

of this written instrument;

NOW, THEREFORE, in consideration of the foregoing premises, the undersigned, First Southern Investment Co., Inc., Walter E. Rumminger, and R. H. Leggett, do hereby covenant and agree that the original Trust Agreement as amended is further amended to incorporate the following provisions:

1. Effective immediately, First Southern Investment Co. Inc., Walter E. Rumminger, and R. H. Leggett, do hereby agree that all rents collected on the aforesaid apartment projects shall be immediately delivered to the firm of Younts, Reese & Cofield, Attorneys for the deposit to a special account set up for the express purpose of administering the trust assets covered hereunder and that full and complete information will be given on a monthly basis concerning collection of rents and occupancy of all of the apartment units covered by this Trust Agreement.

2. The undersigned, Younts, Reese & Cofield, Attorneys do hereby agree to use all such funds deposited for the maintenance, upkeep, mortgage servicing and other necessary and related expenses in connection with the trust property covered hereby.

3. The undersigned, First Southern Investment Co., Inc., Walter E. Rumminger, and R. H. Leggett do further agree to give full and complete information and cooperation to Younts, Reese & Cofield, Attorneys in connection with any and all matters relating to the orderly administration of this trust, including the payment of all lawful claims, bills and mortgage payments in connection with such undertaking;

4. The undersigned, First Southern Investment Co., Inc., Walter E. Rumminger, and R. H. Leggett do further agree and do hereby sign and set over unto Younts, Reese & Cofield, Attorneys,