

SEP 29 2 30 PM '99

ABSTRACT OF TRUST

BK 82 PG 752
W.F. CLK

The undersigned hereby certify that on June 15, 1992, they created a revocable Living Trust. This Trust is known as: The Perkins Family Trust, dated June 15, 1992, Willie J. Perkins and Peggy D. Perkins, Trustor(s) and/or Trustee(s), for the benefit of the Perkins family.

IT IS AGREED BETWEEN PARTIES HERETO AS FOLLOWS:

Description of Trust

The parties hereto desire to confirm the establishment of a revocable Trust on June 15, 1992, and amendments thereto, for the benefit of the Trustors (as husband and wife) and containing inter alia the following provisions:

1. The Trustors are designated as the Trustees to serve until both of their deaths, resignations or incompetence.
2. Upon the removal of a/both original Trustees, the successor Trustee is (or Co-Trustees are) designated as William David Perkins and Kenneth Wayne Perkins.
3. Upon the death of either Trustor, the Trust property becomes allocated into two (2) trusts designated as Trust A (the Survivor's Trust) and Trust B (the Decedent's Trust) at which time Trust B becomes irrevocable.
4. The surviving spouse retains the unlimited right to withdraw income and principal from Trust A. The surviving spouse also retains a general power of appointment which can be exercised by Will, or by lifetime transfer, over the Trust A property. It is specifically intended that Trust A shall qualify for the marital deduction under Internal Revenue Code Section 2056.
5. The surviving spouse is vested with a life income interest from Trust B, and the Trustee may invade principal for the benefit of the surviving spouse as determined by an ascertainable standard.
6. Any Trustee/Trustor has the power and authority to manage and control, buy, sell and transfer the Trust property, in such manner as the Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning said property and the proceeds thereof as fully and amply as though said Trustee were the absolute and unqualified owner of same, including the power to invest in corporate obligations of every kind, stocks, preferred or common, and to buy stocks, bonds and similar investments on margin or other leveraged accounts, except to the extent that such management would cause includability of an irrevocable Trust in the estate of a Trustee. Notwithstanding the foregoing, the power to grant, bargain, sell and convey, encumber and hypothecate, real property is vested in the Settlor Trustees jointly, except such property held in trust as the separate property of either Settlor which shall be held and administered solely by that Settlor while living.

7. Following the death of both husband and wife, the Trust continues or is distributed in whole or in part for the benefit of other named Beneficiaries according to the terms of the Trust.
8. While both Trustors are living and competent, except when there shall be a Corporate Trustee, either Trustee may add money to or withdraw money from any bank or savings and loan or checking account owned by the Trust without the approval of the Trustee or other Trustor, provided, however, that the ownership of funds received and deposited, shall remain the same and the Trustor removing or adding funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the Trust account.
9. All property transferred into the Trust is intended to be the community property of the Settlers, unless the Settlers have provided otherwise by a Separate Property Addendum to the Trust, or by a separate Agreement of the parties.
10. All personal property transferred into the Trust remains personal property and all real property transferred into the Trust remains real property.
11. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the Trust and subsequent transferees are entitled to rely upon such transfers provided the chain of title is not otherwise deficient.
12. The situs of the Trust is the State of Tennessee.
13. This Trust contains a spendthrift provision.
14. The use of this Abstract of Trust is for convenience only and the Trust is solely controlled as to provisions and interpretations, and any conflict between this abstract and the Trust shall be decided in favor of the Trust.

IN WITNESS WHEREOF, the parties have hereto executed this Abstract of Trust this date: June 15, 1992.

TRUSTORS:

TRUSTEES:

Willie J. Perkins
 Willie J. Perkins

Willie J. Perkins
 Willie J. Perkins

Peggy D. Perkins
 Peggy D. Perkins

Peggy D. Perkins
 Peggy D. Perkins

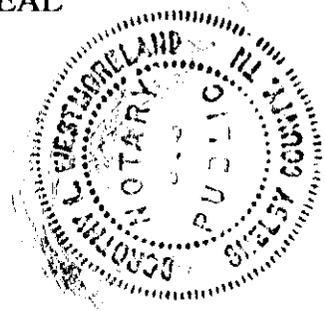
ss. { STATE OF TENNESSEE
COUNTY OF SHELBY

On June 15, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Willie J. Perkins and Peggy D. Perkins, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Dorothy L. Westmoreland
NOTARY PUBLIC

NOTARY SEAL



My Commission Expires: MY COMMISSION EXPIRES 6-23-95

Prepared by:
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