

This Instrument Prepared By:

Scott J. Humphrey, L.L.C.
3825 Lorna Road, Suite 202
Hoover, Alabama 35244

Send Tax Notice To:

John H. Wimberly
Shari K. Wimberly
1001 Little Turtle Circle
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

PREPARED WITHOUT BENEFIT OF SURVEY

SPECIAL STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Hundred Fifty Nine Thousand and No/100 Dollars (\$159,000.00), and other good and valuable considerations, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged,

FEDERAL HOME LOAN MORTGAGE CORPORATION, organized and existing under the laws of the United States of America.

(herein referred to as "Grantor") grants, bargains, sells and conveys unto:

JOHN H. WIMBERLY and SHARI K. WIMBERLY

(herein referred to as "Grantees"), as joint tenants with right of survivorship, the following described real estate, situated in SHELBY COUNTY, ALABAMA, to-wit:

LOT 1, ACCORDING TO THE AMENDED MAP OF BROKEN BOW SOUTH, SECTOR II, AS RECORDED IN MAP BOOK 20 PAGE 62 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. General and special taxes or assessments for 2001 and subsequent years not yet due and payable.
2. Building setback line of 30 feet reserved from Little Turtle Circle and Little Turtle Drive as shown by plat. Said setback has been violated in that the stoop overlaps the line, as shown on the survey by Barton F. Carr, dated September 27, 1995.
3. Easements as shown by recorded plat, including a 10 foot easement on the Northerly side of lot.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 1995-10849 in Probate Office.
5. Transmission Line Permit(s) to Alabama Power Company as shown by

\$151,050.00 of the above consideration was paid from a mortgage loan closed simultaneously herewith.

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003 HMB 25.00

Inst # 2001-02374

- instrument(s) recorded in Deed Book 124 page 562 in Probate Office.
6. Release(s) of damages as set out in instrument(s) recorded in Inst. No. 1995-28353 in Probate Office.
 7. Covenant releasing predecessor in title from any liability arising from sinkholes, 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 Map Book 19 page 138 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
 8. Restrictions, limitations and conditions as set out in Map Book 19 page 138.

TO HAVE AND TO HOLD unto the said GRANTEES, as joint tenants with right of survivorship; 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.

SUBJECT TO STATUTORY RIGHT OF REDEMPTION of all parties lawfully entitled thereto pursuant to the Code of Alabama (1975), and the amendments thereto.

PROPERTY SOLD AS IS and Grantor only warrants title from the time it obtained title until the date Grantor conveys its interest in the aforesaid property to the Grantees.

IN WITNESS WHEREOF, the said Grantor, by **Kristi Weatherton** who is authorized to execute this conveyance, has hereto set its signature and seal, this the 18th day of January, 2001.

ATTEST:

Federal Home Loan Mortgage Corporation

Debbie Haley
Its: **DEBBIE HALEY**
Assistant Secretary

By: Kristi Weatherton
Its: **ASSISTANT TREASURER**

STATE OF TEXAS)
COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that **Kristi Weatherton**, whose name as **ASSISTANT TREASURER** of Federal Home Loan Mortgage Corporation 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, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 13th day of January, 2001.

Paula E. Roberts

Notary Public

My Commission Expires: 2-1-01

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