

This Instrument Prepared By and Returned To:  
Accurate Title and Escrow  
8245 Cordova Road Ste 100A  
Cordova, Tn 38018  
901-969-0077

Grantee's Phone number  
901-365-6390- home

**DEED OF TRUST**

FOR AND IN CONSIDERATION of One and No/100 (\$1.00) Dollars cash in hand paid to the undersigned, the receipt of which is hereby acknowledged, and other consideration hereinafter mentioned, **Cody Shroyer**, a single woman, have this day bargained and sold, and does hereby transfer and convey to Accurate Title & Escrow, Trustee, whose residence address is 8245 Cordova Rd # 100A Cordova TN 38016 Shelby County, Tennessee, and his successors in trust, certain real property in DeSoto County, Mississippi, described as follows, to-wit:

See Legal Description

MAXIMUM PRINCIPAL INDEBTEDNESS FOR Tennessee RECORDING TAX PURPOSES IS \$ 3638.40

TO HAVE AND TO HOLD said property to the said Accurate Title and Escrow Memphis trustee, and his successor in trust, forever. We covenant that we are lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered, except for

We further covenant and bind ourselves, our heirs and assigns, to warrant and defend the title to said property to the said Accurate Title and Escrow Memphis, Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

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

To secure the payment to **Reana Walker** his heirs and assigns of a certain Promissory Note of even date herewith executed by the undersigned in the original principal amount of **Three Thousand Six Hundred Thirty Eight Dollars and 40/100(\$3648.40)** Dollars, plus interest, attorneys' fees, and other sums payable thereunder, and all extensions, renewals and modifications thereof. The said Promissory Note has a maturity date of ~~November 15, 2005~~ **November 15, 2010**.

No part of subject property or any interest therein shall be sold or transferred by the undersigned without prior written consent and approval of the owner and holder of the indebtedness secured herein, but said consent shall not be duly withheld.

Now if the undersigned shall pay the debt aforesaid when due, according to the terms of said Promissory Note, then this instrument is to be of no further force or effect. However, if the undersigned fails to pay the same 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 and holder 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 twenty (20) days' notice, by three (3) publications in Desoto County, Mississippi, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and free from the statutory right of redemption, equity of redemption, homestead, dower, statutory and elective rights, and all other exemptions of every kind, all of which are hereby expressly waived, and the said trustee, or his successor in trust, is authorized to make a deed to the purchaser. The owner and holder of the indebtedness herein secured 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 by some reliable fire insurance company or companies for the maximum insurable amount, until the debt herein secured is fully paid, and to have the loss made payable on the policy to the beneficiary hereunder, or the Trustee for the benefit of the owner and holder 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, then said Trustee, or the owner and holder of the debt 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 shall be applied by the Trustee:

- First - To pay all the costs and charges of executing this trust, including attorneys' fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust.
- Second - To pay all unpaid taxes and assessments on the property.
- Third - To pay said debt, or any balance thereof, then remaining unpaid.

Fourth - The residue shall be paid to the undersigned 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 and holder of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to Accurate Title and Escrow Memphis Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the undersigned, and all persons holder under us, 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 terminated at the option of said purchaser upon five (5) days' written notice.

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

WITNESS our hands on this the 16<sup>th</sup> day of SEPT., 2008.

Cody Shroyer  
Cody Shroyer

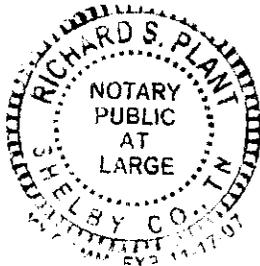
STATE OF Tennessee )  
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Cody Shroyer**, a single <sup>man</sup> ~~wo~~, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

This 16<sup>th</sup> day of SEPTEMBER, 2005.

[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



## FULL LEGAL

### Exhibit "A"

**Lot 349, Section A, DeSoto Village Subdivision, in Section 34, Township 1 South, Range 6 West, in the City of Horn Lake, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 7, Pages 9-14, in the office of the Chancery Clerk of DeSoto County, Mississippi.**

**Property Address: 6635 Camelot Drive, Horn Lake, MS 38637**

**Being the same property conveyed to Melvin Bill, a single person, and Reana Brown, a single person, dated 6/30/1993, filed in Book 259, Page 75, said Register's Office.**

**The said Melvin Bell died on 3/13/1999 and the said property now vests in the name Reana Brown. Surviving by the entirety.**

**Being the same property conveyed to Cody Shroyer, a single person, from Reana Walker fka Reana Brown, a married person, by Warranty Deed, dated 9/16/2005, being recorded simultaneously herewith in the Register's Office of DeSoto County, Mississippi.**