

title insurance policy in the form usually issued by said Title Guarantee and Trust Company, insuring, to the full amount of the purchase price thereof, the title to the lands so sold and conveyed to such purchaser, if such title be approved by the proper officers and legal advisers of said trustee.

(3) In trust to receive and collect the purchase price and rents of all land sold or rented by said trustee, and after paying all liens and encumbrances now or hereafter resting on said property, with interest, costs and attorneys' fees, if any; and after paying such portion of the present indebtedness of these grantors or either of them (not secured by mortgages resting upon the lands herein conveyed or any part thereof) as said trustee may, upon written request of both said grantors or the survivor of them, agree to discharge, with interest, costs and attorneys' fees, if any; and after reimbursing said trustee for all accounts which it may expend for taxes, roads, sidewalks, sewers, waterpipes, power and telephone lines, attorneys' fees, costs of Court and for any other purpose incident to the ownership, protection, development, renting and sale of said property, or in connection with the management thereof (it being understood and agreed that said trustee shall be under no obligation to advance funds for any purpose), and after deducting all amounts owing to said trustee for title and fire insurance premiums, commissions, or otherwise, and all amounts owing to said trustee by said grantors or either of them, for any reason, together with interest at the rate of eight per cent. per annum on all amounts advanced by or owing to said trustee from the dates when said amounts were advanced or became due respectively; then to hold the remainder of the property, real, personal and mixed, constituting said trust fund (including all property hereafter acquired), to and upon the following trusts and for the following uses and purposes, to-wit:

(A) In trust to keep said property invested in the same manner as previously, or, if said trustee consider it advisable, to sell the same and to reinvest the proceeds of such sale in such property or securities, real or personal, as said trustee in its judgment may deem proper and expedient, and at its absolute discretion, from time to time, and as often as it may consider advisable, to change and vary investments and reinvestments; this power of reinvestment not to be exhausted by one use thereof, but to continue so long as the trust estate endures, and to be exercised repeatedly; with full power and authority also in and to the said trustee at its absolute discretion in all respects to sell, convey and transfer any and all real and personal property which at any time may constitute a part of the trust estate (including all subsequently acquired property), at public or private sale, with or without advertisement, and to let the same; also to execute good and sufficient deeds of conveyance and other necessary papers transferring same to any purchaser or purchasers thereof, in fee simple or otherwise, with or without covenants of warranty, and to accept mortgages upon the whole or any part thereof; to secure the payment of any portion of the purchase money therefor; without responsibility upon the part of the purchasers to see to the application of the purchase money.

(B) In trust to pay the net income accruing upon such fund to the said Camilla V. Looper for and during the full term of her natural life; and after her death to the said W.T. Looper for and during the full term of his natural life; with power to said trustee, in its discretion, to expend any portion of the principal of such fund for medical or surgical -

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attention to the said Camilla V. Looper and W.T. Looper, or either of them, or in case of other serious emergency.

(C) In trust, after the death of the survivor of the said Camilla V. Looper and W.T. Looper, to hold and invest the net income accruing upon such trust fund and to allow such income to accumulate until the youngest child of the said W.T. Looper and Camilla V. Looper shall attain the age of twenty-one years; with full power, however, in and to said trustee if in its judgment it is necessary or advisable, to expend for the joint or separate maintenance or education of such children, or of any one or more of them, the whole of such net income, either current or previously accumulated, or both, or such portion thereof as such trustee may deem expedient; and with power also to use for medical or surgical attention or other emergency, any portion of the whole of the principal of such fund; and when the youngest child of the said W.T. Looper and Camilla V. Looper shall attain the age of twenty-one years, then to pay over and distribute the net income accruing upon such fund to and among said children for and during the full term of their respective natural lives; with power to said trustee in its discretion to expend any portion of the principal of such fund for medical or surgical attention to said children or any of them, or in case of other serious emergency.

(D) In trust, after the death of each of the children of the said W.T. Looper and Camilla V. Looper to pay over and distribute his or her share of said trust fund to and among his or her issue per stirpes freed and discharged of all trusts, as they respectively attain the age of twenty-one years; the income to be accumulated during their respective minorities; with full power in and to said trustee to expend for the maintenance or education of such issue, or any one or more of them, the net income, either current or previously accumulated, or both, upon the share of such issue, in said trust estate, or such portion thereof as such trustee may deem expedient; and with power to use for medical or surgical attention or other emergency any portion of the principal of such share.

It is understood and agreed that said Trustee may permit the grantors and their descendants or any of them to occupy, free of rent, any portion of the real estate which may belong to said trust fund at any time. The trusts hereby created are to be accepted upon the express condition that said trustee shall not be liable for any destruction, deterioration, loss or damage which may occur to said trust estate, nor for any money or other property not actually received by it, nor for any cause, matter or thing, except its own wilful and intentional breach of trust.

And said grantors do hereby bind themselves and each of their heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Title Guarantee and Trust Company and its successors and assigns against said grantors and their heirs, executors, administrators and assigns and against every person whatsoever lawfully claiming or to claim the same or any part thereof; also, on demand at any time or times, to give any further written assurances which may be desired by said trustee.

Witness our hands and seals, this twenty-fourth day of March in the year of our Lord one thousand, nine hundred and twenty-six and in the one hundred and fiftieth year of the Independence of the United States of America.

Signed, sealed and delivered

W.T. Looper. (Seal)

in the presence of

Camilla V. Looper. (Seal)

Lois C. Rives.

J.V. Craskey.

(Over)