


STATE OF ALABAMA
COUNTY OF SHELBY


20050428000202650 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
04/28/2005 10:20:07AM FILED/CERT

Wanda D. Harris
5641744
03-0678L

SPECIAL WARRANTY DEED

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 to Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc. (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 (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:

Parcel I: Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the South line of said 1/4 1/4 a distance of 331.40 feet to the point of beginning of the property being described; thence turn 89 deg, 06 min, 09 sec right and run Northerly 100.00 feet to a point; thence turn 89 deg, 06 min, 09 sec left and run Westerly 150.00 feet to a point; thence turn 90 deg, 53 min, 51 sec left and run Southerly 124.77 feet to a point; thence turn 89 deg, 31 min, 35 sec left and run Easterly along a property line surveyed by R.C. Farmer, Alabama, Registered Land Surveyor, a distance of 149.99 feet to a point; then turn 90 deg, 28 min, 25 sec left and run Northerly 23.66 feet to the point of beginning; being situated in Shelby County, Alabama. Parcel II: The beneficial interest in and to the non-exclusive easement for ingress and egress set out in the deed dated November 11, 1976, and recorded as Deed Book 302, page 281, over and across the following property: Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the South line of said 1/4 1/4 a distance of 331.40 feet to the point of beginning of the property being described; thence turn 89 deg, 06 min, 09 sec, right and run Northerly 100.00 feet to a point; thence turn 89 deg, 06 min, 09 sec, left and run Westerly 150.00 feet to the point of beginning of the easement being described; thence continue along last described course a distance of 182.43 feet to the centerline of the Primrose Drive, a public road; thence run Southerly along the centerline of said Primrose Drive a distance of 20.0 feet to a point; thence run Easterly 20 feet South of and parallel to the North line of subject easement a distance of 182.43 feet to a point on the West line of the Dawson property; thence run Northerly along said West line of said Dawson property a distance of 20 feet to the point of beginning and the end of easement. Parcel III: The beneficial interest and the non-exclusive easement for ingress and egress as set out in the Grant of Easement, dated October 9, 1995, recorded as Inst. #1995-34952, over and across the following property: Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the South line of said 1/4 1/4 a distance of 331.40 feet to the point of beginning of the property being described; thence turn 89 deg, 06 min, 09 sec, right and run Northerly 100.00 feet to a point ; thence turn 89 deg, 06 min, 09 sec, left and run Westerly 288.96 feet to the point of beginning of the easement being described; thence continue along last described course a distance of 33.47 feet to a point on the East edge of Primrose Drive; thence turn 89 deg, 06 min, 09 sec, right and run Northerly along the East edge of said Primrose Drive 16.33 feet to a point; thence run Southeasterly 39.17 feet to the point of beginning and the end of easement. Parcel IV: The beneficial interest in and to the non-exclusive easement for ingress and egress as set out in the Encroachment Easement Agreement, dated January 26, 1996, recorded as Inst. #1996-21339 in the Probate Office of Shelby County, Alabama.

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

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 its individual or corporate capacity, and the undersigned expressly limits its liability hereunder to the property now or hereafter held by it in the representative capacity named.

IN WITNESS WHEREOF, the said Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc. by Rachael Hendrickson, its Vice President Loan Docs., and tested by Mark Wooten, its Vice Pres. Loan Doc. who is authorized to execute this conveyance, has hereto set its signature and seal, this 15th day of April, 2005.

ATTEST (Corporate Seal)

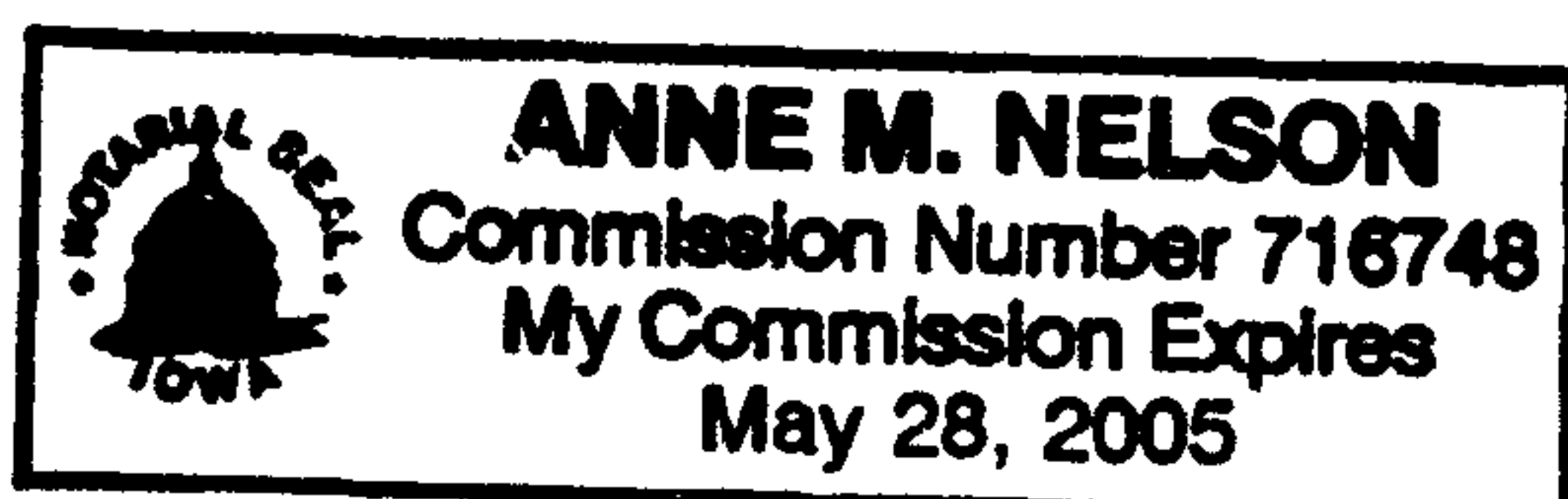
[Signature]
Signature
RACHAEL HENDRICKSON-BROWDER
VICE PRESIDENT LOAN DOCUMENTATION
PRINT NAME AND TITLE OF ATTESTING OFFICIAL

Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc.
By: [Signature]
(Signature) **MARK WOOTON**
Its: **VICE PRESIDENT LOAN DOCUMENTATION**
PRINT NAME AND TITLE OF EXECUTING OFFICIAL

STATE OF Iowa
COUNTY OF Polk

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Rachael Hendrickson and Mark Wooten, whose names as Vice Pres. Loan Docs. and Vice Pres. Loan Docs., respectively, of Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc., 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 association, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 15th day of April, 2005.



[Signature]
Notary Public

MY COMMISSION EXPIRES: 05-28-05

GRANTEE'S ADDRESS:
Department of Housing and Urban Development
Hooks, Van Holm
The Noble Building
1021 Noble Street, Suite 212-221
Anniston, AL 36201

20050428000202650 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
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This instrument prepared by:
Chalice E. Tucker
SHAPIRO & TUCKER, L.L.P.
2107 5th Avenue North, Suite 500
Birmingham, Alabama 35203