

Sale Price.....\$24,000.00
 Down Payment.....\$500.00
 Amount Financed..\$23,500.00
 Finance Charge...\$27,238.40
 Time Price.....\$50,738.40

292

ALABAMA

SPECIAL WARRANTY DEED

THIS INDENTURE, Made this 17th day of August,
 A. D. 19 91, BETWEEN 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 and William
 J. Wade, not in his individual capacity but solely as trustee of Mid-
 State Trust II, a Delaware business trust established pursuant to a
 Trust Agreement dated as of March 28, 1988, with an address of William
 J. Wade, c/o Richards, Layton & Finger, One Rodney Square, Wilmington,
 Delaware, 19890, Attention: Corporate Trust Department, hereinafter,
 collectively, the party of the first part, and Ricky W. Hanner and
Vickie Hanner, his wife, as joint tenants with full rights of survi-
vorship not as tenants in common. 260 Kent Dairy Rd. Maylene, AL 35114
 of the County of Shelby and State of Alabama, parties
 of the second part, WITNESSETH, that the said party of the first part,
 for and in consideration of the sum of \$10.00-Ten and other
valuable considerations. Dollars, 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 doth grant, bargain, sell, alien, remise, release, convey and
 confirm unto said parties of the second part, and their heirs and
 assigns forever, all that certain parcel of land lying and being in the
 County of Shelby and State of Alabama, more particularly
 described on Exhibit A attached hereto and made a part hereof.

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 doth covenant with the said
 parties of the second part that it is lawfully seized of the said
 premises; that they are free of all encumbrances, and that it has good
 right and lawful authority to sell the same; and the said 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 the party of the first part, but not otherwise.

IN WITNESS WHEREOF, the party of the first part has caused these
 presents to be signed in their names by H. R. Clarkson, Vice
 President of Jim Walter Homes, Inc., for that company both individually
 and as Attorney-in-Fact for William J. Wade, trustee, the day and year
 above written.

JIM WALTER HOMES, INC.

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

William J. Wade, not in his
 individual capacity but solely as
 trustee of Mid-State Trust II

By: Jim Walter Homes, Inc.
 his Attorney-in-Fact

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

Jim Walter

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ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BE IT REMEMBERED that on this day before me, a Notary Public within and for the county and state aforesaid, duly authorized, acting and commissioned, personally appeared H. R. Clarkson, to me personally well known, who acknowledged that he/she is the Vice-President of Jim Walter Homes, Inc., a corporation, and that as such officer being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and official seal as such Notary Public on this the 17th day of August, 1991.

Sandra M. Self

NOTARY PUBLIC
Sandra M. Self

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 24, 1993
BONDED (Notary Seal) BROKERAGE

ACKNOWLEDGMENT

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 Jim Walter 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 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.

WITNESS my hand and official seal as such Notary Public on this the 17th day of August, 1991.

Sandra M. Self

NOTARY PUBLIC
Sandra M. Self

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 24, 1993
BONDED (Notary Seal) BROKERAGE

THIS INSTRUMENT PREPARED BY:
Thomas E. Portsmouth
Attorney at Law
P. O. Box 31601
Tampa, FL 33601-3601

AFTER RECORDING RETURN TO:
Jim Walter Homes, Inc.
P. O. Box 31601
Tampa, FL 33601-3601
Attn: H. R. Clarkson

EXHIBIT "A"

A/C# 856851

County of Shelby, State of Alabama

Commence at the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West and run thence in an easterly direction 330 feet along the Southern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section to a point, thence turn to the left and run parallel with the Western boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 336 feet to the point of beginning of the property herein conveyed, thence continue northerly in the same direction a distance of 240 feet to a point, thence turn to the right and run in an easterly direction parallel with the southern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 230 feet to a point, thence turn to the right and run parallel with the western boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 240 feet to a point, thence turn to the right and run a distance of 230 feet to the point of beginning. The grantors convey to grantees an easement and right-of-way as follows: A right-of-way 30 feet wide 15 feet on each side of the following described centerline: Commence at the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West Shelby County, Alabama, thence run East along the South $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 545 feet; thence left 91°40'22" and run Northerly a distance of 576 feet to the point of beginning of said centerline; thence continue last course a distance of 215 feet to the centerline of an existing chert drive; thence run North 25° East along the existing drive a distance of 380 feet, more or less, to the centerline of the public road.

Less and except any road right of ways of record. Grantor does not assume any liability for unpaid taxes.

This Deed is given subject to that certain Mortgage from the Grantee herein to the Grantor herein dated the 17th day of August, 1991.

A Purchase Money Mortgage is being recorded simultaneously herewith to secure the the deferred payment indebtedness.

Parcel# 90-23-5-15-0-001015

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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.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

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.

By: [Signature]

1. Doc. Tax	_____	.50
2. Reg. Tax	_____	
3. Recording Fee	_____	1.00
4. Indexing Fee	_____	.50
5. No Tax Fee	_____	
6. Certified Fee	_____	1.00
Total	_____	3.00

STATE OF Delaware
COUNTY OF New Castle

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)

STATE OF ALA. SHEET 1
I CERTIFY THIS
INSTRUMENT WAS FILED

91 OCT -4 AM 8:39

JUDGE OF PROBATE

[Signature]
Signature of Notary Public

My Commission Expires: 9/11/88

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 OF-
FICIAL SEAL THIS 10th DAY OF JUNE, 1988.

RICHARD AKE, CLERK
BY [Signature] O.C.