

the event of his death, a liquidating Trustee, shall pay any and all expenses and indebtednesses outstanding and the balance of the trust estate, if any, shall be distributed in accordance with the proportions hereinabove set forth in Paragraph 2. If any property or lots remain unsold upon termination of this trust agreement, such property and/or lots shall be reconveyed to Settlers, in the same proportion.

4. In the event of the legal disability of the Trustee under this agreement, Settlers shall from among themselves, select a new Trustee by instrument in writing, duly and properly executed in the same manner as this agreement. Such new Trustee so appointed shall be vested with all powers and authority and subject to the same terms and conditions herein vested in Clarence M. Buchanan, as Trustee.

AND, SETTLORS AND TRUSTEE HEREBY bind themselves and their heirs, executors, administrators, successors and assigns to the faithful performance of the covenants contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinabove first written.

WITNESSES:

Caroline Young
William Young
 As to Lawrence Buchanan

C. Victor Gyle
Billie J. Gann
 As to Lawrence Buchanan
 As to William C. Brooks,
 J. E. Barnett and Lowell
 Tankersley.

Lawrence Buchanan
Clarence M. Buchanan
William C. Brooks
J. E. Barnett
Lowell Tankersley

SETTLORS

WITNESSES:

C. Victor Gyle
Billie J. Gann

Clarence M. Buchanan
 CLARENCE M. BUCHANAN, TRUSTEE

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