

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

CEMETERY TRUST AND PERPETUAL CARE FUND

THIS INDENTURE OF TRUST made and entered into this 1st day of December, 1981, by and between ALBERT GLASGOW, SR., GENE (EUGENE) SEALES and TAYLOR ROSSER, hereinafter referred to as "Grantors", and ALBERT GLASGOW, SR., HELEN L. GLASGOW, GENE (EUGENE) SEALES, ROY M. WATSON and JOSEPH H. SEALES, hereinafter referred to as "Trustees":

W I T N E S S E T H :

WHEREAS, the Grantors previously acquired certain real property in Shelby County, Alabama on Shades Mountain, at or near Genery's Gap, contiguous to the property on which Macedonia Baptist Church is located on South Shades Crest Road, and legally described on a deed attached hereto, and made a part hereof, as Exhibit "A"; and

WHEREAS, said property was conveyed to Grantors as Trustees of the Genery's Gap Cemetery Committee, a voluntary organization, organized for the purpose of maintaining a cemetery; and

WHEREAS, said real property, together with contiguous other real property, is known as Genery's Gap Cemetery, all of which has been set aside through usage as a burial ground for the burial of the dead; and

WHEREAS, all of said property is identified on a Survey attached hereto, and made a part hereof, as Exhibit "B", all of said property being sometimes hereinafter referred to as "the Cemetery"; and

PADEN, GREEN & PADEN
 ATTORNEYS AT LAW
 1722 SECOND AVENUE
 P. O. BOX 605
 BESSEMER, ALABAMA 35021

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WHEREAS, there are a small number of grave spaces available to be sold to the public on the property previously conveyed to the Grantors; and

WHEREAS, there is no formal Cemetery Corporation or Cemetery Association now in existence to regulate the affairs of the Cemetery, or to sell lots therefrom, or to maintain the Cemetery; and

WHEREAS, the Trustees, and other members of the community, have maintained said Cemetery for many years, and have either personally tended to the care thereof, by mowing the grass, removing trash, planting flowers and shrubbery, and by conducting many other acts of maintenance and beautification; and

WHEREAS, the Trustees have, prior hereto, from time to time, assessed the families of deceased persons buried in the Cemetery for the purpose of raising funds for payment of the expenses of maintaining and beautifying said Cemetery; and

WHEREAS, there are certain sums of money on deposit with the Trustees that have been invested by them for the purpose of earning income to be used to pay the cost of such maintenance and beautification, all of said sums being identified on Exhibit "C" attached hereto and made a part hereof; and

WHEREAS, Grantors and the Trustees desire to establish a formal trust for the purpose of conducting sales of the remaining lots or grave spaces on the property previously acquired by the Grantors, and to carry on the duties of maintaining and beautifying the cemetery beyond their respective retirements or deaths;

NOW, THEREFORE, in consideration of One and no/100 (\$1.00) Dollar and other good and valuable consideration received, the Grantors have on even date herewith conveyed to the Trustees the real property identified on Exhibit "A"; and by these presents, do transfer, convey, pay over and deliver to the

Trustees said property to be held pursuant to the terms of this indenture of trust.

TO HAVE AND TO HOLD the same and such other property as they may subsequently acquire pursuant to the power of authority herein given to them, unto the Trustees, but in trust, nevertheless, for the uses and purposes, upon the terms and conditions and with the powers and duties hereinafter stated.

ARTICLE ONE

The Trustees shall hold said property, and any other property acquired by them, hereinafter referred to as "the Trust Estate", for the purpose of maintaining the Cemetery. The Trustees shall be fully empowered to sell any remaining grave spaces or lots on the real property conveyed to them hereunder, and by the deed of even date herewith, and the signatures of any two (2) of them shall be sufficient to effect a transfer to a purchaser of said grave space or spaces. The Trustees agree that all funds on deposit with them, whether acquired prior to the date hereof, or subsequent hereto, shall be held subject hereto, and that all accounts or investments shall be in the name of all of the Trustees collectively, and that any such funds, or the income derived therefrom, may be disbursed for the purposes hereunder by the signatures of any two (2) of the Trustees. The Trustees agree to perform and do any and all acts or transactions required to place said funds now on deposit in the names of all the Trustees named hereunder. Disbursements shall be made in the sole discretion of the Trustees, provided all such disbursements are made for the purposes hereunder. Any net income of funds held in trust hereunder, in excess of the needs for maintenance or beautification for the Cemetery, shall be added to and merged with and treated as a part of the principal of the trust. On the resignation or death of any Trustee hereunder, a Successor

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Trustee shall be selected by the remaining Trustees by majority vote.

ARTICLE TWO

The Trustees shall hold and manage the Trust Estate with the following powers:

(1) To compromise, adjust and settle in their discretion any claim in favor of or against said trust estate.

(2) To collect the income therefrom.

(3) To hold any property or securities originally received by them as a part of the Trust Estate, including any stock or interest in any family corporation, partnership or enterprise, so long as they shall consider the retention for the best interests of the Trust Estate.

(4) To sell, convey, exchange, lease or rent for a period beyond the possible termination of this 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 said Trust Estate, in such manner and upon such terms and conditions as the Trustees may approve.

(5) To improve, repair, let, exchange, release, partition, vacate, dedicate, or adjust the boundaries of, any real estate constituting a part of said Trust Estate, and to keep any property constituting a part of said Trust Estate 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 or desirable.

(6) To invest and reinvest said Trust Estate 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, as to the Trustees may seem suitable.

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

(8) To borrow money for such time and upon such terms as they see fit, without security or on mortgage of any real estate or upon pledge of any personal property held by them hereunder, and to execute mortgages or collateral agreements therefor as necessary.

(9) To determine whether any money or property coming into their 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 the Trust Estate as to them may seem just and equitable.

(10) To vote any corporate stock held by them under the terms of this agreement in person, or by special, limited or

general proxies, with or without power of substitution, or to refrain from voting the same.

ARTICLE THREE

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

ARTICLE FOUR

This trust shall be known as "the Genery's Gap Cemetery Trust Fund". The trust shall be perpetual.

ARTICLE FIVE

This trust is created in and is to be construed under the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned Grantors and the Trustees have joined in execution of these presents, on the day and year herein first written.

Albert G. Glasgow Sr.
Albert Glasgow, Sr. Grantor

WITNESSES:

Albert G. Glasgow Jr.

John H. [Signature]

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Eugene T. Seales
Gene (Eugene) Seales, Grantor

WITNESSES:

Albert L. Glasgow Jr.

Paul G. Fahn

Taylor Rosser
Taylor Rosser, Grantor

WITNESSES:

Albert L. Glasgow Jr.

Paul G. Fahn

Albert L. Glasgow Sr.
Albert Glasgow, Sr., Trustee

WITNESSES:

Albert L. Glasgow Jr.

Paul G. Fahn

Helen L. Glasgow
Helen L. Glasgow, Trustee

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WITNESSES:

Albert L. Glasgow Jr

Joel H. Rahn

Eugene T. Seales
Gene (Eugene) Seales, Trustee

WITNESSES:

Albert L. Glasgow Jr

Joel H. Rahn

Roy M. Watson
Roy M. Watson, Trustee

WITNESSES:

Albert L. Glasgow Jr.

Joel H. Rahn

Joseph H. Seales
Joseph H. Seales, Trustee

WITNESSES:

Albert L. Glasgow Jr

Joel H. Rahn

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STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ALBERT GLASGOW, SR., GENE (EUGENE) SEALES and TAYLOR ROSSER, whose names are signed to the foregoing Trust, as Grantors, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Trust, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18 day of December, 1981.

Janet M. Mackinnaw
Notary Public

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ALBERT GLASGOW, SR., HELEN L. GLASGOW, GENE (EUGENE) SEALES, ROY M. WATSON and JOSEPH H. SEALES, whose names are signed to the foregoing Trust, as Trustees, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Trust, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18 day of December, 1981.

Janet M. Mackinnaw
Notary Public

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(Name) J. Howard McEniry, Jr.

(Address) 1721 Fourth Avenue, Bessemer, Alabama 35020

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE THOUSAND and NO/100 (\$1,000.00) DOLLARS CASH

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

R. W. WATKINS and wife, FRANCES WATKINS

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto ALBERT GLASGOW, SR., GENE SEALS, and TAYLOR ROSSER as Trustees of the Genery's Gap Cemetary Committee

(herein referred to as grantee, whether one or more), the following described real estate, situated in SHELBY County, Alabama, to-wit:

Commence at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 12, Township 20 South, Range 4 West, Shelby County, Alabama; thence east along the north line of said 1/4-1/4 section 125.33 feet; thence turn right 30° 16' and run southeasterly 416.89 feet to the point of beginning; thence continue along last described course 215.69 feet; thence turn left 86° 46' 55" and run northeasterly 342.94 feet; thence turn left 89° 31' 45" and run northwesterly 135.0 feet; thence turn left 89° 36' 45" and run southwesterly 204.29 feet; thence turn right 66° 33' 50" and run northwesterly 78.57 feet; thence turn left 65° 11' 20" and run southwesterly 121.82 feet to the point of beginning.

STATE OF ALA. SHELBY CO.
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County of Shelby
JUDGE OF PROBATE

their successors

TO HAVE AND TO HOLD to the said grantee, ~~heirs, executors, and administrators~~ and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their ~~heirs, executors, and administrators~~ assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their ~~heirs, executors, and administrators~~ assigns forever. against the lawful claims of all persons. successors and

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 25th day of March, 1975.

(Seal)
(Seal)
(Seal)

R. W. Watkins (Seal)
R. W. Watkins
Frances Watkins (Seal)
Frances Watkins

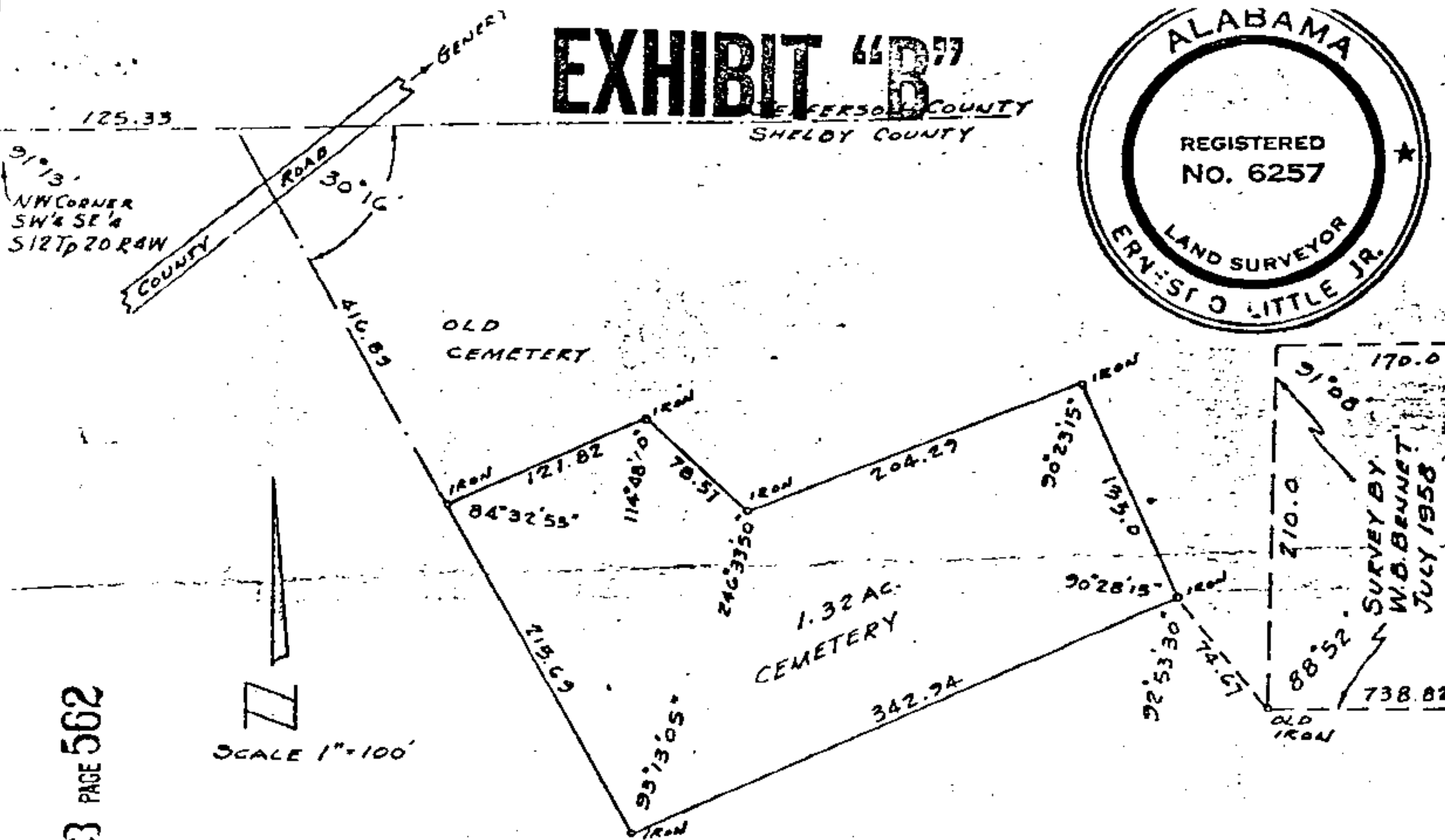
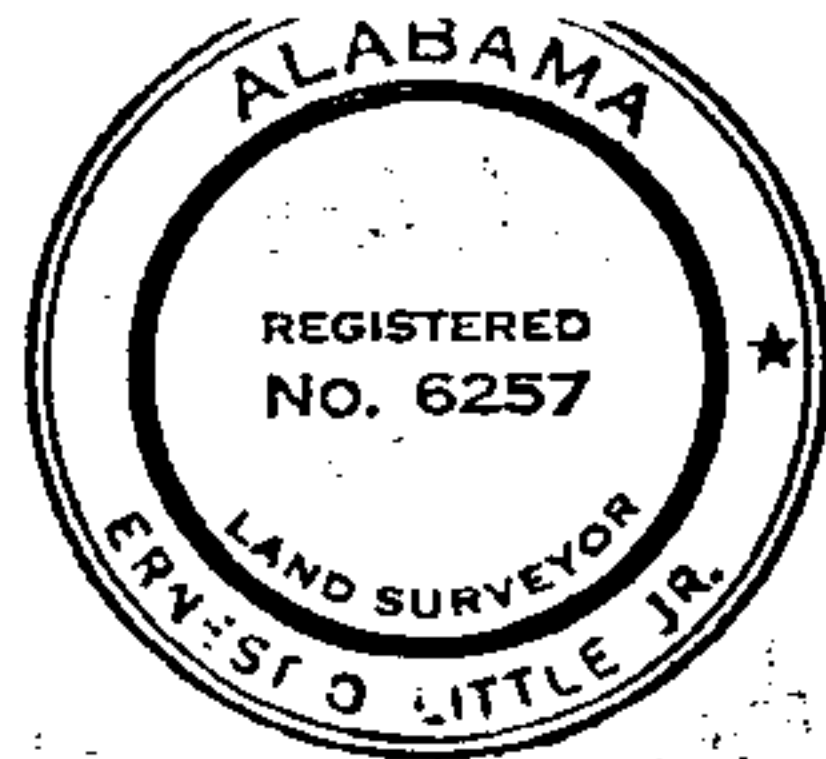
STATE OF ALABAMA
JEFFERSON COUNTY

General Acknowledgment

I, Gregg A. McEniry, Jr., a Notary Public in and for said County, in said State, hereby certify that R. W. Watkins and wife, Frances Watkins whose name s are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of March, A. D. 1975.
Gregg A. McEniry, Jr.
Notary Public.

EXHIBIT "B"



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STATE OF ALABAMA
SHELBY COUNTY

I, Ernest O. Little, Jr., a Registered Land Surveyor, do hereby certify that the foregoing is a true and correct map or plat of my survey of the following described property:

Commence at the Northwest corner of the NW 1/4 of the SE 1/4 of Section 12, Township 20 South, Range 4 West, Shelby County, Alabama; thence east along the north line of said section 121.33 feet; thence turn right 30°-16' and run southeasterly 416.89 feet to the point of beginning; thence continue along last described course 215.09 feet; thence turn left 84°-32'-55" and run northeasterly 342.94 feet; thence turn left 90°-31'-45" and run northwesterly 135.0 feet; thence turn left 90°-36'-45" and run southwesterly 204.29 feet; thence turn right 66°-33'-50" and run northwesterly 78.57 feet; thence turn left 65°-11'-20" and run southwesterly 121.82 feet to the point of beginning.

This 24th day of March, 1975.

Ernest O. Little Jr.
Ernest O. Little, Jr., Reg. # 6257

T. L. DOUGLAS & ASSOCIATES

ENGINEERS & SURVEYORS

BESSEMER DIVISION

1720 THIRD AVENUE NORTH BESSEMER, ALA. 35020

PHONE 424-0651



EXHIBIT "C"
1ST FEDERAL
Savings & Loan Association
of Bessemer



FRED T. BLAIR
President

P. O. Box 340
BESSEMER, ALABAMA 35021

November 23, 1981

C.L. DAVIS
Senior Vice-President

LARRY SEALE
Vice-President

Mrs. Glasgow
Generys Cemetery Trust Fund
1861 so. Shades Crest Rd.
Bessemer, Al. 35023

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ACCT. NO.	BALANCE	ORIGINAL BALANCE	AMT. THAT CAN BE WITHDRAWN	MATURITY
180218-1	\$ 8,156.34	\$ 6,000.00	2,156.34	12-30-81
180319-0	9,481.27	7,000.00	2,481.27	11-30-83
201189-3	3,696.46	3,000.00	696.46	1-30-85
202152-3	2,302.32	2,000.00	302.32	11-30-85

STATE OF ALABAMA
I CERTIFY THIS
DOCUMENT IS TRUE & CORRECT

1982 JAN -7 AM 9:13

Thomas G. Thompson, Jr.
VICE OF FEDERAL

Rec 19.50
Rec 1.00
20.50