


INVESTOR NUMBER: 011-6771429

Wells Fargo Bank, N.A. CM #: 220392

MORTGAGOR(S): JOANN NEAL

THIS INSTRUMENT PREPARED BY:

Ginny Rutledge
Sirote & Permutt, P.C.
2311 Highland Avenue South
P. O. Box 55727
Birmingham, AL 35255-5727


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned Grantor, **Wells Fargo Bank, N.A.**, does hereby grant, bargain, sell, and convey unto Grantee, **The Secretary of Housing and Urban Development, his Successors and Assigns**, the following described real estate situated in the County of Shelby, State of Alabama, to-wit:

Unit 41, Building 11, in Edenton, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20070420000184480, in the Probate Office of Shelby County, Alabama, First Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20070508000215560, Second Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070522000237580, Third Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070606000263790, Fourth Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070626000297920, 5th Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070817000390000, Sixth Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20071214000565780, Seventh Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20080131000039690, Eighth Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20080411000148760, Ninth Amendment to the Declaration of

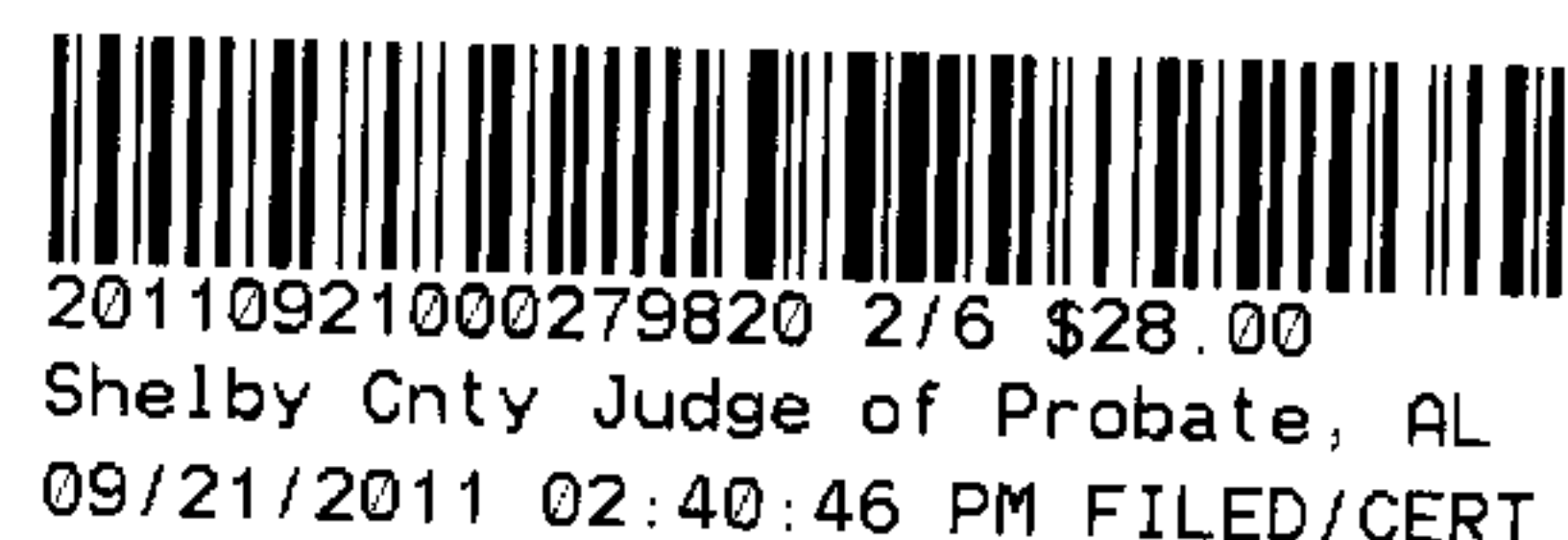


Condominium of Edenton as recorded in Instrument 20080514000196360, Tenth Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20080814000326660, Eleventh Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20081223000473570, Twelfth Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20090107000004030; Thirteenth Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20090415000138180; Fourteenth Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20090722000282160; and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded in the Condominium Plat of Edenton, a Condominium, in Map Book 38, page 77, First Amended Condominium Plat of Edenton, a condominium as recorded in Map Book 39, Page 4, and the Second Amended Condominium Plat of Edenton, a Condominium as recorded in Map Book 39, Page 79, Third Amended Condominium Plat of Edenton, a condominium as recorded in Map Book 39, Page 137, Fourth Amended Condominium Plat of Edenton, a condominium as recorded in Map Book 40, Page 54, and any future amendments thereto, Articles of Incorporation of Edenton Residential Owners Association Incorporated as recorded in Instrument 20070425000639250, in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Residential Owners Association Incorporated, are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D". Together with rights in and to that certain Non-Exclusive Roadway Easement as set out in Instrument 20051024000550530, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to:

Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 126, Page 187, Deed Book 185, page 120, Real 105, page 861 and Real 167, page 335 in the Probate Office of Shelby County, Alabama.

Roadway Easement Agreement as recorded in Instrument 20051024000550530 and Instrument 20061024000523450, in the Probate Office of Shelby County, Alabama.



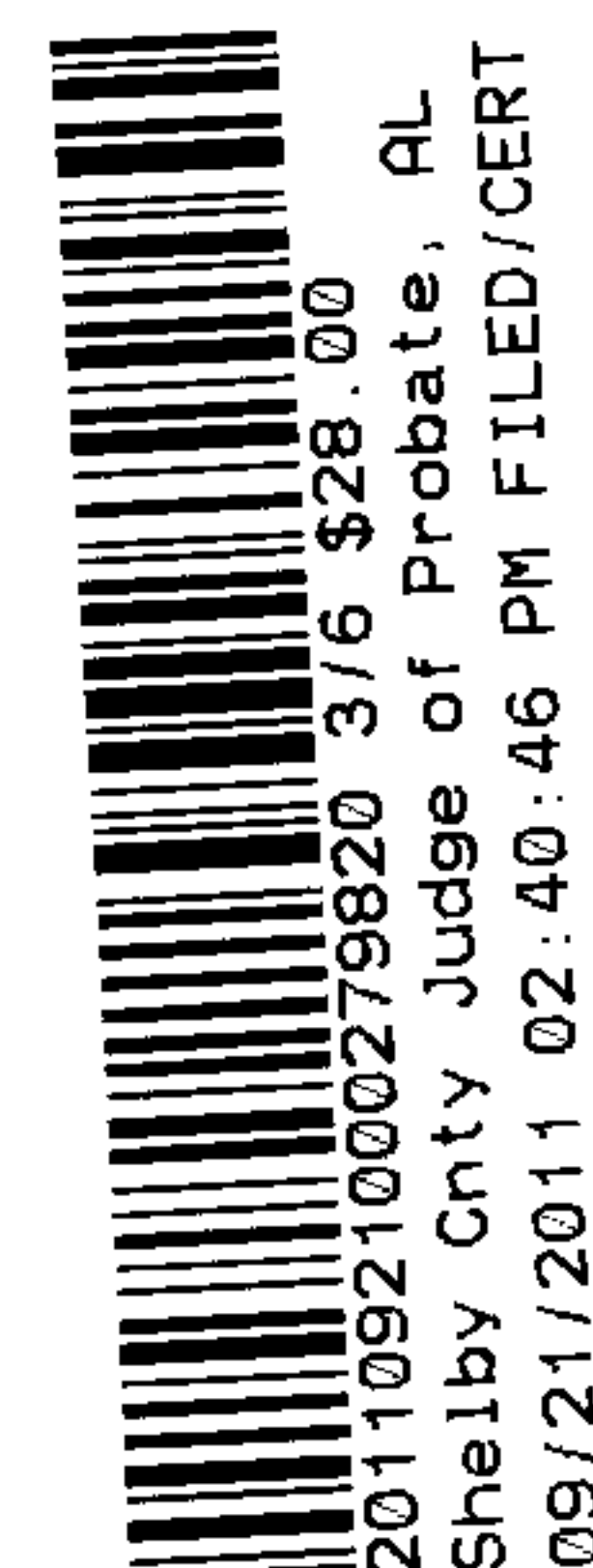
Restrictive Use Agreement between JRC Lakeside Limited Partnership and Cahaba Beach Investments, LLC as recorded in Instrument 20051024000550540 and in Instrument 20061024000523460, in the Probate Office of Shelby County, Alabama.

Easement for grading and slope maintenance recorded in Instrument 20060817000404390 in the Probate Office of Shelby County, Alabama.

Easement to BellSouth, as recorded in Instrument 20060920000466950 and Instrument 20070125000038780 and Instrument 20100126000024800 in the Probate Office of Shelby County, Alabama.

Easement to Alabama Power Company recorded in Instrument 20061212000601050, Instrument 20061212000601060, Instrument 20060828000422250, Instrument 20061212000601460, Instrument 20070517000230870 and Instrument 20070517000231070, and Instrument 20100121000020230, in the Probate Office of Shelby County, Alabama.

Declaration of Condominium of Edenton, a Condominium, which is recorded in Instrument 20070420000184480, First Amendment to Declaration of Edenton as recorded in Instrument 20070508000215560, 2nd Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070522000237580, 3rd Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070606000263790, 4th Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070626000297920, 5th Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070817000390000, 6th Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20071214000565780, 7th Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20080131000039690, 8th Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20080411000148760, 9th Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20080514000196360, 10th Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20080814000326660, 11th Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20081223000473570, 12th Amendment to Declaration of Condominium of Edenton as recorded in Instrument



20090107000004030, 13th Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20090415000138180; 14th Amendment to Declaration of Condominium of Edenton as recorded in Instrument 20090722000282160; in the Probate Office of Shelby County, Alabama, and any further amendments thereto.

Articles of Incorporation of Edenton Residential Owners Association Incorporated as recorded in Instrument 20070425000639250, in the Office of the Judge of Probate of Shelby County, Alabama.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 41, page 83 and Deed Book 176, Page 186, in the

Probate Office of Shelby County, Alabama.


Restrictions as set out in Real 54, Page 199, in the Office of the Judge of Probate of Shelby County, Alabama. Assignment and Conveyance with Development Agreements and Restrictive Covenants by and between Cahaba Land Associates, LLC. and Cahaba Beach Investments, LLC. as recorded in Instrument 20051024000550520, in the Office of the Judge of Probate of Shelby County, Alabama.

Rights of others in and to the non-exclusive easement as set out in Easement Agreement in Instrument 20051024000550530, in the Office of the Judge of Probate of Shelby County, Alabama.

Exclusive Access and Easement agreement granted to Alexander Jones in Instrument 20080616000243110, in the Office of Judge of Probate of Shelby County, Alabama.

Sanitary Sewer Easement granted to SWWC Utilities in Instrument 20090126000023560, in the Office of the Judge of Probate of Shelby County, Alabama.

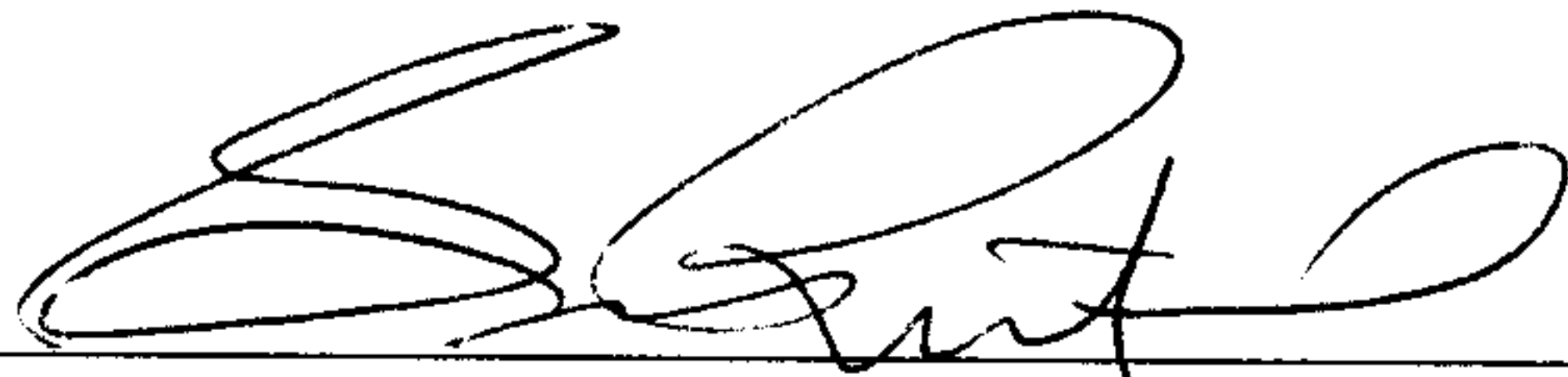
TO HAVE AND TO HOLD, the above-described property together with all and singular the tenements, hereditaments, and appurtenances thereupon belonging or in any wise appertaining unto the said Grantee, its successors and assigns, forever.


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IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties hereto that this conveyance is subject to any outstanding rights of redemption from foreclosure sale, and that this deed contains no warranty except against the acts of the said Grantor, and all persons claiming by, through, or under it. Executed on this 14th day of September, 2011.

WELLS FARGO BANK, N.A.


By: 
Ginny C. Rutledge
Its: Attorney-In-Fact

STATE OF ALABAMA)

COUNTY OF JEFFERSON)


I, Jennifer Russell Brown, a Notary Public in and for said County in said State, hereby certify that Ginny C. Rutledge, whose name as Attorney-In-Fact is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she in her capacity as such Attorney-In-Fact, executed the same voluntarily on the day the same bears date.

Given under my hand this the 14th day of September, 2011.


Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 30, 2014

Grantee's Address:
Secretary of Housing and Urban Development
c/o Michaelson, Connor & Boul
4400 Will Rogers Parkway
Suite 300
Oklahoma City, OK 73108-183


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Exh. b. + A

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Wells Fargo Bank N.A., has made, constituted and appointed, and by these presents does make, constitute and appoint Jerry E. Held, Ginny C. Rutledge, and Stephen G. Collins of the firm of Sirote & Permutt, P.C., 2311 Highland Avenue South, Birmingham, Alabama 35205, individually and not jointly, its true and lawful attorney in fact for, and in its name, place and stead, and for its use and benefit, for every act customarily and reasonably necessary and appropriate for:

The execution, acknowledgment, recording and delivery of Mortgagee's Non Military Affidavit, Notices of Default on Mortgages, and Verifications of Debt wherein the above-named principal is the original or substituted Mortgagee or servicing agent for the Mortgagee, and Deeds to the Secretary of Veterans Affairs, Secretary of Housing and Urban Development, Deeds to Federal National Mortgage Association, and Deeds to Federal Home Loan Mortgage Corporation, to convey properties in which the Mortgage foreclosed secured a loan guaranteed or insured by the department of Veterans Affairs or Department of Housing and Urban Development, and Deeds and assignment of beneficial interest to the investor on mortgage loans in which Wells Fargo Bank N.A. is the Mortgagee of record.

Giving and granting unto said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to accomplish the foregoing as the principal above-named might or could do as if personally present, with full powers of substitution and reservation, hereby confirming and ratifying all that the principal's attorney in fact shall lawfully do or cause to be done by virtue of these presents. The undersigned fully acknowledges and understands that said attorney-in-fact is being granted authority to appoint himself or a business in which he has a pecuniary interest as trustee to conduct foreclosures for Wells Fargo Bank N.A. on a for profit basis and has consulted independent counsel regarding same.

By exercise of this limited power, the attorney(s)-in-fact shall indemnify Wells Fargo Bank N.A. from all claims, demands, suits, penalties or actions, and from all attendant losses, costs and expenses for any claims against, or losses or liability of Wells Fargo Bank N.A. for any cause to the extent the same arise out of, or result from, default in the performance of, or the negligent performance of, or willful misconduct regarding any obligation of the attorney(s)-in-fact under this power.

This limited power of attorney shall be effective from the date of execution hereof until December 31, 2012 or such time as Wells Fargo Bank N.A. or its successor revokes it in writing.

IN WITNESS WHEREOF, Mark Wooton has hereunto set his/her hand and seal this 9th day of November, 2009.

Seal

Wells Fargo Bank N.A.

Signed:

Printed name:

Mark Wooton

Title:

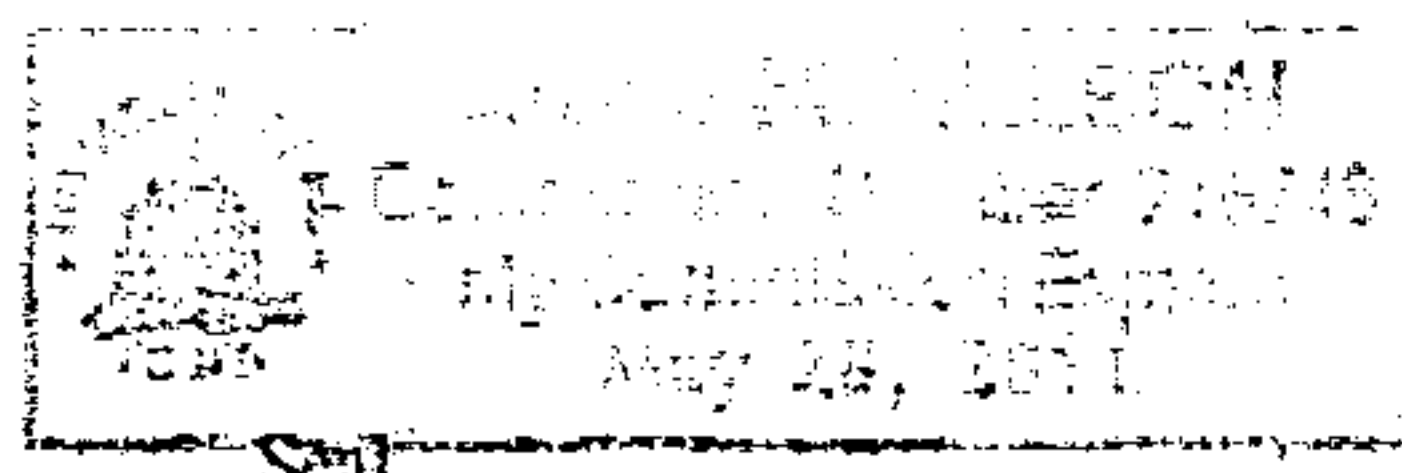
Vice President Loan Documentation

STATE OF IOWA)

COUNTY OF DALLAS) ss.

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Mark Wooton whose name as Vice President Loan Documentation of Wells Fargo Bank, N.A., 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Subscribed and sworn to before me on this 9th day of November, 2009.



Amy Wilson

Notary public in and for:
My commission expires:



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