

Declaration of Trust
(Grant Projects)

4078

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



Whereas, The Housing Authority of the Town of Columbiana, Alabama
(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 June 27, 1972 (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 Columbiana, County of Shelby, State of Alabama which will provide approximately 18 dwelling units; and which lower income housing will be known as (Project No. AL09P072905-Z)
Project No. AL09P072003 with approximately 18 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 Columbiana, 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 endorsement 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 11th day of October, 1984.

(Seal)

Attest:

The Housing Authority of the Town
of Columbiana, Alabama

Secretary

By:

Chairman

EXHIBIT "A"

SHELBY COUNTY
STATE OF ALABAMA

AL09P072003

Helena

Commencing at the Northwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 15, Township 20 South, Range 3 West; thence S 44 $\frac{1}{2}$ 09' E, a distance 164.4 feet to a point; thence S 60 $\frac{1}{2}$ 18' E, a distance 179.15 feet to a point; thence S 83 $\frac{1}{2}$ 45' E, a distance 30.0 feet to a point; thence S 3 $\frac{1}{2}$ 33' W, a distance 56.25 feet to a point; thence S 7 $\frac{1}{2}$ 15' W, a distance 156.8 feet to a point; thence S 14 $\frac{1}{2}$ 03' W, a distance 224.4 feet to a point; thence S 12 $\frac{1}{2}$ 01' W, a distance 525.3 feet to a point; thence S 71 $\frac{1}{2}$ 17' E, a distance 131.0 feet to a point; thence S 71 $\frac{1}{2}$ 34' E, a distance 495.45 feet to a point; thence S 7 $\frac{1}{2}$ 38' E, a distance 55.65 feet to the point of beginning (a concrete monument) of the tract herein described; thence S 7 $\frac{1}{2}$ 38' E, a distance 213.0 feet to a concrete monument; thence N 89 $\frac{1}{2}$ 20' W, a distance 521.9 feet to a concrete monument; thence N 1 $\frac{1}{2}$ 22' E, a distance 364.2 feet to a concrete monument; thence S 71 $\frac{1}{2}$ 50' E, a distance 510.3 feet to the point of beginning.

TRACT "A"

Commencing at the northwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 15, Township 20S, Range 3 West; thence S 44 $\frac{1}{2}$ 09' E, a distance 164.4 feet to a point; thence S 60 $\frac{1}{2}$ 18' E, a distance 179.15 feet to a point; thence S 83 $\frac{1}{2}$ 45' E, a distance 30.0 feet to a point; thence S 3 $\frac{1}{2}$ 33' W, a distance 56.25 feet to a point; thence S 7 $\frac{1}{2}$ 15' W, a distance 156.8 feet to a point; thence S 14 $\frac{1}{2}$ 03' W, a distance 224.4 feet to a point; thence S 12 $\frac{1}{2}$ 01' W, a distance 525.3 feet to a point; thence S 71 $\frac{1}{2}$ 17' E, a distance 131.0 feet to a point; thence S 71 $\frac{1}{2}$ 34' E, a distance 495.45 feet to a point; thence S 7 $\frac{1}{2}$ 38' E, a distance 308.66 feet to the point of beginning (a concrete monument) of the tract herein described; thence S 7 $\frac{1}{2}$ 38' E, a distance 374.7 feet to a concrete monument; thence N 89 $\frac{1}{2}$ 23' W, a distance 454.67 feet to a point being 5.0 feet beyond a concrete monument that is offset 5.0 feet; thence N 1 $\frac{1}{2}$ 51' W, a distance 370.9 feet to a concrete monument; thence S 89 $\frac{1}{2}$ 23' E, a distance 417.0 feet to the point of beginning.

The above described tracts of land are according to survey made by E. J. Ladd, Reg. No. 42, on May 2, 1952, and contain 3.337 and 3.709 acres, respectively.

State of Alabama

Shelby County

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Martha J. Averett, whose name as Chairman of The Housing Authority of the Town of Columbiana, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Chairman, and with full authority, executed the same voluntarily for and as the act of said Housing Authority.

Given under my hand and official seal, this the 11th day of October, 1989.

Eva D. Mooney
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 OCT 20 PM 2:18

State of Alabama

Shelby County

Thomas A. Swain, Jr.
JUDGE OF PROBATE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Andrew J. Mundy, Jr., whose name as Secretary for The Housing Authority of the Town of Columbiana, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Secretary, and with full authority, executed the same voluntarily for and as the act of said Housing Authority.

Given under my hand and official seal, this the 11th day of October, 1989.

Eva D. Mooney
Notary Public

1. Deed Tax ----- \$
2. Mtg. Tax ----- \$
3. Recording Fee ----- \$
4. Ind. Co. Fee ----- \$
5. Not. Fee ----- \$
6. Certified Stamp Fee -- \$
Total ----- \$

NO CHARGE