

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


20131018000414920 1/10 \$45.00
Shelby Cnty Judge of Probate, AL
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Shelby County, AL 10/18/2013
State of Alabama
Deed Tax: \$4.00

Space above this line for Recorder's use only.

FIRST AMERICAN TITLE
ORDER# 2302 *Sci*

FDIC Asset No. 10471004793
129 Pure Leaf Drive, Lot 5, Westover, AL 35186

Parcel ID: 16-2-04-0000-011-007

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 dated October 22, 2011, recorded as Instrument No. 20111027000321660 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 FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), the receipt and sufficiency of which are

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 VAN DAM
47649321
FIRST AMERICAN ELS
QUIT CLAIM DEED


AL

hereby acknowledged, hereby RELEASES, CONVEYS and QUITCLAIMS, unto KEVIN D. VAN DAM ("Grantee"), whose address is 5110 Old Hwy 280, Westover, AL 35147, 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THAT MIGHT ARISE BY COMMON LAW AND ANY WARRANTIES CREATED BY STATUTE, AS THE SAME MAY BE HEREAFTER AMENDED OR SUPERSEDED, ARE EXCLUDED, all of Grantor's right, title and interest, if any, in and to that certain real property situated in SHELBY County, ALABAMA, described in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

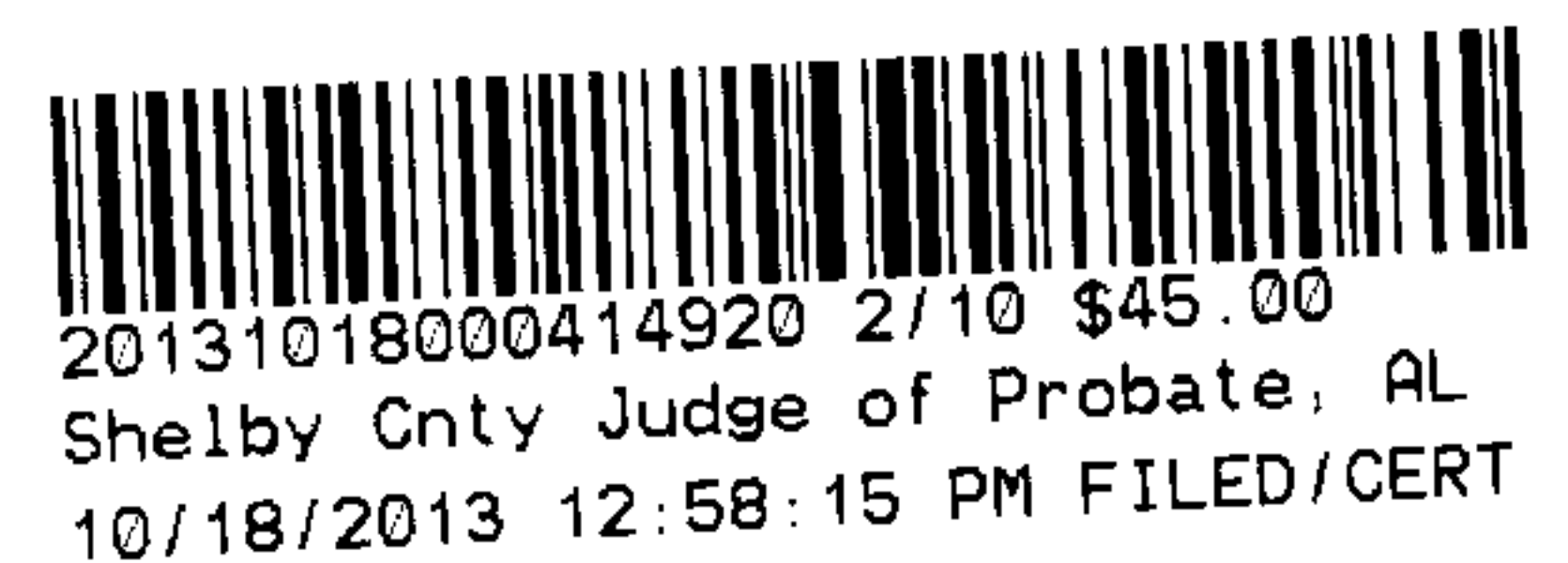
QUIT CLAIM DEED – Page 2

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pg 2



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.

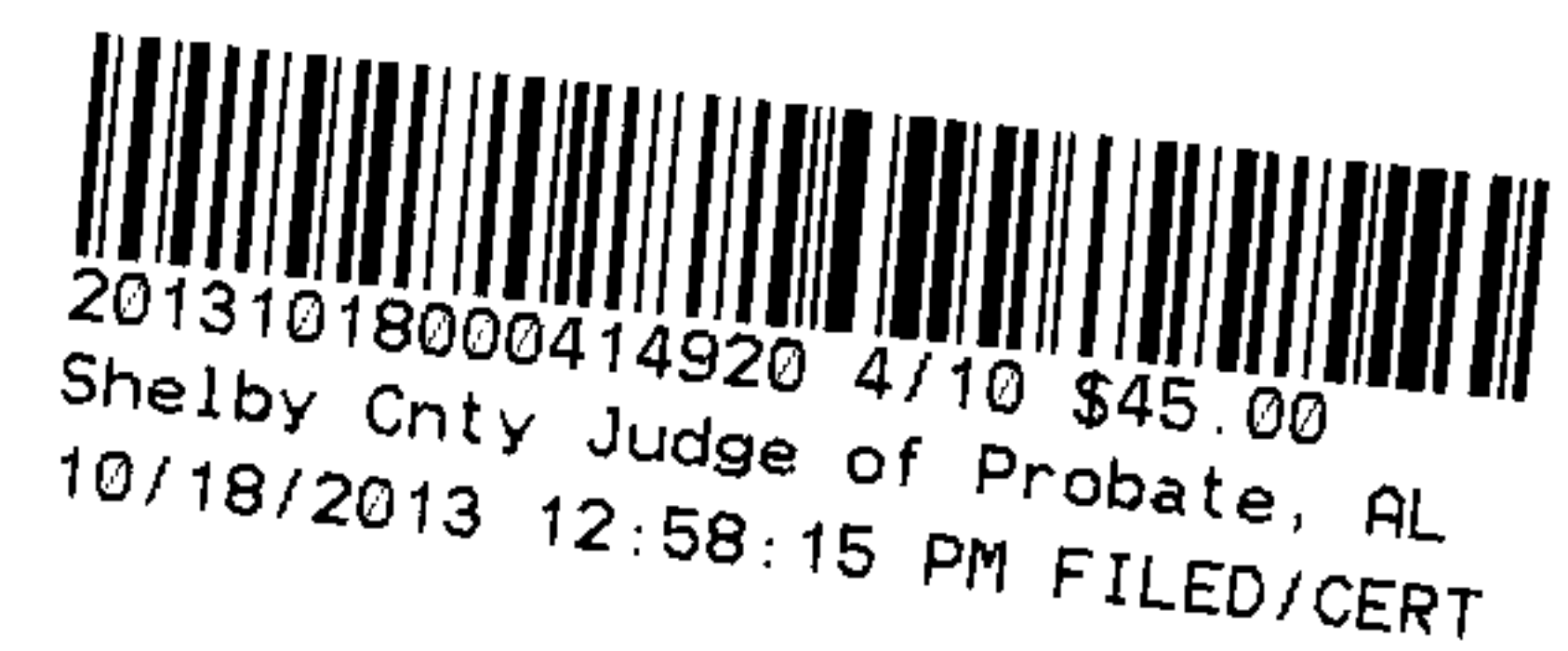
Further, by its acceptance of delivery of this Quitclaim Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, the Institution and the Federal Deposit Insurance Corporation (the "FDIC") in any and all of its various capacities, and their respective employees, officers, 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.

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.



IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed on this 6 day of SEPT, 2013.

WITNESSES:

Signature

Print Name: KATHERINE J. ABSHER

Signature

Print Name: Robert P. Norwood

GRANTOR:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
FRONTIER BANK

By:

John C. Harris

Printed Name: ATTORNEY IN FACT

Title:

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA §
COUNTY OF DUVAL §

This instrument was ACKNOWLEDGED before me, on the 6 day of SEPT, 2013, by John C. Harris, 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

[S E A L]

NOTARY PUBLIC-STATE OF FLORIDA

Mark A. Haines

Commission #DD991338

Expires: MAY 12, 2014

BONDED THRU ATLANTIC BONDING CO., INC.

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QUIT CLAIM DEED - Page 5

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PS

EXHIBIT "A"

Lot 5, according to the Final Plat of Yellow Leaf Farms, as recorded in Map Book 29, Page 134, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Being all of that certain property conveyed to Frontier Bank from Burt W. Newsome, as Auctioneer by deed dated October 27, 2011 and recorded October 27, 2011 as Instrument No. 20111027000321660 of official records.

FDIC

DATE: 5/02/2013
INITIALS: DB



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QUIT CLAIM DEED – Page 6

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pg 6

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

mail to:
Docu-File Inc
3105 East Skelly Dr Ste 304
Tulsa, OK 74105
FIRST AMERICAN TITLE
ORDER# 2302467
Sol


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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 **JOHN C. HARRIS** as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

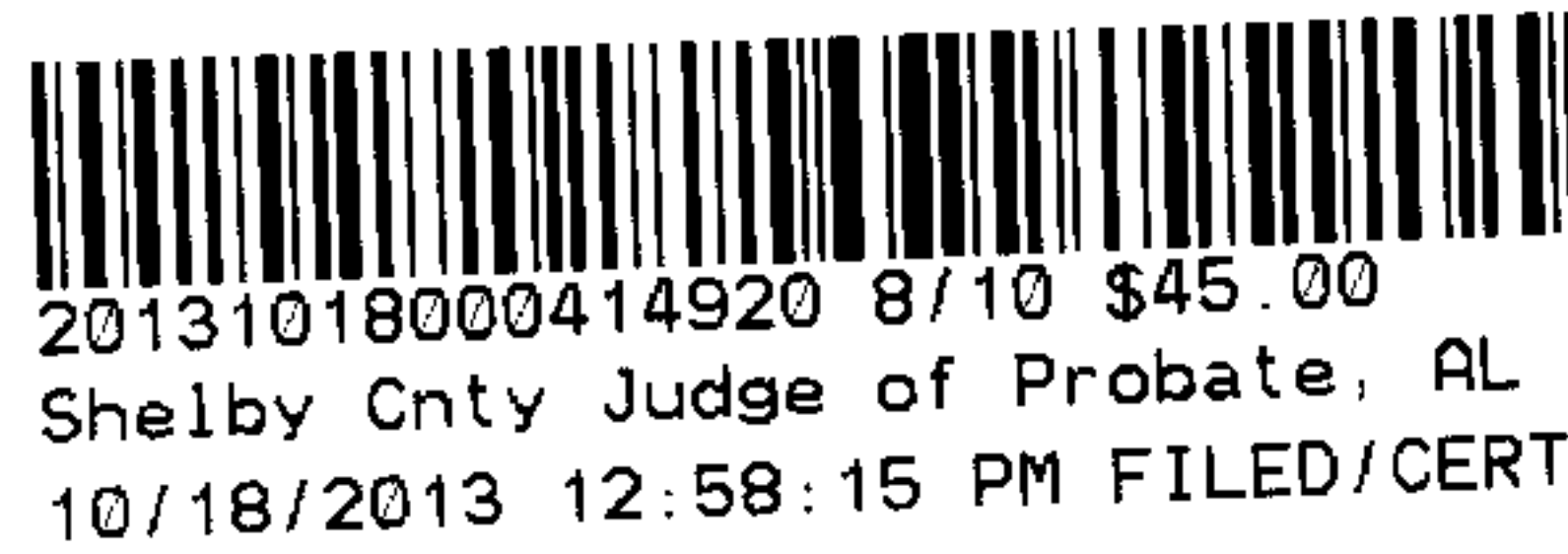
WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW, THEREFORE, the FDIC appoints **JOHN C. HARRIS** as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants **JOHN C. HARRIS** 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

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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 **May 9, 2012**, and shall continue in full force and effect through **May 8, 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 29th day of MARCH, 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: Gary Campbell

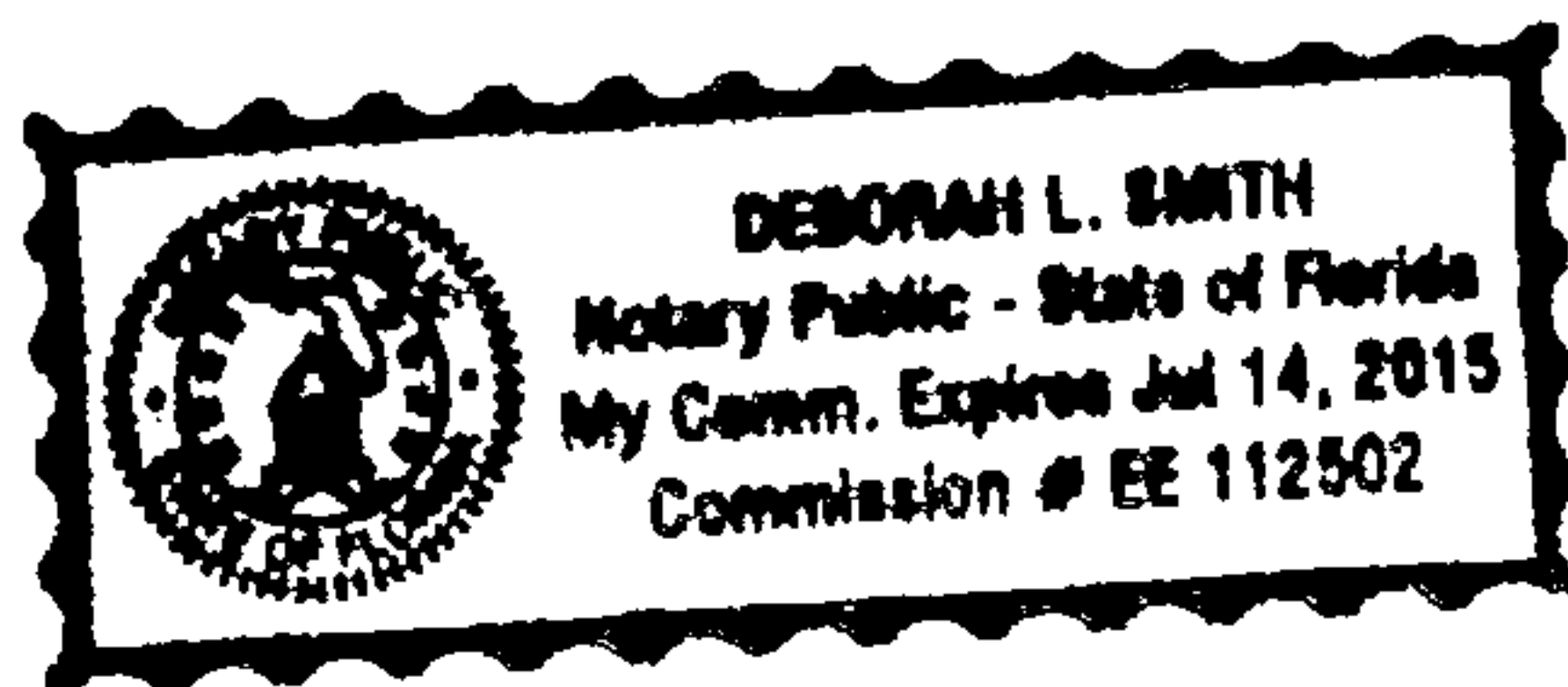
Witness: [Signature]
 Printed Name: BENARA V. YOUNG

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 Shelby Cnty Judge of Probate, AL
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STATE OF FLORIDA }
 }
 COUNTY OF DUVAL }

On this 29th day of MARCH, 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]



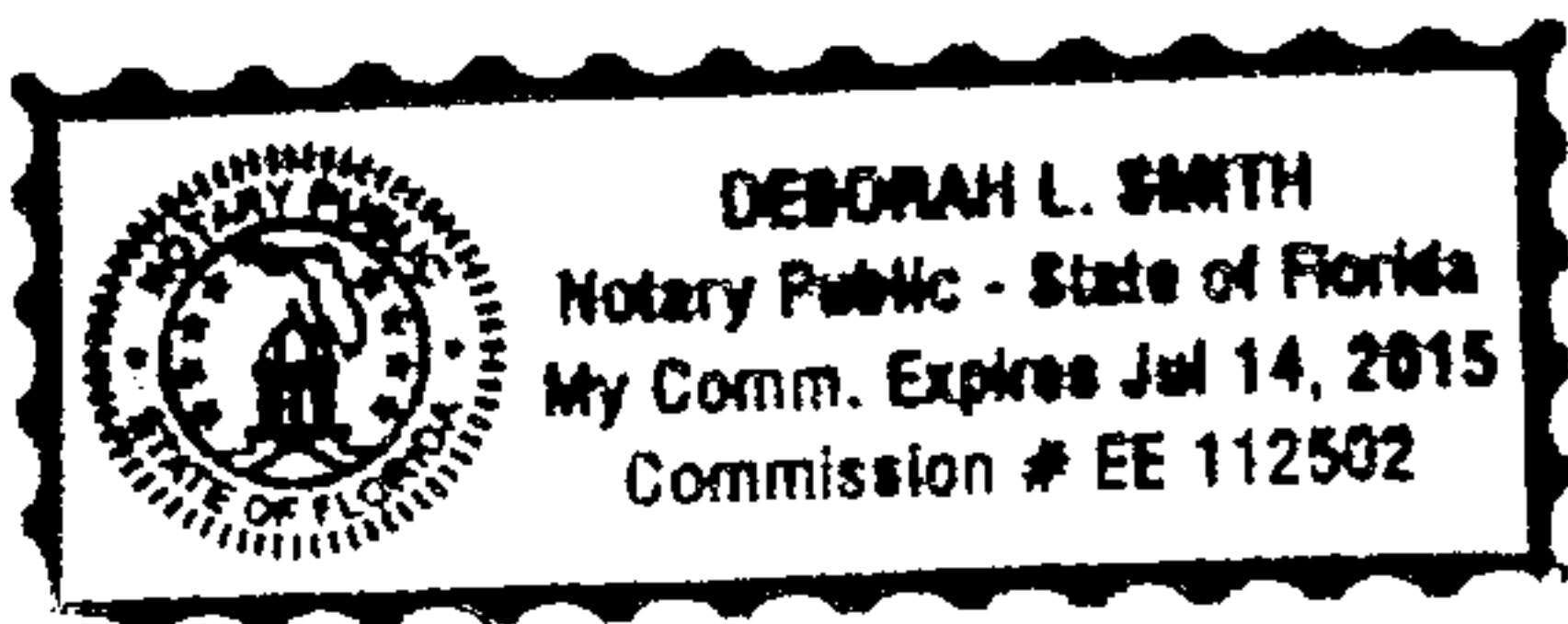
[Signature]
 Notary Public
 Printed Name of Notary: DEBORAH L. SMITH
 Commission No.: EE 112502
 My Commission expires: 7-14-2015

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STATE OF FLORIDA }
 COUNTY OF DUVAL }

On this 29th day of March, 2012, before me, a Notary Public in and for the State of Florida appeared Gary Campbell (witness #1) and Beneva V. Young (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]



Deborah L. Smith
 Notary Public
 Printed Name of Notary: Deborah L. Smith
 Commission No.: EE 112502
 My Commission expires: 7-14-2015

**CERTIFIED
 COPY OF
 ORIGINAL**

20131018000414920 10/10 \$45.00
 Shelby Cnty Judge of Probate, AL
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**TRUE AND CORRECT
 COPY OF ORIGINAL
 FILED IN DUVAL
 COUNTY CLERK'S OFFICE**

[Signature] February 13, 2013
 Signature Date

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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 the 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 at Jacksonville, Florida, this 29th day of March A.D. 2012

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