

THIS AGREEMENT made this 1st day of April, 1976, between COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania Corporation (hereinafter called COMMONWEALTH) and the undersigned individuals (hereinafter called TRUSTEES), agree and declare that the said TRUSTEES shall hold in trust for the benefit of COMMONWEALTH such real property now or hereafter conveyed to them as TRUSTEES under this Agreement as well as any proceeds, rents or profits thereof; and further the parties agree as follows:

(1) The TRUSTEES shall hold such real property conveyed to them in accordance with the terms of this Agreement and the TRUSTEES hereunder in trust for the uses and purposes established under certain programs administered by COMMONWEALTH, and shall exercise all of the duties and obligations of COMMONWEALTH in connection therewith as said duties and obligations may, from time to time exist.

(2) The TRUSTEES shall have the power to convey, mortgage, borrow, pledge lease, exchange, give options for sales and leases, invest, distribute and to take any and all other action with respect to such property and proceeds thereof in accordance with their powers and duties as TRUSTEES. No person acting as TRUSTEE hereunder shall be required to enter security or to post bond for the faithful performance of his duties.

(3) Any two of the TRUSTEES hereinbelow named, may act for and on behalf of all TRUSTEES and exercise all of the rights and powers enumerated herein. Any instrument, conveyance, mortgage, lease or agreement made on behalf of the TRUSTEES by any two of them reciting that such TRUSTEES are authorized to act in accordance with the terms hereof, as to any person or corporation dealing with such TRUSTEES, shall be binding upon all of the TRUSTEES and upon COMMONWEALTH without any duty on the part of any such person or corporation to inquire into the authority of such TRUSTEES.

(4) TRUSTEES are hereby relieved of any and all personal liability for any act of omission, misfeasance or malfeasance, in connection with or in the exercise of their duties and/or obligations, provided, however, that nothing contained herein shall relieve any or all of the said TRUSTEES from liability for any act of fraud.

(5) The President of COMMONWEALTH shall, at any time, have the power to remove any or all of the said TRUSTEES, with or without cause, accept the resignations of any or all of the said TRUSTEES and may appoint one or more successor TRUSTEES. A written instrument evidencing such action by the President of COMMONWEALTH and filed or recorded among the same records wherein this Agreement shall be found of record shall be conclusive evidence of the action of the said President of COMMONWEALTH under this provision.

(6) This Trust shall terminate twenty (20) years from the day and year first above written. If any real or personal property remains in this trust twenty (20) years from the day and year first above written, title to all such property shall be conveyed by said TRUSTEES to COMMONWEALTH or such other person or entity as COMMONWEALTH shall designate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written, intending thereby to bind themselves, their successors and assigns.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By Alexander Hannah
Vice-President

Attest:

Witnesses:

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Teresa Walls
Anna Mazzocchi
Marilyn Augustine
Lorraine Morris
Aileen Lane

John M. Schubert
John M. Schubert
H. James Sheetz
Morton D. Bohn
Morton D. Bohn, Jr.
William G. Walsh, Jr.
William G. Walsh, Jr.
Francis P. Chappell
Francis P. Chappell

STATE OF Pennsylvania : : ss:
COUNTY OF Philadelphia : : ss:

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Shelby Cnty Judge of Probate, AL
10/05/1978 12:00:00 AM FILED/CERT

On the 1st day of April, A.D., 1976, before me the undersigned officer, personally appeared Alexander Hannah who acknowledged himself to be the Vice-President of the said COMMONWEALTH LAND TITLE INSURANCE COMPANY, a corporation, and that he, as such Vice-President being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Terrell R. Johnson
Notary Public

STATE OF Pennsylvania : : ss:
COUNTY OF Philadelphia : : ss:

My commission expires:

TERRELL R. JOHNSON

Notary Public, Phila., Phila. Co.

My Commission Expires Feb. 16, 1981

On this 1st day of April, 1976, before me, the undersigned officer, personally appeared John M. Schubert, H. James Sheetz, Morton D. Bohn, Jr., William G. Walsh, Jr., and Francis P. Chappell, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Terrell R. Johnson
Notary Public

My commission expires:

TERRELL R. JOHNSON

Notary Public, Phila., Phila. Co.

My Commission Expires Feb. 16, 1981

Certified to be a true and correct copy of the original

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

ODOM, MAY & DEE

P.O. BOX 2605
BIRMINGHAM, ALABAMA 35202

James J. Hefferan
Vice-President

719-05-2094