

\* This document prepared by and return to: Rebecca S. Thompson, MSB #9765, Smith, Phillips, Mitchell, Scott & Nowak, LLP, P.O. Box 346, Hernando, MS 38632, 662-429-5041

### CERTIFICATE OF TRUST AGREEMENT

On January 10, 2003, Smith Howell, Sr., as Testator, executed a Last Will and Testament creating a testamentary Charitable Trust to become effective upon his death and probate of his Last Will and Testament. Smith Howell, Sr. departed this life May 5, 2010 and his estate was probated in DeSoto County Chancery Court Cause No. 10-09-2056 and this Charitable Trust was established pursuant to the terms of his Last Will and Testament filed for record in Will Book 36 at page 752 of the Will Records of DeSoto County, Mississippi. Pursuant to Paragraph III of said Will establishing the trust and terms thereof names Smith Howell, Jr., Mark Howell, and Betty Ann Norris as Trustees of the trust.

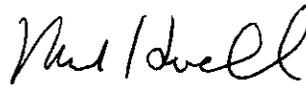
Therefore, Smith Howell, Jr., Mark Howell, and Betty Ann Norris, as the Trustees and pursuant to Sections 91-9-1 and 91-9-7 of the Mississippi Code of 1972, as amended, having been duly sworn according to law, state as follows:

1. This Certificate of Trust Agreement relates to a testamentary charitable trust dated January 10, 2003 and which became effective May 5, 2010 and which remains in full force and effect.
2. The name of the trust is The Charitable Trust of Smith Howell, Sr.
3. The name and street and mailing address of the trustee is:  
  
Smith Howell, Jr.  
1663 Cedar Trail Cove  
Hernando, Mississippi 38632  
  
Mark Howell  
10017 Bentwood Tree Cove  
Collierville, TN 38017  
  
Betty Ann Norris  
14086 Airline Highway, #2618  
Gonzalez, LA 70737
4. The grantor, Smith Howell, Sr., is deceased having departed this life in 2010. At the time of his death his address was 7194 Golden Oaks Loop East, Southaven, Mississippi, 38671.
5. The legal description of the real property interests owned by the trust is as follows: **Lot 22, Golden Oaks Community, located in Section 29, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof of record in Plat Book 63, Page 44, and revised in Plat Book 67, Page 18, in the office of the Chancery Clerk of DeSoto County, Mississippi.**

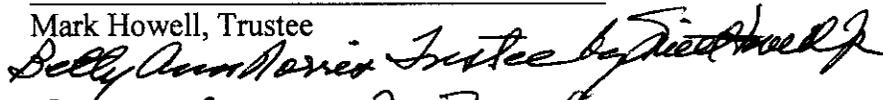
- 6. The anticipated date of termination of the Trust is: five years from the date of death of the grantor that date being May 5, 2015.
- 7. The trust grants to the trustee the following powers: In administering the trust, the trustees shall have all of the trustee powers and discretions conferred upon such trustees the Testamentary Charitable Trust set forth in the Last Will and Testament of Smith Howell, Sr. Trustees have authority to sell real estate and to use funds of trust to donate to various charitable projects on benevolent causes as the Trustees may elect.
- 8. This Certificate of Trust Agreement is executed pursuant to Mississippi Code Section 91-9-7, 1972 as amended.

WITNESS OUR SIGNATURES this the 23rd day of August, 2011.

  
 \_\_\_\_\_  
 Smith Howell, Jr., Trustee



\_\_\_\_\_  
 Mark Howell, Trustee

  
 \_\_\_\_\_  
 her Attorney In Fact

\_\_\_\_\_  
 Betty Ann Norris, Trustee by Smith Howell, Jr., her Attorney-in-Fact

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named Smith Howell, Jr., Trustee who acknowledged that he is Trustee of The Charitable Trust of Smith Howell, Sr. and that in said representative capacity he executed the above and foregoing, after first having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 23rd day of August, 2011.

  
 \_\_\_\_\_  
 NOTARY PUBLIC

(SEAL)

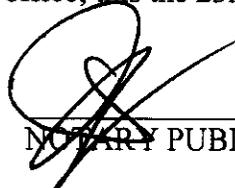
My Commission Expires:



STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named Mark Howell, Trustee who acknowledged that he is Trustee of The Charitable Trust of Smith Howell, Sr. and that in said representative capacity he executed the above and foregoing, after first having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 23rd day of August, 2011.

  
NOTARY PUBLIC

(SEAL)

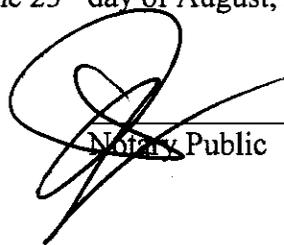
My Commission Expires:



STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of August, 2011, within my jurisdiction, the within named SMITH HOWELL, JR., who acknowledged that he is Attorney-in-Fact of BETTY ANN NORRIS and that for and on behalf of said BETTY ANN NORRIS as her capacity as Trustee of The Smith Howell, Sr. Charitable Trust, he subscribed the name of BETTY ANN NORRIS to the foregoing instrument of writing and principal as his own name as Attorney-in-Fact and signed and delivered the same on the day and year, and in the capacity therein mentioned, after first having been duly authorized so to do.

Given under my hand and seal at office this the 23<sup>rd</sup> day of August, 2011.

  
Notary Public



THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE  
BALTIMORE, MARYLAND

DK P BK 146 PG 436

**OWNERS/SELLERS AFFIDAVIT**

(To be executed by Seller or Owner)

RE: FILE NO./NAME: BEVE0811  
PROPERTY: 7194 GOLDEN OAKS LOOP  
CITY/STATE: SOUTHAVEN, MS 38671  
COUNTY: DESOTO

DATE: AUGUST 23, 2011

**FOR RESIDENTIAL PURPOSES ONLY**

The undersigned, being first duly sworn according to law and intending to be legally bound hereby, depose(s) and say(s) as follows:

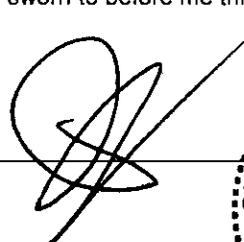
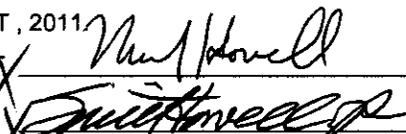
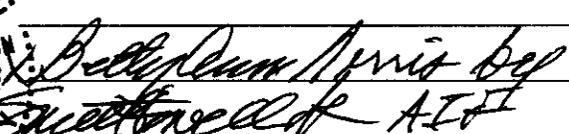
- (1) I/We am (are) of full legal age and under no legal disability.
- (2) I/We am (are) the owner(s)/seller(s) of all that certain real property referenced above.
- (3) There is no pending proceeding for divorce, annulment or other matrimonial action in any jurisdiction to which owner(s)/seller(s) is/are a party nor have owner(s)/seller(s) been a party to any such proceeding in any jurisdiction.
- (4) I/We have owned the property now being sold or mortgaged by me/us continuously for since 10/09/1998 years last past, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claims to any of said property might be asserted adversely.
- (5) No party other than the affiant(s) is/are in possession of all or any portion of the property above described under any unrecorded leases, tenancy at will or otherwise.
- (6) The Owner(s)/Seller(s) during the time of ownership of the property above described has/have conveyed no portion of the property nor done any act or allowed any act to be done which has changed or could change the boundaries of the property.
- (7) The Owner(s)/Seller(s) has/have allowed no encroachments on the property above described by any adjoining landowners nor has/have the undersigned encroached upon any property of adjoining landowners.
- (8) The Owner(s)/Seller(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the property above described and has/have no knowledge of such adverse rights.
- (9) All improvements on the property were completed not less than 120 days prior to the date of this affidavit and all charges for any such improvements have been paid in full and affiant has not received notice from any party of a claim for such charges.
- (10) There are no pending repairs or improvements to the street(s) adjacent to the land.
- (11) Any improvements we added to the property were authorized by a building permit.
- (12) Owner(s)/Seller(s) are not aware, and have not been told, that the improvements on the land violate any building permit, zoning, restrictions or covenants.
- (13) The land has actual pedestrian and vehicular access to and from a public street.
- (14) Owner(s)/Seller(s) has/have not received notice of nor have any actual knowledge of any recent or future planned improvements that will or might result in a special assessment against this property.
- (15) No judgment or lien has been entered and/or recorded in any court of this State or of the United States against said Owner(s)/Seller(s) which remains unsatisfied and that no proceedings in bankruptcy have been instituted by or against Owner(s)/Seller(s) in the U.S. Bankruptcy court sitting in any State or territory of the United States within the last seven (7) years.
- (16) There are no unpaid or delinquent real estate taxes or public or private benefit assessments against said premises; further, there are no unpaid or delinquent water or sewer or service charges against said premises.
- (17) Owner(s)/Seller(s) has/have no knowledge of any unpaid homeowners, condominium or other related special assessments regarding the property.

EXCEPT: NONE

THIS AFFIDAVIT is made for the purpose of inducing The Security Title Guarantee Corporation of Baltimore to issue its policy(ies) of title insurance, well knowing that they will do so only in complete reliance upon the truth and accuracy of the statements contained herein.

The undersigned shall indemnify and hold harmless The Security Title Guarantee Corporation of Baltimore against all loss, cost, charge, liability, or expense whatsoever, including, without limitations, court costs and attorney's fees, which The Security Title Guarantee Corporation of Baltimore may sustain under its policy or policies of title insurance on account of the omission or misstatements of information contained in this affidavit.

Subscribed and sworn to before me this 23rd day of AUGUST, 2011

 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)



NOTE: (If Owner/Seller is an entity, it is understood and agreed that the corporate officer, partner or member executing this affidavit does so based upon facts within his or her personal knowledge and belief.)