

Declaration of Trust
(Grant Projects)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



Whereas, The Housing Authority of the Town of Montevallo

(herein called the "Public Housing Agency (PHA)", 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 United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with effective date as of August 1, 1977 (herein called the "Annual Contributions Contract") providing for a grant to be made by HUD to assist the PHA in financing (a) lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract covers certain lower income housing in the Town of Montevallo, County of Shelby, State of Alabama which will provide approximately 32 dwelling units; and which lower income housing will be known as [Project No. AL09P079903-Z]
Project No. AL09P079002 with approximately 32 dwelling units,
Project No. _____ with approximately _____ dwelling units,
and Project No. _____ with approximately _____ dwelling units]; and

Whereas, each Project and acquisition of the site or sites thereof will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, the following described real property situated in the

Town of Montevallo, County of Shelby
State of Alabama, To Wit:

See Attached Exhibit "A"

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

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA 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, lease, 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 PHA may (1), to the extent and in the manner provided in 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 (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, 42 U.S.C. 1437, et seq., or (2), with the approval of HUD, release any Project 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 HUD pursuant to the Annual Contributions Contract.

The enforcement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA 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 transferring or conveying a dwelling unit, or an interest herein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

Upon expiration of the period during which the PHA is obligated to operate the Project(s) in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA 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 06 day of October, 1989

(Seal)

The Housing Authority of the
Town of Montevallo


Attest:

Bernice Birdsong, Secretary

By: Joseph Gallaway, Chairman

I, Janet F Anderson, a notary public in and for the State of Alabama at Large, hereby certify that Brenace Birdsong, whose name as Secretary of the Housing Authority of the Town of Montevallo, and Sarah Galloway, whose name as Chairman of the Housing Authority of the Town of Montevallo are signed to the foregoing Declaration of Trust, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the said Housing Authority, a corporation in and under the laws of the State of Alabama.

Given under my hand and official seal, this the 06 day of October 1989.


Janet F Anderson
Notary Public

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

89 OCT -9 PM 4:06

EXHIBIT "A"


JUDGE OF PROBATE

Shelby County
State of Alabama

AL09P079002

Project, Ala. - 79-2: Commencing at the Southeast corner of the Southeast quarter of the Northeast quarter of Section 4 Township 24 North, Range 12 East of the St. Stephens Meridian run North 47 degrees 4 minutes West a distance of 384.7 feet and to the center line of the Southern Railroad; thence, South 70 degrees 36 minutes West with the center line of said Railroad 845.0 feet; thence, North zero degrees 17 minutes East a distance of 54.64 feet and to the North edge of the right of way of the Southern Railroad at the Southeast corner of the School property for a point of beginning; thence, North zero degrees 17 minutes East, with the East line of the School property 361.20 feet and to the South line of Graham Street; thence, North 07 degrees 45 minutes East, with the South line of Graham Street, a distance of 544.68 feet; thence South 1 degree 14 minutes East, a distance of 100.90 feet and to the North edge of the right of way of the Southern Railroad; thence South 70 degrees

36 minutes West, with the North line of said right of way 503.20 feet and to the point of beginning.

The above described tract of land lying in the Southeast quarter of the Northeast quarter of Section 4 Township 24 North, Range 12 East, Shelby County, Alabama and containing 3.448 acres, more or less.