

INVESTOR NUMBER: 1701960706

GMAC Mortgage, LLC CM #: 168349

MORTGAGOR(S): MICHELLE M. BERRY AND JASON S. BERRY

THIS INSTRUMENT PREPARED BY:

Colleen McCullough
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, **GMAC Mortgage, LLC**, does hereby grant, bargain, sell, and convey unto Grantee, **Fannie Mae a/k/a Federal National Mortgage Association**, the following described real estate situated in the County of Shelby, State of Alabama, to-wit:

Lot 37, according to the Final Plat Stonecreek Phase 3, as recorded
in Map Book 36, page 37, in the Probate Office of Shelby County,
Alabama.

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.





20100714000223890 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
07/14/2010 02:01:56 PM FILED/CERT

IN WITNESS WHEREOF, **GMAC MORTGAGE, LLC**, has caused this conveyance to be executed by Colleen McCullough, an attorney of Sirote & Permutt, P.C., pursuant to that certain Limited Power of Attorney attached hereto as Exhibit A and fully incorporated herein. This Special Warranty Deed is executed on the 9 day of July, 2010.

GMAC MORTGAGE, LLC

By: 

Colleen McCullough, an attorney of Sirote
& Permutt, P.C.

Its: Attorney-In-Fact

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, David Charles Johnson a Notary Public in and for said County, in said State, hereby certify that Colleen McCullough, whose name as an attorney of Sirote & Permutt, P.C., a corporation as Attorney-In-Fact 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, she, as 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 this the 9 day of July, 2010.


Notary Public

My Commission Expires MY COMMISSION EXPIRES JUNE 15, 2014

Grantee's Address:

FANNIE MAE

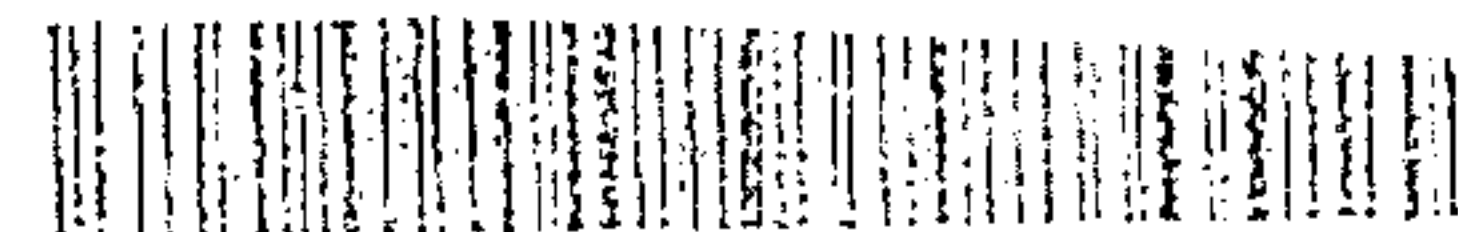
PO BOX 650043

Dallas, TX 75265-0043





20100714000223890 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
07/14/2010 02:01:56 PM FILED/CERT



20090402000409280 1/2
Bk: LR200904 Pg:3003
Jefferson County, Alabama
I certify this instrument filed on
6/10/2009 10:31:52 AM FOR
Judge of Probate- Alan L. King

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That GMAC MORTGAGE, LLC, a limited liability company organized and existing under the laws of the state of Delaware, and having its principal office located at 1100 Virginia Drive, in the city of Fort Washington, Commonwealth of Pennsylvania, hath made, constituted and appointed, and does by these presents make, constitute and appoint SIROTE & PERMUTT, PC, a professional corporation organized and existing under the laws of the State of Alabama, its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead and for its use and benefit, to make, sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "mortgage" and the "deed of trust," respectively) serviced by GMAC MORTGAGE, LLC.


This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a mortgage or deed of trust, where said modification or re-recording is for the purpose of correcting the mortgage or deed of trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the mortgage or deed of trust as insured.
2. The subordination of the lien of a mortgage or deed of trust to an easement in favor of a public utility investor or a governmental agency or unit with powers of eminent domain; this section, shall include the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. With respect to a mortgage or deed of trust, the foreclosure, completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts: (i) the substitution of trustee(s) serving under a deed of trust in accordance with state law and the deed of trust; (ii) statements of breach or non-performance; (iii) notices of default; (iv) notices of sales; (v) cancellations/rescissions of notices of default and/or notices of sale; (vi) the taking of a deed in lieu of foreclosure; (vii) the acceptance of a short payoff in lieu of foreclosure, and (viii) such other documents as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions.
4. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
5. The completion of loan assumption agreements.
6. The full satisfaction/release of a mortgage or deed of trust or full reconveyances upon payment and discharge of all sums secured thereby including without limitation cancellation of the related mortgage note.
7. The full assignment of a mortgage or deed of trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including without limitation the assignment of the related mortgage note.

8. To receive, endorse, cash or deposit checks or other orders of payment, payable to the order of GMAC MORTGAGE, LLC, and to sign in its name, place and stead any such checks or orders of payment, but only such checks as relate to those mortgage loans serviced by GMAC MORTGAGE, LLC.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this limited power of attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this limited power of attorney; and may be satisfied that this limited power of attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned. This limited power of attorney is granted as of April 1, 2009 and shall expire on April 1, 2010 if not revoked sooner as set forth herein.

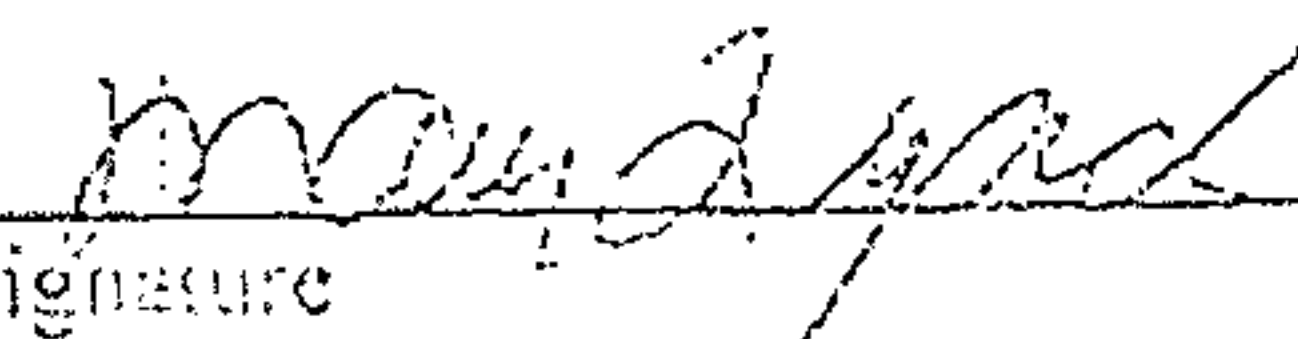

Name: Sheri Hall
Title: Vice-President

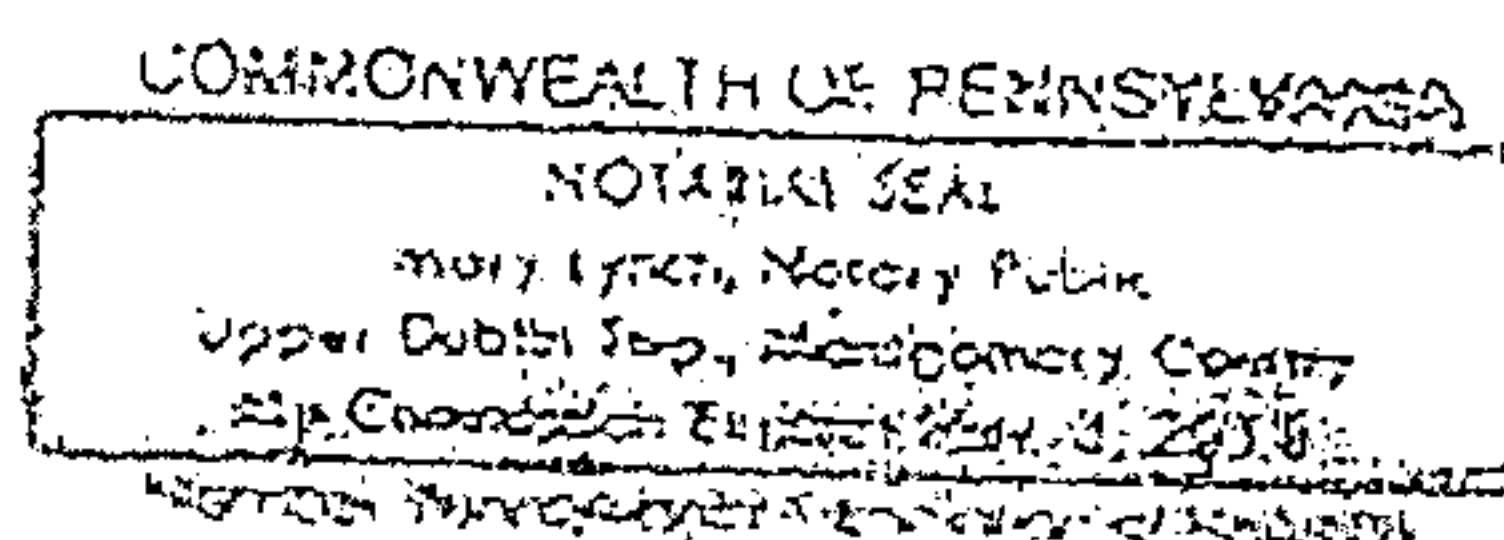
Commonwealth of Pennsylvania

County of Montgomery

On March 25, 2009, before me, a notary public in and for the county of Montgomery and Commonwealth of Pennsylvania, personally appeared, Sheri Hall, personally known to me (or 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 executed the same in his/her authorized capacity as Vice-President of GMAC MORTGAGE, LLC and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


Signature



Notary's name typed or printed

My commission expires:

20090402000409280 2/2
BK: LR200904 Pg:3000
Jefferson County, Alabama
04/02/2009 10:31:52 AM POA
Fee - \$8.00

Total of Fees and Taxes-\$8.00
JCOCKRELL