

12  
TRUST  
E

**TEXAS REVOCABLE LIVING TRUST AGREEMENT  
OF  
J.A. and C.A.**

This Revocable Living Trust Agreement (the "Agreement") dated the 12 day of May, 2024, by and between:

Ret.

**GRANTOR:** JOHN ANTHONY and CAROL ANTHONY with a mailing address of 15003 Parish Rd., Crosby, Texas 77532 (referred to as the "Grantor,"); and

✓✓

**TRUSTEE:** JOHN ANTHONY with a mailing address of 15003 Parish Rd., Crosby, Texas 77532 (referred to as the "Trustee").

(4) 1EE

**BENEFICIARY:** WESLEY ANTHONY with a mailing address of 8318 DL Tally Dr., Shreveport, La 71115, and whose Social Security Number ends in X028 and CHELSEY GARRISON with a mailing address of 1724 Iron Ore Rd., Huffman Texas 77336, and whose Social Security Number ends in X176 (the referred to as the "Beneficiaries" and collectively referred to as the "Beneficiary").

2EE

The Trustee agrees to hold any property transferred to this Trust, from whatever source, in trust under the following terms:

**Article 1. Name of the Trust:** This Trust shall be known as the "TEXAS REVOCABLE LIVING TRUST OF J.A. and C.A." hereinafter known as the "Trust" and is not an amendment to a prior Living Trust.

1EE

**Article 2. Transfer of Property:** On the date set forth above, the Grantor transferred to the Trust Estate and assets described in Attachment A, which is attached and incorporated into this Trust. The Grantor or someone acting on the Grantor's behalf may transfer property, during the life of the Grantor or by the Grantor's Will, to the Trust and list such property on Attachment A. The Grantor, along with any other individual, may transfer property to the ownership of the Trust. Property may be added to the Trust by writing in Attachment A, by attached receipt, or by placing the property under the ownership of the Trust. Attachment A is for reference only, and any property transferred to the Trust formally or informally, but not listed on Attachment A, is also part of the Trust. All property transferred to the Trust formally or informally, together with the investments and reinvestments, as well as any income earned is sometimes collectively referred to herein as the "Trust Estate". All property transferred to or deposited with the Trustee shall be held by the Trustee in trust for the uses and purposes stated herein.

**Article 3. Life of the Grantors:** During the life of the Grantors, the Trustee shall hold, manage, and administer the Trust Estate and, at the Grantors' request, dispose of the net income and principal. In the absence of any such request, the Trustee may pay to the benefit of the Grantors any part of the net income and principal as the Trustee deems advisable, with full power to

RP-2024-217550

accumulate any income not paid and to hold such income and property for later use. In the event Grantors becomes incapacitated, Trustee is authorized to use any part or all of the net income and principal for the benefit of the Grantors as the Trustee deems advisable, with full power to accumulate any income not paid and to hold for future use or to add to the principal.

**Article 4. Death of the Grantors:** Upon the death of the Grantors, except as otherwise set forth below, the Trustee shall hold, administer, and dispose of the Trust Estate as follows:

- A. **Real Property:** All real property, both residential and commercial, shall be transferred to the Beneficiaries.
- B. **Personal Property:** All personal property, including, but not limited to, furniture, jewelry, clothing, motor vehicles, equipment, and any other tangible assets shall be transferred to the Beneficiaries.
- C. **Residuary Property:** The Trustee shall divide the principal and any undistributed income along with any property not specifically distributed into equal shares to be distributed equally among all Beneficiaries.
- D. **Failure of All Beneficiaries:** In the event of the failure of all Beneficiaries, then the Trustee shall transfer the Trust Estate, discharged of the Trust, to the person or persons who would be entitled to inherit from Grantors under the laws of the State of Texas as unmarried, intestate, and domiciled in that State.
- E. **Distribution to Any Person Who is Under the Age of 18:** If distribution is to be made to any person who is under eighteen (18) years of age and who is not then a Beneficiary of any portion of the Trust Estate under any provision of the Trust, the Trustee may make the distribution free of all trusts to the minor, to a parent of the minor for the minor's benefit, or to a custodian designated by the Trustee for the minor, and that distribution shall represent a complete discharge of the Trustee.

**Article 5. Payment of Death Taxes, Administration Expenses, Etc.:** Upon the death of the Grantor, the following shall be applicable:

- A. The Trustee shall pay any funeral expenses, administration costs, debts, taxes (including estate, inheritance, or similar taxes resulting from the Grantor's death), interest, penalties, and legacies, as directed by the Grantor's will and certified in writing to the Trustee by the legal representative of the Grantor's estate.
- B. In the event the assets of the Grantor's residuary probate estate shall be insufficient to pay for the Grantor's funeral expenses, expenses of administration, and all Federal and State taxes in the nature of estate, inheritance or like taxes, such obligations shall be paid by the Trustee to the extent that they exceed said residuary probate estate assets.

UNOFFICIAL COPY

- C. In making any payments under this Article, the Trustee may rely on any certificate of the legal representative of the Grantor's estate as to the amount of said payment and the person to whom it is to be paid.

**Article 6. Estate of Grantor:** Notwithstanding the instructions in Article 4 with respect to the distribution of income and principal, the Trustee is authorized in its discretion to use the income and principal of the Trust, from time to time, as follows:

- A. To purchase and to retain as investments any securities or other property, real or personal, belonging to the estate of the Grantor.
- B. To make loans or advances to the personal representative of the estate of the Grantor on such reasonable terms as it deems advisable.

The Trustee is not obligated to see to the application of any funds paid over to the estate of the Grantor.

**Article 7. Trustee Powers:** As an extension and not a limitation of all common law and statutory authority, and except where in conflict with any other provision in the Trust, the Trustee may act independently and has the following powers and authority:

- A. To accept and receive property, real or personal, from the Grantor, from the Grantor's estate, or from any other estate, trust, or person, and to hold the same as a part of the Trust.
- B. To collect income, interest, dividends, rents, and profits.
- C. To retain any part or all of the property, real or personal, received to be held in trust hereunder in the form of investments, and to invest and reinvest the property of the Trust in any investments as the Trustee may deem proper without regard for the principles of diversification, or whether any form of investment would ordinarily be considered as suitable for a trustee to make or hold; and to retain any real estate or tangible personal property received to be held in trust hereunder and/or to acquire any real property and/or tangible personal property, permitting the Beneficiaries to make such use thereof as is advisable and commensurate with their beneficial interests, and to make repairs and improvements and pay taxes, insurance premiums, and other charges with respect thereto as the Trustee may deem advisable.
- D. To sell any real or personal property of the Trust at public or private sale for cash or on credit or to exchange the same on terms as the Trustee may deem advisable; to lease any real or personal property of the Trust at times and on terms as the Trustee may deem advisable, whether or not the lease may extend beyond the term of any trust.

- E. To borrow for the purposes of the Trust and to mortgage or pledge any real estate or personal property as security for any such loans.
- F. To foreclose by entry or otherwise extend, assign, or give partial releases of any mortgages, and to discharge mortgages or liens on real or personal property.
- G. To sign, seal, execute, and deliver all proper and necessary conveyances and instruments for the purposes of the Trust.
- H. To grant options for the sale or exchange of any property.
- I. To vote in person or by proxy upon all stocks or other securities held and to exercise all conversion, subscription, voting, and other rights of whatever nature pertaining to the property of the Trust, and to pay any sums as may be deemed advisable in connection therewith, and to exercise stock options.
- J. To participate in any plan of reorganization, consolidation, or merger, to deposit any property of the Trust under any such plan or with any protective or reorganization committee, to delegate to such committee discretionary power with respect thereto, to pay a proportionate part of the expenses of the committee and any assessments levied under any plan, and to accept and retain new securities received in pursuance of any plan.
- K. To hold securities or any real or other personal property in the name of a nominee or nominees, or in any other form.
- L. To employ legal counsel, investment counsel, and agents, and to decide whether or not to act upon their recommendations and to pay them reasonable compensation from the Trust Estate.
- M. To take any proceedings at law or in equity with reference to or in any matter concerning the Trust and to represent the interests of the Trust in any proceedings, with power to compromise or refer to arbitration any dispute in any way affecting the same.
- N. To take steps and to do any acts which may be deemed necessary or proper for the due care and management of the Trust.
- O. To value all property to be divided or distributed at then current fair market values, and, in Trustees' discretion, to convert all or any part of such property into money and to make division or distribution thereof in kind or in money.
- P. To refuse to accept property as a trust asset if such property could result in liability to the Trust or otherwise impair the value of any Trust Estate.

UNOFFICIAL COPY

- Q. To place any portion or all of the Trust Estate in any custodial or agency account or other similar account administered by a banking institution or trust company and to rely upon their investment decisions, such not constituting an unauthorized delegation of the Trustee's duties; provided that this paragraph shall not be applicable if the Trustee is a corporate Trustee.
- R. To have dealings between or among separate trusts or trust shares hereunder, including the purchase, sale, or exchange of assets, or the borrowing or lending of money, on such reasonable terms as may be appropriate in the circumstances.
- S. To open and maintain checking or savings accounts in any bank or banks and to designate any one or more persons to execute checks or make withdrawals therefrom.
- T. To make loans to any person or persons upon such reasonable terms as the Trustee may determine, provided that no loan shall be made to any person who is also serving as a Trustee hereunder.

**Article 8. Payment of Premiums:** The Trustee shall in no way be bound to pay the premiums or other charges on any policy payable hereunder, nor to see that any such policy is kept in force, but shall use its best efforts to collect any sum payable thereunder by the terms of such policy or policies, the same shall be payable to the Trustee and it shall have knowledge thereof.

**Article 9. Distributions by Trustee; Limitation on Exercise of Special Power of Appointment:** The Trustee is authorized to make payments of principal or income directly to and otherwise to deal with minors as though of full age or to make such payments for the benefit of such minor, or to the parent or person having custody of the minor for his or her use, all as the Trustee may designate. No grantee or holder of any special power of appointment granted under the Trust shall have the right or power to exercise such special power in any manner to satisfy any legal obligation of such grantee, or holder, including, but not limited to, any legal obligation of support.

**Article 10. Accounting:** At any time during or after the Trust's existence, a Beneficiary may request an accounting of the property in the Trust which may or may not include income, liabilities, and a list of assets known to be in the Trust's possession. Requests may not be made more than once every three (3) months, unless such limit would run afoul of any applicable laws or regulations for the disclosure of accounting, in which case the standard under such law or regulation would apply.

**Article 11. Spendthrift Provisions:** No interest in the principal or income of the Trust shall be subject to anticipation, assignment, sale, transfer, pledge, encumbrance, or any other form of voluntary or involuntary alienation by any Beneficiary, whether directly or indirectly, in whole or in part, nor shall any such interest be liable for or subject to the debts, liabilities, contracts, or torts of any Beneficiary. No creditor, assignee, or other person claiming through any Beneficiary shall have any right, title, or interest in or to any portion of the principal or income of the Trust, nor

shall such creditor, assignee, or other person have the right to compel any distribution from the Trust to any Beneficiary. Nothing contained in this Article shall be construed as restricting in any way the exercise of any power of appointment granted herein.

**Article 12. Dealings With Third Parties:** Any person, firm, corporation, or entity dealing with the Trustee may always rely upon the Trustee as being duly authorized hereunder in all particulars; and no such person, firm, corporation, or entity shall in any way be responsible for the proper use or application of any property delivered, or any funds paid over or advanced, by any of them to the Trustee; and the receipt of the Trustee for any payment or advancement made to the Trustee, or for any property delivered to the Trustee, shall be a complete discharge and acquittance to the extent specified in such receipt. Persons dealing with the Trustee shall look only to the property administered by the Trustee for payment of claims and not to the Trustee's personal property.

**Article 13. Successor Trustees and Other Provisions Dealing with Trustees:**

- A. **Successor Trustee:** The Grantor appoints CAROL ANTHONY with the mailing address of 15003 Parish Rd., Crosby, Texas 77532 as the Successor Trustee and if she shall be unable to fulfill the duties herein, the Grantor appoints WESLEY ANTHONY with the mailing address of 8318 DL Tally Dr., Shreveport, La 71115 as the Second Successor Trustee. In the event neither can serve as Successor Trustee, the Beneficiaries may decide with a majority vote the corporate entity or individual to serve as a successor trustee (the "Successor Trustee"). If the Beneficiaries cannot agree to a Successor Trustee within thirty (30) days, then the court in the jurisdiction of the Grantor shall make the appointment. If a Beneficiary of the Trust is to be appointed as Trustee, legal or tax counsel should first be consulted with respect to any possible income, gift, estate, or other tax consequences to such Beneficiary under then existing law. Notwithstanding the foregoing, as long as one Trustee is serving hereunder, no vacancy shall be deemed to exist in the office of the Trustee.
- B. **Appointment of Co-Trustee by an Individual Trustee:** Any individual who is serving as a Trustee may at any time appoint another person or a corporate Trustee to serve as a co-Trustee, but only during the period of time that such individual is serving as a Trustee. The Trustee has the right to remove such co-Trustee from such office, with or without cause, upon written notice thereof mailed or delivered to such appointed co-Trustee.
- C. **Removal or Incapacity:** During the Grantor's lifetime, he or she shall have the right to remove any Trustee. Should any Trustee hereunder become incapacitated, as determined pursuant to the indenture or otherwise, such person shall cease to serve as Trustee and the office of Trustee shall be deemed vacant if no other Trustee is then serving.
- D. **Resignation of Trustee:** Any Trustee hereunder may resign by a notice in writing delivered to the Grantor, if the Grantor is then living, and, after the Grantor's death, to all current Beneficiaries of the Trust.



- RP-2024-217550
- E. **Certified Copies and Certificate of Trustee or Attorney at Law:** Anyone may rely upon a copy hereof certified by a Notary Public to be a true copy of the instrument.
  - F. **Trustee's Accountings:** The Trustee may, and, upon request of any Beneficiary hereof, shall, render periodic accounts with respect to the Trust hereunder to the person or persons then entitled to receive any income or principal from the Trust.
  - G. **Bond:** The Grantor directs that no Trustee hereunder be required to furnish bond, or surety on any bond, for the performance of its duties as Trustee in any jurisdiction.
  - H. **Successor Trustees or Co-Trustees:** All rights, powers and exemptions reserved or granted to the Trustee hereunder shall extend to any Successor Trustee or co-Trustee. No Successor Trustee or co-Trustee shall succeed to such office until he/she/it accepts such office in writing. Any Successor Trustee or co-Trustee may accept, without examination or review, the accounts rendered and the property delivered by any predecessor Trustee or present co-Trustee without liability. Each Successor Trustee or co-Trustee has the same title, power, and duties as the Trustee succeeded or, in the case of a co-Trustee, the other then present Trustee, without any additional conveyance, subject to any limitations herein. Any reference to a "Trustee" refers equally to any Successor Trustee or co-Trustee.
  - I. **Compensation of Trustees:** Any Trustee serving hereunder shall be entitled to no compensation whatsoever.
  - J. **Liability of an Individual Trustee:** No individual Trustee (as opposed to a corporate Trustee) shall, with respect to the investment of Trust Estate, be liable for any action taken, or failure to act, unless such action, or failure to act, was done willfully and in bad faith or fraudulently.
  - K. **Corporate Trustee:** The term "corporate Trustee" shall mean a Trustee which is a banking institution or trust company regularly engaged in the business of trust administration in which no Beneficiary has any controlling interest.

**Article 14. Governing Law:** This Trust is made and executed in the State of Texas and is to be governed and construed according to the laws of said State.

**Article 15. Survival:** No individual or organization may make a claim or benefit from the Trust unless it is determined that the benefiting party has survived the Grantor by thirty (30) days.

**Article 16. Incapacity:** If the Grantor is serving as Trustee and the Grantor becomes unable to participate in trust activities because of illness, disability, or for any other reason, the Successor Trustee may, during such period of incapacity, act as Trustee under this instrument and make all decisions regarding the Trust Estate. Incapacity shall be defined as a lack of ability to manage his

or her own personal and financial affairs, which may be due to a mental or physical condition. The determination of incapacity shall be made by either a court of competent jurisdiction or two (2) physicians licensed to practice medicine in the state where the Grantor is domiciled at the time of the certification. One of the two physicians shall be board certified in the specialty most closely associated with the cause of the Grantor's incapacity. The Grantor shall be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or two licensed physicians that the Grantor can manage his or her personal and financial affairs.

**Article 17. Severability:** If any wording, sentence, or article of the Trust is determined to be invalid, unenforceable, or irrelevant for any reason whatsoever, the remaining portions of the Trust shall remain legally valid and enforceable. If a court determines that limiting any such wording in the Trust would enable it to become valid and enforceable, then such wording shall be deemed written, construed, and enforced as so limited.

**Article 18. Gender References:** Whenever the context permits, the use of a particular gender shall include any other gender, and references to the singular or the plural shall be interchangeable.

**Article 19. Power to Alter, Amend or Revoke:** The Grantor reserves the right at any time or times during the Grantor's lifetime to amend, alter, or revoke the Trust, in whole or in part, or any provision thereof, by an instrument in writing signed by the Grantor and delivered to the Trustee, provided that no such amendment or alteration shall in any manner increase the duties and responsibilities of any then Trustee in office without such Trustee's consent. From and after the Grantor's death, the Trust shall be irrevocable and may not be altered, amended, or revoked.

*[the remainder of this page is intentionally left blank]*



EXECUTED the day and year first above written.

Grantor's Signature: John Anthony

Print Name: JOHN ANTHONY

Date: 5-12-24

(3) 20R

Grantor's Signature: Carol Anthony

Print Name: CAROL ANTHONY

Date: 5-12-24

I hereby accept the Trust hereinabove created upon the terms set forth herein and agrees to act as Trustee thereunder.

Trustee's Signature: John Anthony

Print Name: JOHN ANTHONY

Date: 5-12-24

I hereby accept the Trust hereinabove created upon the terms set forth herein and agrees to act as Trustee thereunder.

Successor Trustee's Signature: Carol Anthony

Print Name: CAROL ANTHONY

Date: 5-12-24

I hereby accept the Trust hereinabove created upon the terms set forth herein and agrees to act as Trustee thereunder.

Second Successor Trustee's Signature: Wesley Anthony

Print Name: WESLEY ANTHONY

Date: 5/12/24

10R

COPY

RP-2024-217550

SELF-PROVING AFFIDAVIT

State of TEXAS )  
 )  
County of Harris )

I, the Grantor, Trustee(s) and the Witnesses and/or Notary Public, whose names are signed to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Grantor signed and executed the instrument as his Living Trust and that he signed willingly, and that he/she executed it as his free and voluntary act for the purposes therein expressed, and that each of the individuals in the presence of the Grantor was at the time eighteen (18) or more years of age, of sound mind, and under no constraint or undue influence.

Grantor's Signature: John Anthony Date: 5-12-24

Print Name: JOHN ANTHONY

Grantor's Signature: Carol Anthony Date: 5-12-24

Print Name: CAROL ANTHONY

Trustee's Signature: John Anthony Date: 5-12-24

Print Name: JOHN ANTHONY

Successor Trustee's Signature: Carol Anthony

Print Name: CAROL ANTHONY Date: 5-12-24

Second Successor Trustee's Signature: Wesley Anthony

Print Name: WESLEY ANTHONY Date: 5/12/24

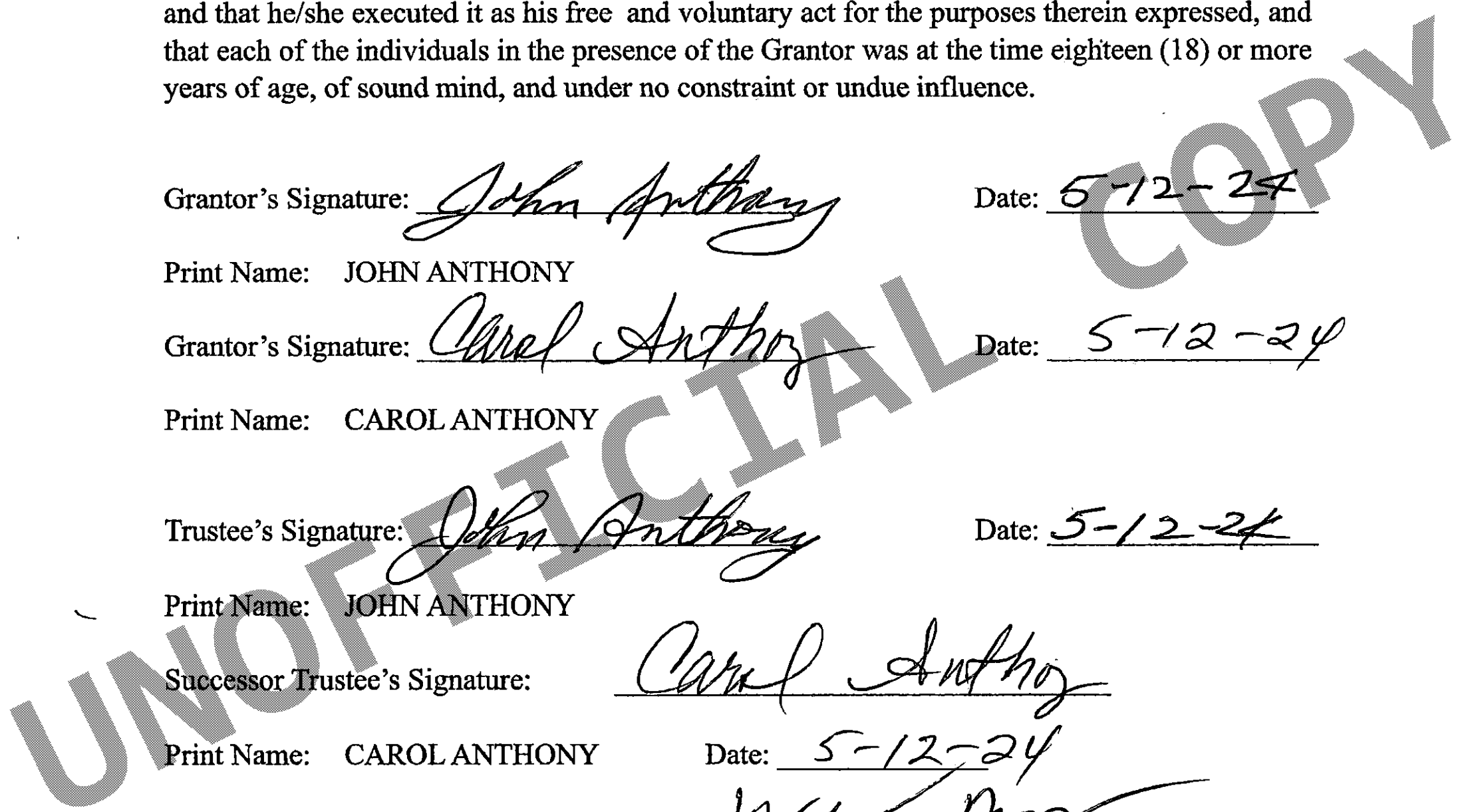
Witness Signature: John H. Alexander Date: 5/12/24

Print Name: John H. Alexander

Witness Signature: Deborah Alexander Date: 5/12/24

Print Name: Deborah Alexander

RP-2024-217550



NOTARY ACKNOWLEDGMENT

STATE OF Texas )  
COUNTY OF Harris )

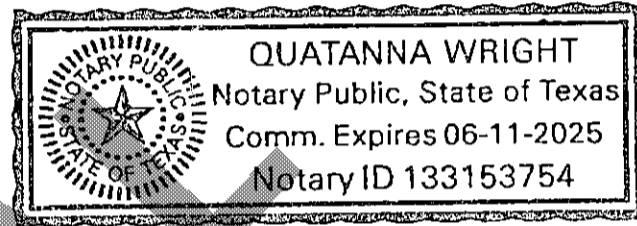
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN ANTHONY, CAROL ANTHONY, WESLEY ANTHONY, John H. Alexander, and Deborah Alexander, personally known to me as the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that each signed, sealed, and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 12 day of May, 2024.

Quatanna Wright

Notary Public

My Commission Expires: 6/11/2025



RP-2024-217550

UNOFFICIAL

ATTACHMENT A

1. Real Property
  - a. 15003 Parish Rd., Crosby, Texas 77532, with a legal description of: LT 11, PARISH ROAD ESTATES SEC 1.
  - b. 5020 Wyeth Mountain Rd., Guntersville, AL 35976
  
2. Personal Property:
  - a. 2012 Toyota Prerunner, VIN 5TFJU4GNCX015899, with about 55,000 miles
  - b. 2022 Toyota Highlander LE, vin 5TDYZRAH4NS547875, with about 14,000 miles

UNOFFICIAL COPY

FILED FOR RECORD

8:00:00 AM

Friday, June 14, 2024

*Laneshia Hudspeth*

COUNTY CLERK, HARRIS COUNTY, TEXAS

UNOFFICIAL COPY

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

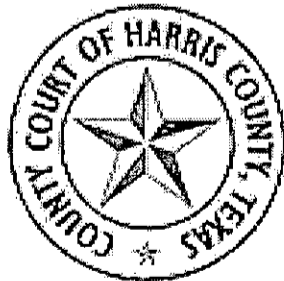
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Friday, June 14, 2024

*Laneshia Hudspeth*

COUNTY CLERK  
HARRIS COUNTY, TEXAS



RP-2024-217550