

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

Send Tax Notice to: 20140418000114210 1/3 \$32.50  
Shelby Cnty Judge of Probate, AL  
04/18/2014 02:15:42 PM FILED/CERT

Ashley C. Spencer  
*500 SAINT LAUREN WALK  
BIRMINGHAM, AL 35242*

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Two hundred twenty-nine thousand nine hundred and 00/100 Dollars (\$229,900.00) to the undersigned Grantor, Federal Home Loan Mortgage Corporation, a corporation, organized and existing under the laws of the United States of America, by National Default REO Services, a Delaware Limited Liability Company dba First American Asset Closing Services, 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 David C. Spencer, and Ashley C. Spencer, (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 105, according to the amended map of Greystone Village, Phase I, as recorded in Map Book 20, Page 32, in the Probate Office, 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 Grantees herein assume and agree to pay.
3. Restrictive covenant as recorded in Instrument Number 1997-19223; Instrument Number 1996-8823; Instrument Number 1994-12222; Instrument Number 1994-12528; and Instrument Number 1995-16397.
4. Mineral and Mining Rights as recorded in Book 121, Page 294; Deed Book 60, Page 26 and Deed Book 4, Pages 493-495.
5. Building setback line as shown by Restrictive Covenants recorded as Instrument Number 1993-20846 and 1993-20549. Transmission Line Permit(s) to Alabama Power Company as shown by Instrument (s) recorded in Deed Book 109, Page 501; Deed Book 109, Page 500; Deed Book 109, Page 505 A & B and Deed Book 239, Page 214 in said Probate Office. Rights of Riparian owners in and to the use of Butterfly Lake as shown by the Restrictive Covenants Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may nor or hereafter exist or occur or cause damage to subject property as shown by instrument recorded in Map Book 18, Page 9 in said Probate Office. Rights of others to the use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301, Page 799 in said Probate Office. Covenant and Agreement for Water Service, as set out in agreement recorded in Real 235, Page 574 and recorded as Instrument # 1993-20840 in said Probate Office. Amended and Restated Restrictive covenants as set out in instruments recorded in Real 265, Page 96 in said probate office. Amended and Restated Greystone Village Declaration of Covenants, Conditions, and Restrictions as recorded as Instrument # 1994-12222 with Articles of Incorporation of Greystone Village Homeowners as Instrument #1993-20847 in said Probate office. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc. recorded in Real 350, Page 545 in said Probate Office. Easement Agreement between Daniel Oak Mountain Limited Partnership and School House Properties recorded as Instrument No. 1993-22440.
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 Number 20130614000243350, in the Probate Office of Shelby County, Alabama.

See Attached Exhibit "S" which is incorporated herein.

*\$218,405.00* 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.

IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 11 day of March, 2014.

Federal Home Loan Mortgage Corporation

By, Authorized Signer National Default REO Services, a Delaware Limited Liability Company dba First American Asset Closing Services ("FAACS")

by, [Signature]  
Its [Signature]  
As Attorney in Fact

Authorized Signor of National Default REO Services, a  
Delaware Limited Liability Company dba First American  
Asset Closing Services ("FAACS"), as Attorney in  
fact and/or agent

STATE OF Texas  
COUNTY OF Dallas

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that [Signature], whose name as [Signature] of Authorized Signer National Default REO Services, a Delaware Limited Liability Company dba First American Asset Closing Services ("FAACS"), as Attorney in Fact for Federal Home Loan Mortgage Corporation, 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, action in its capacity as Attorney in Fact as aforesaid.

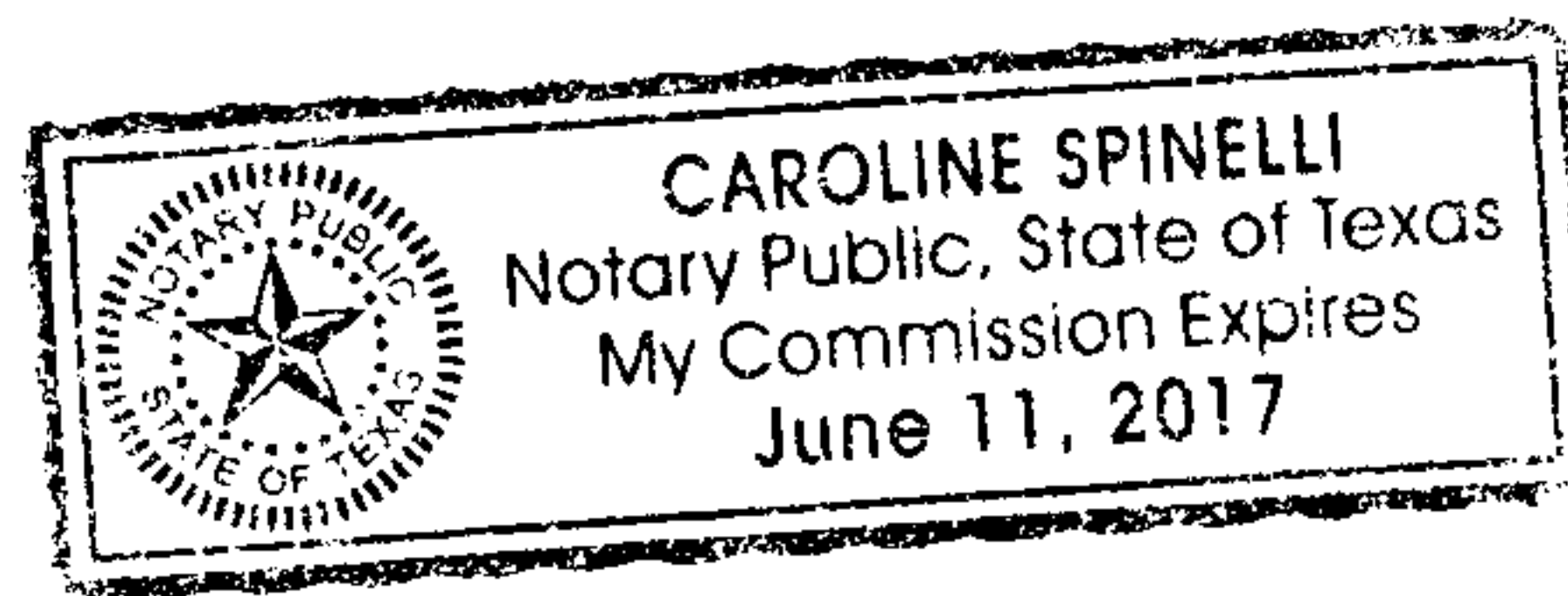
Given under my hand and official seal, this the 11 day of March, 2014.

[Signature]  
NOTARY PUBLIC

My Commission expires: 6-11-17  
AFFIX SEAL

Caroline Spinelli

1065776  
2013-001350



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EXHIBIT "S"

It is the purpose and intent of this Exhibit to alter the Grantee's form of ownership to Joint Tenants with Right of Survivorship. Unless the joint tenancy hereby 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 shall take as tenants in common.



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