RESOLUTION NO. 1 - Minutes of the Previous meetings approved

2 - President's Report
3 - Budget for 1941-42
4 - Approval of Catalog
5 - Degrees Approved
6 - Pharmacy Accreditation
7 - Corrections on Kappa Alpha Fraternity Lease
8 - Alpha Psi- Lease of Lot
9 - Deed to Regional Animal Disease Laboratory
10 - State Hog Cholera Serum Plant into a Diagnostic Laboratory
11 - Women's Dormitory - Bond Resolution
12 - Fixing Fees and Rentals to be Charged
13 - Parietal Rules and Regulations
14 - Boys' Dormitory- Swimming Pool- Beautification
15 - Fixing Fees and Rentals to be Charged
16 - Parietal Rules and Regulations
17 - Purchase of Land - Experimental Field in Macon County
    Auburn-Opelika Airport
    Auburn Development Society
18 - Sale of Property
19 - Right of Way Deed for Public Road- Chambers County
HOSPITAL SERVICE (Referred to Committee)
20 - Gift of W. O. Scroggs- adopted Resolution
21 - Retirement System and Group Insurance
The Board of Trustees met in annual session at the President's Home on the campus on the first Monday in June, Nineteen Hundred and Forty-one, (June 2, 1941) as provided in the Code of Alabama, 1940, (Chapter 25, Title 52, Section 480) the pertinent part of which reads as follows:

"The board of trustees shall hold their meetings at the institute on the first Monday in June of each year, unless the board shall in regular session, determine to hold its meetings at some other time and place;——"

Upon roll call, the following members answered present:

Governor Frank M. Dixon, President
T. D. Samford, Vice-President
A. H. Collins, Montgomery, Alabama
C. S. Culver, Gadsden, Alabama
Robt. K. Greene, Greensboro, Alabama
Paul S. Haley, Jasper, Alabama
Victor H. Hanson, Birmingham, Alabama
F. W. Hare, Monroeville, Alabama
S. L. Toomer, Auburn, Alabama
The following members were absent:

- George Blue, Montgomery, Alabama
- Edward A. O'Neal, Florence, Alabama
- Hugh D. Merrill, Anniston, Alabama

The members named constitute all of the members of the Board of Trustees of the Alabama Polytechnic Institute.

A quorum being present, the President of the Board declared the meeting opened for business.

Mr. Shell Toomer was properly inducted as a new member of the Board.

The following resolution was introduced by T. D. Samford, seconded by Paul S. Haley, and unanimously passed by those present:

**RESOLUTION NO. 1**

**MINUTES OF THE PREVIOUS MEETINGS APPROVED**

RESOLVED: 1. That the minutes of the meeting of the Board of Trustees of the Alabama Polytechnic Institute on June 3, 1940, be approved as recorded.

2. That all acts of the Executive Committee of the Board of Trustees of the Alabama Polytechnic Institute as recorded in the minutes of August 1, 1940, be ratified, affirmed, and accepted.

President Duncan called attention to a few facts in his report and asked permission to mail copies to each member of the Board. Some parts of the report were discussed at length.

Upon motion by C. S. Culver, seconded by R. K. Greene, and unanimously passed by the members present, the following resolution was then proposed and read in full:
RESOLUTION NO. 2

PRESIDENT'S REPORT

BE IT RESOLVED by the Board of Trustees of the Alabama Polytechnic Institute that the President's Report be received and filed.

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Upon motion by C. S. Culver, seconded by V. H. Hanson, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 3

BUDGETS FOR 1941-42

BE IT RESOLVED by the Board of Trustees of the Alabama Polytechnic Institute that the budgets for the fiscal year beginning July 1, 1941 and ending June 30, 1942, for Resident Teaching, Agricultural Research, and Agricultural Extension, as recommended by the President and the Budget Committee of the Board be and the same are hereby adopted, it being understood that in case of an emergency that the President, together with the Budget Committee, are authorized to make any changes necessary.

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Upon motion by V. H. Hanson, seconded by R. K. Greene, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 4

APPROVAL OF CATALOG

BE IT RESOLVED By the Board of Trustees of the Alabama Polytechnic Institute that the catalog for the year 1940-41, including the announcements for the year 1941-42, together with all changes in courses, titles, and ranks, as printed therein, be and the same is hereby approved.

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Upon motion by P. S. Haley, seconded by C. S. Culver, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 5

DEGREES APPROVED

BE IT RESOLVED by the Board of Trustees of the Alabama Polytechnic Institute that the degrees awarded by the faculty and the executive council for the scholastic year 1940-41 be approved and that a list of the same be attached and become a part of this resolution.

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Upon motion by C. S. Culver, seconded by A. H. Collins, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 6

PHARMACY ACCREDITMENT

BE IT RESOLVED by the Board of Trustees of the Alabama Polytechnic Institute:

1. That, effective July 1, 1941, upon the recommendation of the President, the Department of Pharmacy shall be organized and set up as a separate school to be known as the School of Pharmacy with Doctor L. S. Blake as Head Professor of Pharmacy.

2. That this action is taken in order to meet the requirements of the American Council on Pharmaceutical Education for the accreditation of Schools of Pharmacy and licensing of pharmacists.

Upon motion by A. H. Collins, seconded by V. H. Hanson, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 7

CORRECTIONS ON KAPPA ALPHA FRATERNITY LEASE

WHEREAS, on September 29, 1939, the Board of Trustees of Alabama Polytechnic Institute adopted a resolution approving and authorizing the execution of a lease to Nu Social Society, a social corporation, of a lot on the corner of South College Street and Samford Avenue in the City of Auburn, Alabama, said lot being particularly described in the lease which was executed by and between Alabama Polytechnic Institute and Nu Social Society on December 13, 1939, said lease being recorded in Volume 247, at page 474, in the office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, said lease contains the following provision or condition:

"1. No building or structure of any kind shall be put upon or constructed upon said lot, the other lines of which shall be nearer the south margin of Samford Avenue, than 60 feet, or nearer the east margin of College Street than 60 feet, or nearer the south line of said lot than 20 feet; and any violation of this provision and restriction shall have the effect of vitiating, terminating and canceling this lease; the "outer lines" hereinabove mentioned, shall include the steps, porticoes, etc., attached to any building;"

and
WHEREAS, the Nu Social Society has constructed a Chapter House on the lot covered by said lease and has located the house, or a part thereof, or a wall and steps extending therefrom, are nearer than 20 feet from the south line of said lot and, therefore, a violation of the above restriction; and

WHEREAS, the Alabama Polytechnic Institute does not desire to work any hardship on said Lessee, Nu Social Society, by requiring it to have that part of the building, or wall, or steps extending beyond the said 20 foot building line, removed or reconstructed so as to comply with said building restriction line, and is willing to waive and vacate the aforesaid building restriction lines in all respects wherein they may be in conflict with the building as presently located on said lot:

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Alabama Polytechnic Institute as follows:

Section 1. That the building now under construction, and nearing completion, on the lot on the corner of South College Street and Samford Avenue, heretofore leased to Nu Social Society by Alabama Polytechnic Institute, as said building is presently located with respect to the boundary lines of said lot, be and the same is hereby approved.

Section 2. That the aforesaid building restrictions, as contained in the lease between Alabama Polytechnic Institute and Nu Social Society, be and they are hereby waived and vacated in all respects wherein they are in conflict with the distances of the building as presently located on said lot from the boundary lines of said lot.

Section 3. That this waiver of any violation of the aforesaid restrictions shall not apply to any future construction of any buildings on said lot; it being the intent and purpose of this resolution to waive said restrictions only as to the building now under construction on said lot as the said building is presently located.

Upon motion by P. S. Haley, seconded by R. K. Greene, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 8

ALPHA PSI - VETERINARY FRATERNITY - LEASE OF LOT

BE IT RESOLVED by the Board of Trustees of Alabama Polytechnic Institute duly called, assembled and convened on this 2nd day of June, 1941, as follows:

...
1. That the Alabama Polytechnic Institute lease and demise to Theta Club, a corporation, whose members are limited to the active and alumni members of Theta Chapter of the Alpha Psi Fraternity, a college fraternity, on the terms and subject to the conditions and provisions, and for the consideration hereinafter referred to, the following property belonging to the Alabama Polytechnic Institute, to-wit:

From the intersection of the Southeasterly margin of the Wire Road and the Easterly margin of Cary Street, run North 43 degrees 40 minutes East for a distance of 177.6 feet along the southeasterly margin of Magnolia Avenue, thence North 88 degrees 35 minutes East for a distance of 91.0 feet along said southerly margin of said Magnolia Avenue; thence South 1 degree 25 minutes East for a distance of 140.0 feet; thence South 88 degrees 45 minutes West for a distance of 216.3 feet to the easterly margin of Cary Street; thence North 3 degrees 00 minutes West along the said easterly margin of said Cary Street for a distance of 14.0 feet to the point of beginning; situated in Auburn, Lee County, Alabama.

2. That the term, or period, of the lease shall be for fifty years, beginning June 5, 1941, subject to an extension as is provided in the form of contract hereinafter set forth, and the consideration and all of the terms, conditions and provisions upon which this demise is and shall be made, are as set forth in the form of lease contract which is as follows, to-wit:

STATE OF ALABAMA)

LEE COUNTY

WHEREAS, Theta Club, a corporation, which is a social club whose membership is confined to active members of Theta Chapter of the Alpha Psi Fraternity, a college fraternity, which said Chapter of said Fraternity is located at Auburn, Alabama, is desirous of constructing upon the property of The Alabama Polytechnic Institute hereinafter described, a house or building for use as a Fraternity Chapter House by the members of Alpha Psi, and has applied to the Alabama Polytechnic Institute for a lease of said property, and the Alabama Polytechnic Institute has agreed to lease said property to the said Theta Club upon the terms hereinafter set forth, and Theta Club has agreed to said terms:

NOW, THEREFORE, This Agreement made this 2nd day of June, 1941, by and between The Alabama Polytechnic Institute, a corporation, hereinafter referred to as Party of the First Part, and Theta Club, a corporation, hereinafter referred to as Party of the Second Part, WITNESSETH:
For the considerations and upon and subject to the terms, conditions and covenants hereinafter set forth and expressed, the party of the first part hereby lets, leases and demises unto the party of the second part, for and during the term of fifty years beginning on the 5th day of June, 1941, and ending on the 4th day of June 1990, the following described real estate, to-wit:

From the intersection of the southeasterly margin of the Wire Road and the easterly margin of Cary Street, run north 43 degrees 40 minutes East for a distance of 177.6 feet along the southeasterly margin of the Wire Road to the southerly margin of Magnolia Avenue, thence north 88 degrees 35 minutes East for a distance of 91.0 feet along said southerly margin of said Magnolia Avenue; thence south 1 degree 25 minutes East for a distance of 140.0 feet; thence south 88 degrees 45 minutes West for a distance of 216.3 feet to the easterly margin of said Cary Street; thence north 3 degrees 00 minutes West along said easterly margin of said Cary Street for a distance of 14.0 feet to the point of beginning; situated in Auburn, Lee County, Alabama.

The terms, conditions and covenants hereinafter referred to, the acceptance of, and assent to which, shall be evidenced by the execution of this instrument by the party of the second part are:

1. Within 12 months from the date hereof the party of the second part shall begin, or cause to be begun, construction on said lot of a house or building suitable for use as a Fraternity Chapter House to be built according to plans, specifications and proposed cost which, prior to the beginning of such construction, shall have been approved by the President of The Alabama Polytechnic Institute, and shall within 18 months from the date hereof have caused said building to be fully constructed and completed in conformity with said plans and specifications and cost, all at the expense of the party of the second part; and if the party of the second part shall in any wise fail herein this agreement and the term of this lease shall immediately terminate and any and all of any building material or structure then on said property shall at once become the property of the party of the first part, but subject to the rights of any mortgagee of the party of the second part to the extent hereinafter provided.

2. Except as hereinafter provided in Paragraph 8 with respect to temporary room rentals, the party of the second part shall have no right to sub-let the property or to convey its interest therein by deed or otherwise, or to transfer to another the right of possession or occupancy, or to transfer or assign its equity or statutory right of redemption arising out of any mortgage such as is hereinafter referred to or the foreclosure thereof, unless prior to any such action or transaction the President of the party of the first part shall have specifically and expressly consented thereto in writing, and such writing shall have been filed for record in the office of the Judge of Probate of Lee County, Alabama, and have been indexed as a deed would be indexed; and if the party of the second part shall, contrary to the provisions hereof sub-let the property, or by deed or otherwise convey its interest therein, or assign or transfer to another the right of possession or occupancy, or transfer or assign to another its said equity or statutory right of redemption, this contract and the terms of this lease shall immediately terminate, and all of the rights of the party of the second part shall immediately
cease and the title to the property, including all improvements, shall vest in
the party of the first part, subject only to the lien of any mortgage then out-
standing, executed for the purpose referred to in paragraph numbered 4 hereof;
there being no intention that any provision of this paragraph numbered 2 shall
require the written consent of the President of the party of the first part to the
making of a deed such as is referred to in paragraph numbered 4 hereinafter.

3. The party of the second part shall have no right or authority to convey
by mortgage to any person its interest in the aforesaid property or the building
to be constructed thereon unless such mortgage shall embody within its terms the
provisions hereof relating to such mortgage and the obligations of the mortgagor,
and making a copy of this contract a part of such mortgage shall be compliance
herewith. Nor shall any such mortgage be made except for the purpose of obtaining
part of the funds wherewith to pay for the construction of the house or
building hereinabove referred to and to secure a debt which shall not exceed
$25,000.00 principal, to be repayable over a period of not exceeding 20 years
from the date of the mortgage, and except for the purpose, within said period
of refinancing any unpaid balance of said indebtedness.

4. In the event the Theta Club, for the purpose of securing funds with
which to make part payment of the cost of construction and furnishing of the
house or building hereinabove referred to, shall convey, by mortgage, its
interest in the property hereinabove described, and the holder of such mortgage
shall at any time, pursuant to the provisions of the mortgage and pursuant to the
provisions of paragraph numbered 5 hereinafter, foreclose or cause to be fore-
closed, by sale under a power in the mortgage, or under a court decree, the
lien of said mortgage, the purchaser at such sale, and persons holding under
him, shall and will hold the interest in said property, given to Theta Club by
this instrument, free from any restrictions upon the use of the property or the house
or building or other improvements thereon.

5. In the event that default shall be made in the payment of any debt
secured by mortgage upon the interest of Theta Club in the property hereinabove
described, the holder of the debt shall, at least sixty days prior to the taking
of any steps looking to a foreclosure of the mortgage lien by sale under the
power that may be granted by the mortgage or otherwise, give notice, in writing, to
the President of The Alabama Polytechnic Institute stating the true and actual
amount of the debt, secured by the mortgage, that remains unpaid, and shall be
bound to accept from The Alabama Polytechnic Institute, at any time within forty-
five days after such written notice shall have been delivered, the true and
actual amount of the debt that is unpaid and thereupon to assign, transfer and
convey to The Alabama Polytechnic Institute, without recourse, the said debt,
the evidence thereof, the said mortgage and whatever interest he may have in
the real estate and all property subject to the lien of the mortgage; but, if
the amount of such debt so unpaid exceed the sum of $25,000.00 then the holder
of the mortgage shall offer to accept said sum of $25,000.00 and upon payment
thereof within said forty-five day period shall make the same transfer, assign-
ment and conveyance of the debt, the evidence thereof, the mortgage and his
interest in said real estate. If the party of the first part shall fail to
make such payment within said forty-five day period, the holder of such mortgage
shall be authorized to proceed as he may see fit, and if such procedure results
in a sale of the interest in the property conveyed by the mortgage, the purchaser
at such sale, and those holding under him shall, as hereinabove provided, hold
the interest in the property so purchased free of any restrictions upon the use
of the lot or any house or other improvement thereon except as provided in
Section 7 hereof.
6. In the event that the party of the first part shall make any such payment as is provided in Paragraph numbered 5 hereof, this contract and the terms of this lease shall immediately terminate, and all rights of the Theta Club hereunder shall immediately cease and the title to the said lot, together with the building and all other improvements thereon, shall immediately vest in the party of the first part, and it shall thereupon be entitled to the immediate and continuing possession of the said property, and neither the Theta Club nor any person holding under it shall thereafter have any right in or to any part of the property; but this provision shall not deprive the party of the first part of any right it may have as the holder of the mortgage and the debt thereby secured.

7. In the event that the building to be constructed on said lot be damaged by fire, windstorm or other casualty, so that it is uninhabitable, and it be not within 12 months thereafter restored, at the expense of Theta Club, to a condition substantially equal to or better than the condition in which it was prior to such damage, this contract and rights of the Theta Club and of any mortgagee or holder under him of the property shall cease and determine at the expiration of such 12 months period, and the title to the property shall immediately vest in The Alabama Polytechnic Institute, subject to no lien of any mortgage, nor to any title proceeding therefrom and thereafter neither the Theta Club nor any party holding under it shall have any right in or to said property, and any part or portion of any improvement that may have been put upon the property shall at once become the property of The Alabama Polytechnic Institute, freed of any mortgage or other lien; and no mortgage that may be outstanding at the time such damage is done shall be thereafter foreclosed until and unless there be a restoration such as is herein contemplated.

8. Until and unless the interest of the party of the second part in the property hereinabove described shall have been sold or conveyed in the foreclosure of a mortgage lien as hereinabove provided, the property hereinabove described, and the improvements thereon, shall not be used for any purpose other than that of a Fraternity Chapter House for the use of members, active and alumni of the existing Theta Chapter of Alpha Psi Fraternity, and shall not be occupied by others except that guests of the members of said Chapter of said Fraternity may from time to time, and temporarily, be permitted to occupy the premises, and except that during the Summer months intervening between the ending and beginning of the main terms of the College Year, the party of the second part may let or rent rooms in the building to be constructed on said property to any person who shall be, for the time being, in attendance, in good faith, as a bona fide student of the Summer School conducted by Alabama Polytechnic Institute at Auburn; and until and unless there shall be a sale of the interest of the party of the second part in the foreclosure of a mortgage as hereinabove described shall at all times be conducted in strict keeping with all the rules and regulations relating to Fraternity houses in general, or to this Fraternity House in particular, that have been heretofore or may be hereafter adopted by the Faculty, or any committee thereof, of Alabama Polytechnic Institute, or by the Board of Trustees, or any committee thereof, of Alabama Polytechnic Institute; and if at any time the party of the first part, acting by and through its President, after notice to the party of the second part, or to the chief officer of the Theta Chapter of Alpha Psi Fraternity, and after the party of the second part or the said chief officer shall have had an opportunity to be heard, adjudge and determine that there has been a violation of the foregoing provision as to the use and occupancy of the house, or a
violation of any such rule or regulation, or that the conduct of the occupants of the building on the lot has been or will become immoral, illegal or in opposition to the rules and regulations hereinabove referred to, or has or will become prejudical to the interests of the party of the first part, or that the building has been abandoned for use as a Chapter House by the Fraternity, then in either of said events the party of the first part may at its option to be exercised by its President: (a) suspend the right of the party of the second part to use and occupy said premises for such time as the President may determine; or (b) terminate this contract and the term of this lease, in which event the President of the party of the first part shall within sixty days thereafter determine and fix the value of the improvements, including the house, then on the lot hereinabove described, and within sixty days after such determination shall have been made either (1) pay to the party of the second part the amount so fixed or, if there be an unsatisfied mortgage on the property then outstanding, the excess of the amount so fixed over and above the mortgage debt, whereupon the title of the party of the second part in and to said lot and improvements shall immediately vest in entirety and completely in the party of the first part; or (2) take possession of the property and make such use of it as it may deem proper, paying to the party of the second part an amount monthly, to be determined by the President of The Alabama Polytechnic Institute, which will over a period not exceeding 20 years result in the payment to the party of the second part of the value of the improvements as determined by the President of Alabama Polytechnic Institute, plus interest thereon at the rate of 4% per annum, except that if there be then outstanding an unsatisfied mortgage all of such payments shall be made to the holder of the mortgage debt until the same shall have been fully paid and satisfied and when, under such arrangement, the full payment of the value of the improvement as so determined, with interest, shall have been paid either to the party of the second part or to the mortgagee, the complete title in said property and all improvements shall at once vest in the party of the first part.

9. The party of the second part shall pay to the party of the first part, as rental, the sum of One Dollar ($1.00) payable each year, in advance, on the 5th of June.

10. The party of the second part shall have the right, provided this contract and the term of this lease shall not have theretofore been terminated under some provision of this agreement, to extend the term of this lease for an additional period of forty-nine years from the end of the fifty year period hereinabove fixed, provided the right to so extend shall be exercised not more than twelve months and not less than six months prior to the end of the aforesaid fifty year term, the right to be exercised by the giving of a written notice to the party of the first part.

11. Upon the expiration of the term of this lease all improvements of whatever kind then upon the lot hereinabove described shall be and become the property of the party of the first part.
12. Wherever in this contract it is provided that notice be given to or action shall be taken or anything be done by the President of the party of the first part, such notice shall be given to and such action may be taken or thing be done by the person or persons who may at the time be considered and be acting as the Executive head of The Alabama Polytechnic Institute, or by its Board of Trustees of the Executive Committee of the Board of Trustees.

IN WITNESS WHEREOF, The Alabama Polytechnic Institute, a corporation, pursuant to a resolution adopted by its Board of Trustees at a meeting held on the 2nd day of June, 1941, has caused this instrument to be executed for it and in its name by L. N. Duncan, its President, and Theta Club, a corporation, acting herein pursuant to a resolution of its Board of Governors adopted at a meeting held on the _____ day of ____________, 1941, has caused this instrument to be executed for it and in its name by ____________________________

______________________________, and ________________________________

its Board of Governors, and the parties have caused their respective seals to be hereunto affixed and to be duly attested, all in duplicate, on this _____ day of ____________, 1941.

THE ALABAMA POLYTECHNIC INSTITUTE

BY __________________________ As President

ATTEST:

____________________________
Secretary, Board of Trustees, Alabama Polytechnic Institute.

THEETA CLUB

BY __________________________ As Member of Board of Governors

____________________________
As Member of Board of Governors

____________________________
As Member of Board of Governors

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As Member of Board of Governors

____________________________
As Member of Board of Governors

____________________________
As Member of Board of Governors
STATE OF ALABAMA )
LEE COUNTY )

I, Berta Dunn, a Notary Public in and for said County, in said State, hereby certify that L. N. Duncan, whose name as President of The Alabama Polytechnic Institute, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, voluntarily executed the same for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this 2nd day of June, 1941.

s/ Berta Dunn
Notary Public, Lee County, Alabama

STATE OF ALABAMA )
LEE COUNTY )

I, ____________________________, a Notary Public in and for said County in said State, hereby certify that R. S. Sugg, L. S. McAldory, E. S. Winters, Thomas B. Sutton and Jeff W. Byrd, whose names as members of the Board of Governors of Theta Club, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of the instrument, they as such officers, and with full authority, voluntarily executed the same for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this ______ day of ____________, 1941.

Notary Public, Lee County, Alabama

3. That the President of Alabama Polytechnic Institute be and he is hereby authorized to execute for and in the name of Alabama Polytechnic Institute the contract with said Theta Club in the form set forth in Section 2 of this resolution, to give effect to this resolution, and to cause to be affixed there to and to be attested by the Secretary of the Board of Trustees the seal of the Alabama Polytechnic Institute and to make delivery thereof, such contract to be in duplicate.

Upon motion by P. S. Haley, seconded by C. S. Culver, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 9
DEED TO REGIONAL ANIMAL DISEASE LABORATORY
REVOCABLE PERMIT

The UNITED STATES DEPARTMENT OF AGRICULTURE is hereby authorized, by the ALABAMA POLYTECHNIC INSTITUTE, to use a tract of land located in Lee County, Alabama, and described as follows:

Beginning at a point 429.0 feet North 89 degrees 8 minutes West of the Southeast Corner of Section 25, T 19 N, R 25 E, St. Stephens Meridian; thence North 89 degrees 8 minutes West 1239.5
feet; thence North 31 degrees 55 minutes W 507.0 feet, to the easterly margin of the Auburn-Tuskegee Road, known as the "Wire Road"; thence North 36 degrees 42 minutes East 161.7 feet, along said easterly margin of the "Wire Road"; thence South 53 degrees 13 minutes East 409.6 feet; thence South 89 degrees 50 minutes East 1077.9 feet; thence South no degrees 43 minutes East 330.8 feet to point of beginning.

The land is to be used for paddocks for isolation barns and low land pasture for animals used for animal disease studies and this use is to be upon the following terms and conditions:

1. The Alabama Polytechnic Institute shall not in any way be liable for damages to persons or property resulting from or being attributable to the use of the land for the purposes hereinabove described.

2. The United States Department of Agriculture may remove from the land any fences or other improvements placed thereon by the United States.

3. This permit is subject to revocation by the Alabama Polytechnic Institute, and upon the giving of notice of the revocation of the permit it shall become null and void.

Dated this ______ day of ___________ 1941.

ALABAMA POLYTECHNIC INSTITUTE

By________________________

REVOCABLE PERMIT

The ALABAMA POLYTECHNIC INSTITUTE is hereby authorized to use a tract of land located in Lee County, Alabama, and described as follows:

Beginning at a point 336.1 feet, N, 0 degrees, 57 minutes W of the SE corner of Section 25, T. 19N, R. 25E, St. Stephens, Meridian; thence N 89 degrees, 50 minutes W, 427.4 feet; thence N, 0 degrees, 43 minutes "; 1140.3 feet; thence N 89 degrees, 40 minutes E, 421.8 feet to a concrete angle corner (30.0 feet N and 37.0 feet W from the NW corner of the Veterinary Anatomy Building); thence S, 0 degrees, 57 minutes E, 1144.2 feet to the point of beginning, containing 14.35 acres.

The land is to be used for corrals and paddocks for exercise and isolation of animal patients of Veterinary School clinic and this use is to be contingent upon the following terms and conditions:

1. The United States shall not in any way be liable for damages to persons or property resulting from or being attributable to the use of the land for the purposes hereinabove described.

2. The Alabama Polytechnic Institute may construct temporary improvements on the land.
3. The Alabama Polytechnic Institute may remove from the land the
temporary improvements placed thereon by the Institute and the improvements shall
be removed in such a manner as to cause no damage or waste to the land.

4. This permit is subject to revocation at the will of the Secretary of
Agriculture or his duly authorized representative, and upon the giving of notice
of the revocation of the permit it shall become null and void.

Dated this ______ day of ___________________________1941.

UNITED STATES DEPARTMENT OF AGRICULTURE

By________________________
Secretary of Agriculture

COPY OF THE ORIGINAL DEED

WHEREAS, the United States of America, by and through the Bureau of Animal Industry
of the United States Department of Agriculture, is about to establish in the State
of Alabama a regional laboratory for the study of animal diseases, under authority
approved June 4, 1936; and

WHEREAS, the Alabama Polytechnic Institute has offered the lands hereinafter described,
located adjacent to the School of Veterinary Medicine, as a site for the construction
of the said laboratory, which offer has been accepted;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Alabama Polytechnic In-
stitute, a corporation existing under the Constitution and laws of the State of
Alabama, for and in consideration of the sum of One Dollar ($1) to it in hand paid
by the United States of America, the receipt whereof is hereby acknowledged, and
also in consideration of the acceptance of the lands hereinafter described as a
site for said laboratory, has granted, bargained, sold, conveyed and confirmed,
and by these presents does grant, bargain, sell, convey and confirm unto the United
States of America and its successors and assigns the following-described real estate,
all situated in Lee County, Alabama, to-wit:

Beginning at a point 337.0 feet N 00° 3' W of the SE corner of
section 25, T. 19 N. R. 25 E., St. Stephens Meridian; thence N
88° 21' W. 1500.8 feet to an iron stake; thence N 51° 30' W 409.6
feet to the easterly margin of the Auburn-Tuskegee road known as
"The Wire Road"; thence N 38° 30' E 1100.00 feet to an 18 inch
oak tree marking the NW corner of the property; thence N 89° 40'
E 1164.0 feet to a concrete angle corner (30.0 feet north and 37.0
feet west from the NW corner of the Veterinary Anatomy Building); thence
S 00° 3' E 1145.0 feet to the point of beginning:— bounded on the North
by lands of the C. A. Cary Estate; on the East and South by the lands
of the School of Veterinary Medicine, of the Alabama Polytechnic
Institute, and on the westerly side by "The Wire Road"—being and

And together therewith all and singular the water rights and other
rights, tenements, hereditaments and appurtenances thereunto belonging
or in anywise appertaining.
Subject only to the right of the Alabama Polytechnic Institute to use a private roadway, forty feet wide, extending across said lands, for access to and from the School of Veterinary Medicine located on lands south of said forty-acre tract, which roadway is to be subject to relocation, and the use thereof to be subject to regulation by the Secretary of Agriculture.

The said lands and the said roadway across the said lands are shown on the annexed plat.

TO HAVE AND TO HOLD the aforesaid premises to the United States of America, its successors and assigns, forever.

And the Alabama Polytechnic Institute, for itself and its successors and assigns, does hereby covenant with the said United States of America, its successors and assigns, that it is lawfully seized in fee of the aforesaid premises; that they are free from all encumbrances; that it has good right to sell and convey the same, and that it will warrant and defend the said premises to the said United States of America, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Alabama Polytechnic Institute has hereunto caused its name to be subscribed by its resident and its corporate seal to be hereunto affixed and attested by its Secretary pursuant to the authority from the Governor and State Superintendent of Education of Alabama and its trustees, a true copy of which is hereunto annexed.

WITNESS:

(Signed) R. B. Draughon

(Signed) Berta Dunn

ATTEST: (signature illegible)
Secretary

ALABAMA POLYTECHNIC INSTITUTE

By (signed) L. N. Duncan
President

GENERAL ACTS ALABAMA - Regular Session 1931
(pages 663 - 664)

No. 563)

AN ACT

To declare and make invalid all conveyances, leases, contracts of exchange, sales or other dispositions, for more than one year, or real estate hereafter made by any Department, Commission or other agency of the State of Alabama, unless approved in writing by the Governor.

Be it Enacted by the Legislature of Alabama:
Section 1. That all conveyances, leases, contracts of exchange, sales or other dispositions, for more than one year, of real estate hereafter made by any Department, Commission, or other agency of the State of Alabama, shall be invalid and void unless approved in writing by the Governor.

Section 2. That all laws, and parts of laws, in conflict with the provisions of this Act, be and the same are hereby repealed.

Section 3. That this Act shall go into effect immediately after approval by the Governor.

Approved July 23, 1931.

I, Bibb Graves, Governor of the State of Alabama, do hereby authorize and approve the sale and transfer of the tract of land described below by the Alabama Polytechnic Institute to the United States of America, all located in the County of Lee, State of Alabama:

Beginning at a point 337.0 feet N 00° 3' W of the SE corner of section 25, T. 19 N.R. 25 E., St. Stephens Meridian; thence N 30° 21' W. 1500.8 feet to an iron stake; thence N 51° 30' W 409.6 feet to the easterly margin of the Auburn-Tuskegee road known as "The Wire Road"; thence N 38° 30' E 1100.00 feet to an 18 inch oak tree marking the NW corner of the property; thence N 89° 40' E 1164.0 feet to a concrete angle corner (30.0 feet north and 37.0 feet west from the NW corner of the Veterinary Anatomy Building); thence S 00° 3' E 1145.0 feet to the point of beginning; bounded on the North by lands of the C. A. Cary Estate; on the East and South by the land of the School of Veterinary Medicine, of the Alabama Polytechnic Institute, and on the westerly side by "The Wire Road"—being and lying in the SE₄, section 25, T. 19 N. R. 25 E. St. Stephens Meridian.

s/ Bibb Graves
Bibb Graves, Governor State of Alabama

Subscribed and sworn to before me this 3 day of May, 1937.

s/ Mrs. T. B. Andrews
Notary Public

We, the undersigned members of the Board of Trustees of the Alabama Polytechnic Institute, do hereby authorize and instruct L. N. Duncan, president of said institute, to execute such agreement, or deed as may be desired by the Secretary of Agriculture of the United States of America for the following described plot of ground on which the Federal Government proposes to establish a Regional Research Laboratory for the study of the mechanism of infection in the contagious, infectious, and parasitic diseases of domestic animals and poultry, and methods of control:
Board Minutes
June 2, 1941

Beginning at a point 337.0 ft. N 00° 3' W of the SE corner of S 25 T 19R 25E St. Stephens Meridian; thence N 88° 21' W 1500.8 ft. to an iron stake; thence N 51° 30' W 409.6 ft. to the easterly margin of the Auburn-Tuskegee road known as "The Wire Road"; thence N 38° 30' E 1100.0 ft. to an 18 in. oak tree marking the NW corner of the property; thence N 89° 40' E 1164.0 ft. to a concrete angle corner 30.0 ft. north and 37.0 ft. west from the NW corner of the Veterinary Anatomy Building; thence S 00° 3' E 1145.0 ft. to the point of beginning-bounded on the North by lands of the C. A. Cary Estate; on the East and South by the lands of the School of Veterinary Medicine, and on the westerly side by "The Wire Road"- being and lying in the SE corner of S25 T19 R25 E St. Stephens Meridian.

The plat given with this description is a part of the deed and the reservation of the use of the road shown on said plat (40 ft. wide and extending from the NE corner to the SW corner) is reserved by the School of Veterinary Medicine for access to its lands on the South.

(Signed) Bibb Graves

Bibb Graves, Governor, State of Alabama Chairman and Ex-Officio member of the Board of Trustees.

(Signed) J. A. Keller

J. A. Keller, State Superintendent of Education and Ex-Officio member of the Board of Trustees.

(Signed) T. D. Samford

T. D. Samford, Member of Board of Trustees

April 12, 1937

(Also signed by the following members of the Board of Trustees: H. H. Conner, Victor H. Hanson, Francis W. Hare, H. D. Merrill, C. S. Culver, Paul S. Haley, George Blue, Robert K. Greene, Edward A. O'Neal.)

SUPPLEMENTAL AND CORRECTED DEED

WHEREAS, the United States of America, by and through the Bureau of Animal Industry of the United States Department of Agriculture, has established in the State of Alabama a regional laboratory for the study of animal diseases under authority of the act of Congress approved June 29, 1935, and the Agricultural Appropriation Act approved June 4, 1936; and,

WHEREAS, the Alabama Polytechnic Institute executed its deed to the United States of America to approximately 40 acres of land adjacent to the School of Veterinary Medicine, as a site for the construction of said laboratory, said deed being recorded on the 10th day of May 1937, in record book 223, at page 153-57 of the records of Lee County, Alabama; and,

WHEREAS, since the execution of said deed a resurvey has been made of the land and the description as given in said deed has been found to be erroneous; and,

WHEREAS, there was excepted from the said 40 acres of land the right of the Alabama Polytechnic Institute to use as a private roadway a strip of land 40 feet wide extending across said land for access to and from the School of Veterinary
Medicine located on lands south of the said 40-acre tract, which right-of-way is subject to relocation, and the use thereof to be subject to the regulations of the Secretary of Agriculture; and,

WHEREAS, it is the desire of the Alabama Polytechnic Institute and the United States of America that the incorrect description in the original deed shall be corrected as hereinafter described in this instrument; and,

WHEREAS, it is the desire of the Alabama Polytechnic Institute to convey to the United States of America all its right, title, and interest in the easement or right-of-way above described.

NOW, THEREFORE, Know All Men By These Presents, That the Alabama Polytechnic Institute, a corporation existing under the constitution and laws of the State of Alabama, for and in consideration of the sum of $1.00 to it paid in hand by the United States of America, the receipt whereof is hereby acknowledged, and also in consideration of the acceptance by the United States of America of the land hereinafter described, has granted, bargained, sold, conveyed and confirmed and by these presents does grant, bargain, sell, convey and confirm unto the United States of America and its assigns the following described real estate, all situated in Lee County, State of Alabama, to-wit:

Beginning at a point 336.1 feet N 0 degrees, 57 minutes W of the SE corner of Section 25, T. 19 N. R. 25 E., St. Stephens, Meridian; thence N 89 degrees, 50 minutes W, 1505.3 feet; thence N 53 degrees, 18 minutes ', 409.6 feet to the easterly margin of the Auburn-Tuskegee Road known as "The Wire Road;" thence N 36 degrees, 15 minutes E, 1101.2 feet, along said easterly margin of "The Wire Road;" thence N 89 degrees, 40 minutes E, 1164.0 feet to a concrete angle corner (30.0 feet N and 37.0 feet W from the NW corner of the Veterinary Anatomy Building); thence S 0 degrees, 57 minutes E, 1144.2 feet, to the point of beginning.

And together therewith all and singular the water rights and other rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid granted premises to the United States of America and its assigns forever.

And the Alabama Polytechnic Institute, for itself and its successors and assigns, does hereby covenant with the said United States of America, its successors and assigns, that it is lawfully seized in fee of the aforesaid premises; that the lands are free from all encumbrances; that it has good right to sell and convey same; and that it will warrant and defend the same premises to the said United States of America and its assigns forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Alabama Polytechnic Institute has hereunto caused its name to be subscribed by its President and its corporate seal to be hereunto affixed and attested by its Secretary, pursuant to the authority of the Governor of the State Superintendent of Education of Alabama and its Trustees, a true copy of which is hereunto annexed, on this ______ day of ___________________________, 1940.

ALABAMA POLYTECHNIC INSTITUTE
By /s/ L. N. Duncan, President
STATE OF ALABAMA
COUNTY OF LEE

I, ____________________________________________, a Notary Public in and for said County, in said State, hereby certify that ____________________________, whose name as President of the Alabama Polytechnic Institute, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this _____ day of ______________, 1940.

__________________________________________
Notary Public

My commission expires _______________________

We, the members of the Board of Trustees of the Alabama Polytechnic Institute, do hereby authorize and instruct L. N. Duncan, president of said institute, to execute such agreement, or deed as may be desired by the Secretary of Agriculture of the United States of America for the following described plot of ground on which the Federal Government proposes to establish a Regional Research Laboratory for the study of the mechanism of infection in the contagious, infectious, and parasitic diseases of domestic animals and poultry, and methods of control:

Beginning at a point 336.1 feet N 0 degrees, 57 minutes W of the SE corner of Section 25, T 19 N. R. 25 E., St. Stephens, Meridian; thence N 89 degrees, 50 minutes W, 1505.3 feet; thence N 53 degrees, 18 minutes W, 409.6 feet to the easterly margin of the Auburn-Tuskegee Road known as "The Wire Road;" thence N 36 degrees, 15 minutes E, 1101.2 feet, along said easterly margin of "The Wire Road;" thence N 89 degrees, 40 minutes E, 1164.0 feet to a concrete angle corner (30.0 feet N and 37.0 feet W from the NW corner of the Veterinary Anatomy Building); thence S 0 degrees, 57 minutes E, 1144.2 feet, to the point of beginning.

__________________________________________
Governor, State of Alabama Chairman and
Ex-Officio member of the Board of Trustees.

__________________________________________
State Superintendent of Education and
Ex-Officio member of the Board of Trustees.

(Also the following members of the Board of Trustees signed the above: H. D. Merrill, C. S. Culver, Paul S. Haley, George Blue, Robt. K. Greene, Edward A. O'Neal, S. L. Toomer, Victor H. Hanson, Francis W. Hare, T. D. Samford.)

I, ____________________________________________, Governor of the State of Alabama, do hereby authorize
and approve the sale and transfer of the tract of land described below by
the Alabama Polytechnic Institute to the United States of America, all located
in the County of Lee, State of Alabama:

Beginning at a point 336.1 feet N 0 degrees, 57 minutes W
of the SE corner of Section 25, T. 19 N, R. 25 E., St. Stephens,
Meridian; thence N 89 degrees, 50 minutes W, 1505.3 feet; thence
N 53 degrees, 18 minutes W, 409.6 feet to the easterly margin of
the Auburn-Tuskegee Road known as "The Wire Road;" thence N 36
degrees, 15 minutes E, 1101.2 feet, along said easterly margin
of "The Wire Road;" thence N 39 degrees, 40 minutes E, 1164.0
feet to a concrete angle corner (30.0 feet N and 37.0 feet W from
the NW corner of the Veterinary Anatomy Building); thence S 0
degrees, 57 minutes E, 1144.2 feet, to the point of beginning.

__________________________
Governor, State of Alabama

Subscribed and sworn to before me this ___ day of ____________

__________________________
Notary Public

Upon motion by V. H. Hanson, seconded by R. K. Greene, and unanimous vote of
the members present, the following resolution was adopted:

RESOLUTION NO. 10

STATE HOG CHOLERA SERUM PLANT INTO A DIAGNOSTIC LABORATORY

WHEREAS, it is no longer feasible or practicable to manufacture hog cholera
serum, etc., as the expense of production is prohibitive for the volume needed
for distribution, and

WHEREAS, it has been the practice for several years to keep on hand hog cholera
serum and virus for distribution rather than to manufacture it,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees that
President L. N. Duncan be and he is hereby authorized to convert
the State Hog Cholera Serum Plant into a Diagnostic Laboratory for
conducting agglutination tests for diagnoses of Bang's disease in
cooperation with the Federal Bureau of Animal Industry and for the
diagnoses and investigation of infectious diseases of domestic
animals, and

BE IT FURTHER RESOLVED that this work be conducted under the direction
of the Dean of the Veterinary School and State Veterinarian on funds
for operation and maintenance to be provided by the State Board of
Agriculture and Industries as provided for in the Agricultural Code
of 1927.
WOMEN'S DORMITORY: After some discussion about the building of a Women's Dormitory, Mr. Hanson suggested that a resolution be passed to build a duplicate of what we have and build half of it not and the other later. It was finally agreed that the first unit of a duplicate of the quadrangle now built be approved to be placed where ultimately the whole unit can be built.

The following resolution was then proposed by V. H. Hanson and read in full:

RESOLUTION NO. 11


BE IT RESOLVED by the Board of Trustees of the Alabama Polytechnic Institute that:

1. There shall be constructed at Auburn, Alabama, by the Board of Trustees of the Alabama Polytechnic Institute (herein called "the Board") a building, including the necessary equipment therefor (herein called the "project"), intended to be used as a dormitory, substantially as contemplated by the plans and specifications therefor prepared by the Department of Architecture, Alabama Polytechnic Institute, and now on file with the Secretary of the Board.

2. In order to provide for payment of the cost of construction of the Project, there shall be issued One Hundred Thousand Dollars ($100,000) bonds of the Alabama Polytechnic Institute (herein called the "bonds"), each designated "Alabama Polytechnic Institute at Auburn, Alabama,___% Building Revenue Bond of 1941. Series "A", dated as of ___________ 1941, of the denomination of $1,000, to be numbered from one to one hundred consecutively, bearing interest at the rate of ______ per centum (_______%) per annum, first interest payable on ______________ 1942 and semiannually thereafter on the first days of _______ and _______ in each year. Both principal and interest, as well as any premium thereon in case of the redemption prior to maturity, are payable at the office of the Treasurer of the Alabama Polytechnic Institute in the City of Auburn, Alabama, or, at the option of the holder, at the principal office of The Chase National Bank of the City of New York in the City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, said bonds maturing serially on _______ in years and amounts and numbered as follows:
Said Bonds shall be executed by the signature of the President of the Institute and by the impression of the seal of the Institute attested by the Secretary; and the interest coupons thereto annexed shall be executed by the facsimile signature appearing on each of the coupons annexed to such Bonds. The Bonds, together with the interest thereon, shall be payable only from "1941 Revenue Bond, Series "A", Principal and Interest Fund" hereinafter created for the exclusive benefit of the holder or holders from time to time of the Bonds and the appurtenant coupons, and shall be secured by an exclusive first lien upon and pledge of an amount of the net revenues derived from facilities afforded by the Project and shall be further secured by an exclusive first lien upon and pledge of proceeds of a dining hall fee of two dollars per month per student from a minimum of 400 students for not less than nine months in each year, sufficient to pay such bonds together with the interest thereon, as and when the same become due, and to provide and maintain a reasonable reserve therefor (net revenues being herein defined as gross revenues after deducting therefrom only the reasonable expenses of operation and maintenance of the Project). The Bonds shall not constitute an obligation of the State of Alabama and shall not be payable out of any moneys appropriated by the State of Alabama.

Said Bonds shall be redeemable prior to maturity at the option of the Institute on any interest payment date, in whole or in part, in the reverse order of maturities (selection as between Bonds of the same maturity to be made by the Secretary by lot) at a price per Bond (herein called the "Redemption Price") equal to the principal amount thereof, plus interest accrued thereon to the redemption date, together with a redemption premium of one-fourth of one per centum (1/4 of 1%) of such principal amount for each 12 month period or fraction thereof from the redemption date to the stated date of maturity thereof, provided, however, that such redemption premium shall in no event exceed five per centum (5%) of such principal amount, upon notice to be given by registered mail, return receipt requested, postage prepaid, sent to all of the registered holders of Bonds to be redeemed at their last known addresses as such addresses appear on the bond register, at least thirty (30) and not more than forty-five (45) days prior to the redemption date, and, unless all of the bonds to be redeemed are registered, also by publication once in each of four (4) consecutive calendar weeks prior to the redemption date in a daily newspaper published and of general circulation in the City of Birmingham, Alabama, the first such publication to be not less than thirty (30) nor more than forty-five (45) days before such redemption date. If any bond shall be called for redemption, interest thereon shall cease to accrue from

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and after the redemption date, provided the Institute shall have deposited with the redemption agent prior to the date fixed for redemption sufficient funds to pay the Redemption Price. All bonds so redeemed shall be cancelled and no additional bonds shall be issued in lieu thereof. Nothing herein shall be construed so as to restrict the issuance of refunding bonds.

4. The Bonds and Coupons shall be in substantially the following forms:

(Bond Form)

No. 

UNITED STATES OF AMERICA
STATE OF ALABAMA
ALABAMA POLYTECHNIC INSTITUTE AT AUBURN,

% BUILDING REVENUE BOND OF 1941

SERIES "A"

Alabama Polytechnic Institute for value received, hereby promises to pay to the bearer, or, if this bond be registered, to the registered holder, but only from the revenues hereinafter referred to, the principal sum of

ONE THOUSAND DOLLARS ($1,000)

on the first day of , 19 , unless this bond shall have been duly called for prior redemption and payment of the redemption price made or provided for, and to pay interest on said sum, likewise only from the revenues hereinafter referred to, from the date hereof at the rate of % per centum per annum, payable on , and semiannually thereafter on the first days of and in each year until the principal sum hereof shall have been paid, but until maturity hereof only, upon presentation and surrender of the annexed interest coupons as they severally mature. Both principal and interest, as well as any premium hereon in case of the redemption hereof prior to maturity, are payable at the office of the Treasurer of the Alabama Polytechnic Institute in the City of Auburn, Alabama, or, at the option of the holder, at the principal office of The Chase National Bank of the City of New York in the City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

This Bond is one of a duly authorized issue of bonds, limited in aggregate principal amount to $100,000, all of like date and tenor, except as to number and maturity, authorized to defray the cost of constructing a building including necessary equipment (herein called the "Project"), intended to be used as a dormitory at the Alabama Polytechnic Institute at Auburn, Alabama, pursuant to and in full compliance with the Constitution and Laws of the State of Alabama, including particularly Act No. 497 of the General Acts of Alabama, Regular Session, 1935 as amended by Act No. 6 of the General Acts of Alabama, Special Session, 1939.

The principal of and interest on this bond are payable solely from and secured by an exclusive first lien upon and pledge of an amount of the net revenues derived from facilities afforded by the Project and are further secured by an exclusive first lien upon and pledge of proceeds of a dining hall fee of two dollars per month per student from a minimum of 400 students for not less than nine months in each year sufficient to pay such principal and interest, as and when the same
mature, and to provide and maintain a reasonable reserve therefor (net revenues being herein defined as gross revenues after deducting therefrom only the reasonable expenses of operation and maintenance of the Project). This bond shall not constitute an obligation of the State of Alabama and shall never be payable from any funds appropriated by the State of Alabama.

The Alabama Polytechnic Institute hereby covenants that, so long as this Bond and the issue of which it is one are outstanding, it will establish and enforce such parietal rules and regulations as will insure the maximum use of the Project, provided however these rules and regulations shall in no way conflict with the previous similar covenant made to the presently outstanding portion of the issue of The Alabama Polytechnic Institute Building Revenue Bonds of 1939, affecting The "Second Project" as defined in Item 2 of Section 1 of resolution adopted by Board of Trustees of The Alabama Polytechnic Institute on May 19, 1939, and will charge and collect such fees or charges as will be sufficient at all times to pay the reasonable expenses of operation and maintenance of the Project and to pay the principal of and interest on this bond and the issue of which it is one, as and when the same mature, and to provide and maintain a reasonable reserve therefor.

This bond and the issue of which it is one are subject to redemption prior to maturity at the option of the Alabama Polytechnic Institute upon any interest payment date, in whole or in part, in the reverse order of maturities (selection as between bonds of the same maturity to be made by the Secretary by lot), at a price per bond equal to the principal amount thereof, plus interest accrued thereon to the redemption date, together with a redemption premium of one-fourth of one per centum (\(\frac{1}{4}\) of 1\%) of the principal amount for each 12 month period or fraction thereof from the redemption date to the stated date of maturity thereof, provided, however, that such redemption premium shall in no event exceed five per centum (5\%) of such principal amount, upon notice to be given by registered mail, return receipt requested, postage prepaid, sent to all registered holders of bonds to be redeemed at their last known addresses appearing on the bond register, at least thirty (30) and not more than forty-five (45) days prior to the redemption date, and, unless all of the bonds to be redeemed are registered, also by publication once in each of four (4) consecutive calendar weeks prior to the redemption date in a daily newspaper published and of general circulation in the City of Birmingham, Alabama, the first such publication to be not less than thirty (30) nor more than forty-five (45) days prior to the redemption date. If this bond shall be called for redemption, interest shall cease to accrue thereon from and after the redemption date, provided the Alabama Polytechnic Institute shall have deposited with the redemption agent prior to the date fixed for redemption sufficient funds to pay the redemption price.

This bond may be registered as to principal by the holder in his name on the books of the Alabama Polytechnic Institute, and such registration noted thereon by the Secretary after which no transfer of this bond shall be valid unless made on said books by the registered owner in person or by attorney and similarly noted on this bond. But this bond may be discharged from registry by registered transfer to bearer and thereupon transferability by delivery shall be restored, although this bond may be registered again as before. Registration of this bond shall not affect the negotiability of the coupons appertaining thereto, which shall continue to be transferable by delivery merely and shall remain payable to bearer.
This bond and the coupons attached hereto are issued upon the following terms and conditions, to all of which the holder and owner hereof consents and agrees:

(a) Title to this bond, unless this bond be registered as herein provided, and the coupons attached hereto, may be transferred by delivery in the same manner as a negotiable instrument payable to bearer; and

(b) Any person in possession of this bond, unless this bond be registered as herein provided, or of the coupons attached hereto, regardless of the manner in which he shall have acquired possession, is hereby authorized to represent himself as the absolute owner thereof, and is hereby granted power to transfer absolute title thereto by delivery thereof to a bona fide purchaser, that is, to anyone who shall purchase the same for value (present or antecedent) without notice of prior defense or equities or claim of ownership enforceable against his transferor; every prior holder or owner of this bond, unless this bond be registered as herein provided, and of the coupons attached hereto, waives and renounces all of his equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby; and

(c) The Alabama Polytechnic Institute may treat the bearer of this bond, unless this bond be registered as herein provided or of the coupons attached thereto, as the absolute owner thereof for all purposes, without being affected by any notice to the contrary.

It is hereby CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and Laws of the State of Alabama to exist, happen and be performed precedent to and in the issuance of this bond, and the issue of which it is one, do exist, have happened and have been performed in due time, form and manner, and this bond, together with all other obligations of the Alabama Polytechnic Institute, does not exceed any limitation prescribed by the Constitution, the Codes or any General or Local Laws of the State of Alabama.

IN WITNESS WHEREOF, the Alabama Polytechnic Institute has caused this bond to be executed in its behalf by the signature of its President and by the affixing hereunto of its official seal attested by its Secretary, and the coupons hereto annexed to be executed with the facsimile signature of its President, who by the signing hereof does adopt as and for his signature the facsimile signature appearing on each of the said coupons, all as of the first day of ________________.

ALABAMA POLYTECHNIC INSTITUTE

By ____________________________  
Its President

ATTEST:

_____________________________  
Secretary
(Form of Coupon)

Coupon No. _______ $ _________

On__________, 19__ (unless the bond hereinafter mentioned shall have been called for prior redemption and the payment of the redemption price made or provided for) the Alabama Polytechnic Institute will pay to bearer upon surrender hereof, only from the revenue referred to in said bond, the sum of__________ Dollars ($________) at the office of the Treasurer of the Alabama Polytechnic Institute in the City of Auburn, Alabama, or, at the option of the holder, at the principal office of The Chase National Bank of the City of New York in the City and State of New York, in such coin or currency of the United States of America as at the time of payment thereof shall be legal tender for the payment of public and private debts being six months' interest then due on its Alabama Polytechnic Institute _______% Building Revenue Bond of 1941, Series A, No.__________.

---

President

(Form of Registration Certificate)

The within bond has been registered as to principal by the Secretary of the Alabama Polytechnic Institute as registrar, in the name of the last holder named below, and the principal amount of said bond shall be payable to such holder only, unless the last registration shall be to bearer.

Date of Registration          Registered Holder          Signature of Registrar

_________________________    ______________________   ______________________

---

5. (a) The Project shall be operated on a fiscal year basis which shall be commensurate with the fiscal year of the Institute and on such basis any and all gross income and revenue derived from facilities afforded by the Project and proceeds of the charge of a dining hall fee of $2.00 per month per student from a minimum of 400 students for not less than nine months in each year shall immediately upon receipt thereof be placed in a separate and special fund called the "1941 Series A Revenue Fund" (hereinafter called the "Revenue Fund").

(b) There shall be and there is hereby created a fund to be known as the "1941 Series A Operation and Maintenance Fund" (hereinafter called the "Operation and Maintenance Fund") into which there shall be set aside from the moneys in the Revenue Fund such amounts as shall be sufficient to provide for the payment of the reasonable and necessary expenses of operating and maintaining said Project, including the cost of adequate insurance thereon.

(c) There shall be and there is hereby created a fund to be known as "1941 Revenue Bond Series A Principal and Interest Payment Fund" (hereinafter called the "Bond Fund") into which there shall be set aside from the funds in the Revenue Fund, after providing for the Operation and Maintenance Fund as aforesaid, such amounts as will be sufficient to pay the interest on and the principal of the Bonds, as and when such interest and principal become due and payable, and to maintain a reasonable reserve therefor, and it is hereby determined that the amounts nec-
(d) There shall be paid from said Revenue Fund, comprising any and all gross incomes and revenues derived from facilities afforded by the Project together with proceeds of the charge of a dining hall fee of $2.00 per month per student from a minimum of 400 students for not less than nine months in each year, into said Bond Fund such amounts as will be necessary to pay the principal and interest requirements on said Bonds on the next ensuing interest or Bond maturity date, plus an additional amount of twenty per centum (20%) of the then current principal and interest requirements for so long a time as is necessary to create a surplus (hereinafter called the "Bond Reserve") equal to the principal and interest requirements on the outstanding bonds for the next succeeding two years; provided, however, that no further payments shall be made into said Bond Fund when the amount held therein, including the Bond Reserve, equals the entire principal amount of Bonds then outstanding, plus the amount of interest then due or thereafter to become due on said bonds. Any moneys at any time paid into the Bond Fund shall be held by the Institute, in trust for the benefit of the holders, from time to time, of the Bonds and appurtenant coupons, and the Institute shall not have any beneficial right or interest in such moneys.

(e) The payments hereinabove directed to be made into the Operation and Maintenance Fund and the Bond Fund shall be made in approximately equal monthly installments from the Revenue Fund on the first day of each month, except when the first day of any month shall be on a Sunday or a legal holiday, in which event such payments shall be made on the next succeeding business day.

(f) If in any month for any reason the full amount required by (d) hereof shall not be paid into the Bond Fund, any deficiency shall be added to the amount required to be paid into said Bond Fund in the next succeeding month. If for any reason the money in the Revenue Fund shall be insufficient to make such payments into said Bond Fund as aforesaid, during any fiscal year, any sums then held in the Bond Reserve shall be used for the payment of any portion of the interest on and the principal of Bonds becoming due in such fiscal year, on which Bonds there will otherwise be a default, but such Bond Reserve shall be reimbursed therefor from the first available moneys in the Revenue Fund within the following year or years in excess of the required payment for the then current fiscal year.

(g) All moneys held in the Bond Fund, including the Bond Reserve, shall be deposited in a bank or banks which are members of the Federal Reserve System and the Federal Deposit Insurance Corporation. The moneys held in the Bond Reserve in excess of the amount insured by the Federal Deposit Insurance Corporation shall be continuously secured by pledge, by the depository bank or banks, of direct or fully guaranteed obligations of the United States of America, which pledged obligations shall at all times be at least equal in market value to the amount of the moneys in the Bond Reserve; except that all or part of the moneys held in the Bond Reserve may be invested and re-invested in direct or fully guaranteed obligations of the United States of America, provided, however, that the Institute shall sell a sufficient amount of such obligations in the event that it shall be necessary to draw upon said Bond Reserve.

(h) The Bond Fund including the Bond Reserve, hereinabove created and described, shall be used solely and only for the purpose of paying the principal of and interest on the bonds and redemption premiums and is hereby irrevocably pledged for that purpose and shall be used for no other purpose whatsoever.
(i) After providing amounts sufficient to meet the requirements as hereinabove stipulated for the Operation and Maintenance Fund and for the Bond Fund, the remainder of the moneys in the Revenue Fund at the close of any fiscal year may be used by the Board for any lawful purpose.

6. All monies received from any bonds issued pursuant hereto, exclusive of accrued interest, shall be applied solely for the construction of the Project, as herein authorized, provided that such proceeds, together with all sums received as accrued interest of said bonds shall be used also to pay interest on said bonds during the period of construction of the Project.

7. While any of the Bonds or appurtenant coupons remain outstanding and unpaid, the fees and charges fixed and collected for facilities afforded by the Project together with dining hall fees to be charged and collected of $2.00 per month per student from a minimum of 400 students for not less than nine months in each year, including any facilities afforded to the Alabama Polytechnic Institute at Auburn, Alabama, shall be reasonable and just, taking into account and consideration the cost and value of the Project, the cost of maintaining and operating the same, the amounts necessary for the retirement of all outstanding Bonds and the payment of accruing interest thereon, including the Bond Reserve requirements; and the Alabama Polytechnic Institute hereby covenants and agrees with the holder or holders from time to time of the Bonds that it will fix and charge a reasonable and adequate fee to be collected from each occupant of or resident in the Project and it will charge and collect a dining hall fee of $2.00 per month per student from a minimum of 400 students for not less than nine months in each year which fees shall be collected in advance at suitable intervals and the total proceeds of such fees shall be sufficient in the aggregate each year to pay the operating and maintenance expenses of the Project, to pay debt service on the Bonds outstanding including the Bond Reserve, and to meet in all respects the requirements of this resolution.

8. The Alabama Polytechnic Institute hereby covenants and agrees with the holder or holders of the Bonds that so long as any of the Bonds or appurtenant coupons remain outstanding and unpaid it will establish and enforce such parietal rules and regulations as will insure maximum occupancy of the Project, provided, however, these rules and regulations shall in no way conflict with the previous similar covenant made to the presently outstanding portion of the issue of The Alabama Polytechnic Institute Building Revenue Bonds of 1939, affecting the "Second Project" as defined in Item (2) of Section 1 of resolution adopted by Board of Trustees of The Alabama Polytechnic Institute on May 19, 1939, in preference to any other similar facilities, present or future, of the Board and that it will notify the students at Alabama Polytechnic Institute at Auburn, Alabama by posting and by publication of such parietal rules and regulations in the annual catalogue.

9. (a) The Alabama Polytechnic Institute hereby further covenants and agrees with the holder or holders of the Bonds that it will faithfully and punctually perform all duties with reference to the Project required by this resolution and by the Constitution and Laws of the State of Alabama, including the fixing and collection of fees and charges for facilities afforded by the Project and the charging and collection of a dining hall fee of $2.00 per month per student from a minimum of 400 students for not less than nine months in each year in sufficient amounts to meet the requirements of this resolution and it will segregate the income and revenues of the Project in the respective funds created by this resolution.
(b) The Alabama Polytechnic Institute hereby further covenants, binds and obligates itself not to sell, lease, mortgage or in any manner dispose of any substantial portion of the Project until all of the Bonds issued have been paid in full, both as to principal and interest or unless and until provision shall have been made for the payment of said Bonds and the interest thereon in full.

(c) The Alabama Polytechnic Institute hereby further covenants and agrees with the holder or holders of the Bonds to maintain the Project in good condition and to operate such Project continuously so long as the principal of and the interest on any of the Bonds remain outstanding and unpaid.

10. The Bonds from time to time outstanding shall not be entitled to priority one over the other in the application of the revenues of the Project, it being the intention of the Alabama Polytechnic Institute that there shall be no priority among the Bonds, regardless of the fact that they may actually be issued and delivered at different times.

11. While any of the Bonds are outstanding, the Alabama Polytechnic Institute shall not issue any additional Bonds payable from the revenues of the Project and also no future Bonds may be issued payable from dining hall fees pledged herein unless the lien of such additional bonds on such revenues is made junior and subordinate in all respects to the lien on Bonds herein authorized.

12. So long as any of said Bonds are outstanding the Alabama Polytechnic Institute covenants to:

(a) Maintain insurance on said Project for the benefit of the holders of the Bonds of kinds and in amounts such as usually would be carried by a college or university on buildings of similar character, and pay the cost of such insurance from the Operation and Maintenance Fund; and the holders of a majority in principal amount of the Bonds at any time outstanding shall have the right to require the Alabama Polytechnic Institute to maintain insurance in such amounts and against such risks as are usually subject to insurance and as they may deem necessary for the protection of their interests as bond-holders;

(b) Keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the Project;

(c) Furnish to the original purchaser of the Bonds, and to any holder of any of said Bonds at the written request of such holder, not more than thirty days after the close of each six months' fiscal period, operating and income statements of the Project in reasonable detail covering such six months' period, and, not more than sixty days after the close of each fiscal year, complete financial statements of the Project, in reasonable detail, covering such fiscal year, certified as correct by competent auditors; and

(d) Grant to any holder or holders of ten per cent (10%) of the Bonds then outstanding the right at all reasonable times to inspect the said Project and all records, accounts and data relating thereto.
13. The failure to perform any of the covenants and conditions of this resolution shall be construed and is hereby defined as a default and in the event of such default any holder or holders of the Bonds, in addition to all other rights, shall have the right by mandamus or other lawful remedy in any court of competent jurisdiction to enforce his or their rights against the Alabama Polytechnic Institute and any officer, agent or employee, thereof including but not limited to the right to require the Alabama Polytechnic Institute, its officers, agents or employees, to fix and collect fees, rents or other charges in connection with the project so that the revenues of the Project herein pledged shall be sufficient to meet the provisions of this resolution, and to require the Alabama Polytechnic Institute and any officer, agent or employee of the Alabama Polytechnic Institute to carry out any other covenants of this resolution and to perform its or their duties under this resolution and under Act No. 497 of the General Acts of Alabama, Regular Session, 1935, as amended by Act No. 6 of the General Acts of Alabama, Special Session, 1939.

14. The provisions of this resolution shall constitute a contract between the Alabama Polytechnic Institute and the holder or holders from time to time of the Bonds.

15. All of the Bonds hereby authorized shall be awarded to the highest bidder and the President of the Alabama Polytechnic Institute or the Executive Committee of the Board of Trustees of the Institute is hereby authorized and empowered to sell and to instruct the Treasurer of the Alabama Polytechnic Institute in Auburn, Alabama to deliver said bonds to the purchaser thereof upon payment therefor.

16. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

17. All resolutions or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

18. This resolution shall take effect from and after its passage.

Passed by the Board of Trustees and approved by its President this 2nd day of June, 1941.

[Signature]
President

(SEAL)

Attest:

[Signature]
Secretary
Following the reading of the foregoing resolution, A. H. Collins seconded the motion that it be adopted. After discussion, a vote was taken, and the motion carried with the following voting aye: Messrs. Frank M. Dixon, A. H. Collins, C. S. Culver, Robt. K. Greene, Paul S. Haley, Victor H. Hanson, F. W. Hare, T. D. Samford, S. L. Toomer.

and the following voting nay: NONE

The President declared the motion carried and the resolution adopted as read.

The following resolution was then proposed by V. H. Hanson and read in full:

**RESOLUTION NO. 12**

A RESOLUTION FIXING AND DETERMINING THE FEES AND RENTALS TO BE CHARGED FOR THE FACILITIES AFFORDED BY A DORMITORY BUILDING TO BE CONSTRUCTED AT THE ALABAMA POLYTECHNIC INSTITUTE AT AUBURN, ALABAMA, AND FINANCED BY THE ISSUANCE OF BONDS IN ACCORDANCE WITH ACT NO. 497 OF THE GENERAL ACTS OF ALABAMA, REGULAR SESSION, 1935, AS AMENDED BY ACT NO. 6 OF THE GENERAL ACTS OF ALABAMA, SPECIAL SESSION OF 1939.

WHEREAS, The Board of Trustees of the Alabama Polytechnic Institute will construct a building at Auburn, Alabama, intended to be used as a dormitory with funds provided by the sale of $100,000 Alabama Polytechnic Institute at Auburn Building Revenue Bonds of 1941, Series A dated 1941, as previously provided, and

WHEREAS, it is necessary that the rentals to be charged for the use of the facilities afforded by such building be established

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees of The Alabama Polytechnic Institute, that

Section 1. There shall be paid by each occupant of the dormitory to be constructed and each student using the existing dining hall facilities pursuant to a resolution duly adopted by the Board of Trustees of The Alabama Polytechnic Institute on the 2nd day of June, 1941, entitled:

and The Alabama Polytechnic Institute shall collect and pay into a separate and special fund designated as The Alabama Polytechnic Institute at Auburn, Alabama, "Building Revenue Fund, Series 1941A" created by the above entitled resolution and passed by the Board of Trustees of The Alabama Polytechnic Institute on the 2nd day of June 1941 the following rentals and fees:

(1) There shall be paid by each occupant of the dormitory to be constructed pursuant to said resolution rentals which shall amount to the sum of $8.00 per month per student living in said dormitory based on nine months occupancy.

(2) The Alabama Polytechnic Institute will pledge to collect and pay into this special fund a fee to be collected from each of 400 students (or more) using the existing dining room facilities at the rate of $2.00 per month per student based on nine months usage.

(3) The Alabama Polytechnic Institute will also collect and pay into said fund an annual rental from the two units of Sorority rooms in the basement of the building at the rate of $270.00 per year for each unit.

Section 2. The foregoing rentals and fees shall become effective at the beginning of the first month following the completion of the project.

Section 3. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect the remaining portion of this resolution.

Section 4. All resolutions or parts thereof in conflict with this resolution are, to the extent of such conflict, hereby repealed.

Section 5. This resolution shall take effect from and after its passage by the Board of Trustees of the Alabama Polytechnic Institute.

Passed by the Board of Trustees of the Alabama Polytechnic Institute and approved by its President this 2nd day of June, 1941.

[Signature]
President

(SEAL)

ATTEST:

[Signature]
Secretary

Following the reading of the foregoing resolution, A. H. Collins seconded the motion that it be adopted. After discussion, a vote was taken, and the motion carried with the following voting aye: Messrs. Frank M. Dixon, A. H. Collins, C. S. Culver, Robt. K. Greene, Paul S. Haley, Victor H. Hanson, F. W. Hare, T. D. Samford, S. L. Toomer,

And the following voting nay: NONE

The President declared the motion carried and the resolution adopted as read. He thereupon signed said resolution in approval thereof.
The following resolution was then proposed by V. H. Hanson and read in full:

RESOLUTION NO. 13

A RESOLUTION ESTABLISHING PARIETAL RULES AND REGULATIONS TO INSURE MAXIMUM OCCUPANCY OF THE DORMITORY BUILDING TO BE CONSTRUCTED AT THE ALABAMA POLYTECHNIC INSTITUTE AT AUBURN, ALABAMA.

WHEREAS, on the 2nd day of June, 1941, the Board of Trustees of The Alabama Polytechnic Institute adopted a resolution authorizing the issuance of $100,000 Alabama Polytechnic Institute at Auburn, Alabama % Building Revenue Bonds of 1941, Series A, and covenanted and agreed in said resolution to establish and enforce such parietal rules and regulations as would insure maximum occupancy of the project in preference to any other similar facilities, present or future, of the Alabama Polytechnic Institute at Auburn, (hereinafter called the Institute), provided, however, that such rules and regulations shall in no way conflict with the previous similar covenant made to the presently outstanding portion of the issue of The Alabama Polytechnic Institute Building Revenue Bonds of 1939, affecting the "Second Project" as defined in Item (2) of Section 1 of resolution adopted by Board of Trustees of The Alabama Polytechnic Institute on May 19, 1939, and to notify the students by publication of such parietal rules and regulations in the annual catalogue; and

WHEREAS, it is now proper that rules and regulations to comply with this covenant be adopted and placed in full force and effect:

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees of The Alabama Polytechnic Institute:

Section 1. That in the event that more space is or shall be available in the dormitory facilities of The Alabama Polytechnic Institute at Auburn, Alabama, than is required by students applying for accommodations in said dormitory facilities, the Administrative Officers of the Alabama Polytechnic Institute are hereby directed to give preference and priority to the use of the dormitory to be constructed to the end that all space in said dormitory shall be occupied even if such preference shall result in the non-use of all or a part of the space which may be available in any other dormitory or dormitories which may be maintained by the Alabama Polytechnic Institute, excepting those dormitory facilities for which parietal rules have previously been adopted (specifically covered by the Alabama Polytechnic Institute Building Revenue Bonds, of 1939).

Section 2. This dormitory is to be occupied by female students; but it is further provided that if after enforcing parietal rules of maximum occupancy it should be found impossible to fill said dormitory beyond a minimum of fifty per cent (50%) occupancy, then in that event it shall be mandatory upon the Institute Authorities to
convert said dormitory into occupancy by male students, in which event parietal rules must be enforced to insure one hundred per cent (100%) occupancy from any and all male students at the Institute, for whom there will not exist dormitory facilities requiring such occupancy.

Section 3. The rules prescribed in this resolution shall remain in full force and effect while any of the bonds or interest thereon issued to aid in financing the construction of the project and designated as Alabama Polytechnic Institute Building Revenue Bond of 1941, Series A, dated remain outstanding and unpaid.

Section 4. The rules prescribed in this resolution shall be effective from and after its adoption and the President and Faculty of the Institute are hereby directed to incorporate a substantial copy of this resolution in the catalogue next to be published, prescribing the terms of admission and the conduct of the students of said Institute, and in each succeeding catalogue while said bonds, or any of them, or interest thereon, shall remain outstanding and unpaid.

Passed by the Board of Trustees of The Alabama Polytechnic Institute and approved by its President, this 2nd day of June, 1941.

[Signature]
President

(SEAL)

ATTEST:

[Signature]
Secretary

Following the reading of the foregoing resolution, A. H. Collins seconded the motion that it be adopted. After discussion, a vote was taken, and the motion carried with the following voting aye: Messrs. Frank M. Dixon, A. H. Collins, C. S. Culver, Robt. K. Greene, Paul S. Haley, Victor H. Hanson, F. W. Hare, T. D. Samford, S. L. Toomer.

And the following voting nay: NONE

The President declared the motion carried and the resolution adopted as read. He thereupon signed said resolution in approval thereof.
The following resolution was then proposed by V. H. Hanson and read in full:

RESOLUTION NO. 14


BE IT RESOLVED BY the Board of Trustees of the Alabama Polytechnic Institute that:

1. There shall be constructed at Auburn, Alabama, by the Board of Trustees of the Alabama Polytechnic Institute (herein called "the Board") a building, intended to be used as a boys' dormitory, including the necessary equipment therefor, a swimming pool and bathhouse, including the necessary equipment therefor, and beautification of grounds (herein called the "Project"), substantially as contemplated by the plans and specifications therefor prepared by the Department of Architecture, Alabama Polytechnic Institute, and now on file with the Secretary of the Board.

2. In order to provide for payment of the cost of construction of the Project, there shall be issued One Hundred Thousand Dollars ($100,000) bonds of the Alabama Polytechnic Institute (herein called the "bonds"), each designated "Alabama Polytechnic Institute at Auburn, Alabama, % Building Revenue Bond of 1941. Series B", dated as of ___________ 1941, of the denomination of $1,000, to be numbered from one to one hundred consecutively, bearing interest at the rate of ___ per centum (%) per annum, first interest payable on ___________ 1942 and semiannually thereafter on the first days of and ______ in each year. Both principal and interest, as well as any premium thereon in case of the redemption prior to maturity, are payable at the office of the Treasurer of the Alabama Polytechnic Institute in the City of Auburn, Alabama, or, at the option of the Board, at the principal office of ________________ of the City of New York in the City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, said bonds maturing serially on ______ in years and amounts and numbered as follows:
### Board Minutes

**June 2, 1941**

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<tr>
<td>1965</td>
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</table>

3. Said Bonds shall be executed by the signature of the President of the Institute and by the impression of the seal of the Institute attested by the Secretary; and the interest coupons thereto annexed shall be executed by the facsimile signature of said President, who by the signing of the Bonds shall adopt as and for his signature the facsimile signature appearing on each of the coupons annexed to such Bonds. The Bonds, together with the interest thereon, shall be payable only from "1941 Revenue Bond, Series B, Principal and Interest Fund" hereinafter created for the exclusive benefit of the holder or holders from time to time of the Bonds and the appurtenant coupons, and shall be secured by an exclusive first lien upon and pledge of an amount of the net revenue derived from facilities afforded by the Project sufficient to pay such bonds together with the interest thereon, as and when the same become due, and to provide and maintain a reasonable reserve therefor (net revenues being herein defined as gross revenues after deducting therefrom only the reasonable expenses of operation and maintenance of the Project). The Bonds shall not constitute an obligation of the State of Alabama and shall not be payable out of any moneys appropriated by the State of Alabama.

Said Bonds shall be redeemable prior to maturity at the option of the Board on any interest payment date, in whole or in part, in the reverse order of maturities (selection as between Bonds of the same maturity to be made by the Secretary by lot) as a price per Bond (herein called the "Redemption Price") equal to the principal amount thereof, plus interest accrued thereon.
to the redemption date, together with a redemption premium of one-fourth of one per centum (\(\frac{1}{4}\%\)) of such principal amount for each 12 month period or fraction thereof from the redemption date to the stated date of maturity thereof, provided, however, that such redemption premium shall in no event exceed five per centum (5\%) of such principal amount, upon notice to be given by registered mail, return receipt requested, postage prepaid, sent to all of the registered holders of Bonds to be redeemed at their last known addresses as such addresses appear on the bond register, at least thirty (30) and not more than forty-five (45) days prior to the redemption date, and, unless all of the bonds to be redeemed are registered, also by publication once in each of four (4) consecutive calendar weeks prior to the redemption date in a daily newspaper published and of general circulation in the City of Birmingham, Alabama, the first such publication to be not less than thirty (30) nor more than forty-five (45) days before such redemption date. If any bond shall be called for redemption, interest thereon shall cease to accrue from and after the redemption date, provided the Institute shall have deposited with the redemption agent prior to the date fixed for redemption sufficient funds to pay the Redemption Price. All bonds so redeemed shall be cancelled and no additional bonds shall be issued in lieu thereof. Nothing herein shall be construed so as to restrict the issuance of refunding bonds.

4. The Bonds and Coupons shall be in substantially the following forms:

(Bond Form)  

No._______

UNITED STATES OF AMERICA

STATE OF ALABAMA

ALABAMA POLYTECHNIC INSTITUTE AT AUBURN,

% BUILDING REVENUE BOND OF 1941

SERIES H

Alabama Polytechnic Institute for value received, hereby promises to pay to the bearer, or, if this bond is registered, to the registered holder, but only from the revenues hereinafter referred to, the principal sum of ONE THOUSAND DOLLARS ($1,000)

on the first day of_______, 19____, unless this bond shall have been duly called for prior redemption and payment of the redemption price made or provided for, and to pay interest on said sum, likewise only from the revenues hereinafter referred to, from the date hereof at the rate of_______ per centum (_______\%) per annum, payable on________________, and semiannually thereafter on the first days of________________ and ____________________ in each year until the principal sum hereof shall have been paid, but until maturity hereof only, upon presentation and surrender of the annexed interest coupons as they severally mature. Both principal and interest, as well as any premium hereon in case of the redemption hereof
prior to maturity, are payable at the office of the Treasurer of the
Alabama Polytechnic Institute in the City of Auburn, Alabama, or, at
the option of the Board, at the principal office of

of the City of New York in the City and State of New York, in such coin
or currency of the United States of America as at the time of payment
shall be legal tender for the payment of public and private debts.

This Bond is one of a duly authorized issue of bonds, limited in aggregate
principal amount of $100,000, all of like date and tenor, except as to
number and maturity, authorized to defray the cost of constructing a
building intended to be used as a boys' dormitory, including necessary
equipment therefor, a swimming pool and bathhouse, including necessary
equipment therefor, and beautification of grounds (herein called the
"Project"), at the campus of the Alabama Polytechnic Institute at Auburn,
Alabama, pursuant to and in full compliance with the Constitution and
Laws of the State of Alabama, including particularly Act No. 497 of the
General Acts of Alabama, Regular Session, 1935, as amended by Act No. 6

The principal of and interest on this bond are payable solely from and
secured by an exclusive first lien upon and pledge of an amount of the
net revenues derived from facilities afforded by the Project sufficient
to pay such principal and interest, as and when the same mature, and to
provide and maintain a reasonable reserve therefor (net revenues being
herein defined as gross revenues after deducting therefrom only the rea­
sonable expenses of operation and maintenance of the Project). This bond
shall not constitute an obligation of the State of Alabama and shall never
be payable from any funds appropriated by the State of Alabama.

The Alabama Polytechnic Institute hereby covenants that, so long as this
Bond and the issue of which it is one are outstanding, it will establish
and enforce such parietal rules and regulations as will insure the maximum
use of the Project provided however these rules and regulations shall in
no way conflict with the previous similar covenant made to the presently
outstanding $660,000 of The Alabama Polytechnic Institute 3½% Building
Revenue Bonds of 1939, dated June 1, 1939, nor with the previous similar
covenant made to the bond issue this day authorized by the Board in the
amount of $100,000 and to be known as Alabama Polytechnic Institute at
Auburn, Alabama, _____ % Building Revenue Bond of 1941, Series A, and
will charge and collect such fees or charges as will be sufficient at all
times to pay the reasonable expenses of operation and maintenance of the
Project and to pay the principal of and interest on this bond and the issue
of which it is one, as and when the same mature, and to provide and main­
tain a reasonable reserve therefor.

This bond and the issue of which it is one are subject to redemption prior
to maturity at the option of the Alabama Polytechnic Institute upon any
interest payment date, in whole or in part, in the reverse order of maturi­
ities (selection as between bonds of the same maturity to be made by the
Secretary by lot), at a price per bond equal to the principal amount thereof, plus interest accrued thereon to the redemption date, together with a redemption premium of one-fourth of one per centum (\(\frac{1}{4}\) of 1%) of the principal amount for each 12 month period or fraction thereof from the redemption date to the stated date of maturity thereof, provided, however, that such redemption premium shall in no event exceed five per centum (5%) of such principal amount, upon notice to be given by registered mail, return receipt requested, postage prepaid, sent to all registered holders of bonds to be redeemed at their last known addresses appearing on the bond register, at least thirty (30) and not more than forty-five (45) days prior to the redemption date, and, unless all of the bonds to be redeemed are registered, also by publication once in each of four (4) consecutive calendar weeks prior to the redemption date in a daily newspaper published and of general circulation in the City of Birmingham, Alabama, the first such publication to be not less than thirty (30) nor more than forty-five (45) days prior to the redemption date. If this bond shall be called for redemption, interest shall cease to accrue thereon from and after the redemption date, provided the Alabama Polytechnic Institute shall have deposited with the redemption agent prior to the date fixed for redemption sufficient funds to pay the redemption price.

This bond may be registered as to principal by the holder in his name on the books of the Alabama Polytechnic Institute, and such registration noted thereon by the Secretary after which no transfer of this bond shall be valid unless made on said books by the registered owner in person or by attorney and similarly noted on this bond. But this bond may be discharged from registry by registered transfer to bearer and thereupon transferability by delivery shall be restored, although this bond may be registered again as before. Registration of this bond shall not affect the negotiability of the coupons appertaining thereto, which shall continue to be transferable by delivery merely and shall remain payable to bearer.

This bond and the coupons attached hereto are issued upon the following terms and conditions, to all of which the holder and owner hereof consents and agrees:

(a) Title to this bond, unless this bond be registered as herein provided, and the coupons attached hereto, may be transferred by delivery in the same manner as a negotiable instrument payable to bearer; and

(b) Any person in possession of this bond, unless this bond be registered as herein provided, or of the coupons attached hereto, regardless of the manner in which he shall have acquired possession, is hereby authorized to represent himself as the absolute owner thereof, and is hereby granted power to transfer absolute title thereto by delivery thereof to a bona fide purchaser, that is, to anyone who shall purchase the same for value (present or antecedent) without notice of prior defense or equities or claim of ownership enforceable against his transferor; every prior holder or owner of this bond, unless this bond be registered as herein provided, and of the coupons attached hereto, waives and renounces all of his equities or
rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby; and

(c) The Alabama Polytechnic Institute may treat the bearer of this bond, unless this bond be registered as herein provided or of the coupons attached thereto, as the absolute owner thereof for all purposes, without being affected by any notice to the contrary.

It is hereby CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and Laws of the State of Alabama to exist, happen and be performed precedent to and in the issuance of this bond, and the issue of which it is one, do exist, have happened and have been performed in due time, form and manner, and this bond, together with all other obligations of the Alabama Polytechnic Institute, does not exceed any limitation prescribed by the Constitution, the Codes or any General or Local Laws of the State of Alabama.

IN WITNESS WHEREOF, the Alabama Polytechnic Institute has caused this bond to be executed in its behalf by the signature of its President and by the affixing hereunto of its official seal attested by its Secretary, and the coupons hereto annexed to be executed with the facsimile signature of its President, who by the signing hereof does adopt as and for his signature the facsimile signature appearing on each of the said coupons, all as of the first day of ______________________ __.

ALABAMA POLYTECHNIC INSTITUTE

BY ________________________

Its President

ATTEST:

___________________________

Secretary

(Form of Coupon)

Coupon No. __________

$ __________

On ______________________, 19__ (unless the bond hereinafter mentioned shall have been called for prior redemption and the payment of the redemption price made or provided for) the Alabama Polytechnic Institute will pay to bearer upon surrender hereof, only from the revenue referred to in said bond, the sum of __________ Dollars ($________) at the office of the Treasurer of the Alabama Polytechnic Institute in the City of Auburn, Alabama, or, at the option of the holder, at the principal office of the Governor of the City of New York in the City and State of New York, in such coin or currency of the United States of America as at the time of payment thereof shall be legal tender for the payment of public and private debts being six months' interest then due on its Alabama Polytechnic Institute % Building Revenue Bond of 1941, Series B, No. __________.

___________________________

PRESIDENT
(Form of Registration Certificate)

The within bond has been registered as to principal by the Secretary of the Alabama Polytechnic Institute as registrar, in the name of the last holder named below, and the principal amount of said bond shall be payable to such holder only, unless the last registration shall be to bearer.

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<th>Date of Registration</th>
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5. (a) The Project shall be operated on a fiscal year basis which shall be commensurate with the fiscal year of the Institute and on such basis any and all gross income and revenue derived from facilities afforded by the Project shall immediately upon receipt thereof be placed in a separate and special fund called the "1941 Series B Revenue Fund", (hereinafter called the "Revenue Fund").

(b) There shall be and there is hereby created a fund to be known as the "1941 Series B Operation and Maintenance Fund" (hereinafter called the "Operation and Maintenance Fund") into which there shall be set aside from the moneys in the Revenue Fund such amounts as shall be sufficient to provide for the payment of the reasonable and necessary expenses of operating and maintaining said Project, including the cost of adequate insurance thereon.

(c) There shall be and there is hereby created a fund to be known as "1941 Revenue Bond Series H Principal and Interest Payment Fund" (hereinafter called the "Bond Fund") into which there shall be set aside from the funds in the Revenue Fund, after providing for the Operation and Maintenance Fund as aforesaid, such amounts as will be sufficient to pay the interest on and the principal of the Bonds, as and when such interest and principal become due and payable, and to maintain a reasonable reserve therefor, and it is hereby determined that the amounts necessary to be set aside into said Bond Fund shall be as follows:

(d) There shall be paid from said Revenue Fund, comprising any and all gross incomes and revenues derived from facilities afforded by the Project into said Bond Fund such amounts as will be necessary to pay the principal and interest requirements on said Bonds on the next ensuing interest or Bond maturity date, plus an additional amount of twenty per centum (20%) of the then current principal and interest requirements for so long a time as is necessary to create a surplus (hereinafter called the "Bond Reserve") equal to the principal and interest requirements on the outstanding bonds for the next succeeding two years; provided, however, that no further payments shall be made into said Bond Fund when the amount held therein, including the Bond Reserve, equals the entire principal amount of Bonds then outstanding.
plus the amount of interest then due or thereafter to become due on said Bonds. Any moneys at any time paid into the Bond Fund shall be held by the Institute, in trust for the benefit of the holders, from time to time, of the Bonds and appurtenant coupons, and the Institution shall not have any beneficial right or interest in such moneys.

(e) The payments hereinabove directed to be made into the Operation and Maintenance Fund and the Bond Fund shall be made in approximately equal monthly installments from the Revenue Fund on the first day of each month, except when the first day of any month shall be on a Sunday or a legal holiday, in which event such payments shall be made on the next succeeding business day.

(f) If in any month for any reason the full amount required by (d) hereof shall not be paid into the Bond Fund, any deficiency shall be added to the amount required to be paid into said Bond Fund in the next succeeding month. If for any reason the money in the Revenue Fund shall be insufficient to make such payments into said Bond Fund as aforesaid, during any fiscal year, any sums then held in the Bond Reserve shall be used for the payment of any portion of the interest on and the principal of Bonds becoming due in such fiscal year, on which Bonds there would otherwise be a default, but such Bond Reserve shall be reimbursed therefor from the first available moneys in the Revenue Fund within the following year or years in excess of the required payment for the then current fiscal year.

(g) All moneys held in the Bond Fund, including the Bond Reserve, shall be deposited in a bank or banks which are members of the Federal Reserve System and the Federal Deposit Insurance Corporation. The moneys held in the Bond Reserve in excess of the amount insured by the Federal Deposit Insurance Corporation shall be continuously secured by pledge, by the depository bank or banks, of direct or fully guaranteed obligations of the United States of America, which pledged obligations shall at all times be at least equal in market value to the amount of the moneys in the Bond Reserve; except that all or part of the moneys held in the Bond Reserve may be invested and re-invested in direct or fully guaranteed obligations of the United States of America, provided, however, that the Institute shall sell a sufficient amount of such obligations in the event that it shall be necessary to draw upon said Bond Reserve.

(h) The Bond Fund including the Bond Reserve, hereinabove created and described, shall be used solely and only for the purpose of paying the principal of and interest on the bonds and redemption premiums and is hereby irrevocably pledged for that purpose and shall be used for no other purpose whatsoever.

(i) After providing amounts sufficient to meet the requirements as hereinabove stipulated for the Operation and Maintenance Fund and for the Bond Fund, the remainder of the moneys in the Revenue Fund at the close of any fiscal year may be used by the Board for any lawful purpose.
6. All monies received from any bonds issued pursuant hereto, exclusive of accrued interest, shall be applied solely for the construction of the Project, as herein authorized, provided that such proceeds, together with all sums received as accrued interest of said bonds shall be used also to pay interest on said bonds during the period of construction of the Project.

7. While any of the Bonds or appurtenant coupons remain outstanding and unpaid, the fees and charges fixed and collected for facilities afforded by the Project, including any facilities afforded to the Alabama Polytechnic Institute at Auburn, Alabama, shall be reasonable and just, taking into account and consideration the cost and value of the Project, the cost of maintaining and operating the same, the amounts necessary for the retirement of all outstanding Bonds and the payment of accruing interest thereon, including the Bond Reserve requirements; and the Alabama Polytechnic Institute hereby covenants and agrees with the holder or holders from time to time of the Bonds that it will fix and charge a reasonable and adequate fee to be collected from each occupant of or resident in the Project, which fees shall be collected in advance at suitable intervals, and the total proceeds of such fees shall be sufficient in the aggregate each year to pay the operating and maintenance expenses of the Project, to pay debt service on the Bonds outstanding including the Bond Reserve, and to meet in all respects the requirements of this resolution.

8. The Alabama Polytechnic Institute hereby covenants and agrees with the holder or holders of the Bonds that so long as any of the Bonds or appurtenant coupons remain outstanding and unpaid it will establish and enforce such parietal rules and regulations as will insure maximum occupancy of the Project, provided, however, these rules and regulations shall in no way conflict with the previous similar covenant made to the presently outstanding $660,000 of Alabama Polytechnic Institute 3 1/4% Building Revenue Bonds of 1939, Dated June 1, 1939, nor with the previous similar covenant made to the bond issue this day authorized and to be known as the $100,000 of Alabama Polytechnic Institute Building Revenue Bonds of 1941, Series A, nor to any other similar facilities, present or future, of the Board and that it will notify the students of Alabama Polytechnic Institute at Auburn, Alabama, by posting and by publication of such parietal rules and regulations in the annual catalog.

9. (a) The Alabama Polytechnic Institute hereby further covenants and agrees with the holder or holders of the Bonds that it will faithfully and punctually perform all duties with reference to the Project required by this resolution and by the Constitution and Laws of the State of Alabama, including the fixing and collection of fees and charges for facilities afforded by the Project in sufficient amounts to meet the requirements of this resolution and that it will segregate the income and revenues of the Project in the respective funds created by this resolution.

(b) The Alabama Polytechnic Institute hereby further covenants, binds and obligates itself not to sell, lease, mortgage or in any manner dispose of any substantial portion of the Project until all of the Bonds issued have been paid in full, both as to principal and interest, or unless and until provision shall have been made for the payment of said Bonds and the interest thereon in full.
(c) The Alabama Polytechnic Institute hereby further covenants and agrees with the holder or holders of the Bonds to maintain the Project in good condition and to operate such Project continuously so long as the principal of and the interest on any of the Bonds remain outstanding and unpaid.

10. The Bonds from time to time outstanding shall not be entitled to priority one over the other in the application of the revenues of the Project, it being the intention of the Alabama Polytechnic Institute that there shall be no priority among the bonds, regardless of the fact that they may actually be issued and delivered at different times.

11. While any of the bonds are outstanding, the Alabama Polytechnic Institute shall not issue any additional bonds payable from the revenues of the Project unless the lien of such additional bonds on such revenues is made junior and subordinate in all respects to the lien on the Bonds herein authorized.

12. So long as any of said Bonds are outstanding the Alabama Polytechnic Institute covenants to:

(a) Maintain insurance on said Project for the benefit of the holders of the Bonds of kinds and in amounts such as usually would be carried by a college or university on buildings of similar character, and pay the cost of such insurance from the Operation and Maintenance Fund; and the holders of a majority in principal amount of the Bonds at any time outstanding shall have the right to require the Alabama Polytechnic Institute to maintain insurance in such amounts and against such risks as are usually subject to insurance and as they may deem necessary for the protection of their interests as bondholders;

(b) Keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the Project;

(c) Furnish to the original purchaser of the Bonds, and to any holder of any of said Bonds at the written request of such holder, not more than thirty days after the close of each six months' fiscal period, operating and income statements of the Project in reasonable detail covering such six months' period, and, not more than sixty days after the close of each fiscal year, complete financial statements of the Project, in reasonable detail, covering such fiscal year, certified as correct by competent auditors; and

(d) Grant to any holder or holders of ten per cent (10%) of the Bonds then outstanding the right at all reasonable times to inspect the said Project and all records, accounts and data relating thereto.

13. The failure to perform any of the covenants and conditions of this resolution shall be construed and is hereby defined as a default and in the event of such default any holder or holders of the Bonds, in addition to all other rights, shall have the right by mandamus or other lawful remedy in any court of competent jurisdiction to enforce his or their rights against
the Alabama Polytechnic Institute and any officer, agent or employee, thereof including but not limited to the right to required the Alabama Polytechnic Institute, its officers, agents or employees, to fix and collect fees, rents or other charges in connection with the Project so that the revenues of the Project herein pledged shall be sufficient to meet the provisions of this resolution, and to require the Alabama Polytechnic Institute and any officer, agent or employee of the Alabama Polytechnic Institute to carry out any other covenants of this resolution and to perform its or their duties under this resolution and under Act No. 497 of the General Acts of Alabama, Regular Session, 1935, as amended by Act No. 6 of the General Acts of Alabama, Special Session, 1939.

14. The provisions of this resolution shall constitute a contract between the Alabama Polytechnic Institute and the holder or holders from time to time of the Bonds.

15. All of the Bonds hereby authorized shall be awarded to the highest bidder and the President of the Alabama Polytechnic Institute or the Executive Committee of the Board of Trustees of the Institute is hereby authorized and empowered to sell and to instruct the Treasurer of the Alabama Polytechnic Institute in Auburn, Alabama, to deliver said bonds to the purchaser thereof upon payment therefor.

16. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

17. All resolutions or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

18. This resolution shall take effect from and after its passage.

Passed by the Board of Trustees and approved by its President this day of June 1941.

President

(SEAL)

Attest: 

Secretary

Following the reading of the foregoing resolution, Mr. A. H. Collins seconded the motion that it be adopted. After discussion, the motion was carried, with the following voting aye:


and the following voting nay: NONE

The President declared the motion carried and the resolution adopted as read.
The following resolution was then introduced by V. H. Hanson and read in full:

RESOLUTION NO. 15


WHEREAS, the Board of Trustees of the Alabama Polytechnic Institute will construct a boy's dormitory building and a swimming pool and bathhouse at Auburn, Alabama, with funds provided by the sale of $100,000 Alabama Polytechnic Institute at Auburn ___________ % Building Revenue Bonds of 1941, Series H, dated ____________, 1941, as previously provided, and

WHEREAS, it is necessary that the rentals to be charged for the use of the facilities afforded by such boy's dormitory and swimming pool and bathhouse be established

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees of Alabama Polytechnic Institute, that:

Section 1. There shall be paid by each occupant of the boy's dormitory and swimming pool to be constructed pursuant to a resolution duly adopted by the Board of Trustees of Alabama Polytechnic Institute on the second day of June, 1941, entitled:


and the Alabama Polytechnic Institute shall collect and pay into a separate and special fund designated as The Alabama Polytechnic Institute at Auburn, Alabama, "Building Revenue Fund, Series 1941-H" created by the above entitled resolution and passed by the Board of Trustees of The Alabama Polytechnic Institute on the second day of June, 1941, the following rentals and fees:

(1) There shall be paid by each occupant of the boy's dormitory to be constructed pursuant to said resolution rentals which shall amount to a sum of not less than $__________ per month per student living in said dormitory based on nine months occupancy.
(2) Fees for the use of the facilities of the swimming pool and bathhouse to be fixed by order of the President of the Alabama Polytechnic Institute.

Section 2. The foregoing rentals and fees shall become effective at the beginning of the first month following the completion of the project.

Section 3. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect the remaining portion of this resolution.

Section 4. All resolutions or parts thereof in conflict with this resolution are, to the extent of such conflict, hereby repealed.

Section 5. This resolution shall take effect from and after its passage by the Board of Trustees of the Alabama Polytechnic Institute.

Passed by the Board of Trustees of the Alabama Polytechnic Institute and approved by its President this second day of June, 1941.

(Signature)
President

(SEAL)

ATTEST:

(R. N. Whigman
Secretary

Following the reading of the foregoing resolution A. H. Collins seconded the motion that it be adopted. After discussion, the motion was carried, with the following voting aye: Messrs. Frank M. Dixon, A. H. Collins, C. S. Culver, Robt. K. Greene, Paul S. Haley, Victor H. Hanson, F. W. Hare, T. D. Samford, S. L. Toomer.

and the following voting nay: NONE

The President declared the motion carried and the resolution adopted as read. He thereupon signed the resolution in approval thereof.
V. H. Hanson moved the adoption of the following resolution, which he read in full:

RESOLUTION NO. 16

A RESOLUTION ESTABLISHING PARIETAL RULES AND REGULATIONS TO INSURE MAXIMUM OCCUPANCY OF THE BOY'S DORMITORY BUILDING TO BE CONSTRUCTED AT THE ALABAMA POLYTECHNIC INSTITUTE AT AUBURN, ALABAMA

WHEREAS, on the 2nd day of June, 1941, the Board of Trustees of The Alabama Polytechnic Institute adopted a resolution authorizing the issuance of $100,000 Alabama Polytechnic Institute at Auburn, Alabama % Building Revenue Bonds of 1941, Series B, and covenanted and agreed in said resolution to establish and enforce such parietal rules and regulations as would insure maximum occupancy of the project in preference to any other similar facilities, present or future, of the Alabama Polytechnic Institute at Auburn, (hereinafter called the Institute), provided, however, that such rules and regulations shall in no way conflict with the previous similar covenant made to the presently outstanding $660,000 of Alabama Polytechnic Institute 3¼% Building Revenue Bonds of 1939, dated June 1, 1939, and to the $100,000 of Alabama Polytechnic Institute Building Revenue Bonds of 1941, Series A, and to notify the students by publication of such parietal rules and regulations in the annual catalogue; and

WHEREAS, it is now proper that rules and regulations to comply with this covenant be adopted and placed in full force and effect:

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees of Alabama Polytechnic Institute:

Section 1. That in the event that more space is or shall be available in the dormitory facilities of The Alabama Polytechnic Institute at Auburn, Alabama, than is required by students applying for accommodations in said dormitory facilities, the Administrative Officers of the Alabama Polytechnic Institute are hereby directed to give preference and priority to the use of the dormitory to be constructed to the end that all space in said dormitory shall be occupied even if such preference shall result in the non-use of all or a part of the space which may be available in any other dormitory or dormitories which may be maintained by the Alabama Polytechnic Institute, excepting those dormitory facilities for which parietal rules have previously been adopted (specifically covered by the Alabama Polytechnic Institute Building Revenue Bonds, 1939, and the Alabama Polytechnic Institute Building Revenue Bonds, Series 1941A)

Section 2. This dormitory is to be occupied by male students; but it is further provided that if after enforcing parietal rules for maximum occupancy it should be found impossible to fill said dormitory beyond a minimum of fifty per cent (50%) occupancy, then in that event it shall be mandatory upon the Institute Authorities to convert said dormitory into occupancy by female students, in which event parietal rules must be enforced to insure one hundred per cent (100%) occupancy
from any and all female students at the Institute for whom there will not exist dormitory facilities requiring such occupancy.

Section 3. The rules prescribed in this resolution shall remain in full force and effect while any of the bonds or interest thereon issued to aid in financing the construction of the project and designated as Alabama Polytechnic Institute 4 1/2% Building Revenue Bond of 1941, Series B, dated remain outstanding and unpaid.

Section 4. The rules prescribed in this resolution shall be effective from and after its adoption and the President and Faculty of the Institute are hereby directed to incorporate a substantial copy of this resolution in the catalogue next to be published, prescribing the terms of admission and the conduct of the students of said Institute, and in each succeeding catalogue while said bonds, or any of them, or interest thereon, shall remain outstanding and unpaid.

Passed by the Board of Trustees of Alabama Polytechnic Institute and approved by its President, this 2nd day of June, 1941.

(Signature)
President

(Seal)
ATTEST:

Secretary

Following the reading of the foregoing resolution A. H. Collins seconded the motion that it be adopted. After discussion, a vote was taken, and the motion carried with the following voting aye: Messrs. Frank M. Dixon, A. H. Collins, C. S. Culver, Robt. K. Greene, Paul S. Haley, Victor H. Hanson, F. W. Hare, T. D. Samford, S. L. Toomer.

and the following voting nay: NONE

The president declared the motion carried and the resolution adopted as read. He thereupon signed said resolution in approval thereof.
Upon motion by P. S. Haley, seconded by A. H. Collins, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 17
PURCHASE OF LAND

BE IT RESOLVED that the Board of Trustees hereby authorizes and instructs L. N. Duncan to purchase land for the Alabama Polytechnic Institute as follows:

EXPERIMENTAL FIELD IN MACON COUNTY:

Eight acres of land adjoining the area known as Tuskegee Field— the Experimental Field in Macon County— at the price of $20.00 per acre to be paid out of Agricultural Research Funds, ($160.00) as follows:

An area, in Section 12, Range 23 East, Township 16 North, in Macon County, Alabama, beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 12 and running North 264 feet, thence East 1320 feet, thence South 264 feet, and thence West 1320 feet to point of beginning, containing eight acres."

AUBURN-OPELIKA AIRPORT:

From Mrs. J. M. Pierce 7.84 acres @ $40.00 ................. $313.60, as follows:

To ascertain the beginning point of the lot herein described begin at the Southeast corner of Section 22, Township 19 North, Range 26 East, in Lee County, Alabama, and run thence North along the Section line 1745.0 feet to the old Opelika-Auburn public road and to the corner of the J. D. Orr property at or near the colored church; thence West along said Opelika-Auburn public road as it was located in May and July 1931, 3763.0 feet to what was the Southeast corner of the Drake property in 1931, thence South 57 degrees, 43 minutes East for a distance of 914.5 feet to the point of beginning of the land herein to be described; from this beginning point run South 2 degrees 49 minutes East for a distance of 1200 feet, thence South 87 degrees 11 minutes West for a distance of 334.7 feet, thence North 4 degrees 9 minutes West for a distance of 846.7 feet, thence North 41 degrees 51 minutes East for a distance of 500 feet to the point of beginning, being approximately 7.84 acres lying in Section 22, Township 19 North, Range 26 East, Lee County, Alabama, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Lot No. 1 in Block "C" of the subdivision designated as King's Nursery Airport Property from G. C. Hilyer, Jr., $242.26, as follows:
Lot No. 1, in Block C, of the subdivision designated "King's Nursery Airport Property" as shown by plat of a survey thereof made by W. R. Atkins, Surveyor, of record at Page 4, of Plat Book 3, in the Office of the Judge of Probate of Lee County, Alabama, said property being in Section 22, Township 19, in Range 26, more particularly described as follows: From the Southeast corner of Section 22, Township 19 North, Range 26 East, run north 4 degrees 30 minutes west for a distance of 1745.0 feet, thence south 85 degrees 30 minutes west for a distance of 900.0 feet, thence north 76 degrees 10 minutes west for a distance of 977.0 feet, thence north 4 degrees 53 minutes east for a distance of 42 feet, thence north 68 degrees 58 minutes west for a distance of 64.0 feet to the point of beginning of the lot herein intended to be described; from this beginning point run north 68 degrees 58 minutes west for a distance of 327.0 feet, thence north 25 degrees 30 minutes east for a distance of 176.7 feet, thence South 89 degrees 31 minutes east for a distance of 231.5 feet, thence south 0 degrees 29 minutes west for a distance of 274.9 feet to the point of beginning.

Lot No. 2 in Block "C" of the subdivision designated as King's Nursery Airport Property from Edna Earle Hilyer, $66.09, as follows:

Lot No. 2 in Block C, of the subdivision designated "King's Nursery Airport Property" as shown by Plat of a survey thereof made by W. R. Atkins, Surveyor, or record at Page 4, of Plat Book 3, in the Office of the Judge of Probate of Lee County, Alabama, said property being in Section 22, Township 19, Range 26, and more particularly described as follows: From the Southeast corner of Section 22, Township 19 North Range 26 East, run north 4 degrees 30 minutes west for a distance of 1745.0 feet, thence south 85 degrees 30 minutes west for a distance of 900.0 feet, thence north 76 degrees 10 minutes west for a distance of 977.0 feet, thence north 4 degrees 53 minutes east for a distance of 42 feet, thence north 68 degrees 58 minutes west for a distance of 64.0 feet, thence north 0 degrees 29 minutes west for a distance of 274.9 feet to the point of beginning; from this beginning point run north 89 degrees 31 minutes west for a distance of 231.5 feet, thence north 25 degrees 30 minutes east for a distance of 176.7 feet, thence South 89 degrees 31 minutes east for a distance of 231.5 feet, thence south 0 degrees 29 minutes west for a distance of 274.9 feet to the point of beginning.

AUBURN DEVELOPMENT SOCIETY

The Alabama Polytechnic Institute from the Auburn Development Society one lot and house on the south side of West Magnolia, $1750.00, as follows:

From the intersection of the Southeasterly margin of the Wire Road and the Easterly margin of Cary Street, run North 43 degrees 40 minutes East for a distance of 177.6 feet along the Southeasterly margin of the Wire Road to the Southerly margin of Magnolia Avenue, thence North 88 degrees 35 minutes East for a distance of 91.0 feet along said Southerly margin of said Magnolia Avenue, thence South 1 degree 25 minutes East for a distance of 140.0 feet, thence South 88 degrees 45 minutes West for a distance of 216.3 feet to the Easterly margin of Cary Street, thence North 3 degrees 00 minutes West along the said Easterly margin of said Cary Street for a distance of 14.0 feet to the point of beginning. Lee County, Alabama.
DONATED TO THE AGRICULTURAL EXPERIMENT STATION FOR FORESTRY RESEARCH BY THE COUNTY OF AUTauga AND THE BIRMINGHAM TRUST AND SAVINGS BANK, 160 ACRES VALUED AT $40.00 per acre:

Northwest Quarter, Section 11, Township 18, Range 15, 160 acres,
Autauga County, Alabama - $240.00

Upon motion by C. S. Culver, seconded by S. L. Toomer, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 18
SALE OF PROPERTY

RESOLVED that the President is hereby authorized, empowered and instructed to sell to the highest bidder the following described piece of land:

Beginning at a point in the east margin of South College Street, said point being 107.5 feet south from the intersection of said east margin of South College Street and the south margin of Magnolia Avenue: From this beginning point run north 88 degrees east for a distance of 108.5 feet, thence south 2 degrees 25 minutes east for a distance of 167.3 feet, thence south 87 degrees 35 minutes west for a distance of 108.5 feet to the east margin of South College Street, thence north 2 degrees 25 minutes west for a distance of 168.2 feet along the east margin of South College Street to the point of beginning.

Upon motion by F. W. Hare, seconded by P. S. Haley, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 19
RIGHT OF WAY DEED FOR PUBLIC ROAD

BE IT RESOLVED by the Board of Trustees of the Alabama Polytechnic Institute that President Duncan is hereby authorized and empowered to deed to Chambers County Alabama the following described piece of property on the Experimental Field to be used for a public road. The purpose of the above is to provide a public road 80 feet wide through the experimental field in Chambers County near LaFayette.

Beginning at Station 650+00 on the proposed center line and running in a westerly direction along said center line 1491 feet to Station 664+91 on the left side only. The above described property lying in the SE½ of the SW½ and the SW½ of the NE½ Section 23, Township 22N, Range 26E. (40 feet in width on each side, or as much of our land as is required to make an 80-foot right-of-way.)
HOSPITAL SERVICE: The matter concerning the Hospital Service Corporation was referred to the Executive Committee of the Board of Trustees for investigation and power to act.

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Upon motion by F. W. Hare, seconded by V. S. Hanson, and unanimous vote of the members present, the following resolution was adopted:

RESOLUTION NO. 20

GIFT OF W. O. SCROGGS

BE IT RESOLVED that the Board of Trustees of the Alabama Polytechnic Institute fully concurs in and approves the following resolution and statement in regard to Wm. O. Scroggs of the class of 1899:

WHEREAS, William O. Scroggs of the class of 1899, distinguished publicist, authority on international affairs, now with the Council on Foreign Relations, Incorporated, of New York, has recently made a gift to the History Department of the college in the sum of five hundred dollars to be used in purchasing materials in the field of Southern History, and

WHEREAS, he has suggested that the sum be made the basis for a George Petrie Fund as a token of his esteem and appreciation of the services of Dean George Petrie to Auburn during the half century of his tenure,

BE IT RESOLVED BY THE ALUMNI ASSOCIATION OF THE ALABAMA POLYTECHNIC INSTITUTE,

1. That William O. Scroggs, '99, be commended for his beneficent gift, and especially for his thoughtful and useful expression of gratitude for the work of his great and distinguished teacher, Dean Petrie, and

2. That President Duncan and the Board of Trustees be respectfully requested to establish the George Petrie Fund, and to invite other contributions to such a fund to the end that a substantial sum may accrue, the income from which may be in perpetuity used for the collection of materials in Southern History, and to be known as the George Petrie Collection.

AUBURN ALUMNI ASSOCIATION

By: George A. Mattison, Jr., President

ALABAMA POLYTECHNIC INSTITUTE

By: L. N. Duncan
President
Upon motion by T. D. Samford, seconded by C. S. Culver, and unanimous vote of the members present the board authorized Doctor Duncan to prepare suitable resolutions from the Board of Trustees of the Alabama Polytechnic Institute on the death of Mr. John V. Denson.

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Upon motion by C. S. Culver, seconded by V. H. Hanson, and unanimous vote of those present, the following resolution was adopted:

RESOLUTION NO. 21

RETIREMENT SYSTEM AND GROUP INSURANCE

BE IT RESOLVED by the Board of Trustees that the President of the Board of Trustees (Governor Frank M. Dixon) be and he is authorized to name a committee of three members of the Trustees to consider:

1. A means of working out a system of retirement for the faculty of the Alabama Polytechnic Institute to fit into the State Teachers Retirement System and

2. A plan of group insurance for faculty members, and

3. To make recommendations to the Board concerning these at its next meeting on August 15, 1941.

said committee to report back to the Board. (Committee: T. D. Samford, C. S. Culver, Paul S. Haley)

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The Board authorized President Duncan to designate a member or members of his staff to meet with designated representatives of other state institutions to see if some effective plan may be devised for advanced training for certain selected students of the Alabama School for the Deaf and Blind.

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Upon motion of P. S. Haley, seconded by F. W. Hare, and unanimous vote, the Board recessed until August 15, 1941, the date of the Summer School Commencement.

R. B. Draughon
Secretary