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**PREPARED BY AND, AFTER RECORDING, RETURN TO:
FIRST NATIONAL FINANCIAL TITLE SERVICES, INC
LAWRENCE F HATTEN, III, ATTORNEY
6880 COBBLESTONE BLVD., SUITE 2
SOUTHAVEN, MS 38672
(662) 892-6536
FILE # S18135**

CERTIFICATE OF TRUST AGREEMENT

Pursuant to the provision of Section 91-9-7, MCA, the following information on a Trust Agreement and the formation of a Trust under said agreement is hereby furnished:

- (a) Name of the Trust: The Adele W. Couch Revocable Living Trust,
dated July 21, 1997
- (b) Office of the Trust: 13639 Whispering Pines
Olive Branch, MS 38654
- (c) Trustee: Jerry Keff Couch, Jr.
13639 Whispering Pines
Olive Branch, MS 38654
- (d) Grantor: Adele W. Couch
1540 Hernando Pointe Cove S
Hernando, MS 38632
- (e) Real Property: All interests in real property owned by or conveyed to the
trust are:

SEE ATTACHED EXHIBIT "A"
- (f) Termination: The Trust shall continue so long as the Trustee has any powers
or duties in regard to the Trust Property and the Trust serves a
material purpose.

- (g) General Powers of Trustee: The Trustee shall have the following powers over the Trust Property held by them at any time hereunder:
1. To acquire, sell, exchange, lease, transfer, convey, pledge, mortgage, grant easements, or in any manner dispose of, encumber, improve, or deal with the Trust Property or any part thereof or any interest therein, from time to time, with or without order of court, at public or private sale or otherwise, upon such terms and conditions, including credit, and for such consideration as the Trustee shall deem advisable, and to transfer and convey the Trust Property or interest therein which is at the disposal of the Trustee, in fee simple absolute or otherwise, free of all trust;
 2. To execute and deliver such deeds, assignments, mortgages and other documents as may be necessary or appropriate to accomplish and effectuate any transaction pertaining to the Trust Property;
 3. To execute corrective documents;
 4. To execute warranty deeds;
 5. To create easements and to release, convey, or assign any right, title, or interest with respect to any easement on the property or part thereof;
 6. To pay taxes, assessments and other expenses incurred in the collection, care, administration, and protection of the trust;
 7. To foreclose, as an incident to the collection of any bond, note, or other obligation, any mortgage, deed of trust, or other lien securing the bond, note, or other obligation and to bid in the property at the foreclosure or to acquire the property by deed from mortgagor or obligor without foreclosure and to retain the property so bid in or taken over without foreclosure
 8. To carry such insurance coverage, including public liability, for such hazards and in such amounts, either in stock companies or in mutual companies, as the Trustee shall deem advisable;
 9. To collect, receive, and issue receipts for rents, issues, profits, and income derived from the Trust Property; and

To compromise or settle any claims for or against the Trust; and rescind or modify any contract affecting same, all in such manner and upon such terms as the Trustee deems best.

Executed this the 11th day of MARCH, 2011.

Jerry Keff Couch, Jr. Trustee

Jerry Keff Couch, Jr., Trustee

STATE OF MS

COUNTY OF DeSoto

PERSONALLY appeared before me, the undersigned authority of law in and for said county and state, on this 11th day of MARCH, 2011, within my jurisdiction, the within named Jerry Keff Couch, Jr., who acknowledged that he is the Trustee of the Adele W Couch Revocable Living Trust, dated July 21, 1997, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.

[Signature]

Notary Public



(SEAL)

My Commission Expires:

Exhibit "A"

Legal Description to Certificate of Trust Agreement

Lot 34, HERNANDO HILLS SUBDIVISION, in Section 6, Township 3 South, Range 7 West per plat thereof of record in Plat Book 31 at Pages 16-18, in the Office of the Chancery Clerk of DeSoto County, Mississippi.