

SPECIAL WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) cash in hand paid by the Secretary of Housing and Urban Development of Washington, D.C., to Central Bank of the South (formerly Central Bank of Birmingham), as Trustee under that certain Trust Indenture dated as of October 1, 1980, with Alabama Housing Finance Authority (hereinafter called "Grantor"), receipt whereof is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Secretary of Housing and Urban Development, his successors and assigns *(hereinafter called "Grantee"), all right, title, interest and claim in or to the following described real estate lying and being situated in Shelby County, Alabama, to-wit:

Lot 134, according to the survey of Corsentino's Addition to Eagle Wood Estates, Fourth Sector, First Phase, as recorded in Map Book 8, page 17, in the Probate Office of Shelby County, Alabama.

It is specifically understood and agreed that the Grantor has executed this conveyance subject to:

1. Ad valorem taxes now due and those becoming due in the future, which the Grantee herein assumes and agrees to pay.
2. Existing rights-of-way, encroachments, party walls, building restrictions, zoning, recorded and/or unrecorded easements, deficiency in quantity of ground, overlaps, overhangs, any discrepancies or conflicts in boundary lines, or any matters not of record, if any, which would be disclosed by an inspection and survey of the property.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties hereto that this conveyance is subject to any outstanding right of redemption from foreclosure sale, and that this deed contains no warranty except against the acts of the Grantor, Central Bank of the South, as Trustee aforesaid, and all persons claiming by, through or under it.

This instrument is executed without warranty or representation of any kind on the part of the undersigned, express 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.

This instrument is executed by the undersigned solely in the representative capacity named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in their individual or corporate capacities, and the undersigned expressly limit their liability hereunder to the property now or hereafter held by them in the representative capacity named.

IN WITNESS WHEREOF, Central Bank of the South, as Trustee under a certain Trust Indenture dated October 1, 1980, with Alabama Housing Finance Authority, has caused these presents to

CAPELL, HOWARD, KNABE & COBBS, P.A.

ATTORNEYS AT LAW

P. O. BOX 2060

MONTGOMERY, ALABAMA 36102-2060

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be executed in its name and on its behalf and in its capacity as Trustee, as aforesaid, on this the 23rd day of Oct, 1989.

Attest:

Central Bank of the South, as Trustee
under a certain Trust Indenture dated
October 1, 1980, with Alabama Housing
Finance Authority

Its T.O.

By

Its

V.P. & SR.T.O.

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Charles O. Trotter and Roy Wessinger, whose names as V.P. & SR. T.O. and T.O., respectively, of Central Bank of the South, as Trustee for the Alabama Housing Finance Authority, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Central Bank of the South, acting in its capacity as Trustee as aforesaid.

Given under my hand and official seal this 23 day of Oct, 1989.

Jamie M. Mather
Notary Public

MY COMMISSION EXPIRES AUGUST 25, 1991

My commission expires: _____

(Seal)

* Beacon Ridge Tower, 600 Beacon Parkway West, Suite 300 Birmingham, Alabama 35209

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 JAN 26 AM 10:10

Herman H. Hamilton, Jr.
JUDGE OF PROBATE

| | | |
|-------------|----|-------|
| 1. Deed Tax | \$ | 1.00 |
| 2. ... | \$ | 3.00 |
| 3. ... | \$ | 3.00 |
| 4. ... | \$ | 1.00 |
| 5. ... | \$ | 1.00 |
| Total | \$ | 10.00 |

THIS INSTRUMENT PREPARED BY:
HERMAN H. HAMILTON, JR.
57 ADAMS AVENUE
MONTGOMERY, AL 36104