

THIS INSTRUMENT                      STATE OF ALABAMA                      )  
PREPARED BY:  
James E. Bridges, III                      COUNTY OF SHELBY                      )  
JAMES E. BRIDGES, III,  
ATTORNEY AT LAW, P.C.  
Post Office Box 297  
Gulf Shores, AL 36547-0297  
(251) 968-3025

STATUTORY  
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CITIMORTGAGE, INC., a New York corporation, by and through its Attorney in Fact, US REAL ESTATE SERVICES, INC., a California corporation, hereinafter called the "Grantor," for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS in cash and other good and valuable consideration, in hand paid to the Grantor by ASHLEY M. KING, hereinafter called the "Grantee," the receipt and sufficiency of which is hereby acknowledged, subject to all matters and things hereinafter set forth, has this day bargained and sold and by these presents does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantee, in fee simple, forever, all that real property situated in the County of Shelby, State of Alabama, described as follows, to-wit:

Commence at the Southeast corner of Section 36, Township 20 South, Range 1 East; Shelby County, Alabama, and proceed North 1° 09' 05" West along the East boundary of Section 36 for 1317.75 feet, said point being the Northeast corner of the SE ¼ - SE ¼ of said Section 36; thence proceed South 87° 55' 23" West along the North boundary of said SE ¼ - SE ¼ for 235.21 feet to a point of intersection with the North boundary of the SE ¼ - SE ¼ and the East right-of-way boundary of Shelby County Highway No. 61; thence proceed North 3° 48' 51" West along said highway right-of-way for 221.94 feet to the Point of Beginning of herein described parcel of land; thence from said Point of Beginning continue North 3° 48' 51" West along said road boundary for 173.86 feet; thence leaving said road boundary North 86° 13' 57" East 241.99 feet; thence proceed South 3° 41' 41" East, 183.97 feet; thence proceed South 88° 37' 39" West, 241.83 feet back to the Point of Beginning. According to the survey of Billy R. Martin, Jr., Ala. Reg. No. 10559, dated August 18, 1997; and

**BEING** the same property conveyed to Randy Joe McKinney and Julie Hurst McKinney, by Deed dated September 20, 2005, and recorded on September 23, 2005, as Instrument Number 2005-496430, in the Office of the Shelby County Records; and

**THEREAFTER**, being the same property conveyed to CitiMortgage, Inc., by Foreclosure Deed dated December 30, 2008, and recorded on January 12, 2009, as Instrument Number 2009-9320, in the Office aforesaid.

**LESS AND EXCEPT** such oil, gas, and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

**THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:**

1. Easement for Right-of-Way for Public Road, recorded in Deed Book 190, Page 497.
2. Easement for Alabama Power Company, recorded in Deed Book 107, Page 130.
3. Outstanding rights of redemption in favor of all persons or entities entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed dated the December 30, 2008, and recorded January 12, 2009, in the Probate Office of Shelby County, Alabama, as Instrument Number 2005-9320, under and in accordance with the laws of the State of Alabama or the United States of America.

PURCHASE MONEY MORTGAGE RECORDED SIMULTANEOUSLY  
Full Purchase Price \$60,000.00



20090803000297200 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
08/03/2009 03:50:30 PM FILED/CERT

The recording references refer to the records in the Office of the Judge of Probate of Shelby County, Alabama, unless otherwise indicated.

**TOGETHER WITH ALL AND SINGULAR**, the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD** the said above described property unto the said Grantee, and to the Grantee's successors and/or assigns, in fee simple, forever.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED** by and between the parties hereto that this deed contains no warranty except against the acts of the within named Grantor(s), and all persons claiming by, through or under it.

James E. Bridges, III, in preparing this Warranty Deed, acts as scrivener only and does not represent or warrant title to the Grantee(s) herein whatsoever.

**IN WITNESS WHEREOF**, the Grantor has hereunto caused this instrument to be properly executed on this the 10<sup>th</sup> day of June, 2009.

**CITIMORTGAGE, INC.**  
A New York corporation

\* When recorded mail to:  
Freibert Title Group, LLC  
9500 Ormsby Station Road, Suite 301  
Louisville, Kentucky 40223

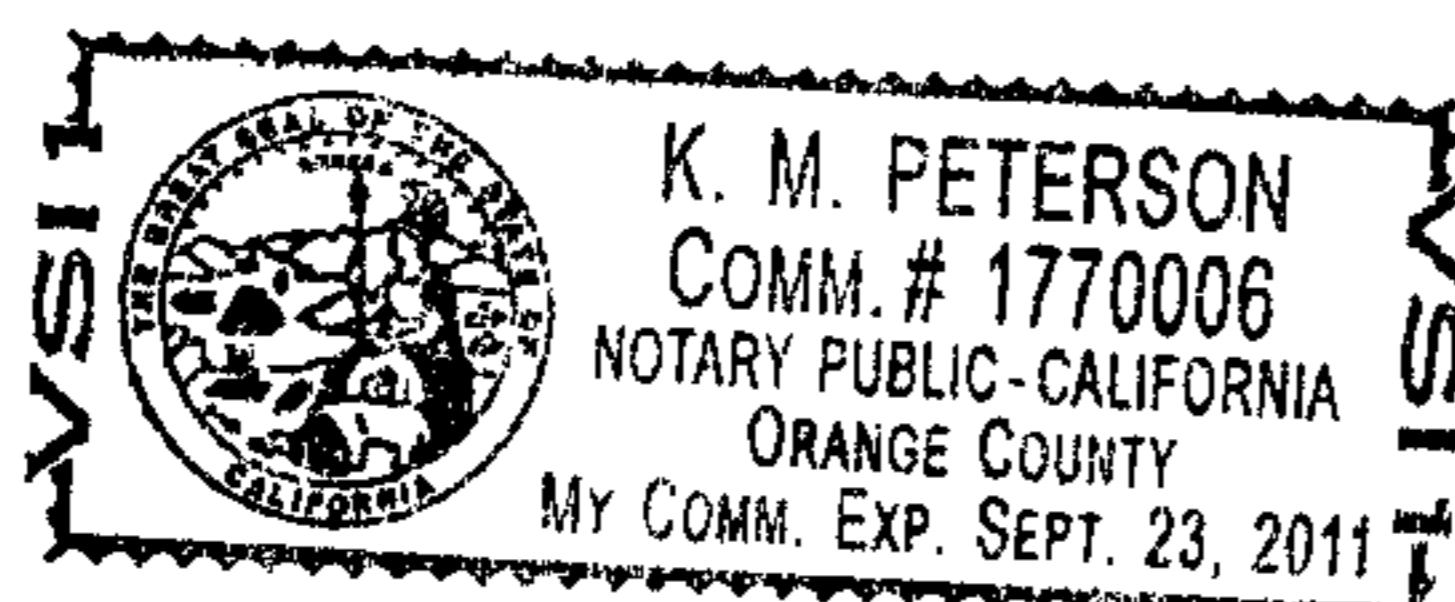
By: **US REAL ESTATE SERVICES, INC.**  
A California corporation  
Its: Attorney in Fact

By: RIDA SHARAF  
Its: AUTHORIZED SIGNOR

STATE OF CA )  
COUNTY OF Orange )

I, K-M. Peterson, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rida Sharaf, whose name as Auth. Signor of **US REAL ESTATE SERVICES, INC.**, a California corporation, as Attorney in Fact for **CITIMORTGAGE, INC.**, a New York 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 said conveyance, \_\_\_\_\_, as such \_\_\_\_\_ of **US REAL ESTATE SERVICES, INC.**, in its capacity of such Attorney in Fact, duly authorized and with full authority, executed the same for and as the act of said corporation on behalf of **CITIMORTGAGE, INC.**, on the day the same bears date.

Given under my hand and seal this the 10<sup>th</sup> day of June, 2009.



K M. Petr  
Notary Public  
My Commission Expires: 9/23/11

Grantor's Address:

1000 TECHNOLOGY DR.  
O'FALLON, MO 63304

Grantees' Address:

10580 NORTH MAIN ST.  
WILSONVILLE, AL 35186