

INVESTOR NUMBER: 723517594

NATIONAL CITY MORTGAGE

LOAN NUMBER: 3123634

MORTGAGOR(S): BOBBY STATUM AND DIANA STATUM

THIS INSTRUMENT PREPARED BY:

Cynthia W. Williams

Sirote & Permutt, P.C.

2311 Highland Avenue South

P. O. Box 55727

Birmingham, AL. 35255-5727

STATE OF ALABAMA)

COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned Grantor, **National City Mortgage, Inc. f/k/a National City Mortgage Co.**, does hereby grant, bargain, sell, and convey unto Grantee, **Federal Home Loan Mortgage Corporation**, the following described real estate situated in the County of Shelby, State of Alabama, to-wit:

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the SW corner of the SW 1/4 of the NW 1/4 Section 36, Township 19 South, Range 3 West; thence North 30 degrees 55 minutes 47 seconds East, a distance of 360.70 feet to the Southeastern right of way line of Indian Lake Drive; thence North 27 degrees 12 minutes 11 seconds East, along said right of way line a distance of 105.95 feet; thence North 27 degrees 16 minutes 01 seconds East along said right of way line a distance of 75.98 feet; thence North 35 degrees 20 minutes 47 seconds East, a distance of 24.21 feet to the Point of Beginning; thence continue along the last described course and along said right of way line a distance of 108.79 feet; thence South 54 degrees 39 minutes 13 seconds East, a distance of 311.50 feet to a point on the western right of way line of Indian Lake Trail, said point being a point on a curve to the left having a radius of 53.13 feet and a central angle of 88 degrees 05 minutes 53 seconds; thence along the arc of said curve and said right of way line a distance of 81.70 feet, said arc subtended by a chord which bears South 20 degrees 33 minutes 15 seconds East, a distance of 73.88 feet to the end of said curve; thence South 41 degrees 19 minutes 07 seconds West, leaving said right of way line a distance of 99.46 feet; thence North 49 degrees 40 minutes 35 seconds West, a distance of 363.70 feet to the Point of Beginning.

Subject to a 15 minutes for ingress/egress easement being more particularly described as follows: Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West; thence North 30 degrees 55 minutes 47 seconds East a distance of 360.70 feet to the Southeastern right of way

line of Indian Lake Drive; thence North 27 degrees 12 minutes 11 seconds East along said right of way line a distance of 105.95 feet; thence North 27 degrees 16 minutes 01 seconds East along said right of way line a distance of 75.98 feet; thence North 35 degrees 20 minutes 47 seconds East along said right of way line a distance of 133.00 feet; thence South 54 degrees 39 minutes 13 second East a distance of 311.50 feet to a point on the Western right of way line of Indian Lake Trail, said point being a point on a curve to the left having a radius of 53.13 feet to a central angle of 47 degrees 10 minutes 38 seconds; thence along the arc of said curve and said right of way line a distance of 43.75 feet, said arc subtended by a chord which bears South 0 degrees 5 minutes 38 seconds East a distance of 42.52 feet to the Point of Beginning of the centerline of a 15 foot ingress and egress easement, said easement lying 7.5 feet each side of said centerline; thence South 69 degrees 42 minutes 20 seconds West a distance of 118.24 feet to the Southwesterly property line of said parcel; said point being the end of said centerline of said easement.

Subject to ingress-egress and utility easement described as follows: Commence at the SW corner of the SW 1/4 of the NW 1/4 of the Section of 36, Township 19 South, Range 3 West, thence North 30 degrees 55 minutes 47 seconds East a distance of 360.70 feet to the Southeastern right of way line of Indian Lake Drive; thence North 47 degrees 12 minutes 11 seconds East, along said right of way line a distance of 105.95 feet; thence North 27 degrees 16 minutes 01 seconds East along said right of way line a distance of 105.95 feet; thence North 27 degrees 16 seconds 01 minutes along said right of way line a distance of 75.98 feet; thence North 35 degrees 20 minutes 47 seconds East along said right of way line a distance of 133.00 feet to the most Northerly corner of Statum property; thence South 54 degrees 39 minutes 13 seconds East 311.50 feet to an existing 1" iron pipe and being on the West right of way line of Indian Lake Trail, said point being on a curved right of way line and said curve being concave in an Easterly direction and having a central angle of 57 degrees 08 minutes 35 seconds and a radius of 53.98 feet; thence turn an angle to the right and run in a Southerly direction along the arc of said curve for a distance of 53.83 feet to an existing nail set in an asphalt driveway and being the point of beginning; thence continue in a Southeasterly direction along the arc of said curve with a radius of 53.98 feet and a central angle of 29 degrees 20 minutes 41 seconds and run in a Southeasterly direction for a distance of 27.64 feet to an existing iron rebar set by Robert Farmer; thence run in a Southwesterly direction along the Southeast line of said Statum property for a distance of 37.28 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 143 degrees 35 minutes 12 seconds and run in a Northerly direction of 46.06 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD, the above-described property together with all and singular the tenements, hereditaments, and appurtenances thereupon belonging or in any wise appertaining unto the said Grantee, its successors and assigns, forever.

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

IN WITNESS WHEREOF, **National City Mortgage, Inc. f/k/a National City Mortgage Co.**, a corporation, has caused this conveyance to be executed by Rebecca J. Brown, its Asst. Vice President, who is duly authorized, on the _____ day of _____.

National City Mortgage, Inc. f/k/a National City Mortgage Co.

[AFFIX SEAL]

By:

Rebecca J. Brown

Rebecca J. Brown

Its

Asst. Vice President

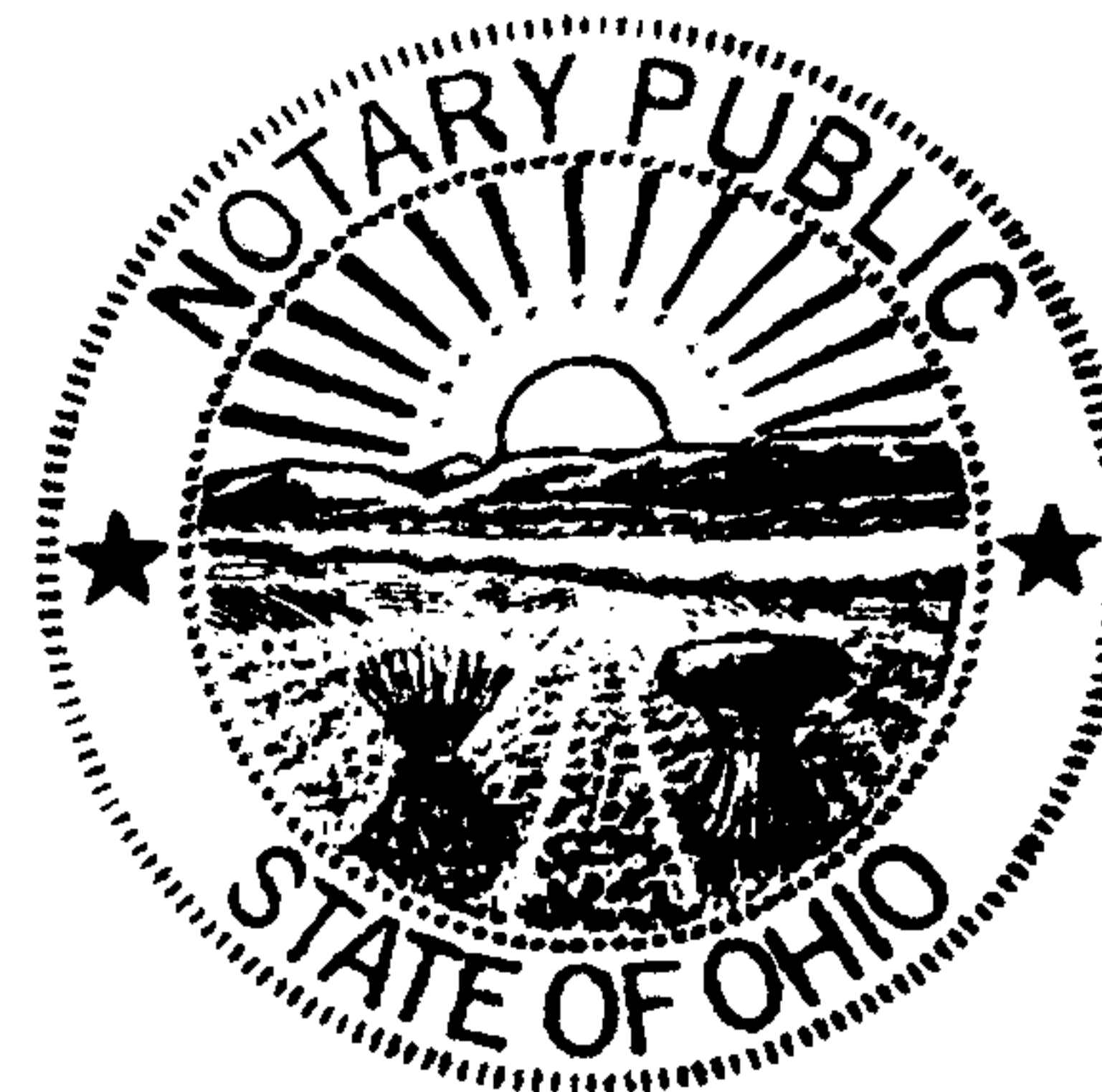
STATE OF Ohio

COUNTY OF Montgomery

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Rebecca J. Brown, whose name as Asst. Vice President of National City Mortgage, Inc. f/k/a National City Mortgage Co., a 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 _____ day of _____.

Joyce Kinsler
NOTARY PUBLIC
My Commission Expires: _____



JOYCE KINSLER, Notary Public
In and for the State of Ohio
My Commission Expires July 2, 2007