

Shelby Cnty Judge of Probate, AL 10/07/2011 02:56:02 PM FILED/CERT

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

Shelby County, AL 10/07/2011 State of Alabama Deed Tax: \$22.00

> Send Tax Notice to: David Culotta

122 St. Charles Drive Helena, AL 35080

SPECIAL WARRANTY DEED

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Eighty-seven thousand and 00/100 Dollars (\$87,000.00) to the undersigned, Fannie Mae a/k/a 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 David Culotta, (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 20, according to the Survey of Magnolia Park, St. Charles Place, Phase Three, Sector One, as recorded in Map Book 21, Page 4, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to:

- Any item disclosed on that certain policy of title insurance obtained in connection with this transaction.
- Ad valorem Taxes for the current tax year, which Grantee herein assume and agree to pay.
- Restrictions appearing of record in Inst. No. 1996-10740. Restrictions as shown on recorded plat.

\$ 65,250.00 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 \$104,400.00 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 \$104,400.00 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.





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 29th day of September, 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 a/k/a 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 29th day of September, 2011.

Mellin Mithician Duris NOTARY PUBLIC

My Commission expires:

AFFIX SEAL

WIY COMMISSION EXPIRES JANUARY 14, 2014

2011-000269

A1017PV

20111007000299620 2/2 \$37.00 Shalbura

Shelby Cnty Judge of Probate, AL 10/07/2011 02:56:02 PM FILED/CERT