TAX MAP NO.:

SECOND DEED OF TRUST

This Deed made this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 199\_\_ by and between , [marital status], [tenancy], hereafter referred to as Grantor; , a resident of the County of , Virginia and , a resident of the County of , Virginia, Trustees, either of whom may act, hereafter referred to as Trustees; and , or assigns, Beneficiary;

W I T N E S S E T H

That the Grantor, for and in consideration of the sum of Ten Dollars, cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey, with GENERAL WARRANTY OF TITLE, unto the Trustees, all that certain parcel or lot of land, with improvements thereon, situate, lying and being in County, Virginia and more particularly described as follows:

AND BEING the same property acquired by the Grantor by Deed recorded in Deed Book at Page among the land records of County, Virginia.

SUBJECT TO a First Deed of Trust in the principal amount of $ to as recorded on . 199 in Deed Book at Page .

IN TRUST, NEVERTHELESS, to secure to the Beneficiary the payment of all sums due under one note of even date herewith in the principal amount of DOLLARS ($ ) bearing interest at the rate of percent ( %) per annum on the unpaid principal balance from date of note until paid. The entire principal and balance is due and payable in full on or before , 19 .

The Grantor covenants that upon default being made in the payment of the note hereby secured when and as the same shall become due and payable, or on any note secured by deed of trust on the real estate set forth above, or in the observance of any covenant or agreement of this Deed of Trust, the entire unpaid balance of the note secured hereby shall, at the option of the Beneficiary, with notice as prescribed in the note, immediately become due and payable, and if the note does not set forth the terms of notice in the event of default, then it shall be as prescribed by statute; and further that if application be made for appointment of a receiver for the makers, guarantors, or endorsers of said note, or any of them, or voluntary or involuntary petition in bankruptcy be filed affecting the estates of any of them, the entire balance of said note shall become due and payable with notice as prescribed in the note, at the option of the Beneficiary.

The Grantor does hereby further covenant and agree as follows:

l. That during the continuance of this trust he will pay all taxes and assessments on said premises when due and exhibit receipts therefor, to the Beneficiary, within l0 days after they become due and payable and upon the request of the Beneficiary; will pay in a timely manner all sums due under any indebtedness secured by a deed of trust against subject property senior or junior to this deed of trust; and will keep the improvements thereon insured against fire and other hazards in some responsible insurance company or companies in an amount of not less than the aggregate amount of all encumbrances against said property and shall assign the same to the Beneficiary and any amount received from said insurance shall be applied in the reduction of the debt hereby secured unless the Beneficiary shall waive the right to have the same so applied, and upon default or neglect to pay such taxes and assessments or to so insure, or to pay sums due under indebtedness secured by a senior or junior deed of trust, the Beneficiary may pay such taxes and assessments, pay sums due under any indebtedness secured by a junior deed of trust, or may have the said improvements insured, and the expense thereof shall be a charge hereby secured and shall bear interest at the rate of twelve percent per annum. In the event that the Beneficiary shall not be furnished with a new prepaid policy or policies of hazard insurance at least ten days prior to expiration of the expiring policy of insurance, the Beneficiary, after giving the Grantor five (5) days' notice of his intent to do so, may order for the account of the Grantor a new policy of insurance with appropriate mortgagee clause endorsement, and the cost thereof shall be secured by this deed of trust.

2. That upon default being made in the payment of the note hereby secured when and as the same shall become due and payable, or upon default being made in the payment of any taxes or insurance, or upon default in payment after demand of any sum or sums advanced by the Beneficiary on account of any costs, counsel fees or expenses of this trust or on account of any taxes, assessments, liens, deeds of trust or other encumbrance on said land or improvements senior or junior in lien to this trust, all of which the Grantor hereby covenants and agrees to pay as and when they become due in order that the Beneficiary will not be required to advance any sum on his account, with interest thereon at twelve percent per annum from the date of said advance, or upon the breach of any of the other covenants herein contained, then upon any and every such default so made the entire balance shall become due and payable, at the option of the Beneficiary, and at any time thereafter, upon being requested so to do by the Beneficiary, at the option of the Beneficiary, the Trustees or trustees substituted therefor shall sell the property hereby conveyed at public auction for cash after advertising the time, terms and place of sale once each week for a period of four weeks in some newspaper having a general circulation in the County, City or Town where this trust is recorded, and sale is authorized as early as the 22nd day after the first advertisement, or by notice of sale by handbills posted on the property and at two or more public places in said County, City or Town for a period of twenty days prior thereto, and shall convey the same to and at the cost of the purchaser thereof who shall not be required to see to the application of the purchase money; and from the proceeds of sale shall first pay all proper costs, charges, and expenses, including trustees' commission, attorneys' fees, all taxes and insurance premiums paid by any party secured by this trust or that may be unpaid, and shall retain as compensation a commission of five percent of the gross amount of said sale; secondly, shall pay what then remains unpaid on the note(s) secured hereby and any sums advanced by the holder or holder thereof to protect the same as aforesaid and the interest thereon, if any; and lastly, shall pay the remainder, if any, to the Grantor, or his assigns. If the said property shall be advertised for sale as herein provided and not sold, Trustees acting shall be entitled to one-half of the commission above provided, to be computed on the amount of the debt hereby secured. In the event of sale hereunder, Trustees may require a deposit by the purchaser of any amount not in excess of twenty-five per cent of the amount of the said sale. Trustees may also at their option require a bidder's bond in an amount not to exceed the entire balance secured by this trust. Notwithstanding anything contained herein, if Trustees deem it best for any reason at the time of sale to postpone or continue the sale from time to time, they may do so without public notice of such postponement, and thereafter may sell the property upon such further public notice and, no more, as they shall deem proper.

3. In the event of the resignation, death, incapacity, disability, removal or absence from the state of any trustee or trustees, or should he refuse to act or fail to execute this trust when requested, then and in such event, or at the option of the Beneficiary and with or without cause, the Beneficiary is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this deed of trust is recorded, a trustee in the place and stead of any trustee herein named or any succeeding or substitute trustee, which appointed and substitute trustee or trustees shall have all the rights, powers, and authority and may be charged with all the duties that are conferred or charged upon any trustee or trustees herein named.

4. The Grantor will pay any and all costs and expenses incurred with respect to this deed of trust, either by trustees or by the Beneficiary, including reasonable counsel fees incurred or paid on account of any litigation at law or in equity which may arise with respect to this trust or other indebtedness of the Grantor, or with respect to the real property herein conveyed, or on account of obtaining possession of the premises after any sale that may be made as provided for herein, and in addition will pay any reasonable counsel fees incurred by trustees or the Beneficiary with respect to any dispute or controversy which may arise concerning this deed of trust, and all sums so due and payable by the Grantor shall be further secured hereby.

5. The Grantor, and all guarantors and endorsers, hereby waive the benefit of the homestead exemptions as to the debt hereby secured and as to all other obligations which may be imposed upon them by the provisions of this deed.

6. Unless otherwise specifically provided herein to the contrary, this Deed of Trust cannot be assumed, assigned or title taken subject to without the express written approval of the Beneficiary and any conveyance of legal or equitable title shall constitute a default in the note and deed of trust and the entire balance of the note shall then immediately become due and payable at the option of the noteholder.

7. Whenever in this instrument the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular.

NOTICE--NO SECONDARY FINANCING PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE NOTEHOLDER.

NOTICE--THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED OR THE TERMS THEREOF BEING MODIFIED.

WITNESS the following signatures and seals:

(SEAL)

Commonwealth of Virginia:

County/City of \_\_\_\_\_\_\_\_\_\_\_\_\_, to-wit:

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 199\_\_ by .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

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