

20080718000292060 1/3 \$37.00
Shelby Cnty Judge of Probate, AL
07/18/2008 02:56:30PM FILED/CERT

Shelby County, AL 07/18/2008
State of Alabama

Deed Tax: \$20.00

FRS File No.: 534588 322200262

BRR-0806003045

SPECIAL WARRANTY DEED

THE STATE OF ALABAMA
COUNTY OF JEFFERSON }

That in consideration of \$315,000.00
DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS to the undersigned
GRANTOR, Wells Fargo Bank, NA as Trustee under the Pooling and Servicing Agreement Dated as of
September 1, 2004 Asset-Backed Pass Through Certificates Series 2004-WHQ1 (herein referred to as
Grantor) in hand paid by the Grantee herein, the receipt of whereof is acknowledged, the said Grantor
does by these presents, grant bargain, sell and convey unto Ben B. Henson

(herein referred to as Grantees),

the following described real estate, situated in the County of Shelby, State of Alabama, to-wit:

- ✓ Lot 1132, according to the survey of Brook Highland, 11th Sector, Phase 1, and Eddleman Community,
as recorded in Map Book 19, Page 68 in the Probate Office of Shelby County, Alabama.

Subject to:

1. All Easements, rights of way and prescriptive rights whether of record or not, pertaining to any portions(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 in 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;

This deed is recorded simultaneously with a mortgage in the amount of \$295,000.00 on the same property.

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 due 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 5/15/07, and recorded in the probate office of Shelby County, Alabama.

Grantor covenants that it is seized and possessed of the said land and has a 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 HOLD unto the said Grantees, their heirs and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has hereunto set its signature and seal, this the 8th day of May, 2008.

Wells Fargo Bank, NA as Trustee under the Pooling and Servicing Agreement Dated as of September 1, 2004 Asset-Backed Pass Through Certificates Series 2004-WHQ1
By Barclays Capital Real Estate Inc., a Delaware Corporation, d/b/a HomEq Servicing, attorney in fact

By:

Printed Name: Noriko Colston

Title: Assist. Secretary

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State of California }
County of Sacramento } ss.

On May 8, 2008, before me, J.Gualano, Notary Public, personally appeared Noriko Colston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary signature

JG

