


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

  
20130930000390680 1/7 \$62.00  
Shelby Cnty Judge of Probate, AL  
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FIRST AMERICAN TITLE  
ORDER# 2205 ST

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; 23-6-14-3-004-023.000; 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       §  
                                      §  
COUNTY OF SHELBY     §

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.

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Shelby County, AL 09/30/2013  
State of Alabama  
Deed Tax: \$30.00

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THAT MIGHT ARISE BY COMMON LAW AND ANY WARRANTIES CREATED BY STATUTE, AS THE SAME MAY BE HEREAFTER AMENDED OR SUPERSEDED, ARE EXCLUDED, all of Grantor's right, title and interest, if any, in and to that certain real property situated in SHELBY County, ALABAMA, described in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.**

 **KESSLER JR**  
**47558065**

**AL**

**FIRST AMERICAN ELS**  
**QUIT CLAIM DEED**



*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*

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IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed on this 5 day  
of SEPT, 2013.

WITNESSES:

Daphne Duce  
Signature  
Print Name: Daphne Duce

Elizabeth Carter  
Signature  
Print Name: Elizabeth Carter

GRANTOR:

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
FRONTIER BANK OF LAGRANGE

By: Gerald W. Doyle  
Printed Name: Gerald W. Doyle  
Title: ATTORNEY IN FACT

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA §  
COUNTY OF DUVAL §

This instrument was ACKNOWLEDGED before me, on the 5 day of SEPT,  
2013, by GERALD DOYLE, Attorney in Fact of the FEDERAL  
DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR FRONTIER BANK OF  
LAGRANGE, on behalf of said entity

[Signature]

[SEAL]


Notary Public, State of FL

My Commission Expires:

**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.

  
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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	FDIC as Receiver for Frontier Bank of LaGrange	Grantee's Name	Charles G. Kessler, Jr.
Mailing Address	1601 Bryan St, Energy Plaza	Mailing Address	3505 Bent River Rd.
	Dallas, Texas 75201		Birmingham, AL 35216
Property Address	Vacant Land	Date of Sale	09/12/2013
	10 Lots Mountain Lake Subdivision	Total Purchase Price	\$ 30,000.00
		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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> Closing Statement	<input type="checkbox"/> Quit Claim Deed

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 9-16-13

Print Lisa Chalcraft

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

☐ Unattested  
(verified by)



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Form RT-1