

STATE OF ALABAMA        }  
COUNTY OF SHELBY        }

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 **Sixty-Seven Thousand Six Hundred and 00/100 Dollars (\$67,600.00)** hereby acknowledged to have been paid to the said Grantor by **SAFE FUTURE BIRMINGHAM, LLC**, the Grantee, 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:

Lot 22, according to the Survey of Willow Point, Phase 2, as recorded in Map Book 22, Page 41, in the Probate Office of Shelby County, Alabama.  
Source of Title: Instrument #20130107000008360

This property is also known as: 222 Willow Point Circle, Alabaster, AL 35007

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 Grantee 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 Grantee, its successors and assigns, FOREVER.

**THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:**

1. 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.
2. Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Willow Point, Phase 2 recorded in Map Book 22, Page 41, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto.
4. Covenants, conditions, and restrictions as set forth in instrument recorded instrument #1997-6692.

5. Riparian and other rights created by the fact that subject property lies adjacent to Buck Creek.
6. Rights of owners of property adjoining property in and to the joint or common rights in building situated on said lots, such rights include but are not limited to roof, foundation, party walls, walkways and entrance.
7. Agreement for waterline by and between Alabaster Water & Gas Board and Sherman Holland, Jr. recorded in Instrument #1993-22320.
8. All outstanding rights of redemption in favor of all persons entitled to redeem the Land from that certain mortgage foreclosure sale evidenced by Foreclosure Deed dated November 26, 2012, recorded January 7, 2013 in Instrument #20130107000008360, 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 the above described property for a sales price of Greater than **\$81,120.00** for a period (3) months from this date of this deed. Grantee shall also be prohibited from encumbering said property with a security interest in the principal amount of greater than **\$81,120.00** 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.

Grantee accepts this conveyance with full knowledge of the condition of the improvements located on said property, which property is accepted by grantee 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

28<sup>th</sup> day of May, 2013.

**FANNIE MAE, aka FEDERAL  
NATIONAL MORTGAGE ASSOCIATION,**

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


**MCFADDEN, LYON & ROUSE, L.L.C.**

**As its Attorney-in-Fact**

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

**William S. McFadden**

**Its: Member**

  
20130605000229170 2/4 \$89.00  
Shelby Cnty Judge of Probate, AL  
06/05/2013 11:30:37 AM FILED/CERT



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.

Given under my hand and notarial seal on this the 28<sup>th</sup> day of May, 2013.



Notary Public, State of Alabama at Large

My Commission Expires: 9-1-2015 {SEAL}

The Grantee's address is:

137 Businesscenter Drive  
Birmingham, AL 35244

The Grantor's address is:

14221 Dallas Parkway, Ste. 1000  
Dallas, TX 75254

This instrument was prepared by:

William S. McFadden, Esq.  
718 Downtowner Boulevard  
Mobile, AL 36609  
251-342-9172



20130605000229170 3/4 \$89.00  
Shelby Cnty Judge of Probate, AL  
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Real Estate Sales Validation Form  
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Federal National Mortgage Association

Grantee's Name Safe Future Birmingham, LLC

Mailing Address 14221 Dallas Parkway, Ste 1000  
Dallas, TX 75254

Mailing Address 137 Business Center Dr  
Birmingham, AL 35244

Property Address 222 Willow Point Circle  
Alabaster, AL 35007

Date of Sale May 30, 2013

Total Purchase Price \$67,600.00

or

Actual Value \$

or

Assessor's Market Value \$

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 - Federal National Mortgage Association, , .

Grantee's name and mailing address - Safe Future Birmingham, LLC, , .

Property address - 222 Willow Point Circle, Alabaster, AL 35007

Date of Sale - May 30, 2013.

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: May 30, 2013

Sign

[Signature]  
Agent