

This Document prepared by: David A. Bedgood Bedgood Law Firm, LLC 160 Yeager Parkway, Suite 105 Pelham, Alabama 35124 205-663-9777 205-663-4333 fax <a href="mailto:david@bedgoodlaw.com">david@bedgoodlaw.com</a>	Send tax notice to: Melissa Rogers 3313 Burning Tree Drive Birmingham, AL 35226  File # DAB 11-459
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THE STATE OF ALABAMA       )  
COUNTY OF SHELBY         )



20120103000002880 1/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
01/03/2012 02:20:52 PM FILED/CERT

CORRECTIVE  
SPECIAL WARRANTY DEED  
(TO CORRECT PAGE NUMBER IN LEGAL DESCRIPTION)

KNOW ALL MEN BY THESE PRESENTS, New York Community Bank, 1801 East Ninth Street, Cleveland, OH 44114, for and in consideration of Seventy-six thousand nine hundred and no/100 dollars (\$76,900.00) and other good and valuable consideration received from Melissa Rogers, (the "Grantee") and to Grantee's heirs and assigns does GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, the Grantee's heirs, successors and assigns, the real property located in Shelby County and State of Alabama, and more particularly described as follows:

**Lot 22, according to the Survey of the Village at Stonehaven, Phase 1, as recorded in Map Book 25 page 119, in the office of the Judge of Probate of Shelby County, Alabama.**

**Address: 503 Walker Road, Pelham, Alabama 35124**

**Parcel ID Number: 13-6-23-4-008-022.000**

**Source of Title: Instrument #20110228000065950**

**Subject to:**

- 1 (a) Taxes or special assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;(b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2 Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

- 3 Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4 Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5 Any mineral or mineral rights leased, granted or retained by current or prior owners .
- 6 Taxes and assessments for the year 2012 and subsequent years, not yet due and payable.
- 7 Covenants and restrictions recorded in Instrument # 1999-26190.
- 8 Restrictions as shown on recorded plat.
- 9 Covenant for Storm Water Runoff Control as recorded in Instrument # 1999-26958.
- 10 Statutory right of redemption of James M. Barnett and Michele L. Barnett and all other parties lawfully entitled thereto pursuant to Title 6-5-247, et seq., Code of Alabama, 1975, and amendments thereto which right of redemption arises from foreclosure of the mortgage from James M. Barnett and Michele L. Barnett to MERS as nominee for Freeland, Flinders & Associates, LLC, dated June 22, 2005, and recorded in instrument # 20050701000329060. Said foreclosure being held January 28, 2011 as evidenced by Foreclosure Deed dated January 28, 2011, Foreclosure Deed in the amount of \$93,538.33, and recorded in 20110228000065950. The company does not attempt to set out the names of all parties entitled to redeem and by accepting this commitment and any policy issued pursuant thereto, the insured releases the company and its agents of any such duty or obligations.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, the Grantee's heirs, successors and assigns forever.

And the Grantor covenants with the Grantee that Grantor is well seized of the above described premises, has a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written, and represents and warrants that the same are free from all liens, claims and encumbrances created by or through Grantor, except for real estate taxes and assessments, general and special, which are a lien but not yet due and payable, and any and all other liens, claims and encumbrances created by or through Grantor, and that Grantor will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, their heirs, successors and assigns, against all lawful claims and demands made by any person claiming by or through Grantor, except as aforesaid.





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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name, by its undersigned officer, on this the 27<sup>th</sup> day of December 2011.

Signed in the presence of

New York Community Bank

Jaime Vento  
Jaime Vento

Renee L. Thatcher  
By: Renee L. Thatcher  
Real Estate Asset Specialist  
New York Community Bank

THE STATE OF OHIO                    )  
COUNTY OF CUYAHOGA            )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Renee L. Thatcher, whose name as Real Estate Asset Specialist of New York Community Bank, 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/she as said Real Estate Asset Specialist, with full authority, executed the same voluntarily for and as the act of said New York Community Bank.

Given under my hand and seal this 27<sup>th</sup> day of December, 2011.

SEAL

Kathleen Shelton  
Notary Public  
My Commission Expires: 7/23/14



KATHLEEN SHELTON  
Notary Public, State of Ohio  
My Commission Expires  
July 23, 2014