

Declaration of Trust
(Public Housing Modernization Grant Projects)

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

OMB No. 2577-0270
exp. 09/30/2013

Whereas, (1, see instructions) Vincent Housing Authority
(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 (2) 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 the effective date as of (mm/dd/yyyy) (3) 01/30/1996, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 03/12/2012, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) City of Vincent, County of Shelby, State of Alabama
which will provide approximately (6) 32 dwelling units; and which lower income housing projects are known as Modernization
Project No. (7) AL089000001 and individual projects as follows:
Project No. (8) _____ with approximately _____ dwelling units,
Project No. (8) _____ with approximately _____ dwelling units, and
Project No. (8) _____ with approximately _____ dwelling units; and

Whereas, the modernization of each Project 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 Modernization Grant Amendment and 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 herein stated, the following described real property situated in: (9)

City of Vincent, County of Shelby, State of Alabama

To Wit: (Insert legal description for each individual project.)(10)

See attached Exhibit "A".



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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 Modernization Grant Amendment and 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 right-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, 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 right-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 therein, 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.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects 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 date (mm/dd/yyyy) August 13, 2013.

(Seal)

(1, see instructions)

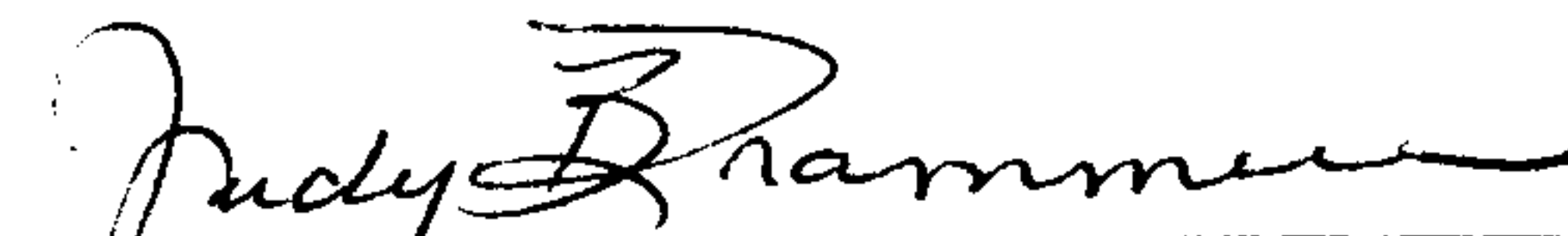
Vincent Housing Authority

By DM Greene Chairperson
Attest James S. Cook Secretary
Date (mm/dd/yyyy) 08/13/2013

STATE OF ALABAMA,)
TALLADEGA COUNTY.)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Don Greene**, whose name as **Chairman of Vincent Housing Authority**, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Chairman, and with full authority, executed the same voluntarily on the day the same bears date on behalf of the **Vincent Housing Authority**.


Given under my hand and official seal this 18th day of August, 2013.



Notary Public

STATE OF ALABAMA,)
TALLADEGA COUNTY.)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **James Clark**, whose name as **Secretary of Vincent Housing Authority**, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Secretary, and with full authority, executed the same voluntarily on the day the same bears date on behalf of the **Vincent Housing Authority**.

Given under my hand and official seal this 18th day of August, 2013.


Notary Public


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This instrument prepared by:
Michael A. O'Brien, attorney
212 North Street West, Talladega, AL 35160

SHELBY COUNTY
STATE OF ALABAMA

AL089001

PARCEL A

Commencing at the NW corner of the NE $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 East and run east along the north line of Section 15 a distance of 1,347.75 feet, more or less to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15; thence an angle 00 degrees 37 minutes to the right a distance of 21.4 feet to the point of beginning; thence continue southward along said quarter-quarter line a distance of 649.73 feet; thence an angle of 119 degrees 29 minutes to the right a distance of 420.52 feet; thence an angle of 20 degrees 17 minutes to the right a distance of 569.50 feet; thence an angle of 129 degrees 37 minutes to the right a distance of 734.08 feet to the point of beginning. All of the said land lying and being in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama, and containing 6.41 acres, more or less.

PARCEL B

Commencing at the SW corner of Section 2 and running east along the south line of said section 1,320 feet to the point of beginning; thence an angle of 90 degrees to the left a distance of 150 feet; thence an angle of 117 degrees to the left a distance of 303.10 feet; thence an angle of 116 degrees 23 minutes to the left a distance of 127.34 feet; thence an angle of 10 degrees a distance of 129.73 feet; thence an angle of 91 degrees 42 minutes to the left a distance of 131.62 feet to the point of beginning. All of said land lying and being in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2 and in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 East, Shelby County, Alabama, and containing 0.895 acres, more or less.

PARCEL C

Beginning at the SW corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34 and run north along the west section line of Section 34 a distance of 380.12 feet to the south right of way line of State Highway No. 91; thence eastwardly along said right of way distance of 650.33 feet; thence an angle of 90 degrees to the right a distance of 364.48 feet; thence an angle of 90 degrees to the right a distance of 356.70 feet to the west line of Section 34; thence north along said section line a distance of 82.32 feet to the point of beginning. All of the said land lying and being in the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama and containing 4.21 acres, more or less.

