Book 2013 Page 1176 Type 03 001 Pages 1 Date 4/29/2013 Time 10:39 AM Rec Amt \$7.00 Aud Amt \$5.00 IND

DOV# 105

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

INDX ANNO **SCAN** CHEK

PREPARED BY: REO NO. <u>C1212NQ</u>

FANNIE MAE, INTERNATIONAL PLAZA II, 14221 DALLAS PARKWAY, SUITE 1000, DALLAS, TEXAS 75254 Brandon Carter 1/972-773-7408

RETURN TO: Real Estate Resource Group 6660 NE 27th Ave, Altoona, IA 50009 515-967-5103

Address Tax Statement: Dianne L Banning 15049 NW 12th St Pl Madrid, IA 50156 \$ 184,000.00

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") Dianne L Banning, ("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 State of Iowa, described as follows (the "Premises"):

## 2232 245TH COURT WINTERSET, IA 50273

Parcel "C" located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 3, Page 263 on June 9, 1998, in the Office of the Recorder of Madison County, Iowa, EXCEPT that part thereof lying West of Highway No. 169.

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALES PRICE OF GREATER THAN \$ 220,800.00 FOR A PERIOD OF THREE MONTHS 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 \$ 220,800.00 FOR A PERIOD OF THREE MONTHS FROM THE DATE OF THE RECORDING OF THIS DEED. THESE RESTRICTIONS SHALL \$ <u>220,800.00</u> FOR A PERIOD OF THREE MONTHS F 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

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).

4/24/13

FEDERAL NATIONAL MORTGAGE **ASSOCIATION** 

By:

Evelyn Waithaka Assistant Vice President

Attest:

<del>Veidi Jones</del> ssistant Vice President

STATE OF TEXAS)

COUNTY OF DALLAS

Commission Expires 02-17-2016

The foregoing instrument was acknowledged before me, a notary public commissioned in acknowledged before me, a notary public commissioned in acknowledge, Texas this day of April 2013 by Evelyn Weithala Assistant Vice President, of Federal National Mortgage Association, a United States Corporation, on behalf of the

corporation.

