

This instrument prepared by:  
Jeff G. Underwood, Attorney  
Sirote & Permutt P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205

Send Tax Notice to:  
Melody Lovvorn

1070 Ashford Lane  
Birmingham AL 35242

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Three hundred ten thousand and 00/100 Dollars (\$310,000.00) to the undersigned, Fannie Mae a/k/a Federal National Mortgage Association, a corporation, by and through Sirote & Permutt, P.C., as Attorney in Fact, (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 Melody Lovvorn, (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 1159, according to the Survey of Brook Highland, 11th Sector, Phase II, an Eddleman Community, as recorded in Map Book 22, Page 36 A and B, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to:

1. Any item disclosed on that certain policy of title insurance obtained in connection with this transaction.
2. Ad valorem Taxes for the current tax year, which Grantee herein assume and agree to pay.
3. Declaration of Protective Covenants for the "Watershed Property" which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54, and along with Declaration of Easement and Restrictive Covenants for Lake use as recorded in Inst. No. 1992-20483.
4. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Real 194, Page 254; Real 194, Page 281; Real 194, Page 287; Real 263, Page 604; Inst. No. 1995-01043; Inst. No. 1997-06062, and Inst. No. 1998-9351.
5. Easement for Sanitary Sewer Lines and Water Lines as recorded in Inst. No. 1994-37062 through Inst. No. 1994-37064, along with a Deed and Bill of Sale recorded in Inst. No. 1994-37059 through Inst. No. 1994-37061.
6. A non-exclusive easement and agreement between Eddleman and Associates and the Water Works and Sewer Board of the City of Birmingham dated July 11, 1988 and recorded in Real 194, Page 20 and Real 194, Page 43.
7. Easement and agreements between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as recorded in Real 194, Page 1 and Book 194, Page 40.
8. Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as recorded in Real 125, Page 238.
9. Reciprocal Easement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as recorded in Real 125, Page 249 and Real 199, Page 18.



10. Subdivision restrictions as shown on plat recorded in Map Book 19, Page 68.
11. Reservation of mineral and mining rights in instrument recorded in Deed Book 32, Page 48 and Deed Book 121, Page 294, together with the appurtenant rights to use the surface.
12. Restrictions and covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995.
13. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by survey of subdivision, recorded in Map Book 19, Page 68.
14. 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 recorded in Instrument No. 20080806000314950, in the Probate Office of Shelby County, Alabama.

\$294,500.00 of the above consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

This property is sold as is and grantor only warrants title from the time grantor obtained title until the date grantor conveys its interest in the aforesaid property to the grantee.

TO HAVE AND TO HOLD Unto the said Grantee, his/her heirs and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 18th day of September, 2008.

Fannie Mae a/k/a Federal National Mortgage Association  
By and through Sirote & Permutt, P.C., as Attorney in Fact

By: \_\_\_\_\_

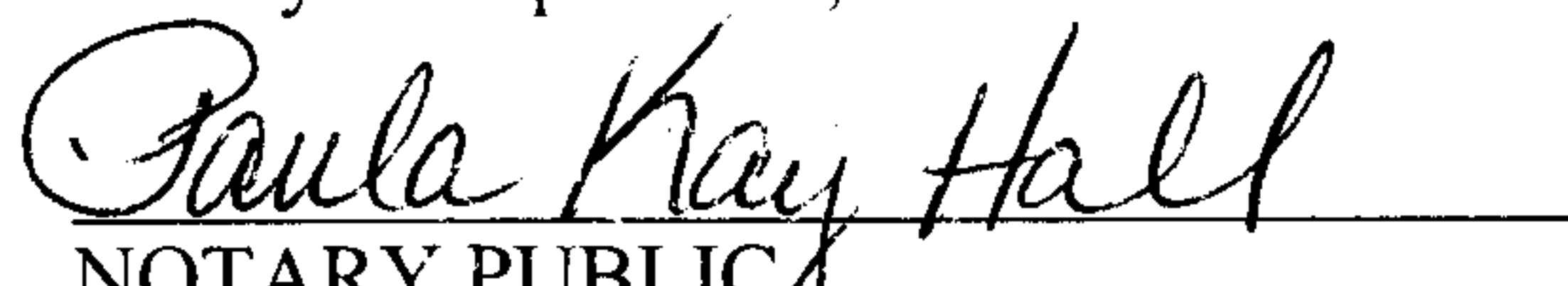
Its \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Caroline E. Walker, whose name as Attorney of Sirote & Permutt, P.C., as Attorney in Fact for Fannie Mae a/k/a Federal National Mortgage Association, 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 attorney and with full authority, executed the same voluntarily for and as the act of said Corporation, acting in its capacity as Attorney in Fact as aforesaid.

Given under my hand and official seal, this the 18th day of September, 2008.

  
NOTARY PUBLIC  
My Commission expires:  
AFFIX SEAL

2008-003309 / A08E931

MY COMMISSION EXPIRES AUGUST 6, 2012