

STATE OF ALABAMA)

SPECIAL WARRANTY DEED

SHELBY COUNTY)

\$10.00



20030723000470350 Pg 1/2 74.00
Shelby Cnty Judge of Probate, AL
07/23/2003 10:28:00 FILED/CERTIFIED

That in consideration of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS to the undersigned Grantor, WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION, f/k/a FIRST UNION NATIONAL BANK OF DELAWARE, (herein referred to as Grantor) in hand paid by the Grantee herein, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto FALLS & CO., INC., (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 3-A, of a Resurvey of Lots 1-6, Block 3, Resurvey of Breckenridge Park, as recorded in Map Book 10, Page 44, in the Probate Office of Shelby County, Alabama, situated in Shelby County, Alabama.

Subject to:

1. All easements, rights of way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
2. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still effect;
4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
6. Any conditions that would be revealed by a physical inspection and survey of the property.
7. All outstanding rights of redemption in favor of all persons entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed dated December 19, 2002, and recorded in the probate office of Shelby County.

Grantor covenants that it is seized and possessed of the said land and has right

to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has hereunto set its signature and seal, this the 7th day of July, 2003.



WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION, f/k/a FIRST UNION
NATIONAL BANK OF DELAWARE

BY: Deborah Kaufman
Its Deborah Kaufman
Vice President

STATE OF NC)
COUNTY OF Wake)

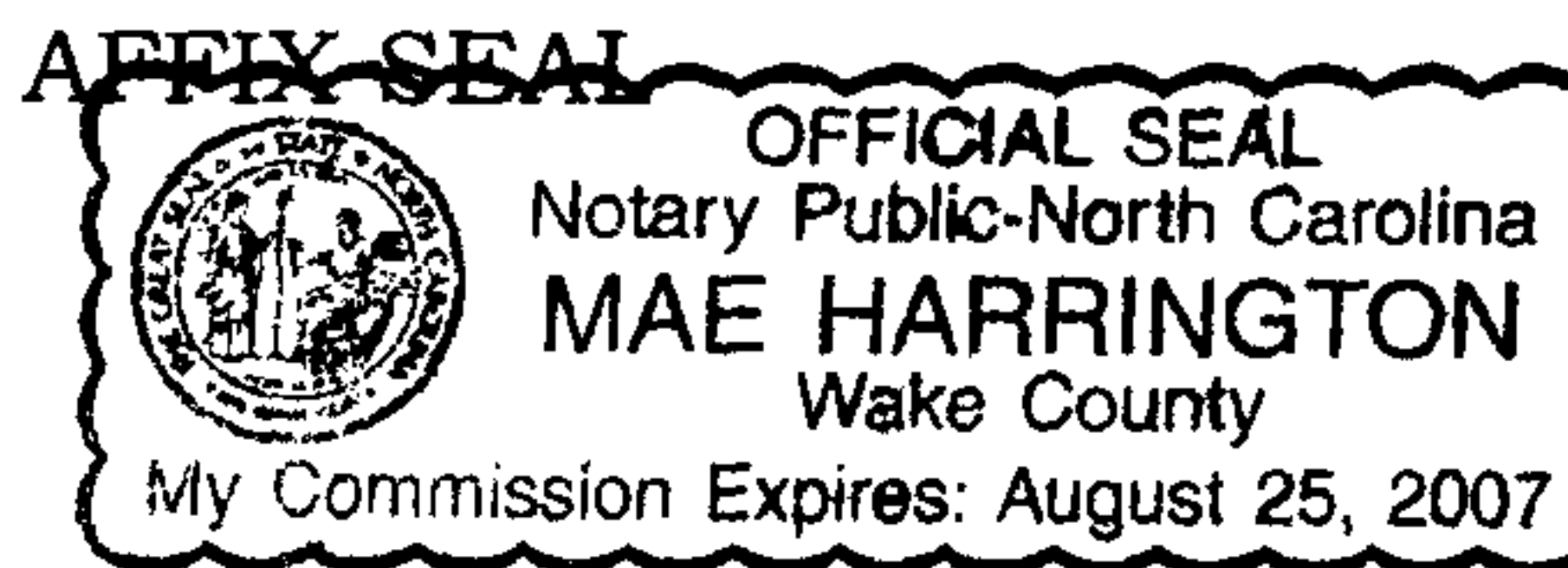
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Deborah Kaufman, whose name as VP, of WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION, f/k/a FIRST UNION NATIONAL BANK OF DELAWARE, is signed to the foregoing 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 3 day of July, 2003.

Mae Harrington
NOTARY PUBLIC
My Commission Expires:

Grantees Address:
803 Hillsboro Lane
Helena, Alabama 35080



HMSI Loan No.: 6664145

This instrument prepared by:
McDowell & Beason, P.C.
Attorneys At Law
P.O. Box 818
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