


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


20170202000041230 1/3 \$22.00
Shelby Cnty Judge of Probate: AL
02/02/2017 01:51:53 PM FILED/CERT

Send Tax Notice to:
James B. Edmiston
Jessica L. Edmiston

1016 DUNSMORE DR
CHELSEA AL 35043

SPECIAL WARRANTY DEED

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of One Hundred Thirty Thousand And 00/100 (\$130,000.00) to the undersigned, Fannie Mae aka Federal National Mortgage Association, by and through Sirote & Permutt, P.C., 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 James B. Edmiston, and Jessica L. Edmiston, (herein referred to as Grantees) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

All that property situated in the County of Shelby, and State of Alabama, being more particularly described as follows: Lot 6-102, according to the Plat of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13, in the Office of the Judge of Probate Office of 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. The Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama.
4. Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 3rd Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566970 and Supplementary Declaration and Amendment recorded in Instrument No. 20060720000351160 in the Probate Office of Shelby County, Alabama.
5. Easement Agreement between Chelsea Park Investments, Ltd., Chelsea Park, Inc. and Chelsea Park Properties, Ltd., as set forth in Instrument No. 20040816000457750.
6. Easement to the Alabama Power Company as recorded in Instrument No. 20050203000056190, in the Probate Office of Shelby County, Alabama.
7. Declaration of Covenants, Conditions and Restrictions for Chelsea Park recorded in Instrument No. 20051222000659740.
8. Easements, rights of ways building lines, restrictions, covenants, conditions, reservations and limitations affecting the land.
9. Restrictions as shown on recorded plat.
10. 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 No. 20160824000306020, in the Probate Office of Shelby County, Alabama.

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 for a sales price of greater than \$156,000.00 for a period of 3 month(s) from the date of the recording of this deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the principal amount of greater than \$156,000.00 for a period of 3 month(s) from the date of the recording of this deed. These restrictions shall run with the land and are not personal to grantee.

This restriction shall terminate immediately upon conveying at any foreclosure sale related to a mortgage or deed of trust.

TO HAVE AND TO HOLD Unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy thereby 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 herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 25th day of January, 2017.


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


20170202000041230 2/3 \$22.00
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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, 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 association, acting in its capacity as Attorney in Fact as aforesaid.

Given under my hand and official seal, this the 25th day of January, 2017.



NOTARY PUBLIC
My Commission Expires:
AFFIX SEAL

2016-000893
A160F9F
Seller's Address:
Fannie Mae
PO Box 650043
Dallas, TX 75265-0043

MY COMMISSION EXPIRES 03/07/2017

Real Estate Sales Validation Form

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

Grantor's Name Fannie Mae aka Federal National Mortgage Association
Mailing Address Fannie Mae aka Federal National Mortgage Association, 14221 Dallas Parkway, Suite 1000
Dallas, TX 75254

Grantee's Name James B. Edmiston, Jessica L. Edmiston

Mailing Address 1016 DUNSMORE DR
Chelsea AL 35043

Property Address 250 Fairbank Way
Chelsea, AL 35043

Date of Sale 01/31/2017
Total Purchase Price \$130,000.00
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)

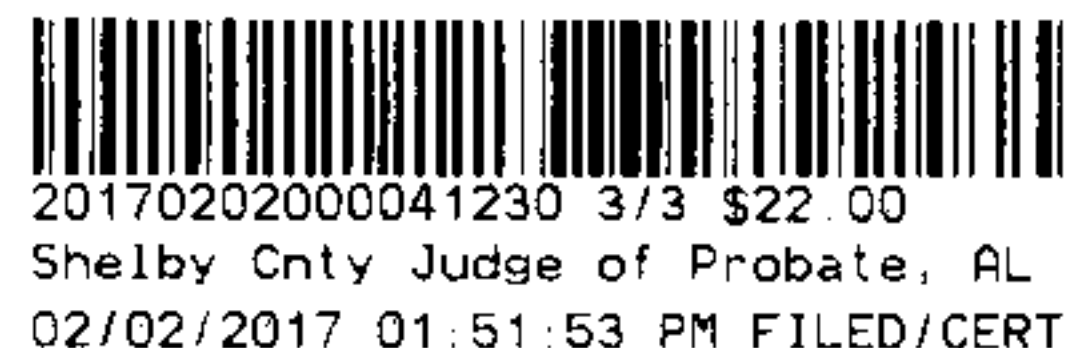
☐ Bill of Sale

☐ 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 – 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 01/27/2017

☐ Unattested

(verified by)

Print James B. Edmiston

Sign James B Edmiston
(Grantor/Grantee/Owner/Agent) circle one