

Prepared by:  
Donald R. Harrison  
Attorney at Law  
169 South Broadnax Street  
Dadeville, AL 36853



20131029000427960 1/11 \$71.00  
Shelby Cnty Judge of Probate, AL  
10/29/2013 02:01:59 PM FILED/CERT

Return to:  
DOCU-FILE Inc.  
3105 E. Skelly Drive, Suite 304  
Tulsa, Oklahoma 74105  
877-742-4994

Space above this line for Recorder's use only.

**FDIC Asset No. 10471004767**  
**121 Carnoustie Dr., Pelham, AL 35124**

Parcel ID: 14-8-28-3-008-016.000

STATE OF ALABAMA        §        FIRST AMERICAN TITLE  
                                 §        ORDER# 2295 AS  
COUNTY OF SHELBY       §

**QUIT CLAIM DEED**  
**(Without Covenant, Representation and Warranty)**

**RECITALS**

WHEREAS, Frontier Bank (the "Institution"), acquired the Property by that certain Deed in Lieu of Foreclosure dated March 14, 2011 and recorded March 16, 2011 as Instrument No. 20110316000084740 in the office of the Probate of Shelby County, Alabama; and

WHEREAS, the Institution was closed by The Georgia Department of Banking and Finance on March 8, 2013, and the **FEDERAL DEPOSIT INSURANCE CORPORATION** (the "FDIC") was appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property.

NOW, THEREFORE, the Receiver (hereinafter "Grantor"), whose address is 1601 Bryan Street, Energy Plaza, Dallas, Texas 75201, for and in consideration of the sum of TWENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00), the receipt and sufficiency of which are hereby acknowledged, hereby RELEASES, CONVEYS and QUITCLAIMS, unto

QUIT CLAIM DEED – Page 1

For use with "fdicformresalescontract\_QCD\_recorp\_040411\_final.doc

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fdicLFK\_qcd\_REC\_040411.doc

pg 1

Shelby County, AL 10/29/2013  
State of Alabama  
Deed Tax: \$27.00

DAL PROPERTIES, LLC, an Alabama limited liability company ("Grantee"), whose address is 3112 Hwy 109, Wilsonville, AL 35186, WITHOUT COVENANT, REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AND ANY AND ALL WARRANTIES THAT MIGHT ARISE BY COMMON LAW AND ANY WARRANTIES CREATED BY STATUTE, AS THE SAME MAY BE HEREAFTER AMENDED OR SUPERSEDED, ARE EXCLUDED, all of Grantor's right, title and interest, if any, in and to that certain real property situated in SHELBY County, ALABAMA, described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), subject, however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, liens, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for all prior years, the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building and other laws, regulations and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Quitclaim Deed, assumes and agrees to perform any and all obligations of Grantor under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS QUITCLAIM DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE TITLE, DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE



MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE RELEASE AND QUITCLAIM HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH GRANTOR, ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED AND EXCLUDED FROM THIS QUITCLAIM DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Quitclaim Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, the Institution and the Federal Deposit Insurance Corporation (the "FDIC") in any and all of its various capacities, and their respective employees, officers, directors, representatives and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors and assigns.


TO HAVE AND TO HOLD all of Grantor's right, title and interest in the Property, if any, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns, without covenant, representation or warranty whatsoever and subject to the Permitted Encumbrances.



The fact that certain encumbrances, limitations or other matters or conditions may be mentioned, disclaimed or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation or warranty of Grantor as to any encumbrances, limitations or any other matters or conditions not mentioned, disclaimed or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope or location of any encumbrances, limitations or other matters or conditions mentioned, disclaimed or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope or location of same against third parties.

By its acceptance of this Quitclaim Deed, Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or may become due, for any tax year or assessment period prior or subsequent to the date of this Quitclaim Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

**The remainder of this page is left blank. The signature page(s) follow.**

  
20131029000427960 4/11 \$71.00  
Shelby Cnty Judge of Probate, AL  
10/29/2013 02:01:59 PM FILED/CERT



IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed on this 10 day of 10 OCT, 2013.

WITNESSES:

[Signature]  
Signature  
Print Name: Richard Hansen

[Signature]  
Signature  
Print Name: Robert P. Norwick

GRANTOR:

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
FRONTIER BANK

By: [Signature]  
Printed Name: Gerald W. Doyle  
Title: ATTORNEY IN FACT

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA §  
COUNTY OF DAVAL §

This instrument was ACKNOWLEDGED before me, on the 10 day of OCT, 2013, by GERALD W. DOYLE, Attorney in Fact of the FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR FRONTIER, on behalf of said entity.

[Signature]

[SEAL]

Notary Public, State of FL  
My Commission Expires:  
Mark A. Haines  
Printed Name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
Mark A. Haines  
Commission #DD991338  
Expires: MAY 12, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

[Barcode]  
20131029000427960 5/11 \$71.00  
Shelby Cnty Judge of Probate, AL  
10/29/2013 02:01:59 PM FILED/CERT

## EXHIBIT "A"

Lot 916, according to the Plat of Carnoustie Crest at Ballantrae, Phase 1, as recorded in Map Book 35, Page 71, in the Office of the Judge of Probate of Shelby County, Alabama.

Being all of that certain property conveyed to Frontier Bank from RollaMark Homes, LLC, by deed dated March 14, 2011 and recorded March 16, 2011, as Instrument No. 20110316000084740 of official records.

FDIC

DATE: 4/30/2013

INITIALS: TS


 PROPERTIES  
47705012

FIRST AMERICAN ELS  
QUIT CLAIM DEED



AL

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

  
20131029000427960 6/11 \$71.00  
Shelby Cnty Judge of Probate, AL  
10/29/2013 02:01:59 PM FILED/CERT

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Prepared by: Monica R. Cosentino-Benedict, Esq.  
FDIC East Coast Temporary Satellite Office  
8800 Baymeadows Way West  
Jacksonville, FL 32256



20131029000427960 7/11 \$71.00  
Shelby Cnty Judge of Probate, AL  
10/29/2013 02:01:59 PM FILED/CERT

(Leave Blank Above this Line for Recording Information)  
(Space above this line must be at least 3 Inches)

### LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the **FEDERAL DEPOSIT INSURANCE CORPORATION**, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC," acting in its Receivership capacity or separate Corporate capacity or as Manager of the FSLIC Resolution Fund has acquired and will acquire certain assets for liquidation and has determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

WHEREAS, the FDIC desires to designate **GERALD W. DOYLE** as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW, THEREFORE, the FDIC appoints **GERALD W. DOYLE** as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants **GERALD W. DOYLE** the authority, subject to the limitations herein, as follows:

(1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittance therefor in the name and on behalf of the FDIC;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property, including the release and discharge of the same of record in the Official or Public Records of the Clerk of any Circuit Court or any other official public records or registries, wherever located, where payments on account of the same in redemption or otherwise may have been made by the

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Shelby Cnty Judge of Probate, AL  
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debtor(s), and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receive, collect and give all proper acquittance for any other sums of money owing to the FDIC for any Acquired Asset which the attorney-in-fact may sell or dispose of;

(4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements, easements, or conveyances as shall be deemed necessary or proper by the FDIC attorney-in-fact in the care and management of the Acquired Assets;

(6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of the FDIC;

(7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

(8) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

(9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;

(10) Execute, acknowledge and deliver in the name of the FDIC a power of attorney wherever necessary or required by law to any attorney employed by the FDIC;

(11) Foreclose any mortgage or other lien on either real or personal property, wherever located;

(12) Do and perform every act necessary for the use, liquidation or collection of the Acquired Assets held in the name of the FDIC;

(13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the FDIC, either in its Receivership or Corporate capacity, or as Manager of the FSLIC Resolution Fund.

This Power of Attorney shall be effective **August 15, 2013**, and shall continue in full force and effect through **April 5, 2014**, unless otherwise terminated by any official of the FDIC authorized to do so by the Board of Directors of the FDIC.

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IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 8th day of AUGUST, 2013.

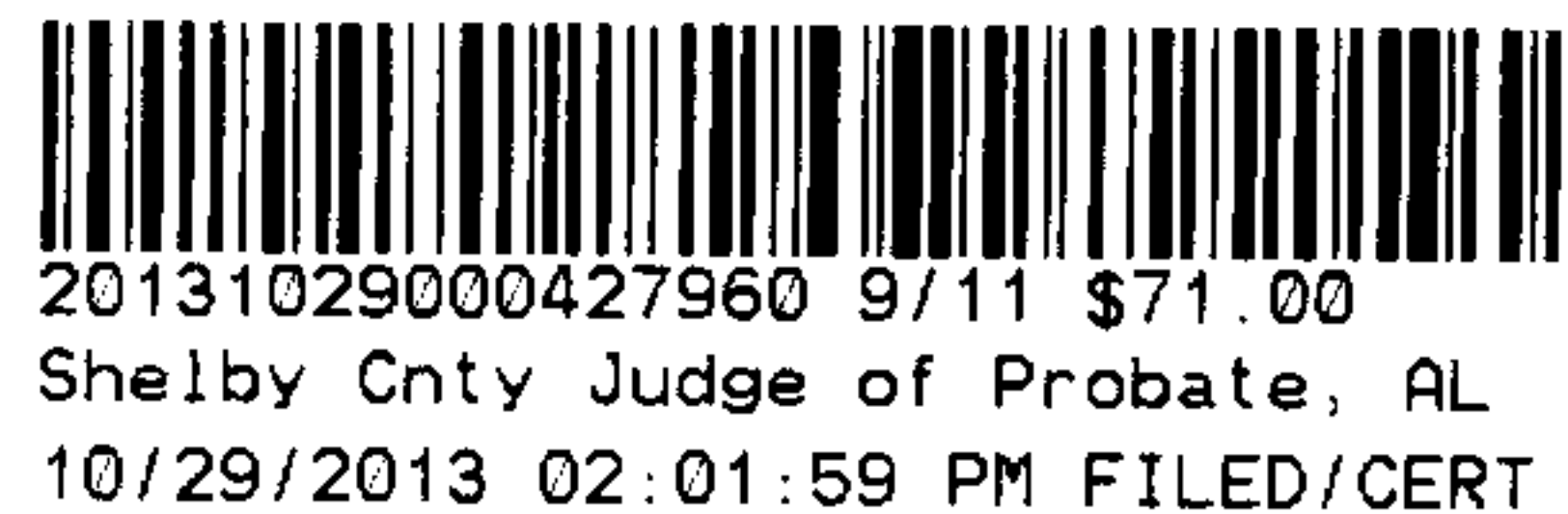
**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: [Signature]  
 Name: **OPHELIA JONES**  
 Title: Manager of Customer Service -  
 East Coast Temporary Satellite Office  
 8800 Baymeadows Way West  
 Jacksonville, FL 32256

Signed in the presence of:

Witness: [Signature]  
 Printed Name: Pamela Dickson

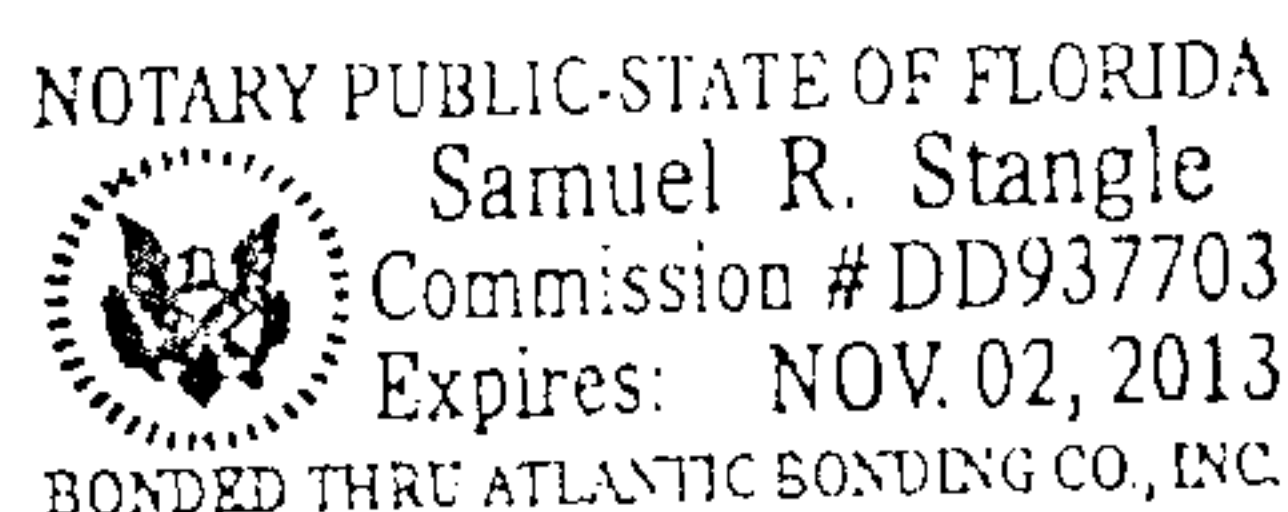
Witness: [Signature]  
 Printed Name: EDDY J. Betancourt



STATE OF FLORIDA }  
 }  
 COUNTY OF DUVAL }

On this 8th day of August, 2013, before me, a Notary Public in and for the State of Florida appeared **OPHELIA JONES**, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said **OPHELIA JONES**, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE NOTARY SEAL BELOW HERE]



[Signature]  
 Notary Public  
 Printed Name of Notary: Samuel R. Stangle  
 Commission No.: DD937703  
 My Commission expires: Nov 02, 2013


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STATE OF FLORIDA }

COUNTY OF DUVAL }

On this 8th day of August, 2013, before me, a Notary Public in and for the State of Florida appeared Pamela Dickson (witness #1) and EDDY W. Belancourt (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw **OPHELIA JONES**, Manager of Customer Service, East Coast Temporary Satellite Office, of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, and had subscribed the same, and that they had signed the same as a witness at the request of the person who executed the same.

[PLACE NOTARY SEAL BELOW HERE]

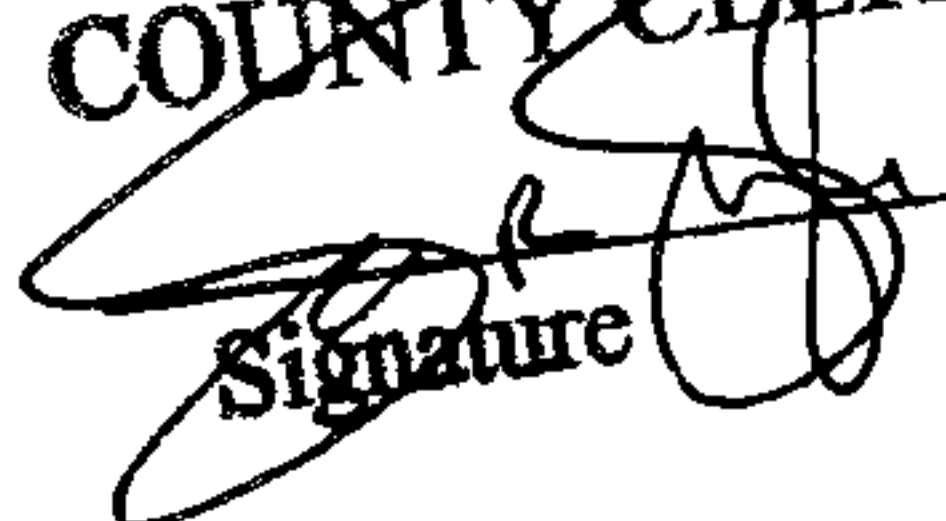
NOTARY PUBLIC-STATE OF FLORIDA  
 Samuel R. Stangle  
 Commission #DD937703  
 Expires: NOV. 02, 2013  
 BONDED THRU ATLANTIC BONDING CO., INC.


  
 Notary Public  
 Printed Name of Notary: Samuel R. Stangle  
 Commission No. : DD937703  
 My Commission expires: NOV. 02, 2013

CERTIFIED

COPY OF

ORIGINAL

TRUE AND CORRECT  
 COPY OF ORIGINAL  
 FILED IN DUVAL  
 COUNTY CLERK'S OFFICE  
 August 8, 2013  
 Signature Date

  
 20131029000427960 10/11 \$71.00  
 Shelby Cnty Judge of Probate, AL  
 10/29/2013 02:01:59 PM FILED/CERT

STATE OF FLORIDA  
DUVAL COUNTY

I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 4 pages, is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.  
 WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 8 day of Aug, A.D. 2013.

**RONNIE FOSSELL**  
 Clerk, Circuit and County Courts  
 Duval County, Florida

By   
 Deputy Clerk



# Real Estate Sales Validation Form

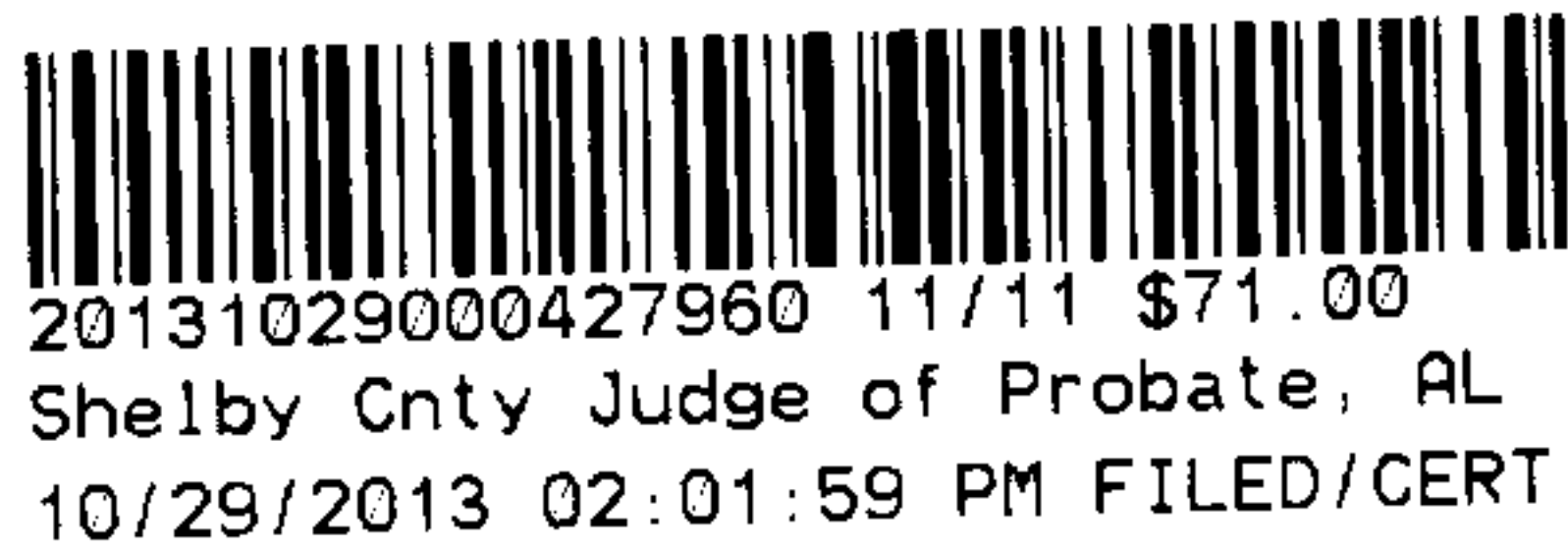
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name FDIC as Receiver for Frontier Bank  
Mailing Address 1601 Bryan St, Energy Plaza  
Dallas, Texas 75201

Grantee's Name DAL PROPERTIES, LLC  
Mailing Address 3112 Hwy 109  
Wilsonville, AL 35186

Property Address 121 Carnoustie Dr.  
Pelham, AL 35124

Date of Sale October 10, 2013  
Total Purchase Price \$ 27,000.00



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 ☐ Quit Claim Deed  
☐ 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 10/10/13

Federal Deposit Insurance Corporation as  
Print Receiver for Frontier Bank

Sign Gerald W. Doyle

☐ Unattested  
(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Gerald W. Doyle  
ATTORNEY IN FACT

Form RT-1