

and year last above written.

My commission expires June 1st, 1924.

(LS) C. M. Iden,
Notary Public in and for San Miguel County N. Mex.

Filed for record and duly recorded in my office on this 12 day of Mar. A.D. 1923 at
8 o'clock 1 minute A.M.

Charles H. Moore, Recorder
By-J.R. Morrison, Deputy

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DECLARATION OF RESTRICTIONS AFFECTING
ARMOUR HILLS

WHEREAS, THE J. C. NICHOLS INVESTMENT COMPANY, a corporation having heretofore executed a plat of Armour Hills, which plat was recorded on the 20th day of December 1922 in Book 20 of plats at page 100 in the office of the Recorder of Deeds of Jackson County, Missouri and having heretofore dedicated to the public all of the streets, roads, and terraces for street purposes as shown thereon, now desires to place certain restrictions on certain of said lots and blocks for the use and benefit of the present owner, and for its future grantees.

NOW THEREFORE, in consideration of the premises, The J. C. Nichols Investment Company for itself and for its successors and assigns, and for its and their future grantees, hereby agrees that all of those lots in Armour Hills as hereinafter set forth shall be and are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED.

For the purpose of these restrictions, the word "street" shall mean any street, terrace, or road, of whatever name which is shown on the recorded plat of Armour Hills, and which has been heretofore dedicated to the public for the purposes of a public street. The word "Outbuilding" shall mean an inclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any lot as platted, or any tract, or tracts of land as conveyed, which may consist of one or more lots, or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from The J. C. Nichols Investment Company, or from its successors and assigns. A corner lot shall be deemed to be any such lot as platted, or any tract of land as conveyed, having more than one street contiguous to it. The street upon which the lot or part thereof, fronts, as hereinafter provided, shall be deemed to be a front street; any other street contiguous to any such lot shall be deemed to be a side street.

SECTION ONE.

USE OF LAND.

None of said lots or blocks shall be improved, used or occupied for other than private residence purposes, and no flat nor apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family.

SECTION TWO

FRONTAGE OF LOTS

For the purpose of these restrictions the following lots or part or parts thereof as indicated in this Section shall be deemed to front on the streets designated as follows:

IN BLOCK TWENTY FOUR (24)

Lots One (1) to Eleven (11), both inclusive on 66th Street, lots twelve (12) to Thirteen (13) and Fourteen (14) on Edgevale Road, Lots Fifteen (15) to Twenty nine (29), both

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inclusive on 66th Street Terrace.

INBLOCK TWENTY FIVE (25)

Lots One (1) to Thirteen (13) both inclusive on 66th Street, lots Fourteen (14) to Twenty six (26) both inclusive on 67th Street.

IN BLOCK TWENTY SEVEN (27)

Lots One (1) to Ten (10) both inclusive on 67th Street, lots Eleven (11) to Twenty (20) both inclusive on 68th Street.

IN BLOCK TWENTY EIGHT (28)

Lots One (1) to Twelve (12) both inclusive on 67th Street, lots Thirteen (13) to Twenty Four (24) both inclusive of 68th Street.

IN BLOCK TWENTY NINE (29)

Lots One (1) to Twelve (12) both inclusive on 68th Street, lot Thirteen (13) on Grand Avenue, Lots Fourteen (14) to Twenty five (25), both inclusive on 68th Street Terrace.

IN BLOCK THIRTY (30)

Lots One (1) to Nine (9) both inclusive on 68th Street, Lot Ten (10) on Main Street, Lots Eleven (11) to Twenty (20) both inclusive on 68th Street Terrace, Lot Twenty One (21) on Grand Avenue.

SECTION THREE

FRONTAGE OF RESIDENCES ON STREETS

Any residence erected wholly or partially on any of the following lots or on any part or parts thereof as indicated in this section, shall front or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lots, it shall front or present a good frontage on the streets designated as follows:

IN BLOCK TWENTY FOUR (24)

On Lot One (1) on both 66th Street and Oak Street, on Lots Two (2) to Eleven (11) both inclusive on 66th Street, On Lots Twelve (12) and Thirteen (13) and Fourteen (14) on Edgevale Road. On Lot Fifteen (15) on both 66th Street Terrace and Edgevale Road. On Lots Sixteen (16) to Twenty eight (28), both inclusive on 66th Street Terrace. On Lot Twenty Nine (29) on both 66th Street Terrace and Oak Streets.

IN BLOCK TWENTY FIVE (25)

On Lot One (1) on both 66th Street Terrace and Oak Street. On Lots two (2) to Twelve (12) both inclusive on 68th Street Terrace, on lot Thirteen (13) on both 66th Street Terrace and Grand Avenue. On Lot Fourteen (14) on both 67th Street and Grand Avenue. On Lots Fifteen (15) to Twenty five (25) both inclusive on 67th Street, on lot Twenty six (26) on both 67th Street and Oak Street.

IN BLOCK TWENTY SEVEN (27)

On Lot One (1) on both 67th Street and Grand Avenue. On Lots Two (2) to Nine (9) both inclusive on 67th Street. On Lot Ten (10) on both 67th Street and Main Street. On Lot Eleven (11) on both 68th Street and Main Street. On Lots twelve (12) to Nineteen (19) both inclusive on 68th Street. On lot Twenty (20) on both 68th Street and Grand Avenue.

IN BLOCK TWENTY EIGHT (28)

On Lot One (1) on both 67th Street and Oak Street. On Lots Two (2) to Eleven (11) both inclusive on 67th Street. On Lot Twelve (12) on both 67th Street and Grand Avenue. On Lot Thirteen (13) on both 68th Street and Grand Avenue. On Lots Fourteen (14) to Twenty three (23) both inclusive on 68th Street. On Lot Twenty four (24) on both 68th Street and Oak Street.

IN BLOCK TWENTY NINE (29)

On Lot One (1) on both 68th Street and Oak Street, On Lots Two (2) to Twelve (12) both inclusive on 68th Street. On Lot Thirteen (13) on Grand Avenue. On Lots Fourteen (14) on both 68 Street Terrace and on Grand Avenue. On Lots Fifteen (15) to Twenty four (24), both inclusive on 68th Street Terrace. On Lot Twenty five (25) on both 68th Street Terrace and Oak Street.

IN BLOCK THIRTY (30)

On Lot One (1) on both 68th Street and Grand Avenue. On Lots Two (2) to Eight (8) both inclusive on 68th Street. On Lot Nine (9) on both 68th Street and Main Street. On Lot Ten (10) on Main Street. On Lot Eleven (11) on both 68th Street Terrace and Main Street. On Lots Twelve (12) to Nineteen (19) both inclusive on 68th Street. On Lot Twenty (20) on both 68th Street Terrace and Grand Avenue. On Lot Twenty One (21) on Grand Avenue.

SECTION FOUR

REQUIRED COST OF RESIDENCES

Any residence erected wholly or partially on any of the following lots or blocks or part or parts thereof as indicated in this Section, shall cost not less than the sums designated as follows:

IN BLOCK TWENTY THREE (23)

Five Thousand Dollars (\$5000.00)

IN BLOCK TWENTY FOUR (24)

On Lots One (1) to Four (4) both inclusive and twenty five (25) to Twenty Nine (29) both inclusive, Five Thousand Dollars (\$5000.00). On Lots Five (5) to Twenty Four (24) both inclusive Six Thousand Dollars (\$6000.00).

IN BLOCK TWENTY FIVE (25)

On Lots One (1) to Five (5) both inclusive and lots Twenty three (23) to Twenty six (26) both inclusive, Five Thousand Dollars (\$5000.00). On Lots Six (6) to Twenty Two (22), both inclusive Six Thousand Dollars (\$6000.00).

IN BLOCK TWENTY SIX (26)

Five Thousand Dollars (\$5000.00).

IN BLOCK TWENTY SEVEN (27).

On Lots One (1) to Nine (9) both inclusive Six Thousand Dollars (\$6000.00). On Lots Ten (10) to Twenty (20) both inclusive Seventy Five Hundred Dollars (\$7500.00)

IN BLOCK TWENTY EIGHT (28).

On Lots One (1) to Four (4), both inclusive, and on Lots Twenty (20) to Twenty Four (24) both inclusive, Five Thousand Dollars (\$5000.00). On Lots Five (5) to Twelve (12) both inclusive Six Thousand Dollars, (\$6000.00). On Lots Thirteen (13) to Nineteen (19), both inclusive, Seventy Five Hundred Dollars (\$7500.00).

IN BLOCK TWENTY NINE (29)

On Lots one (1) to Five (5) both inclusive and on lots Twenty (20) to Twenty five (25), both inclusive Five Thousand Dollars (\$5000.00). On Lots Six (6) to Nineteen (19) both inclusive Seventy Five Hundred Dollars (\$7500.00).

IN BLOCK THIRTY (30)

On Lots One (1) to Twenty one (21) both inclusive, seventy five hundred Dollars (\$7500.00).

SECTION FIVE

GROUND FRONTAGE REQUIRED

Any residence erected on any of the following lots or part, or parts thereof, as indicated in this Section shall have appurtenant thereto, not occupied by any other residence, at least the number of feet of ground fronting on the street upon which the lot, or lots or

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part or parts thereof, front as follows: All of the lots in Blocks Twenty Four (24), Twenty Five (25), Twenty seven (27), Twenty Eight (28) Twenty Nine (29) and Thirty (30), Fifty feet (50'). All measurements shall be on the front line of the lot. It is provided, however that The J. C. Nichols Investment Company shall have, and does hereby reserve the right in the sale and conveyance of any of the said lots to reduce the required frontage to be used with any residence, on any lots, and it may, at any time thereafter, with the consent in writing of the then owner of the fee simple title to any such lot, change any such required frontage as is herein provided for, or which may, in such sale and conveyance, be established by it, provided, however, that no change may be made at any time which will reduce the required frontage of land to be used and maintained with any residence which may be erected thereon, more than five feet below the minimum number of feet required for each residence, as set forth above.

SECTION SIX

SET BACK OF RESIDENCES FROM STREET

(a) No part of any residence, except as hereinafter provided may be erected or maintained on any of said lots, nearer to the front street, or the side street, than is the front building line or the side building line shown on the plat of Armour Hills, on the lot, or lots on which such residence may be erected, provided, however, that The J. C. Nichols Investment Company shall have, and does hereby reserve the right in the sale and conveyance of any of said lots, to change any building lines shown thereon, and may, at any time thereafter with the consent in writing of the then record owners of the fee simple title to any such lot, change any such building line which is shown on said plat, on such lot, or lots or which may, in such sale and conveyance be established by it provided, however, that no change may be made at any time, which will permit the erection or maintenance of any residence on any lot, exclusive of those projections hereinafter set forth, more than ten feet (10') nearer to the front street, or the side street, than is the front building line, or the side building line shown on said plat, on such lot or lots, Reference is made herein to front and side building lines for the purpose of determining the location of any residence with respect to the adjoining street or streets, and in case of the vacation of any of said streets, then the building lines herein established on any lot abutting on said street and with relation thereto, shall thereupon become null and void; it is provided however, that the vacation of anything less than the entire width of the street abutting any such lot, shall not have the effect of nullifying building lines on said lot with respect to said street

If any new street be established, then any residence thereafter erected on any lot abutting any such newly established street, shall be set back with reference to the front street at least one fourth ($1/4$) of the average depth of the lot, and with reference to the side street at least one fifth ($1/5$) of the width of the lot on which it is erected measured in the first case along a line drawn from a point midway between the front corners of the lot to a point midway between the rear corners of the lot and in the other case along the front line of the residence produced to the side lines of the lot: provided, however, that as so fixed, the set back from the front street shall not exceed in any case thirty feet (30')

It is provided further, in all cases, above set forth, that The J. C. Nichols Investment Company, shall have the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat of Armour Hills.

(b) Those parts of the residence which may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines, shown on said plat, and the distance which each may project, are as follows:

WINDOW PROJECTIONS.

(c) Bay, bow, or oriel, dormer and other projecting windows, and stairway landings, other than full two story or three story bay, bow or oriel windows, or stairway landings, may project beyond front building lines, and the side building lines not to exceed three feet.

MISCELLANEOUS PROJECTIONS.

(d) Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines, and the side building lines, not to exceed four feet.

VESTIBULE PROJECTIONS.

(E) Any vestibule not more than one story in height, may project beyond the front building lines, and the side building lines, not to exceed three feet.

PORCH PROJECTIONS.

(f) Unenclosed, uncovered, or covered porches, and balconies, porte cocheres, and terraces, may project beyond the front building lines not to exceed twelve feet; On corner lots, any unenclosed, uncovered, or covered porches or balconies, porte cocheres and terraces may project beyond the side building lines not to exceed ten feet.

SECTION SEVEN

FREE SPACE REQUIRED

The main body of any residence, including attached garages, attached greenhouses, porches and porches, enclosed or unenclosed but exclusive of all other projections set forth above in Section 6, erected or maintained on any of the lots in this addition, shall not occupy more than 80% of the width of the lot on which it is erected, measured in each case, on the front building line, or the front building line produced to the side lines of the lot which ever line is of greater length; any such residence, exclusive of those projections referred to in paragraphs c and d of Section 6, shall be set back at least four feet from both of the side lines of the lot upon which such residence is erected. It is provided however, that the maximum width of any residence which may be erected on any of said lots, may, with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed 10% of the width of any such lot, measured along the front line thereof. It is further provided, that the required set back from the side lines of the lot as herein provided, may, with the consent in writing of The J. C. Nichols Investment Company, be reduced by not to exceed 33-1/3% of the amount of such required set back; provided however that this reservation shall in no way whatever, affect the provision relative to the change in said building lines as set forth in Section 6 herein. In any case where the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly: And if any residence of the maximum width is built or maintained on any such lot, then thereafter, the frontage so used may not be reduced on any such lot as long as said residence is maintained thereon, and the same provision shall apply as to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot, provided, that it be not reduced below the minimum number of feet required with any residence of a width that might then be erected thereon, based on the provisions of this Section; and provided, further, that in no case may it be reduced below the required frontage herein specified by Section 5. No tank for the storage of fuel may be maintained thereon

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SECTION EIGHT:

OUTBUILDINGS- SET BACK FROM STREET

All buildings, except greenhouse, erected on any of said lots shall correspond in style and architecture, to the residence to which such outbuildings are appurtenant. Any outbuildings, exclusive of those projections set forth in paragraphs c and d of Section 6, which are erected on any of said lots, shall be located wholly within 35 feet of the rear line of the lot on which they are erected, and on any corner lots, they shall, in addition to the above, be located wholly within 35 feet of that side of the lot farthest from the adjoining side street, provided, however, that any outbuildings erected on lot 15, Block 24, Lot 14, Block 29, lots 1 and 20 Block 30 shall in any case be set back at least fifty feet from any of the streets adjoining said lots and provided further, however, that The J. C. Nichols Investment Company shall have and does hereby reserve the right in the sale and conveyance of any lots shown on said plat, to change the required location of any such outbuildings and may at any time thereafter with the consent in writing, of the then record owners, of the fee simple title to any of the said lots, change any such required outbuilding location or any location which may, in such sale or conveyance, be established by it. It is provided, further, however, that no change may be made at any time which will permit the erection or maintenance of any outbuildings on any of said lots, more than 20 feet nearer to the front street, or more than fifteen feet nearer to the side street than is provided for above. It is further provided, that the provisions of Section 6, relative to the set back of residences from any new street location, shall apply with like force and effect to the provisions of this paragraph, with reference to the change in the required location of outbuildings.

SECTION NINE

OUTBUILDINGS FREE SPACE REQUIRED.

Subject to the conditions hereinafter set forth, no outbuildings, exclusive of greenhouses, and exclusive of those projections enumerated in paragraphs c and d, of Section 6, erected on any of said lots, shall occupy more than 50% of the width of the lot upon which said outbuildings are erected, measured along the rear line of said lot, provided, however that in no case, may the width of any such outbuildings, other than greenhouses, be more than 33 feet without the consent in writing of The J. C. Nichols Investment Company, in the case of more than one such outbuilding being erected on any lot, the combined width of such outbuildings shall not exceed the width provided for by this Section, for a single outbuilding. Any greenhouse exclusive of other outbuildings, may not exceed a maximum width of 20 feet, without the consent in writing of The J. C. Nichols Investment Company provided, further that the combined width of greenhouses and other outbuildings, erected or maintained on any lot at any one time, may not exceed 60% of the width of the lot upon which they are erected, measured along the rear line thereof; It is further provided however, that the maximum combined width of such outbuildings, may with the consent in writing of The J. C. Nichols Investment Company be increased by not to exceed 10% of the width of the lot, measured along the rear line thereof; and provided, further, that the width of any outbuilding other than a greenhouse, may with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed 10% of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions of Section 7, relative to the maximum width of the residence, which may be erected on any lot, having appurtenant thereto a greater frontage of ground than the required frontage and provisions for reduc-

ing such frontage shall apply with the same force and effect to outbuildings as to the residence to which such outbuildings are appurtenant,

SECTION TEN

OWNERSHIP BY NEGROES PROHIBITED.

None of the said lots shall be conveyed to, used, owned, nor occupied by negroes as owners or tenants.

SECTION ELEVEN

PERGOLA BUILDING LINE

No pergola, or any detached structure for purely ornamental purposes, may be erected on any part of any lot in front of a line 12 feet in front of the front building line, without the written consent of The J. C. Nichols Investment Company.

SECTION TWELVE

DURATION OF RESTRICTIONS.

Each of the restrictions above set forth shall continue and be binding upon The J. C. Nichols Investment Company and upon its successors and assigns, for a period of 25 years from January 1st, 1922 and shall automatically be continued thereafter for successive periods of 25 years each; provided, however, that the owners of the fee simple title to the majority of the front feet of the lots in this addition, may release all of the land hereby restricted from any one or more of said restrictions at the end of this first 25 year period, or of any successive 25 year periods thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purposes, and filing the same for record in the office of the Recorder of Deeds, of Jackson County, Missouri, at least five years prior to the expiration of this first 25 year period, or of any 25 period thereafter.

SECTION THIRTEEN

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land, and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them to conform to, and observe said restrictions as to the use of said lots, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their season of, or title to, said land, and the owner or owners of any of the above land shall have the right to sue for, and obtain an injunction prohibitive or mandatory to prevent the breach of, or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of The J. C. Nichols Investment Company, or owner or owners of any other lot or lots in this addition, to enforce any of the restrictions herein set forth, at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. The J. C. Nichols Investment Company, may, by appropriate agreement, assign or convey to any person or corporation, all of the rights, reservations and privileges herein reserved by it, and upon such agreement, assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign those rights, or any one, or more of them, at any time, or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF, The J. C. Nichols Investment Company, has by authority of its Board of Directors, caused this instrument to be executed by its President, and its corporate seal to be hereto affixed on the 8th day of March 1923.

(Corporate Seal)

THE J. C. NICHOLS INVESTMENT COMPANY
By J. C. Nichols (SEAL)
President

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STATE OF MISSOURI)
COUNTY OF JACKSON) SS

On this 8th day of March 1923, before me appeared J. C. Nichols, to me personally known, who being by me duly sworn, did say that he is the President of The J.C. Nichols Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

My commission expires Feb. 25, 1926.
(LS) F. A. Guy,
Notary Public

Filed for record and duly recorded in my office on this 12 day of Mar. A.D. 1923 at 1 o'clock P.M.

Charles H. Moore, Recorder
By-J.R. Morrison, Deputy

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Lacy Gentry

A-103328

COVENANT AND DECLARATION OF TRUST

THIS COVENANT AND DECLARATION OF TRUST, made this 10th day of March A.D. 1923, by and

between

J. A. McElroy, Kansas City, Mo.
Geo. W. Goldman, " " "
C. O. Fields, " " "
M. L. McElroy, " " "

herein designated " Beneficiaries" for themselves and their assigns; and

J. A. McElroy, Kansas City, Mo.
Geo. W. Goldman, " " "
C. O. Fields, " " "
M. L. McElroy, " " "

together with their successors, herein designated " Trustees", WITNESSETH :

WHEREAS, it is proposed by the Trustee to acquire from the Beneficiaries certain cash, securities, property, claims, rights, contracts, and good will, as shown in certain contracts, deeds, transfers, notes and all other obligations and considerations as evidenced and identified by the signatures of the parties hereto and filed with the Trustees; and

WHEREAS, it is proposed that the property from time to time held by the Trustees and the business conducted by them, shall be divided into shares of beneficial interest, to be evidenced by certain Trustees certificates, as hereinafter provided; and

WHEREAS, the purpose of this instrument is to create and provide for the administration of a trust, the parties to which shall be the Trustees and the several and unassociated Beneficiaries and subject of which shall be the Trust Estate.

a- The expression "Trust" as hereinafter used, signifies all of the Trustees, whether original or successors, qualified and acting at the particular time, regardless of their number. The expression "Trust Estate" as hereinafter used, signifies all of the property of whatsoever kind held by the Trustees as such at the particular time.

The expression " Beneficiaries" as hereinafter used, signifies owners and holders of shares of Beneficial Interest in the Trust Estate at the particular time.

NOW, THEREFORE, the Trustees do hereby acknowledge receipt by them of all cash, securities and property in the aforementioned schedule, and do hereby declare that the cash, securities and property hereby conveyed to them, and all other cash, securities and other properties hereinafter acquired by them as such trustees, together with the proceeds, incomes, profits, increases and surplus thereof, shall be and become and constitute a Trust Estate, together with the proceeds, incomes, profits, increases and surplus thereto, constituting the boundary and complete Trust Estate, to be held, controlled managed, and disposed of by the Trustees for the benefit of the Holders from time to time of the shares of