

Trust Agreement entered into June 5, 1957 between C. E. Robinson, Jr. as Trustee and S. & M Real Estate Company, Inc., et al".

The trust provisions as recited in the deed shall be as follows:

"In trust, however, for the following uses and purposes: the said Trustee is to hold, manage and dispose of the property herein conveyed in accordance with the powers and duties as set forth in said Trust Indenture, including inter alia, the power to borrow money in his name, upon such terms and conditions as he may deem advisable, and to mortgage all or any part of said property herein conveyed, as security for the repayment thereof, and without any obligation upon the lender to see to the use of the proceeds of such loans, and to repay all such borrowed money from income or principal as in his judgment may be to the best interest of the trust estate; to sell and resell all or any part of the land herein conveyed in such manner and upon such terms as he may deem advisable, to exchange, trade and sell any property taken in exchange or trade, and to execute and make proper deeds therefor and without any obligation upon the purchaser or purchasers to see to the application of the purchase price; to make, execute and deliver leases on all or any part of the property herein conveyed on such terms and conditions as he may deem advisable, regardless of whether or not such leases may extend beyond the actual duration of the trust."

The parties hereto shall share in said trust in the following proportions:

S & M Real Estate Company, Inc. -----	50%
C. E. Robinson, Jr. -----	25%
R. M. Gaffney -----	25%

Out of the proceeds of sale of lots coming into the hands of the Trustee, he shall first pay any and all expenses of every kind and, after the payment of such expenses, the Trustee from time to time and at intervals of no greater than thirty (30) days apart, shall disburse the proceeds of sale being held by him, if any, in the proportions set forth above; provided, however, that as long as there is any balance due S & M on notes executed to

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