

WHEREAS, the above referred to Trust Agreement automatically terminated upon the death of the said Clarence M. Buchanan and subsequently, said trust has been liquidated according to the original terms of said Agreement by a liquidating trustee; and

WHEREAS, the Settlers herein are desirous of continuing to subdivide the remaining property and promoting the sale of said remaining lots in said tract of land; and

WHEREAS, in order to facilitate the making of conveyances to purchasers and otherwise managing the business affairs of Settlers in connection with said property, Settlers deem it advisable to convey said property to William C. Brooks, as Trustee, for the uses and purposes and upon the terms and conditions as hereinafter set forth; and

WHEREAS, said remaining property shall be conveyed to the said William C. Brooks, as Trustee, by a deed to be recorded herewith, said deed containing specific reference to this Trust Agreement;

NOW, THEREFORE, in consideration of the sum of FIVE AND NO/100THS DOLLARS (\$5.00) to the Settlers in hand paid at and before the sealing of these presents by the Trustee, the receipt of which is hereby acknowledged, and in the further consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. William C. Brooks is hereby designated as Trustee for the Settlers above named and is hereby vested with full power and authority to hold, control and manage, including the power to sell

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