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STATE OF ALABAMA
JEFFERSON COUNTY

INSTRUMENT OF TRUST

TRUST AGREEMENT made November 21, 1983, between Gary L. Thompson (hereinafter called "Settlor") and John H. Eason (hereinafter called "Trustee").

WHEREAS, the Settlor desires to create a trust fund for the benefit of Gary L. Thompson and Dorothy P. Thompson (hereinafter called collectively "Beneficiaries");

NOW, THEREFORE, Settlor hereby assigns and transfers to the Trustee for the benefit of the Beneficiaries the property set forth in Schedule "A" attached hereto.

BOOK 353 PAGE 879
1. USE OF INCOME. The Trustee shall collect all income, gains, and profits from and upon the trust property and, after deducting all taxes, fees, and expenses paid or incurred in the administration of the trust, shall use or expend the net income from the property for the benefit of the Beneficiaries. The Trustee shall disburse the income for the health, comfort, and maintenance of the Beneficiaries so long as they or either one of them shall be living, expending such income as he, in his sole discretion, determines shall best accomplish these purposes. The Trustee shall have unlimited discretion to make disbursements from principal, up to the full amount thereof, whenever in his judgment the income is insufficient for these purposes. The trust shall terminate upon the death of the survivor of the two Beneficiaries, at which time the trust estate shall be distributed to the heirs at law of the Beneficiaries had they both died at that time.

/s/ Pet.
CHARLES A. J. BEAVERS, JR.
ATTORNEY AT LAW
813 Shades Creek Parkway S. Rte 203
BIRMINGHAM, AL 35209

2. ADDITIONAL PROPERTY. The Settlor and any other person shall have the right at any time to make additions to the corpus of the trust. The Trustee shall have the right and power to, in addition to the powers specifically set forth hereinbelow, acquire additional trust properties on such terms and conditions as the Trustee deems appropriate from time to time. All such additions shall be held, controlled, and distributed by the Trustee in accordance with the terms of this agreement.

3. POWERS. In addition to all powers conferred by law upon trustees, the Trustee shall have the following powers, exercisable in his discretion, with respect to any property held by him:

(a) To sell, exchange, or otherwise dispose of such property in such manner and upon such terms as the Trustee may see fit.

(b) To invest and reinvest, without limit or restriction, in property of any kind, whether real, personal, or mixed.

(c) To make distribution in cash or in kind, or partly in cash and partly in kind.

(d) To waive, modify, reduce, compromise, release, discharge, settle, and extend the time of payment of any claim in favor of or against the Trustee or any property held by the Trustee.

(e) To purchase interests in real properties, acquire the outstanding contractual rights for the purchase of real properties, borrow money and secure same with interest in any real properties which make up a part of the corpus of this trust, convey interests in real properties which make up a part of the corpus of this trust, lend monies which make up a portion of the

corpus of this trust, exchange real and personal properties which make up a portion of the corpus of this trust for properties of like or different kind, and generally deal in real and personal properties of every kind and nature, upon such terms and conditions as the Trustee, in his sole discretion, shall deem appropriate.

4. IRREVOCABILITY. This trust agreement and the trust created hereby are irrevocable.

5. COMPENSATION. The Trustee shall serve for the annual compensation of One Dollar (\$1.00).

6. SUCCESSOR. In the event the Trustee shall die during the term of this trust, a successor trustee shall be named by the Beneficiaries and shall serve with the same powers and duties as the original Trustee.

7. INTERPRETATION. This agreement shall be construed and regulated by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

Gary L. Thompson
Gary L. Thompson

"SETTLOR"

John H. Eason
John H. Eason

"TRUSTEE"

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gary L. Thompson, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23 day of November, 1983.

[Signature]
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 MAR 12 AM 10:19

[Signature]
JUDGE OF PROBATE

Rec. 6.00
Ind. 1.00
7.00

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that John H. Eason, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23 day of November, 1983.

[Signature]
Notary Public

Deed Fee _____
Map Fee _____
File Fee _____
Recording Fee 6.00
Total _____

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 DEC 10 AM 11:36
U.C. 1115 INDEXED OR
REC. EX. 1115 AS SHOWN ABOVE
HIDE IF NECESSARY

BOOK 353 PAGE 882

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