

Prepared by and ~~return to:~~  
FDIC c/o DOCU-FILE Inc. *Michael B. Schisen*  
3105 E. Skelly Drive, Suite 304  
Tulsa, Oklahoma 74105  
877-742-4994

Space above this line for Recorder's use only.

AMERICAN TITLE  
ORDER# *2268*

FDIC Asset No. 10471004759

8.13 +/- Acres on Old Hwy 280 & County Road 51, Westover, AL

Parcel ID's: 08-5-21-0001-031-002 and 08-4-20-0001-001.000

### SPECIAL WARRANTY DEED

STATE OF ALABAMA

§  
§

COUNTY OF SHELBY §

Shelby County, AL 08/26/2013  
State of Alabama  
Deed Tax: \$105.00

### RECITALS

WHEREAS, Frontier Bank of LaGrange (the "Institution"), acquired the Property by that certain Mortgage Foreclosure Deed recorded in Instrument No. 20090821000322540 of the official records of Shelby County, Alabama, on August 21, 2009; 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 ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto **MICHAEL SAMPSELL** ("Grantee"), whose address is 168 Country Manor Drive, Westover, AL 35147, that certain real property situated in SHELBY



County, ALABAMA, as described on 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, encumbrances, 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, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for 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 Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, 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 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 CONVEYANCE 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, 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 SPECIAL WARRANTY 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 Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other 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 other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, 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 forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, **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, 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 delivery of this Special Warranty 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 which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years 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.***



IN WITNESS WHEREOF, this Special Warranty Deed is executed on 17 JUNE, 2013.

Signed, sealed and delivered in the presence GRANTOR:  
of:

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
FRONTIER BANK OF LAGRANGE

By: 

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

Title: Attorney in Fact

**Raymond H. Fraser, Jr**  
"Attorney In Fact"

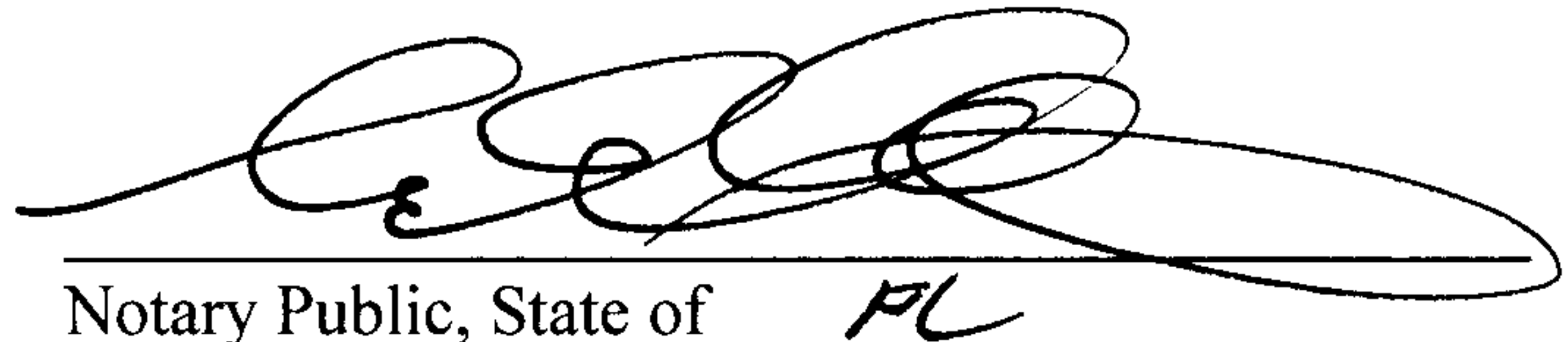
STATE OF FLORIDA §  
COUNTY OF DUVAL §

This instrument was ACKNOWLEDGED before me, on the 17 day of JUNE, 2013, by RAYMOND H. FRASER JR, Attorney in Fact for the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR FRONTIER BANK OF LAGRANGE**, on behalf of said entity.

[SEAL]

My Commission Expires:

S-12-14



Notary Public, State of FL

**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.





  
20130826000348320 5/8 \$140.00  
Shelby Cnty Judge of Probate, AL  
08/26/2013 12:29:16 PM FILED/CERT

EXHIBIT "B"

Permitted Encumbrances

NONE

  
20130826000348320 6/8 \$140.00  
Shelby Cnty Judge of Probate, AL  
08/26/2013 12:29:16 PM FILED/CERT

## EXHIBIT "A

Commence at the Southeast corner of Section 20, Township 19 South, Range 1 East, Shelby County, Alabama and run thence North 85 degrees 44 minutes 57 seconds West a distance of 433.16 feet to a point within the right of way of Old Highway 280; thence North 11 degrees 04 minutes 57 seconds West a distance of 80.35 feet to a found corner on the Northerly margin of Old Highway 280 and the point of beginning of the property being described; thence continue North 11 degrees 04 minutes 57 seconds West along an existing fence line a distance of 145.11 feet to a found corner; thence run North 06 degrees 14 minutes 53 seconds West along said fence line a distance 148.22 feet to a found corner; thence run North 19 degrees 21 minutes 03 seconds East along an existing fence line a distance of 316.13 feet to a found corner; thence run North 81 degrees 10 minutes 03 seconds East along said fence line a distance of 183.18 feet to a found corner; thence run South 59 degrees 48 minutes 57 seconds East a distance of 588.57 feet to a found corner on the West margin of Shelby County Highway No. 51; thence run South 35 degrees 29 minutes 03 seconds West along said margin of said Highway 51 a distance of 407.05 feet to a set rebar iron at the intersection of Highways 51 and Old 280; thence run North 88 degrees 44 minutes 47 seconds West along the Northerly margin of Old Highway 280 a distance of 514.34 feet to the point of beginning.

According to survey of S. M. Allen, RLS #12944, dated July 19, 2000.

Being all of that certain property conveyed to Frontier Bank, a Georgia Banking Corporation from Cheryl H. Oswalt, as Auctioneer, by deed dated August 21, 2009 and recorded August 21, 2009 as Instrument No. 20090821000322540 of official records.

 **SAMPELL**  
**47362901**

**AL**


**FIRST AMERICAN ELS**  
**SPECIAL WARRANTY DEED**



FDIC

DATE:
05/07/13
INITIALS:
ST - DAL

*WHEN RECORDED, RETURN TO:*  
*FIRST AMERICAN MORTGAGE SERVICES*  
*1100 SUPERIOR AVENUE, SUITE 200*  
*CLEVELAND, OHIO 44114*  
*NATIONAL RECORDING*

  
20130826000348320 7/8 \$140.00  
Shelby Cnty Judge of Probate, AL  
08/26/2013 12:29:16 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 FDIC as Receiver for Frontier Bank of LaGrange  
Mailing Address 1601 Bryan St, Energy Plaza  
Dallas, Texas 75201

Grantee's Name Michael Sampsell  
Mailing Address 168 Country Manor Drive  
Westover, AL 35147

Property Address Vacant Land described as  
8.13 acres Old Hwy 280 & CR 51,  
Westover, AL 35185

Date of Sale 06/21/2013

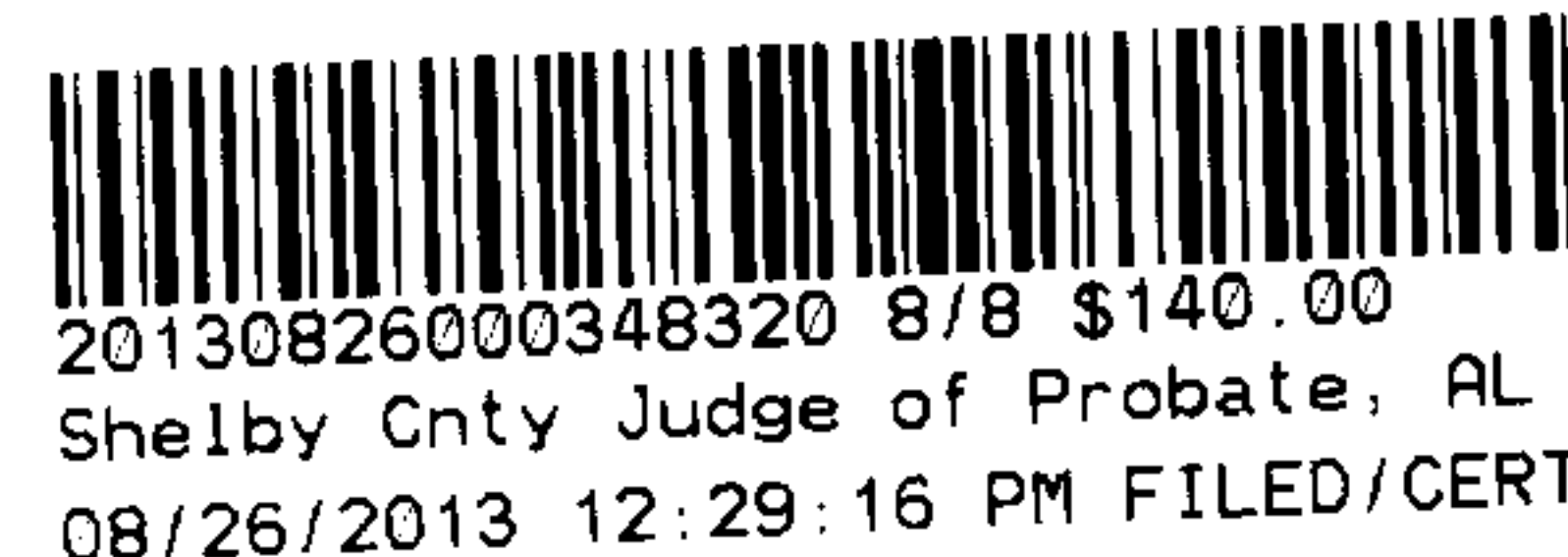
Total Purchase Price \$ 105,000.00

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 6/19/2013

Print MICHAEL SAMPSELL

☐ Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1