

STATE OF ALABAMA)

WARRANTY DEED

SHELBY COUNTY)

JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Forty-Five Thousand and NO/100 (\$245,000.00) Dollars and other good and valuable consideration to the undersigned Patricia M. Pierce as Trustee of the Patricia M. Pierce Revocable Trust herein referred to as Grantor, in hand paid by James D. Davis and wife, Patricia A. Davis herein referred to as Grantees, the receipt of which is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the Grantees, as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 4, according to the Survey of Dearing Downs, 8th Addition, as recorded in Map Book 10, Page 42, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

TO HAVE AND TO HOLD unto the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein), in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one Grantee does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And the Grantor does for herself and her heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that she is lawfully seized in fee simple of said premises; that she has a good right to sell and convey the same as aforesaid; that she will and her heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever against the lawful claims of all persons except as herein stated.

Wherever used herein the singular number shall include the plural, the plural shall include the singular, the use of any gender shall include other genders, when applicable, and related words shall be changed to read as appropriate.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this the 15th day of February, 2002.

Patricia M. Pierce TTEE
Patricia M. Pierce as Trustee
the Patricia M. Pierce
Revocable Trust

of

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that Patricia M. Pierce as Trustee of the Patricia M. Pierce Revocable Trust 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 this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of February, 2002.

Letty L. James
NOTARY PUBLIC

My Commission Expires: 2/22/03

This document prepared by: Please send tax notice to:
Mitchell & Graham, PC James D. and Patricia A. Davis
P. O. Drawer 307
Childersburg, Alabama 35044

02/20/2002-08465
10:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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Inst # 2002-08465

Exhibit A

RESTATED AND AMENDED REVOCABLE TRUST AGREEMENT OF
PATRICIA M. PIERCE

THIS AMENDED AND RESTATED REVOCABLE TRUST AGREEMENT of PATRICIA M. PIERCE is executed this the 8th day of July, 1999 by and between PATRICIA M. PIERCE, an adult resident citizen of Shelby County, Alabama hereinafter referred to as "Creator" and PATRICIA M. PIERCE of Shelby County, Alabama as the "Trustee".

WITNESSETH:

WHEREAS, PATRICIA M. PIERCE made and entered into a certain Revocable Trust Agreement on the 21st day of May, 1993 and has subsequently amended said trust agreement on five separate occasions and desires to further amend said trust agreement and in the interest of having all amendments to-date set forth in one singular document, PATRICIA M. PIERCE does this date amend and restate the aforesaid Revocable Trust Agreement and subsequent amendments thereto as follows:

IN CONSIDERATION of the covenants and agreements herein contained, Creator hereby restates and amends her Revocable Trust- which includes the property itemized and described in Schedule "A" which is attached hereto. The Trustee agrees that the described property together with any other property received by subsequent conveyance made to the trust by the Creator or others shall be held, administered and distributed for the purposes of and in accordance with the terms and provisions of this Agreement. It is the intention of the Creator and the Trustee to restate and amend the above referenced Revocable Inter Vivos Trust upon the execution of this Agreement.

All of the property designated in Schedule "A" together with all subsequent additions thereto is to be held, administered and distributed by the Trustee in trust, subject to the following uses, terms and conditions:

ARTICLE I.

The beneficiaries of this trust shall be the Creator, PATRICIA M. PIERCE, the Creator's husband, John W. Pierce, and the Creator's children, Arlan Craig Wann, Robert Barnett Wann, Betty Wann Hammack, William Grant Wann, Steven Mark Wann, Susan Elaine Pierce and the Creator's step-daughter, Ramona Lynn Kirkland. The trust shall be known as the "Patricia M. Pierce Revocable Trust."

ARTICLE II.

The Trustee shall hold the property in trust in accordance with the following provisions:

A. The Trustee shall distribute to or for the benefit of the Creator all or any part of the net income and such amount or amounts of principal of the trust as the Trustee shall deem necessary for the health, maintenance, comfort and welfare of Creator. Any income not distributed shall be added to principal and shall be distributed in accordance with the provisions of this Article.

B. Distribution at death of Creator.

After the death of the Creator, the trustee shall distribute the remaining trust assets as follows:

1. At Creator's death, Creator's husband, John W. Pierce, shall be conveyed a conditional life estate in the marital domicile located at 1800 Surrey Trail, Helena, Alabama which is more particularly described as Parcel I in Schedule A attached hereto. The condition on the life estate of the said John W. Pierce shall be that the estate

shall continue until his death or remarriage. Should John W. Pierce remarry following the death of the Creator, his right to the use and occupancy of the marital domicile shall cease. At that time the residence at 1800 Surrey Trail, Helena, AL shall be sold and the proceeds distributed to the beneficiaries. At the death of John W. Pierce or upon his remarriage a 11/12's interest in said parcel I shall pass to Arlan Craig Wann, Robert Barnett Wann, Betty Wann Hammack, William Grant Wann, Steven Mark Wann and Susan Elaine Pierce in equal undivided shares and 1/12th undivided interest to Ramona Lynn Kirkland.

At Creator's death, Creator's husband, John W. Pierce shall be conveyed full title with no restrictions to the property and house located at 140 Eldorado Circle, Jackson, Mississippi 39208 and adjoining lot which is described as Parcels II and III of Schedule A.

2. Upon Creator's death, certain personal property shall be transferred and delivered to the persons designated as recipients thereof on the attached listing which is written in the Creator's own hand. Should the designated recipient predecease Creator, said personal property will be considered a general trust asset and conveyed in accordance with the terms hereof.

3. Upon Creator's death, all property contained within the trust estate not disposed of above shall be held in accordance with the terms of this agreement for the benefit of John W. Pierce who shall receive all income from the trust property until his death or remarriage, whichever shall first occur. During any period of time following the death of Creator during which John W. Pierce is receiving the income from the trust property, he nor anyone else shall have the right to invade the corpus of the trust. All income shall be distributed through Arlan Craig Wann, who has Power of Attorney for John W. Pierce.

4. Upon the death of John W. Pierce an 11/12th's interest in the rest and remainder of the trust assets shall be distributed to Creator's children: Arlan Craig Wann, Robert Barnett Wann, Betty Wann Hammack, William Grant Wann, Steven Mark Wann, Susan Elaine Pierce, share and share alike and a 1/12th's interest to Ramona Lynn Kirkland. Should any of said persons who are designated as beneficiaries be deceased at the death of Creator or Creator's Husband, John W. Pierce, any portion of the trust assets otherwise devised and bequeathed to said beneficiary shall pass to the other then living beneficiaries, it being the intention of the Creator that no trust assets shall be received by any grandchild but instead shall be received by the surviving beneficiaries designated in this paragraph. Should any of said beneficiaries owe money to the trust, said money shall be deducted from their portion of the distribution and said amount be distributed to the other beneficiaries share and share alike.

ARTICLE III.

Except as otherwise herein expressly provided,, the administration and management of the trust herein created, the sale and conveyance of the trust assets, the investment and reinvestment of the trust assets, and the rights, powers, duties and liabilities of the Trustee shall be in accordance with and governed by the terms and provisions of the Uniform Trustees' Powers of Law of Alabama as it now exists or may hereafter be amended. However, in addition to the powers contained in that Law, and the power to make "legal investments" under Alabama Law, the Trustee shall have full power and authority:

A. To employ attorneys, accountants, investment advisors, specialists and such other agents as she shall deem necessary or desirable. The trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The trustee may charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against the trust.

B. To invest trust funds in Treasury bills, in money market funds or in a savings account or certificates of deposit in any federally insured bank or savings and loan association, including any bank which may be serving as Trustee.

C. To receive, invest in, and retain all types of property whether received by conveyance made by the Creator, or others, during life, or by will, and especially to receive, invest in and retain in the trust shares of stock in closely-held corporations, partnership interests in general and limited partnerships, and non-income producing real estate regardless of where it may be situated, without liability and without regard to the proportion such property or property of a similar character so held may bear to the entire amount of the trust estate and whether or not such property is of the class in which trustees generally are authorized to invest by law.

D. To sell, transfer, convey, mortgage, lease and dispose of the trust property upon such terms and in such manner and for such prices as the Trustee shall deem proper, and any lease or other instrument which is executed by the Trustee shall continue in full force and effect under their terms, notwithstanding the termination of this trust.

E. The Trustee or Trustees are authorized to buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustee or Trustees.

ARTICLE IV.

Neither the principal nor the income of this trust, nor any part thereof, shall be liable for the debts of any of the beneficiaries, nor shall the principal or income of this trust, nor any part thereof, be subject to seizure by any creditors of the beneficiaries. No beneficiary shall have any power to sell, assign, transfer, encumber or in any manner to anticipate or dispose of his or her interest in the trust funds, or any part thereof, or the income produced from trust funds, or any part thereof.

In making distributions for beneficiaries as required herein, and especially where such beneficiaries may be minors or by reason of illness or otherwise be incapable of transacting business, the Trustee may make such distributions either (a) directly to such beneficiary, (b) to the legal or natural guardian of such beneficiary, (c) to any relative or guardian of the person of such beneficiary, or (d) by applying such distributions for the benefit of such beneficiary by paying the beneficiary's expenses directly. In any event the Trustee shall require such reports or take such steps which the Trustee shall deem requisite to insure and enforce the due application of such distributions for the exclusive benefit of the beneficiary.

ARTICLE V.

The trust herein created is a private trust and no Trustee hereunder shall be required to obtain the order or approval of any Court for the exercise of any powers or discretion herein given. Neither the Trustee nor any successor Trustee shall be required to enter into any bond as Trustee nor shall any Trustee be required to return to any Court any periodic formal accounting of the administration of the trust, but the Trustee shall render annual accounts to the Creator during her lifetime. No person paying money or delivering property to the Trustee shall be required to see to its application.

ARTICLE VI.

A. Any Trustee may resign at any time by giving written notice, specifying the effective date of such resignation by personal delivery or by registered mail to those persons who are then beneficiaries of the Trust and to the Creator during her lifetime. Upon the resignation of the original Trustee, or if the original Trustee's attending physician shall notify the successor Trustee that the original Trustee is physically or mentally incapable of serving as Trustee, the Creator's son, Arlan Craig Wann, shall immediately begin serving as successor Trustee. In that event, the successor Trustee shall immediately take possession of all trust assets and assume the administration of the trust. The successor Trustee shall not be liable for any actions or inactions of the original Trustee.

B. If the said Arlan Craig Wann resigns as successor Trustee, regardless of the cause, another successor Trustee shall be appointed by the Creator or by Arlan Craig Wann. If the Creator or Arlan Craig Wann fail to make the appointment within thirty (30 days), such appointment shall be made by the Chancery Court of Shelby County, Alabama , upon petition brought by or on behalf of the beneficiaries of the trust.

C. The resignation of any Trustee shall become effective upon the qualification of the successor Trustee and submission of a full accounting by the resigning Trustee; however, the successor Trustee and the beneficiaries may agree to waive a final accounting by the Trustee being replaced.

D. Any successor Trustee shall be vested with all the rights, power, duties and discretion herein conferred upon the original Trustee being replaced.

E. Unless otherwise provided, in referring to the Trustee, any masculine terminology also includes the feminine and neuter or vice versa and any reference in the singular shall also include the plural or vice versa.

ARTICLE VII.

The Creator reserves the following rights, powers and authorities:

- (a) To withdraw property from this trust in any amount and at any time;
- (b) To add additional property to the trust;
- (c) To change the beneficiaries, their respective shares and the plans of distribution of the trust estate;
- (d) To amend this Trust Agreement in other respects; provided however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent or without satisfactory adjustment of the Trustee's compensation;
- (e) To revoke this Trust in its entirety by an instrument in writing filed with the Trustee.

ARTICLE IX.

This Revocable Trust Agreement may be executed in any number of copies, each of which shall be an original and no other copy need be produced.

This Trust shall be subject to and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, this Revocable Trust Agreement has been executed by the parties thereto on the day and year first above written.

Patricia M. Prime TTELE

STATE OF ALABAMA
COUNTY OF SHELBY

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Patricia M. Pierce, as Creator and Trustee of the above Trust, who acknowledged that she executed the above and foregoing Revocable Trust Agreement on the day and year therein shown.

SWORN TO AND SUBSCRIBED before me, this the _____ day of July, 1999.

Helen F. Martin

My Commission Expires: 2-13-02

Inst # 2002-00465

02/20/2002-08465
10:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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