



20110314000082520 1/6 \$57.00  
Shelby Cnty Judge of Probate, AL  
03/14/2011 12:14:28 PM FILED/CERT

Shelby County, AL 03/14/2011  
State of Alabama  
Deed Tax: \$30.00

**SPECIAL WARRANTY DEED**  
**(Alabama)**

**Date:** 2-28-2011

**Grantor:** FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for AmTrust Bank

**Grantor's Mailing Address (including county):**

1601 Bryan Street, Dallas, Dallas County, TX 75201

**Grantee:** Christal C. Collins and Stephen M. Collins, husband and wife

**Grantee's Tax mailing Address and Return to:** Resource Title National Agency, Inc.

**Grantee's Mailing Address:**  
P.O. Box 248  
5841 Old Kendrick Road  
Helena, AL 35080

375 Glensprings Drive

#310 105825AL  
Cincinnati, OH 45246

**Consideration:** ~~Ten Dollars (\$10.00)~~ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**Actual Consideration:** \$30,000.00  
**Property Description (including any improvements):**

See Exhibit A attached hereto and incorporated herein by reference.

Grantor, for the consideration stated and subject to any reservations from and exceptions to conveyance and warranty stated herein, grants, sells and conveys to Grantee the Property, any and all improvements located thereon and affixed thereto, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold the Property unto Grantee, Grantee's successors and assigns forever, subject to (a) the Permitted Encumbrances, as hereinafter defined, and (b) the exceptions, limitations and conditions herein set forth. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any reservations from and exceptions to conveyance and warranty herein, when and only when the claim is by, through, or under Grantor but not otherwise.

Except for the limited covenant of warranty stated immediately above, the Property is conveyed: (a) without covenant, representation, or warranty of any kind or nature, express or implied, and (b) subject to the following matters (such matters hereinafter referred to individually and collectively as "**Permitted Encumbrances**"): (1) easements, rights of way, and prescriptive rights, whether of record or not; licenses and leases, whether written or oral, recorded or unrecorded; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances; liens, conveyances, and other instruments affecting the Property that have not been created, or do not arise, by, through, or under Grantor; rights of co-

owners and co-tenants; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or protrusions, or overlapping of improvements; any condition, right, claim, or other matter which would be revealed by a current survey of the Property or which could be discovered by an inspection of the Property; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any County Water Improvement District, Municipal Utility District, or similar governmental or quasi-governmental agency; taxes and assessments of whatever kind, type, or nature, assessed, levied, due, or payable for the year or period during which this conveyance takes place and for any subsequent year or period, the payment of which Grantee assumes; taxes, penalties, and assessments for the year in which this conveyance takes place and prior years due to change in land usage, ownership, or omission and/or mistake of assessment, the payment of which Grantee assumes; (2) existing building and zoning ordinances, land use laws and regulations, and environmental regulations; and (3) rights of parties in possession.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE CONDITION OF THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.



GRANTOR

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for AmTrust Bank

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attorney In Fact

ACCEPTES AND AGREED TO AND DELIVERY ACKNOWLEDGED ON  
THE 7th DAY OF March, 2011

GRANTEE:

Christal C. Collins and Stephen M. Collins

\_\_\_\_\_  
Christal C. Collins

\_\_\_\_\_  
Stephen M. Collins

GRANTOR'S ACKNOWLEDGEMENT

STATE OF Illinois  
COUNTY OF DuPage

This instrument was acknowledged before me on this the 4th day of March,  
2011 by Robert M. Stone, Attorney In Fact, on behalf of the  
FEDERAL DEPOSIT INSURANCE CORPORATION acting in the capacity therein stated.

My Commission Expires: 11-16-14

Notary Public:

Carole J. Miaso  
Notary's Name Printed or Typed



GRANTEE'S ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2011, by (name) \_\_\_\_\_,  
(title) \_\_\_\_\_ of \_\_\_\_\_, on behalf of said entity.

My Commission Expires: \_\_\_\_\_

Notary Public: \_\_\_\_\_

Notary's Name Printed or Typed



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AFTER RECORDING, RETURN TO:

Christal C. Collins and Stephen M. Collins  
P.O. Box 248  
~~5841 Old Kendrick Road~~  
Helena, AL 35080

Prepared By  
Will Schill; Resource Title Agency  
375 Glensprings Dr. Ste. 310  
Cincinnati, OH, 45246



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Exhibit "A"

**Legal Description**  
For File: **105825AL**

Property Address: 2013 Highway 58 Helena, AL 35080

Lot 2, Block A, according to the amended survey of Fox Haven, First Sector, as recorded in Map Book 7, Page 86, in the Probate Office of Shelby County, Alabama.

Being the same property further conveyed to Federal National Mortgage Association, by virtue of an Auctioneer's Deed from Michael T. Atchinson, as Attorney-in-Fact and Auctioneer, dated November 17, 2008, filed for record December 19, 2008, as Instrument Number 20081219006471810, of the Probate Office records of Shelby County, Alabama.

Parcel Number: 13-8-27-2-001-002.008