

This instrument was prepared by:
Michael T. Atchison, Attorney at Law, Inc.
101 West College
Columbiana, AL 35051

Send Tax Notice To: Joshua Dunnaway
P.O. Box 1643
Columbiana, AL 35051

Special Warranty Deed

STATE OF ALABAMA

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KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF SHELBY

That in consideration of Twenty Six Thousand Five Hundred dollars and Zero cents (\$26,500.00) to the undersigned grantor, M & F Bank f/k/a First National Bank of Shelby County a corporation (herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Joshua Dunnaway (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Subject to taxes for 2011 and subsequent years, easements, restrictions, rights of way, and permits of record.

\$26,500.00 of the above recited consideration was paid from a mortgage recorded simultaneously herewith.

The warranty of this conveyance is subject to all prior reservations and conveyances of all oil, gas, and other mineral rights, and to ad valorem taxes for the current year and all subsequent years. The ad valorem taxes for all years and periods after 2010 shall be and are the responsibility of the Grantee.

Further, the special warranty of this conveyance is subject to any re-assessments of the subject property as a result of improvements placed thereon or increase in assessed value for any reason. Grantee acknowledges that the Property is to be transferred by this Special Warranty Deed in an "as-is" condition with no warranties of any nature regarding the condition of the Property, its zoning or fitness for a particular purpose. Grantee acknowledges that Grantor has made no representation or warranty, either expressed or implied, regarding the condition or use of the Property, and Grantee has thoroughly inspected the Property and improvements thereon and is purchasing the same in an "as-is" condition. Grantee further acknowledges that Grantor completed foreclosure on the Property and as such makes no warranties as to title except a special warranty as to whatever title it may have obtained by virtue of the foreclosure subject to whatever defects or claims have been in existence at the time of the foreclosure. No survey has been provided by Grantor.

This conveyance is effective the day and year acknowledged herein and is subject to all protective covenants and restrictions, easements, rights-of-way, all prior reservations and conveyances of all oil, gas, and other mineral rights for which Grantees shall be responsible.

The Property conveyed herein is further subject to, and there is expressly excepted from the special warranty of this conveyance, those certain encumbrances and other matters set forth on EXHIBIT A.

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEE, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its, who is authorized to execute this conveyance, hereto set its signature and seal, this the 22nd day of November, 2010.

M & F Bank f/k/a First National Bank of
Shelby County

By:

Vaiden A. Clark
Vaiden A. Clark, Vice President

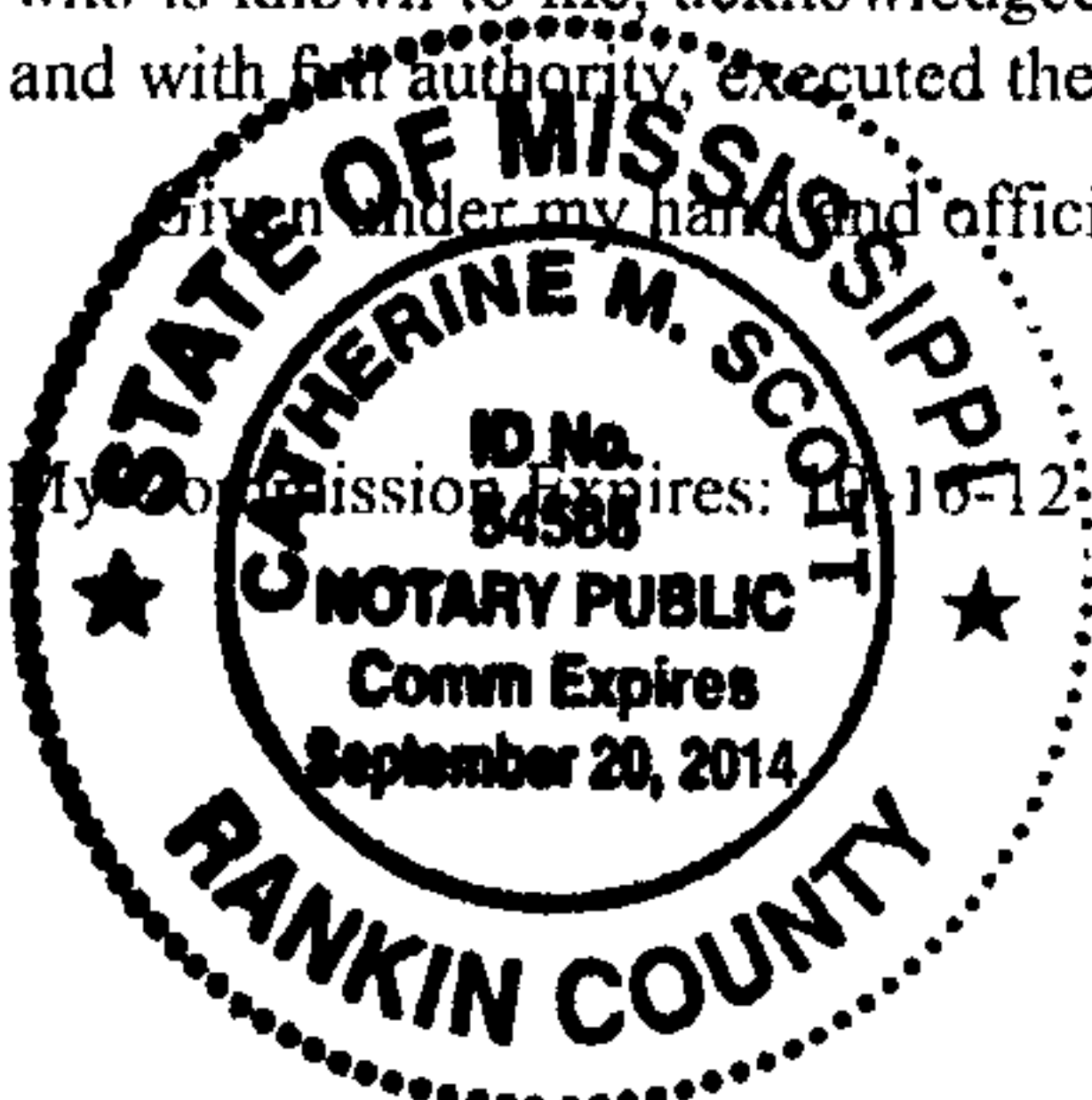
STATE OF Mississippi

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COUNTY OF Madison

I, the undersigned, a Notary Public in and for the said County, in said State, hereby certify that, Vaiden A. Clark whose name as Vice President of M & F Bank f/k/a First National Bank of Shelby County, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 22nd day of November, 2010.



Catherine M. Scott
Notary Public

20101130000400900 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
11/30/2010 03:38:01 PM FILED/CERT

EXHIBIT A

PARCEL I

A parcel of land situated in the NW 1/4 of NW 1/4 of Section 32, Township 21 South, Range 1 East, described as follows: Begin at a point where the South boundary of said 1/4-1/4 Section is intersected by the Southwesterly right of way line of County Road 28; thence run Westerly along the South boundary of said 1/4-1/4 Section a distance of 513 feet, more or less, to the Southwesterly corner of the Benita L. Lackey, Bruce A. Lackey and Jeff D. Falkner lot purchased from Hubert and Vonnice Dawson, which is the point of beginning of the lot herein described; thence continue Westerly along the South boundary of said 1/4-1/4 Section to the Southwest corner of said 1/4-1/4 Section; thence run North along the West boundary of said 1/4-1/4 Section to the Southwesterly right of way line of said County Road 28; thence run Southeasterly along said County Road 28 to the West boundary of the above mentioned Lackey and Falkner lot; thence run Southwesterly along the Westerly boundary of said Lackey and Falkner lot a distance of 365 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

PARCEL II

A parcel of land situated in the NW 1/4 of NW 1/4 of Section 32, Township 21, Range 1 East described as follows: Begin at a point where the South boundary of said 1/4-1/4 Section is intersected by the Southwesterly right of way line of County Road 28; thence run Westerly along the South boundary of said 1/4-1/4 Section a distance of 338 feet to the Southwesterly corner of the Billy Wayne Crenshaw and Linda Sue Crenshaw lot, being the point of beginning of the lot herein described and conveyed; thence continue along the South boundary of said 1/4-1/4 Section a distance of 175 feet to a point; thence run in Northeasterly direction a distance of 365 feet, more or less to a point on County Road 28, at a point on said road which is 165 feet from the Northernmost corner of said Crenshaw lot, measured along said road; thence run Southeasterly along the Southerly right of way line of said County Road a distance of 155 feet to the said Northernmost corner of said Crenshaw lot; thence run Southwesterly along the Westerly boundary of said Crenshaw lot a distance of 248 feet, more or less to the point of beginning; being situated in Shelby County, Alabama.



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