

ALABAMA SPECIAL WARRANTY DEED

THIS INDENTURE, made this 12 day of September 1991, BETWEEN William J. Wade, not in his individual capacity but solely as trustee of Mid-State Trust II, a business trust established under the laws of the State of Delaware pursuant to a Trust Agreement dated as of March 28, 1988, party of the first part, and Jim Walter Homes, Inc., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Hillsborough and State of Florida, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of \$10.00 and other consideration, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto said party of the second part, and its successors and assigns forever, an undivided ten percent (10%) interest in that certain parcel of land lying and being in the County of Shelby and the State of Alabama, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

This conveyance is subject to all previous mineral conveyances, reservations and exceptions, to any valid rights-of-way, and to any protective covenants or restrictions and liens which may have been recorded in the records of Shelby County, Alabama, affecting the Property.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part does covenant with the said party of the second part that it is lawfully seized of the said premises; that the Property is free of all encumbrances, and that it has good, right and lawful authority to sell the same, and the party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, by, through and under it, but not otherwise.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in his/her name by H. R. Clarkson, Vice-President, of Mid-State Homes, Inc., his Attorney-in-Fact, the day and year above written.

WILLIAM J. WADE, not in his individual capacity but solely as trustee of the Trust

By: Mid-State Homes, Inc., as Attorney-in-Fact for said Trustee

By: H. R. Clarkson
Name: H. R. Clarkson
Title: Vice-President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that H. R. Clarkson whose name as Vice-President of Mid-State Homes, Inc., a corporation, as Attorney-in-Fact for William J. Wade, not in his individual capacity but solely as Trustee of Mid-State Trust II, is signed to the

Jim Walter Homes, Inc.

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foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal this 12 day of September, 1991.

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NOTARY PUBLIC

Tina L. Husband

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 12, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE

THIS INSTRUMENT PREPARED BY:
Thomas E. Portsmouth
Attorney at Law
P. O. Box 31601
Tampa, FL 33631-3601

AFTER RECORDING RETURN TO:
Jim Walter Homes, Inc.
P. O. Box 31601
Tampa, FL 33631-3601
Attn: H. R. Clarkson

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EXHIBIT A

One half acre of land in the NW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 East, Shelby County, Alabama, described as follows: Commence at the NW Corner of said Section 30; Thence run East along the North Section line a distance of 1601.9 feet to an iron pin on the Westerly Right-of-Way of Old U. S. Highway 280; Thence run South 7° East along said Right-of-Way a distance of 90.9 feet; Thence turn right 97° and run Westerly a distance of 265.0 feet to a point on the South side of a chert drive and the Point of Beginning; Thence continue last course a distance of 150.0 feet; Thence turn left 90° and run Southerly 150.0 feet; Thence turn left 90° and run Easterly 150.0 feet; Thence turn left 90° and run Northerly 150.0 feet to the Point of Beginning.

ALSO a Right-of-Way 30 feet wide for ingress, egress and utilities the centerline of which is described as follows: Commence at the NW Corner of Section 30, Township 19 South, Range 2 East, Shelby County, Alabama; Thence run East along the North Section line a distance of 1601.9 feet to the Westerly Right-of-Way of Old Highway 280; Thence run South 7° East along said Right-of-Way a distance of 90.9 feet to the centerline of an existing chert drive and the Point of Beginning of said centerline; Thence turn right $100^{\circ} 14'$ and run Westerly along said chert drive a distance of 265 feet; Thence turn left $03^{\circ} 14'$ and run Westerly along said chert drive a distance of 105 feet to the end of said centerline.

POWER OF ATTORNEY

William J. Wade, not in his individual capacity but solely as trustee (the "Trustee") of Mid-State Trust II ("Mid-State"), a common law business trust created pursuant to the Trust Agreement dated March 28, 1988 by Mid-State Homes, Inc. as Grantor, hereby irrevocably constitutes and appoints Mid-State Homes, Inc. (the "Servicer") and/or Jim Walter Homes, Inc. (the "Sub-Servicer") his true and lawful attorney-in-fact and agent, to execute, acknowledge, verify, swear to, deliver, record and file, in his or his assignee's name, place and stead, all instruments, documents and certificates which may from time to time be required in connection with the Servicing Agreement, dated as of April 1, 1988, among the Servicer, Mid-State and Southeast Bank, N.A., as Trustee (the "Servicing Agreement") or the Sub-Servicing Agreement between the Servicer and the Sub-Servicer, including, without limitation, to execute any documents required to be executed or recorded by the Trustee pursuant to section 2.01 thereof, if required, the Trustee shall execute and deliver to the Servicer and/or Sub-Servicer upon request therefore, such further designations, powers of attorney or other instruments as the Servicer and/or Sub-Servicer shall reasonably deem necessary for their purposes hereof.

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William J. Wade,
not in his individual capacity
but solely as Trustee for
Mid-State Trust II under
the Trust Agreement dated as of
March 28, 1988.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

By: [Signature] 91 OCT -3 PM 3:58

1. Deed Tax	50
2. Mfg. Tax	
3. Recording Fee	10.00
4. Indexing Fee	5.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	74.50

STATE OF Delaware
COUNTY OF New Castle

[Signature]
JUDGE OF PROBATE

Be it remembered that on this 2nd day of June, 1988 A.D. personally came before me, the undersigned, a Notary Public in and for said State duly commissioned and sworn, William J. Wade not in his individual capacity but solely as trustee of Mid-State Trust II under the Trust Agreement dated as of March 28, 1988, known to me personally to be such and acknowledged to me that such instrument was his own act and deed, that the signature therein in his own proper handwriting, that his act of executing and delivering such instrument was duly authorized and that the facts stated therein are true. Given under my hand and seal of office the day and year aforesaid.

(Seal)

[Signature]
Signature of Notary Public

My Commission Expires: 9/18/88

STATE OF FLORIDA
COUNTY OF CLAY
THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE DOCUMENT ON
FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 10th DAY OF JUNE, 1988.
RICHARD AKE, CLERK
BY [Signature] D.C.

[Handwritten notes]
Return to Herb [unclear]