

STATE MS.-DESOTO CO.
FILED

BOOK 264 PAGE 158

This Instrument Prepared By:
TOLLISON AUSTIN & TWIFORD
316 W. Commerce St.
Hernando, MS 38632

Nov 12 2 24 PM '93

HB3257A

ALBERT A. METTS, ETUX,
GRANTORS

BK. 264 PC 158
W.E. DAVIS CH. CLK.
By B. Cleveland A

WARRANTY

TO

DEED

RAINBOW INTERNATIONAL,
GRANTEE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, ALBERT A. METTS and wife, VIRGINIA D. METTS, do hereby sell, convey, and warrant unto RAINBOW INTERNATIONAL TRUST, an Irrevocable Trust created under the U. S. Constitution Common Law - Right to Contract, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 20, Pleasant Hill, Arkabutla Reservoir, located in the northwest quarter of the northeast quarter of Section 36, Township 3 South, Range 9 West, DeSoto County, Mississippi, more particularly described as follows: BEGINNING at the point located at the southeast corner of Lot 20, from which point an iron pipe located 20 feet south of the northwest corner of the southeast quarter of Section 31, Township 3 South, Range 8 West, bears north 84 degrees 56 minutes east, 4819.39 feet distance; run thence south 68 degrees 06 minutes west, 267.0 feet to a point; thence north 21 degrees 33 minutes west, 154.66 feet to a point; thence north 69 degrees 04 minutes east, 226.79 feet to a point; thence south 36 degrees 31 minutes east 155.86 feet to the point of beginning, containing 0.87 acres, more or less.

And being the same property conveyed to the grantors herein by Warranty Deed of record in Book 262, Page 294, Chancery Clerk's Office, DeSoto County, Mississippi.

The warranty in this deed is subject to rights of ways and easements for public roads and public utilities, to building, zoning, subdivision and health department regulations in effect in DeSoto County, Mississippi.

Taxes for 1993 will be paid by the purchaser, and possession is given with this deed.

WITNESS our signature(s), this the 10th day of November, 1993.

Albert A. Metts
Albert A. Metts

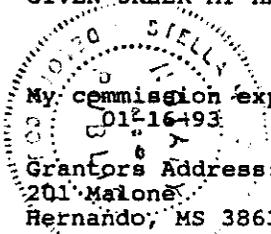
Virginia D. Metts
Virginia D. Metts

STATE OF MISSISSIPPI:
COUNTY OF DESOTO:

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named ALBERT A. METTS AND WIFE, VIRGINIA D. METTS, who acknowledged that they signed and delivered the above and foregoing Deed on the day and year therein mentioned, as their free act and deed, and for the purposed therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of November, 1993.

Stella W. Pomering
Notary Public



My commission expires:
01-16-1993
Grantors Address:
201 Malona
Hernando, MS 38632

Grantees Address:
6462 Pleasant Hill Drive
Hernando, MS 38632

Phone: Res.- 429-4732
Bus.- 895-4029

Phone: Res.- 429-3660
Bus.- 763-9236

When recorded mail to:

BOOK 264 PAGE 159

(1) _____

(2) RAINBOW INTERNATIONAL
Irrevocable Trust

Date: April 01, 1993

PARTIES TO THIS TRUST AGREEMENT:

Trustor: (3) American Liberator Trust
1309 E. Northern, S-600
Phoenix, AZ. 85020

(4) _____

Trustee: (5) American Common Trust
P.O. Box 27413
Tempe, AZ. 85285

(6) _____

(7) _____

Trust I.D. 0 2 5 4 4

ARTICLE II

BENEFICIARIES OF TRUST:

- (8) LEE ENTERPRISES _____ born _____
- _____ born _____

The following statement is applicable? - YES - NO (Circle one)

Addition to listed "beneficiaries": "Any and all such children as born to the above Trustor either naturally or adopted subsequently to the date of this agreement."
(The above statement is optional, select yes or no and initial at end.)

ARTICLE III

PURPOSE:

The Trustor transfers to the Trustee all property listed in Schedule A attached to this agreement for the uses and purpose specified in this agreement. Trustee shall hold, manage, invest and reinvest the property transferred and distribute income and principal to the designated beneficiaries according to the terms and conditions of the trust or separate trusts established by the agreement. The good faith is further strengthened when Congress passed P.L.- 97-280 declaring 1983 the Year of the Bible and for all persons to live by spiritual principles.

ARTICLE IV

NO POWERS RESERVED BY TRUSTOR:

This trust is irrevocable. It is amendable only by the trustee/s and must be held and distributed according to its terms. Additional property may be added to this trust at any time by any person, which property shall be held by Trustee under the terms of this trust as the terms apply at the time of addition subject to future acceptance by Trustee.

POWERS OF THE TRUSTEE

- (A) Trustee shall pay the net income to or for the benefit of the beneficiaries. All income shall be deemed as currently distributable.
- (B) If, in the opinion of the Trustee, the beneficiaries are in need of additional funding to provide adequately for his or her health, education and support in reasonable comfort, Trustee shall pay to or for the benefit of the beneficiaries such amounts from the principal of the trust from time to time as it shall determine in its discretion to be necessary or appropriate for such purposes.
- (C) On the death of the beneficiaries, Trustee shall pay the then remaining principal and undistributed income to or among such person or persons or to the beneficiaries' estate in such amounts or proportions and in such manner, including outright, or in trust, as the beneficiary(ies) shall appoint in his or her Last Will if such makes specific reference to the exercise of this power.
- (D) On the death of the beneficiary(ies), if or to the extent distribution is not made pursuant to exercise of the power of appointment granted in the previous paragraph, Trustee shall distribute the balance of principal and undistributed income to the beneficiary(ies)'s surviving issue, such issue to take by right or representation.
- (E) If, by the previous paragraph, any distribution is required to be made to a minor, the interest so required to be distributed shall be indefeasibly vested in the minor until such time as the minor attains his or her majority or dies, whichever first occurs. Trustee may pay so much of the income and principal to or for the benefit of the minor as in the Trustee's sole discretion is necessary to provide for his or her health, education and support in reasonable comfort. Any income not distributed may be added to the principal of such interest and invested as a part thereof. Then when the minor attains his or her majority or dies, whichever first occurs, the then remaining principal and undistributed income shall be paid to him or her, if living, or to his or her estate, if deceased.
- (F) If, or to the extent, the above provisions do not provide for distribution of the trust estate, or any part thereof, such interest shall be distributed free of trust upon termination of all prior estates or interest to the intestate heirs of the beneficiary(ies) as then determined by the laws of the state of original jurisdiction as then in effect.
- (G) No Trustee or successor Trustee shall be required to give any bond or other security.
- (H) The trustee if deemed necessary and appropriate, may move the trust situs to any state or nation pursuant to U.C.C.I. 1-105. Choice of Law.

DISTRIBUTION QUALIFICATION

(A) Trustee is not to recognize any transfer, mortgage, pledge, hypothecation, assignment or order of a beneficiary(ies) which anticipates the payment of any part of the income or principal. The income and principal of the trust estate shall not be subject to attachments, garnishments, creditor's bills or executions to satisfy any debts, obligations or torts of any beneficiary(ies) nor shall any part of the trust estate pass to a trustee or receiver in any bankruptcy proceedings initiated by or against any beneficiary(ies).

(B) Required distributions of income to a beneficiary(ies) shall be deemed as currently distributable and in the sole discretion of the trustee.

Distributions of income or principal to any beneficiary(ies) may be:

1. Paid directly to the beneficiary(ies); or
2. Deposited in any bank to the credit of the beneficiary(ies) in an account carried in the beneficiary(ies)'s name either alone or jointly with others; or
3. Expended for the benefit of the beneficiary(ies); or
4. Paid to someone who has undertaken the responsibility legally or voluntarily, for the support and maintenance of the beneficiary(ies); or
5. Reinvested and maintained within the trust for the benefit of the beneficiary(ies).

After making any payment or distribution, trustee shall be fully discharged of liability with respect to and further accountability for such payment or distribution.

(C) If the market value of the aggregate assets in the principal account totals less than fifty thousand dollars (\$50,000.00), this trust may be terminated in the sole discretion of the Trustee and distributed to the income beneficiary(ies) or beneficiaries in proportion to their income interests; or, if such interests are indefinite, then to the income beneficiaries in such equitable proportions as Trustee shall determine.

(D) Trustee is directed to regard the income beneficiary(ies) or beneficiaries at any given time as having primary rights under this agreement and Trustee is directed to consider only the welfare of income beneficiaries in the exercise of discretionary powers and disregard the interests of any successor beneficiaries. Any discretionary right to use principal shall include the right to exhaust principal for such purpose. No beneficiary(ies) shall have any right to compel Trustee to make any discretionary payment or expenditure or question the propriety of any discretionary payment or expenditure made by Trustee. Any discretionary determination made by Trustee shall be final as to all beneficiaries.

(E) On the death of a beneficiary(ies) entitled to income payments, any accrued or undistributed income shall continue to be treated as income and shall be held and accounted for, or distributed, in the same manner as if the income had been received and accrued after the beneficiary(ies)'s death.

(F) Trustee's discretion to distribute principal to or for the benefit of a beneficiary(ies) shall include authority to pay expenses of last illness, funeral and burial expenses of the beneficiary(ies), after death; provided that any calculations of successor interests shall be made as if any such payments had been made from principal prior to the death of such beneficiary(ies).

(G) If any trust created by this agreement is still in existence twenty-one (21) years after the death of all persons listed in Article 11 and their descendants who are living on the date of this trust, all shares shall immediately vest in the persons then entitled to the income and in proportion to their income interests or, if such interest are indefinite, then to the income beneficiaries in such equitable proportions as Trustee shall determine.

ARTICLE VII

POWERS AND DUTIES OF TRUSTEE

(A) With respect to this trust and any sub-trusts created by this agreement, and property thereof, Trustee shall have all powers given it by law and all powers which may be exercised by individuals owning similar property in their own right. Without restricting the generality of the foregoing, the following powers are set forth by way of illustration of the extent of powers granted and not by way of limitation, to be exercised from time to time by Trustee in its discretion.

1. To receive additions to any trusts established under this agreement from any source, and to administer such additions according to the terms of this agreement;
2. To retain indefinitely without liability for loss any property or interest in property received in kind by Trustee as an addition to the trust estate regardless of degree of risk affect on diversification or non-productivity of the asset;
3. To sell, exchange, lease, grant options to purchase and execute contracts concerning trust property for such considerations and upon such conditions and payment terms as Trustee may determine without regard to the termination date of any trust;
4. To invest and reinvest trust funds from time to time in bonds, notes, debentures, corporate stocks of any class, trust interests including common trust funds and investment trust shares, real estate or any other kind of real and personal property or business interest without being limited by any statute or rule of law concerning proper investments for Trustee; to assign undivided interests in investments to any separate trust or shares established by this agreement;
5. To participate in the management of business enterprises, as stockholder, partner or principal, to participate in any organization or reorganization of a business enterprise committing and transferring trust assets or funds for such purposes; to vote stock by proxy or otherwise; to deposit or transfer securities to protective or voting committees or similar bodies; and to exercise any options, execute any documents and delegate authority to act in its behalf in furtherance of any of these activities;
6. To operate, improve or develop real estate; to construct, alter, raze, or repair buildings or

structures on real estate; to partition, subdivide, dedicate to public use, grant easements or other rights with respect to or otherwise deal with real estate;

7. To employ and compensate attorneys, accountants, brokers, agents and custodians;
8. To pay all costs and expenses of the trust and its property, including reasonable compensation to Trustee for its services not to exceed one dollar (\$1.00) per year plus expenses necessary to conduct the business of the trust;
9. To arbitrate, settle, compromise, contest, foreclose, extend or abandon claims or demands in favor of or against the trust or its assets;
10. To borrow at interest money from any banking institution or from any other source, and to assume indebtedness and encumber trust property by mortgage or pledge;
11. To allocate receipts and disbursements between principal and income on a reasonable basis giving consideration to its usual custom and the State principal and income statutes as may be in effect from time to time in making its determinations; to establish reserves out of income, if it sees fit, for depreciation of property, and anticipated expenses;
12. To enter into any transaction authorized by this article with Trustees or personal representatives of other trusts or estates in which any beneficiary(ies) of this trust agreement has an interest or which by its terms distributes to any trustee established by this agreement, even though Trustee also serves the other trust or estate in a fiduciary capacity; and in such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes a large proportion of the balance of the trust estate, and to retain any such property or note as if it had been received in kind as an addition to the trust estate;
13. To purchase and own policies of life insurance on the life of any beneficiary(ies) under this trust agreement; to pay premiums or charges on life insurance from income or principal; and to exercise any and all settlement options, right or incidents of ownership trustee may have over policies of life insurance; to purchase and own policies of life insurance on the life of the original trustor provided that the beneficiary(ies) of said life insurance is the trustorsa herein named.
14. To determine the market value of any investment for any purpose on the basis of such quotations or information as trustee deems pertinent and reliable;
15. To make any distribution or division of the trust property in cash or in kind, or both, and to allocate or allot specific assets among or to beneficiaries on the basis of current values determined by Trustee.
16. To contract, on behalf of the trust, with any company, corporation, or individual for services by either the company, corporation, or individual or by the trustee or any designated agent.
17. To collect, in the name of the trust or if necessary, in the name of the trustee or designated agent, any and all monies or property in kind due as the result of services by any agent acting in behalf of said trust. If any monies so collected are required to be collected in

the name of the trustee or agent, the trust, through its trustee or beneficiaries, shall immediately have a lien under the Claim of Right to any and all such monies or property collected.

18. The trustee is hereby authorized to buy, sell, trade and deal in stocks, bonds, securities and commodities of every nature on margin or otherwise, and to engage in covered option writing, and in connection therewith to borrow money and to pledge any and all stocks, bonds, securities and commodities and to execute any and all agreements on behalf of the trust which may be required to establish said margin accounts.

(A) No person dealing with, making payments to or delivering property to trustee shall be obliged to inquire as to the powers of trustee nor to see the application of any money or property delivered to trustee.

(B) Until trustee shall have written notice of any event or the existence of any document upon which the right to payments under this agreement may depend, trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by the event or by the existence of such document.

(C) A trustee may at any time by giving thirty (30) days written notice to each adult beneficiary(ies) then entitled to receive income from the trust, resign. On such resignation, a successor trustee shall be selected by the resigning trustee. If selection of a successor trustee has not been made by the effective date of a resignation, the resigning trustee or any adult beneficiary(ies) may petition for the appointment of a trustee in any appropriate court.

(D) A trustee may at any time and from time to time petition any appropriate court to have trust accounting judicially settled.

(E) In the event of the death of the trustee, a successor trustee shall be selected by a separate authorization made by the trustee prior to his death. In the event that a successor trustee has not been made or is unwilling to accept, any adult beneficiary(ies) may petition for the appointment of a trustee in any appropriate court.

(F) In the event the trustee becomes incapacitated or temporarily leaves the jurisdiction of the trust, trustee may delegate his duties, authority and/or responsibilities to any person he so designates. Such designation shall be written and shall be effective only in the absence of or the inability of the trustee to act on behalf of this agreement.

ARTICLE VIII

INTERPRETATIONS

(A) As used in this agreement, the terms "child" and "children" shall mean descendants of any degree. All terms shall include adopted children with full effect as if they were the natural children of the adopting parents. All terms include those persons born subsequent to the date of this agreement.

(B) No significance is to be attached to the use of singular or plural designations or the use of the masculine, feminine, or neuter gender in this agreement. Each designation or gender shall be construed to include the others where appropriate.

(C) This trust agreement shall be construed and regulated by the laws of the state of original jurisdiction as now or hereafter in effect. The trustee/s can amend the situs of the trust with a minute entry.

SCHEDULE A

(9) 1. Real Estate described as follows:

(10) 2. Automobiles as follows:

(11) 3. Life insurance policies as follows:

(12) 4. Other:

IN WITNESS WHEREOF, Trustor has hereunto signed this trust and trustee has caused its name to be subscribed by its duly authorized agent;

Douglas Carpa
Trustee

Trustee
[Signature]
Trustor

Trustor

STATE OF Arizona)
County of Maricopa) ss.

On the 1st day of April, 19 93,

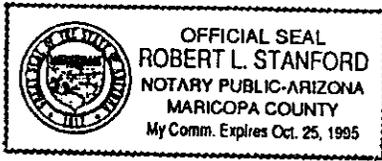
before me, Robert Stanford the undersigned, a Notary Public,
personally appeared Douglas J. Carpa, and Michael Bloomquist

known to me (or satisfactorily proven) to be the person (s) whose name (s) is/are subscribed to
the above instrument and acknowledged that they executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert L. Stanford
Notary Public

My commission expires:



DESIGNATION

In the event of my, our death or total incapacity, I/we

_____ hereby appoint

_____ to be successor

_____ Trustee (s) to the _____ Trust.

The successor Trustee or Trustees are to serve without bond and to have all powers granted by the said trust as if they were the original Trustee.

Douglas Carpa

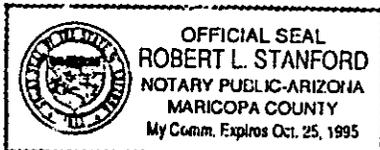
Douglas J. Carpa, Agent of a Foreign Principal, Trustee

SUBSCRIBED AND SWORN to before me this 1st day of April 1993.

Robert L. Stanford

Notary Public

My Commission Expires:



AFFIDAVIT

When recorded mail to:

KNOW ALL MEN BY THESE PRESENTS:

That Kenneth L. and Mary L. Hunt

is/are the Designated agent (s) and Manager (s) of the Rainbow International Trust created under the U.S. Constitution Common Law - Right to Contract.

__he__ is/are fully authorized to sell and buy or otherwise exchange property. __he__ has/have full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the name of and on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand, on this the 1ST day of

April, 19 93.

Douglas Carpa

Douglas J. Carpa, Agent of a Foreign Principal, Trustee

SUBSCRIBED AND SWORN to before me this 1ST day of April,

19 93.

Robert L. Stanford

Notary Public

My Commission Expires:

