



20110411000111760 1/2 \$43.00
Shelby Cnty Judge of Probate, AL
04/11/2011 02:09:03 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:

James Sisson
Deborah Sisson
923 Deblyn Circle
Moody, AL 35004

SPECIAL WARRANTY DEED

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of One hundred forty thousand and 00/100 Dollars (\$140,000.00) 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 Grantees herein, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto James Sisson, and Deborah Sisson, (herein referred to as Grantees) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 11, according to the amended map of Chesser Plantation, Phase 1, Sector 1 as recorded in Map Book 31, Page 21 A & B 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. Restrictions appearing of record in Inst. No. 2002-46358; Inst. No. 2004-32269 and Inst. No. 2004-36746.
4. The non-exclusive easement to use the Common Areas as more particularly described in The Chesser Plantation Declaration of Covenants, Conditions and restrictions recorded as Inst. No. 2002030600010788 in the Probate Office of Shelby County, Alabama (together with all amendments hereto is hereinafter collectively referred to as the "Declaration." Restrictions as shown on recorded plat.

\$ 112,000.00 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 \$168,000.00 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 \$168,000.00 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.



Shelby County, AL 04/11/2011
State of Alabama
Deed Tax: \$28.00

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, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy thereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 10th day of March, 2011.

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 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 10th day of March, 2011.


NOTARY PUBLIC

My Commission expires:

AFFIX SEAL

MY COMMISSION EXPIRES JANUARY 14, 2014

2010-001228

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