband of Betty C. Martin Smith

Maria C. Martin  
The Wife of Calvin C. Martin, Sr.

William H. Bailey  
The Husband of Helen Lucille Bailey

James R. Martin  
The Wife of James R. Martin



19780329000038710 16/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT



ACKNOWLEDGMENT

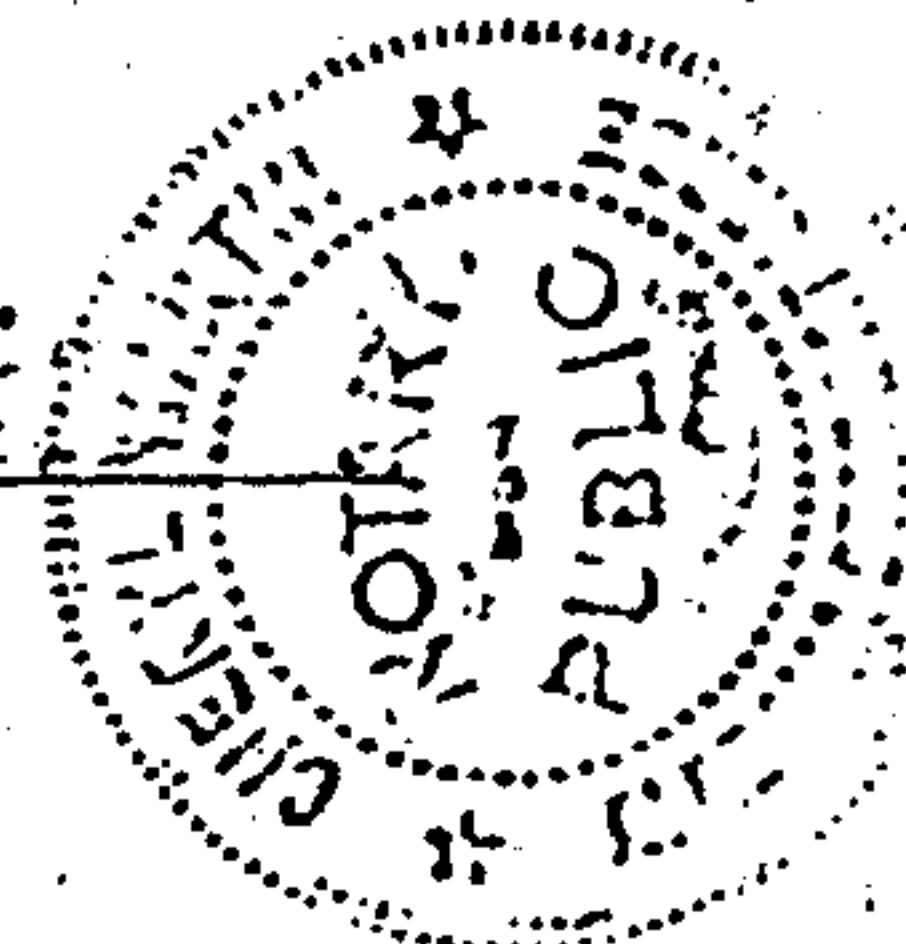
STATE OF ALABAMA  
COUNTY OF JEFFERSON

1, Cheryl Martin, a Notary Public in and  
for said County, in said State, hereby certify that Dorothy E. Martin, an  
unmarried woman, 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 instrument, she executed the same voluntarily on the day  
the same bears date.

Given under my hand and official seal this 25<sup>th</sup> day of

April, 1978.

Cheryl Martin  
Notary Public



19780329000038710 17/26 \$ .00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

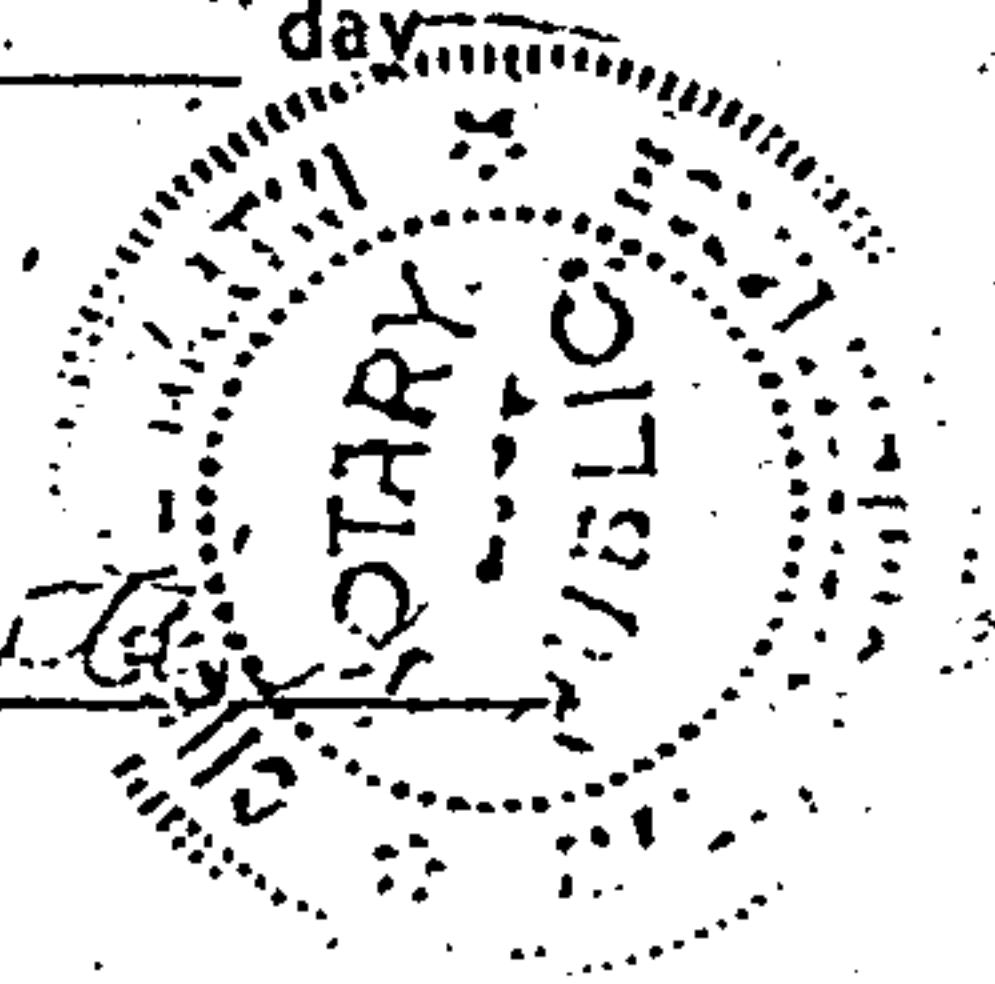
ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Cheryl Martin, a Notary Public in  
and for said County, in said State, hereby certify that Faye Martin Smith  
Gray and husband, Bruce Martin Smith, whose names are signed  
to the foregoing instrument, and who are known to me, acknowledged before  
me on this day, that, being informed of the contents of the instrument, they  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day  
of March, 1978.

Cheryl Martin  
Notary Public



19780329000038710 18/26 \$ .00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT



ACKNOWLEDGMENT

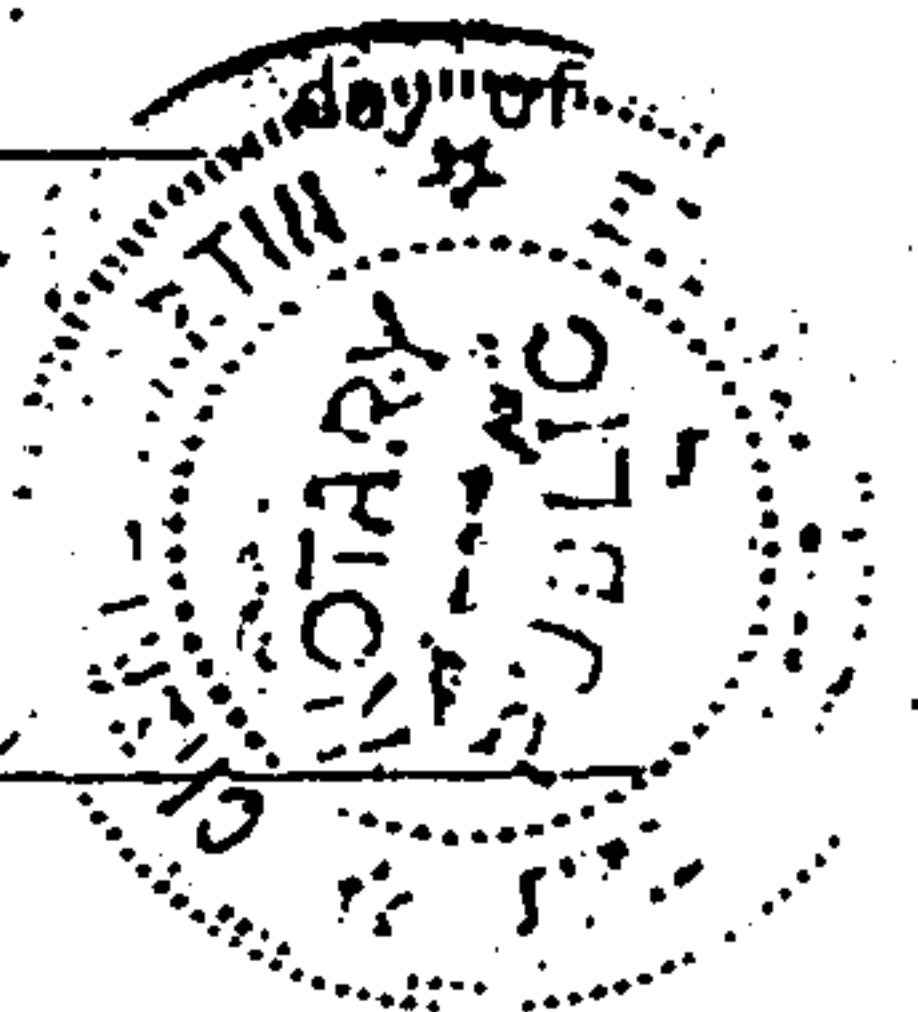
STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Charles Martin, a Notary Public in and  
for said County, in said State, hereby certify that Ruel B. Martin and wife,  
Gene Martin, whose names are signed to the foregoing  
instrument, and who are known to me, acknowledged before me on this day, that,  
being informed of the contents of the instrument, they executed the same volun-  
trarily on the day the same bears date.

Given under my hand and official seal this 25th

17th, 1978.

Charles Martin  
Notary Public



19780329000038710 19/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

BOOK 311 PAGE 216

ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Cheryl Martin, a Notary Public in  
and for said County, in said State, hereby certify that Eva Mae Nix and  
husband, Jimmy L. Nix, whose names are signed to  
the foregoing instrument, and who are known to me, acknowledged before me on  
this day, that, being informed of the contents of the instrument, they executed  
the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of

March, 1978.

Cheryl Martin  
Notary Public



19780329000038710 20/26 \$ .00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT



ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Cheryl Martin, a Notary Public in  
and for said County, in said State, hereby certify that Bobbie Martin  
Schifflett, 2124 1/2 N. 11th St. N. N. N.  
whose name(s) she 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, she executed the same voluntarily on  
the day the same bears date.

Given under my hand and official seal this the 25th day of  
March, 1978.

Cheryl Martin  
Notary Public



19780329000038710 21/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

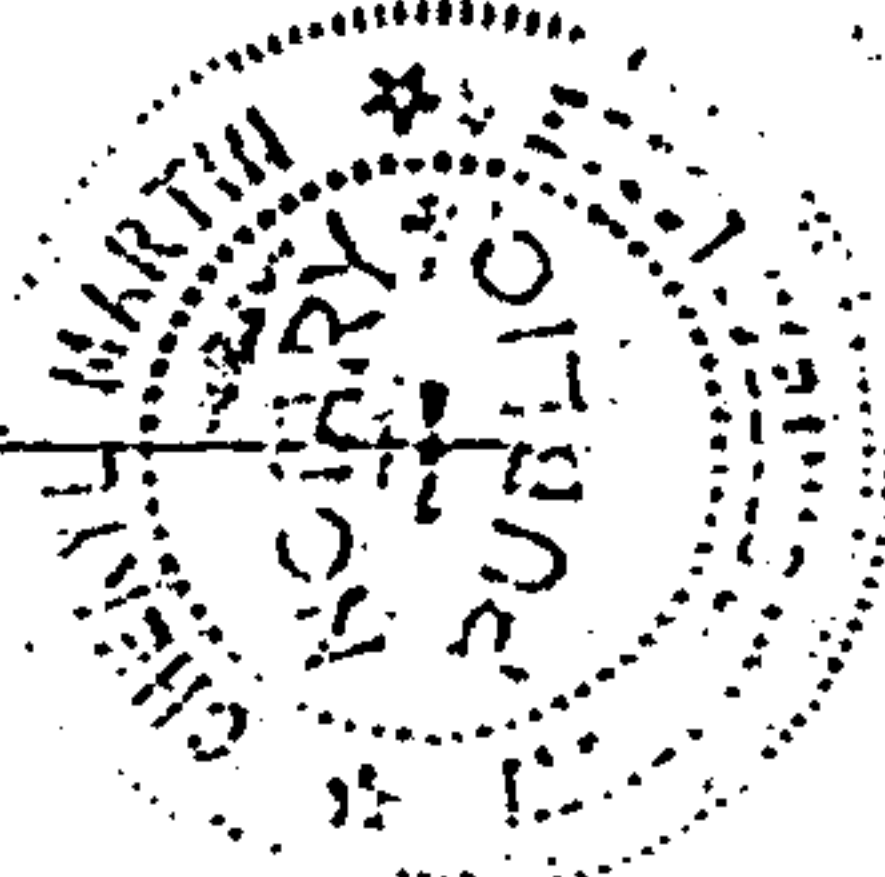
ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Cheryl Martin, a Notary Public in  
and for said County, in said State, hereby certify that Jackson L. Martin and  
wife, Marie C. Martin, whose names are signed to the  
foregoing instrument, and who are known to me, acknowledged before me on this  
day, that, being informed of the contents of the instrument, they executed the  
same voluntarily on the day the same bears date.

Given under my hand and seal this 25th day of April, 1978.

Cheryl Martin  
Notary Public



19780329000038710 22/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT



ACKNOWLEDGMENT

STATE OF Missouri  
COUNTY OF Jackson

I, George E. Paul, a Notary Public in  
and for said County, in said State, hereby certify that Betty C. Martin Smith  
and husband, Shelby Smith, whose names are signed  
to the foregoing instrument, and who are known to me, acknowledged before me  
on this day, that, being informed of the contents of the instrument, they  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of  
March, 1978.

George E. Paul  
Notary Public  
My Comm. Ex. 8 March 1979



19780329000038710 23/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

2011 MAR 29

ACKNOWLEDGMENT

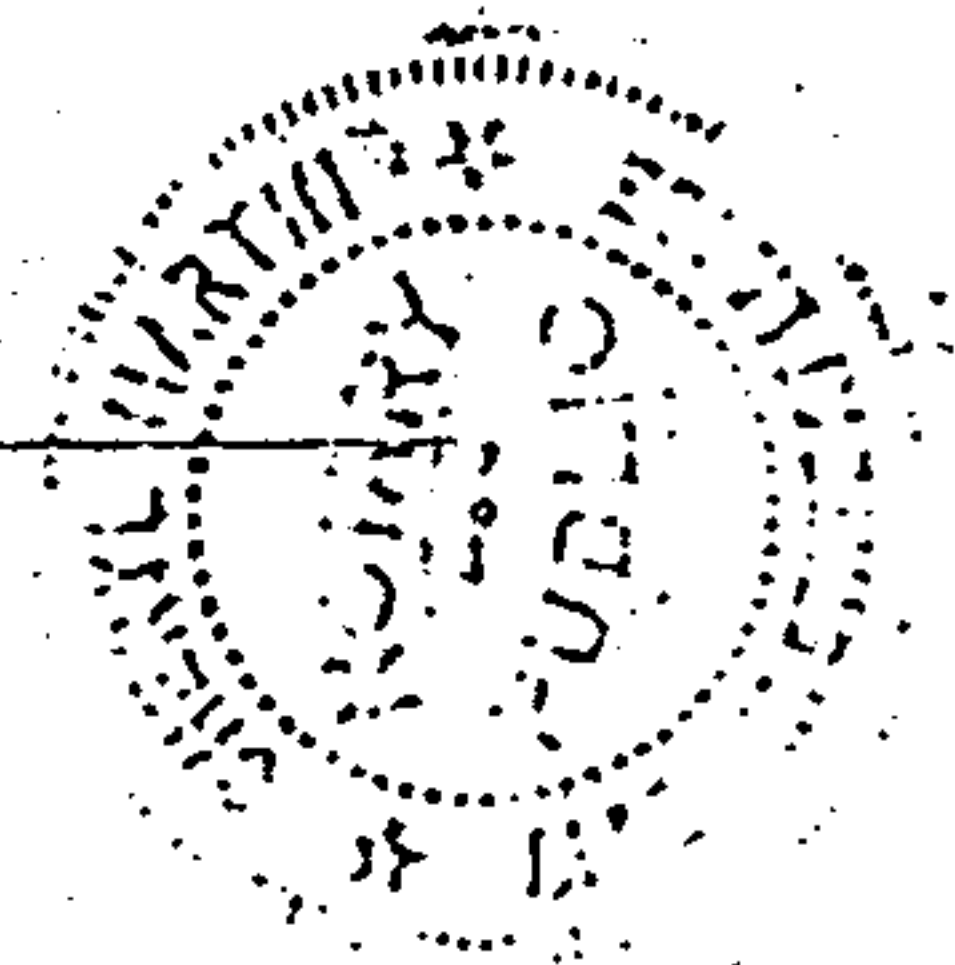
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Charles Martin, a Notary Public in  
and for said County, in said State, hereby certify that Calvin C. Martin, Sr.  
and wife, Mary M. Martin, whose names are signed to the  
foregoing instrument, and who are known to me, acknowledged before me on this  
day, that, being informed of the contents of the conveyance, they executed  
the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of  
March, 1978.

Charles Martin  
Notary Public



19780329000038710 24/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT



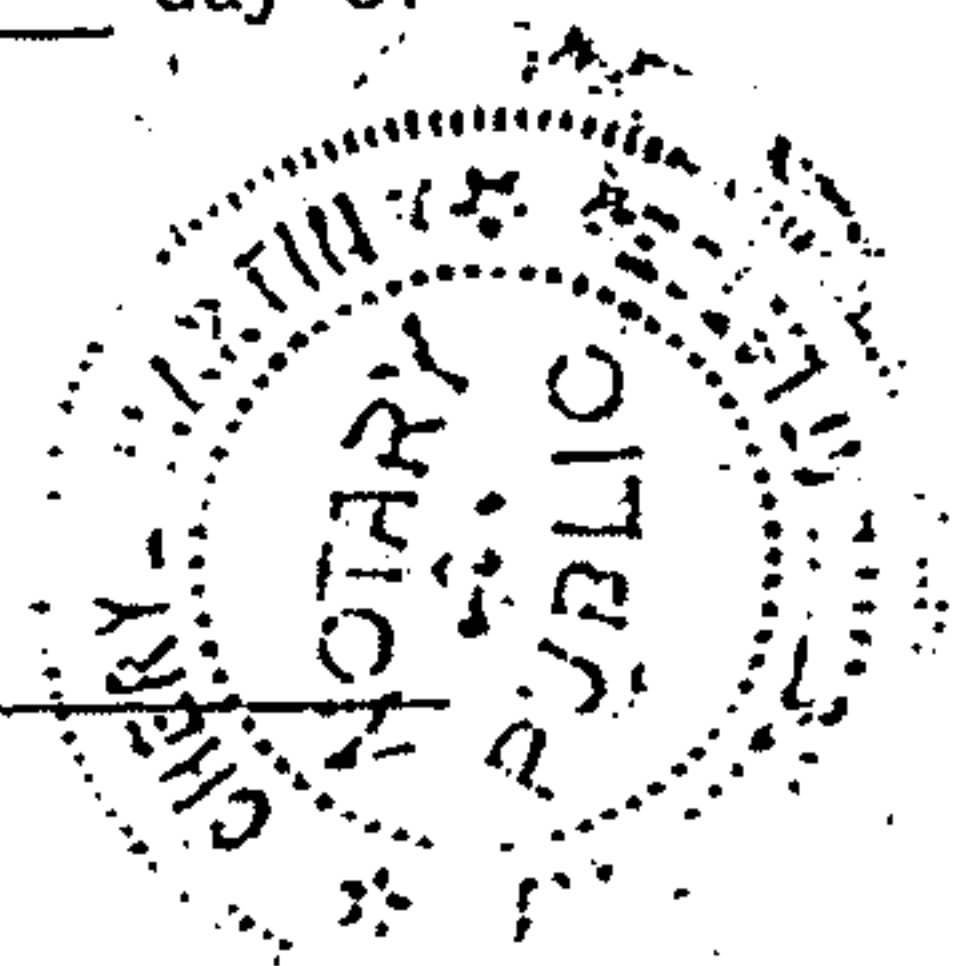
ACKNOWLEDGEMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Cheryl Martin, a Notary Public in  
and for said County, in said State, hereby certify that Helen Lucille Bailey  
and husband, William L. Bailey Jr., whose names are signed to  
the foregoing instrument, and who are known to me, acknowledged before me  
on this day, that, being informed of the contents of the instrument, they  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of  
March, 1978:

Cheryl Martin  
Notary Public



19780329000038710 25/26 \$.00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT

ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Charles Martin, a Notary Public in  
and for said County, in said State, hereby certify that James R. Martin  
and wife, ERRI MARTIN, whose names are signed to  
the foregoing instrument, and who are known to me, acknowledged before me on  
this day, that, being informed of the contents of the instrument, they  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25<sup>th</sup> day  
of March, 1978.

Charles Martin  
Notary Public



STATE OF ALA. SHELBY CO.  
JUDGE OF PROBATE  
INSTRUMENT WAS FILED

1978 MAR 29 AM 8:50

JUDGE OF PROBATE

Rec. 48.50  
Ind. 1.00

49.50



19780329000038710 26/26 \$ .00  
Shelby Cnty Judge of Probate, AL  
03/29/1978 12:00:00 AM FILED/CERT