\$50.00°

STATE OF ALABAMA }
COUNTY OF SHELBY }

## 20120501000149910 1/3 \$68.00 Shelby Cnty Judge of Probate, AL 05/01/2012 11:20:38 AM FILED/CERT

## 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 LARRY W. OWEN and NATHAN SCOTT OWEN, the Grantees, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Shelby, State of Alabama, described as follows:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 1 EAST, AND RUN IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID SECTION FOR 1292.92 FEET TO A POINT; THENCE TURN 90 DEGREES 46 MINUTES 14 SECONDS TO THE RIGHT AND RUN IN A WESTERLY DIRECTION FOR 2015.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST STATED COURSE FOR 208.7 FEET TO A POINT; THENCE TURN 90 DEGREES TO THE LEFT AND RUN IN AN SOUTHERLY DIRECTION FOR 208.7 FEET TO A POINT; THENCE TURN 90 DEGREES TO THE LEFT AND RUN IN AN EASTERLY DIRECTION FOR 208.7 FEET TO A POINT; THENCE TURN 90 DEGREES TO THE LEFT AND RUN IN A NORTHERLY DIRECTION FOR 208.7 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A NON-EXCLUSIVE 30 FOOT EASEMENT ALONG NORTH SIDE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ SECTION 5, BETWEEN THE ABOVE DESCRIBED PROPERTY AND PAVED SHELBY COUNTY HIGHWAY NO. 61.

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, their heirs and assigns, 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.

All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

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 July 18, 2011 and recorded on July 22, 2011 at 02:26:00 PM in Instrument #20110722000214410 in the Probate Office of Shelby County, Alabama, 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 \$60,000.00, 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 \$60,000.00, 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 grantees in its "AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this the

May of Coil, 2012.

FANNIE MAE, aka FEDERAL NATIONAL MORTGAGE ASSOCIATION,

By: MCFADDEN, LYON & ROUSE, L.L.C.

As its Attorney-in-Fact

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.

By:

Given under my hand and notarial seal on this the 21 day of \_\_\_\_\_\_\_, 2012.

Notary Public, State of Alabama at Large

My Commission Expires: 9-1-2015

20120501000149910 2/3 \$68.00 Shelby Cnty Judge of Probate, AL 05/01/2012 11:20:38 AM FILED/CERT The Grantee's address is:

Lary W. Owen

120. Box 257 14 aprisv 11e, Ala 35078

This instrument was prepared by:

William S. McFadden, Esq.
McFadden, Lyon & Rouse, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609
(251)342-9172

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Shelby County, AL 05/01/2012 State of Alabama Deed Tax:\$50.00