

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

Shelby County, AL 10/18/2013
State of Alabama
Deed Tax: \$26.00

Return to:
DOCU-FILE Inc.
3105 E. Skelly Drive, Suite 304
Tulsa, Oklahoma 74105
877-742-4994

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FIRST AMERICAN TITLE
ORDER# 228843

FDIC Asset No. 10471004778
2.02 Ac Old Hwy 280, Chelsea, AL 35043

Parcel ID: 09-7-26-0001-029.000

STATE OF ALABAMA §
COUNTY OF SHELBY §

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

QUIT CLAIM DEED
(Without Covenant, Representation and Warranty)

RECITALS

WHEREAS, Frontier Bank (the "Institution"), acquired the Property by that certain Mortgage Foreclosure Deed recorded August 21, 2009 as Instrument No. 20090821000322530 of the official records of Shelby County, Alabama, on October 22, 2011; 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 the sum of TWENTY SIX THOUSAND AND NO/100 DOLLARS (\$26,000.00), the receipt and sufficiency of which

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VAN DAM
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AL
FIRST AMERICAN ELS
QUIT CLAIM DEED

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are hereby acknowledged, hereby RELEASES, CONVEYS and QUITCLAIMS, unto RON VAN DAM ("Grantee"), whose address is 139 30th Avenue, Jasper MINN 56144, 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THAT MIGHT ARISE BY COMMON LAW AND ANY WARRANTIES CREATED BY STATUTE, AS THE SAME MAY BE HEREAFTER AMENDED OR SUPERSEDED, ARE EXCLUDED, all of Grantor's right, title and interest, if any, in and to that certain real property situated in SHELBY County, ALABAMA, described in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 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

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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.

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IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed on this 27 day of SEPT, 2013.

WITNESSES:

Signature

Print Name:

Signature

Print Name:

GRANTOR:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
FRONTIER BANK

By:

Printed Name:

Title:

ATTORNEY IN FACT

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA §
COUNTY OF DUVAL §

This instrument was ACKNOWLEDGED before me, on the 27 day of SEPT, 2013, by SHIRLEY A. HART, Attorney in Fact of the FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR FRONTIER, on behalf of said entity.

Notary Public, State of FL

My Commission Expires:

Mark A. Haines
Printed Name of Notary Public

[SEAL]

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"

Commence at the Northeast corner of the SE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 1 West of the Huntsville Meridian; proceed South along the East line of said 1/4 1/4 Section for a distance of 501 feet to the Southerly right of way of Old Highway 280 (formerly known as Florida Short Route); turn an angle to the right of 85 deg. 48 min. 59 sec. and proceed along said right of way for a distance of 350 feet to the point of beginning; turn an angle to the left of 85 deg. 48 min. 59 sec. and proceed for a distance of 420.00 feet; turn an angle to the right of 85 deg. 48 min. 59 sec. and proceed for a distance of 210.00 feet; turn an angle to the right of 94 deg. 11 min. 01 sec. and proceed for a distance of 420.00 feet to said right of way; turn an angle to the right of 85 deg. 48 min. 59 sec. and proceed along said right of way for a distance of 210.00 feet to the point of beginning.

Less and except any portion of subject property lying within a road right of way.

Being all of that certain property conveyed to Frontier Bank, a Georgia bank corporation from Cheryl H. Oswalt, as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgage, by deed dated August 21, 2009 and recorded August 21, 2009 as Instrument No. 20090821000322530 of official records.

FDIC

DATE: 05/07/13

INITIALS: ST - DAL




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Revision Date: March 8, 2013

Prepared by: Renee Marie Araujo, Esq.
FDIC East Coast Temporary Satellite Office
7777 Baymeadows Way West
Jacksonville, FL 32256


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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."

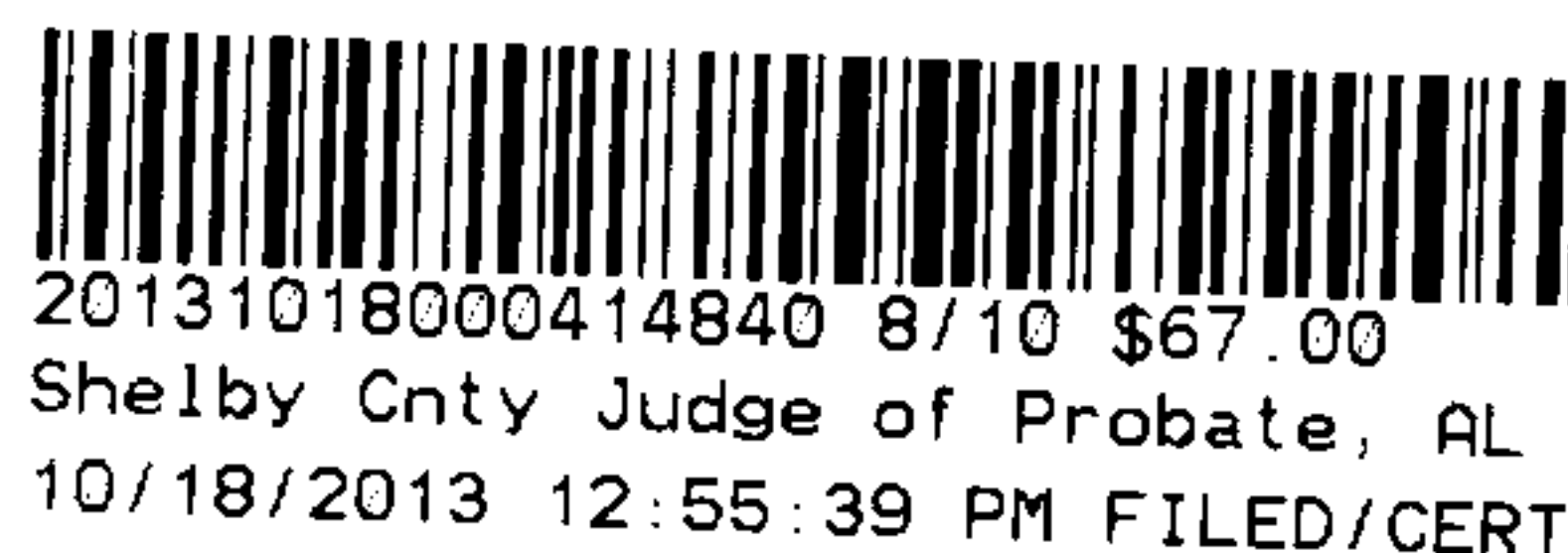
WHEREAS, the FDIC desires to designate **SHIRLEY A. HURT** as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

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 **SHIRLEY A. HURT** as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants **SHIRLEY A. HURT** 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



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 **July 31, 2012**, and shall continue in full force and effect through **July 30, 2014**, 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 18 day of June, 2012.

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: Lonell M. Jones

Witness: [Signature]
Printed Name: Joyce Lassier

STATE OF FLORIDA }
COUNTY OF DUVAL }

On this 18 day of June, 2012, 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]

NOTARY PUBLIC-STATE OF FLORIDA
Eddy O. Betancourt
Commission # DD937749
Expires: NOV. 02, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public
Printed Name of Notary: Eddy O. Betancourt
Commission No.: DD937749
My Commission expires: Nov 02, 2013



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STATE OF FLORIDA }
COUNTY OF DUVAL }

On this 18 day of June, 2012, before me, a Notary Public in and for the State of Florida appeared Lonnell M. Jones (witness #1) and Joyce Lussier (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]

NOTARY PUBLIC-STATE OF FLORIDA
Eddy O. Betancourt
Commission # DD937749
Expires: NOV. 02, 2013
BONDED THRU ATLANTIC BONDING CO, INC

Eddy O. Betancourt
Notary Public
Printed Name of Notary: EDDY O Betancourt
Commission No. : DD937749
My Commission expires: NOV 02, 2013

CERTIFIED
COPY OF
ORIGINAL

TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DUVAL
COUNTY CLERK'S OFFICE
Eddy O. Betancourt 6-19-12
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 for Duval County, Jacksonville, Florida, this the 19 day of JUNE, A.D. 2012

JIM FULLER
Clerk, Circuit and County Courts
Duval County, Florida
By [Signature]
Deputy Clerk