


Send tax notice to:
Mr. Heath Fountain
HeritageBank of the South
721 N. Westover Blvd.
Albany, GA 31707

This instrument prepared by
and record and return to:
Judith C. Loomis
FDIC East Coast Temporary Satellite Office
8800 Baymeadows Way West
Jacksonville, FL 32256

Shelby County, AL 01/15/2014
State of Alabama
Deed Tax: \$1532.00


20140115000014320 1/11 \$1576.00
Shelby Cnty Judge of Probate, AL
01/15/2014 12:23:35 PM FILED/CERT

(Space above this line reserved for Probate Court recording information)

STATE OF ALABAMA)
COUNTY OF SHELBY)

RECEIVER'S DEED

(Deed Without Covenant, Representation, or Warranty)

This Receiver's Deed is entered into as of this the 30th day of December, 2013, between the **FEDERAL DEPOSIT INSURANCE CORPORATION**, as **Receiver for Frontier Bank** (herein referred to as "Grantor"), whose address is 8800 Baymeadows Way West, Jacksonville, Florida 32256, having been placed in receivership on March 8, 2013, by the Georgia Department of Banking & Finance, and **Heritage Bank of the South, Albany, GA**, (herein referred to as "Grantee").

For the sum of Ten Dollars (\$10) and for other good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby GRANT, SELL and CONVEY to Grantee, 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might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in that tract or parcel of real estate situated in the County of **Shelby**, State of Alabama, situated on **16863 Hwy 280, Chelsea, AL** identified as:

See Exhibit A

together with all of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto (hereinafter collectively referred to as the "Subject Property"), 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, subject however to all liens, 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 Subject Property, 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 Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its execution and acceptance of delivery of this Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S 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 SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT 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 SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT 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 RECEIVER'S 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 execution and acceptance of delivery of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it 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 Subject Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, without covenant, representation, or warranty whatsoever, 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, and whether in the body hereof or any exhibit hereto, 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.

Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Subject Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the effective date of this Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Subject Property.

This Receiver's Deed is executed pursuant to that certain Purchase Agreement between Grantor and Grantee dated as of March 8, 2013.



IN WITNESS WHEREOF, this Receiver's Deed is executed by Grantor and Grantee on the dates set forth below their respective signatures herein below, but to be effective for all purposes, however, as of the date first above written.

GRANTOR:

**FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for
FRONTIER BANK**

By: 

Name: **PATRICK F CASHMAN**
ATTORNEY-IN-FACT **

Title: Attorney in Fact

Date: 11-7, 2013

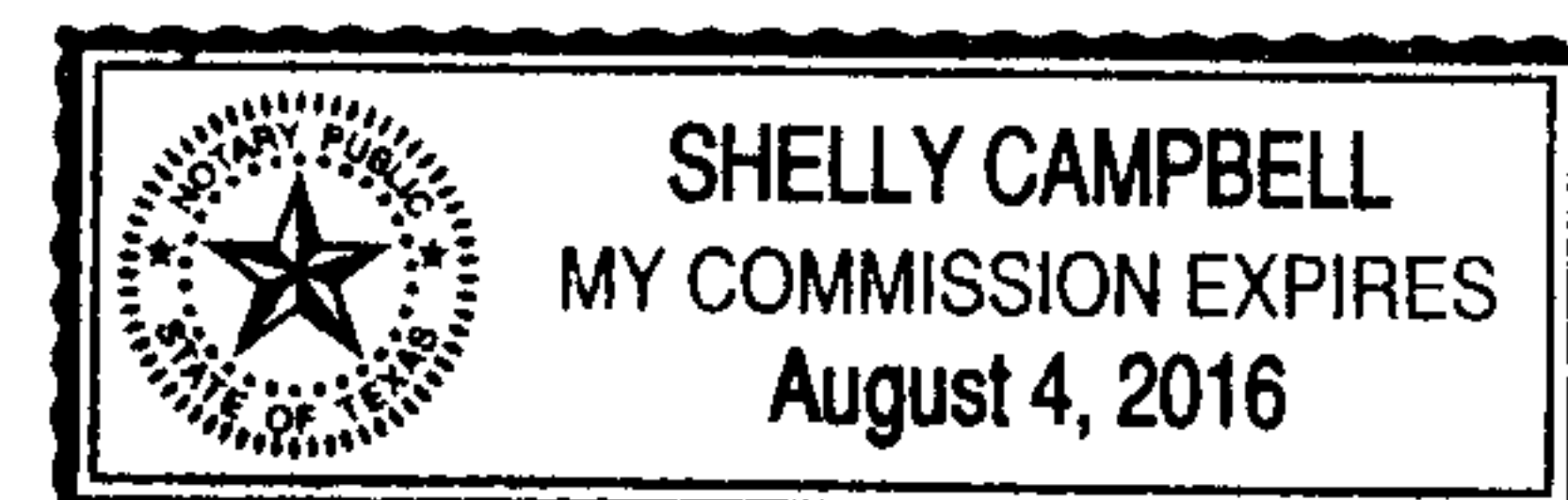
** Per the Limited Power of Attorney recorded in Dallas County, Texas, a certified copy of which is attached hereto as Exhibit "B".


STATE OF TEXAS)
COUNTY OF DALLAS)

I, the undersigned, a notary public in and for said county in said state, hereby certify that PATRICK F. CASHMAN, whose name as Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for Frontier Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily for and as the act of said entity on the day the same bears date.

GIVEN under my hand and official seal this 7th day of NOV, 2013.


Notary Public
My Commission Expires: 8/4/2016




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Shelby Cnty Judge of Probate, AL
01/15/2014 12:23:35 PM FILED/CERT

GRANTEE:

HERITAGE BANK OF THE SOUTH

By: [Signature]
Name: T. HEATH FOUNTAIN
Title: CFO
Date: DEC 30, 2013

STATE OF GEORGIA)
)
COUNTY OF DOUGHERTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that T. Heath Fountain (Chief Financial Officer), whose name is T. Heath Fountain / Chief Financial Officer of Heritage Bank of the South is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily for and as the act of said corporation on the day the same bears date.

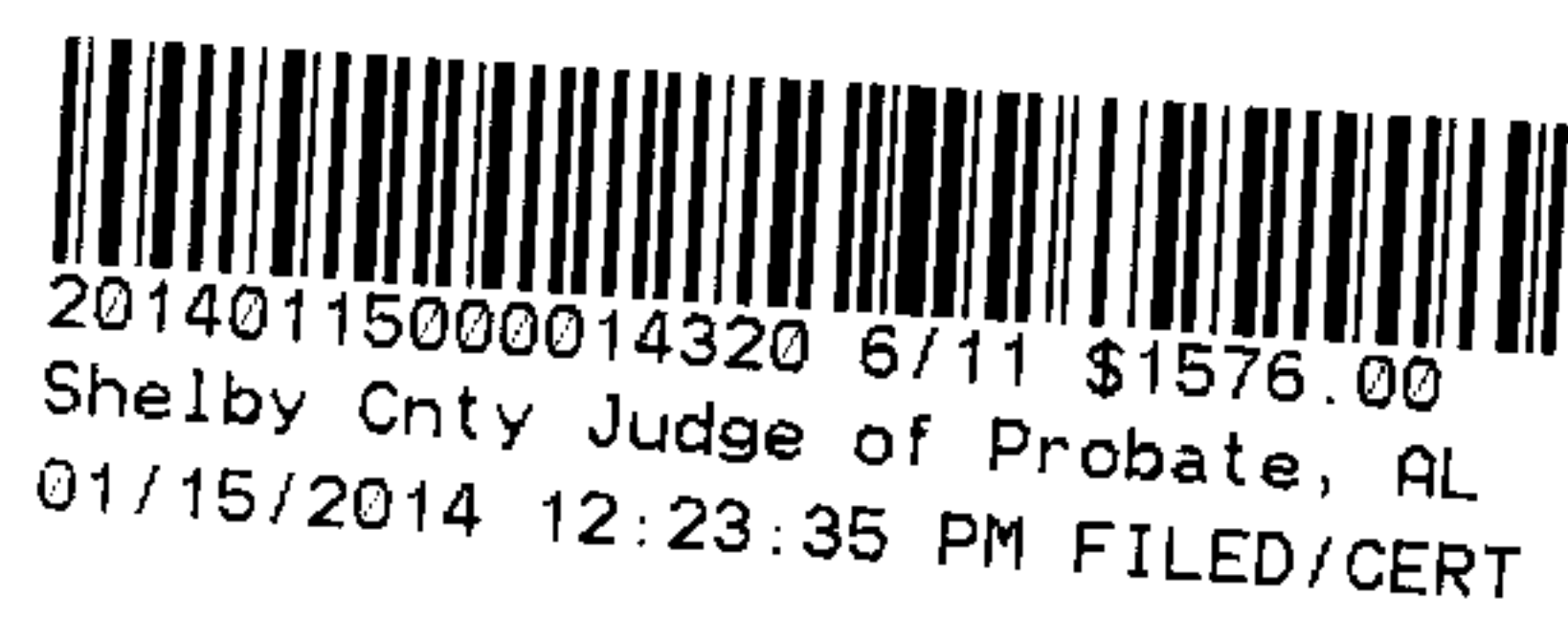
GIVEN under my hand and official seal this 30th day of December, 2013.

[Signature]
Notary Public
My Commission Expires: 8/9/14



EXHIBIT "A"

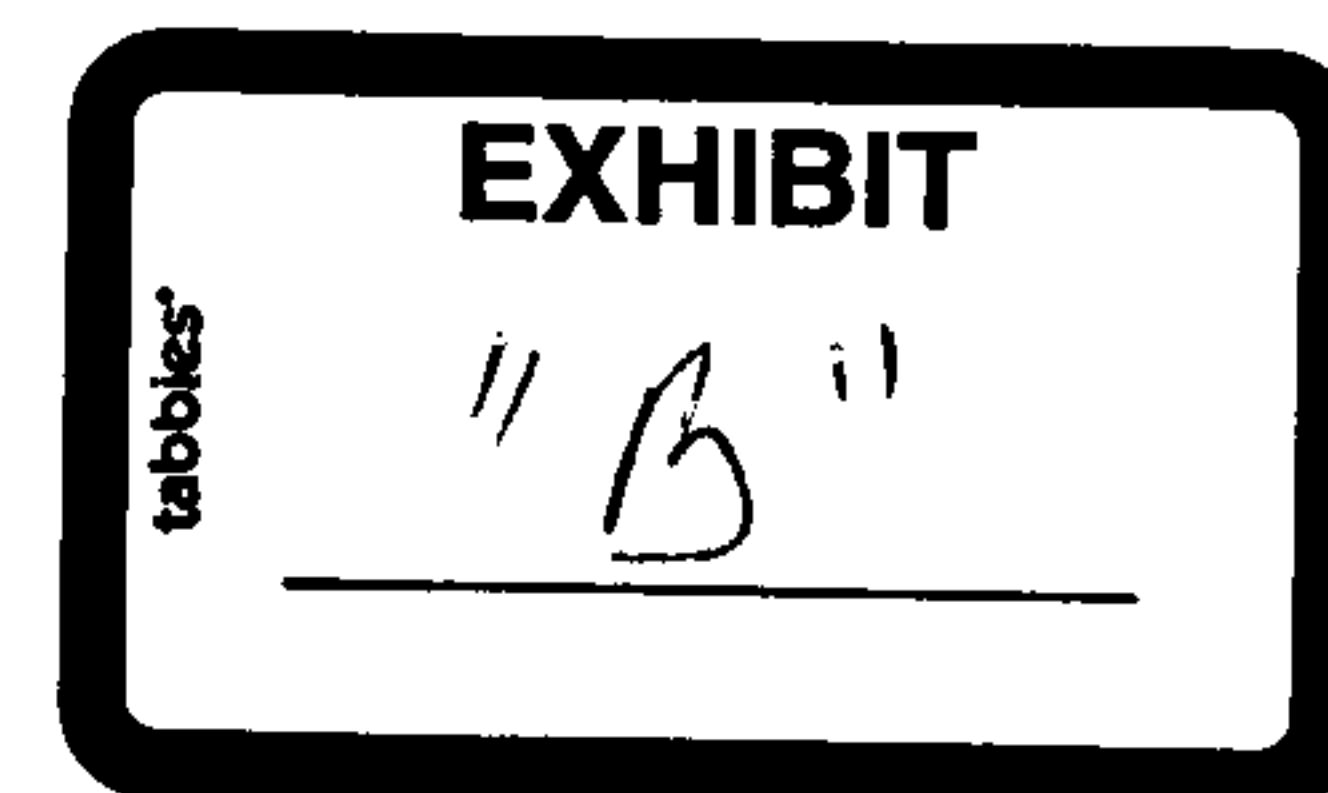
Lot 1, according to the Survey of The Shoppes at the Narrows, Phase I, as recorded in Map Book 25, Page 32, in the Office of the Judge of Probate of Shelby County, Alabama.



20140115000014320 7/11 \$1576.00
Shelby Cnty Judge of Probate, AL
01/15/2014 12:23:35 PM FILED/CERT

06/13/2013 11:56:38 AM

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POA 1/3



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 Patrick F. Cashman 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 Patrick F. Cashman as its true and lawful Attorney-in-Fact to act in its name, place, and stead, and hereby grants Patrick F. Cashman 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 office of any Prothonotary or Register of Deeds 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 receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

(7) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

(8) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;

(9) 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;

This Limited Power of Attorney shall be effective from May 1, 2013, and shall continue in full force and effect through May 1, 2015, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Additionally, upon the termination of employment from the Federal Deposit Insurance Corporation (for any reason) of Patrick F. Cashman such terminated employee's power and authority provided pursuant to this Limited Power of Attorney shall immediately be revoked and be of no further force and effect as of the date of such termination. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted, unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

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 12 day of June, 2013.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: [Signature]
Name: James L. Parrish
Title: Customer Service Manager
Dallas Regional Office

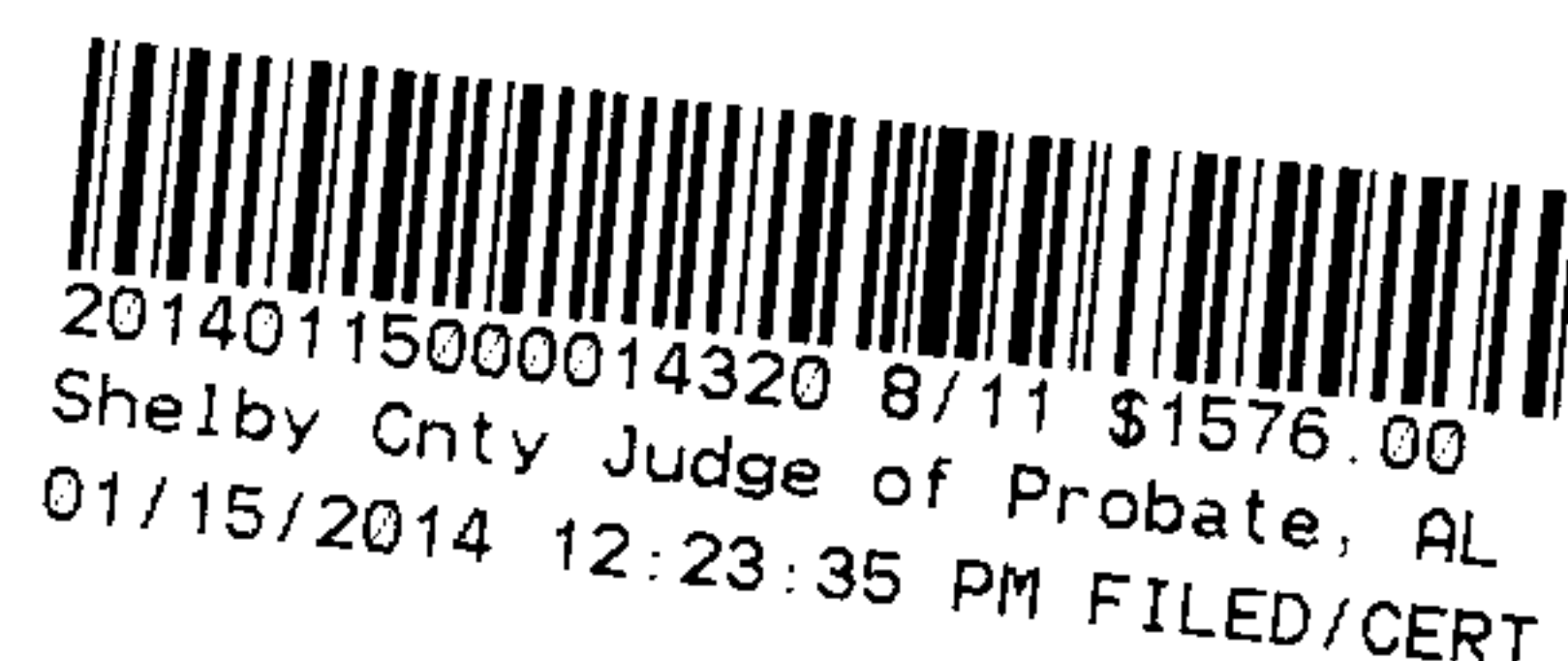
Signed in the presence of:

[Signature: Milette Pratt]

Witness
Name: Milette Pratt

[Signature: Jerelde Cox]

Witness
Name: Jerelde Cox



STATE OF TEXAS
COUNTY OF DALLAS

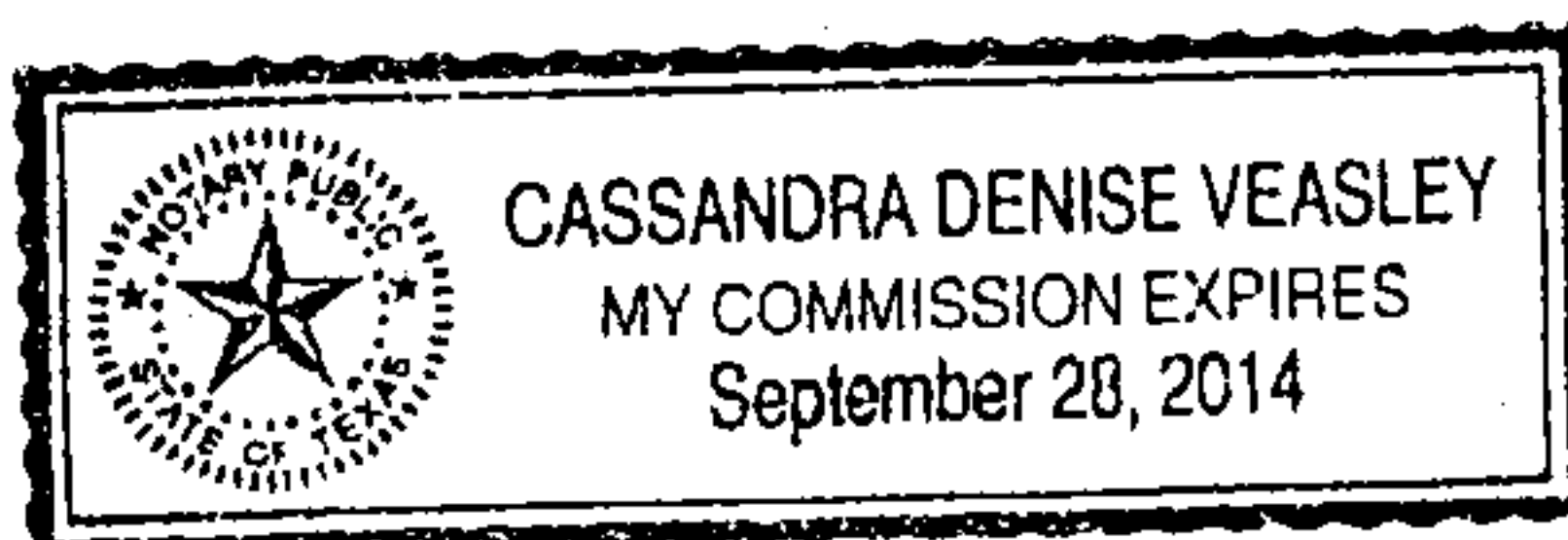
On this 12 day of June, 2013, before me, a Notary Public in and for the State of Texas appeared James L. Parrish, to me personally known, who, being by me first duly sworn did depose that he is Customer Service Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation (the "Corporation"), 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 James L. Parrish, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.



Cassandra Denise Veasley
Notary Public
My Commission expires: 9/28/2014

STATE OF TEXAS
COUNTY OF DALLAS

On this 12 day of June, 2013, before me, a Notary Public in and for the State of Texas appeared Milette Pratt (witness #1) and Jerelde Cox (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 James L. Parrish, Customer Service Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.



Cassandra Denise Veasley
Notary Public
My Commission expires: 9/28/2014

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
06/13/2013 11:56:38 AM
\$24.00



JF2

201300185637

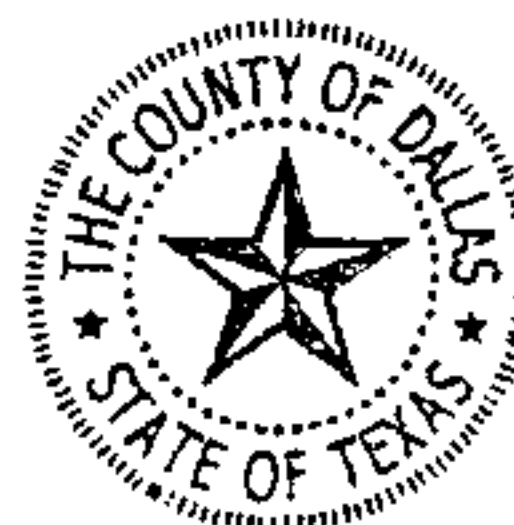
Rel Settlement Solutions, LLC
472 North Dean Road Suite 102
Auburn, Alabama 36830

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Shelby Cnty Judge of Probate, AL
01/15/2014 12:23:35 PM FILED/CERT

THE STATE OF TEXAS
COUNTY OF DALLAS

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page or instrument # stamped thereon.
I hereby certify on

JUN 13 2013



COUNTY CLERK, Dallas County, Texas
By [Signature] Deputy

TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS

CLERK'S OFFICE
[Signature] 8/6/13
SIGNATURE DATE

Real Estate Sales Validation Form

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

| | | | |
|------------------|----------------------------------|-------------------------|----------------------------------|
| Grantor's Name | <u>Federal Deposit Insurance</u> | Grantee's Name | <u>HeritageBank of the South</u> |
| Mailing Address | <u>Corporation for Frontier</u> | Mailing Address | <u>721 N. Westover Blvd.</u> |
| | <u>Bank</u> | | <u>Albany, GA 31707</u> |
| | <u>8800 Baymeadows Way West</u> | | |
| | <u>Jacksonville, FL 32256</u> | | |
| Property Address | | Date of Sale | <u>December 30, 2013</u> |
| | <u>16863 Highway 280</u> | Total Purchase Price | <u>\$1,532,000.00</u> |
| | <u>Chelsea, AL 35043</u> | or | |
| | | Actual Value | <u>\$</u> |
| | | or | |
| | | Assessor's Market Value | <u>\$</u> |

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 | <u>Loss Share Acquisition Agreement</u> |

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 | <u>12/30/13</u> | HeritageBank of the South, By: |
| | | Print <u>T. HEATH FORTAIN</u> |
| <input checked="" type="checkbox"/> Unattested | | Sign <u>[Signature]</u> |
| (verified by) | | (Grantor/Grantee/Owner/Agent) circle one |
| | | Title: <u>CFO</u> , of <u>HeritageBank of the South</u> |



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