Erreginal

Preparen By

David Markham

Tucker & Markham

1831 Washington

Parsons, KS 67357

20120907000339150 1/21 \$15.00 Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT

# THE BEVERLY L. MOORE

REVOCABLE TRUST

By execution of this agreement, Grantor transfers to the Trustee the property described in Schedule A and the Trustee accepts such property as the initial trust estate. The Trustee shall hold and dispose of the trust estate upon the terms set forth in this agreement. During Grantor's life the trust hereby created shall be known as "The Beverly L. Moore Revocable Trust".

## ADMINISTRATION AND DISPOSITION OF TRUST ESTATE DURING GRANTOR'S LIFE

### I. POWERS OF GRANTOR

Grantor reserves the following powers: (1) to withdraw property from the trust in any amount at any time; (2) to add additional property to the trust by will or otherwise; (3) to change the number and the identity of the Trustees acting as such hereunder; (4) to change the beneficiaries, their respective shares and the plan of distribution of the trust assets; (5) to alter or amend this agreement in any respect provided that the duties or responsibilities of the Trustee shall not be enlarged without its consent; (6) to revoke this trust in whole or in part; and (7) from time to time to require the Trustee to pledge, mortgage or otherwise encumber all or any part of the trust estate as security for any indebtedness incurred by Grantor. To be effective, the exercise of such powers shall be by written instrument signed by Grantor and delivered to the Trustee prior to Grantor's death.

The powers reserved by Grantor under this provision are exercisable in the absolute discretion of Grantor and neither the Trustee nor any beneficiary hereunder shall have any right or power to enforce or object to the exercise of such powers.

# II. DIRECTION FROM GRANTOR REGARDING THE DISPOSITION OF INCOME AND PRINCIPAL

A. During Grantor's life, the Trustee shall hold, manage, invest and reinvest the trust

20120907000339150 2/21 \$15.00 Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT

-2-

estate, collect the income therefrom and pay to Grantor or as she shall direct all, none or such part of the net income and principal as Grantor may specify from time to time by a written instrument signed by Grantor and delivered to the Trustee prior to Grantor's death.

B. In the absence of effective written direction from Grantor, the Trustee shall, during Grantor's life, pay to Grantor, and/or Grantor's spouse, or apply to their benefit all, none or such part of the net income and principal as the Trustee shall from time to time determine to be advisable for their medical care, maintenance, support and reasonable comfort in their accustomed manner of living.

## III. POWERS AND DUTIES OF TRUSTEE WITH RESPECT TO CERTAIN ASSETS

Notwithstanding any other provisions hereof or of any instrument of transfer now or hereafter delivered to the Trustee, the Trustee shall have no responsibility for any tangible personal property transferred to it upon this trust for so long as Grantor shall retain the use and possession thereof. The Trustee shall be responsible only for such property as may be physically delivered to it. Grantor may by written instrument direct the Trustee, on terms specified in such instrument, to transfer or otherwise dispose of, with or without consideration, any part or all of such tangible personal property, the consideration, if any, therefor, to be delivered to the Trustee and to be added to the trust estate.

During Grantor's life she shall have the right to use and occupy any real estate held in the

20120907000339150 3/21 \$15.00 Shelby Cnty Judge of Probate, AL

2

trust estate without rent or other accounting to the Trustee, and while such property is occupied by Grantor, the Trustee shall have no obligation or responsibility with respect thereto and shall not be liable for any loss, damage or other deterioration thereof nor for the payment of any taxes, insurance, repairs, maintenance or other charges in respect to such property. Nevertheless, the Trustee may in its discretion pay any or all such expenses out of the income or principal of the trust estate.

#### IV. INCAPACITY

If at any time the Trustee shall receive a written statement signed by Grantor's personal physician stating that he considers Grantor to be so mentally or physically incapacitated as to be unable to effectively manage or apply her estate to necessary ends, and if the Independent Trustee shall concur in any such statement and shall file a similar statement in the records of the trust, then, whether or not Grantor may have been adjudicated or certified an incapacitated person and notwithstanding any contrary direction from Grantor, Grantor shall be considered to be incapacitated and the provisions of this trust apply.

If Grantor is determined to be incapacitated as provided in the above paragraph, then, during the period of such incapacity, (a) if Grantor is then acting as a Trustee hereunder, she shall be deemed to have resigned; (b) any attempt by Grantor to exercise any of the powers reserved by her under this agreement shall be without force and effect; (c) notwithstanding any directions given by Grantor in or under Article II A, the Trustee shall distribute the income and principal of

20120907000339150 4/21 \$15.00 Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT

-4-

the trust estate as provided in Article II B; (d) the Trustee shall have power and authority on Grantor's behalf to exercise or perform any act, power, duty, right or obligation whatsoever that Grantor may have, relating to any person, matter, transaction or property, real or personal, tangible or intangible, whether in the trust estate or owned by Grantor, including, without limitation, power to transfer to itself upon the terms set forth in this agreement any property owned by Grantor. This power granted to the Trustee shall be construed and interpreted as a general durable power of attorney to act as Grantor's attorney in fact and agent in her name and for her benefit and shall be in addition to all other powers bestowed upon the Trustee by this agreement.

If at any time after the determination of incapacity as set out above the Trustee shall receive a written statement signed by Grantor's personal physician that Grantor is no longer so mentally or physically incapacitated as to be unable to effectively manage or apply her estate to necessary ends, then Grantor shall no longer be deemed to be incapacitated under the terms of this trust. Restoration of capacity pursuant to this article shall automatically restore Grantor as a Trustee under this agreement. Any restrictions upon the powers reserved by Grantor under this trust agreement shall cease to apply.

In the event Roy E. Moore is unable to serve in the capacity of Independent Trustee, then Kevin A. Moore of Parsons, Kansas, is hereby appointed to serve as the Independent Trustee with powers as hereinabove stated. In the event Kevin A. Moore is unable to serve in the capacity of

20120907000339150 5/21 \$15.00 Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT

-5-

Independent Trustee, then Jennifer A. Morin of Montgomery, Texas, is hereby appointed to serve as the Independent Trustee with powers as hereinabove stated.

## V. DISPOSITION OF TRUST ESTATE AFTER GRANTOR'S DEATH

## (A) PAYMENT OF EXPENSES AND TAXES

Upon Grantor's death, the Trustee shall pay (1) the expenses of Grantor's last illness, funeral and burial, and all of Grantor's lawful debts, (2) taxes payable by reason of Grantor's death, subject to the conditions and limitations of paragraph (A) 1. below, and all unpaid income and gift taxes of Grantor, including interest and penalties on all such taxes, and (3) the expenses of administering Grantor's estate. As soon as convenient after the payment of such taxes and expenses, the Trustee shall distribute the trust estate as hereinafter set out.

1. Allocation of Expenses and Taxes. All estate, inheritance, legacy, succession or transfer taxes (including any interest and penalties thereon) due at Grantor's death or imposed by reason of Grantor's death, whether or not attributable to property disposed of by this instrument (hereafter "Death Taxes") shall be borne by the beneficiaries in proportion to the value of the interest which they receive on Grantor's death, whether under this instrument or otherwise. Provided, however, no gift or trust which qualifies for the marital or charitable deduction or which is excluded from Grantor's gross estate for federal estate tax purposes shall bear the burden of any Death Taxes.

20120907000339150 6/21 \$15.00 Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT

## (B) RESIDUE OF TRUST ESTATE

- 1. If there is at the time of Grantor's death a written memorandum signed by Grantor directing the disposition of any of Grantor's personal effects located in Grantor's home and other personal property, pursuant to K.S.A. 59-2296, Grantor requests and directs that the Trustee carry out and comply with the requests contained in said memorandum.
- 2. Upon the death of Grantor, if the spouse of Grantor, Roy E. Moore, survives her, the Trustee shall separate a portion of the Trust Estate, including proceeds from insurance policies payable to Trustee, real property, personal property, and any other property which may be added to this trust after Grantor's death into a trust, hereinafter called Trust A.
- 3. Trust A shall include a sum equal to the largest amount that can pass free of federal estate tax under this Article by reason of the unified credit and the state death tax credit (provided the use of the credit for state death tax does not increase the amount of such state death taxes payable by Grantor's estate) allowable to Grantor's estate but no other credit and after taking account of property disposed of by other Articles of this Trust and property passing outside of this Trust which is includable in Grantor's gross estate and does not qualify for the marital or charitable deduction and after taking account of charges to principal that are not allowed as deductions in computing Grantor's federal estate tax. For the purpose of establishing the sum disposed of by this Article the values finally fixed in the federal estate tax proceeding relating to Grantor's estate shall be used. Grantor recognizes that no sum may be disposed of by this Article

20120907000339150 7/21 \$15.00 Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT and that the sum so disposed of may be affected by the action of Grantor's Executor or Grantor's Trustee in exercising certain tax elections.

4. The balance of the Trust Estate not included in Trust A shall be distributed to Roy E.

Moore outright.

5. During the lifetime of Grantor's spouse, Roy E. Moore, the Trustee shall, at least

annually, pay to said spouse all of the net income from Trust A. In addition, Grantor's Trustee

shall pay to Grantor's spouse from the principal of Trust A, such amount or amounts as the

Trustee deems appropriate to provide for his health, education, maintenance and support, upon

consideration of other funds from all sources known by the Trustee to be available to Grantor's

spouse for such purposes.

6. If the order of Grantor's spouse's death and Grantor's death cannot be established by

proof, Grantor shall conclusively be presumed to have survived Grantor's spouse for all purposes

of this agreement.

7. Upon the death of Grantor's spouse, the full balance of Trust A, if any there be, shall be

distributed in accordance with this Trust as if Grantor's spouse, Roy E. Moore, had not survived

her.

8. In the event Grantor is not survived by his spouse, Beverly L. Moore, then upon the

death of Grantor the entire trust estate is to be distributed as follows:

One-fourth (1/4) share to Grantor's son, Kevin A. Moore.

20120907000339150 8/21 \$15.00 20120907000339150 Probate, AL

20120907000339150 8/21 \$15.00 Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT

-8-

One-fourth (1/4) share to Grantor's daughter, Jennifer A. Morin.

One-fourth (1/4) share to Grantor's son, Kurtis W. Moore.

A TOTAL BEAUTY

One-fourth (1/4) share to Grantor's son, Nicholas T. Moore.

In the event any of the above named children are not living at the time of Grantor's death, his or her share of said trust estate shall be distributed to such deceased child's issue, per stirpes.

If a child is deceased, leaving no issue, then that child's share shall be equally distributed to the surviving children of Grantor, or in the event of no surviving child, then per stirpes to any issue of Grantor's children.

In the event any issue of a deceased child named in this paragraph #8 is twenty-one (21) years of age or above, these persons shall receive his or her share outright. In the event any issue of a deceased child named in this paragraph #8 are under twenty-one (21) years of age, the Trustee shall divide all accumulated income and corpus not distributed to any issue who has attained 21 years of age into a number of shares equal to the number of issue of the deceased child who are under age 21, and shall retain IN TRUST and upon trust each person's share. After the Trust Estate has been divided, each share shall be administered as follows:

The Trustee shall distribute to each person from that person's share so much of the income and corpus as the Trustee determines to be necessary for the education, support and comfort of each person for which a share was established.

Upon an person for which a trust share was established attaining the age of 21 years, the Trustee shall distribute the residue and remainder in his or her trust share

20120907000339150 9/21 \$15.00 Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT to said person, or if not living, then said share to be divided among the issue of said deceased person, per stirpes, or if no issue, to his or her heirs pursuant to the law of intestate succession.

9. If the above named beneficiaries, or any issue of them, shall not be living upon the subsequent death of Grantor's spouse, or if none of the beneficiaries, nor any issue of any of them, shall be living upon the death of the Grantor in the event that Grantor's spouse shall not survive Grantor, the principal of the Trust Estate as then constituted or all of the proceeds of life insurance policies upon the death of Grantor as the case may be, shall be equally distributed, as follows:

A Park

One-third (1/3) share to Kansas University, Lawrence, Kansas.

One-third (1/3) share to Labette Community College, Parsons, Kansas.

One-third (1/3) share to St. Patrick's Church, Parsons, Kansas.

10. Regardless of any of the other provisions of this trust, no trust or share of a trust under this Trust Agreement shall last for a period longer than lives in being mentioned in this instrument plus twenty-one (21) years. If termination occurs under this clause, all principal and undistributed income held by the Trustee at that time shall be distributed to those persons entitled to receive the same at that time.

11. If any legatee, devisee or beneficiary, other than Grantor's spouse, shall die simultaneously with Grantor or under such circumstances as to render it difficult or impossible to determine who predeceased the other, the Grantor shall be deemed to have survived such legatee,

-10-

devisee or beneficiary and the provisions of this Agreement shall be construed upon that assumption.

After all the Trust estate is distributed, this Trust shall terminate.

## VI. SUCCESSOR TRUSTEES

4 1 4

## (A) DESIGNATION OF SUCCESSOR TRUSTEES

If for any reason Beverly L. Moore or Roy E. Moore cease to act as Trustee, then the remaining one of them shall continue to serve at the sole Trustee under this Trust Agreement.

If for any reason both Beverly L. Moore and Roy E. Moore cease to act as Trustee, then Grantor appoints Kevin A. Moore as Successor Trustee to serve as Trustee under this Trust Agreement. In the event Kevin A. Moore is unable to serve is this capacity, Grantor appoints Jennifer A. Morin as Successor Trustee to serve as Trustee under this Trust Agreement.

## (B) RESIGNATION OR REMOVAL OF TRUSTEES

1. Resignation. Any Trustee of any trust created by this agreement may resign from office at any time by giving notice in writing to Grantor during her lifetime, and after Grantor's death by giving notice in writing delivered in person to or mailed to the last known address of any co-trustee and each beneficiary then receiving or who would then be eligible in the discretion of the Trustee to receive the income of such trust. Such resignation shall be effective upon the

20120907000339150 11/21 \$15.00

-11-

acceptance of the trusteeship by a properly designated successor trustee. Notice shall be effectively given in the case of a beneficiary who is a minor or under a legal disability if given to the parent, guardian or other person or institution having custody of such beneficiary.

2. Incapacity of Individual Trustees. If a personal physician of any individual Trustee shall state in writing that, in his opinion, such Trustee is physically or mentally incapacitated to such an extent that she is unable to give prompt and intelligent attention to Trust affairs, and if all of the other Trustees, if any, shall concur in writing in the physician's opinion, then, whether or not such Trustee may have been adjudicated or certified an incompetent person, such Trustee shall be deemed to have resigned effective upon the filing in the trust records of the physician's statement and any required concurring opinions.

## (C) REMOVAL OF TRUSTEES

4 4

- 1. Power to Remove. After Grantor's death or during any period of Grantor's incapacity, as hereinbefore provided, the Trustee of any trust may at any time be removed by Grantor's spouse, during his lifetime, and, after his death, by all of the adult beneficiaries currently eligible to receive the income of such Trust, except an adult beneficiary serving as Trustee. To be effective, such removal may be by written notice signed by Grantor's spouse, or by all such beneficiaries, as the case may be, and delivered to the removed Trustee.
- 2. Removal. Upon the removal of any Trustee, if no successor trustee is designated, as hereinbefore provided, or if the designated successor is for any reason unable or unwilling to

20120907000339150 12/21 \$15.00 20120907000339150 of Probate, AL Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT act, the person or persons by whom such Trustee was removed shall have power to designate a successor trustee, individual or corporate. To be effective, such designation shall be by written notice signed by the person or persons exercising such power of designation and delivered to the designated successor.

## (D) POWERS OF SUCCESSOR TRUSTEES

3 1 1 6

Every successor or substitute trustee shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original trustee without any act of conveyance or transfer. No successor trustee shall be obligated to examine the accounts, records and acts of any previous trustee or any allocation of the trust estate, nor shall such successor trustee be required to proceed against a previous trustee for any act or omission to act on the part of such previous trustee.

## (E) NON CONTRACTUAL PROVISION

Although this Trust has reciprocal provisions with the Trust of Grantor's spouse, these Trusts are not contractual and shall not be interpreted as such.

## VII. TRUSTEE'S POWERS

Any Trustee shall be permitted to qualify without the necessity of giving a bond or other undertaking in this or any other jurisdiction.

A. Situs. The trust or trusts created hereunder shall be administered and the terms and provisions thereof construed under the laws of the State of Kansas.

B. Accounting. After the Grantor's death, my Trustee shall keep accurate books of

-13-

20120907000339150 13/21 \$15.00 Shelby Cnty Judge of Probate, AL

account reflecting all transactions pertaining to the trust estate, which books of account shall be at all reasonable times open to inspection by each beneficiary; in addition thereto, at the close of each fiscal year, my Trustee shall furnish to each adult beneficiary who shall make written request therefor a written statement of the trust account for the preceding fiscal year, including the investments constituting the corpus thereof, and all transactions during such year pertaining to the trust estate.

1 1 1

- C. Compensation. Any Trustee of any trust under this agreement, other than any Trustee who is a beneficiary of such Trust, shall be entitled to compensation commensurate with the services actually performed. Any Trustee under this instrument shall be entitled to reimbursement for expenses properly incurred.
- D. Liability of Trustee. Notwithstanding any other provision hereof, my Trustee, in connection with the administration of the trust estate, shall not be liable for good faith mistakes of law or of fact or for good faith errors of judgment, but shall be liable only for gross, wanton, or willful misconduct in the performance of the duties as Trustee, or for failure to exercise that degree of honesty, good faith, and fair dealing which fiduciary-Trustees are by law required to exercise toward trust beneficiaries.
- E. Suits. In the event any suit shall be threatened or instituted by any person against my Trustee, based upon, pertaining to, or concerning any act of misfeasance or nonfeasance allegedly committed or neglected by my Trustee, in the performance of the duties and powers under this trust, and in the further event that my Trustee is adjudicated or is otherwise demonstrated, to the satisfaction of the District or other court possessing jurisdiction of the trust estate, to be not liable in such respect, then my Trustee shall be entitled to be reimbursed out of the trust estate for any and all reasonable costs and expenses, including reasonable attorneys' fees, incurred by my Trustee in resisting any such suit or claim.
- F. Powers. (1) My Trustee shall have all of the powers provided for and set out in the "Uniform Trustees' Powers Act" as provided by K.S.A. 58-1201, et. seq., as may be amended from time to time.
  - (2) My Trustee shall not be required to furnish bond.
- (3) During Grantor's lifetime the Trustee shall have the right to add property to this revocable trust and the right to amend said trust in order to limit or eliminate Federal Estate taxes.
  - (4) My Trustee shall have the right to disclaim, either in whole or in part, any

20120907000339150 14/21 \$15.00 Shelby Cnty Judge of Probate, AL 09/07/2012 11:43:47 AM FILED/CERT interest or power otherwise passing to me by testate or intestate succession or by inter vivos transfer.

3 1 1 t

- (5) Each original Trustee named herein may act independently of each other.
- G. Spendthrift Provisions. Neither the corpus or income of the trust nor the interest of any beneficiary in or to the corpus or income of the trust shall be subject to voluntary or involuntary pledge, mortgage, hypothecation, encumbrance, lease, sale, transfer, assignment, disposition, or anticipation by such beneficiary, by any means or in any manner, or be subject to the debts, contracts, obligations, engagements, torts, judgments or liabilities of such beneficiary, nor shall the same be subject to the claims of such beneficiary's creditors or to sale, seizure, attachment, garnishment, sequestration, lien, foreclosure, judgment, decree, order, writ or legal or equitable process of whatsoever kind or nature, including but not limited to bankruptcy, receivership or alimony judgments, decrees or awards.
- H. Investments by Trustee. The Trustee shall be authorized to invest the Trust Estate in such stocks, bonds, notes and other securities or property, real or personal, including shares or interests in investment trusts and common trust funds, as the Trustee may deem advisable.
- I. Application of Money. No person who purchases property from the trust estate, loans money or pays or discharges any obligation, liability, or debt thereto, or who has any dealing of whatsoever kind or nature with my Trustee which results in paying, assigning, or otherwise transferring or delivering any money or property, of whatever kind or character, to my Trustee, shall be required to look to the application or disposition of the funds or property so received by my Trustee or be in any manner responsible for the application or disposition thereby by my Trustee.
- J. Commingling of Funds. In the event separate trusts are created hereunder, my Trustee is hereby expressly authorized to commingle their funds for investment purposes.

20120907000339150 15/21 \$15.00 Shelby Cnty Judge of Probate, AL

09/07/2012 11:43:47 AM FILED/CERT

VIII. DEFINITIONS

4 7 1 1

A. Family. Grantor's husband's name is Roy E. Moore and references to Grantor's

husband or spouse are to him only. Grantor has four children now living whose names are: Kevin

A. Moore Jennifer A. Morin, Kurtis W. Moore, and Nicholas T. Moore.

B. Issue. Except as may otherwise be provided in this agreement, "issue" means all

persons who are descended from the person referred to for purposes of intestate succession as

determined under the laws of Kansas as those laws exist on the date of Grantor's death.

C. Independent Trustee. The sole function of the Independent Trustee is to determine

whether the Grantor is incapacitated.

IN WITNESS WHEREOF, Grantor has hereunto affixed her hand and seal and the

Trustees have executed this agreement all of the day and year first above written.

Beverly L. Moore
GRANTOR

**TRUSTEE** 

-16-

09/07/2012 11:43:47 AM FILED/CERT

Roy E. Moore
TRUSTEE

Roy E. Moore

INDEPENDENT TRUSTEE

and the sandonsies of a Nictor	Dublic in and fa	- tha aa	untri and at	ata afamasa:	<b>.</b>
BE IT REMEMBERED, that on this _		30th	_ day of	June	
COUNTY OF LABETTE	)				
	) SS:				
STATE OF KANSAS	)				

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

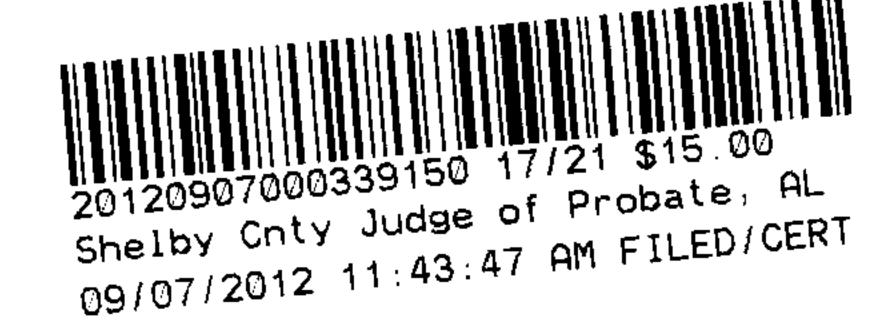
My Appointment Expires:

April 4, 2002

Notary Public Soring

SHARON BORING
Notary Public - State of Kansas
My Appt. Expires 4-4-2002

-17-

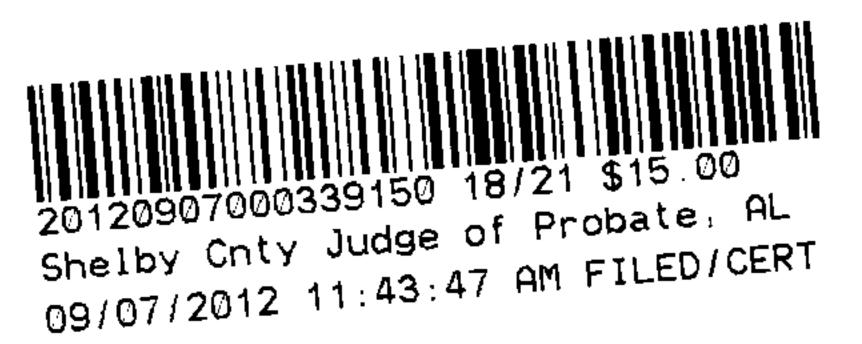


STATE OF KANSAS	)			
	) <b>SS</b> :			
COUNTY OF LABETTE	)			
BE IT REMEMBERED,	that on this _	30th day of	June	, 2000, before
me, the undersigned, a Notary Pu	iblic in and for	r the county and	state aforesaid	, personally
appeared Roy E. Moore, as Trus	tee, and Roy I	E. Moore, as Inde	ependent Trus	tee, who is known
to me to be the same person who				
acknowledged the execution of the				•
IN TESTIMONY WHER	EOF, I have I	hereunto set my l	nand and affixe	ed my official seal of
the day and year last above writte	n.			
My Appointment Expires:				
			$\mathcal{P}_{\mathcal{D}}$ .	1
April 4, 2002			Sharon	Doring
		No	otary Public	
CHADON DODING				
SHARON BORING Notery Public - State of Kansas				
Notary Public - State of Kansas  My Appl. Expires 4-4-2002				

#### **CONSENT OF HUSBAND**

## KNOW ALL MEN BY THESE PRESENTS:

That I, Roy E. Moore, the spouse of Beverly L. Moore, have read the foregoing Revocable Trust of Beverly L. Moore and know its contents. With full realization of my rights under the law and of the provisions of the foregoing Revocable Trust of Beverly L. Moore, I freely consent to the Trust and to the manner of disposition of my spouse's estate as made therein, free and clear of all of my rights as a surviving spouse to the property being disposed thereunder that I would have had in the absence of this consent, including but not limited to dower, curtesy, homestead (under K.S.A. 59-401 and 59-402 or otherwise), homestead allowance (under K.S.A. 59-6a215 or otherwise), elective share or supplemental elective share (under K.S.A. 59-6a201, et. seq. or otherwise), spousal statutory allowance (under K.S.A. 59-403 or otherwise), descent succession, inheritance, forced heirship, right to elect against a testamentary instrument, or right to act as an executor, administrator, or personal representative of the estate. In making such consent, I hereby declare that I have been provided a reasonable disclosure of the property and



financial obligations of Beverly L. Moore and waive any further disclosure beyond the disclosure so provided to me. WITNESS my signature at Parsons, Kansas, this 30th day of June 2000. Roy E. Moore Husband of Beverly L. Moore Navene & Post Witness Witness STATE OF KANSAS SS: COUNTY OF LABETTE Before me, the undersigned authority, on this day personally appeared Roy E. Moore, Lindsey Markham Harlene L. Pool , known to and me to be the spouse of Beverly L. Moore and the witnesses, respectively, whose names are subscribed to the annexed and foregoing Consent in their respective capacities, and all of said persons being by me first duly sworn, said spouse of Beverly L. Moore declared to me and to the said witnesses in my presence that said instrument is his Consent to the Trust of his spouse, and that he had willingly made and executed it as his voluntary act and deed for the purposes therein

4 1 1

20120907000339150 19/21 \$15.00 Shelby Cnty Judge of Probate, AL

09/07/2012 11:43:47 AM FILED/CERT

-19-

expressed; and the said witnesses, each on their oath stated to me, in the presence and hearing of

the spouse of Beverly L. Moore, that said spouse had declared to them that said instrument is his

Consent to the Trust, and that he executed same as such and wanted each of them to sign it as a

witness; and upon their oaths each witness stated further that they did sign the same as witnesses

in the presence of each other and in the presence of said spouse and at his request and that said spouse at that time possessed the rights of majority, was of sound mind and under no restraint.

Naulen & Pool Witness

Lindry Markhan Witness

Subscribed, acknowledged and sworn to before me by the above spouse of Beverly L. Moore, and

Lindsey Markham and witnesses, this 30th , 2000. day of June

My Appointment Expires:

Harlene L. Pool

April 4, 2002

SHARON BORING Notary Public, State of Kansas

My Appt. Expires 4-4-2002 Notary Public

### 1 3 2 W

#### REVOCABLE TRUST OF BEVERLY L. MOORE

#### SCHEDULE "A"

Real Estate, to-wit:

An undivided one-half  $(\frac{1}{2})$  interest in the following:

The East 36 feet of Lot 11; Lot 10, except beginning at the Northeast corner lot of Lot 10, thence Southwesterly along the North line of Lot 10 26.5 feet, thence Southeasterly 56.48 feet to the East line of Lot 10, thence North 62.57 feet to point of beginning; And that part of Lot 9 described as beginning at the Southwest corner of Lot 9, thence Northeasterly 45.5 feet along the South line of Lot 9, thence Northwesterly 96.98 feet to the West line of Lot 9, thence South 107.43 feet to the point of beginning, all in Block 7 of Eastborough Addition, City of Parsons, Labette County, Kansas.

Personal Property, to-wit:

An undivided one-half ( $\frac{1}{2}$ ) interest in the following:

All furniture, personal possessions of the parties including but not limited to furniture, furnishings, dishes, china, tableware, sporting goods, guns, books, paintings and other art objects, jewelry, lawn furniture, tools, machinery, maintenance equipment, and items attached to the residence and all other tangible personal property that we own.

And, further, all right, title and interest to the following, to-wit: