

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

Send Tax Notice to:  
Pierce Adam George  
Deedra M. George  
148 Chestnut Ln  
Helena AL 35080

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Two Hundred Twenty-Three Thousand Two Hundred Twelve And 00/100 Dollars (\$223,212.00) to the undersigned, Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP, a corporation, (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 Pierce Adam George, and Deedra M. George, (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 21, according to the survey of Chestnut Glen - Phase Two, as recorded in Map Book 13, Page 17 in the Probate Office of Shelby County, Alabama; being 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 Grantees herein assume and agree to pay.
3. Easement/right-of-way to Alabama Power Company as recorded in Real 224, Page 191 and Real 224, Page 199.
4. Restrictive covenant as recorded in Real 221, Page 550 and Real 221, Page 500.
5. Mineral and mining rights as recorded in Instrument Number 1993-36011. Restrictions as shown on recorded plat.
6. 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 Number 20121228000497670, in the Probate Office of Shelby County, Alabama.

\$ 212,050.00 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.

TO HAVE AND TO HOLD Unto the said Grantees, their heirs and assigns, forever.



  
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IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 20 day of March, 2013.

Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP

By: \_\_\_\_\_

Its CHRISTA MCCLURE, ASST VICE PRESIDENT

STATE OF TEXAS

COUNTY OF COLLIN

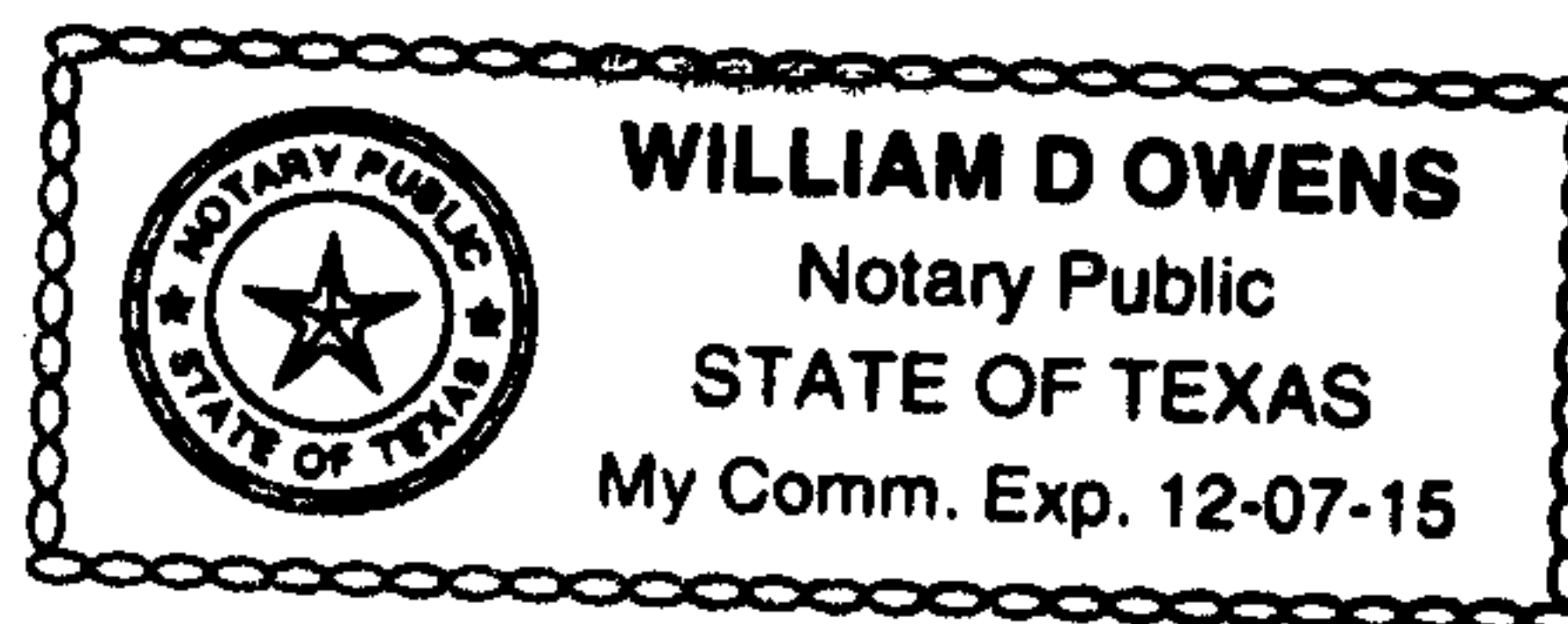
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHRISTA MCCLURE, whose name as ASST VICE PRESIDENT of Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand and official seal, this the 20 day of March, 2013.



NOTARY PUBLIC WILLIAM D OWENS  
My Commission expires: 12/7/2015  
AFFIX SEAL

2012-003613



  
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**AFFIDAVIT OF EXEMPTION FROM  
WITHHOLDING TAX ON SALE OF REAL PROPERTY BY  
NONRESIDENTS AS REQUIRED BY CODE OF ALABAMA (1975)  
SECTION 40-18-86**

Before me, the undersigned authority, on this day personally appeared CHRISTA MCCLURE, as AVP of Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP, a corporation, ("Seller"), personally known by me to be the person/s whose name/s are subscribed hereto, who being by me first duly sworn, on their oath/s stated the following to be true and correct::

Seller is the vested owner of the following described real property located in Shelby County, State of Alabama (the "Real Property"):

Lot 21, according to the survey of Chestnut Glen - Phase Two, as recorded in Map Book 13, Page 17 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Seller or this transaction is exempt from Code of Alabama (1975) §40-18-86 which requires the withholding of income tax on the sale or transfer of the Real Property.

ONE OR MORE OF THE FOLLOWING EXEMPTIONS APPLY:

- |                              |   |
|------------------------------|---|
| <u>                    </u>  | Seller is Federal National Mortgage Association (Fannie Mae);           |
| <u>                    </u>  | Seller is Federal Home Loan Mortgage Corporation (Freddie Mac);         |
| <u>                    </u>  | Seller is an Agency of the United States of America;                    |
| <u>                    </u>  | Seller is The Government National Mortgage Association (Ginnie Mae); or |
| <u>          X          </u> | The purchase price of the property is less than \$300,000.              |
| <u>                    </u>  | The sale of the Real Property did not result in a gain to the Seller.   |
| <u>                    </u>  | Seller is a private mortgage insurance company.                         |



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Seller hereby agrees to indemnify and hold harmless the title company, its approved title agent, the closing attorney, and the Buyer from any loss, liability, costs, expenses, taxes due, penalties, interest and attorneys' fees, including attorneys' fees to enforce this agreement, due to any errors, untruthful statements or inconsistencies contained within this Affidavit.

Bank of America, N.A. successor by merger to BAC Home  
Loans Servicing, LP fka Countrywide Home Loans Servicing,  
LP

By: \_\_\_\_\_

Date: 03/20/2013 Its CHRISTA MCCLURE, AVP

State of TEXAS

County of COLLIN

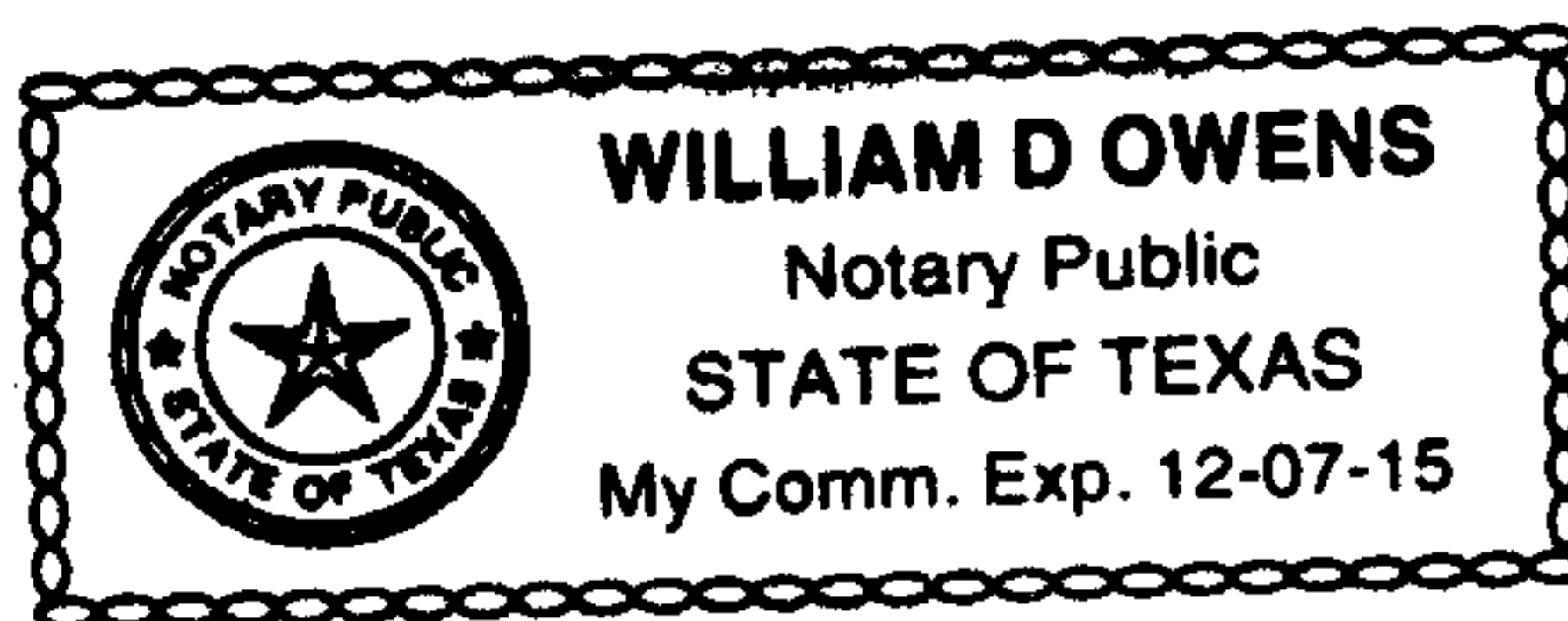
SWORN TO AND SUBSCRIBED BEFORE ME by CHRISTA MCCLURE, AVP,  
on this 20 day of MARCH, 2013, to which witness my hand and seal of  
office.

\_\_\_\_\_  
Notary Public, State of TEXAS

WILLIAM D OWENS  
Printed name of Notary

My Commission Expires: 12/7/2015

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OWNER'S AFFIDAVIT AND CERTIFICATE  
OF DOMESTIC STATUS


STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, a notary public, on this day personally appeared CHRISTA MCCLURE, who being first duly sworn, deposes and says that to the undersigned's best knowledge, which knowledge is based solely upon the undersigned's review of the appropriate business and property records prepared by or provided to Bank of America, N.A., a national association ("BANA"):

1. I am the ASST VICE PRESIDENT of Bank of America, N.A., a national association.
2. This Affidavit is made for the purpose of inducing FIDELITY NATIONAL TITLE INSURANCE ("Title Company") to insure title to the Property described below in connection with a sale ("Sale") of such Property by or at the direction of BANA.
3. BANA is the owner of that certain real property described as follows (the "Property").

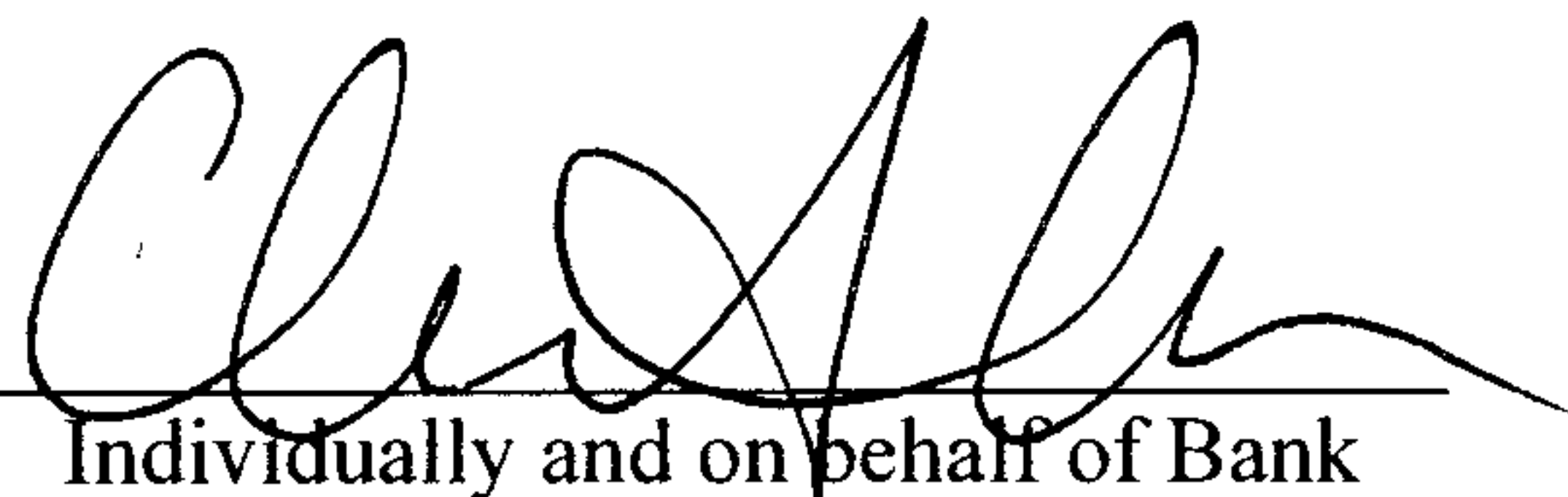
**[SEE ATTACHED EXHIBIT A - LEGAL DESCRIPTION]**

4. No unrecorded agreements have been entered into with respect to the Property by or at the direction of BANA, no material has been furnished by or at the direction of BANA to the Property, and no labor has been performed by or at the direction of BANA to the Property, for which payment will not be made in a timely manner. BANA hereby agrees to indemnify and hold the Title Company harmless from and will pay any and all loss, costs or damages, including reasonable attorney's fees which the Title Company may incur or become liable for under its commitment or policy of title insurance insuring the Property Sale as a direct result of: (i) the Title Company's reliance on the truth of the statements made in this Paragraph 4, (ii) the filing of a lien against the Property by any contractor or materialman who supplied labor or materials to the Property at the direction of BANA, (iii) the filing of a Federal or State tax lien against BANA during the period of BANA's ownership of the Property that encumbers title to the Property, or (iv) a judgment or claim against BANA that encumbers title to the Property during the period of BANA's ownership of the Property.

  
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5. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by BANA, the undersigned hereby certifies the following on behalf of BANA: BANA is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); BANA is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); BANA's U.S. employer identification number is 94-1687665 ; and BANA's office address is 400 National Way, Simi Valley, CA 93065. BANA understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of BANA.


By:   
Individually and on behalf of Bank  
of America, N.A.

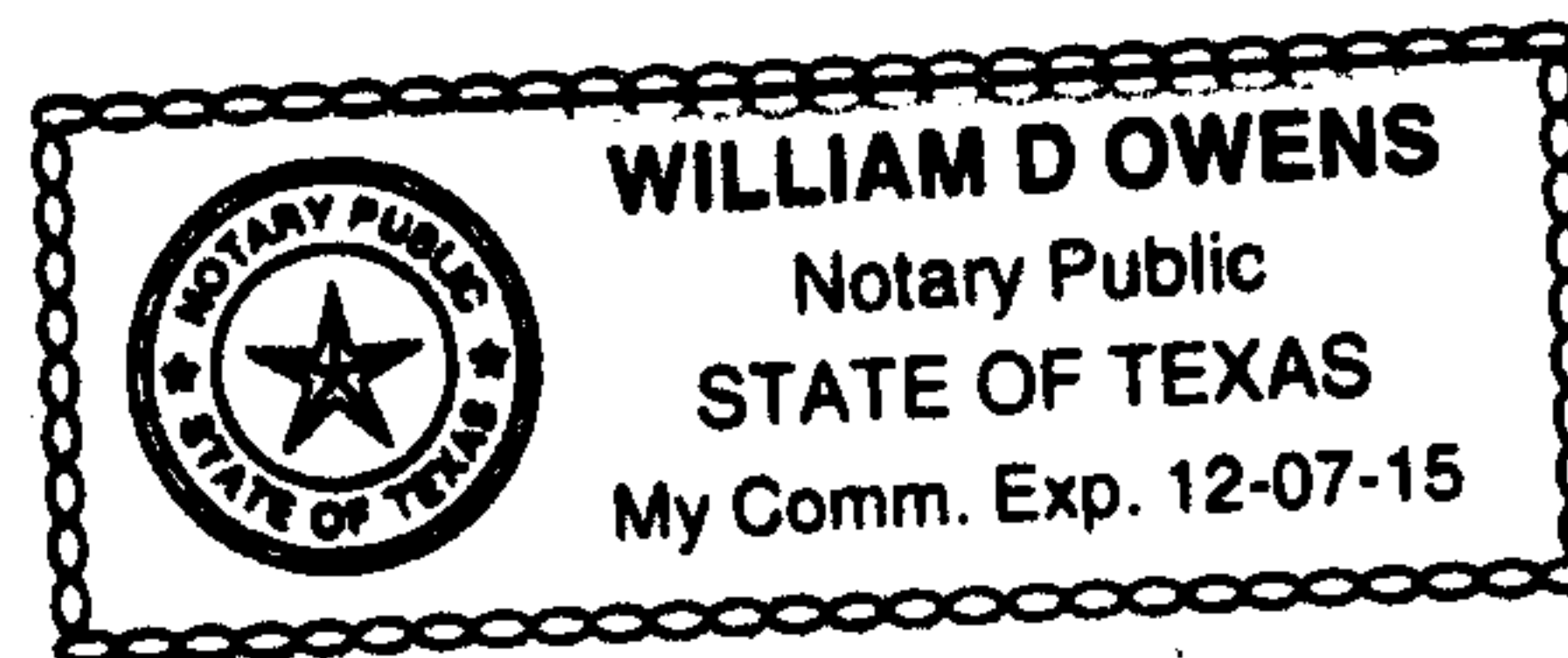
Print Name: CHRISTA MCCLURE  
ASST VICE PRESIDENT


State of Texas     )  
County of Collin    )

Sworn to and subscribed before me on the 20 day of MARCH, 2013, by  
CHRISTA MCCLURE, AVP

(Notarial Seal)

  
Notary Public WILLIAM D OWENS  
EXP: 12/07/2015



  
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*Fidelity National Title Insurance Company*  
EXHIBIT A

Agent's File No: 2012-003613

LEGAL DESCRIPTION:

Lot 21, according to the survey of Chestnut Glen - Phase Two, as recorded in Map Book 13, Page 17 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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Shelby County, AL 04/02/2013  
State of Alabama  
Deed Tax: \$11.50



# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Bank of America  
Mailing Address 2375 N Glenville Dr  
Richardson TX  
75082

Grantee's Name Pierce Adam George  
Mailing Address Deodor M George  
148 Chestnut Ln  
Helen AL 35080

Property Address 148 Chestnut Ln  
Helen AL  
35080

Date of Sale 3/28/13  
Total Purchase Price \$ 223,212.00

or  
Actual Value \$ \_\_\_\_\_

or  
Assessor's Market Value \$ \_\_\_\_\_



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The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal  
☐ Sales Contract ☐ Other  
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date \_\_\_\_\_

Print Pierce Adam George

☐ Unattested \_\_\_\_\_

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1