

Consideration \$175,000.00

\$139,000.00 of the above
consideration is paid by
a Purchase Money Mortgage
filed simultaneously herewith.

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 CARLOS GONZALEZ AND ENGLISH GONZALEZ, 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 99, ACCORDING TO THE SURVEY OF AMENDED FINAL RECORD PLAT OF NARROWS PEAK SECTOR, AS RECORDED IN MAP BOOK 31, PAGE 125 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA,

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.

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 theirs 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.

Restrictions appearing of record in Ins. No. 2000-9755 and amended in Inst. No. 2002-42418

Restrictive Covenants and Grant of Land Easements in favor of Alabama Power Company as recorded in Inst. No. 2004-50637.

Right(s) of way to Alabama Gas Corporation as recorded in Inst. No. 2000-1818.

Assignment of Developers Rights and Obligations as set forth in Inst. No. 2000-40514


Declaration of Covenants, Conditions and Restrictions dated March 27, 2000 has heretofore been duly executed and recorded as Inst. No. 2000-09755 in the Probate Office of Shelby County, Alabama, has been amended by the First Amendment thereto dated May 24, 2000 and recorded as Inst. No. 2000-17136 in said Probate Office, and further amended by the Second Amendment thereto dated October 16, 2000 and recorded as Inst. No. 2000-36696 in said Probate Office and amended by the Third Amendment thereto dated August 29, 2001 and recorded as Inst. No. 2000-38328 in said Probate Office, and amended by the Fourth Amendment thereto dated August 27, 2002 and recorded as Inst No. 20020905000424180 in said Probate Office, and amended by the Fifth Amendment thereto dated October 1, 2002 and recorded as Inst. No. 20021017000508250 in said Probate Office, and amended by the Sixth Amendment thereto dated July 11, 2003 and recorded as Inst No. 20030716000450980 in Probate Office, and amended by the Seventh Amendment thereto dated August 26, 2005 and recorded as Inst No. 20050831000450840 in said Probate Office, and amended by the Eight Amendment thereto dated October 25, 2005 and recorded as Inst No. 20061031000537350 in said Probate Office (collectively, the "Declaration"); and further amended by the Ninth Amendment thereto dated December 11, 2006 and recorded in Inst. No. 20061211000599540

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.

All outstanding rights of redemption in favor of all persons entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed dated the 1st day of June 2011, and recorded in Inst No. 20110624000184550, in the Probate Office of Shelby County, Alabama, of that certain mortgage executed by David C. Dow to Mortgage Electronic Registration Systems, Inc, as nominee for Countrywide Bank, FSB, recorded in Inst No. 20080407000138960 and transferred to BAC Home Loans Servicing, LP by instrument recorded in Instrument recorded in Inst No. 20110412000112370, under and in accordance with the laws of the State of Alabama or the United States of America.

Grantee herein shall be prohibited from conveying captioned property for a sales price of Greater than \$210,000.00, for a period (3) months from this date of this deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the principal amount of greater than \$ 210,000.00, for a period of (3) months from the date of the 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.


20111025000318170 2/3 \$54.00
Shelby Cnty Judge of Probate, AL
10/25/2011 09:22:38 AM FILED/CERT

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed
on this the 20th day of October, 2011.

**FANNIE MAE, aka FEDERAL
NATIONAL MORTGAGE ASSOCIATION,**

By: [Signature]
MCFADDEN, LYON & ROUSE, L.L.C.
As its Attorney-in-Fact

By: [Signature]
William S. McFadden
Its: Member

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned Notary Public in and for said State and County, hereby certify that William S. McFadden, 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, he, in his 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 20th day of October, 2011.

Carol L. Kent
Notary Public, State of Alabama at Large
My Commission Expires: 3/30/13 {SEAL}

The Grantee's address is:
618 Conroy Lane

Sterrett, Alabama 35147

This instrument was prepared by:

William S. McFadden, Attorney
MCFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609
(251)342-9172



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