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Shelby Cnty Judge of Probate, AL
10/19/2017 12:03:14 PM FILED/CERT

ARTICLE FIVE

TRUST FOR CHILDREN OF CARA MARIE TOWNS

To the Trustee named herein for the benefit of the child or children of Cara Marie Towns (hereafter, the "beneficiaries"), I bequeath the sum of Twenty-Two Thousand and No/100 Dollars (\$22,000) in Trust, nevertheless, to be held and administered as described below. If any beneficiaries shall not have reached his or her twenty-first (21st) birthday at the time this or any other bequest or devise is required to be distributed to him or her under the provisions of this Will, the share of such beneficiaries shall be retained in trust by my son, James Christopher Towns, as Trustee, until he or she reaches such birthday. During such time, the Trustee shall pay to such beneficiary or expend on his or her behalf, so much of the net income derived from his or her particular fund as the Trustee may deem advisable to provide properly for the maintenance, education and support of such beneficiary, and may incorporate any income not so disbursed into the principal of the fund. I hereby authorize and empower the Trustee in his sole and absolute discretion, at any time and from time to time, to disburse from the principal of any of the trust estates created under the terms of this Will (even to the point of completely exhausting same) such amounts as he may deem advisable to provide adequately and properly for the care, support and maintenance of the current income beneficiary thereof. When each of said beneficiaries shall reach his or her twenty-first (21st) birthday, the trust shall terminate as to such beneficiary, and my Trustee shall distribute said beneficiary's trust estate to said beneficiary (or to the estate of said beneficiary if any of them shall die before their trust shall terminate), in fee and free of trust.

Upon the death of my son, James Christopher Towns, or in the event he shall not be living at the time he would be entitled to serve as a Trustee hereunder, or if for any reason he should fail or cease to serve as Trustee hereunder, then I do hereby designate and appoint my son, Timothy Saxon Towns as successor Trustee hereunder. I further direct that no Trustee shall be required to give bond or to file an inventory, accounting or appraisal of any trust asset or property in any Court, nor make any report or final settlement to any Court of their actions hereunder, though they shall make out and keep an inventory and shall exhibit the same to any party in interest at any reasonable time.

ARTICLE SIX

AVOIDANCE OF VIOLATION OF RULE AGAINST PERPETUITIES

Anything in this Will to the contrary notwithstanding, no trust created hereunder shall continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who were living at

A Testamentary Trust is a "formal trust agreement" created under the terms of a person's last will and testament. The Testator creating this trust will name the person(s) or entity known as the trustee to govern and manage the assets upon the Testator's death and the probating of the Testator's will. Once the Testator's will has been presented in a court of law and affirmed by the Judge, Letters Testamentary will be granted. The Letters Testamentary is what the Bank will require along with a copy of the will in order to set up a "Testamentary Trust". Bank will also require an EIN for the Trust, you cannot use a SSN. Once Bank has received these documents, either certified copies or originals, then you may set up a "Fiduciary Trust with Agreement" Account on Sales and Service [see Vol I, Chapter 13 of the S & S Manual]. The Trust name will be the decedent's name "[name of deceased] *Testamentary Trust U/W/D* [Under Will Dated, date that the will was executed by Testator, your now deceased customer], *Jane Dhoe, Trustee*". The primary relationship will be the title of the trust with its own tax ID number, and the secondary relationship will be the trustee(s). The documentation required to set up is:

- 1) A probated last will and testament
- 2) Letters Testamentary (certified copy or original, less than 90 days old)
- 3) The Trustee must be present to sign the account opening package
- 4) The Trustee must furnish a tax identification number for the Trust, no SSNs.
- 5) The Trust Certification Form found in the Branch Toolkit must also be completed, but only by the named Trustee(s). It is found under "Branch Forms and Letters".



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and/or review by the Bank of the Trust, or any amendments thereto, shall not diminish the right of the Bank to rely on this certification and instructions received from the Trustee(s) pursuant hereto. In the event of a conflict between the terms of this certification and any terms of the Trust, or any amendment thereto, of which the Bank has actual knowledge, the Bank may, in its sole and absolute discretion, comply either with the terms of this certification or the Trust, or applicable amendment.

13. Survival. The representations and certifications of the Trustee(s) made herein shall survive termination of the Trust and the deposit account(s) of the Trust.

Executed on this 19th day of October, 2017

James Christopher Tarr
Trustee's Signature

Cara M. Towns Pitts
Trustee's Signature

State of Alabama

County of Shelby

Before me, the undersigned Notary Public in and for said County in said State, personally appeared James Christopher Tarr; Cara M. Towns Pitts, and who, being first duly sworn, under oath that s/he has read the foregoing and knows the contents thereof, and that s/he is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct, and acknowledged that s/he executed the same as his/her free act and deed.

Sworn to and subscribed before me this the 19th day of October, 2017

Jacy Duval
Notary Public

My commission expires,

MY COMMISSION EXPIRES FEBRUARY 3, 2019



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TRUST ACCOUNT CERTIFICATION

☐ Testamentary ☐ Irrevocable ☐ Living / Revocable

Account Type:

DDA / DA ☒

TDA / TI ☐

SAV / TD ☐

STATE: Alabama

Account Number(s): [REDACTED]

Name of Trust: Trust For Children of Cara Marie Towns

Date of Trust: 9-12-2017

Grantor(s) of Trust: Cara Marie Towns

Trustee(s) / Co-Trustee of the Trust:

James Christopher Towns

Cara M Towns Pitts

Address(es) of Trustee(s):

1933 Stone Brook Lane, Birmingham, AL 35242

1717 Whitmore Street, Leeds, AL 35094

Tax ID Number of Trust: [REDACTED]

1. Certification. The undersigned, having been duly sworn, according to law, hereby certifies that he/she is/are the Grantor(s) and/or the Trustee(s) of the Trust herein identified which was established on 9-12-2017 (insert date executed or date Will probated). The deposit account(s) listed above is (are) an asset of the Trust. The Trustee(s) provide(s) the following information in order to induce Regions Bank ("Bank") to open and maintain the deposit account(s) listed above, and the Trustee(s) intend(s) the Bank to rely on such information in doing business with the Trustee(s). Accordingly, the Trustee(s) / Grantor(s) certify and agree as follows:
2. Co-Trustee. In the event Co-Trustees are appointed, then each Co-Trustee is authorized to act for and conduct business in connection with the assets of the Trust independently as a Trustee without the consent or signature of the other Trustee.
3. Name of Successor Trustee. In the event of the incapacity of each of the original Trustee(s), state the name of a Successor Trustee who has authority to access any monies in any deposit accounts subject to the Trust: NA
4. Revocability. If the Trust is revocable, the following person(s) have the authority to revoke the Trust: NA
5. Trustee Powers/Successor Trustee. The Trustee(s) or the Successor Trustee is/are authorized and have full power to conduct any and all transactions in connection with the deposit account(s) described above and hold at the Bank on behalf of the Trust without court approval and without the approval of any other person. The Trustee(s)

certify that all transactions and instructions given to the Bank will be in full compliance with the terms of the Trust and applicable law.

6. Designation of Beneficiaries. Name(s) and address(es): _____

Jackson Pitts, Noah Pitts
1933 Stone Brook Lane, Birmingham Leeds AL 35094

7. Indemnification. The Trustee(s), his/her successors and assigns, the Trust and his/her estate, if any, shall indemnify and hold the Bank, its officers, directors, shareholders, agents, and employees harmless from any liabilities, claims, loss or damage (including reasonable attorney's fees, court costs, and expenses) for: (I) effecting transactions or following the instructions of the Trustee(s) or the Successor Trustee; (II) disbursing or receiving any monies in the deposit accounts pursuant to the direction, instruction, or approval (whether in writing or otherwise), of the Trustee(s) received by the Bank; III) for the Bank's refusal to act on any unclear or ambiguous direction of the Trustee(s); (IV) any act of failure to act by a Trustee or (V) for the Bank otherwise relying on the information provided herein.
8. Disputes. If the Bank has actual notice of any dispute with respect to the deposit account(s) listed above, the Bank may, but shall not be required: (a) to freeze the deposit account(s) until the dispute is settled, or (b) to interplead the funds in the deposit account(s) into an appropriate court and be reimbursed from the deposit account(s) for the Bank's expenses, including reasonable attorney's fees.
9. Notification. The Trustee(s) agree to notify the Bank in writing signed by each Trustee(s) in the event (a) the Trust is revoked or terminated, (b) of any change in the composition of the Trustee(s), (c) of any change, restatement, or amendment to the Trust, and (d) of any other event or change which could alter any certifications or representations made herein. Until the Bank receives such written notice, the Bank is entitled to rely upon this certification.
10. Deposit Account Duties. On behalf of the Trust and each Trustee, individually, the Trustee(s) acknowledge and agree that the deposit account(s) listed above is/are subject in all respects to the terms and conditions of the Bank's Customer Agreement, subject to the express provisions of this certification.
11. Reliance by the Bank. The undersigned hereby certify/certifies to the Bank that the information contained herein is correct and that the Bank may rely on this information in opening any account, deposit or other banking relationship with the Trustee(s) or the Successor Trustee. The undersigned understand(s) that the Bank will rely on this information in the event of my/our death and I/we waive any and all claims against the Bank if it follows the instructions set forth herein or given pursuant to the terms hereof. The undersigned acknowledge(s) that the Bank shall be entitled to act on the instruction of the Trustee(s) or the Successor Trustee with respect to the deposit account(s) listed above notwithstanding any provisions or directives in the Trust to the contrary. I/We understand that this information may affect the assets my/our estate(s) or the Trust now and upon my/our death, and acknowledge that the Bank has not rendered any legal or tax advice with respect to the Trust. I/We have consulted with my/our attorney in executing this form. In addition, the Bank assumes no duty of liability regarding tax consequences of the Trust. Regions Financial Corporation, its successors, subsidiaries, and affiliates do not offer any legal opinion as to the validity of the above referenced Trust or the tax consequences of said Trust. This form is for internal information purposes only, and merely defines the relationship between the Bank and the Trust.
12. Copy of Instrument. Upon request by the Bank, and in the Bank's sole discretion, the Trustee(s) shall provide a copy of the Trust and any amendments therein, or any additional certification from the Trustee(s); provided, however, that the possession

