

The State of Alabama, }
County of Limestone.)

Whereas Robert A. McClellan departed this life in the year 1898, leaving surviving a widow, Aurora Pryor, and two children, Thomas C. and Memory; and, whereas, the title to the McClellan Home Place (more particularly described in the deed, of recent date, by the mentioned parties to T. E. Welles) in Athens, Alabama, was in the said Robert A. McClellan and his wife, aforesaid, jointly; and, whereas, it was determined by the aforesaid parties that a sale of said Home Place was desirable; and, whereas, such determination has been effected by a sale thereof to the said Welles at the price of Eight Thousand Dollars; and whereas, it was, preceding said sale, and is the agreement and understanding, between all of the undersigned that the proceeds of said sale should be and constitute a ^{estate} trust ~~fund~~ whereby to create and afford an income (to be paid monthly) to the said Aurora P. McClellan for the remainder of her natural life, and such agreement and understanding being the prime inducement to secure the consent of all parties to said sale; and, whereas, this purpose can be best subserved by the naming of trustees to administer said trust:

Now, therefore, in consideration of the premises and in further consideration of the love and affection borne by the undersigned for the said Aurora P. McClellan, as well as concern for her maintenance, independence and welfare during her life, we, the undersigned, hereby constitute, make and establish said sum of Eight Thousand Dollars (\$8,000.00) a trust ^{estate} ~~fund~~, which, to effect the stated purpose, we give, grant and set over to Robert Henry Walker (husband of Memory McClellan Walker) and Thomas C. McClellan as trustees of and for said trust ^{estate} ~~fund~~: to be held and handled by them ^{without bond} as in their judgment seems best to conserve the purpose of securing an income therefrom and at the same time of preserving unimpaired the principal sum stated. But it is understood and agreed that said trustees or either of them shall not be liable or responsible for any interest or income from said sum other than interest or income therefrom actually received by said trustees; nor shall said trustees or either of them receive any compensation from said trust ^{estate} ~~fund~~ or its interest or income for

services rendered in the premises. The annual interest or income received from said trust ~~fund~~ ^{estate} shall be apportioned, by said trustees, as near as may be into twelve equal monthly installments and so paid monthly to the beneficiary of said trust, viz., Aurora P. McClellan, less any reasonable discount of interest or income obligations that may be approved by said trustees in order to render more promptly available said interest or income; otherwise than as provided, said interest or income shall not be anticipated or hypothecated or assigned or conveyed by said trustees or by the said beneficiary.

In no event, without the written consent of each and every one of the undersigned shall the principal sum, viz., Eight Thousand Dollars, be impaired or diverted in any way from the purpose and object aforesaid, viz., the establishment of a trust ~~fund~~ ^{estate}, only the income or interest from which shall be used up or expended as herein above provided.

Upon the full accomplishment of the trust provided, the principal sum aforesaid and any interest or income unexpended shall be equally divided between Memory McClellan Walker and Thomas C. McClellan.

in triplicate
Witness our hands and seals this 2nd day of October, 1911.

Aurora P. McClellan (Seal)

Memory M. C. Walker (Seal)

Robt. Henry Cracker (Seal)
Thomas C. McClellan (Seal)

Samuel M. McClellan (Seal)