


THIS INSTRUMENT PREPARED BY:
THE SNODDY LAW FIRM, LLC
2105 DEVEREUX CIRCLE, SUITE 101
BIRMINGHAM, AL 35243

SEND TAX NOTICE TO:
JAMES A. FREER.


20121002000376520 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
10/02/2012 03:14:44 PM FILED/CERT

STATUTORY WARRANTY DEED

THE STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS
JEFFERSON COUNTY)

THAT FOR AND IN CONSIDERATION OF **THREE HUNDRED SEVENTY FOUR THOUSAND AND NO/100 (\$374,000.00)** Dollars and other good and valuable consideration in hand paid to the undersigned **CADENCE BANK, N.A., a national banking association (successor by way of merger to Superior Bank, National Association, a national banking association, as purchaser and assignee from the Federal Deposit Insurance Corporation, as receiver of Superior Bank, a federal savings bank, pursuant to that certain Purchase and Assumption Agreement dated as of April 15, 2011),** hereinafter referred to as "Grantor") by **JAMES A. FREER AND THERESA A. FREER** hereinafter referred to as GRANTEE(S), the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents GRANT, BARGAIN, SELL and CONVEY unto the Grantee the following described real estate, situated in County of JEFFERSON State of Alabama (the Property), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining:

Lot 2229, according to the map of Highland Lakes, 22nd Sector, Phase I, an Eddleman Community, as recorded in Map Book 33, Page 79, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543 and further amended in Instrument No. 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 22nd Sector, Phase I, recorded as Instrument No. 20040823000471390 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

THIS CONVEYANCE IS SUBJECT, HOWEVER, to the following:

1. Current ad valorem taxes.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights-of-way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the Property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.
6. Any outstanding rights of redemption, including without limitation any statutory right of redemption running for a period of one year from the foreclosure sale date of MAY 15, 2012
7. The property is conveyed "As is" and "where is", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, other than statutory warranties of title, concerning the Property or this conveyance from or on behalf of Grantor.
8. To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property or the title to the Property, other than statutory warranties of title, including, without limitations, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.
9. To the maximum extent permitted by law, Grantor makes no representation or warranties with regard to compliances with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the

handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.

10. Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.
11. Grantor shall not be liable to the Grantee for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the above described Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

TO HAVE AND TO HOLD to the Grantee and Grantee's heirs, successors and assigns forever:

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 24th day of SEPTEMBER, 2012.

CADENCE BANK, N.A., a national banking association (successor by way of merger to Superior Bank, National Association, a national banking association, as purchaser and assignee from the Federal Deposit Insurance Corporation, as receiver of Superior Bank, a federal savings bank, pursuant to that certain Purchase and Assumption Agreement dated as of April 15, 2011)

BY: Cynthia Bush, VP
CYNTHIA BUSH
ITS: VICE PRESIDENT


STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cynthia Bush, whose name as Vice President of CADENCE BANK, N.A., a national banking association (successor by way of merger to Superior Bank, National Association, a national banking association, as purchaser and assignee from the Federal Deposit Insurance Corporation, as receiver of Superior Bank, a federal savings bank, pursuant to that certain Purchase and Assumption Agreement dated as of April 15, 2011), is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 24th day of SEPTEMBER, 2012.

Sharon Kilgore
NOTARY PUBLIC

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 23, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS


20121002000376520 2/3 \$19.00
Shelby Cnty Judge of Probate, AL
10/02/2012 03:14:44 PM FILED/CERT

Real Estate Sales Validation Form

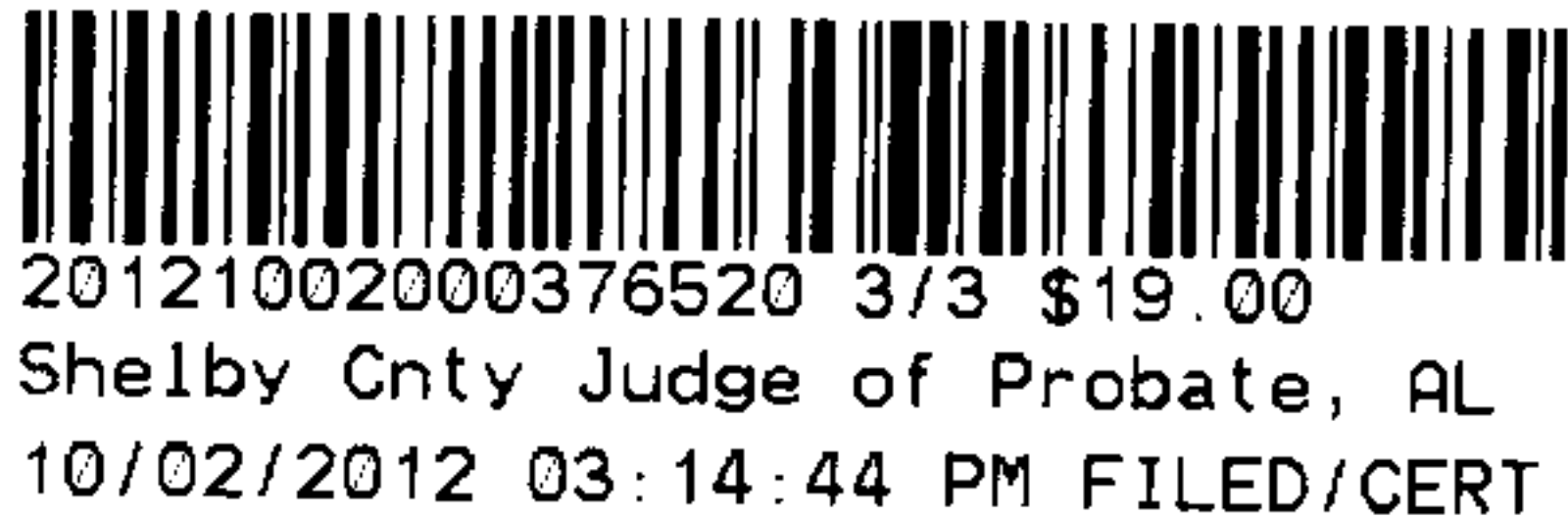
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Cadence Bani
Mailing Address 17 20th Street North
Birmingham AL 35203

Grantee's Name James A. Freer
Mailing Address 544 Sheffield Way
Birmingham, AL 35242

Property Address _____

Date of Sale 9/25/12
Total Purchase Price \$ 374,000.00



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
☐ Sales Contract
☒ Closing Statement
☐ Appraisal
☐ Other _____

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.

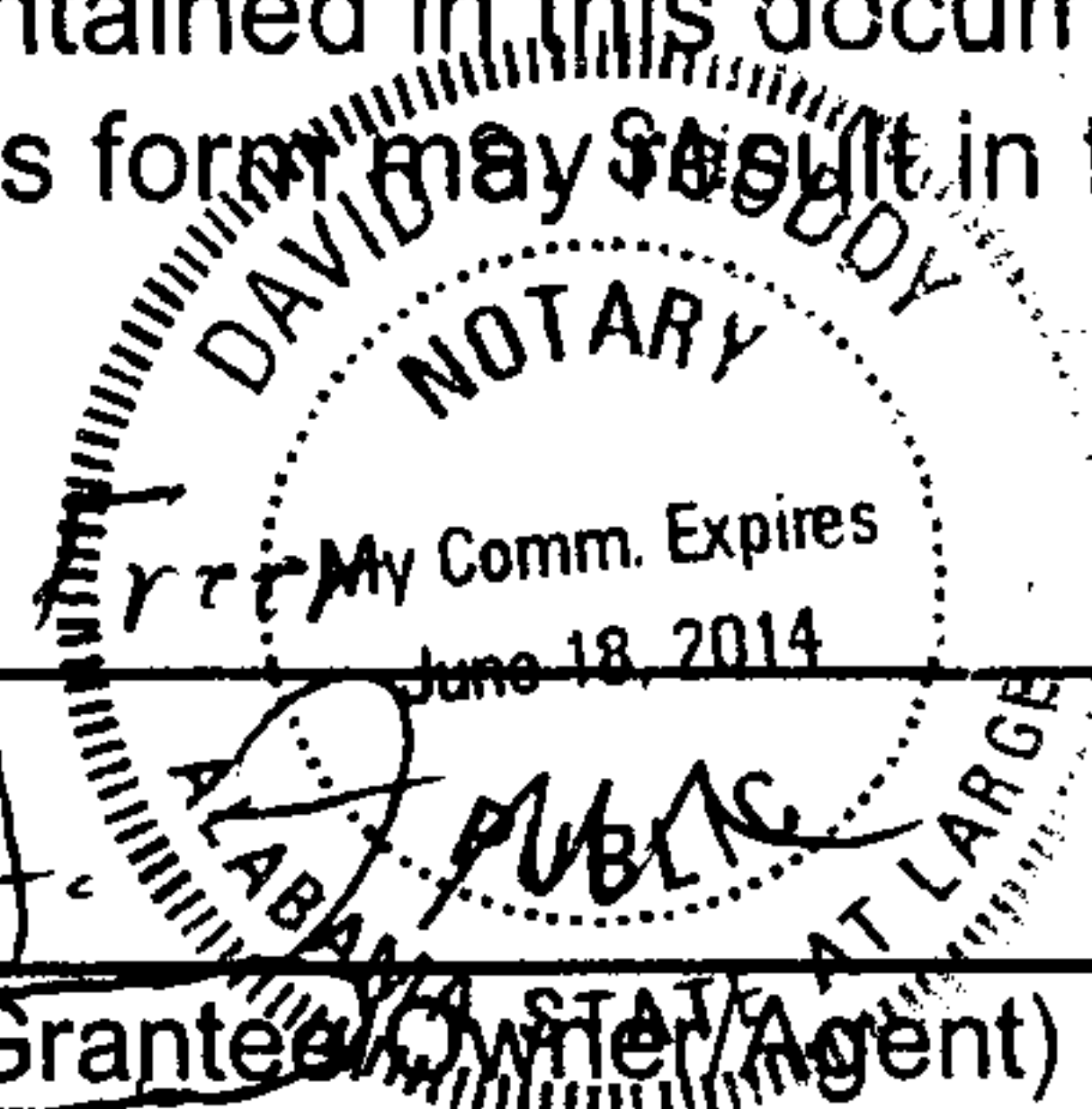
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

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 9/25/12
Unattested [Signature]
(verified by)

Print James A. Freer
Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one



Print Form

Form RT-1