

Recording requested by
and when recorded return to:

~~Atty. Sanders & Williams~~
4501 Pine Tree Circle
Vestavia Hills, AL 35243


Asset No. 10471004725

Send Tax Notice To:
John Douglas
17 Hwy 57
Vincent, AL 35178

_____ space above this line for Recorder's use only

SPECIAL WARRANTY DEED

STATE OF ALABAMA §
§
COUNTY OF SHELBY §


20131115000448980 1/7 \$747.00
Shelby Cnty Judge of Probate, AL
11/15/2013 11:43:45 AM FILED/CERT

RECITALS

WHEREAS, FRONTIER BANK
(the "Institution"), acquired the Property by that certain MORTGAGE FORECLOSURE DEED dated
FEBRUARY 4, 2011, and recorded in Volume *, Page _____ of the records of
SHELBY County, ALABAMA, on FEBRUARY 4, 2011; and
*Instrument # 20110204000040880

WHEREAS, the Institution was closed by Georgia Department of Bank 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,
Dallas, Texas 75201, for and in consideration of SEVEN HUNDRED AND FIFTEEN
THOUSAND AND NO/100 DOLLARS (\$715,000.00), the receipt and
sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these
presents does GRANT, SELL and CONVEY unto JOHN DOUGLAS

_____ ("Grantee"), whose address is
17 HIGHWAY 57, that certain real
property situated in SHELBY 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,

Special Warranty Deed (Cash) - Page 2
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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

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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.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on 1, Nov 2013

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for FRONTIER BANK

By: Shirley A. Hurt

Name: ATTORNEY IN FACT

Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF FLORIDA §
COUNTY OF DUVAL §

This instrument was acknowledged before me on the 1 day of NOV, 2013
by Shirley A. Hurt, Attorney in Fact of the Federal Deposit Insurance
Corporation, as Receiver for FRONTIER BANK, on behalf of said
entity.

Notary Public, State of FL

Mark A. Haines

NOTARY PUBLIC-STATE OF FLORIDA

Mark A. Haines

Commission #DD991338

Expires: MAY 12, 2014

BONDED THRU ATLANTIC BONDING CO., INC.

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This Instrument Prepared By:

R. Timothy Estes, Esq.
Estes, Sanders, & Williams, LLC
4501 Pine Tree Circle
Vestavia Hills, AL 35243



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EXHIBIT "A"

Lot 3, according to the amended Map of Eagle Point Office Park Resurvey, as recorded in Map Book 26, Page 104 in the Probate Office of Shelby County, Alabama.

FDIC

DATE: 8/23/13

INITIALS: TM




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EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

- Declaration of Restrictive Covenant appearing of record in Instrument 1999-35648 and Instrument 1996-33773, in the Probate Office of Shelby County, Alabama.
- Articles of Incorporation of Eagle Point Homeowners Association Inc as recorded in Instrument 1996-18828 and By-Laws of Eagle Point Homeowners Association Inc as recorded in Instrument 1996-33773, in the Probate Office of Shelby County, Alabama
- Right of Way granted to Alabama Power Company by instrument recorded in Instrument 1999-44312 in the Probate Office of Shelby County, Alabama.
- Right of way to Southern Bell Telephone and Telegraph Company, as recorded in Real 324, page 837, in the Probate Office of Shelby County, Alabama.
- Line permit to Alabama Power Company, recorded in Deed Volume 124, page 491; Deed Volume 149, page 380; Deed Volume 146, page 408; Deed Volume 149, page 381; Real 302, page 396 and Deed Volume 177, page 361, in the Probate Office of Shelby County, Alabama.
- Wireless Communication Easement and Assignment Agreement executed by and between KDR Construction, LLC and T6 Unison Site Management LLC recorded in Instrument 20090917000356170, in the Probate Office of Shelby County, Alabama.

Subject to Memorandum of Option and Lease Agreement recorded in Instrument 20041203000662480, in the Probate Office of Shelby County, Alabama.


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Shelby County, AL 11/15/2013
State of Alabama
Deed Tax: \$715.00

Real Estate Sales Validation Form

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

Grantor's Name: FDIC Grantee's Name: John Douglas
Mailing Address: 1601 Bryan St Mailing Address: 17 Hwy 57
Dallas Tx Vincennes AL 35128
75201
Property Address: 3000 Eagle Point
Birmingham AL 35242

Date of Sale: 11/1/13 Total Purchase Price: \$ 715,000.00
OR Actual Value: \$ _____
OR Assessor's Value: \$ _____

The Purchase Price or Actual Value claimed on this form can be verified in the following documentary evidence: (Recordation of evidence is not required)

☐ Bill of Sale ☐ Sales Contract ☒ Closing Statement ☐ Appraisal ☐ Other _____

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 is 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 an 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 § 40-22-1 (h).

Date: 11/1/13 Print Name: William Cochrane
Signature: [Signature]
☐ Grantor ☐ Grantee ☐ Owner ☒ Agent

☐ Unattested _____
(Verified by)


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