

THE C. T. CHILDRESS TRUST

This trust agreement is by and between C. T. CHILDRESS, a resident of the City of Calera, Shelby County, Alabama ("Grantor") and C. T. CHILDRESS ("Trustee"), who declares that he holds and administers the trust funds as follows:

I. TRUST FUNDS. Trustee holds the property listed in Schedule A, attached hereto and incorporated herein by reference, to be administered according to the terms of this trust. Anyone may transfer additional property to Trustee at any time, whether during Grantor's life or after his death, including life insurance proceeds, to be held and administered according to the terms of this trust.

II. REVOCABILITY. Grantor can revoke or amend all or any part of this trust at any time, without the consent of anyone, by delivering to Trustee a written instrument specifying the character and date of the intended amendment or revocation, or by specific reference to this trust in his last will. Trustee's duties, powers, or liabilities cannot be changed without Trustee's prior written consent. If the trust is completely revoked, Trustee will transfer all the trust assets to Grantor or as he directs.

III. ADMINISTRATION DURING GRANTOR'S LIFE. During Grantor's life, Trustee will hold and administer the trust assets as follows:

A. Trustee will pay any taxes, commissions, or other expenses incurred with respect to the trust, and distribute to Grantor or Grantor's wife all trust net income at least annually.

B. Trustee will pay to Grantor or Grantor's wife, in convenient installments, the entire trust income and so much trust principal as Grantor shall request from time to time or as Trustee deems appropriate for the comfort and care of Grantor and Grantor's wife. Grantor's power to withdraw assets from the trust shall be absolute.

IV. ADMINISTRATION OF TRUST AFTER GRANTOR'S DEATH. Upon Grantor's death, Trustee will administer the trust assets in accordance with the following directions:

A. If Grantor's wife survives him, Trustee will pay to her the entire net income from the trust in convenient installments but at least annually. If at any time the net income from the trust is insufficient for the support and comfort of Grantor's wife, Trustee will pay to her amounts out of the principal of the trust as the Trustee may deem necessary or desirable.

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B. Upon the death of Grantor's wife, during the lifetime of **THOMAS L. CHILDRESS**, Trustee will from time to time pay to or use for the maintenance, support and education of Grantor's descendants living at the time of payment, the amounts of income and principal of the trust Trustee determines. Trustee can make unequal payments and can exclude one or more persons from payments. No one will have the right to require any distribution be made; the decision of the Trustee being final and binding on everyone.

C. Upon the death of the last to die of Grantor, Grantor's wife or **THOMAS L. CHILDRESS**, Trustee will apportion the trust into equal parts so there will be one share for each of Grantor's living children and one share for the living descendants of each deceased child.

VII. INTERESTS VESTING IN A MINOR BENEFICIARY. If any principal vests in any minor beneficiary, Trustee may hold that interest in trust until the beneficiary attains age twenty-one (21) years, paying so much of the trust's net income and principal to the beneficiary as Trustee deems appropriate for the beneficiary's health, education, support, and maintenance. Trustee may make payments to the beneficiary, or to his or her parent, guardian, or the person with whom the beneficiary resides, without having to look to the proper application of those payments. Trustee may also make any payments to a custodian under any applicable Uniform Transfers to Minors Act. When the beneficiary attains age twenty-one (21), Trustee will pay him or her all of the remaining trust funds and this trust will end. If the beneficiary dies before attaining age twenty-one (21), Trustee will pay all of the funds to the beneficiary's descendants, per stirpes, and if none to Grantor's descendants, per stirpes.

VIII. SPENDTHRIFT LIMITATIONS. To the greatest extent permitted by law, no interest of any beneficiary of any trust created under this instrument will be subject to the beneficiary's liabilities or creditor claims or to assignment or anticipation.

IX. DEBTS, EXPENSES AND CERTAIN LEGACIES. On Grantor's death, Trustee will pay Grantor's personal representative from the trust the amounts the personal representative requests to be used to pay or satisfy: (1) all or part of Grantor's debts, funeral expenses, and estate administration expenses; (2) estate or other death taxes payable by reason of Grantor's death; and (3) any devises included in Grantor's last will and testament.

X. DEFINITIONS.

A. "Child," "children," and "descendants" will include both those now and subsequently born or legally adopted.

B. Grantor or any Trustee is "disabled" or under a "disability" whenever any trustee receives written certification from the physician regularly attending the Grantor or Trustee that the person has become physically or mentally incapacitated. Grantor or a Trustee is recovered from his or her disability whenever the then-serving Trustee receives written certification from the physician regularly attending the disabled person that he or she is no longer incapacitated and is again able to manage his or her own personal and financial affairs. No Trustee is liable to anyone for removing Grantor or any other person from the trusteeship, if the Trustee relied in good faith on the physician's certifications.

C. Anyone may rely on a copy of this document, certified by a notary public to be a true copy, the same as if the copy were a signed original.

XI. TRUSTEE POWERS. Trustee will deal with property held in trust with the powers and authority he would have if he were its absolute owner, including but not limited to the following:

- A. To collect the income therefrom.
- B. To compromise, adjust and settle in his discretion any claim in favor of or against the trust.
- C. To hold any property or securities originally received by him as a part of the trust, including any stock or interest in any family corporation, partnership or enterprise.
- D. To sell, auction, convey, exchange, lease, rent all or any portion of the trust.
- E. To invest and reinvest the trust and the proceeds of sale of any portion thereof, in such manner as the Trustee deems suitable.
- F. To hold, retain or acquire property or securities which in the Trustee's opinion are suitable without regard to any statutory or constitutional limitation applicable to the investment of trust funds.
- G. To vote any corporate stock in person, or by proxy or to refrain from voting.
- H. To continue or dispose of any business enterprise and to develop, add capital to, expand or alter the business of such enterprise, to appoint directors and employ officers, managers, employees or agents and to compensate and offer employee or fringe benefits to them.

I. To develop, or change the use of real estate and to construct, alter, remodel, repair or raze any building or other improvement located thereon.

J. To operate farms and woodlands and to take any action deemed necessary or desirable in such operations.

K. To drill, explore, test, mine or otherwise exploit oil, gas, mineral or other natural resources.

L. To borrow money with or without security, and to execute mortgages or collateral agreements.

M. To advance money to any trust for any purpose of the trust, and the Trustee will reimburse himself for the money so advanced with reasonable interest thereon from the trust.

N. To hold money in his custody while awaiting distribution or investment, even though such money be commingled with his funds and the Trustee will not be required to pay interest thereon.

O. To appoint, employ, remove and compensate such attorneys, agents and representatives for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

P. To hold property or securities in bearer form, in the name of the Trustee, or in the name of a nominee, without disclosing any fiduciary relation.

Q. To keep trust property properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon the property, and to create reserves for depreciation, depletion or such other purposes as the Trustee deems necessary or desirable.

R. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient the payments will be paid from principal.

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

T. To buy, sell and trade any securities of any nature, including short sales, on margin, and for such purpose may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by him with such brokers as security for loans and advances made to the Trustee.

XII. TRUSTEES.

A. In the event that C. T. CHILDRESS should die, resign, become disabled or otherwise incapacitated, LUCY C. BLAKE shall serve as sole Trustee with the same powers, privileges, and responsibilities as the original Trustee.

B. In the event that LUCY C. BLAKE should die, resign, become disabled or otherwise incapacitate, NANCY C. HOUSE shall serve as sole Trustee with the same power, privileges, and responsibilities as the original Trustee.

C. Any successor Trustee may, without liability, accept without examination or review the accounts rendered and the property delivered by any predecessor Trustee. Each successor Trustee has the same title, powers and duties as the Trustee succeeded, without any additional conveyance. Any reference to a "Trustee" refers equally to any successor Trustee.

D. No Trustee will be required to provide surety or other security on a bond.

E. No Trustee will be required to obtain the order of any court to exercise any power or discretion under this Trust.

F. No Trustee will be required to file any accounting with any public official. Trustee must, however, maintain accurate records concerning the trust and will present a report of Trustee to any party in interest upon request. This required accounting may generally be satisfied by a copy of the trust's federal income tax return.

XVI. MISCELLANEOUS.

A. This trust will be governed by and construed according to the laws of the State of Alabama.

B. Whenever the context of this trust requires, the masculine gender includes the feminine and neuter, and vice versa, and the singular number includes the plural, and vice versa.

IN WITNESS WHEREOF, Grantor and Trustee has hereunto set his hand and seal and declare the Trust to have an effective date of the 31ST day of JANUARY, 1997.

Grantor:

C. T. Childress
C. T. CHILDRESS

Trustee:

C. T. Childress
C. T. CHILDRESS

STATE OF ALABAMA,

JEFFERSON COUNTY.

I, the undersigned, a notary public in and for said county and said state, hereby certify that C. T. CHILDRESS, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date, that being informed of the contents of the document, he executed the same voluntarily, on the day the same bears date.

Given under my hand, this 31ST day of JANUARY, 1997.

Don M. Latham
Notary Public


THE C. T. CHILDRESS TRUST

SCHEDULE A TRUST ASSETS

1. Home- 1898 17TH Street, Calera, Ala: 35040
2. All contents of home at 1898 17th Street, Calera, Ala 35040
3. C.T. Childress Trust Acct. at Central State Bank, Calera, Ala Number 84-135743
4. All Liberty National Life Insurance for C.T. Childress - payable to Trust at death. Also all Blue Circle Life Insurance.
5. All Liberty National Life Insurance for Lorene R. Childress - payable to trust at death.
6. All Liberty National Life Insurance for Thomas L. Childress - payable to trust at death.
7. Automobile: 1990 Oldsmobile "98" Serial No. 1G3CW54C6L4309756
8. Thomas L. Childress acct. at Central State Bank to be transferred to trust at death.
Number 81-235194
9. Christus Garden Lot Number 9-A, Spaces 1, 2, 3 and 4.
Shelby Memory Gardens 8586 Hwy. 25 Calera, AL.

RESIGNATION OF TRUSTEE

I, Lucy C. Blake, hereby resign as trustee of the C. T. Childress Trust, effective January 31, 1997, with the understanding that my sister, Nancy C. House, shall serve as successor trustee.


Lucy C. Baker

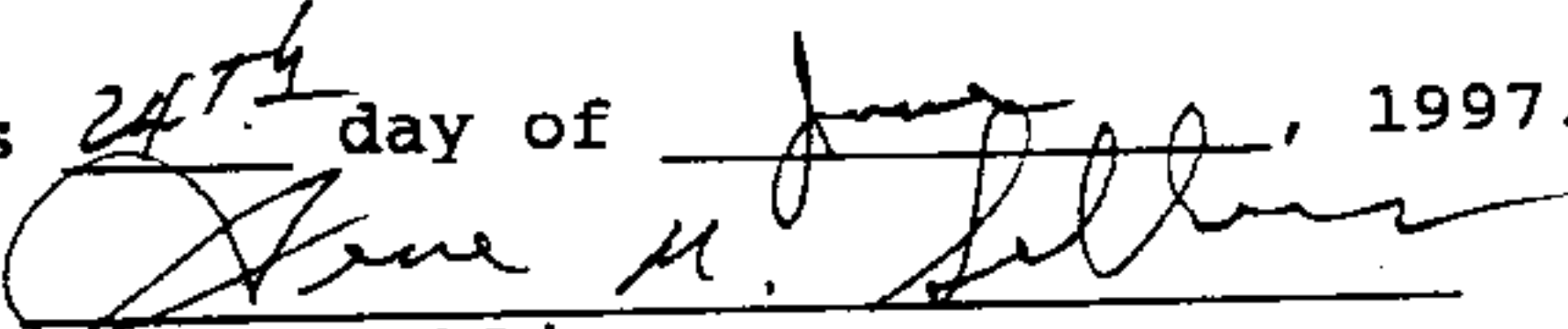
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STATE OF ALABAMA,

JEFFERSON COUNTY.

I, the undersigned, a notary public in and for said county and said state, hereby certify that Lucy C. Blake, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date, that being informed of the contents of the document, she executed the same voluntarily, on the day the same bears date.

Given under my hand, this 24th day of June, 1997.


Notary Public

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