

2620

PHA-2190
July 1951

DECLARATION OF TRUST

BOOK 159 PAGE 145

WHEREAS, The Housing Authority of the Town of Calera, Alabama
(herein called the "Local Authority"), a public body corporate and politic, duly
created and organized pursuant to and in accordance with the provisions of the
laws of the State of Alabama, and the Public Housing Admin-
istration (herein called the "PHA") which is administering, in accordance with
Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the
United States Housing Authority, created in pursuance of the provisions of the
United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered
into a certain contract dated as of October 8th, 1952 (herein
called the "Annual Contributions Contract") providing for a loan and for annual
contributions to be made by the PHA to assist the Local Authority in developing,
and in achieving and maintaining the low-rent character of, low-rent housing
project/s; and

WHEREAS, as of the date of the execution of this Declaration of Trust the
Annual Contributions Contract provides for the development and operation by the
Local Authority of certain low-rent housing in the Town of
Calera, County of Shelby, State
of Alabama which will provide approximately 44
dwellings; and which low-rent housing will be known as ~~Project No. 1~~
/Project No. Ala-85-1 with approximately 38 dwellings,
Project No. Ala-85-2 with approximately 6 dwellings;
~~and Project No. 3 with approximately 10 dwellings;~~
and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and
Permanent Notes to aid in financing the Projects from time to time provided for
under the terms of the Annual Contributions Contract to which Contract reference
is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and
(2) may from time to time issue and deliver its obligations (herein called "Re-
funding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been construct-
ed or acquired with the proceeds of the Bonds and/or advances by the PHA on account
of the loan provided for in the Annual Contributions Contract and the Bonds and
Permanent Notes will be secured (1) severally, by pledges of specific amounts of
the annual contributions payable to the Local Authority by the PHA pursuant to
said Contract; and (2) by a pledge of certain revenues of the Projects financed by
an issue or issues of Bonds to the extent and in the manner described in the
Annual Contributions Contract and the resolutions of the Local Authority authoriz-
ing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds,
Refunding Bonds, or Permanent Notes, and each of them, of the performance by the
Local Authority of the covenants contained in the Annual Contributions Contract
and the resolutions of the Local Authority authorizing the issuance of the Bonds,
Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge
and declare that it is possessed of and holds in trust for the benefit of the PHA
and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the pur-
poses hereinafter stated, the following described real property situated in the

Town of Calera, County
of Shelby, State of Alabama,
TO WIT:

~~Project No. 3 with approximately 10 dwellings;~~
Continued on Next Page

LEGAL DESCRIPTIONPROJECT: ALA-85-1

Block No. 254 and west half of Block No. 255 according to J. H. Dunstan's Survey of the Town of Calera, Alabama, and being more particularly described as follows: Beginning at the southwest corner of Block No. 254, which is the northeast corner of the intersection of 22nd Avenue and 18th Street South; thence north, 5 degrees 09 minutes west along the east side of 18th Street South 400 feet to the northwest corner of Block No. 254, said point being the southeast corner of the intersection of 21st Avenue and 18th Street South; thence north, 89 degrees 15 minutes east along the south side of 21st Avenue a distance of 536 feet, more or less, to the northeast corner of Lot No. 9 of Block No. 255; thence south, 5 degrees 09 minutes east along the west side of an alley 400 feet to the southeast corner of Lot No. 16 of Block No. 255; thence south, 89 degrees 15 minutes west along the north side of 22nd Avenue for a distance of 536 feet, more or less, to the point of beginning; being situated in Calera, Shelby County, Alabama.

LEGAL DESCRIPTIONPROJECT: ALA-85-2

A part of Block 131 according to John H. Dunstan's Survey of the Town of Calera, Alabama and being more particularly described as follows: Beginning at the NW corner of Block No. 131, which is the SE corner of intersection of 6th Avenue and 10th Street North; thence south, 0 degrees east along the east side of 10th Street North a distance of 200 feet; thence north, 89 degrees 42 minutes east, a distance of 165 feet; thence north, 0 degrees west, a distance of 200 feet to a point on the north line of said Block 131; thence south, 89 degrees 42 minutes west, along said Block 131 and along the south side of 6th Avenue 165 feet to the point of beginning; being situated in Calera, Shelby County, Alabama.

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and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above described Project property, TO WIT:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (2), with the approval of the PHA release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created: Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities, or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA arising under the Annual Contributions Contract has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolutions of the Local Authority authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate

seal to be hereunto affixed and attested this 2 day of April, 1953.

WITNESSES:

Eddie B. Down
Dorothy Underwood

(SEAL)

ATTEST:

Delia S. Cyren
Secretary

THE HOUSING AUTHORITY OF THE
TOWN OF CALERA, ALABAMA

By

J. S. Stewart
Chairman

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, W. B. Andersen, a Notary Public in and
for Shelby County Alabama hereby certify that
Julius S. Cooper, and L. S. Cant,
whose names as Chairman and Secretary of The Housing Authority of
the Town of Calera, Alabama, are signed to the foregoing conveyance
and who are known to me, acknowledged before me on this day that,
being informed of the contents of the conveyance, they, in their
capacity as such Chairman and Secretary executed the same volun-
tarily on the day the same bears date.

Given under my hand this the 2 day of April,
1953.

W. B. Andersen
Notary Public

(SEAL)

My Commission Expires:

Life