

STATE OF ALABAMA)
SHELBY COUNTY)

I certify this is a true
Copy of original document.
Original is in file with
Estate Attorney, Donald T. Trevino,
attorney for Martha T. Wisham
Estate.

D. Trevino (Pam 014)

IN RE: THE ESTATES OF)
)
MARTHA T. WISHAM &)
)
KENNETH S. WISHAM)
)
Deceased.)

Case No. 2010 - 00358
2010 - 00359



20110426000126940 1/8 \$37.00
Shelby Cnty Judge of Probate, AL
04/26/2011 02:36:06 PM FILED/CERT

HEIRSHIP AGREEMENT AND CONSENT

We, the undersigned heirs, Wendy Wisham Pope, daughter of Martha T. Wisham and Kenneth S. Wisham, Douglas Grant Wisham, son of Kenneth S. Wisham, Teresa Danielle Wisham Cavinder, daughter of Kenneth S. Wisham, Kenneth Mark Wisham, son of Kenneth S. Wisham, Kenneth Michael Wisham, son of Kenneth S. Wisham, and James R. Hooper, son of Martha T. Wisham, all being over the age of 19, surviving issue of Martha T. Wisham and Kenneth S. Wisham in various degrees of kinship as hereinabove indicated, both of whom departed this life on or about the 30th day of November, 2009, and pursuant to Alabama Code § 6-5-410, do hereby acknowledge, agree, and consent to the following:

- 1) Work together to identify, preserve, and collect any and all assets existing in both Estates at the time of the decedents deaths. Provide full disclosure of any and all assets passing outside of either Estate including without limitation, beneficiary designations, account applications, contracts, policies et al.
- 2) Pay any and all related last expenses for both estates including without limitation, courts costs and attorney fees.

Provide a full accounting of both Estates to all heirs. Said accounting shall include without limitation, the last two (2) years tax returns, any and all bank/credit union accounts, brokerage accounts, retirement accounts, pensions, and IRA accounts for the three (3) months preceding the death of each decedent as well as current (last thirty (30) days or statement cycle) documentation on the same.

- 3) That in consideration for any and all future claims for wrongful death, pursuant to Alabama Code § 6-5-410, against the Estate of Martha T. Wisham by the Estate of Kenneth S. Wisham, it is hereby agreed that any and all assets in the Estate of Martha T. Wisham shall be paid over, conveyed, and/or transferred in equal shares, after expenses, to the above named heirs per stirpes.

- 4) That any and all assets in the Estate of Kenneth S. Wisham shall also be paid over, conveyed, and/or transferred in equal shares, after expenses, to the above named heirs per stirpes.
- 5) Allow Wendy Wisham Pope to be appointed to act as Executrix for the Estate of her mother, Martha T. Wisham, provided that, no Executrix's fees are charged to the Estate.
- 6) Allow Douglas Grant Wisham to be appointed to act as Executor for the Estate of his father, Kenneth S. Wisham, provided that, no Executor's fees are charged to the Estate.
- 7) Allow Donald Trawick to represent both Estates throughout the probate process. Compensate Mr. Trawick in the amount of fifteen hundred dollars (\$1,500) plus court costs and expenses for said Estate work.
- 8) It is acknowledged and agreed that each heir shall be responsible for payment of any legal fees incurred on his/her behalf individually and that neither of the said Estates shall be responsible for individual legal fees.
- 9) It is acknowledged that a potential conflict of interest exists because of Mr. Trawick's representation of both said Estates and Wendy Wisham Pope. All parties are agreeable to Mr. Trawick's representation of the above named parties.
- 10) It is acknowledged that liquid assets are available within both Estates and that a partial distribution of up to ninety (90%) percent of said assets shall be made within thirty (30) days of the appointment of the above named Executors by the Judge of Probate. All parties agree to cooperate in executing any and all authorizations for partial distributions as may be required.
- 11) The parties acknowledge and agree that subsequent Wrongful Death Claim(s) are to be filed/pursued against the makers of Chantix or other defendant(s) or fictitious third-parties who shall subsequently be identified on behalf of both decedents. Said claim(s) shall be pursued by the Executors within thirty (30) days of appointment by the Judge of Probate. The Executors agree to execute any and all documents necessary to pursue said claims and to work with trial attorneys in their respective capacities as Executors to the best of their abilities.
- 12) The parties acknowledge and agree to execute a similar (Chantix) heirship agreement contemporaneously with the execution of this agreement. It is further agreed that unless and until both heirship agreements are executed by all of the above named heirs, neither of said agreements shall be binding upon any party.
- 13) The parties acknowledge and agree that personal items belonging to the decedents shall be divided up equally among the above named heirs in equal shares as soon as

practicable. Any large asset such as an automobiles etc...may be purchased from either Estates by any heir at fair market value as determined by the Executors. Any heir purchasing said asset(s) may deduct said cost from his or her future distribution(s). Executors shall have the joint authority to approve any such asset sale.

- 14) The parties acknowledge and agree that as soon as practicable, but not more than thirty (30) days after appointment of Executors, said Executors will place all remaining assets from both estates up for sale. Such sale shall be conducted in a commercially reasonable manner including without limitation, listing any and all real property with a local real estate broker/agent, consignment of automobiles or other vehicles, and holding an Estate Sale to dispose of any and all remaining assets.

I hereby acknowledge and consent to the terms and conditions of this agreement without objection.

This the 20 day of April, 2010.

Wendy Wisham Pope
WENDY WISHAM POPE
Daughter of Decedents

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Madison)

Subscribed and sworn to before me this the 20 day of April, 2010.

Diana Bealehan
Notary Public
My Commission Expires: My Commission Expires 1-29-2012

W I hereby acknowledge and consent to the terms and conditions of this agreement without objection.

I hereby acknowledge and consent to the terms and conditions of this agreement without objection.

This the 10th day of May, 2010.

Douglas Grant Wisham
DOUGLAS GRANT WISHAM
Son of Decedent

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

Subscribed and sworn to before me this the 10th day of May, 2010.

[Signature]
Notary Public
My Commission Expires: 3-3-12

I hereby acknowledge and consent to the terms and conditions of this agreement without objection.

This the 10th day of May, 2010.

Teresa Danielle Wisham Cavinder
TERESA DANIELLE WISHAM CAVINDER
Daughter of Decedent

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

Subscribed and sworn to before me this the 10th day of May, 2010.

[Signature]
Notary Public
My Commission Expires: 3-3-12

I hereby acknowledge and consent to the terms and conditions of this agreement without objection.

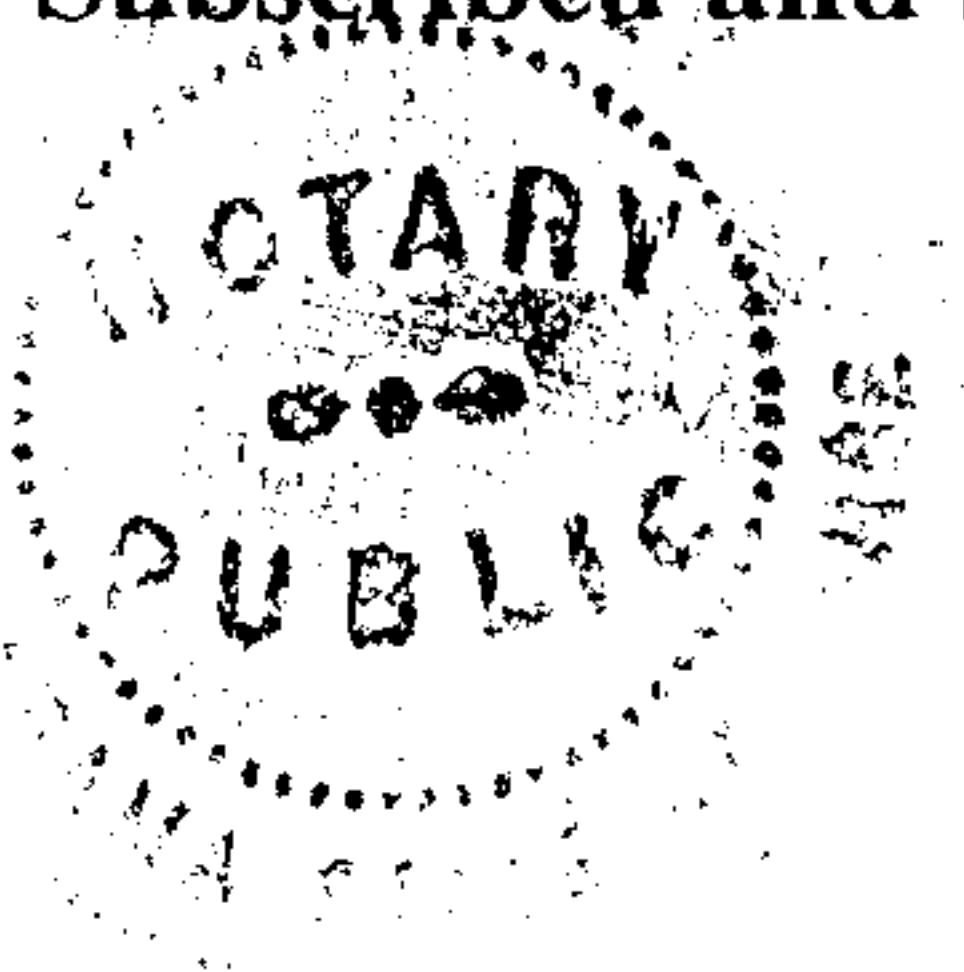
This the 10th day of May, 2010.

Kenneth M. Wisham
KENNETH MICHAEL WISHAM
Son of Decedent

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

Subscribed and sworn to before me this the 10th day of May, 2010.



[Signature]
Notary Public
My Commission Expires: 3-3-12

I hereby acknowledge and consent to the terms and conditions of this agreement without objection.

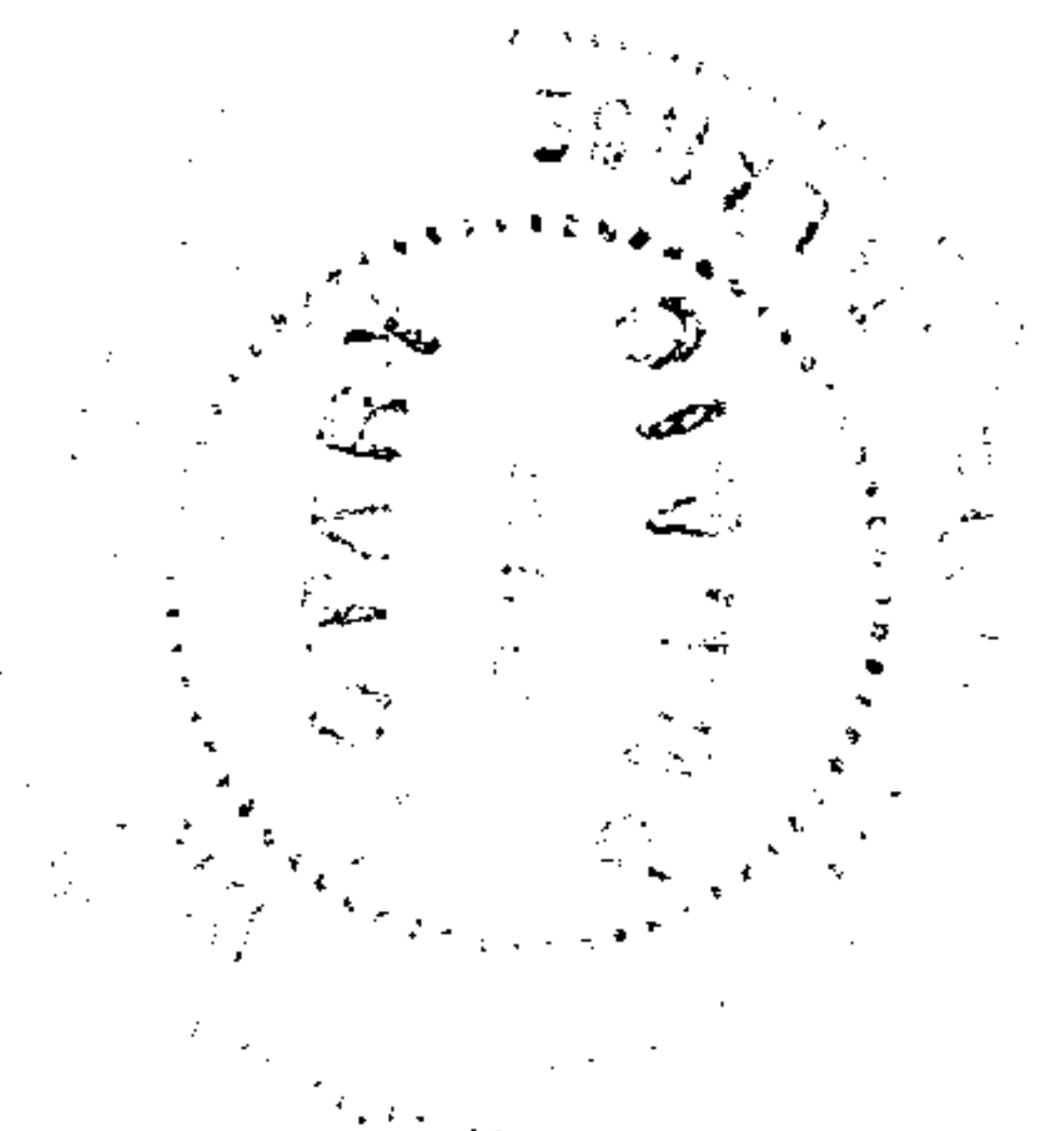
This the 10th day of May, 2010.

Kenneth Mark Wisham
KENNETH MARK WISHAM
Son of Decedent

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

Subscribed and sworn to before me this the 10th day of May, 2010.



[Signature]
Notary Public
My Commission Expires: 3-3-12



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KENNETH MICHAEL WISHAM
Son of Decedent

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF _____)

Subscribed and sworn to before me this the _____ day of _____, **2010**.

Notary Public
My Commission Expires: _____

I hereby acknowledge and consent to the terms and conditions of this agreement without objection.

This the ____ day of _____, **2010**.

KENNETH MARK WISHAM
Son of Decedent

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF _____)

Subscribed and sworn to before me this the _____ day of _____, **2010**.

Notary Public
My Commission Expires: _____

I hereby acknowledge and consent to the terms and conditions of this agreement without objection.

This the ____ day of _____, **2010**.



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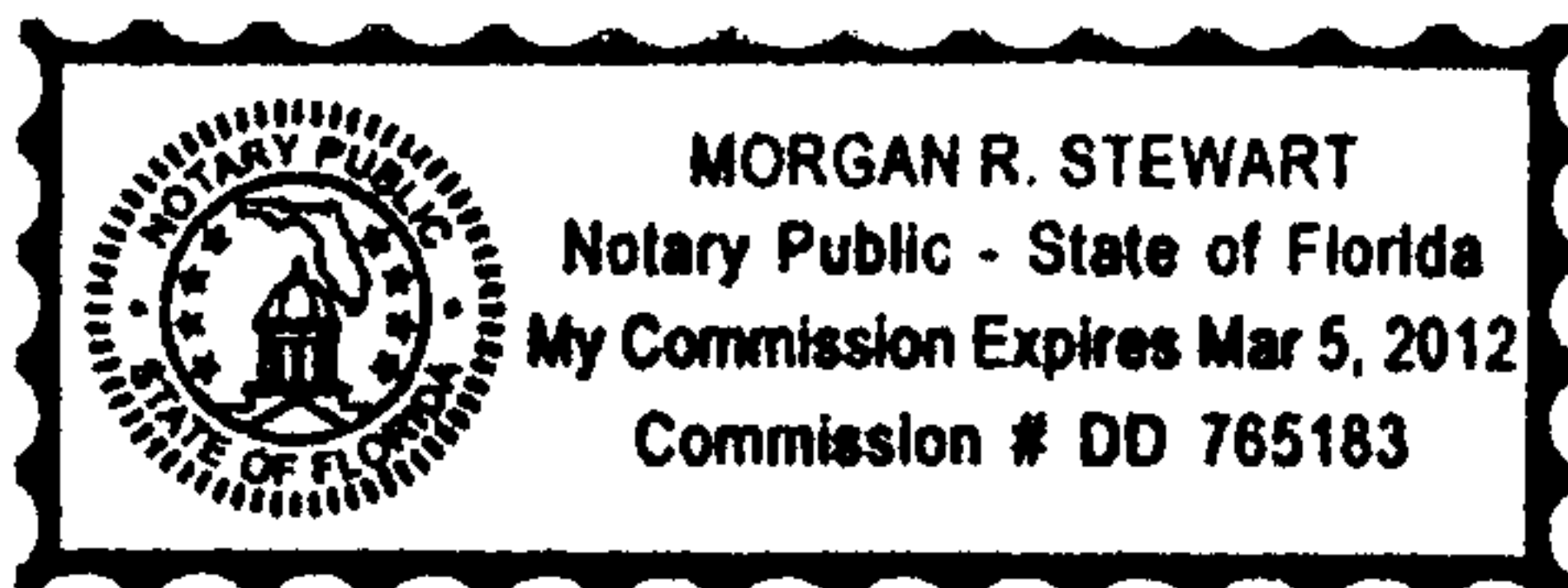
JAMES R. HOOPER
Son of Decedent

ACKNOWLEDGMENT

Florida
STATE OF ALABAMA)
COUNTY OF *Orange*)

Subscribed and sworn to before me this the 1st day of June, **2010**.

Morgan R Stewart
Notary Public
My Commission Expires: 3/5/12



STATE OF ALABAMA)
SHELBY COUNTY)

IN RE: THE ESTATE OF)
)
MARTHA T. WISHAM)
)
Deceased)

Case #: 2010 - 000358

KNOWN REAL PROPERTY OF THE ESTATE

OF

MARTHA THOMPSON WISHAM

The following described real estate is owned by the above referenced estate, is situated in Shelby County, Alabama to-wit:

Lot 25, according to the Survey of Laurel Woods, as recorded in Map Book 16, Page 24, in the Probate Office of Shelby County, Alabama