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Rec Amt \$7.00 Aud Amt \$5.00

INDX√ **ANNO SCAN**

LISA SMITH, COUNTY RECORDER MADISON IOWA

CHEK

PREPARED BY:

FANNIE MAE, TWO GALLERIA TOWER, 13455 NOEL ROAD,

REO NO. <u>C07C173</u>

SUITE 600, DALLAS, TEXAS 75240-5003

Brandon Carter 1/972-773-7408

RÉTURN TO: Real Estate Resource Group 1401 NE 56th Street, Pleasant Hill, IA 50327

Address Tax Statement: James C Eller 1819 210th Street, Winterset, IA 50273 #47,900,00

Space Above This Line For Recorder

SPECIAL WARRANTY DEED

This Deed is from Federal National Mortgage Association, a corporation organized and existing under the laws of the United States, having its principal office in the City of Washington, D.C. ("Grantor") James C Eller, a ("Grantee"), and to Grantee's heirs and assigns.

For value received, Grantor hereby grants, remises, aliens and conveys unto Grantee, and to Grantee's heirs and assigns forever, but without recourse, representation or warranty, except as expressed herein, all of Grantor's right, title and interest in and to that certain tract or parcel of land situated in the County of MADISON COUNTY State of lowa, described as follows (the "Premises"):

714 S 3RD AVE WINTERSET, IA 50273

The South Half (1/2) of Lots One (1), Two (2) and Three (3) in Block Three (3) of W.A. Jenkins' Addition to the Town of Winterset, Madison County, Iowa

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY TO A BONAFIDE PURCHASER FOR VALUE FOR A SALES PRICE OF GREATER THAN \$ 57480.00 FOR A PERIOD OF THREE MONTHS FROM THE DATE OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$ 57480.00 FOR A PERIOD OF THREE MONTHS FROM THE DATE OF THIS 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.

And Grantor, for itself and its successors does covenant, promise and agree, to and with Grantee, Grantee's heirs and assigns, that Grantor has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor will warrant and forever defend title to the Premises, against all persons lawfully claiming or who may claim the same, by, through or under Grantor but not otherwise.

Grantor is exempt from all taxation imposed by any state, county, municipality, or local taxing authority, except for real property taxes. Thus, Grantor is exempt from any and all transfer taxes. See, 12 U.S.C. 1723a (c) (2).

Date: Man 11, Jour

FEDERAL NATIONAL MORTGAGE ASSOCIATION

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Attest:

Brandon Carter **Assistant Secretary**

STATE OF TEXAS)

) SS COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me, a notary public commissioned in Dallas County, Texas this day of May 2008 by Diane E Sanders Vice President, Brandon Carter Assistant Secretary, of

Federal National Mortgage Association, a United States Corporation, on behalf of the corporation.

Notary Public

LAMONT McCALL Notary Public. State of Texas Çonn. Exp. 01-17-12