Reli Settlement Solutions, LLC 3595 Grandview Parkway, Suite 275 Birmingham, Alabama 35243

Send tax notice to:

Jacorie Lamar Calhoun, Sr. and Felicia Clarke

233 Nottingham Drive

Calera, AL 35040

BHM1700203

This instrument prepared by:
S. Kent Stewart
Stewart & Associates, P.C.
3595 Grandview Pkwy, #280
Birmingham, Alabama 35243

State of Alabama County of Shelby 20170405000116140 04/05/2017 03:15:06 PM

WARRANTY DEED

DEEDS 1/3

KNOW ALL MEN BY THESE PRESENTS, That in consideration of One Hundred Eighty Four Thousand Nine Hundred and 00/100 Dollars (\$184,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned Robert Stewart and Christy Stewart, husband and wife, whose mailing address is 44 Mountain Ridge Rd., Millbrook, AL 36054 (hereinafter referred to as "Grantors"), by Jacorie Lamar Calhoun, Sr. and Felicia Clarke (hereinafter referred to as "Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantors do, 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 106, according to the Survey of Nottingham Phase 2, as recorded in Map Book 31, Page 62, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

ADVALOREM TAXES DUE OCTOBER 01, 2017 AND THEREAFTER. BUILDING AND SETBACK LINES, RESTRICTIONS, COVENANTS AND CONDITIONS OF RECORD.

MINING AND MINERAL RIGHTS EXCEPTED.

\$181,550.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

SEE ATTACHED EXHIBIT "A' WHICH IS CONSIDERED PART OF THIS DEED OF CONVEYANCE.

TO HAVE AND TO HOLD to Grantees, as joint tenants, with right of survivorship, their heirs, executors, administrators and assigns forever.

The Grantors do for themselves, their heirs and assigns, covenant with Grantees, their heirs, executors, administrators and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances except as noted above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their heirs, executors, administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantors Robert Stewart and Christy Stewart have hereunto set their signatures and seals on April 4, 2017.

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Robert Stewart

Christy Stewart

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert Stewart and Christy Stewart, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of April, 2017.

(NOTARIAL SEAL)

Motary Public

Print Name:

Commission Expires:

JOHN MALFORD
NOTARY PUBLIC
STATE OF ALABAMA
OMMISSION EXPIRES APRIL 24

MY COMMISSION EXPIRES APRIL 21, 2018

Grantee(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (FHLB Cincinnati) Affordable Housing Program, must maintain ownership in this property for a period of five (5) years (Retention Period) from the date of the recording of this deed.

- (i) The FHLB Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale, refinancing, foreclosure, conveyance by deed in lieu of foreclosure, assignment of the first mostgage to the Secretary of HUD, or change in ownership of the unit occurring prior to the end of the Retention Period.
- (ii) In the case of a sale or refinencing of the unit prior to the end of the Retention Period, an amount equal to a pro rate share of the AHP Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to the FHLB Cincinnati from any net gain realized upon the sale or refinancing of the unit; unless:
 - (A) The unit was assisted with a permanent mortgage loan funded by an AFIP advance;
 - (B) The purchaser is a very low- or low- or moderate-income household as defined in the applicable Federal Housing Finance Agency regulations for the AHP (in which case the retention period ends with the conveyance to such purchaser); or
 - (C) Following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), and (iii) contained herein.
- (iii) The obligation to repay Subsidy to the FHLB Cincinnati shall terminate after any foreclosure or conveyance by deed in lieu of foreclosure or any assignment of the first mortgage to the Secretary of HUD.

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/05/2017 03:15:06 PM
\$24.50 CHERRY

20170405000116140

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