

20160316000085240 1/4 \$84.00
Shelby Cnty Judge of Probate, AL
03/16/2016 03:18:23 PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:

Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

SEND TAX NOTICE TO:

Teresa N. Cunningham
1033 Kings Way
Birmingham, AL 35242

FHA Case No. 011-570248

STATE OF ALABAMA

}

:

COUNTY OF SHELBY

}

SPECIAL WARRANTY DEED

Know all men by these presents, that for and in consideration of **Two Hundred Two Thousand One Hundred Fifty and No/100 Dollars (\$202,150.00)** and other good and valuable consideration in hand paid to **The Secretary of Housing and Urban Development**, (hereinafter referred to as "Grantor") by **TERESA N. CUNNINGHAM**, (hereinafter referred to as "Grantee") the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee, her heirs and assigns, the following described real estate situated in **Shelby County, Alabama**, (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining:

See Exhibit "A" attached hereto for legal description

This conveyance is subject however, to the following:

1. Ad valorem taxes for 2016 and subsequent years not yet due and payable until October 1, 2016.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights of way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.
6. All outstanding statutory rights of redemption arising from that certain mortgage foreclosure evidenced by mortgage foreclosure deed dated June 16, 2015, recorded in Instrument No. 2015061700020310. Said rights of redemption run for a period of one year from June 16, 2015.

\$141,505.00 of the consideration was paid from the proceeds of a mortgage loan.

"AS IS" and "WHERE IS", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, concerning the Property or this conveyance from or on behalf of Grantor;

To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property, including, without limitation, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40

C.F.R. Part 2261, or hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.

Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.

Grantor shall not be liable to the Buyer for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

TO HAVE AND TO HOLD to the Grantees and Grantees' heirs, successors and assigns in fee simple, forever.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 9 day of March, 2016.

**THE SECRETARY OF HOUSING
and URBAN DEVELOPMENT**

By: [Signature]
Printed Name: Kyana Marshall
Its: Delegate

STATE OF GA }
COUNTY OF Cobb }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kyana Marshall, whose name as delegator on behalf of The Secretary of Housing and Development, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this the 9 day of March, 2016.

[Signature]

Notary Public
My commission expires:

[NOTARIAL SEAL] SHARON LEE
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
JANUARY 21, 2019

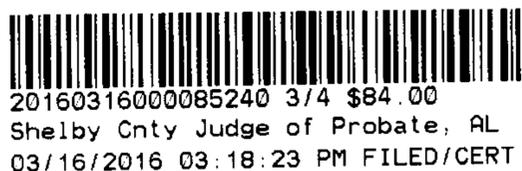


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EXHIBIT A
LEGAL DESCRIPTION

Lot 2511, according to the Survey of Highland Lakes, 25th Sector, Phase III, an Eddleman Community, as recorded in Map Book 38, Page 18, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument No. 1996-17543, and further amended in Instrument No. 1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase III, recorded as Instrument #20070223000084920, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").



Real Estate Sales Validation Form

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

Grantor's Name The Secretary of Housing and Urban Development

Grantee's Name Teresa N. Cunningham

Mailing Address 40 Marietta Street
Atlanta, GA 30303

Mailing Address 17201 Retreat Lane
Birmingham, AL 35226

Property Address 1033 Kings Ways
Birmingham, AL 35242

Date of Sale March 11, 2016

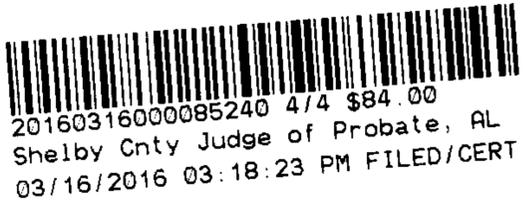
Total Purchase Price \$ 202,150.00

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
- Sales Contract
- Closing Statement
- Appraisal/ Assessor's Appraised Value
- Other – property tax redemption

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 _____

Unattested (verified by)

Print Clayton T. Sweeney, Attorney

Sign _____
(Grantor/Grantee/Owner/Agent) circle one