

WHEREAS, Melvin T. Graham, by a duly executed Assignment has assigned all of his interest in said trust to Dreugh R. Evins, the original of which is attached hereto and made a part hereof as if set forth verbatim and incorporated herein; and,

WHEREAS, the remaining beneficial owners desire to record a new Trust Agreement and set forth their respective interest with the powers, duties and authorities of the Trustee;

NOW, THEREFORE, WITNESSETH:

(1) That the beneficial interests under the aforesaid trust deed are as follows: Dreugh R. Evins, fifty (50%) percent, undivided interest; McClain Hall, twenty-five (25%) percent, undivided interest; and Grady L. Stratton, twenty-five (25%) percent undivided interest.

(2) Grady L. Stratton accepts the trust under the terms and conditions set forth herein.

(3) Payments for taxes, surveys and principal and interest payments on the mortgage to Leonard W. England will be paid by the Trustee from funds received by the Joint Venturers in their respective interests, and each Joint Venturer will promptly remit to the Trustee, upon notice of any assessment, the necessary amount to take care of his prorata interests. Upon the failure of any Joint Venturers to pay his assessment within ten (10) days, any other Joint Venturer may make such payments in his stead to avoid shortage and shall be entitled to receive the payment back, plus a penalty of twenty (20%) percent per annum for a six (6) month period. In the event that the defaulting Joint Venturer does not make the payment within said six month period, then the other

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