



20100915000301480 1/2 \$45.00
Shelby Cnty Judge of Probate, AL
09/15/2010 12:28:23 PM FILED/CERT

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

Send Tax Notice to:
Jeffrey S. Smitherman

291 Shoal CREEK CIRCLE
MONTEVALLO AL 35115

SPECIAL WARRANTY DEED

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Twenty-nine thousand nine hundred twenty-five and 00/100 Dollars (\$29,925.00) to the undersigned, Fannie Mae aka 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 Jeffrey S. Smitherman, (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 12 and 13 in Block 'K', according to Resurvey of Russell R. Hertz property, as recorded in Map Book 3, Page 119, 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 Grantee herein assume and agree to pay.
3. Easements, restrictions and setback lines as shown on recorded plat.
4. 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. 20091228000470190, in the Probate Office of Shelby County, Alabama.

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 \$35,910.00 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 \$35,910.00 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.






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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 9th day of September, 2010.

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

Deed Tax : \$30.00

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 Jeff G. Underwood, whose name as Attorney of Sirote & Permutt, P.C., as Attorney in Fact for Fannie Mae aka 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, 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 9th day of September, 2010.


NOTARY PUBLIC
My Commission expires:
AFFIX MY SEAL COMMISSION EXPIRES JANUARY 14, 2014

2010-001379

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