

P Book 86 Pg 267

STATE MS. - DE SOTO CO.
FILED

Revocable Living Trust Agreement

For a Husband and Wife who are Grantors serving as Co-Trustees,
for the lifetime use of Grantors, then to others

AUG 4 3 40 PM '00

FORM #1

BK 86 PG 267
WEST, WALTER & PATRICIA K. WEST

This Revocable Living Trust Agreement is made this 4th day
of AUGUST, in the year of 2000, between
WALTER WEST and PATRICIA K. WEST
husband and wife, of (Address) 8691 BOBWHITE DR,
City of HERNANDO,
State of MISSISSIPPI herein referred to as Grantors,
and WALTER WEST and PATRICIA K. WEST
of (Address) 8691 BOB WHITE DR, City of
HERNANDO, State of MISSISSIPPI,

herein referred to as co-trustees. THE WALTER AND PATRICIA K. WEST REVOCABLE LIVING TRUST

WHEREAS, grantors are now the owners of the property described in Exhibit A attached hereto and made a part hereof;

WHEREAS, grantors desire to make provision for the care and management of such property, and the collection of the income therefrom, and the disposition of both such income and such property in the manner herein provided:

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants set forth herein, grantors and trustees agree as follows:

1. Transfer of Property: Grantors, in consideration of the acceptance by co-trustees of the trust herein created, hereby convey, transfer, assign, and deliver to co-trustees, their successors in trust and assigns, the property described in Exhibit A attached hereto and made a part hereof, by this reference, which property, held by co-trustees hereunder, is herein referred to as Trust Estate. Grantors, and any other persons shall have the right at any time to add property acceptable to trustees to this trust and such property, when received and accepted by trustees, shall become a part of the trust estate.

2. Disposition of Income and Principal: Trustees shall care for and manage the trust estate and collect the income derived therefrom, and, after the payment of all taxes and assessments thereon and all charges incident to the management thereof, dispose of the net income therefrom and corpus thereof, as follows:

During the lifetime of grantors, the trustees may pay income of the trust estate and such portions of the principal as the grantors from time to time may direct to the grantors, or otherwise as they direct during their lives. After the death of both grantors, the successor trustee shall distribute the trust estate to the following who shall survive both grantors:

The share of any beneficiary who shall be under the age of 18 years, shall not be paid to such beneficiary but shall instead be held in trust to apply to his/her use all the income thereof, and also such amounts of the principal, even to the extent of all, as the trustees deem necessary or suitable for the support, welfare and education of such beneficiary; and when he/she attains the age of 18 years to pay him/her the remaining principal, if any. If any beneficiary for whom a share is held in trust should die before having received all the principal thereof, then upon his/her death the remaining principal shall be paid to his/her then living child or children, equally if more than one, and in default thereof, to the then living descendants of the grantors, per stirpes. No interest hereunder shall be transferable or assignable by any beneficiary, or be subject during his or her life to the claims of his or her creditors. Notwithstanding anything herein to the contrary, the trusts hereunder shall terminate not later than twenty-one (21) years after the death of the last beneficiary named herein.

3. **Revocation and Amendment:** the grantors, or the survivor of them, may, by signed instrument delivered to the trustees, revoke the trusts hereunder, in whole or in part, or amend this Agreement from time to time in any manner.

4. **Successor Trustees:** In the event of the death or incapacity of both co-trustees, we hereby nominate and appoint as successor trustee

JEFFREY ALLAN WEST
of (Address) 495 GHOLDSTON DR
City of DAYTON, State of TENNESSEE

In the event the successor trustee does not serve, we appoint whomever shall at the time be the first designated beneficiary hereunder. The trustees and their successors shall serve without bond.

5. Trustees Acceptance: This trust has been accepted by trustees and will be administered in the State of MISSISSIPPI and its validity, construction, and all rights hereunder shall be governed by the laws of that state.

IN WITNESS WHEREOF, grantors and trustees have executed this Agreement on the date above written.

Grantor Patricia K. West

Co-Trustee Patricia K. West

Grantor Wanda West

Co-Trustee Wanda West

Witness (1) Kathy F. O'Neal

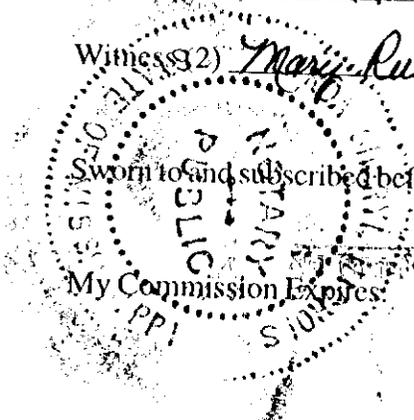
Witness (2) Mary Ruth Jones

Sworn to and subscribed before me this 4th day of August, in the year of 2000

My Commission Expires:

Date

Linda Sheryl Nichols
Notary Public



Trust Estate of Walter and Patricia Kathleen West

Item	Beneficiary
Living Room Furniture	John West
Dining Room Furniture	Jeffrey West
Master Bedroom Furniture	Jennifer Hardin
Wooden Jewelry Box and Jewelry	Jennifer Hardin
Sewing Machine	Jennifer Hardin
Telefunken Radio	Jennifer Hardin
Nancy Jane's Glassware	Jennifer Hardin
Howard Miller Clock	Jennifer Hardin
Nancy Jane's Desk	Jeffrey West
Emperor Clock	Jeffrey West
Lladros and Capidemonte Flowers	Jeffrey West
Three pictures on Dining Room Wall	Jennifer Hardin
Remaining porcelin given by granddaughters	Angela Jolly Cindy Eason
Remaining furniture/accesories	Sold or equally divided between Jeffrey West, Jennifer Hardin, John West
Savings and CDs	Divided equally between
Millington First South Credit Union #0000172985	Jeffrey West Jennifer Hardin John West
Checking and Savings	Divided equally between
Trustmark Bank Hernando, MS	Jeffrey West
Savings: 861-128-8881	Jennifer Hardin
Checking: 860-380-9609	John West
House at 8691 Bobwhite Drive, Lot 99 of Buena Vistas Lakes Subdivision, Hernando, MS is to be sold and the money divided equally between Jeffrey West, Jennifer Hardin, and John West	
Lot # 98 in Buena Vista Lakes Subdivision, Hernando, MS is to be sold and the money equally divided between Jeffrey West, Jennifer Hardin, and John West	
Vehicle: Chrysler Concord	Jennifer Hardin
1993 VIN: 2C3EL56TOPH527011	
Vehicle: 1997 Saturn	Sold and money divided
VIN: 1G8ZK5271VZ121626	between Jeffrey West, Jennifer Hardin, John West

Grantor: Patricia K. West Co-trustee: Patricia K. West

Grantor: Walter West Co-trustee: Walter West

Sworn to and subscribed before me this 4th day of August
in the year of 2000

My commission expires: 2002
Date

