

LAST WILL AND TESTAMENT OF SYLVESTER Q. CANNON

KNOW ALL MEN BY THESE PRESENTS: That I, Sylvester Q. Cannon of Salt Lake City, Salt Lake County, Utah, of the age required to make this will, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person whatever, do make, publish and declare this my last will and testament in manner following, that is to say:

1. I direct that my body be buried in a plain, simple casket befitting my station in life and the circumstances of my estate; and that final services be conducted, with the approval of my family, under the direction of my associates in the church of which I am a member.

2. I direct that my executors herein named pay my funeral expenses, the expenses of my last illness, all taxes imposed by law, including inheritance and federal estate tax, if any, and all just claims and debts against me existing at the time of my demise, as well as all lawful costs and expenses that may be incurred in the administration of my estate.

3. To each of my children who shall survive me, and to each of the children of any child of mine who shall predecease me, I give the sum of one dollar (\$1.00). It is my intention that only those mentioned in this will shall inherit or receive any portion of my estate, and if any other person should establish himself or herself to be my heir, then to such person I give the sum of \$1.00.

4. All other property, wheresoever situate, which I may own at the time of my death, or to which, at or after the time of my death I may be entitled in law or in equity, together with the substitutions therefor and income and increase thereof, and the proceeds therefrom, hereinafter referred to as the trust estate, I give, bequeath and devise unto my wife, Winnifred Daville Cannon, and Zion's Savings Bank and Trust Company of Salt Lake City, as trustees, to have and to hold said property unto said trustees, and their successor or successors, in active and mandatory trust, to be used, managed and distributed by them in the following manner, to-wit:

(a) To my said wife, said trustees shall pay the sum of \$250.00 per month for the term of her natural life, such payments to date from my death, the monthly payment for any given month to be made on, or as soon as possible after, the first day of such month. If circumstances arise which in the judgment of said trust company, as trustee, or its successor trustee, if any, require or justify payment to my said wife, during any month, of a sum or sums in excess of the regular allowance of \$250.00, payments thereof shall be made as a donation, without diminution, at such time and in such amount or amounts as the said trust company, or its successor trustee, if any, shall determine. All payments hereunder to my said wife shall be made out of the income of the trust estate if sufficient, but if such income is not sufficient to provide for my said wife as hereinabove required or permitted, then payments to her shall be made from the principal of the trust estate.

(b) If, in the sole judgment of my trustees, any child of mine shall be in need of special assistance by reason of ill health or poverty, or other emergency, then the trustees may pay to such child from the income of the trust estate, or if necessary from the principal thereof, such amounts from time to time as my said trustees shall consider reasonable or proper to meet the emergency. Any payments made by my said trustees under the power so given by the provisions of this subdivision of my will shall be considered as a donation, without diminution of the share of the child so accommodated.

(c) After the distribution of my estate to the trustees in the course of proceedings for the probate of this will, and upon the death of my said wife, and continuing thereafter until the youngest among my then living children attains the age of thirty (30) years, my said trustees, Zion's Savings Bank and Trust Company, or its successor, shall disburse monthly among my children, share and share alike, such portion of the income of the trust estate as in the judgment of the trustee shall seem advisable. Should any child of mine die leaving issue,

prior to final distribution of the trust estate by the trustee, such issue shall be entitled to receive, per stirpes, that portion of the income of the trust estate which their deceased parent and child of mine would have been entitled to receive if living.

(d) After the distribution of my estate to the trustees in the course of proceedings for the probate of this will, and upon the death of my said wife, then, if the youngest of my then living children shall have attained the age of thirty (30) years, or thereafter upon the youngest of my then living children attaining the age of thirty (30) years, my said trustee, Zion's Savings Bank and Trust Company, or its successor, shall distribute all of the trust estate remaining in its hands equally among my children, to-wit: Julian Saville Cannon, Elmer Cannon, Winfield Quayle Cannon, Sylvia Cannon, Lawrence Saville Cannon, Lucile Cannon Richards and Donald James Cannon, or the survivors thereof, share and share alike; provided however, should any child of mine die leaving issue, prior to such final distribution, such issue shall be entitled to receive, per stirpes, that portion of the trust estate which their deceased parent and child of mine would have been entitled to receive if living.

(E. Said trustees, for the purpose of said trust, shall have as full power to deal with the trust estate and to manage and conduct the affairs of the trust as if they were the absolute owners of said estate, and in furtherance thereof and not by way of limitation upon such general powers said trustees shall have power:

(a) To sell, transfer and convey from time to time, at either public or private sale, any part or all of the trust property, upon such terms and conditions as they deem proper;

(b) To invest or reinvest the trust funds (including the surplus and income thereof) in either real or personal property, or both;

(c) To improve or lease for a term beyond the possible termination of this trust or for any less term, either with or without option to purchase, any real or personal property that may be held in trust;

(d) To borrow money and to mortgage, pledge or otherwise encumber the property of the trust as security for such loan or loans;

(e) To execute all contracts, conveyances, transfers and other instruments relating to the trust estate, or any part thereof, and to cancel and discharge all liens and encumbrances upon the payment or satisfaction thereof;

(f) To lend money in their hands from time to time on such terms as they may deem expedient.

6. In accepting, acquiring or retaining any assets for the trust estate, the trustees shall not be restricted to approved investments for trust funds, and shall incur no liability by reason of any depreciation in the value of any assets held by them, my intent being that as regards the period for which assets shall be held in trust, and the types of investments which shall comprise the trust estate, the judgment of the trustees alone shall be determinative.

7. All persons, partnerships, associations or corporations extending credit to, contracting with, or having any claim against the trustees, or in connection with this trust, shall look only to the funds and property of the trust for the payment of any such contract or claim or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the trustees or in connection with this trust so that neither the trustees nor the beneficiaries under the trust shall be personally liable therefor.

8. The trustees shall be reimbursed from the trust estate for all expenses or liabilities of every nature incurred, whether such liabilities are present, future or contingent, or advancements or disbursements made in the acceptance or discharge of the trust.

9. No purchaser from said trustees shall be bound to see to the application of the purchase money or other consideration paid or delivered by or for said purchaser to the trustees.

10. If my said wife predeceases me, or, surviving me, shall die before the termination of the trust, Zion's Savings Bank and Trust Company, or its successor trustee, if a trust company of the State of Utah in good standing, shall

serve as sole trustee hereunder. No trustee shall be removed from trusteeship except for cause, and then only by an order of a court of competent jurisdiction. If said Zion's Savings and Trust Company resigns as trustee or becomes disqualified to serve in that capacity, the vacancy in the trusteeship shall be filled by such of the beneficiaries hereunder as have attained their majority, and if none of said beneficiaries be then of age, such vacancy shall be filled by order of court. Neither of said trustees nor any successor trustee appointed by the beneficiaries shall be required to furnish bond or other security for faithful performance of the duties imposed by the trust.

11. The income provided for in this trust for either, any, or all of the beneficiaries shall not vest in them until they shall be entitled to receive the same according to the terms of this will, and shall not be alienable by anticipation or otherwise nor shall the same be taken for their, his or her debts.

12. In the event of disagreement between my said wife and Zion's Savings Bank and Trust Company as trustee on any matter or matters relating to administration of the trust, the decision of said trust company shall be controlling.

13. If at any time there shall be but one executor or one trustee duly qualified and acting under the within will or trust the plural forms "executors" and "Trustees", wherever used herein, are intended to include, and shall be construed as including the singular forms "executor" and "Trustee".

14. I hereby nominate my said wife and said Zion's Savings Bank and Trust Company executors and trustees of this will, and direct that they be not required to furnish any bond or security whatever; and I hereby revoke any and all last wills and testaments and codicils thereto by me at any time heretofore made, and intend and hereby expressly declare that this instrument shall be and is my sole and only last will and testament.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal on this 25th day of March, A. D. 1941.

(Signed) Sylvester Q. Cannon (SEAL)

The foregoing instrument, consisting of five pages besides this page (in the original), was, at the date thereof, by the said Sylvester Q. Cannon signed and sealed, and declared to be his last will and testament, in the presence of us, who, at his request and in his presence and in the presence of each other have signed and subscribed our names as witnesses thereto.

Elbert Smith 2166 21st East St. Salt Lake City, Utah.
Grant Jansen 2285 So. 7th East, Salt Lake City, Utah.