

**CERTIFICATE OF TRUST  
THE JOHNNY B. HINTON AND/OR CLYDIA P. HINTON  
REVOCABLE LIVING TRUST AGREEMENT**

The undersigned hereby certify that they created a Revocable Living Trust. This Trust is known as: **THE JOHNNY B. HINTON AND/OR CLYDIA P. HINTON REVOCABLE LIVING TRUST**, dated the 5 day of Oct, 2000. JOHNNY B. HINTON and CLYDIA P. HINTON, Settlers and Trustees, reside at 8427 Farmington Drive East, the City of Southaven, State of Mississippi, the County of DeSoto.

**IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

Description of Trust, in accordance with amended: Mississippi Code of 1972 ann. as amended in Section 91-9-1, et seq.

The parties hereto desire to confirm the establishment of a Revocable Trust on this date, for the benefit of the Settlers (as husband and wife) and containing herein the following provisions:

1. The Settlers are designated as the Trustees to serve until both of their deaths, resignations or incompetence.
2. Upon the end of the terms of the original Trustees, **JOHNNY W. HINTON** is designated as First Successor Trustee.
3. Upon the death of either Settlor, the surviving spouse retains the unlimited right to the Trust. She or he also retains a general power of appointment which can be exercised by will or by lifetime transfer over the Trust property.
4. Any Trustee/Settlor 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 qualified owner of same, including the power to grant, bargain, sell and convey, encumber and hypothecate, real and personal property, and 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.
5. Following the death of both husband and wife, the Trust continues or is distributed in whole or in part for the benefit of the following income and principal Beneficiaries according to the terms of the Trust: **JACQUELINE L. McCLOSKEY, DEBORAH SUE HOPPER, and JOHNNY W. HINTON.**

**CERTIFICATE OF TRUST**

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STATE MS.-DE SOTO CO.  
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6. While both Settlers 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 other Trustee or other Trustor, provided, however, that the ownership of funds received and deposited, whether community property or non-community property 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.

7. All property transferred into the Trust which had an original source as community property shall remain community property unless other provisions shall have been made therefor.

8. All separate property transferred into the Trust remains separate property unless other provisions have been made therefore.

9. 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.

10. The Trust Agreement also states that any bank, corporation, brokerage firm or other entity or any individual may conclusively presume that the Trustee has full power and authority and such person or institution shall be held harmless and shall incur no liability by reason of so presuming.

11. The following described immovable property is subject to this trust. Upon the death of the surviving trustor, the situs of the trust may be changed by a majority of the income beneficiaries designated in the trust:

Land and improvements on property located at 8427 Farmington Drive, East, Southaven,  
DeSoto County, Mississippi.

**SEE ATTACHED EXHIBIT "A" FOR FULL LEGAL DESCRIPTIONS**

IN WITNESS WHEREOF, the parties have hereto executed this Certificate of Trust this date.

**WITNESSES:**

John H. Chen

Theresa Goodnight

**WITNESSES:**

John H. Chen

Theresa Goodnight

**SETTLORS/TRUSTEES:**

Johnny B. Hinton

**JOHNNY B. HINTON**  
8427 Farmington Drive East  
Southaven, Mississippi 38671  
662-342-0552

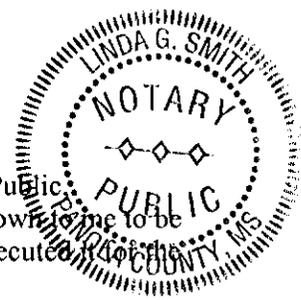
Clydia P. Hinton

**CLYDIA P. HINTON**  
8427 Farmington Drive East  
Southaven, Mississippi 38671

**STATE OF MISSISSIPPI**

**COUNTY OF DeSOTO**

On this the 5 day of OCT, 2000, before me, a Notary Public, personally appeared **JOHNNY B. HINTON AND CLYDIA P. HINTON**, personally known to me to be the persons whose name are subscribed to this instrument, and acknowledged that they executed it for the purposes herein expressed.



Linda G. Smith

Notary Public, State of Mississippi  
My Commission Expires: **COMMISSION EXPIRES: May 12, 2001.**  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

**MISSISSIPPI FILING INSTRUCTIONS:**

**Pursuant to Code 89533::  
MISCELLANEOUS INDEX**

**After recording return to:**  
Mr. & Mrs. Johnny B. Hinton  
8427 Farmington Drive East  
Southaven, Mississippi 38671  
662-342-0552

This instrument prepared by:  
The Legal Department of  
Mid-South Trust & Estate Planning  
3220 N. Turnbull Drive  
Metairie, Louisiana 70002  
(504) 454-0667

646

Virden Homes, Inc., a Mississippi Corporation  
Grantor (s)

WARRANTY  
DEED

To  
Johnny B Hinton and wife, Clydia P. Hinton, as  
Grantee (s) joint tenants with full rights of survivor-  
ship and not as tenants in common

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and  
other good; legal, sufficient, and valuable considerations, the receipt of all of which is  
hereby acknowledged, we, the undersigned Grantor (s), do hereby sell, convey and warrant  
unto the above Grantee (s) the following described land and property situated in the County  
of DeSoto, State of Mississippi, being more particularly described as follows, to-wit:

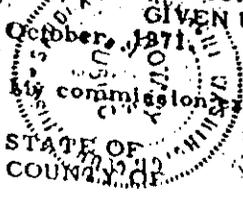
Lot 781, Section F, Carriage Hills Subdivision, in Section 24,  
Township 1 South, Range 8 West, as per plat thereof recorded in  
Plat Book 6, Pages 3 and 4, in the office of the Chancery Clerk  
of DeSoto County, Mississippi.

This conveyance is made subject to all applicable building restrictions, restrictive  
covenants, and easements of record.  
The Grantee (s) herein by acceptance of this conveyance assume and agree to pay a  
pro rata share of all ad valorem taxes for the year 1971  
WITNESS the signature of the Grantor under its corporate seal, this 8th day of  
October, 1971.

Michael L. Virden, Secretary-Treasurer  
STATE OF MISSISSIPPI  
COUNTY OF WASHINGTON

VIRDEN HOMES, INC.  
By: W.T. Virden  
W. T. Virden

PERSONALLY appeared before me, the undersigned authority of law in and for  
the jurisdiction aforesaid, the within named W. T. Virden and Michael L. Virden  
who acknowledged that as President and Secretary-Treasurer  
respectively, for and on behalf of and by authority of Virden Homes, Inc.  
they signed the above and foregoing instrument and affixed the corporate seal of said  
corporation thereto and delivered said instrument on the day and year therein mentioned.  
GIVEN UNDER MY HAND and seal of office this the 8th day of  
October, 1971.



Sandra M. Masagni  
Notary Public

My Commission Expires March 24, 1974

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
40 minutes A.M. 15 day of Oct 1971, and that the same  
has been recorded in Book 91, Page 676 records of WARRANTY DEEDS  
of said county.

Witness my hand and seal this the 19 day of Oct, 1971.  
Fees \$ 2.00 pd  
SEAL H. B. Stuyser CLERK