

Send tax notice to:
Gladys D. Dunkin
505 Fikes Ferry Road
Marion, Alabama 36756
File No. BHM1100014

Reli, Inc.
the TITLE and CLOSING PROFESSIONALS
3595 Grandview Parkway, Suite 600
Birmingham, AL 35243

BHM1100014

SPECIAL WARRANTY DEED
ALABAMA

STATE OF ILLINOIS

\$35,000.00 Value

COUNTY OF Du Page

Date: 3-1-2011

Grantor: FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for AmTrust Bank, f/k/a Ohio Savings Bank

Grantor's Mailing Address:

1601 Bryan Street
Dallas, Dallas County, TX 75201

Grantee: Gladys D. Dunkin

Grantee's Mailing Address:

505 Fikes Ferry Road
Marion, Alabama 36756

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

Property Description (including any improvements):

Lot 16, Block 2, according to the Survey of Pine Hill Subdivision, as recorded in Map Book 4, Page 45, in the Office of the Judge of Probate of Shelby County, Alabama.

Property address: 57 Meadow Drive, Vincent, Alabama 35178

Whereas, the subject Property hereinabove described as acquired by Grantor by that certain Foreclosure Deed executed on October 5th, 2009, and recorded on November 12th, 2009 in Instrument No. 20091112000421550.

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



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Shelby Cnty Judge of Probate, AL
03/16/2011 01:35:07 PM FILED/CERT

Shelby County, AL 03/16/2011
State of Alabama
Deed Tax: \$35.00

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: Robert M. Stone

Its: Attorney In Fact

GRANTOR'S ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF Da Page

This instrument was acknowledged before me on this the 1st day of March, 2011 by Robert M. Stone, Attorney In Fact, on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for AmTrust Bank, acting in the capacity therein stated.

My Commission Expires:

11-16-14

Carole J. Miaso
Notary Public

Carole J. Miaso
Notary's Name Printed or Typed

This instrument prepared by:
Stewart & Associates, P.C.
3595 Grandview Parkway Suite 645
Birmingham, AL 35243
S. Kent Stewart



20110316000085870 3/3 \$53.00
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