

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

Send Tax Notice to:  
PJS II Properties, LLC

908 Timberline Circle  
Calera AL 35040

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Seventy-five thousand two hundred and 00/100 Dollars (\$75,200.00) to the undersigned, Fannie Mae aka 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 PJS II Properties, LLC, (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 119, According to the survey of Rossburg Townhouses, as recorded in map Book 36, Page 18, in the Probate Office of Shelby County, Alabama. Situated in 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 Grantee herein assume and agree to pay.
3. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights.
4. 35' building line along Rossburg Place, 8' easement along Rossburg Place and 15' storm easement along rear lot line as shown on recorded Map Book 36, Page 18.
5. Retention Pond along rear of subject property as shown on Map Book 36, Page 18, in said Probate Office.
6. Easement(s) as shown by per plat recorded in Map Book 36, Page 18, in said Probate Office.
7. Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Map Book 36, Page 18, Instrument Number 200509290005013800 and Amendment to Restrictions recorded Instrument Number 20060706000324650, in the Probate Office of Shelby County, Alabama.
8. Easement(s) to South Central Bell as shown by instrument recorded in Deed Book 204, Page 581, in the Probate Office.
9. Rights of adjoining owners of party wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, in building situated on said lots, such rights include but are not limited roof, foundation, party walls, walkways and entrance, together with all liability for maintenance, repair and damage with common use entails.
10. Right(s) of Way(s) granted to Alabama Power Company as shown by instrument(s) recorded in Volume 220, page 46, Volume 103, Page 171 and Volume 294, Page 581, in the Probate Office of Shelby County, Alabama.
11. Easement(s) to Alabama Power Company as shown by Instrument recorded in Instrument No. 205003000393900, in the Probate Office of Shelby County, Alabama.
12. Restrictions as shown on recorded plat.
13. Variance of set back one recorded in Instrument No. 20060918000462130.

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 \$90,240.00 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 \$90,240.00 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 18th day of July, 2012.

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 aka 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 18th day of July, 2012.

Patricia Bittle Leblanc  
NOTARY PUBLIC  
My Commission expires:  
AFFIX SEAL

2012-000506

MY COMMISSION EXPIRES NOVEMBER 12, 2013

A12057D