

123 Goode Trust

- A Revocable Inter Vivos Trust Agreement -

STATE OF ALABAMA)
)
SHELBY COUNTY)


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Trust Agreement made between **Brenda T. Sears**, a resident of the County of Shelby, State of Alabama, referred to as trustor, and **Brenda T. Sears**, referred to as Trustee.

Trustor and trustee now recite and declare that:

1. Trustor is now the owner of the property described in Exhibit "A" attached hereto.
2. Trustor desires to make provisions for the care and management of such property, the collection of the income therefrom, and the disposition of both such income and such property in the manner herein provided.
3. Trustor declares that this trust is being created as a Asset Management Trust.
4. The Trustor and any subsequent beneficiary may use and enjoy any and all assets of the trust of their own benefit pursuant to the terms of this Declaration of Trust.

For the reasons set forth above, and in consideration of the mutual covenants set forth herein, trustors and trustees agree:

SECTION ONE
TRANSFER IN TRUST


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Trustor, in consideration of acceptance by trustee of the trust herein created, conveys, transfers, assigns, and delivers to trustee, its successors in trust and assigns, the property described in Exhibit "A," attached and incorporated by reference, which property, together with all other property that may from time to time be held by trustee hereunder, is referred to as "trust estate."

SECTION TWO
DISPOSITION OF PRINCIPAL AND INCOME

Trustee shall care for and manage the trust estate and collect the income derived therefrom. Trustee shall, after the payment of all taxes and assessments thereon and all charges incident to the management thereof, administer, apply, and dispose of the net income and corpus therefrom and the corpus thereof, as follows:

(a) All income, accumulated income and/or corpus shall be paid to **Brenda T. Sears** referred to as beneficiary upon demand and without limitation.

(b) Upon the death of the original Grantors/trustors/beneficiaries, namely, **Brenda T. Sears**, or in the event both the income beneficiary(ies) and the trustor(s) die in a common disaster or accident or under such circumstances that it is difficult or impracticable to determine who survived the other, then the entire income and corpus shall be paid over to the Grantor's son, **Donnie E. Thompson**, pursuant to the terms of this Declaration of Trust.

In the event that the above named alternate beneficiary is deceased or dies along with the



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Grantor in a common disaster or accident or under such circumstances that it is difficult or impracticable to determine who survived the other, then the entire income and corpus shall be paid over to **LaDona D. Thompson** pursuant to the terms of this Declaration of Trust.

(c) Any alternate beneficiary or tertiary beneficiary may distribute the current income, accumulated income and/or principal in their sole and absolute discretion but shall not be required to do so by any third party, entity or governmental agency.

SECTION THREE

GENERAL RULES REGARDING DISBURSEMENTS

(a) On the death of any income beneficiary, there shall be no apportionment of any accrued or undistributed income to the estate of such beneficiary, but any accrued or undistributed income shall be held and accounted for, or distributed, in the same manner as if it had accrued and been received after such beneficiary's death and shall remain in Trust pursuant to Item (d) in this section hereinbelow.

(b) Until trustee shall receive written notice of any birth, marriage, death, or other event on which the right to any payments from this trust may depend, trustee shall incur no liability to any person whose interest may have been affected by that event for disbursements made in good faith.

SECTION FOUR
ADDITIONS TO TRUST


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The trustor reserves the power to add to the trust at any time and in any amount.

SECTION FIVE
POWERS OF TRUSTEE

Trustee shall have a full right, power and authority, in its sole and absolute discretion and without authorization by any court, as follows:

(a) To retain indefinitely any property, real or personal or mixed, and to operate at the risk of the trust estate any property or business that shall be transferred to trustee in trust by trustor or beneficiaries regardless of any lack of diversification, any risk, or any nonproductivity, and even though such property or business, except for this express authority, might otherwise be considered improper for a trust investment.

(b) To sell, convey, or otherwise dispose of the whole of any part of any property at any time held hereunder at such times for such prices, to such party or parties, in such manner, for cash or on credit, and upon such other terms and conditions, as trustee shall deem advisable.

(c) To make such purchases or exchanges at such times, for such prices, in such manner, and upon such other terms and conditions as trustee shall deem advisable, and to invest and reinvest in such securities, mortgages, insurance on the life of any person, leases, commodities, or other evidences of rights, interest or obligations, secured or unsecured, or such other property, real, personal or mixed, as trustee shall deem advisable, regardless of whether any investment shall be of a wasting asset nature and without regard to any law concerning the investment of trust funds or to

the amount that shall be invested in any one security or in any one kind of investment and even though all or substantially all of such investments may be in common stocks or other equities.

(d) To pay or reserve sufficient funds to pay all expenses of management and administration of the trust estate, including compensation of trustee, all or any part of which may, in trustee's discretion, be charged either to income or principal of the trust estate.

(e) To do all acts, to institute all proceedings, and to exercise all other rights, powers and privileges that an absolute owner of the property would otherwise have the right to do, subject always to the discharge of trustee's fiduciary obligations. The enumeration of certain powers in this agreement shall not limit the general or implied powers of the trustee.

SECTION SIX

DURATION OF TRUSTEE'S POWERS

All of the rights, powers, authorities, privileges, and immunities given to trustee by this agreement shall continue after termination of the trust created hereby until the trustee shall have made actual distribution of all property held by it hereunder.

SECTION SEVEN

DIRECTIONS TO TRUSTEE

No other person is authorized, including trustors, to direct trustee with respect to sales or retention of trust property, and investments and reinvestments of trust funds. Trustee shall be accountable for any loss sustained by reason of trustee's actions.

SECTION EIGHT

TRANSACTIONS WITH THIRD PARTIES

No person dealing with trustee shall be bound to administer or question the application or disposition of cash or other property transferred to trustee, or to inquire into the authority for, or propriety of, any action by trustee.

SECTION NINE

TRUSTEE'S BOND, COURT APPROVAL, AND PERSONAL INQUIRY

No bond, surety, or other security shall be required of trustee for the faithful performance of its duties hereunder, any law or any state or other jurisdiction to the contrary notwithstanding. Nor shall trustee be required to qualify before, be appointed by, or, in the absence of breach of trust, account to any court, or to obtain the order or approval of any court in the exercise of any power or discretion hereunder. Trustee shall not be personally liable on any contract, note, or other instrument executed by it as trustee hereunder or for any indebtedness of the trust estate.

SECTION TEN

COMPENSATION OF TRUSTEE

The original trustee hereunder, and all successor trustees, shall be entitled to reasonable compensation for their services as trustee.


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SECTION ELEVEN
RESIGNATION AND SUCCESSION OF TRUSTEE

(a) Trustee, or any successor, may resign at any time upon giving written notice ninety (90) days before such resignation shall take effect, to the trustor.

(b) Those to whom such notice of resignation may be given shall unanimously designate a successor trustee by written notice to the resigning trustee within thirty (30) days after receipt of notice of resignation. In the event that a successor trustee shall not be designated, the resigning trustee shall have the right to secure the appointment of a successor trustee by a court of competent jurisdiction, at the expense of the trust estate.

(c) The resigning trustee shall transfer and deliver to its successor the then entire trust estate. The resigning trustee shall thereupon be discharged as trustee of this trust and shall have no further powers, discretions, rights, obligations, or duties in reference to the trust estate. On the day the resignation become final, all powers, discretions, rights, obligations, and duties of the resigning trustee shall inure to, and be binding upon, such successor trustee.

(d) In the event that the original Trustee, **Brenda T. Sears**, dies, resigns or is unable or unwilling to serve as such Trustee, then her son, **Donnie E. Thompson**, is hereby appointed to act in her stead as alternate Trustee and shall serve with all of the same powers and rights as the original Trustee herein. In the event that the alternate Trustee, **Donnie E. Thompson**, dies, resigns or is unable or unwilling to serve as such Trustee, then her daughter, **LaDona D. Thompson**, is hereby appointed to act in her stead as alternate Trustee and shall serve with all of the same powers and rights as the original Trustee herein.

SECTION TWELVE

ALLOCATION OF INCOME AND PRINCIPAL

Trustee shall determine what is income and what is principal of the trust under this agreement. Trustee shall determine what expenses, costs, taxes, and charges of any kind whatsoever shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the State of Alabama as they now exist and may from time to time be enacted, amended, or repealed.

SECTION THIRTEEN

ACCOUNTING

Trustee shall not be required to file annual or other accounts in any court. However, trustee shall render annual statements of account to all beneficiaries who have attained the age of majority, or if the beneficiaries are minors or have been deemed incompetent to the legal representative, guardian or conservator as appointed by this agreement or by any court of competent jurisdiction, and shall, whenever called to do so, exhibit to any of the beneficiaries of the trust, guardians, legal representatives or conservators of minor or incompetent beneficiaries all documents, securities, and papers forming part of, or relating to, the trust. The approval of any account of trustee, in an instrument signed by or on behalf of the beneficiary or beneficiaries at the time of approval of the current trust income shall be a complete release and discharge of trustee with respect to the administration of the trust property, insofar as such administration is reflected in such account, for the period covered by the account. Any item of an account to which no objection is made in writing to trustee within thirty (30) days after delivery of the account to the beneficiaries who have attained the age of majority, guardians, legal representatives, or conservators of minor or incompetent



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beneficiaries, shall be conclusively presumed to be approved by all parties to whom such account was delivered.

SECTION FOURTEEN

PURPOSE AND GENERAL CONSTRUCTION OF TRUST

The primary purpose and intent of trustors in creating the trust under this agreement is to serve as a vehicle for the Trustors to management their assets and, upon the demise of rustors, to convey any remaining assets to their issue without having to probate an estate. The rights and interests of any remaindermen or of successor income beneficiaries are subordinate to that purpose. The provisions of this agreement shall be liberally construed in the interest and for the benefit of the current income beneficiaries of the trust estate. The foregoing shall not, however, be deemed to limit the discretion hereby conferred upon trustee.

SECTION FIFTEEN

DEFINITIONS

(a) The words "child," "children," and "issue," wherever used in this agreement, shall include persons who shall have been legally adopted, and any children or issue, whether natural or legally adopted, of any such legally adopted persons.

(b) The words "child" and "children," wherever used in this agreement, shall not include grandchildren or more remote descendants.

(c) The word "issue," wherever used in this agreement, shall include descendants of

whatever degree.

(d) The words "Grantor" and "Trustor" shall both refer exclusively to **Brenda T. Sears**, individually.

SECTION SIXTEEN SPENDTHRIFT PROVISION

No title or interest in the money or other property constituting the principal of the trust estate, or in any income accruing therefrom or thereon, shall vest in any beneficiary during the continuance of the trust created hereby. No such beneficiary shall have the power or authority to anticipate in any ways any of the rents, issues, profits, income, monies, or payments hereby provided or authorized to be paid to such beneficiary, or any part thereof, nor to alienate, convey, transfer, or dispose of the same or any interest therein or any part thereof in advance of payment. None of the same shall be involuntary alienated by any beneficiary or be subject to attachment, execution, or be levied upon or taken upon any process for any debts that any beneficiary of the trust shall have contracted or shall contract, or in satisfaction of any demands or obligations that any beneficiary may incur. All payments authorized and provided to be made by trustee shall be made and shall be valid and effectual only when paid to the beneficiary to whom the same shall belong, or otherwise, as herein provided.

SECTION SEVENTEEN PERPETUITIES SAVINGS CLAUSE

Any other term or provision of this agreement to the contrary notwithstanding, the trust



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created hereby shall not continue beyond, but shall terminate twenty-one (21) years after the death of all beneficiaries named herein and living on the date of this agreement.

SECTION EIGHTEEN

REVOCABILITY

Trustor reserves the power to revoke the trust created under this agreement at any time and for any reason. Said revocation may occur by one or both of the Grantors of such. Unanimous consent of both Grantors is not required to revoke this Trust Agreement.

SECTION NINETEEN

SITUS and GOVERNING LAW

This agreement and the dispositions hereunder shall be construed and regulated, and their dsvalidity and effect shall be determined, by the laws of the State of Alabama, as such laws may from time to time exist.

IN WITNESS WHEREOF, the trustor and trustee have hereunto set their hands and seals this 25 day of September, 2023, at Calera, Alabama.



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Brenda T. Sears
Brenda T. Sears
Grantor

Brenda T. Sears
Brenda T. Sears
Trustee

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said State, do hereby certify that the *Brenda T. Sears*, being personally known to me, and signing in their joint capacities as both Grantor and Trustee, did hereby knowingly and voluntarily execute the above Trust Agreement on this the 25 Day of September, 2023.

Aaron M. Bailey
NOTARY PUBLIC
My Commission Expires: ~~09 March, 2016~~
4-4-27

This Instrument Prepared By:

Clint C. Thomas, P.C.
Attorney at Law
P.O. Box 1422
Calera, AL 35040



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EXHIBIT "A"

- Schedule of Trust Assets -

1. The real estate located at **123 Goode Trail, Wilsonville, AL 35183**, and being more particularly described as:

PARCEL I: Commence at the SE corner of SW 1/4 of SW 1/4, Section 4, Township 20 South, Range 1 East; Thence run North along east line of said 1/4-1/4 section a distance of 420 feet; Thence run West parallel with the south line of said 1/4-1/4 section, a distance of 955 feet, more or less, to a point which is 475 feet East of the East right of way line of Highway 55, said point being the Point of Beginning of parcel herein described; Thence run North parallel with East line of said 1/4-1/4 section, a distance of 215 feet; Thence run east parallel with South line of said 1/4-1/4 section a distance of 475 feet; Thence run South, parallel with the East line of said 1/4-1/4 section, a distance of 215 feet; Thence run West parallel with South line of said 1/4-1/4 section, a distance of 475 feet to the Point of Beginning. Situated in Shelby County, Alabama.

PARCEL II: Commence at the SE corner of the SW 1/4 of SW 1/4 of Section 4, Township 20 South, Range 1 East; Thence run North along the East line of said 1/4-1/4 section, a distance of 420 feet to the Point of Beginning; Thence run West and parallel with the South line of said 1/4-1/4 section a distance of 480 feet, more or less, to a point which is 950 feet East of the East right of way line of Highway 55; Thence run North parallel with the East line of said 1/4-1/4 section a distance of 215 feet; thence run East, parallel with the South line of said 1/4-1/4 section, a distance of 480 feet, more or less, to a point on the East line of said 1/4-1/4 section; Thence run South along the East line of said 1/4-1/4 section a distance of 215 feet to the Point of Beginning.

EASEMENT: Together with an easement for a driveway of and equal width of 16 feet over an across the property lying to the West of the above described property, to provide for access to Shelby County Public Road No. 55, together with the easement for water, gas, power and other utility lines within said 16 foot driveway.