

STATE OF ALABAMA

COUNTY OF SHELBY

Special Warranty Deed

\$ 75,000.00 Dm

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of ~~One Hundred Dollars (\$100.00)~~ and other good and valuable consideration to him in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT** (herein referred to as "Grantor") does by these presents grant, bargain, sell and convey unto **REYNA R. MEDINA, A MARRIED WOMAN** (herein referred to as "Grantee") the following described real estate situated in Shelby County, Alabama, to-wit:

Parcel I: Commence at the SE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ 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 $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the south line of said $\frac{1}{4}$ $\frac{1}{4}$ 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 $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ 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.

This conveyance is subject to subdivision restrictions, utility, drainage and sewer easements, and minimum setback lines, if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of Shelby County, Alabama. This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights.

\$ 71,250.00 of the consideration herein was derived from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said REYNA R. MEDINA, their heirs and assigns forever. Grantor makes no warranty or covenant respecting the nature or the quality of the title to the property hereby conveyed except the following; Grantor does hereby specifically warrant the title to said property against the lawful claims of all persons claiming by, through, or under the Grantor, since the date of acquisition thereof by the grantor. Subject to all covenants, restrictions, reservations, easements, conditions, ad valorem taxes for the year of 2007 not due and payable until October 1, 2007, other rights of whatever nature appearing of record, and subject to any state of facts an accurate survey would show.

IN WITNESS WHEREOF, the undersigned has set his/her hand as the duly authorized representative of the Secretary of Housing and Urban Development.

Alphonso Jackson
Secretary of Housing
And Urban Development
By Hooks Van Holm, Inc of Anniston, AL
Management and Marketing Contractor for HUD
State of Alabama

By: Vicky Blanton (Signature)
Vicky Blanton (Print)
Its: Closing Manager (Title)

State of Alabama
County of Shelby

I, the undersigned a Notary Public in and for said county in said state, do hereby certify that Vicky Blanton, who is personally known to me be the duly authorized principal or office of Hooks Van Holm, Inc, the Management and Marketing Contractor and duly authorized representative of the Secretary of Housing and Urban Development and the person who executed the foregoing instrument bearing _____, by virtue of the authority vested in him/her by the delegation of authority published at 70 FR 43 171 (July 26, 2005), and acknowledged before me on this day that, being informed of the currents of this conveyance, (s)he executed the same voluntarily for and on behalf of Alphonso Jackson, Secretary of Housing and Urban Development, on the day and year above stated.

Given under my and official seal this 10 day of January, 2007.

Tawana Newman

Notary Public

My commission expires

4/27/09

PROPERTY ADDRESS:
217 Primrose Dr.
Alabaster, AL 35007

THIS INSTRUMENT PREPARED BY:

Christopher B. Pitts, P.C.
111 19th Street North Mezz Ste
Birmingham, AL 35203
File # BH0610-MEDINADNW
FHA Case# 011-456734

TAWANA NEWMAN
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
4/27/09

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Shelby Cnty Judge of Probate, AL
09/11/2007 02:10:23PM FILED/CERT