

STATE OF GEORGIA

COUNTY OF FLOYD

THIS AGREEMENT, made this 15th day of June in the year of our Lord nineteen hundred and sixty-three by and between H.J. BOSWELL the city of Rome, the county of Floyd and the state of Georgia and H.G. TERRELL SR. the city of Rome, the county of Floyd and the state of Georgia :

W I T N E S S E T H:

That whereas the parties hereto are members of Mountain Springs Methodist Church and whereas their ancestors and loved ones are laid at rest in the cemetery of said Church and said cemetery being known as Mountain Springs Cemetery and whereas the parties hereto are desirous of creating an irrevocable trust fund for the care and maintenance of said cemetery.

Now, therefore, for and in consideration of the premises and the covenants and agreements herein contained, it is agreed between the parties hereto as follows:

1.

The parties hereto, hereby establishe, subject to the control of the Trustees who are hereby named as Trustees of this trust fund, a fund separate and apart from all other funds, property, or securities belonging to the parties, to be forever considered for the perpetual Care and Maintenance of said cemetery property, known as Mountain Springs Cemetery, including buildings, burial lots, drives, and extension therefor.

2.

The parties hereto upon the execution of this instrument will each deposit or cause to be deposited five hundred dollars each with the Trustees, herein after named in such bank or savings

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2.

The parties hereto upon the execution of this instrument will each deposit or cause to be deposited five hundred dollars each with the Trustees, herein after named in such bank or savings account as said trustees shall designate.

All of said money so deposited shall become part of the principal of the Trust hereby created and subject to the provisions hereof, in the same manner as though paid over and delivered to said Trustees upon execution of this instrument, PROVIDED, HOWEVER, that said Trustees shall in no manner be responsible for, or charged with, the duty of collecting said perpetual care funds

from any person, but only with the receiving of such funds as may be paid to said Trustees. Said Trustees are also authorized to accept and deposit in such trust fund any gifts, or bequests, designated for the benefit of said perpetual care and maintenance of said cemetery property, and any burial lots, mausoleum crypts, roads, improvements or appurtenances thereto, which gifts or bequests, however, shall become a part of the general trust fund, the income of which shall be distributed in accordance with the terms hereof.

3.

The fund hereby established shall be known as the "PERPETUAL CARE AND MAINTENANCE FUND OF MOUNTAIN SPRINGS CEMETERY" of Floyd County Georgia and the part of the Mountain Springs Methodist Church property which property is located on the western side of U.S. Highway #27 immediately southwest of the road known as the Old Bryant Gap road.

4.

All money deposited hereunder with said Trustees shall be invested, and from time to time reinvested, by the Trustees in such investment including Common Trust Funds, and upon such conditions which at the time seem proper to the Trustees for the best interest of the Trust regardless of whether such property, or securities, are a so-called "legal" investment of trust funds. The Trustees shall have power to determine whether any money, or property, coming into their hands shall be treated as a part of the principal of the trust, or a part of the income therefrom.

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Said Parties confers upon the Trustees the following powers and authority:

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5.

Said Parties confers upon the Trustees the following powers and authority:

(a) To pay and contract to pay out of the income received by the Trustees hereunder, all proper costs and expenses incident to the discharge of the duties imposed upon the Trustees hereunder.

(b) To collect the income and revenue from all proper and assets held hereunder, and the Trustees are hereby authorized to give full receipts and acquittances therefor.

(c) To foreclose mortgages on real estate and bid them in as Trustees, and in the name of said Trustees under this agreement, and to take such other steps as in Trustees' sole discretion may be necessary and proper to protect and conserve the assets of the trust, including, but not by way of limitation, the right to rent, operate, manage, improve, control, sell or convey any or all of said assets, pursuant to the terms of this agreement.

(d) To exercise the powers and authority herein given without order or report to any court.

(e) To be hereunder, as such Trustees, expressly exempt from making any bond, inventory, appraisal, or other reports to any court.

6.

The Trustees shall use the net income collected from said trust for the maintenance and improvement of said cemetery as follows:

First to control and provide for the maintenance of the south side of said Mountain Springs Cemetery and then for the upkeep and maintenance of the north half of the said cemetery so as to ensure maintenance of the south half at all times and the entire cemetery if the income from said trust is adequate for said maintenance.

7.

It shall be the duty of the Trustees to keep a true and correct account of all receipts and disbursements made by them hereunder and to furnish to Mountain Springs Methodist Church annual statements of account showing all such receipts and disbursements during the period covered.

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This trust is hereby declared to be irrevocable and

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8.

This trust is hereby declared to be irrevocable and said parties hereto relinquish all right to alter or amend the same, except as to purely administrative or procedural provisions and then only in such manner as will not reduce or otherwise affect said Trustees' or said other parties responsibilities, or obligations hereunder, or change the intent and purpose of this trust.

Neither the principal, nor income, of this trust estate shall be subject to the claims of the creditors of the parties hereto, nor to legal process, except as such claims arise from normal and proper execution of the trust.

THE METHOD OF SELECTING AND APPOINTING
TRUSTEES

10.

Trustees of this trust are hereby designated as H.J. BOSWELL of Rome, Georgia and H.G. TERRELL SR. of Rome, Ga. their terms of office shall last for and during their natural lives or until such time as they shall direct their successors herein named to succeed them in office.

The Trustees who shall succeed H.J. BOSWELL and H.G. TERRELL SR. are LEONARD L. BOSWELL and VAUGHN E. TERRELL and their terms of office shall be for the period of their natural lives or until they have named their successors and said successors have accepted the responsibilities herein designated.

In the event either Trustee shall die before naming his successors then and in that event his oldest child shall succeed him as Trustee and should said child fail to act or refuse then his next oldest child until the position is filled and in the event there is no child to succeed him then the remaining Trustee shall designate such relative of the deceased Trustee as he deems best and proper to succeed said Trustee and if there be no relative then some other person with relatives buried in said cemetery or interested in its upkeep and maintenance.

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11.

The Trustees by joining in the execution of this agreement signify their acceptance of this trust and hereby agree that they will hold all of the trust property acquired by them and use and dispose of the proceeds thereof upon and subject to all the trust's terms and provisions set forth herein.

This agreement shall extend to and be obligatory upon the legal representative and successors and assigns respectively of the parties hereto. This agreement is made in duplicate and each instrument is hereby declared to be an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and have affixed their seals the day and the year first above written.

H. J. Boswell
H. J. BOSWELL, INDIVIDUAL

H. G. Terrell Sr.
H. G. TERRELL SR., INDIVIDUAL

H. J. Boswell
H. J. BOSWELL, TRUSTEE

H. G. Terrell Sr.
H. G. TERRELL SR., TRUSTEE

Sign, sealed and delivered in the present of

Thomas E. Early
WITNESS

J. H. Wade
WITNESS

Mrs. J. E. Yarbrough
NOTARY PUBLIC, STATE AT LARGE

