

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

Send Tax Notice to:
Janet M. Stewart
Thomas D. Stewart
3046 Timber Way
Helena, AL 35062

SPECIAL WARRANTY DEED

Shelby County, AL 09/02/2010

STATE OF ALABAMA

State of Alabama

KNOW ALL MEN BY THESE PRESENTS,

Deed Tax : \$30.50

SHELBY COUNTY

That in consideration of One hundred twenty-one thousand nine hundred and 00/100 Dollars (\$121,900.00) 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 Grantees herein, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Janet M. Stewart, and Thomas D. Stewart, (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 67, according to survey of Timber Park, Phase III, as recorded in Map Book 15, Page 11, in the Probate Office 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 Grantees herein assume and agree to pay.
3. Building set back line of 20 feet reserved from Timber Drive as shown by plat.
4. Public utility easements as shown by recorded plat, including 7.5 easement to the rear of lot.
5. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 330, Page 413 and Real 364, Page 403 in Probate Office.
6. Right(s)-of-Way(s) granted to South Central Bell by instrument(s) recorded in Deed 336, Page 226 in Probate Office.
7. Transmission Line Permit(s) to utility as shown by instrument(s) recorded in Real 333, Page 122 in Probate Office.
8. Covenant releasing predecessor in title from any liability existing 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 instrument recorded in Real 333, Page 41 in Probate Office.
9. 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. 20100122000022030, in the Probate Office of Shelby County, Alabama.

\$ 91,425.00 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.

Grantee herein shall be prohibited from conveying captioned property to a bonafide purchaser for value for a sales price of greater than \$149,880.00 for a period of 3 months from the date of this deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the principal amount of greater than \$149,880.00 for a period of 3 months from the date of this deed. These restrictions shall run with the land and are not personal to grantee.

This restriction shall terminate immediately upon conveyance at any foreclosure sale related to a mortgage or deed of trust.

TO HAVE AND TO HOLD Unto the said Grantees, their heirs and assigns, forever.



20100902000284390 2/2 \$45.50
Shelby Cnty Judge of Probate, AL
09/02/2010 02:03:17 PM FILED/CERT

IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 18th day of August, 2010.

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

By: _____

Its Attorney

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rebecca B. Redmond, 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, 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 August, 2010.



NOTARY PUBLIC

My Commission expires:

AFFIX SEAL

2010-001033

MY COMMISSION EXPIRES NOVEMBER 12, 2013

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