

Shelby County, AL 10/28/2008  
State of Alabama

Deed Tax: \$25.00

This instrument prepared by:  
TitlePlus, LLC  
7389 Florida Blvd., Ste 200B  
Baton Rouge, LA 70806  
Ph: 225-706-3500 / Fax: 225-706-3501

### SPECIAL WARRANTY DEED

Special warranty deed made on the 29<sup>th</sup> day of October, 2008, by **Deutsche Bank National Trust Company, as Trustee for Asset-Backed Funding Corporation, Series 2001-AQ1**, organized and existing under the laws of the United States of America, Grantor, by its duly authorized attorney in fact.

Grantor, being duly authorized by resolution of its board of directors or otherwise, hereby conveys to **Betty J. Shinn**, Grantee, the following described property located in Shelby County, Alabama, to wit:

**Lot 67-A, According to the resurvey of Lots 57, 58, 59, 65, 66, and 67, Deer Springs Estates, First Addition as recorded in Map Book 5, Page 82, in the probate office of Shelby County, Alabama.**

**Being the same property conveyed to Deutsche Bank National Trust Company, as Trustee for Asset-Backed Funding Corporation, Series 2001-AQ1 by virtue of Auctioneer's Deed and recorded August 26, 2008 as Instrument No. 20080826000342960 of the official records of Shelby County, Alabama.**

**Commonly known as: 1508 Radburn Drive, Pelham, AL 35124**

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any way appertaining unto Grantee and unto his heirs and assigns forever.

Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

Seller and buyer agree and stipulate that the property, including the improvements located thereon, shall be sold in its "AS IS" conditions, without any representations or warranties express or implied, including but not with limitation, as to: (a) workmanship, structure, stability and quality of the improvements; (b) the water tightness of the improvements, including without limitation roofs, walls, doors and windows; (c) the status, stability, and quality of soil conditions, equipment, stairways, appliances, fixtures, and furniture; (d) any defects, termite infestations or damages and any other conditions whether latent or discoverable by reasonable inspection; (e) merchantability or fitness for any particular purpose, and; (f) the existence of any violation of any applicable law relating to the environment, including without limitation those pertaining to the generation, uses, handling, storage or disposal of hazardous waste; (g) any design defect, or any condition of design. Buyer(s) specifically waives any right or cause of action for redhibition or quanti minoris, that is, to rescind the sale or seek a reduction of the purchase price for any reason whatsoever. Buyer acknowledges he/she has had an opportunity and/or has in fact inspected the property to his/her full satisfaction, and this clause has been pointed out to him/her/it and explained to his/her satisfaction.

IN WITNESS WHEREOF, this indenture is executed in the name of the Grantor  
on the day and year first above written.

**Deutsche Bank National Trust Company,  
as Trustee for Asset-Backed Funding  
Corporation, Series 2001-AQ1**

BY: 

ITS: 

**LITTON LOAN SERVICING, LP  
ATTORNEY-IN-FACT**

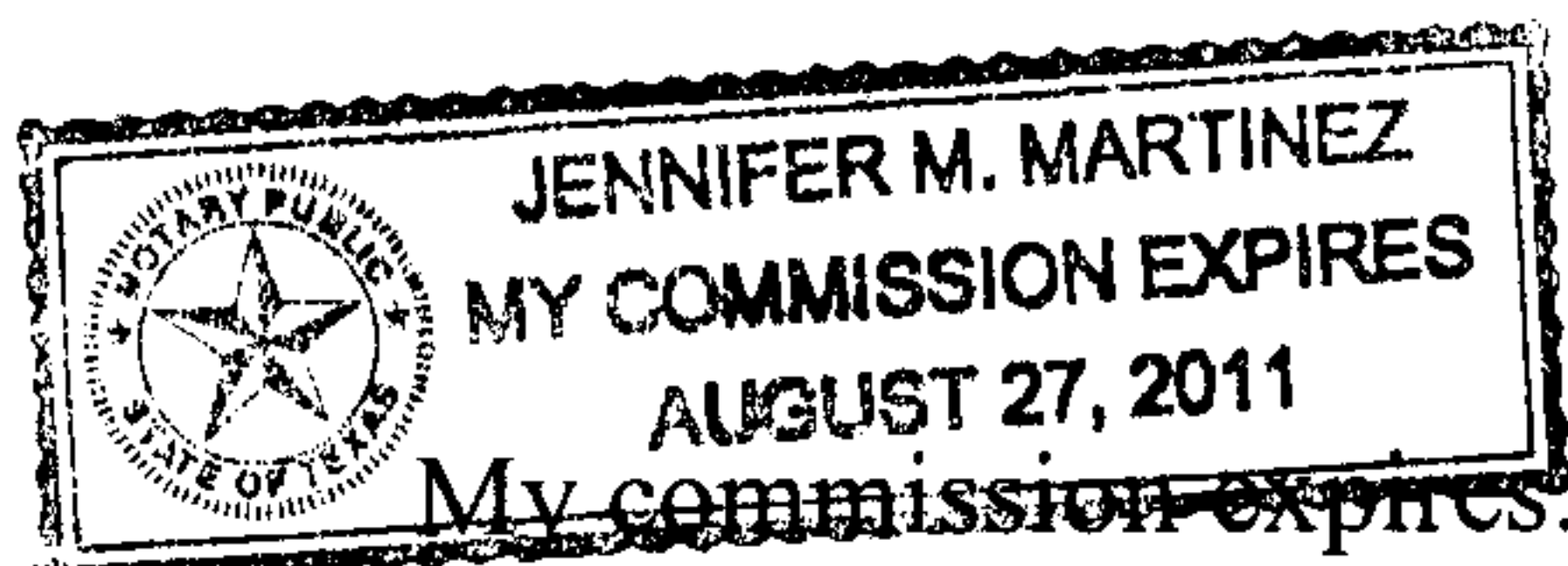
**LYNN BURROW  
ASSISTANT VICE PRESIDENT**

**Acknowledgment**

STATE OF ~~ALABAMA~~ TEXAS  
COUNTY OF HARRIS

On this day before me, a Notary Public, personally appeared J. LYNN BURROW,  
**AUTHORIZED SIGNER OF Deutsche Bank National Trust Company, as Trustee  
for Asset-Backed Funding Corporation, Series 2001-AQ1** corporation, and that he/she,  
as such officer, being authorized so to do, has executed the foregoing instrument for the  
purposes therein contained, by signing the name of the corporation as such attorney-in-  
fact by himself/herself as such officer.

Witness my hand and seal this 29 day of Sept, 2008.



  
Notary Public:



STATE OF ~~ALABAMA~~ TEXAS  
COUNTY OF HARRIS

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, \$24,900.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

S. Haney  
Affiant S. HANEY

LITTON LOAN SERVICING, LP  
AGENT

Subscribed and sworn to before me, this 21 day of Sept, 2008.

Jennifer M. Martinez  
Notary Public:

My commission expires: \_\_\_\_\_

Party responsible for taxes:

