

20110608000168510 1/4 \$66.00  
Shelby Cnty Judge of Probate, AL  
06/08/2011 11:15:18 AM FILED/CERT

Send tax notice to:

JAMES & SHARI ACKERMAN  
*3656 Cedar Creek Circle*  
*Trussville AL 35173*

This instrument prepared by:  
CHARLES D. STEWART, JR.  
Executive Real Estate Group, LLC  
4898 Valleydale Road, Suite A-2  
Birmingham, Alabama 35242

STATE OF ALABAMA  
SHELBY COUNTY

2011180

**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of Forty Five Thousand and 00/100 Dollars (\$45,000) in hand paid to the undersigned, RBC BANK (USA) (hereinafter referred to as "Grantor") by JAMES ACKERMAN and SHARI ACKERMAN (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey as Joint Tenants with Rights of Survivorship unto Grantees, the following described real estate situated in SHELBY County, Alabama, to-wit:

LOT 1024, ACCORDING TO THE FINAL PLAT OF GLENGERRY AT BALLANTRAE PHASE 2, AS RECORDED IN MAP BOOK 38, PAGE 118, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS", "WHERE IS", AND WITH ALL FAULTS AND GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE PROPERTY (WITH THE EXCEPTION OF THE LIMITED WARRANTY OF TITLE CONTAINED HEREIN), THE AVAILABILITY OF UTILITIES, ACCESS OF THE PROPERTY TO PUBLIC ROADS, APPLIANCES OR THE CONDITION, ADEQUACY OR SUITABILITY OF THE PROPERTY FOR ANY PURPOSES. GRANTEE AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF THE GRANTOR OR ANY AGENT, EMPLOYEE OR REPRESENTATIVE OF GRANTOR (WITH THE EXCEPTION OF THE LIMITED WARRANTY OF TITLE CONTAINED HEREIN) AND THAT GRANTEE IS BUYING THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS AND GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE PROPERTY (WITH THE EXCEPTION**

Shelby County, AL 06/08/2011  
State of Alabama  
Deed Tax: \$45.00

OF THE WARRANTY OF TITLE CONTAINED HEREIN), INCLUDING BUT NOT LIMITED TO, MATERIAL, WORKMANSHIP, GOOD AND WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS; AND GRANTOR HEREBY DISCLAIMS ANY SUCH WARRANTY (EXCEPT THE WARRANTY OF TITLE CONTAINED HEREIN). GRANTEE HAS DETERMINED ON GRANTEE'S BEHALF (1) THE PHYSICAL CONDITION OF THE PROPERTY AND THAT THERE IS NO DEFECT OR CONDITION WHICH IS UNACCEPTABLE TO GRANTEE, (2) WHETHER ANY PORTION OF THE PROPERTY LIES IN ANY FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD AREA, (3) WHETHER ANY GEOLOGICAL FAULT OR UNSATISFACTORY SOIL CONDITION EXISTS ON ANY PORTION OF THE PROPERTY, AND (4) THAT ALL ENVIRONMENTAL CONDITIONS IN RELATION TO THE PROPERTY ARE ACCEPTABLE TO GRANTEE.

SUBJECT TO:

1. ADVALOREM TAXES DUE OCTOBER 01, 2011 AND THEREAFTER.
2. BUILDING AND SETBACK LINES, RESTRICTIONS, COVENANTS AND CONDITIONS OF RECORD.
3. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL IMPOSED BY LAW AND NOT SHOWN BY PUBLIC RECORD.
4. MUNICIPAL IMPROVEMENTS, TAXES, ASSESSMENTS AND FIRE DISTRICT DUES AGAINST SUBJECT PROPERTY, IF ANY,
5. 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, TOGETHER WITH ANY RELEASE OF LIABILITY FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY AS A RESULT OF THE EXERCISE OF SUCH RIGHTS.
6. SUCH STATE OF FACTS AS SHOWN ON THE FINAL PLAT OF GLENGERRY AT BALLANTRAE PHASE 2, AS RECORDED IN MAP BOOK 38, PAGE 118, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
7. COVENANTS RELEASING PREDECESSOR IN TITLE FROM ANY LIABILITY ARISING 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.
8. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THE DOCUMENT RECORDED IN INSTRUMENT NO. 200706190000287670 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



9. RESTRICTIVE COVENANTS AND GRANT OF LAND EASEMENT O ALABAMA POWER COMPANY AS SRECORDED IN INSTRUMENT NO. 20071114000522090, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
10. ALL OUTSTANDING RIGHTS OF REDEMPTION IN FAVOR OF ALL PERSONS AND ENTITIES ENTITLED TO REDEEM THE PROPERTY FROM THAT CERTAIN MORTGAGE FORECLOSURE SALE EVIDENCED BY MORTGAGE FORECLOSURE DEED TO RBC BANK (USA) DATED 8/4/2010 AND RECORDED ON 8/11/2010 IN INSTRUMENT NO. 20100811000257000 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SUBJECT PROPERTY DID NOT CONSTRITUTE THE HOMESTEAD OF GRANTOR.**

**SUBJECT PROPERTY IS VACANT LAND.**

**\$ -0- OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.**

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever. The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; 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 Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

Grantor makes no warranty or covenant respecting the nature of the quality of title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 24<sup>th</sup> day of MAY, 2011.

RBC BANK (USA)

BY:  
ITS:

Winston Pickens  
Vice President

20110608000168510 4/4 \$66.00  
Shelby Cnty Judge of Probate, AL  
06/08/2011 11:15:18 AM FILED/CERT

STATE OF Texas

COUNTY OF Harris

I, Maryanna Rojas a Notary Public, in and for said County in said State, hereby certify that Winston Pickens, whose name as vice president of RBC BANK (USA), 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 or she, 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 24 day of MAY, 2011.

Maryanna Rojas  
Notary Public  
Print Name: Maryanna Rojas  
Commission Expires: 4/4/15

