

Prepared by and after recording return to:

Daniel C. Shumake, Esq.  
Williams, McDaniel, Wolfe & Womack, P.C.  
5521 Murray Road, Memphis, TN 38119-3717  
(901) 767-8200

Mississippi Bar No. 100323

### CERTIFICATE OF TRUST

This Certificate of Trust is made and entered into by the undersigned duly appointed qualified and serving trustee of **Donald E. Lawrence, Sr. and Shirley A. Lawrence Living Trust dated March 3, 2011**, and in accordance with Miss. Code Ann. § 91-9-7 and under authority of Tenn. Code Ann. § 35-15-1013, who states as follows:

1. **NAME:** The Name of the Trust is the **Donald E. Lawrence, Sr. and Shirley A. Lawrence Living Trust dated March 3, 2011**.

2. **TRUSTEE AND ADDRESS:** The street and mailing address and phone of the office of the Trust and of the name, street and mailing address of the Trustee(s) is:

Donald E. Lawrence, Sr.  
6360 Massey Manor Cove  
Memphis, TN 38120  
Phone: (901) 681-9170

Shirley A. Lawrence  
6360 Massey Manor Cove  
Memphis, TN 38120  
Phone: (901) 681-9170

3. **GRANTOR:** The name and street and mailing address and phone of the Grantor(s) is:

Donald E. Lawrence, Sr.  
6360 Massey Manor Cove  
Memphis, TN 38120  
Phone: (901) 681-9170

Shirley A. Lawrence  
6360 Massey Manor Cove  
Memphis, TN 38120  
Phone: (901) 681-9170

4. **REAL PROPERTY:** The legal description of the real property interest owned by the Trust in DeSoto County, Mississippi is as follows:

Lot 9, Section A, Chickasaw Bluff Lakes Subdivision as shown on plat appearing of record in Plat Book 6, Pages 18-22, in the Chancery Court Clerk's Office of Desoto County, Mississippi, to which plat reference is made for a more particular description. Said lot being situated in Section 18, Township 3, Range 9.

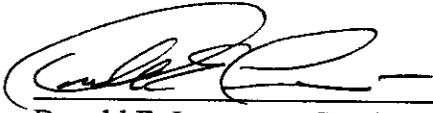
5. **ANTICIPATED TERMINATION:** The anticipated date of termination of the Trust is 90

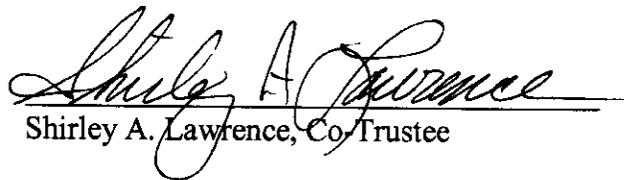
years from the date hereof.

6. **TRUSTEE POWERS:** The administrative and/or managerial powers of the Trustee(s) and Successor Trustee(s) of the Trust are:
  - (a) All powers granted to Trustees under Tenn. Code Ann. § 35-50-110, as amended from time to time, the provisions of which are incorporated herein by this reference.
  - (b) Full power to deal with real estate including, but not limited to, the power to purchase, sell, mortgage, encumber, lease, grant easements and rights of way, and to otherwise contract regarding or for the purchase or sale of such real estate; all without joinder of beneficiary and without disclosing any beneficiary of the Trust.
  - (c) All Trustee powers shall be broadly construed and may be exercised without court approval.
  - (d) No person dealing with the Trustee(s) in the capacity of purchaser, seller, acquirer, lender, tenant, lessor, lessee, contractant or otherwise shall be bound to inquire into the capacity to act on the part of the Trustee or into the authority for or the propriety of any act of the Trustee nor shall such person be required to see to the application or disposition of any money or the property paid, delivered or loaned to the Trustee.
  
7. **POWER TO REVOKE:** This trust is a Revocable Grantor Trust. The Grantors retain the right to alter, amend or revoke the trust. No person other than the Grantors has any power to revoke this trust.
  
8. **SUCCESSOR TRUSTEE:** Following such time as a Grantor is unable, by reason of illness, old age or other infirmity to handle legal or personal affairs, or in the event of the death of a Grantor, the surviving Grantor shall serve as sole Trustee.
  - (a) The Grantors may appoint further successors to serve if neither are able or willing to serve as sole Trustee. They may remove and/or replace any successors so appointed.
  - (b) If neither Grantor is able or willing to serve and if a further successor is required, then DONALD E. LAWRENCE, JR. and DAVID L. LAWRENCE shall serve as Successor Co-Trustees. If either is unable or unwilling to serve, then the remaining Co-Trustee shall serve as sole Trustee. If neither is able or willing to serve as the Trustee, they shall be succeeded by FIRST TENNESSEE NATIONAL BANK ASSOCIATION.
  
9. **TRUST ADMINISTRATION:** If this Trust is being administered by more than one Trustee, with respect to any administrative action (e.g., signing checks, transferring funds), the signature of only one Trustee shall be required. Any one Trustee can act and bind the trust. Accordingly, any person dealing with one of the Co-Trustees shall not be required to secure the signature or approval of the other Co-Trustees. Co-Trustees may appoint a Managing Trustee and delegate administrative duties.
  
10. **TITLE TO TRUST PROPERTY:** Trust property should be titled as follows: Donald E. Lawrence, Sr. and Shirley A. Lawrence, Co-Trustees of the Donald E. Lawrence, Sr. and Shirley A. Lawrence Living Trust dated March 3, 2011, their successors and assigns.

- 11. SPENDTHRIFT PROVISIONS: No person who is a beneficiary under any of the provisions of this Trust estate shall have the right, power or authority to voluntarily or involuntarily assign, give, grant, sell, convey, mortgage, pledge or otherwise dispose of, encumber or anticipate the income, or any installment thereof, or any share in the corpus, until same is actually transferred or paid to such beneficiary. Any such attempted assignment is void. The income and corpus of the trust estate shall not be subject to execution or any other legal process for any debt or liability, including the claim of a spouse or former spouse.
- 12. This trust is a Community Property Trust as defined in TCA § 35-17-101, et seq.
- 13. REPRESENTATIONS: To the best of the undersigned's knowledge, the Trust has not been revoked, modified, or amended in any manner that would cause the representations and statements contained herein to be incorrect.

Witness our signatures on this 11<sup>th</sup> day of April, 2011.

  
 \_\_\_\_\_  
 Donald E. Lawrence, Sr., Co-Trustee

  
 \_\_\_\_\_  
 Shirley A. Lawrence, Co-Trustee

STATE OF TENNESSEE  
COUNTY OF SHELBY

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared **Donald E. Lawrence, Sr. and Shirley A. Lawrence**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged upon oath or affirmation that they executed the within instrument for the purposes therein contained, and who further acknowledged upon oath or affirmation that they are the duly appointed and serving Co-Trustees of the **Donald E. Lawrence, Sr. and Shirley A. Lawrence Living Trust dated March 3, 2011.**, and that they are authorized under said Trust, to execute this instrument for the purposes therein contained.

WITNESS my hand, at office, in Memphis, Shelby County, Tennessee this 11<sup>th</sup> day of April, 2011.

  
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 NOTARY PUBLIC

My Commission Expires:

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