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FOR AND IN CONSIDERATION OF One Dollar to _____ paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Thomas R. Harrison

Jul 7 10 02 AM '94
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_____ have this day bargained and sold, and do hereby transfer and convey, to Roger Stone, Atty Trustee, and his successors in trust, certain property in the State of ~~Mississippi~~ Mississippi DeSoto County, described as follows:

Lot 146, Section "A" Eastover Subdivision, in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 32-35, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Property Also Known As: 7199 Larkfield Olive Branch, Mississippi 38654

Maximum Total Indebtedness For Mississippi recording tax purpose is 5703.56

This being the same property conveyed to Thomas R. Harrison from William R. Churchill, by Deed dated October 16, 1991, recorded October 17, 1991 in Book 239, Page 291 recorded in the Chancery Clerks office of DeSoto County, Mississippi.

STAMP: DE SOTO CO. MS

TO HAVE AND TO HOLD said property to the said Roger Stone, Atty Trustee, and his successor in trust, forever we covenant that _____ lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered.

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WE further covenant and bind our _____ heirs and representatives, to warrant and defend the title to said property to the said Roger Stone, Atty Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons.

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But this conveyance is made in trust for the following uses and trusts, and for no other purpose:

To secure and make certain payment of my promissory note of even date herewith in the original principal amount of Five thousand seven hundred three and 56/100 (\$ 5703.56) together with all fees, insurance premiums and interest as stated in said promissory note to be payable in 1 installment of \$ 197.88 and 41 installments of \$ 197.88 each, commencing on the 6th day of August, 19 94, and continuing on the same date of each succeeding month thereafter until interest, fees, insurance premiums and principal have been paid in full and payable to the order of Pyramid Financial Services, Inc.

Now if we shall pay the sum _____ aforesaid when due, according to the terms of said note _____, then this instrument is to be of no further force or effect. But if we fail to pay the said sum _____ of money when due as aforesaid, or any part of said sum _____ according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner thereof and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving _____ 20 days' notice, by 3 publication in _____ DeSoto County _____ Mississippi to sell said property at the Courthouse door in said County, to the highest bidder for cash and free from equity of redemption, including statutory right of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. we agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And we agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of \$ _____ insurable amount _____ until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. we agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case we fail to do either, said Trustee or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First—To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

Second—To pay said debt, or any balance thereof then remaining unpaid.

Third—The residue to be paid to Thomas R. Harrison or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to Roger Stone, Atty _____, Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said Grantor and all persons holding under him shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 22nd day of June, 19 94.

Thomas R. Harrison

STATE OF TENNESSEE

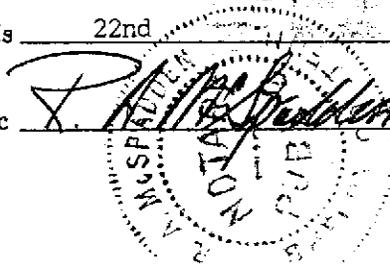
COUNTY OF Shelby

Personally appeared before me, R.A. McSpadden, a Notary Public in and for said County and State, the within named Thomas R. Harrison

the bargainer, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Memphis, TN, this 22nd day of June, 19 94.

My commission expires Oct. 15, 1996 Notary Public



STATE OF TENNESSEE

COUNTY OF

Before me, Notary Public of the State and

County aforesaid, personally appeared and

with whom I am personally acquainted, and who, upon oath, acknowledged to be and

respectively of the

the within named bargainer, a corporation, and that as such and being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the

corporation by the said as such

and attesting the same by the said as such

Witness my hand and seal, at office in

this day of, 19

Notary Public

Commission expires

This instrument was prepared by:

PYRAMID FINANCIAL SERVICES, INC. 5384 Knight Arnold, Memphis, TN 38115

NAME

Phone 901 365-4789

ADDRESS

DEED OF TRUST

FROM

TO