

(4) This agreement is to continue in full force until all the lots have been sold or until a mutual agreement is entered into by the parties hereto, but each of the parties hereto are bound by this trust for a period of three years or until the terms and conditions are met as shown in the mortgage executed by Louie E. Smith, as Trustee to Mary Collins Moore.

(5) It is understood and agreed among the parties to this agreement that none of the parties hereto can assign or transfer the interest in this trust without first offering his or her interest pro-rata to the parties to this trust and the value of the person seeking to sell his or her interest in said trust agreement shall be the profits accrued, if any, at the time the person desires to sell his or her interest in said trust.

It being the intention of the parties to this trust that said Trustee is to hold title in addition to the above designated conditions for the following purposes and uses to-wit:

IN TRUST, HOWEVER, for the following uses and purposes: Said Trustee is to hold, manage and dispose of the property herein conveyed in accordance with the powers and duties as set forth in this 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 re-payment 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 re-sell all or any part of the lands herein conveyed in such manner and upon such terms as he may deem advisable; to exchange, trade and sell any

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