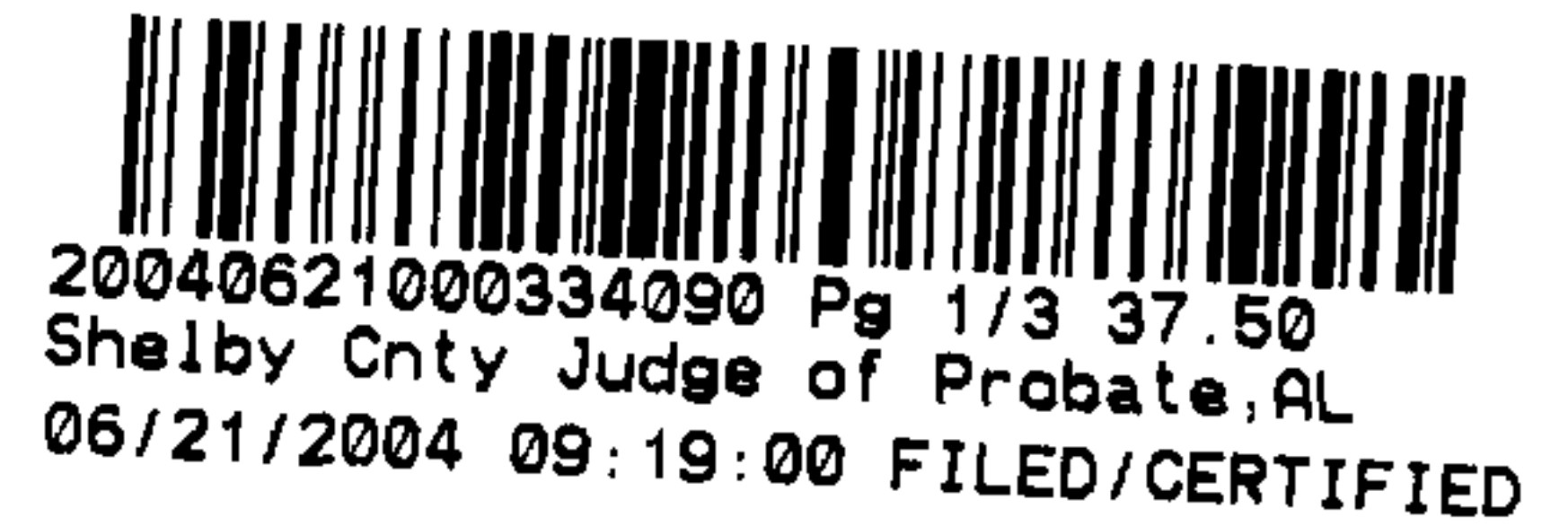


Consideration: 20,500.00



STATE OF ALABAMA)

SPECIAL WARRANTY DEED

SHELBY COUNTY)

That in consideration of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS to the undersigned Grantor, HOMECOMINGS FINANCIAL NETWORK, INC., (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 **ALEJANDRO C. VILLALOBOS**, a married man, and **AMADO A. GUTIERREZ**, a single man (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

Commence at the NW corner of Section 27, Township 22 South, Range 3 West, and run East 940.34 feet; thence Southwest 210.27 feet to the point of beginning; thence West 210 feet; thence South 210 feet; thence East 210 feet; thence North 210 feet to the point of beginning, all located in Section 27, Township 22 South, Range 3 West, County of Shelby, Alabama.

THIS DEED MADE WITHOUT BENEFIT OF TITLE EXAMINATION UNLESS A SEPARATE WRITTEN OPINION IS RENDERED AND A SEPARATE CHARGE MADE FOR SUCH EXAMINATION. DESCRIPTION FURNISHED BY PRINCE BROTHERS, INC. NO WARRANTY IS MADE BY THE DRAFTSMAN AS TO THE QUANTITY OF GROUND OR THE CORRECTNESS OF THE DESCRIPTION.

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 January 8, 2004, 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 Grantees, their heirs and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed effective on this 4th day of JUN, 2004.

HOMECOMINGS FINANCIAL NETWORK, INC.

BY: 
Its Bryce Fendall
Reo Mgr

STATE OF Oregon)

COUNTY OF Washington

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bryce Fendall, whose name as Reo Mgr, of HOMECOMINGS FINANCIAL NETWORK, INC., 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 4th day of June, 2004.

Molly Y Walters
NOTARY PUBLIC

My Commission Expires:

AFFIX SEAL

Property Address:

**240 Jones Road
Montevallo, Alabama 35115**

Wilshire Account No.: 179921

This instrument prepared by:

Jean Ellen Burnett
McDOWELL & BEASON, P.C.
Attorneys At Law
P.O. Box 818
Russellville, AL 35653
(256) 332-1660

