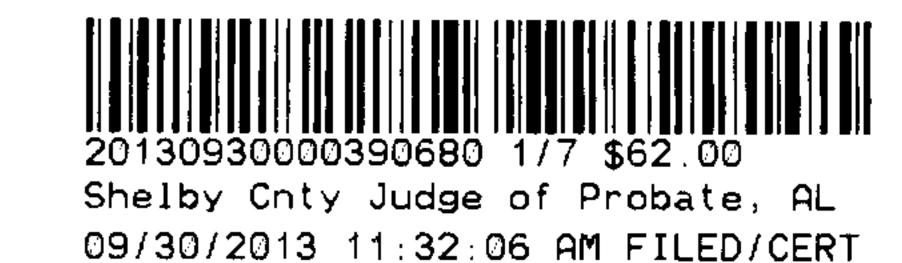
Prepared by:
Donald R. Harrison
Attorney at Law
169 South Broadnax Street
Dadeville, AL 36853



-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.

FIRST AMERICAN TITLE ORDER# 2005

FDIC Asset No. 10471004766 10 Lots Mountain Lake Subdivision, Alabaster, AL 35007

Parcel ID:

23-6-14-3-004-001.000; 23-6-14-3-004-002.000; 23-6-14-3-004-004.000; 23-6-14-3-004-016.000; 23-6-14-3-004-022.000; 23-6-14-3-004-024.000; 23-6-14-3-004-036.000; 23-6-14-3-004-040.000; 23-6-14-3-004-041.000;

STATE OF ALABAMA

8

COUNTY OF SHELBY

8

QUIT CLAIM DEED

(Without Covenant, Representation and Warranty)

RECITALS

WHEREAS, Frontier Bank of LaGrange (the "Institution"), acquired the Property by that certain Mortgage Foreclosure Deed dated December 14, 2007, recorded as Instrument No. 20071214000565130 of the official records of Shelby County, Alabama, on December 14, 2007; 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

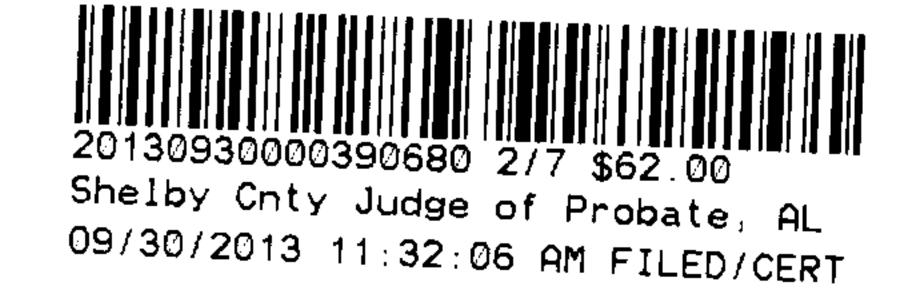
WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property.

QUIT CLAIM DEED - Page 1
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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 THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00), the receipt and sufficiency of which are hereby acknowledged, hereby RELEASES, CONVEYS and QUITCLAIMS, unto CHARLES G. KESSLER, JR. ("Grantee"), whose address is 3505 Bent River Rd., Birmingham, AL 35216, 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

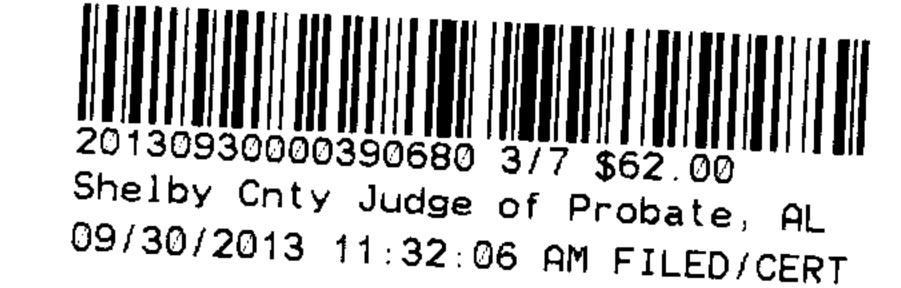
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AUTHORITY OR BODY, (E) THE TITLE, DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, 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.

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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.

47558065
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

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of	r has executed this Quit Claim Deed on this <u>f</u> da
WITNESSES:	GRANTOR:
Signature Print Name: Dolpho Dave	FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR FRONTIER BANK OF LAGRANGE
Signature Print Name: Elizabeth Carter	By: Zhald W. Doyle Printed Name: Gerald W. Doyle Title: ATTORNEY IN FACT
NOTARY A	ACKNOWLEDGMENT
STATE OF FOUNDA S COUNTY OF DUVAL S	
2013, by ESTALD DOYCE	DGED before me, on the
Notary Public, State of	
My Commission Expires: Mark A. Haines	NOTARY PUBLIC-STATE OF FLORIDA Mark A. Haines
Printed Name of Notary Public	Commission #DD991338 Expires: MAY 12, 2014 BONDED THRU ATLANTIC BONDING CO, INC.

20130930000390680 5/7 \$62.00 Shelby Cnty Judge of Probate, AL 09/30/2013 11:32:06 AM FILED/CERT

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EXHIBIT "A

Lots 1, 2, 4, 16, 22, 23, 24, 36, 40, & 41, according to Mountain Lake Subdivision, as recorded in Map Rook 31, Page 129, in the Probate Office of Shelby County, AL.

Being all of that certain property conveyed to Frontier Bank, a Georgia Banking Corporation from Cheryl H. Oswalt, as Auctioneer, by deed dated December 14, 2007 and recorded December 14, 2007 as Instrument No. 20071214000565130 of official records.

FDIC

DATE: 5/28/13

INITIALS: ST - DAL

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Real Estate Sales Validation Form

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

Grantor's Name Mailing Address	FDIC as Receiver for Frontier Bank of 1601 Bryan St, Energy Plaza Dallas, Texas 75201		Charles G. Kessler, Ir. 3505 Bent Rifver Rd. Birmingham, AL 35216	
Property Address	Vacant Land	Date of Sale	09/12/2013	
i i opcity i taai ooc	10 Lots Mountain Lake Subdivision	•		
•		or Actual Value or	\$	
•		Assessor's Market Value	\$	
The purchase price evidence: (check of Bill of Sale Sales Contract Closing State		this form can be verified in the entary evidence is not required to the second	red)	
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 <u>Code of Alabama 1975</u> § 40-22-1 (h).				
Date 9-10-13		Print Lisa Chalea	WC_	
Unattested	(verified by)	Sign Ma (Grantor/Grant	ee/Owner/Agent) circle one	

20130930000390680 7/7 \$62.00 Shelby Cnty Judge of Probate, AL 09/30/2013 11:32:06 AM FILED/CERT Form RT-1