

20110120000021300 1/3 \$144.00
Shelby Cnty Judge of Probate, AL
01/20/2011 01:02:44 PM FILED/CERT

Send tax notice to:
Harold Lynn Ridgeway
and Sandra Tyler Ridgeway
123 El Camino Real
Chelsea, AL 35043

STATE OF ALABAMA }
COUNTY OF SHELBY }

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that “FANNIE MAE aka FEDERAL NATIONAL MORTGAGE ASSOCIATION, organized and existing under the laws of the United States of America”, by and through its Attorney-In-Fact, MCFADDEN, LYON & ROUSE, L.L.C., an Alabama Limited Liability Company, the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by HAROLD LYNN RIDGEWAY & SANDRA TYLER RIDGEWAY, the Grantees, during their joint lives and upon the death of either of them, then to the survivor of them, and to the heirs and assigns of such survivor, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantees, subject to the provisions hereinafter contained, all that real property in the County of Shelby, State of Alabama, described as follows:

Lot 325, according to the survey of Forest Parks – 3rd Sector, as recorded in Map Book 22, Page 151, and instrument No. 1997-25447, in the Probate Office of Shelby County, Alabama;

Situated in Shelby County, Alabama

This being that same property conveyed to Federal National Mortgage Association by deed dated 12-7-09 and filed 3-15-10 in Instrument 20100315000074510.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to Grantees only the interest Grantor owns therein, if any.

\$126,000.00 consideration paid in cash.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantees, during their joint lives and upon the death of either of them, then to the survivor of them, in fee simple, and to the heirs and assigns of such survivor, FOREVER.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Restrictive covenants, easements, building setback lines, rights of way, prior mineral reservations and notes or restrictions as shown on recorded plat of subdivision, if any, applicable to said property of record in the said Probate Court records.

State of facts as shown on subdivision plat recorded in Plat Book 22, Page 151.

Prior reservation or conveyance, together with release of damages if minerals of every kind and character, including but limited to, oil, gas, sand and gravel in, on and under subject property.

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State of Alabama
Deed Tax: \$126.00

Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 22, Page 151 and Instrument No. 1997-25447.

10' easement rear as shown on recorded Map Book 22, Page 151.

Easement to Alabama Power Company as recorded in Volume 236, Page 829.

Right of way to Alabama Power Company as recorded in Volume 139, Page 127, Volume 133, Page 210, Volume 126, Pages 191-192; Volume 126, Page 323 and Volume 124, Page 519.

Covenants, conditions and restrictions as set forth in the document recorded in Instrument 1997-25448 in the Probate Office of Shelby County, Alabama.

Restrictions to Shelby County Health Department regarding a septic system recorded in Instrument 1997-25449 and Instrument 1998-23896.

Easement to Alabama Power Company as recorded in Instrument 1999-12052.

Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 53, Page 262.

Grantee herein shall be prohibited from conveying captioned property for a sales price of greater than \$151,200.00 for a period of 3 month(s) 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 \$151,200.00 for a period of 3 month(s) 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.


Grantees accept this conveyance with full knowledge of the condition of the improvements

located on said property, which property is accepted by grantee in its "AS IS" CONDITION


WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this the

4th day of January 2011.


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FANNIE MAE, aka FEDERAL
NATIONAL MORTGAGE ASSOCIATION,

By: 
MCFADDEN, LYON & ROUSE, L.L.C.

As its Attorney-in-Fact

By: 
BETH MCFADDEN ROUSE

Its: Member

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned Notary Public in and for said State and County, hereby certify that BETH MCFADDEN ROUSE, whose name as Member of MCFADDEN, LYON & ROUSE, L.L.C., an Alabama Limited Liability Company, whose name as Attorney-In-Fact for FEDERAL NATIONAL MORTGAGE ASSOCIATION A/K/A FANNIE MAE, 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, in her capacity as Member of **MCFADDEN, LYON & ROUSE, L.L.C.**, in its capacity as such Attorney-In-Fact, executed the same voluntarily for and as the act of said Company on the day the same bears date.

Given under my hand and notarial seal on this the 4th day of January, 2011.



Notary Public, State of Alabama at Large

My Commission Expires: 8/13/11 {SEAL}

The Grantee's address is:

This instrument was prepared by:


Beth McFadden Rouse

MCFADDEN, LYON & ROUSE, L.L.C.

718 Downtowner Boulevard

Mobile, Alabama 36609

(251)342-9172


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