

DEED OF TRUST -- MISSISSIPPI -- JIM WALTER HOMES, INC. 177964

Whereas, James R. Payne & Pamela L. Payne, Husband & Wife

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at Mississippi, hereinafter called Beneficiary, in the sum of One Hundred Ninety Three Thousand Eight Hundred Ninety-Six Dollars & 00/100 Dollars (\$ 193,896.00) in equal monthly installments of Five Hundred Thirty-Eight Dollars and 60/100 Dollars (\$ 538.60) each, the first installment to become due and payable on the "Payment Commencement Date" as set forth in the Completion Notice to be mailed or delivered by Jim Walter Homes, Inc. upon "release" (as that term is defined in the Limited Warranty) of the House by Jim Walter Homes, Inc., and one installment to become due on the same day of each succeeding month until payment in full. If not sooner paid, the entire outstanding indebtedness shall be due and payable 360 months from the Payment Commencement Date.

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by W. Stewart Robison hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto W. Stewart Robison, Trustee, all the real estate in the County of Desoto, State of Mississippi, described as follows:

Buyer's property consists of Lot 41, Rolling Green IV, in Section 29, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 26, Page 29, in the Office of the Chancery Clerk of Desoto County, Mississippi.

Being part of the same land described in Warranty Deed Recorded in Book 178 Page 492 in the office of the Chancery Clerk of Desoto County, Mississippi.

STATE MS. - DESOTO CO. FILED

JUN 16 2 20 PM '97

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 31601
TAMPA, FLORIDA 33631-3601

BK 913 PG 726
JIM WALTER HOMES, INC.

TOGETHER WITH all and singular the ways, easements, appurtenances and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the monies secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of Beneficiary hereunder, including a reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount equal to the lesser of the actual cash value of the house now or hereafter erected on said premises or the indebtedness secured by this deed of trust on said house against all loss or damage by fire, windstorm or tornado, and extended coverage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All of said policies and renewals thereof shall contain standard mortgage clauses with or without full contribution as Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness, after first deducting therefrom any unearned Finance Charges, to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All monies expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, which amount shall bear interest from the date so advanced until paid at the rate of 10% per annum, and shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary. (The Grantor agrees to pay all necessary and usual charges incident to the consummation of this obligation, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the obligation has been repaid in full.)

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put Grantor in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied

on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case the Trustee is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and the Trustee's selection shall be binding upon the Grantor and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by the Trustee for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 89-1-59 of the Mississippi Code of 1972.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to Grantors by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designed in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but Trustee may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten percent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee, and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

If all or any part of said property herein conveyed is sold, transferred or conveyed by the Grantor, without the prior written consent of said Jim Walter Homes, Inc., its successors or assigns, may at its option, declare all sums secured hereby to be immediately due and payable without notice or demand.

Grantor authorizes and directs the Beneficiary to enter a marginal notation or, at Beneficiary's option, to record a separate document executed only by Beneficiary, providing record notice of the Payment Commencement Date and the final maturity date of all indebtedness secured by this Deed of Trust at any time after determination of the Payment Commencement Date by Beneficiary. Until a marginal notation is made or a separate instrument is filed, the Payment Commencement Date shall be deemed to be six months from the date of this Deed of Trust.

Tenth: The Grantor further covenants and agrees that in the event the Grantor should file a petition for relief under the Bankruptcy Code and seek to pay any amount which is past due under this deed of trust as of the date of the filing of the petition through a Chapter 11, 12 or 13 plan, or any other plan under applicable insolvency or receivership laws, the Grantor will pay the Beneficiary interest on the total amount past due at a rate of ten percent (10%) per annum. Interest will be calculated on the total amount past due as of the date of the filing of the bankruptcy petition, including principal and past due interest and late charges, if any, and interest at the aforesaid rate will continue to be due and payable for the entire time required to pay the total amount past due through the bankruptcy plan.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 27th day of May, 19 97.

James R. Payne
Pamela L. Payne

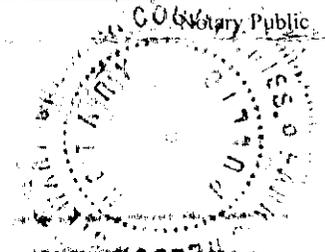
ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of May, 19 97, within my jurisdiction, the within named James R. & Pamela L. Payne, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

James N. Stewart

My Commission Expires NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
COMMISSION EXPIRES: Nov. 23, 1998
BONDED THRU NOTARY PUBLIC UNDERWRITERS



(Affix official seal, if applicable)

This instrument prepared by:
Thomas E. Portsmouth
P.O. Box 31601
Tampa, FL 33631
(813) 871-4463

Indexing Instructions:
Quarter Section:
Section: 29
Township: 1S
Range: 8W
County: DeSoto
or
Lot No.: 41
Subdivision: Rolling Green IV
Map/Plat: Plat Book 26 - Page 29

Jim Walter