

INDENTURE OF TRUST AND RESTRICTIONS OF

FOX GLEN PLAT 1

COUNTY OF ST. LOUIS, MISSOURI

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THIS INDENTURE, made and entered into this 5th day of

June, 1972, by and between J.E. JONES CONSTRUCTION CO., a corporation of the State of Missouri, Party of the First Part, and ROBERT E. JONES, DONALD V. HAYNES, and THOMAS G. JONES, all of the County of St. Louis, State of Missouri, Parties of the Second Part, hereinafter referred to as "Trustees".

WITNESSETH THAT:

WHEREAS, the County Council of St. Louis County, Missouri, by Ordinance No. 5196, did approve the Preliminary Planned Environment Unit Plan for a certain 39.80-acre tract of land described in said ordinance; and

WHEREAS, Party of the First Part has recorded Fox Glen Plat 1 on the 2nd day of August, 1972, as Daily No. 276 of the St. Louis County Recorders Office, which said plat is a portion of the aforementioned 39.80-acre tract of land described in Ordinance No. 5196, and which plat is in conformity with the aforesaid ordinance, and Party of the First Part contemplates that the remainder of the aforesaid 39.80 acres will also be subdivided, and plats thereof designated as Fox Glen Plats 2, 3, etc. recorded in the St. Louis County Recorders Office; and

WHEREAS, "Common Land" for park and recreational areas will be reserved in subsequent plats of Fox Glen, to be known as Plats 2, 3, etc.; and

WHEREAS, when subsequent plats of the aforescribed 39.80 acres are recorded, Party of the First Part will adopt this Indenture of Trust and Restrictions for said plat and will designate and appoint Trustees thereunder; and

WHEREAS, there have been designated, established and recited on the recorded plat of Fox Glen Plat 1 certain streets, and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown and to be shown on said Sub division (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the owner or owners of the lots shown and to be shown on said plat of said above described tract; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions, and to apply that plan and restriction to all of said land and every parcel thereof, and all "Common Land" hereafter created in subsequent plats of Fox Glen, and also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, the instruments conveying Common Land in subsequent plats of Fox Glen to the Trustees hereafter designated and established

shall convey said land for a period of twenty (20) years, and after expiration of said time, fee simple title to the above described property shall vest in all of the then record lot owners of all lots in all plats of the aforescribed 39.80 acres as tenants in common, but the rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of lots in said recorded plats and any conveyance or change of ownership in common property so that none of the owners of lots in said recorded plats and none of the owners of the common property shall have such rights of ownership as to permit them to convey their interest in the common property except as an incident to the ownership of a regularly platted lot; and any sale of any lot in said recorded plats shall carry with it without specifically mentioning it, all the incidents of ownership of the common property; provided, however, that all of the rights, powers and authority conferred upon the Trustees of said recorded plats shall continue to be possessed by the said Trustees.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the Parties hereto each to the other, the Parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, successors or assigns, any of the lots and parcels of land in said Fox Glen Plat 1, all as described herein as follows, to-wit:

I.

DESIGNATION AND SELECTION OF TRUSTEES

MEETINGS OF LOT OWNERS

The Trustees for Fox Glen Plat 1 shall be ROBERT E. JONES, DONALD V. HAYNES and THOMAS G. JONES, designated herein as Parties of the

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Second Part, who by their signatures to this instrument to hereby consent to serve in such capacity, and who shall serve for terms of 5, 6 and 7 years respectively, except such terms shall expire whenever Party of the First Part shall no longer own a lot in Fox Glen Plat 1, if such occurs earlier than the expiration of said terms. Whenever any Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall have the power to appoint a successor or successors for the unexpired portions of their terms by duly written recorded instrument. Any Trustee shall have the right to resign at any time upon giving notice to the remaining Trustees or Trustee. Any successor so appointed must, however, be a lot owner in any plat of the aforescribed 38.90 acres recorded under Planned Environment Development Procedure, or officer or agents of any corporate owner, and if such lot owner sells his lot then his successor shall be appointed in the same manner by the remaining Trustees or Trustee.

At such time as Fifty (50) percent of the lots have been sold of the development Fox Glen Plat 1, Party of the First Part (developer) shall cause the resignation of one (1) of the original Trustees and a new Trustee shall be chosen by the purchasers of the developed lots to serve for a term of three (3) years. At such time as Ninety-five (95) percent of the lots have been sold, Party of the First Part shall cause the resignation of the remaining initial Trustees and two (2) new Trustees shall be chosen by purchasers of the developed lots. In the event the development is not Ninety-five (95) percent completed within five (5) years after the date of this instrument, Party of the First Part shall cause to be replaced two (2) of the original Trustees by the appointment of two (2) Trustees who are resident lot owners of Fox Glen Plat 1 Subdivision.

The first three (3) appointments made after the expiration of the five (5) year period from the date of this instrument shall be for

a tenure of one, two and three years respectively in order to obtain continuity of trusteeship. Thereafter all appointments shall be made for a tenure of three (3) years each. If all of the Trustees, whether herein named or hereafter appointed, resign, refuse to act, become disabled or die, so that there will be no eligible Trustee in office, then a meeting of the record owners of the fee simple title of all lots according to all then recorded plats of Fox Glen Plat 1 Subdivision shall be called upon notice signed by at least three (3) such lot owners, sent by mail to or personally served upon, all of such record lot owners, at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The said notice shall specify the time and place of meeting shall be in St. Louis County. At such meeting or at any adjournment thereof, the majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting each lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The result of such election shall be certified by the persons elected as chairman and secretary respectively at such meeting and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. A majority of the lot owners shall constitute a quorum at the respective meeting of each.

II.

RESERVATION OF EXPENDITURES

The Party of the First Part reserves the right to receive and retain any money or consideration which may be refunded or allowed on

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account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the within-described tract.

III.

TRUSTEES' DUTIES AND POWERS

The Party of the First Part hereby invests the Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1. Trustees shall acquire and hold all "Common Land" which may subsequently be in connection with subsequent plats of Fox Glen, all in accordance with and pursuant to the aforesaid Order of the St. Louis County Council and in accordance with and subject to the provisions of this instrument.

Trustees shall deal with any "Common Land" so acquired under the provisions hereinafter set forth.

2. To exercise such control over the easements, streets, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), street lights, entrance lights, gates, common land, park areas, shrubbery, storm water sewers, sanitary sewer trunkds and lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded plat of said above-described tract of land as is necessary to maintain, repair, rebuild; supervise and insure the proper use of said easements, streets, roads, street light, etc., by the necessary public utilities and others, including the right (to themselves and others to whom

they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.

3. To exercise control over the Common Land as shown on the various plats of Fox Glen; to pay real estate taxes and assessments on said Common Land out of the general assessment hereinafter provided for; to grant easements which may be necessary for the proper use and development of said Common Land; to maintain and improve with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots in said subdivision, all in conformity with all applicable laws; to prescribed by reasonable rules and regulations the terms and conditions of the use of said Common Land, all for the benefit and use of the owners of the lots in this Subdivision and according to the discretion of the said Trustees.

4. Publicly to dedicate any private streets constructed or to be constructed on said Common Land and, whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

5. To prevent as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees covering the use of said Common Land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

6. To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

7. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimmingpools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefore. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools, or tennis courts, accessory buildings and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

8. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

9. At such time (twenty years after the date of any warranty deed by which the Trustees acquired the "Common Land") as the then lot owners of all plats of the aforesaid 38.90 acres recorded under Planned Environment Development Procedure become owners of part or all of the "Common Land" theretofore conveyed to and held by the Trustees, the Trustees shall continue to exercise all the same rights and authorities and have the same duties and responsibilities with respect to said "Common Land" as hereinbefore set forth, and particularly, the Trustees shall continue to collect for and make payment of the real estate taxes which may be levied on the "Common Land" by the County of St. Louis or other governmental body or agency.

10. In the event it shall become necessary for any public agency to acquire all or any part of the property subsequently to the Trustees, for any public purpose, the Trustees, during the period of Trust as well as thereafter during the times fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements.

11. The Trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provision of this Indenture, may from time to time enter into contracts, employ agents, servants and labor as they may deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

IV.

ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots and said parcels of land in Fox Glen Plat 1 for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

(1) (a) The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, of an amount not to exceed Thirty Dollars (\$30.00) per lot in each calendar year upon and against the several lots or parcels of land in Fox Glen Plat 1 for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, "Common Land", utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the lot owners.

(b) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and estimated amount required. If such project and the assessment so stated by approved either at a meeting of the lot owners duly called and held in the manner provided in reference to the election of Trustees by two-thirds (2/3) majority vote of those present in person or by proxy, or on written consent of the owners of two-thirds (2/3) majority of the lots, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of Twenty Dollars (\$20.00) per lot per calendar year for general purposes as set forth in 1(a) above, shall not apply to any assessment made

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under the provisions of this paragraph, and any such additional assessment shall not exceed Twenty Dollars (\$20.00) per lot in each calendar year.

(2) All assessments made by the Trustees for the purpose hereinabove enumerated, shall be made in the manner and subject to the following procedure, to-wit:

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

(b) Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight per cent (8%) per annum until paid, and such payment and interest shall constitute a lien upon said lot, and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessments (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of any assessments.

(3) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at interest, when deemed feasible by them, in their discretion. The Trustees shall designate one of their number of "Treasurer" of the Subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

(4) All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

(5) The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

(6) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, water and sewerage.

V.

INDENTURE OF RESTRICTIONS

Party of the First Part being the owner of the following described real estate lying and being situated in the County of St. Louis, Stat of Missouri, and being more particularly described as:

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Fox Glen Plat 1 filed in the Recorder's

Office of St. Louis County, Missouri, on the 2nd

day of August, 1915, as Daily No. 276,

by this Indenture do impose upon all the lots in the aforesaid Fox Glen Plat 1, a subdivision, and all "Common Land" established in subsequent plats of Fox Glen, the following restrictions and conditions, to-wit:

(1) Each and every lot of this subdivision shall be known and described as a residential lot and no structure shall be erected on any lot other than one detached single family dwelling not to exceed ~~two~~ (2) stories in height, and a one (1) or two (2) car attached garage or carport.

(2) No lot or lots shall be resubdivided into building plots having less than sixty (60) feet width at the building line or shall any lot or lots be resubdivided into building plots containing less than seventy-five hundred (7,500) square feet.

(3) No building shall be erected on any lot nearer than twenty (20) feet, as indicated on the recorded plat, from the front lot line or from the side of the lot if the lot is a corner lot. No garage shall be built closer than twenty (20) feet to the front lot line and no building shall be built less than fifteen feet from rear lot line on interior lots.

(4) No dwelling having a ground floor square foot area of less than one thousand (1,000) square feet in the case of a one-story structure nor eight hundred (800) square feet in the case of a one and one-half or two-story structure shall be erected on any lot, nor shall any dwelling costing less than Sixteen Thousand Dollars (\$16,000.00) be erected on any lot in the subdivision.

(5) No residence shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence for one family.

(6) No trailer, tent, shack, barn, or other outbuilding shall be permitted in the subdivision, nor shall any basement or garage in the subdivision be used as a residence, temporarily or permanently, or shall any residence of a temporary character be permitted.

A. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C. Garbage and refuse disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

D. Easements and installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

E. No oil drilling, oil development operations, oil refining, quarrying or mining operations or any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(7) No tight board fence shall be erected on any lot in said subdivision, and all partition fences shall be constructed of wire or wood with openings aggregating twenty-five (25) percent. A fence shall neither extend in front of the building line on any lot in said subdivision or shall be more than six (6) feet in height.

(8) (a) There are and will be situated in subsequent plats of Fox Glen, certain areas designated as Common Land. The Trustees shall hereafter maintain said Common Land and may develop therein park areas, playgrounds, ball fields and other kinds of recreational facilities.

(b) Any other provision hereof to the contrary notwithstanding the obligations and rights of the Trustees hereunder to maintain the parks and streets referred to herein shall not cease nor ~~may this Indenture be amended or amended to reduce or eliminate any of~~ the duties, obligations and rights in such connection granted to and imposed on the Trustees under any subparagraph of Paragraph III herein, nor may this Indenture be amended to eliminate the Trusteeship set up in said Indenture or provisions for the succession of Trustees.

(9) The Trustees are authorized and empowered to cooperate and to contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities enuring to the benefit and general welfare of the inhabitants of the entire area.

(10) The Trustees are authorized to act through a representative, PROVIDED, HOWEVER, that all acts of the Trustees shall be agreed upon by at least two (2) of said Trustees, PROVIDED, FURTHER, that a

Trustee shall only be responsible for his wrongful acts and shall not be responsible for wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. Neither the Trustees or successor Trustees shall be entitled to any compensation fee for services performed pursuant to this covenant.

(11) The Trustees shall have the power to approve or reject all plans and/or specifications for the construction, reconstruction, addition to, or alteration of any building, fence, wall or other structure of any kind, as well as plans and/or specifications for the location of the structure or structures on the lot or lots and the grading and landscaping treatment. No work shall be started upon any of the above improvement until the plans and/or specifications for same shall have been submitted to and received the written approval of the Trustees. The Trustees shall have the right to refuse to approve any design which, in their opinion, is not suitable or desirable, taking into consideration the type of materials to be used, harmony of the structure or structures with the surroundings, the effect of the building or alteration therein, as planned, on the outlook from adjacent or neighboring property, and any and all other factors which, in their opinion, may affect the desirability or suitability of the subdivision as a desirable residential area. The Trustees shall either approve or reject said plans and/or specifications within fifteen (15) days after receipt thereof, and if the Trustees fail to act within said time the plans and/or specifications shall be considered as approved.

(12) These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants

are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; excepting that, as long as Party of the First Part owns one or more lots in Fox Glen Plat 1, its consent to each change is required.

(13) All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any part or lot of said tract be of any effect to modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said tract, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

(14) Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefor.

IN TESTIMONY WHEREOF, the said Party of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

J.E. JONES CONSTRUCTION CO.

By *R. E. Jones*
President

"Party of the First Part"

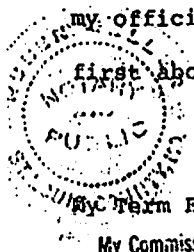
ATTEST
Donald W. Haggard
Secretary

R. E. Jones
Donald W. Haggard
Thomas H. Jones
"Trustees"

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 31st day of JULY, 1972, before me appeared ~~ROBERT~~ E. JONES, to me personally known, who, being by me duly sworn, did say that he is the President of J.E. JONES CONSTRUCTION CO., a corporation of the State of Missouri, 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 R E Jones ~~ROBERT E. JONES~~ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Ruben Geller
Notary Public
RUBEN GELLER
1973

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 31st day of JULY, 1972, before me personally appeared ~~ROBERT~~ E. JONES, DONALD V. HAYNES, and THOMAS G. JONES, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as Trustees aforesaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Ruben Geller
Notary Public
RUBEN GELLER

State of Missouri) ss
County of St. Louis)
FILED FOR RECORD
AUG 2 1972

At _____ o'clock _____ M
WM. E. FAUPE
RECORDER OF DEEDS

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STATE OF MISSOURI)
County of St. Louis } ss.

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 2 day of Aug AD. 1972 at 11:55 o'clock A M and is truly recorded in Book: 16613 Page 1983

Witness my hand and official seal on the day and year aforesaid.

Wm E. Faupe
Recorder of Deeds

By *W. D. Amy*
Deputy Recorder