

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

Send Tax Notice to:
Christopher A. Gilliam
Kerri R. Gilliam
158 Bonnieville Drive
Calera, AL 35040

## SPECIAL WARRANTY DEED

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Fifty-six thousand five hundred and 00/100 Dollars (\$56,500.00) 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 Grantees herein, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Christopher A. Gilliam, and Kerri R. Gilliam, (herein referred to as Grantees) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 5, according to the Survey of Willow Cove, Phase 1, as recorded in Map Book 23, Page 75, in the Office of Judge of Probate of Shelby County, Alabama.

## Subject to:

- 1. Any item disclosed on that certain policy of title insurance obtained in connection with this transaction.
- 2. Ad valorem Taxes for the current tax year, which Grantees herein assume and agree to pay.
- Easement/right-of-way to Alabama Power Company as recorded in Real 94, Page 77; Deed Book 129, Page 359; Deed Book 129, Page 448; and Deed Book 130, Page 971.
- 4. Restrictive covenant as recorded in Instrument Number 1999-3993.
- 5. Mineral and mining rights excepted in Instrument Number 1997-42306
- 6. Restrictions as shown on recorded plat.
- 7. 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 recorded in Instrument No. 20120504000157220, in the Probate Office of Shelby County, Alabama.

\$ 42,375.00 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 \$67,800.00 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 \$67,800.00 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 Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy thereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 27th day of June, 2012.

Fannie Mae aka Federal National Mortgage Association By and through Sirote & Permutt P.C., as Attorney in Fact

Its Attorn

## 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 27th day of June, 2012.

200 May Charles NOTARY PUBLIC

My Commission expires:

AFFIX SEAL

MY COMMISSION EXPIRES JANUARY 14, 2014

2012-001412

A120PZM

Shelby Cnty Judge of Probate, AL 07/06/2012 08:00:42 AM FILED/CERT

Shelby County, AL 07/06/2012 State of Alabama

Deed Tax: \$14.50