

Prepared by Kelly Fleck, Esq.  
FDIC East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

Send Tax Notice to:  
Cadence Bank, N.A.  
17 20<sup>th</sup> Street North, Suite 300  
Birmingham, AL 35203



20121012000392690 1/12 \$685.00  
Shelby Cnty Judge of Probate, AL  
10/12/2012 10:31:07 AM FILED/CERT

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(Space above this line reserved for Recorder of Deeds certification)

## **RECEIVER'S DEED**

### **(Deed Without Covenant, Representation, or Warranty)**

This Receiver's Deed is entered into as of April 15, 2011, between the **FEDERAL DEPOSIT INSURANCE CORPORATION**, as **Receiver for Superior Bank, Birmingham, Alabama** (herein referred to as "Grantor"), whose address is 7777 Baymeadows Way West, Jacksonville, Florida 32256, having been placed in receivership on April 15, 2011, by the Office of Thrift Supervision, and **SUPERIOR BANK, N.A.**, (herein referred to as "Grantee"), whose address is 17 North 20<sup>th</sup> Street, Birmingham, Alabama 35203.

For the sum of Ten Dollars (\$10) and for other good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby **GRANT, SELL and CONVEY** to Grantee, 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might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in that tract or parcel of real estate situated in the County of Shelby, State of Alabama, identified as:

Lot 1, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, page 146, in the Probate Office of Shelby, County, Alabama.

together with all of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto (hereinafter collectively referred to as the "Subject Property"), 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, subject however to all liens, 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 Subject Property, 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 Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its execution and acceptance of delivery of this Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S 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 SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT 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 SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND 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 RECEIVER'S 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 execution and acceptance of delivery of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it 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 Subject Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, without covenant, representation, or warranty whatsoever, subject, however, 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, and whether in the body hereof or any exhibit hereto, 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.

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

This Receiver's Deed is executed pursuant to that certain Purchase and Assumption Agreement between Grantor and Grantee dated as of April 15, 2011.

  
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Shelby Cnty Judge of Probate, AL  
10/12/2012 10:31:07 AM FILED/CERT

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GRANTEE:

**SUPERIOR BANK, N.A.**

By: Charles Richard Summers

Name: Charles Richard Summers

Title: EVP/Dir. of Finance & Performance Management

Date: ~~February~~ <sup>June</sup> 5, 2012

WITNESS #1:


Janice Mosley  
Name: Janice Mosley

WITNESS #2:

Jane Dotson  
Name: Jane Dotson

STATE OF Alabama )  
 )  
COUNTY OF Jefferson )

This instrument was acknowledged before me on the 5th day of ~~February~~ <sup>June</sup>, 2012, by Charles Richard Summers, EVP/Dir. of Finance & Performance Management of **SUPERIOR BANK, N.A.**, on behalf of said entity who is personally known to me or who has produced a driver's license as identification.

  
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Carol S. Murcks  
Notary Public, State of AL  
Print Name: Carol S. Murcks

My Commission Expires: 10-6-14

**AFFIDAVIT OF MERGER**

**SUPERIOR BANK, NATIONAL ASSOCIATION AND  
CADENCE BANK, NATIONAL ASSOCIATION**

STATE OF ALABAMA                   §

COUNTY OF JEFFERSON           §

I, Jerry W. Powell, hereby certify that I am the Secretary of Cadence Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I further certify as follows:


1. Attached as Exhibit A is a true and correct copy of the official certification from the Office of the Comptroller of the Currency, Administrator of National Banks, dated November 18, 2011, certifying the merger of Superior Bank, National Association, Tampa, Florida, into Cadence Bank, National Association, Birmingham, Alabama, with Cadence Bank, National Association (Charter Number 3656) being the surviving charter of such merger, effective the close of business November 10, 2011.
2. As a result of the merger described above, Cadence Bank, National Association is the successor to Superior Bank, National Association.
3. The main office of Cadence Bank, National Association is 17 20<sup>th</sup> Street North, Birmingham, Alabama 35203.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of November, 2011.

Executed by:

  
\_\_\_\_\_  
Jerry W. Powell,  
Secretary

SUBSCRIBED AND SWORN TO before me this 18th day of November, 2011.

  
20121012000392690 6/12 \$685.00  
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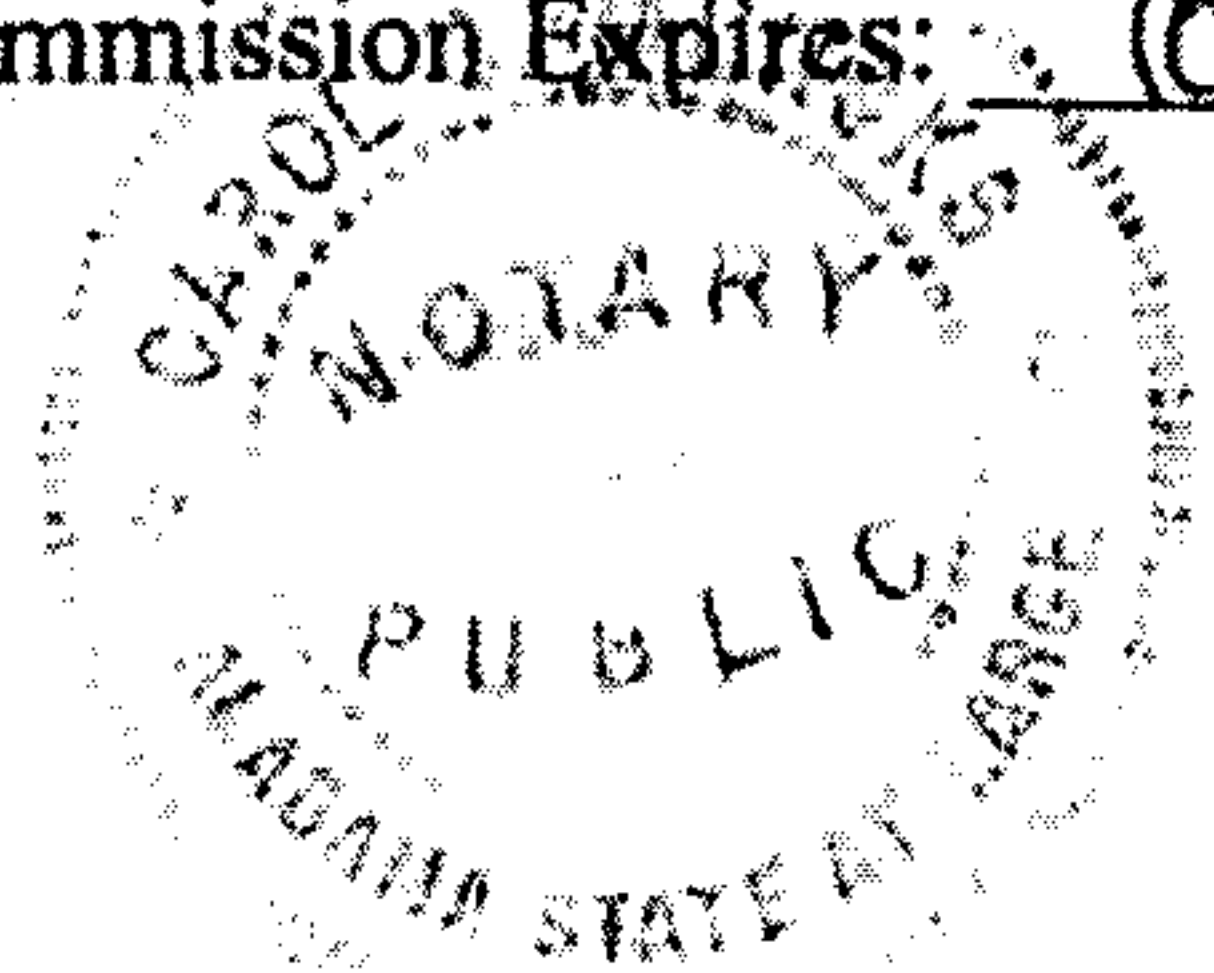
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 10-6-14  


EXHIBIT A



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**Comptroller of the Currency  
Administrator of National Banks**

---

Southern District Licensing  
1600 Lincoln Plaza  
500 North Akard  
Dallas, Texas 75201-3323

November 18, 2011

Annette L. Tripp  
Sutherland Asbill & Brennan LLP  
1001 First City Tower, Suite 3700  
Houston, TX 77002-6760

Re: Merger of Superior Bank, National Association, Tampa, Florida with and into Cadence Bank, National Association, Starkville, Mississippi and Relocation of Main Office to Birmingham, Alabama  
OCC Control No. 2011-SQ-02-0026

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Dear Ms. Tripp:

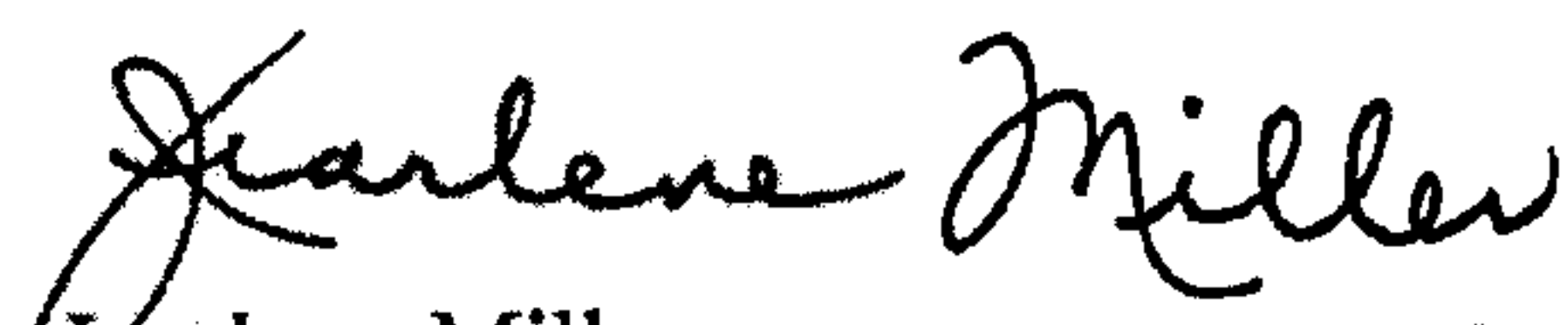
This letter is the official certification of the Comptroller of the Currency (OCC) to (1) merge Superior Bank, National Association, 4350 West Cypress Street, Tampa, Florida 33607 ("Superior") with and into Cadence Bank, National Association, 301 East Main Street, Starkville, Mississippi 39759 ("Cadence") and (2) to move Cadence's main office from 301 East Main Street, Starkville, Mississippi 39759 to 17 20<sup>th</sup> Street North, Birmingham, Alabama 35203, effective November 10, 2011. The resulting bank title is Cadence Bank, National Association, Charter Number 3656.

This is also the official authorization given to Cadence to operate both main offices and branches of Superior as branch offices. The newly authorized branches and OCC branch numbers are:

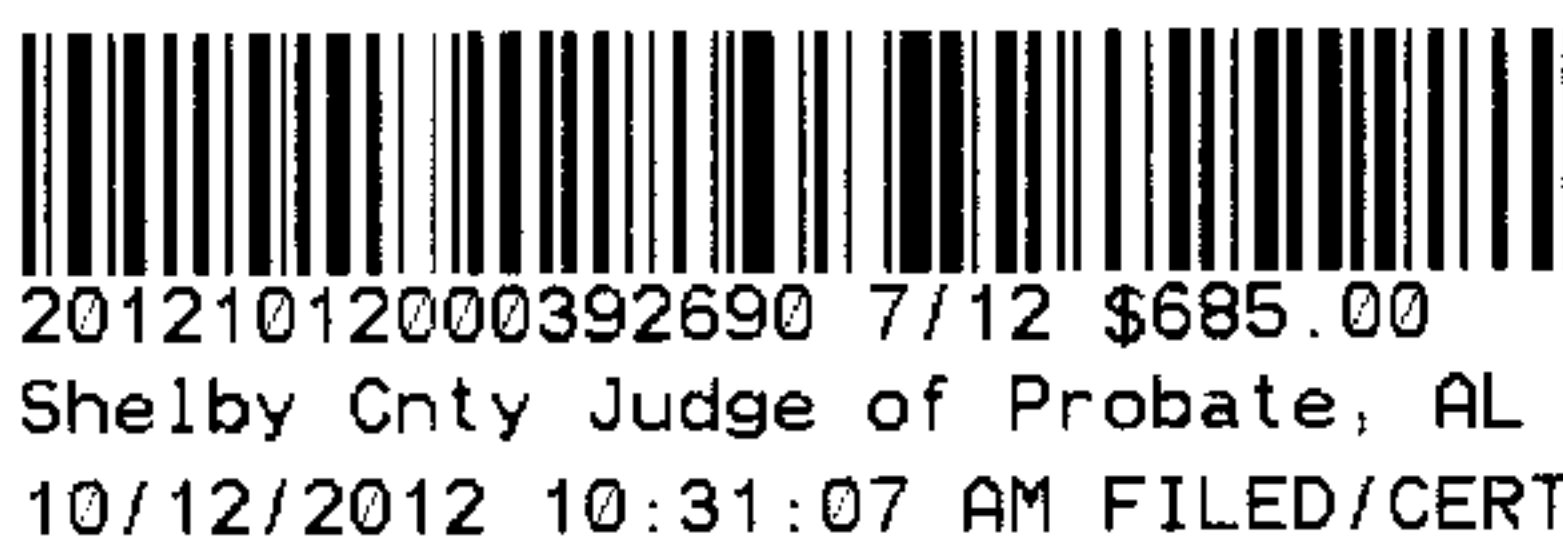
<u>Branch Number</u>	<u>Location</u>
151934A	301 East Main Street, Starkville, Mississippi
151935A	4350 West Cypress, Suite 102, Tampa, Florida

Branches of Superior are not listed since they are automatically carried over to Cadence and retain their current OCC branch numbers.

Sincerely,


  
Earlene Miller  
Senior Licensing Analyst

cc: Official File





Prepared by: Renee Marie Araujo, Esq.  
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(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 **MARK B. GILMAN** 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 **MARK B. GILMAN** as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants **MARK B. GILMAN** 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

After recording, please return to:  
FDIC

Limited Power of Attorney - INDIVIDUAL

Attn: Jackie Hutchins  
1601 Bryan St.  
Dallas, TX 75201-3430

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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 **September 13, 2011**, and shall continue in full force and effect through **September 12, 2013**, 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 16<sup>th</sup> day of AUGUST, 2011.

**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: [Signature]  
Name: **OPHELIA JONES**  
Title: Manager of Customer Service -  
East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

**Signed in the presence of:**

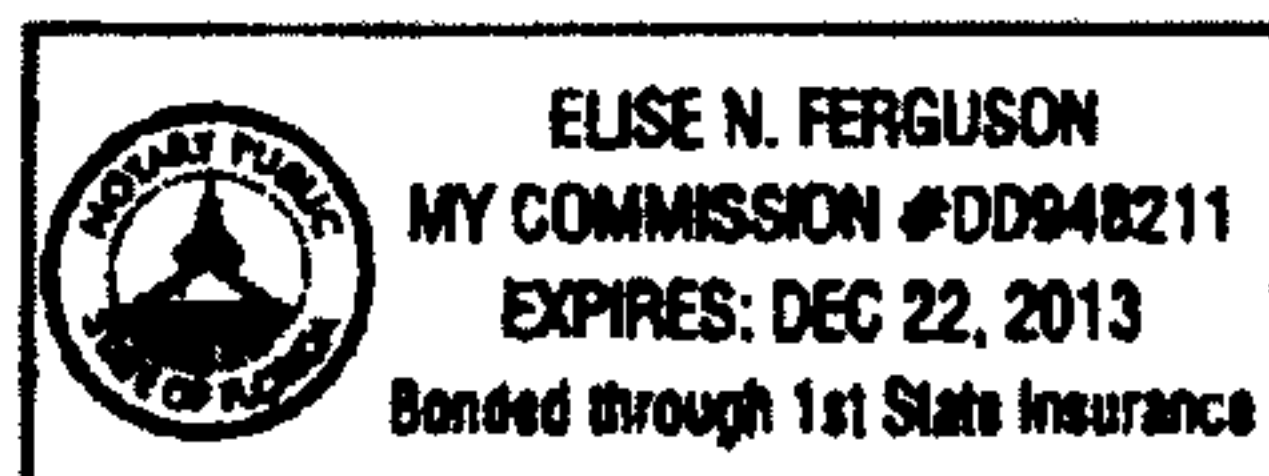
Witness: [Signature]  
Printed Name: Samuel R. Strangle

Witness: [Signature]  
Printed Name: Alwan D. Thomas

STATE OF FLORIDA }  
COUNTY OF DUVAL }

On this 16<sup>th</sup> day of August, 2011, 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: Elise N. Ferguson  
Commission No.: DD948211  
My Commission expires: Dec 22, 2013



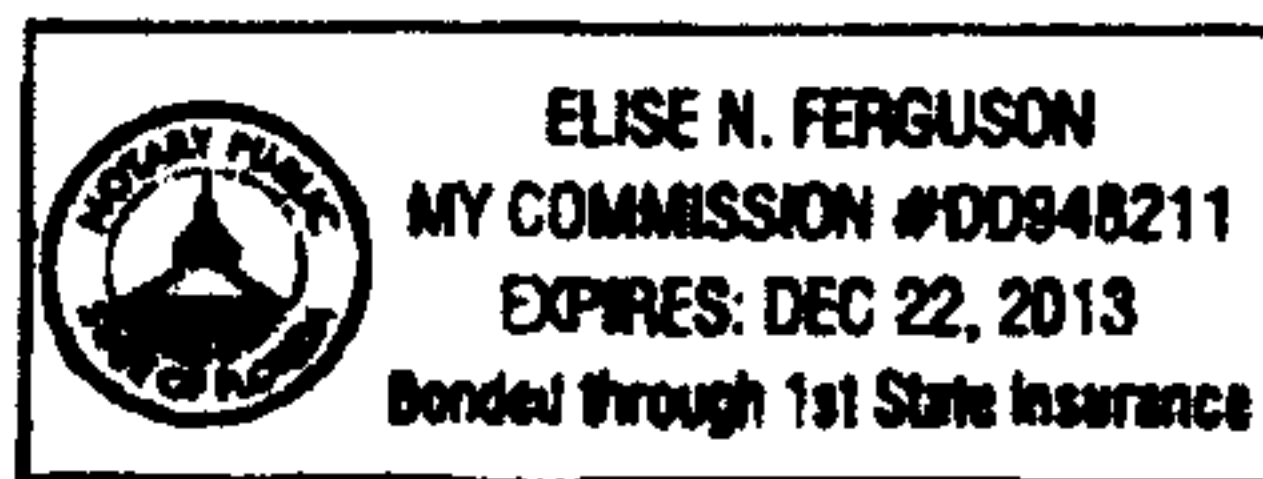
Shelby County, AL 10/12/2012  
State of Alabama  
Deed Tax: \$640.00

20121012000392690 11/12 \$685.00  
Shelby Cnty Judge of Probate, AL  
10/12/2012 10:31:07 AM FILED/CERT

STATE OF FLORIDA }  
COUNTY OF DUVAL }

On this 11<sup>th</sup> day of August, 2011, before me, a Notary Public in and for the State of Florida appeared Samuel R Stangle (witness #1) and Howard D Thomas (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]



Elise N. Ferguson  
Notary Public  
Printed Name of Notary: Elise N. Ferguson  
Commission No. : DD948211  
My Commission expires: Dec 22, 2013

CERTIFIED  
COPY OF  
ORIGINAL

TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DUVAL  
COUNTY CLERK'S OFFICE  
8/17/2011  
Signature Date

STATE OF FLORIDA  
DUVAL COUNTY  
I, THE UNDERSIGNED Clerk of the Circuit Court, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit Court of Duval County, Florida, and the same is in full force and effect.  
WITNESS my hand and seal of Clerk of Circuit Court of Duval County, Florida, this 10 day of August, 2011.  
JIM FULLER  
Clerk of Circuit and County Courts  
Duval County, Florida  
Page 4 of 4  
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 Federal Deposit Insurance  
Mailing Address Corporation, as Receiver to  
Superior Bank

Grantee's Name Superior Bank, N.A.  
Mailing Address (Now Confidence Bank, N.A.)

Property Address 164 Chelsea Point Drive  
Chelsea, AZ

Date of Sale 4/15/2012  
Total Purchase Price \$ 640,000

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 Porters Appraisal on value in final purchase  
of Fidelity Bank

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 10/9/2012

Print JEFFREY T. POWELL

☐ Unattested

Susan Rooney  
(verified by)

Sign [Signature]  
(Grantor/Grantee/Owner/Agent) circle one

of  
Grantee

Form RT-1