

\$5,000 consideration

THIS INSTRUMENT PREPARED BY:
ROBERT O. BURTON, ATTORNEY AT LAW
341 SOUTH CHESTNUT STREET
PRATTVILLE, ALABAMA 36067
PH: (334) 365-2686
FILE#2016-126

SEND TAX NOTICE TO:
ROLLING HILLS CONFERENCE CENTER, INC.
521 HIGHWAY 304
CALERA, AL 35040



20160729000267270 1/21 \$80.00
Shelby Cnty Judge of Probate, AL
07/29/2016 12:39:54 PM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

Shelby County, AL 07/29/2016
State of Alabama
Deed Tax: \$5.00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Dollars and other good and valuable consideration to the undersigned GRANTOR(S) in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the GRANTOR(S):

Morris H. Stocks Jr 704 Quiet Valley Lane Oxford, MS 38611
1ST GRANTOR NAME & MARITAL STATUS Married GRANTOR'S FULL ADDRESS

Cynthia A. Stocks married 704 Quiet Valley Lane Oxford, MS 38611
2ND GRANTOR NAME & MARITAL STATUS GRANTOR'S FULL ADDRESS

3RD GRANTOR NAME & MARITAL STATUS GRANTOR'S FULL ADDRESS

4TH GRANTOR NAME & MARITAL STATUS GRANTOR'S FULL ADDRESS

do grant, bargain, sell and convey unto ROLLING HILLS CONFERENCE CENTER, INC., an Alabama NonProfit Corporation, its address is above (herein referred to as GRANTEE), any and all rights, title, and interest in and to the following described real estate situated in Shelby County, Alabama to-wit:

Condominium Unit No. #214 of Pine Hills, Phase I,
a condominium, together with such unit's fractional share of 1/24th of the
undivided common areas as shown by the Declaration of Condominium as
recorded in Office Records Real Book 47, Page 405, of the Public Records of
Shelby County, Alabama.

This conveyance is made subject to restrictions, reservations, rights of way,
and easements appearing of record which affect said property.

TO HAVE AND TO HOLD Unto the said GRANTEE, its successors and assigns, forever.

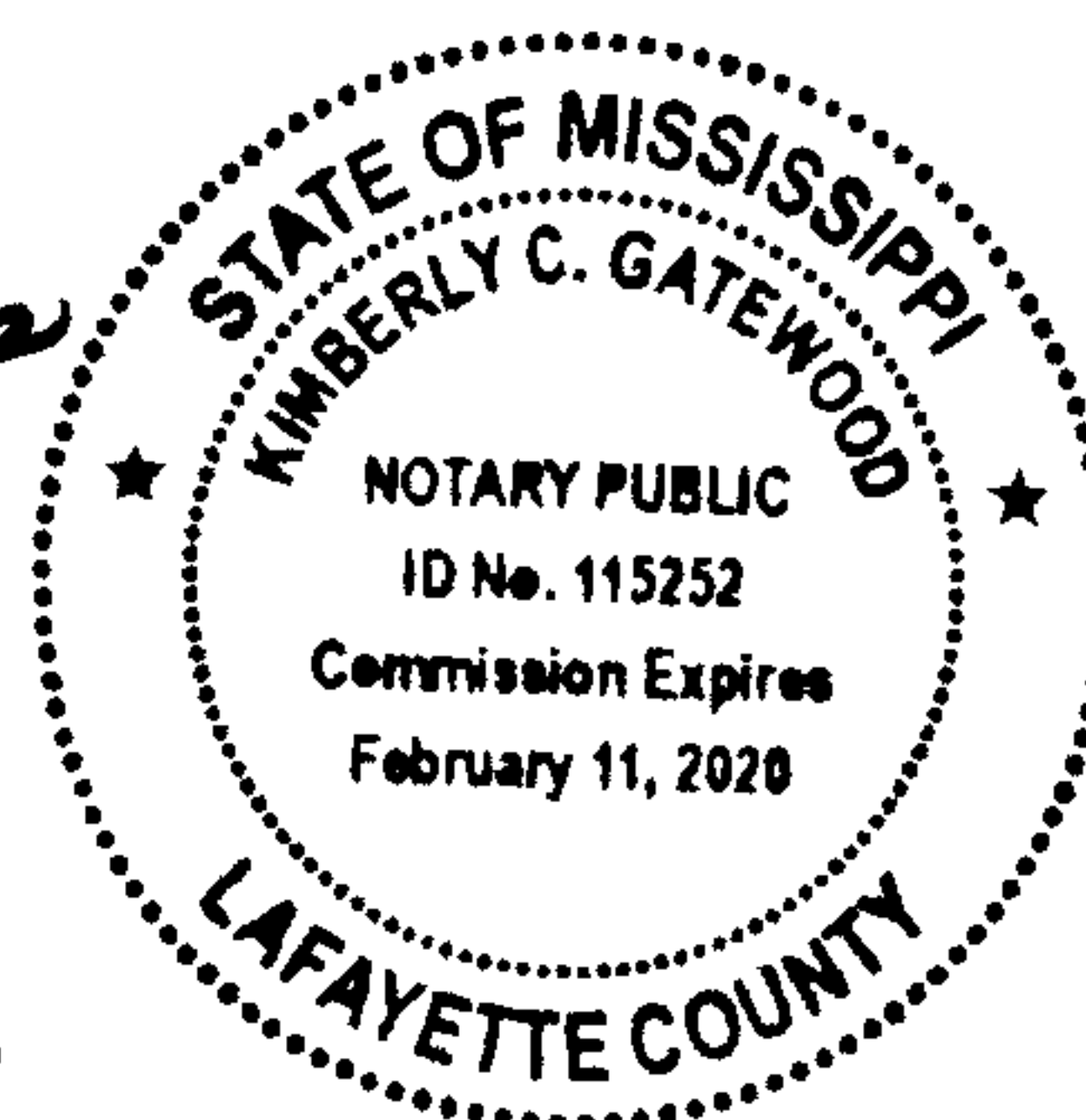
And the GRANTOR(S) and the heirs, executors, administrators, successors and assigns of the GRANTOR(S) covenant with the said GRANTEE, its successors and assigns, that GRANTOR(S) is/are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that GRANTOR(S) will and the heirs, executors, administrators, successors and assigns of the GRANTOR(S) shall warrant and defend the same to the GRANTEE, its successors, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) this 15
day of JULY, 2016.

M H Stocks Jr
1ST GRANTOR

See "Exhibit A" and "Exhibit B."
which is attached hereto and
incorporated herein by reference.

Cynthia A. Stocks
2ND GRANTOR
Subscribed and sworn to before me in my
Presence, this 15 day of July
2016 a Notary Public in and for the
County of Lafayette State of Mississippi
[Signature] Notary Public
My commission expires Feb 11, 2020



3RD GRANTOR

4TH GRANTOR

STATE OF Mississippi
COUNTY OF Lafayette

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Morris + Cynthia Stacks

(PRINTED OR TYPED NAME OF GRANTOR(S), whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, Grantor(s) executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 15th day of JULY, 2016

SEAL



Kimberly C. Gatewood
NOTARY PUBLIC
My Commission Expires: Feb 11, 2020

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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Morris H. Stocks, Jr.
Mailing Address Cynthia A. Stocks
754 Quiet Valley Cove
Oxford, MS 38655

Grantee's Name Rolling Hills Conference Center, Inc.
Mailing Address 521 Hwy 304
Calera, AL 35040

Property Address Unit 214
Pine Hills Phase I
Condominiums
Calera, AL 35040

Date of Sale 7-15-16

Total Purchase Price \$ 5,000.00

or

Actual Value

\$

or

Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale

☐ Sales Contract

☐ Closing Statement

☐ Appraisal

☒ Other Check written to Seller
Directly

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 7/26/16

Print Robert D. Burton, P.C.

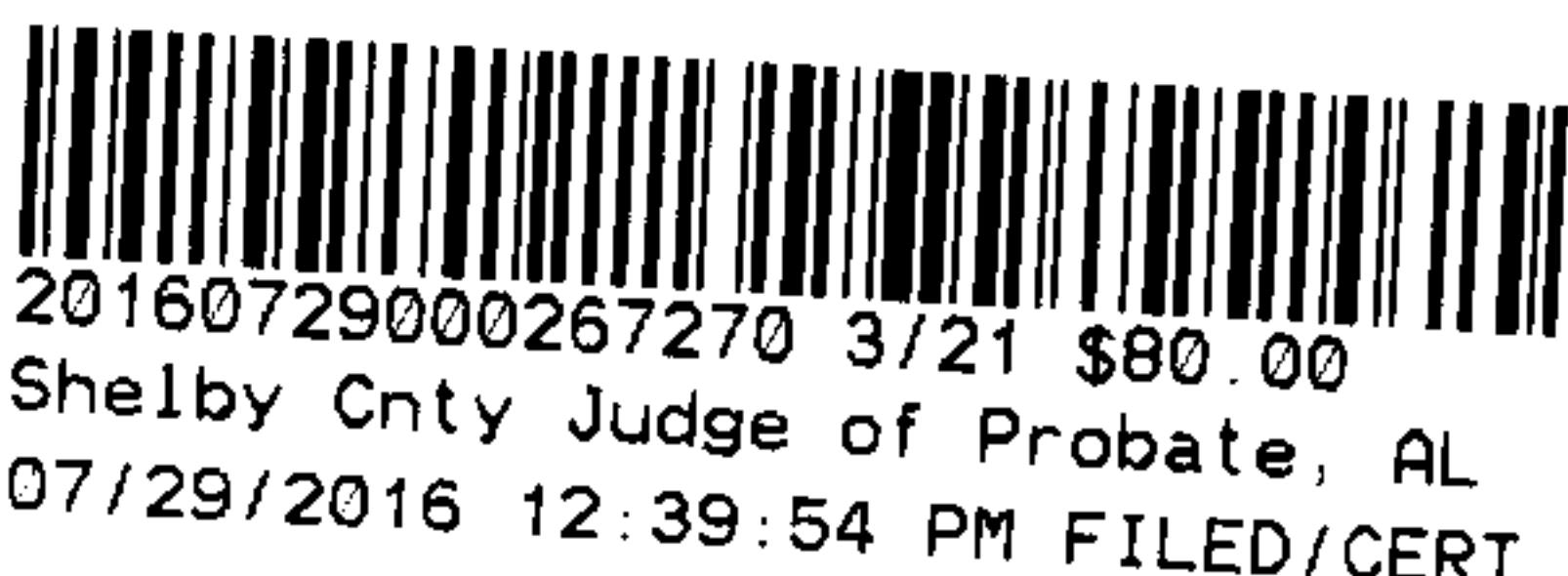
☐ Unattested

Sign By:

(Grantor/Grantee/Owner/Agent) circle one

President

Form RT-1




"Exhibit A"

LAST WILL AND TESTAMENT OF HOWARD W. STOCKS

I, Howard W. Stocks, a resident of, and domiciled in, Jefferson County, Alabama, do make, publish, and declare this to be my Last Will and Testament, in the manner following, hereby revoking all of my previous Wills and Codicils (but not that certain Trust Agreement referred to in Articles II and IV herein, if the same be determined to be testamentary in nature).

ARTICLE I GENERAL PROVISIONS


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(1) STATEMENT OF CITIZENSHIP

I declare that I am a citizen of the United States of America, and that my Social Security Number is 416-01-5464.

(2) FAMILY MEMBERS

At the time of the execution of this Will, my spouse is Ruth Stocks (a.k.a. Willie Ruth Stocks) (hereinafter referred to as "my spouse"), and I have no living children. For purposes of this instrument and for all other purposes, the terms "descendants" and "issue" shall exclude adopted persons and their issue; the term "issue" shall include only blood line descendants of whatever degree. Furthermore, for purposes of this instrument and for all other purposes, a person in gestation, later born alive, shall be considered a person in being.

ARTICLE II DEBTS AND TAXES

(1) PAYMENT OF DEBTS, EXPENSES, AND TAXES

I direct that all of my legally enforceable debts and expenses, including, but not limited to, any expenses of my last illness, any funeral or cremation expenses (including, but not limited to, the costs of memorials of all types and memorial services), any allowances by court order for those individuals dependent upon me, any expenses of the administration of my estate (including any expenses of any ancillary proceeding that may be necessary in another state or country), and any estate, inheritance, or other death taxes of any nature (together with any interest and penalties) that may be payable upon or with respect to any property, or any interest therein, required to be included in my estate or taxable to any person receiving any such property, be paid as soon as practical after my death by my Personal Representative, and I hereby authorize and empower my Personal Representative, in the case of any claim made against my estate, to settle and discharge any such claim, in the sole and absolute discretion of my Personal Representative. Moreover, to the extent that the assets of my probate estate, exclusive of any real estate or tangible personal property, are insufficient to pay all, or any part of, the legally enforceable debts and expenses of my estate, any estate, inheritance, or other death taxes of any nature, or any cash bequests under this Will, if any, my Personal

Representative shall demand payment thereof from the Trustee of The Howard W. and Ruth Stocks Revocable Trust dated December 9, 1997, but subject to the terms, conditions, and limitations of that certain Trust Agreement which are applicable to the payment of any such sums.

(2) DISCHARGE OF LIENS

In the event that any property, or interest in any property, passing under this Will, or otherwise, by reason of my death, shall be encumbered by a mortgage or lien, or shall be pledged to secure any obligation (whether or not the property, or the interest in any such property, so encumbered or pledged shall be owned by me individually or jointly), then it is my intention that any such indebtedness shall not be charged to, or paid by, my estate.

ARTICLE III
SPECIFIC BEQUESTS

(1) PERSONAL EFFECTS

All of my clothing, jewelry, personal effects, boats, automobiles, and all other tangible personal property, not otherwise specifically disposed of herein or otherwise, which are owned by me at the time of my death (except any cash on hand or on deposit, any property used in a trade or business, and any other property held for the production of income), I bequeath to my spouse. If my spouse shall not survive me, this bequest shall lapse and shall pass to my residuary estate.

(2) PROPERTY INSURANCE POLICIES

All of my insurance policies which provide indemnity for the loss of any of my personal or real property by fire, windstorm, or any other casualty, including any claim for any such loss of any such property which I might have at the time of my death against any insurance company, I bequeath any such policies or claims respectively to those persons who shall become owners of the applicable properties by reason of my death, whether or not any such ownership be acquired under this Will or otherwise.

(3) COST OF DELIVERY

If, with respect to the aforementioned bequests, it is necessary to effect the delivery of my tangible personal property or any insurance policies to a beneficiary who is to respectively receive the said bequests, my Personal Representative shall arrange for, and pay the costs of, any shipments incurred in making any such deliveries.

ARTICLE IV RESIDUARY ESTATE

(1) RESIDUARY DISTRIBUTION

I give the balance of my estate, all of which is herein referred to as my residuary estate, to the Trustee of The Howard W. and Ruth Stocks Revocable Trust dated December 7, 1997, to be administered by the terms provided in the said Trust Agreement as it now exists or as it may be amended at the time of my death, notwithstanding that any such amendment or amendments may have been made subsequent to this Will. It is not my intention to exercise any power of appointment I may have, except as any such power of appointment may be specifically exercised. The receipt of the said Trustee under the said Trust Agreement shall be a full acquittance and discharge to my Personal Representative for the property so distributed. Upon distribution to the said Trustee, the administration of my estate shall cease with respect to the assets passing to the said Trustee, and the said Trustee shall not be subject to the control of any court in which my Will may be probated.

(2) SAVINGS PROVISION

If, for any reason, the aforementioned Trust Agreement shall not be in existence at the time of my death, or, if for any reason, a court of proper jurisdiction shall declare this transfer to the said Trustee of the said Trust Agreement to be invalid, then I direct that the residuary estate shall be held, managed, invested, and reinvested in exactly the same manner described in the said Trust Agreement, giving full effect to all of the then existing amendments to the said Trust Agreement, and the residuary estate shall be managed by the same Trustee (or, as appropriate, the successor or successors therein named, as defined in that certain Trust Agreement). Thus, for those purposes, I do hereby incorporate that certain Trust Agreement by reference, into this, my Will. Notwithstanding the foregoing, if my Personal Representative has presumptive evidence that the reason the said Trust Agreement is not in existence at the time of my death is due to my intention and act to revoke the said Trust Agreement (by physical destruction or otherwise), then it is my intention that my Personal Representative and any court of proper jurisdiction shall, in good faith, ignore the dispositive scheme called for under the said Trust Agreement, and instead, my estate shall be distributed in accordance with the controlling intestacy laws then in effect.

ARTICLE V
THE PERSONAL REPRESENTATIVE

(1) NOMINATION

I hereby nominate Ruth Stocks as my Personal Representative. In the event that my Personal Representative is unable or unwilling to serve or to continue to serve in such capacity for any reason, then I nominate Morris Hillery Stocks, Jr. as the First Successor Personal Representative. In the event that my First Successor Personal Representative is unable or unwilling to serve or to continue to serve in such capacity for any reason, then I nominate Fred Faith as the Second Successor Personal Representative.

(2) COMPENSATION

Any Personal Representative shall be entitled to compensation which is allowed to Personal Representatives by the laws of the State of Alabama. Any Personal Representative shall also be entitled to reimbursement for any expenses necessarily incurred by any such Personal Representative in the administration of my estate.

(3) BOND

To the extent allowed by law, no Personal Representative shall ever be required to give bond or other security, to qualify, to make an accounting to any court under the provisions of any present or future laws of any state or territory, or to obtain the approval or order of any court in the exercise of any power or discretion herein given (unless otherwise provided in this instrument).

ARTICLE VI
THE POWERS AND DUTIES OF THE PERSONAL REPRESENTATIVE

(1) GENERAL POWERS AND DUTIES

My Personal Representative, or any successor, shall be governed by the appropriate provisions of the Alabama Statutes, as amended, that are not in conflict with this instrument, and shall have all of the additional powers and protection granted by statute to Personal Representatives. In addition to, but not in limitation of, any common-law or statutory authority, and without application to any court, the Personal Representative, or any successor, shall follow the directions hereinafter given and shall exercise, in the Personal Representative's sole and absolute discretion (unless otherwise provided in this instrument), the powers and responsibilities hereinafter given. The aforementioned shall also apply to any Trustee, at the time of application, with respect to any Trust Agreement created under this instrument.

(2) INVESTMENT AND OTHER POWERS AND DUTIES

With respect to both real and personal property, and for the purposes of obtaining funds for the payment of any debts, expenses of administration, taxes, payment of devises, and for making distributions, conversion into cash, management of property, and for every other purpose, my Personal Representative may acquire, retain, invest, reinvest, exchange, lease, sell, borrow, mortgage, pledge, transfer, and convey in any such manner, on any such terms, and at any such times, all without limit, as my Personal Representative may deem advisable (unless otherwise provided in this instrument), even if any such terms may extend beyond the expected administration of my estate. No person dealing with my Personal Representative shall be required to inquire into, or shall be held liable with regard to, the necessity or propriety of any transaction, nor as to the application of any money or property paid or delivered in connection with any such transaction.

(3) POWER TO DISPOSE OF ESTATE ASSETS

I hereby give to my Personal Representative the full power and authority, at any time, to sell, mortgage, pledge, exchange, dispose of, or otherwise deal with any property comprising my estate, upon any such terms as my Personal Representative shall deem advisable; to settle and compromise any and all claims in favor of, or against, my estate as my Personal Representative shall deem advisable; and for any of the foregoing purposes, to make, execute, and deliver any and all deeds, contracts, mortgages, bills of sale, or any other instruments necessary or desirable therefor. My Personal Representative is expressly authorized to postpone the final distribution of my estate pending the final determination of any tax liabilities in connection therewith.

(4) PAYMENTS OR DISTRIBUTIONS TO MINORS

In the event that there is to be a payment or distribution from my estate to a donee who is a minor at such time, then at such time, as my Personal Representative deems advisable, any such payment or distribution shall be made by my Personal Representative (i) to any such minor directly, (ii) to any such parent of the minor, (iii) to any such other person having custody of the minor, (iv) to the legally appointed guardian, conservator, or committee of any such minor, or (v) to a custodian selected for any such minor under a Uniform Transfers to Minors Act (or similar or successor statute), whether or not the applicable custodian is selected by my Personal Representative or has already been serving as the said custodian. If there is no such custodian, the applicable custodian may be appointed by my Personal Representative, and any person or entity serving as my Personal Representative may be appointed as the said custodian (unless otherwise provided in this instrument).

(5) CHARITABLE PLEDGES

My Personal Representative may pay any pledges made by me in writing, if, in the discretion of my Personal Representative, I would have wanted such pledges paid.

(6) TAX MATTERS

(a) Tax Returns: I specifically authorize and empower my Personal Representative to execute and file any applicable income tax returns for the year in which my death occurs, and for any years prior thereto. I also authorize and empower my Personal Representative to execute and file any gift tax returns, if any such gift tax returns are required for the year in which my death occurs, and for any years prior thereto. My Personal Representative shall incur no personal liability for any action taken in good faith in accordance with either of the foregoing authorizations. If I leave a spouse, my Personal Representative may file any joint income or gift tax returns with my surviving spouse.

(b) Elections In General: My Personal Representative shall have the power to allocate to the income or the principal of my estate, in whole or in part, any of the receipts and the disbursements of my estate, in my Trustee's reasonable discretion (unless otherwise provided in this instrument). It is my direction that any applicable property interests, which may be determined as a result of my Personal Representative's reasonable discretion, shall, in fact, be the interests that any such beneficiaries shall receive under this instrument.

**ARTICLE VII
SIMULTANEOUS DEATH PROVISIONS**

(1) SPOUSE

If my spouse and I shall die under such circumstances that there is not sufficient evidence to presumptively determine the order of our deaths, then it shall be presumed that my spouse shall have survived me, and my estate shall be administered and distributed in all respects in accordance with such a presumption (unless otherwise provided in this instrument).

(2) OTHER BENEFICIARIES

If any beneficiary, other than my spouse, and I shall die under such circumstances that there is not sufficient evidence to presumptively determine the order of our deaths, then it shall be presumed that I shall have survived any such beneficiary, and my estate shall be administered and distributed in all respects in accordance with such a presumption (unless otherwise provided in this instrument).

**ARTICLE VIII
JOINTLY-OWNED PROPERTY**

If, at the time of my death, I am a joint owner, co-owner, or individual owner of any real estate, bank account, or savings account in any commercial bank or savings institution, bond, or any other security or instrument of indebtedness which is registered or issued in my name and that of another person or persons, or any other property held as tenants by the entirety or as joint tenants with right of survivorship, or which is payable to either a co-owner or to the survivor of them, then I give, devise, and bequeath all of my right, title, and interest in any such property to the surviving joint owner thereof. It is my understanding that all of my right, title, and interest in and to any such property will pass to any such surviving joint owner or owners upon my death by operation of law, but I do, nevertheless, make these provisions in order to eliminate any question as to the right of any such surviving joint owner or owners to succeed to the ownership of any such property upon my death.

**ARTICLE IX
RULES OF INTERPRETATION**

(1) HEADINGS

The headings used in this instrument are for convenience only and shall not be resorted to for any interpretation of this Will.

(2) MISCELLANEOUS

Whenever the context so requires, the masculine shall include the feminine and the neuter, the feminine shall include the masculine and the neuter, the singular shall include the plural, and the plural shall include the singular. If any portion of this Will is held to be void or unenforceable, the balance of this Will shall, nevertheless, be carried into effect. Also, the provisions of this Will shall be interpreted pursuant to the laws of the State of Alabama, in which state I have made my domicile.

IN WITNESS WHEREOF, I have affixed my signature to this, my Last Will and Testament, consisting of nine (9) typewritten pages, including the next page, on this 9th day of December, 1997.

Howard W. Stocks
Howard W. Stocks, Testator

SIGNED, SEALED, PUBLISHED, AND DECLARED by the said Howard W. Stocks, as the Testator's Last Will and Testament, in the presence of the undersigned who, at the Testator's request and in the Testator's presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto, this 9th day of December, 1997.

Witnesses:

John A. Allen
Roy J. Vint

Residence:

3105 N. Shannon Ct.
Bethany OK 73008
3403 - Primm Ln Apt #2
Birmingham, AL 35216

AFFIDAVIT OF PROOF OF WILL

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

We, Howard W. Stocks, John G. Gillespie
(Witness)

and Roy T. Nix
(Witness)

witnesses, respectively, whose names are signed to the foregoing Last Will and Testament, being first duly sworn, do hereby declare to the undersigned officer that on the 9th day of December, 1997, the Testator signed, sealed, published, and acknowledged the foregoing instrument as the Testator's Last Will and Testament; that the Testator executed the instrument as the Testator's free and voluntary act for the purposes therein expressed, in the presence and hearing of the Testator, at the time and place stated above, and in the presence and hearing of each other, signed the Last Will and Testament, and that to the best of the knowledge of each of the witnesses, the Testator was at least (18) or more years of age, of sound mind, and under no constraint or undue influence.

Howard W. Stocks
Howard W. Stocks, Testator

John G. Gillespie
Witness

Roy T. Nix
Witness

SWORN TO AND ACKNOWLEDGED BEFORE ME by the Testator, Howard W. Stocks, and sworn to and acknowledged before me by

John G. Gillespie and Roy T. Nix

the witnesses, this 9th day of December, 1997.

Larry Williams
Notary Public

My Commission Expires: 11-12-2001

"Exhibit B"

LAST WILL AND TESTAMENT
OF
RUTH STOCKS

I, Ruth Stocks (a.k.a. Willie Ruth Stocks), a resident of, and domiciled in, Jefferson County, Alabama, do make, publish, and declare this to be my Last Will and Testament, in the manner following, hereby revoking all of my previous Wills and Codicils (but not that certain Trust Agreement referred to in Articles II and IV herein, if the same be determined to be testamentary in nature).

ARTICLE I
GENERAL PROVISIONS

(1) STATEMENT OF CITIZENSHIP

I declare that I am a citizen of the United States of America, and that my Social Security Number is 422-12-9981.

(2) FAMILY MEMBERS

At the time of the execution of this Will, my spouse is Howard W. Stocks (hereinafter referred to as "my spouse"), and I have no living children. For purposes of this instrument and for all other purposes, the terms "descendants" and "issue" shall exclude adopted persons and their issue; the term "issue" shall include only blood line descendants of whatever degree. Furthermore, for purposes of this instrument and for all other purposes, a person in gestation, later born alive, shall be considered a person in being.

ARTICLE II
DEBTS AND TAXES

(1) PAYMENT OF DEBTS, EXPENSES, AND TAXES

I direct that all of my legally enforceable debts and expenses, including, but not limited to, any expenses of my last illness, any funeral or cremation expenses (including, but not limited to, the costs of memorials of all types and memorial services), any allowances by court order for those individuals dependent upon me, any expenses of the administration of my estate (including any expenses of any ancillary proceeding that may be necessary in another state or country), and any estate, inheritance, or other death taxes of any nature (together with any interest and penalties) that may be payable upon or with respect to any property, or any interest therein, required to be included in my estate or taxable to any person receiving any such property, be paid as soon as practical after my death by my Personal Representative, and I hereby authorize and empower my Personal Representative, in the case of any claim made against my estate, to settle and discharge any such claim, in the sole and absolute discretion of my Personal Representative. Moreover, to the extent that the assets of my probate estate, exclusive of any real estate or tangible personal property, are insufficient to pay all, or any part of, the legally enforceable debts and expenses of my estate, any estate, inheritance, or other



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death taxes of any nature, or any cash bequests under this Will, if any, my Personal Representative shall demand payment thereof from the Trustee of The Howard W. and Ruth Stocks Revocable Trust dated December 9, 1997, but subject to the terms, conditions, and limitations of that certain Trust Agreement which are applicable to the payment of any such sums.

(2) DISCHARGE OF LIENS

In the event that any property, or interest in any property, passing under this Will, or otherwise, by reason of my death, shall be encumbered by a mortgage or lien, or shall be pledged to secure any obligation (whether or not the property, or the interest in any such property, so encumbered or pledged shall be owned by me individually or jointly), then it is my intention that any such indebtedness shall not be charged to, or paid by, my estate.

ARTICLE III
SPECIFIC BEQUESTS

(1) PERSONAL EFFECTS

All of my clothing, jewelry, personal effects, boats, automobiles, and all other tangible personal property, not otherwise specifically disposed of herein or otherwise, which are owned by me at the time of my death (except any cash on hand or on deposit, any property used in a trade or business, and any other property held for the production of income), I bequeath to my spouse. If my spouse shall not survive me, this bequest shall lapse and shall pass to my residuary estate.

(2) PROPERTY INSURANCE POLICIES

All of my insurance policies which provide indemnity for the loss of any of my personal or real property by fire, windstorm, or any other casualty, including any claim for any such loss of any such property which I might have at the time of my death against any insurance company, I bequeath any such policies or claims respectively to those persons who shall become owners of the applicable properties by reason of my death, whether or not any such ownership be acquired under this Will or otherwise.

(3) COST OF DELIVERY

If, with respect to the aforementioned bequests, it is necessary to effect the delivery of my tangible personal property or any insurance policies to a beneficiary who is to respectively receive the said bequests, my Personal Representative shall arrange for, and pay the costs of, any shipments incurred in making any such deliveries.


ARTICLE IV RESIDUARY ESTATE

(1) RESIDUARY DISTRIBUTION

I give the balance of my estate, all of which is herein referred to as my residuary estate, to the Trustee of The Howard W. and Ruth Stocks Revocable Trust dated December 9, 1997, to be administered by the terms provided in the said Trust Agreement as it now exists or as it may be amended at the time of my death, notwithstanding that any such amendment or amendments may have been made subsequent to this Will. It is not my intention to exercise any power of appointment I may have, except as any such power of appointment may be specifically exercised. The receipt of the said Trustee under the said Trust Agreement shall be a full acquittance and discharge to my Personal Representative for the property so distributed. Upon distribution to the said Trustee, the administration of my estate shall cease with respect to the assets passing to the said Trustee, and the said Trustee shall not be subject to the control of any court in which my Will may be probated.

(2) SAVINGS PROVISION

If, for any reason, the aforementioned Trust Agreement shall not be in existence at the time of my death, or, if for any reason, a court of proper jurisdiction shall declare this transfer to the said Trustee of the said Trust Agreement to be invalid, then I direct that the residuary estate shall be held, managed, invested, and reinvested in exactly the same manner described in the said Trust Agreement, giving full effect to all of the then existing amendments to the said Trust Agreement, and the residuary estate shall be managed by the same Trustee (or, as appropriate, the successor or successors therein named, as defined in that certain Trust Agreement). Thus, for those purposes, I do hereby incorporate that certain Trust Agreement by reference, into this, my Will. Notwithstanding the foregoing, if my Personal Representative has presumptive evidence that the reason the said Trust Agreement is not in existence at the time of my death is due to my intention and act to revoke the said Trust Agreement (by physical destruction or otherwise), then it is my intention that my Personal Representative and any court of proper jurisdiction shall, in good faith, ignore the dispositive scheme called for under the said Trust Agreement, and instead, my estate shall be distributed in accordance with the controlling intestacy laws then in effect.


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ARTICLE V
THE PERSONAL REPRESENTATIVE

(1) NOMINATION

I hereby nominate Howard W. Stocks as my Personal Representative. In the event that my Personal Representative is unable or unwilling to serve or to continue to serve in such capacity for any reason, then I nominate Morris Hillery Stocks, Jr. as the First Successor Personal Representative. In the event that my First Successor Personal Representative is unable or unwilling to serve or to continue to serve in such capacity for any reason, then I nominate Fred Faith as the Second Successor Personal Representative.

(2) COMPENSATION

Any Personal Representative shall be entitled to compensation which is allowed to Personal Representatives by the laws of the State of Alabama. Any Personal Representative shall also be entitled to reimbursement for any expenses necessarily incurred by any such Personal Representative in the administration of my estate.

(3) BOND

To the extent allowed by law, no Personal Representative shall ever be required to give bond or other security, to qualify, to make an accounting to any court under the provisions of any present or future laws of any state or territory, or to obtain the approval or order of any court in the exercise of any power or discretion herein given (unless otherwise provided in this instrument).

ARTICLE VI
THE POWERS AND DUTIES OF THE PERSONAL REPRESENTATIVE

(1) GENERAL POWERS AND DUTIES

My Personal Representative, or any successor, shall be governed by the appropriate provisions of the Alabama Statutes, as amended, that are not in conflict with this instrument, and shall have all of the additional powers and protection granted by statute to Personal Representatives. In addition to, but not in limitation of, any common-law or statutory authority, and without application to any court, the Personal Representative, or any successor, shall follow the directions hereinafter given and shall exercise, in the Personal Representative's sole and absolute discretion (unless otherwise provided in this instrument), the powers and responsibilities hereinafter given. The aforementioned shall also apply to any Trustee, at the time of application, with respect to any Trust Agreement created under this instrument.

(2) INVESTMENT AND OTHER POWERS AND DUTIES


With respect to both real and personal property, and for the purposes of obtaining funds for the payment of any debts, expenses of administration, taxes, payment of devises, and for making distributions, conversion into cash, management of property, and for every other purpose, my Personal Representative may acquire, retain, invest, reinvest, exchange, lease, sell, borrow, mortgage, pledge, transfer, and convey in any such manner, on any such terms, and at any such times, all without limit, as my Personal Representative may deem advisable (unless otherwise provided in this instrument), even if any such terms may extend beyond the expected administration of my estate. No person dealing with my Personal Representative shall be required to inquire into, or shall be held liable with regard to, the necessity or propriety of any transaction, nor as to the application of any money or property paid or delivered in connection with any such transaction.

(3) POWER TO DISPOSE OF ESTATE ASSETS

I hereby give to my Personal Representative the full power and authority, at any time, to sell, mortgage, pledge, exchange, dispose of, or otherwise deal with any property comprising my estate, upon any such terms as my Personal Representative shall deem advisable; to settle and compromise any and all claims in favor of, or against, my estate as my Personal Representative shall deem advisable; and for any of the foregoing purposes, to make, execute, and deliver any and all deeds, contracts, mortgages, bills of sale, or any other instruments necessary or desirable therefor. My Personal Representative is expressly authorized to postpone the final distribution of my estate pending the final determination of any tax liabilities in connection therewith.

(4) PAYMENTS OR DISTRIBUTIONS TO MINORS

In the event that there is to be a payment or distribution from my estate to a donee who is a minor at such time, then at such time, as my Personal Representative deems advisable, any such payment or distribution shall be made by my Personal Representative (i) to any such minor directly, (ii) to any such parent of the minor, (iii) to any such other person having custody of the minor, (iv) to the legally appointed guardian, conservator, or committee of any such minor, or (v) to a custodian selected for any such minor under a Uniform Transfers to Minors Act (or similar or successor statute), whether or not the applicable custodian is selected by my Personal Representative or has already been serving as the said custodian. If there is no such custodian, the applicable custodian may be appointed by my Personal Representative, and any person or entity serving as my Personal Representative may be appointed as the said custodian (unless otherwise provided in this instrument).


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(5) CHARITABLE PLEDGES

My Personal Representative may pay any pledges made by me in writing, and, in the discretion of my Personal Representative, I would have wanted such pledges paid.

(6) TAX MATTERS

(a) Tax Returns: I specifically authorize and empower my Personal Representative to execute and file any applicable income tax returns for the year in which my death occurs, and for any years prior thereto. I also authorize and empower my Personal Representative to execute and file any gift tax returns, if any such gift tax returns are required for the year in which my death occurs, and for any years prior thereto. My Personal Representative shall have no personal liability for any action taken in good faith in accordance with either of the foregoing authorizations. If I leave a spouse, my Personal Representative may file any joint income and gift tax returns with my surviving spouse.

(b) Elections In General: My Personal Representative shall have the power to distribute to the income or the principal of my estate, in whole or in part, any of the income or the disbursements of my estate, in my Trustee's reasonable discretion (unless otherwise provided in this instrument). It is my direction that any applicable property interests shall be determined as a result of my Personal Representative's reasonable discretion, subject to the interests that any such beneficiaries shall receive under this instrument.


**ARTICLE VII
SIMULTANEOUS DEATH PROVISIONS**

(1) SPOUSE

If my spouse and I shall die under such circumstances that there is not sufficient evidence to presumptively determine the order of our deaths, then it shall be presumed that my spouse shall have predeceased me, and my estate shall be administered and distributed in all respects in accordance with such a presumption (unless otherwise provided in this instrument).

(2) OTHER BENEFICIARIES

If any beneficiary, other than my spouse, and I shall die under such circumstances that there is not sufficient evidence to presumptively determine the order of our deaths, then it shall be presumed that I shall have survived any such beneficiary, and my estate shall be administered and distributed in all respects in accordance with such a presumption (unless otherwise provided in this instrument).


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**ARTICLE VIII
JOINTLY-OWNED PROPERTY**

If, at the time of my death, I am a joint owner, co-owner, or individual owner of any real estate, bank account, or savings account in any commercial bank or savings institution, bond, or any other security or instrument of indebtedness which is registered or issued in my name and that of another person or persons, or any other property held as tenants by the entirety or as joint tenants with right of survivorship, or which is payable to either a co-owner or to the survivor of them, then I give, devise, and bequeath all of my right, title, and interest in any such property to the surviving joint owner thereof. It is my understanding that all of my right, title, and interest in and to any such property will pass to any such surviving joint owner or owners upon my death by operation of law, but I do, nevertheless, make these provisions in order to eliminate any question as to the right of any such surviving joint owner or owners to succeed to the ownership of any such property upon my death.

**ARTICLE IX
RULES OF INTERPRETATION**

(1) HEADINGS

The headings used in this instrument are for convenience only and shall not be resorted to for any interpretation of this Will.

(2) MISCELLANEOUS

Whenever the context so requires, the masculine shall include the feminine and the neuter, the feminine shall include the masculine and the neuter, the singular shall include the plural, and the plural shall include the singular. If any portion of this Will is held to be void or unenforceable, the balance of this Will shall, nevertheless, be carried into effect. Also, the provisions of this Will shall be interpreted pursuant to the laws of the State of Alabama, in which state I have made my domicile.



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IN WITNESS WHEREOF, I have affixed my signature to this, my Last Will and Testament, consisting of nine (9) typewritten pages, including the next page, on this 9th day of December, 1997.

Ruth Stocks
Ruth Stocks, Testatrix


SIGNED, SEALED, PUBLISHED, AND DECLARED by the said Ruth Stocks, as the Testatrix's Last Will and Testament, in the presence of the undersigned who, at the Testatrix's request and in the Testatrix's presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto, this 9th day of December, 1997.

Witnesses:

John A. Allen
Floyd J. Vint

Residence:

3105 N. Shannon Ct.
Bethany OK 73008
3403 - Brimm Ln. Apt #2
Birmingham, AL.


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AFFIDAVIT OF PROOF OF WILL

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

We, Ruth Stocks, John G. Gillespie
(Witness)

and Roy T. Nix the Testatrix
(Witness)

witnesses, respectively, whose names are signed to the foregoing Last Will and Testament, being first duly sworn, do hereby declare to the undersigned officer that on the 9th day of December, 1997, the Testatrix signed, sealed, published, and delivered the foregoing instrument as the Testatrix's Last Will and Testament; that the Testatrix executed the instrument as the Testatrix's free and voluntary act for the purposes therein expressed; that the witnesses, in the presence and hearing of the Testatrix, at the Testatrix's residence, in the presence and hearing of each other, signed the Last Will and Testament as witnesses; that to the best of the knowledge of each of the witnesses, the Testatrix was at least 18 (18) or more years of age, of sound mind, and under no constraint or undue influence.

Ruth Stocks
Ruth Stocks, Testatrix

John G. Gillespie
Witness

Roy T. Nix
Witness

SWORN TO AND ACKNOWLEDGED BEFORE ME by the Testatrix, Ruth Stocks, and
sworn to and acknowledged before me by

John G. Gillespie and Roy T. Nix
the witnesses, this 9th day of December, 1997

Larry Williams
Notary Public

My Commission Expires: 11-12-2001