

## ***Revocable Living Trust Agreement***

***Revocable Living Trust Agreement for a Grantor, also serving as  
Trustee, for the lifetime use of Grantor, then to others***

### **FORM #2**

This Revocable Living Trust Agreement is made this 18 day  
of Sept, in the year of 2010, between  
LB Brasher of (Address) 220 LB Road,  
City of Pelham,  
State of Alabama herein referred to as Grantor,  
and Barbara G. Kelly of (Address) 220 LB Road,  
City of Pelham, State of Alabama,  
herein referred to as Trustee.

WHEREAS, grantor is now the owner of the property described in Exhibit A attached hereto and made a part hereof;

WHEREAS, grantor desires to make provision for the care and management of such property, and the collection of the income therefrom, and the disposition of both such income and such property in the manner herein provided:

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants set forth herein, grantor and trustee agree as follows:

**1. Transfer of Property:** Grantor, in consideration of the acceptance by trustee of the trust herein created, hereby conveys, transfers, assigns, and delivers to trustee, his/her successors in trust and assigns, the property described in Exhibit A attached hereto and made a part thereof, by this reference, which property, held by trustee hereunder, is herein referred to as Trust Estate. Grantor, and any other persons 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 a part of the trust estate.

**2. Disposition of Income and Principal:** Trustee 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, dispose of the net income therefrom and corpus thereof, as follows:

During the lifetime of grantor the trustee may pay income of the trust estate and such portions of the principal as the grantor from time to time may direct to the grantor, or otherwise as he/she directs during his/her life. After the death of grantor the trustee or successor trustee shall distribute the trust estate to the following beneficiary or beneficiaries who shall survive grantor:



FORM #2 CONTINUED

20110321000088700 2/3 \$15.00  
Shelby Cnty Judge of Probate, AL  
03/21/2011 11:43:15 AM FILED/CERT

1999 Toyota Tacoma

The share of any beneficiary who shall be under the age of 18 years shall not be paid to such beneficiary but shall instead be held in trust to apply to his/her use all the income thereof, and also such amounts of the principal, even to the extent of all, as the trustee deems necessary or suitable for the support, welfare and education of such beneficiary; and when he/she attains the age of 18 years, to pay him/her the remaining principal, if any. If any beneficiary for whom a share is held in trust should die before having received all the principal thereof, then upon his/her death the remaining principal shall be paid to his/her then living child or children, equally if more than one, and in default thereof, to the then living descendants of the grantor, per stirpes. No interest hereunder shall be transferable or assignable by any beneficiary, or be subject during his or her life to the claims of his or her creditors. Notwithstanding anything herein to the contrary, the trust hereunder shall terminate not later than twenty-one (21) years after the death of the last beneficiary named herein.

**3. Revocation and Amendment:** The grantor may, by signed instrument delivered to the trustee, revoke the trusts hereunder, in whole or in part, or amend this Agreement from time to time in any manner.

**4. Successor Trustees:** In the event of the death or incapacity of trustee, I hereby nominate and appoint as successor trustee

Barbara G. Kelly of (Address) 220 LB Road,  
City of Pelham, State of Alabama

In the event the successor trustee does not serve I appoint whomever shall at the time be the first designated beneficiary hereunder. The trustees and their successors shall serve without bond.

**5. Trustee Acceptance:** This trust has been accepted by trustee and will be administered in the State of Alabama and its validity, construction, and all rights thereunder shall be governed by the laws of that state.



FORM #2 CONTINUED

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IN WITNESS WHEREOF, grantor and trustee have executed this Agreement on the date above written.

Grantor LB Brasher Trustee Barbara G. Kelly

Witness (1) Jerry Martin

Witness (2) John E. Owens

Sworn to and subscribed before me this 18 day of Sept., in the year of 2010.

My Commission Expires: 03-08-2014  
Date

Jerry L. Martin  
Notary Public

JERRY L. MARTIN  
TERM EXPIRES  
3-08-2014