


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

~~Return to after recording:~~

DOCU-FILE Inc.
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20131024000421090 1/12 \$137.00
Shelby Cnty Judge of Probate, AL
10/24/2013 01:31:23 PM FILED/CERT

~~NOT AMERICAN TITLE~~
ORDER# 2303AS

Space above this line for Recorder's use only.

FDIC Asset No. 10471004764
103 Pure Leaf Drive, Wilsonville, AL 35186

Parcel ID's: 16 2 04 0 000 011.022

SPECIAL WARRANTY DEED

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

Shelby County, AL 10/24/2013
State of Alabama
Deed Tax: \$90.00

RECITALS

WHEREAS, FRONTIER BANK, LaGrange, Georgia (the "Institution"), acquired the Property by that certain Mortgage Foreclosure Deed recorded as Instrument No. 20100614000188720 of the official records of Shelby County, Alabama, on June 14, 2010; and

WHEREAS, the Institution was closed by The Georgia Department of Banking and Finance on April 26, 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, Dallas, Texas 75201, for and in consideration of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY

unto **PETER R. PANIZZI, a married person** ("Grantee"), whose address is 3242 Highway 55, Wilsonville, AL 35186, that certain real property situated in SHLEBY 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.

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Shelby Cnty Judge of Probate, AL
10/24/2013 01:31:23 PM FILED/CERT

IN WITNESS WHEREOF, this Special Warranty Deed is executed on 8 OCT, 2013.

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

**FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
FRONTIER BANK**

By: Gerald W Doyle
Printed Name: Gerald W. Doyle
Title: Attorney in Fact **ATTORNEY IN FACT**

STATE OF FLORIDA §
COUNTY OF DUVAL §

This instrument was ACKNOWLEDGED before me, on the 8 day of OCT, 2013, by GERALD W. DOYLE, Attorney in Fact for the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR FRONTIER BANK**, on behalf of said entity.

[SEAL]

My Commission Expires:

5-12-14



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.



20131024000421090 5/12 \$137.00
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EXHIBIT "A"



Lot 20, according to the Final Plat of Yellow Leaf Farms as recorded in Map Book 39, Page 134, in the Probate Office of Shelby County, Alabama.

Being all of that certain property conveyed to Frontier Bank from William C. Byrd, II, as Auctioneer, by deed dated June 14, 2010 and recorded June 14, 2010 as Instrument No. 20100614000188720 of official records.

FDIC


DATE: 05/07/13

INITIALS: ST - DAL

 PANIZZI
47690513
FIRST AMERICAN ELS
WARRANTY DEED


AL

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


20131024000421090 6/12 \$137.00
Shelby Cnty Judge of Probate: AL
10/24/2013 01:31:23 PM FILED/CERT


page 6

Revision Date: March 8, 2013

EXHIBIT "B"
Permitted Encumbrances

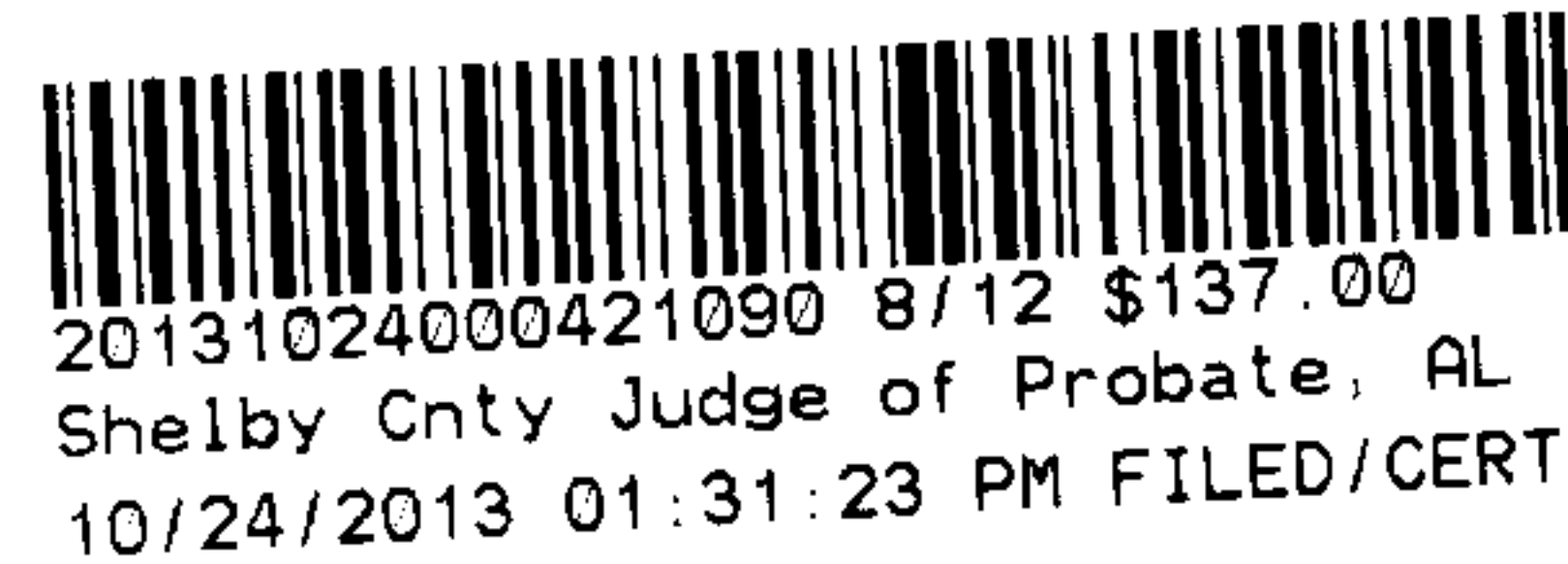
Covenants, conditions, restrictions, building setback lines, easements and other provisions as contained in Map Yellow Leaf Farms as recorded in Map Book 39, Page 134 in the Official Records of SHELBY County, AL.

A document entitled "Ordinance No. 2009-10-06-164" recorded February 24, 2010 as Instrument No. 20100224000056000 of Official Records


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Shelby Cnty Judge of Probate, AL
10/24/2013 01:31:23 PM FILED/CERT

Page 7

Prepared by: Monica R. Cosentino-Benedict, Esq.
FDIC East Coast Temporary Satellite Office
8800 Baymeadows Way West
Jacksonville, FL 32256



(Leave Blank Above this Line for Recording Information)
(Space above this line must be at least 3 Inches)

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."

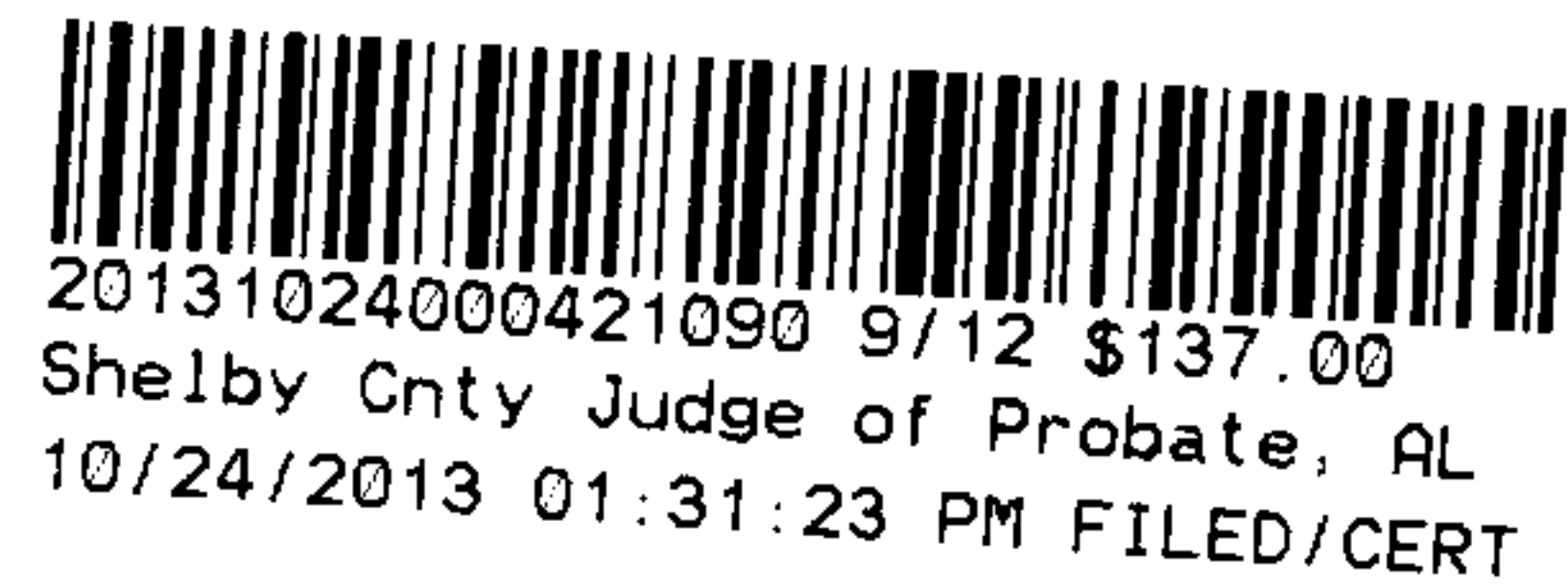
WHEREAS, the FDIC desires to designate **GERALD W. DOYLE** as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

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 **GERALD W. DOYLE** as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants **GERALD W. DOYLE** 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 **August 15, 2013**, and shall continue in full force and effect through **April 5, 2014**, unless otherwise terminated by any official of the FDIC authorized to do so by the Board of Directors of the FDIC.

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 8th day of August, 2013.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: [Signature]
 Name: **OPHELIA JONES**
 Title: Manager of Customer Service -
 East Coast Temporary Satellite Office
 8800 Baymeadows Way West
 Jacksonville, FL 32256


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 Shelby Cnty Judge of Probate, AL
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Signed in the presence of:

Witness: [Signature]
 Printed Name: Pamela Dickson

Witness: [Signature]
 Printed Name: EDDY J. Betancourt

STATE OF FLORIDA }
 }
 COUNTY OF DUVAL }

On this 8th day of August, 2013, 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
 Samuel R. Stangle
 Commission # DD937703
 Expires: NOV. 02, 2013
 BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
 Notary Public
 Printed Name of Notary: Samuel R. Stangle
 Commission No.: DD937703
 My Commission expires: Nov. 02, 2013

STATE OF FLORIDA }
 }
 COUNTY OF DUVAL }

On this 8th day of August, 2013, before me, a Notary Public in and for the State of Florida appeared Pamela Dickson (witness #1) and EDDY C. Betancourt (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
 Samuel R. Stangle
 Commission #DD937703
 Expires: NOV. 02, 2013
 BONDED THRU ATLANTIC BONDING CO., INC.

Samuel R. Stangle
 Notary Public
 Printed Name of Notary: Samuel R. Stangle
 Commission No. : DD937703
 My Commission expires: NOV. 02, 2013

CERTIFIED
 COPY OF
 ORIGINAL

TRUE AND CORRECT
 COPY OF ORIGINAL
 FILED IN DUVAL
 COUNTY CLERK'S OFFICE
August 8, 2013
 Date
[Signature]
 Signature

20131024000421090 11/12 \$137.00
 Shelby Cnty Judge of Probate, AL
 10/24/2013 01:31:23 PM FILED/CERT

STATE OF FLORIDA
 DUVAL COUNTY
 I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 4 pages, is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.
 WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 8 day of August, 2013.
RONNIE FUSSELL
 Clerk, Circuit and County Courts
 Duval County, Florida
 By [Signature]
 Deputy Clerk

Real Estate Sales Validation Form

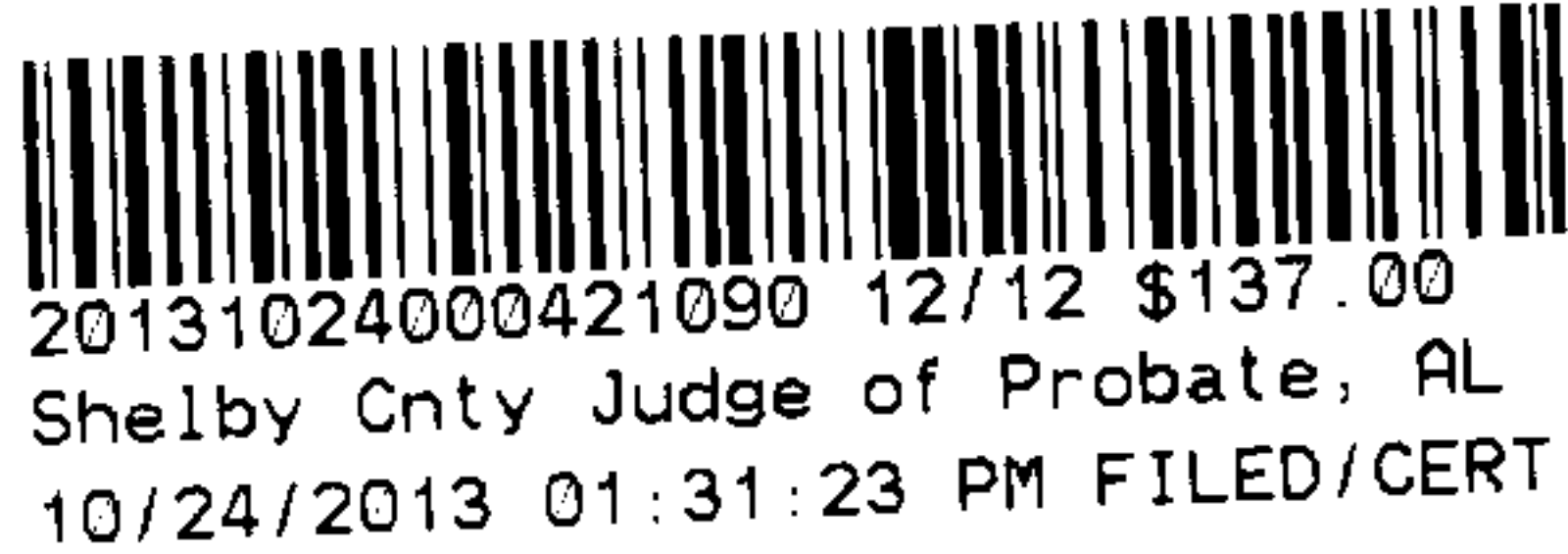
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name FDIC as Receiver for Frontier Bank
Mailing Address 1601 Bryan St, Energy Plaza
Dallas, Texas 75201

Grantee's Name Peter R. Panizzi
Mailing Address J3242 Highway 55
Wilsonville, AL 35186

Property Address 103 Pure Leaf Drive
Wilsonville, AL 35186

Date of Sale 10/8/2013
Total Purchase Price \$ 90,000.00



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 ☐ Appraisal
☐ Sales Contract ☐ Other ☐ Warranty Deed
☐ Closing Statement

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 10-8-2013

Print FDIC as Receiver for Frontier Bank

Sign Gerald W. Doyle **Gerald W. Doyle**
ATTORNEY IN FACT
(Grantor/Grantee/Owner/Agent) circle one

Unattested (signature)
(verified by)
Mark A. Haines

Form RT-1