

08/05/2011 02:23:12 PM FILED/CERT

Send tax notice to: DEAN CHATHAM 2328 RIDGE TRAIL BIRMINGHAM, AL 35242

This instrument prepared by: Charles D. Stewart, Jr. Attorney at Law 4898 Valleydale Road, Suite A-2 Birmingham, Alabama 35242

STATE OF ALABAMA

2011051219

SHELBY COUNTY

STATUTORY WARRANTY DEED

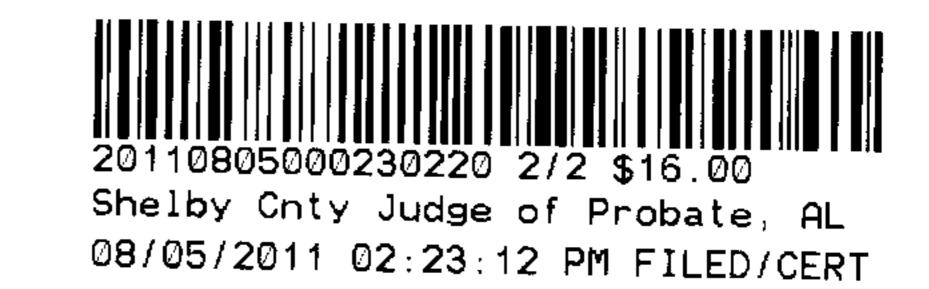
KNOW ALL MEN BY THESE PRESENTS:

That is consideration of THREE HUNDRED THIRTY THREE THOUSAND AND NO/100THS Dollars (\$333,000.00) in hand paid to the undersigned, SELENA RMOF REO ACQUISITION LLC (hereinafter referred to as "Grantor") by DEAN CHATHAM (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in SHELBY County, Alabama, to-wit:

Lot 8, according to the survey of First Sector, The Ridge at Meadowbrook, as recorded in Map Book 14, page 41, Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

- Taxes for the year beginning October 1, 2010 which constitutes a lien but are not due and payable until October 1, 2011.
- Building setback line reserved of 20 feet from Ridge Trail as shown by plat.
- Utility easements as shown by recorded plat, including an easement of 10 feet 3. along westerly (rear) boundary line.
- Restrictions, covenants, and conditions as set out in Real 289, page 700, Real 86, 4. page 709, and Volume 32, page 306, in Probate Office, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- Easement to Alabama Power Company, as shown by instrument recorded in Deed Book 285, page 805, in said Probate Office.
- Title to all minerals within and underlying the premises, together with all mining 6. rights and other rights, privileges and immunities relating thereto, including rights set out in Volume 40, page 265, and Inst. #1996-31070, in Probate Office.
- Restrictions, limitations and conditions as set out in Map Book 14, page 41, in said Probate Office.
- Covenant releasing predecessor in title from any liability arising from sinkholes, 8. limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Inst. #1994-20399, in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
- 9. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in and as referenced in deed recorded in Inst. # 1994-20399 in said Probate Office.
- All outstanding rights of redemption in favor of all persons entitled to redeem the 10. property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed from Jim M. Sarris to Selene RMOF REO Acquisition LLC, and recorded on August 2, 2011, in Inst. #20110802000223940, in the Probate Office of Shelby County, Alabama, under and in accordance with the laws of the State of



Alabama or the United States of America. The Company does not attempt herein to disclose or identify the names of all persons, firms, partnerships, corporations, associations, governments, or other entities entitled to redeem the property under the laws of the State of Alabama or the United States of America. Nevertheless, rights of redemption exist, and at this time constitute a title defect, and said defect is expressly excepted from coverage under the Policy by virtue of this exception. The Company expressly disclaims any duty or other legal obligations to list or identify all, persons, firms, partnerships, corporations, associations, governments or other entities entitled to redeem the property under the laws of the State of Alabama or the United States of America and by acceptance of this Policy the Insured hereby releases and discharges the Company, and its issuing agent of and from any such duty, obligations, or undertaking.

\$333,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said Grantee(s) as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

This instrument is executed without warranty or representation of any kind on the part of the undersigned, expressed or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein.

IN WITNESS WHEREOF, the said Grantor, SELENE RMOF REO ACQUISITION LLC, by MARY MCGRATH its SENIOR VICE PRESIDENT, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 2ND day of AUGUST, 2011.

SELENE RMOF REO ACQUISITION LLC

MARY MCGRATH

ITS SENIOR VICE PRESIDENT

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MARY MCGRATH, whose name as SENIOR VICE PRESIDENT of SELENE RMOF REO ACQUISITION LLC, is signed to the foregoing instrument, and who known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, she executed the same voluntarily for and as the act of said banking institution.

Given under my hand and official seal this the 2nd day of AUGUST, 2011.

NOTARIAL SEAL
DAWN M HELVERSON
Notary Public
HORSHAM TWP., MONTGOMERY COUNTY
My Commission Expires May 8, 2014

Notary Public Print Name:

Commission Expires: