


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

  
20140115000014330 1/7 \$522.00  
Shelby Cnty Judge of Probate, AL  
01/15/2014 12:23:36 PM FILED/CERT

Shelby County, AL 01/15/2014  
State of Alabama  
Deed Tax: \$490.00

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(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 30<sup>th</sup> 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**, a (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might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in that tract or parcel of real estate situated in the County of **Shelby**, State of Alabama,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 **2723 Pelham Pkwy, Pelham, 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



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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.

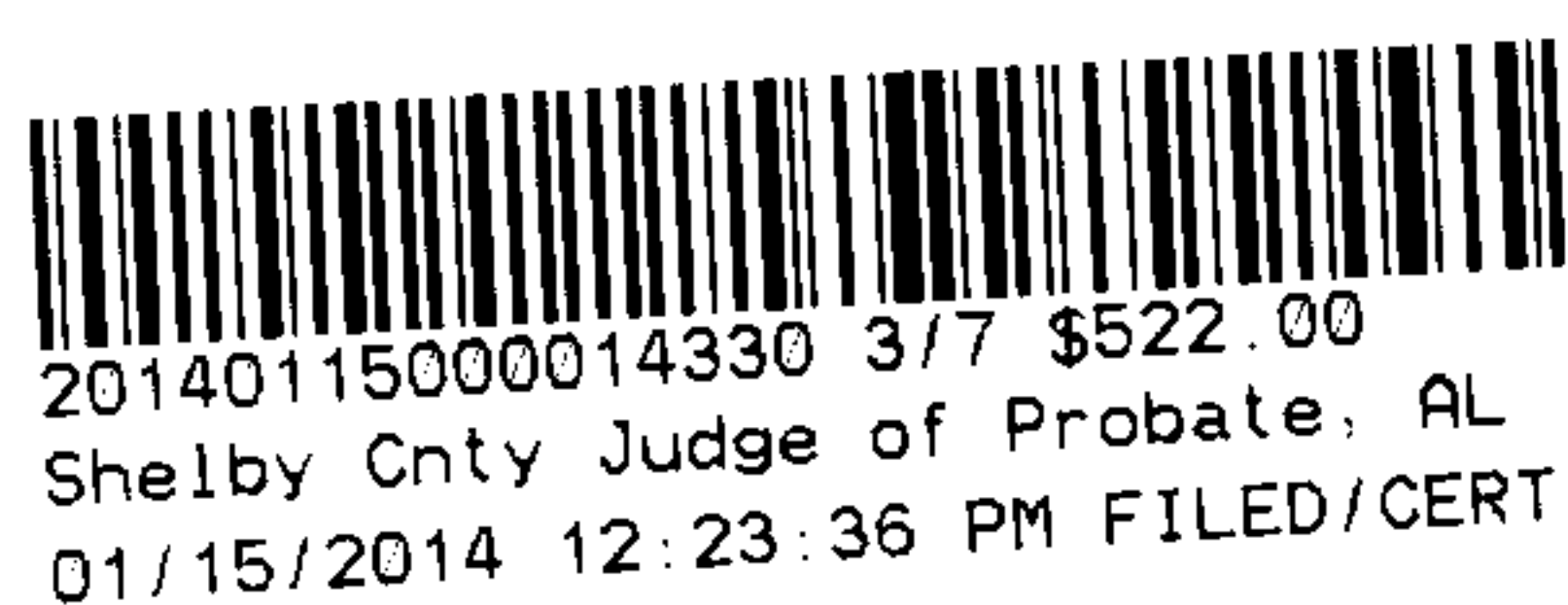
Further, by its execution and acceptance of delivery of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, 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

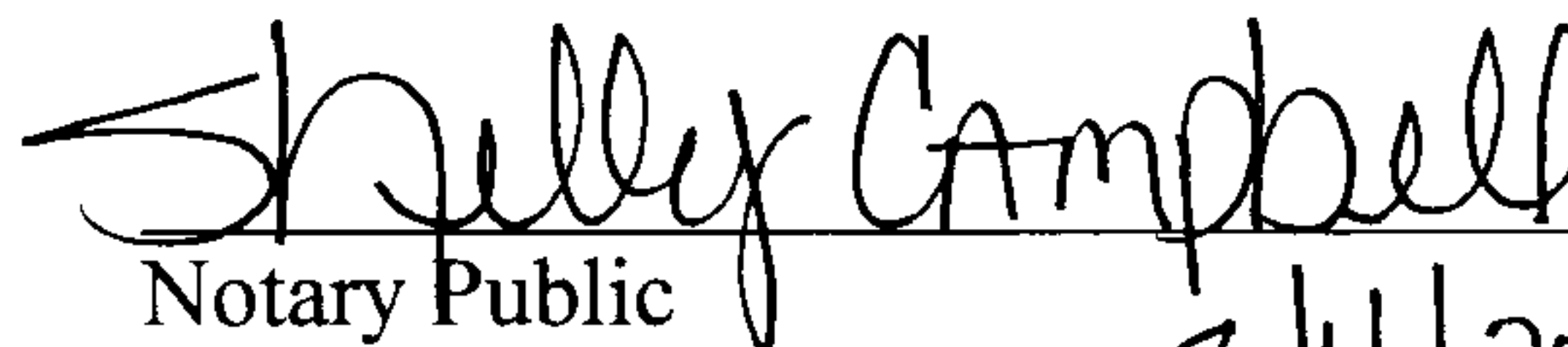
\*\* Per the Limited Power of Attorney recorded in Dallas County, Texas, a certified copy of which is recorded contemporaneously herewith as Exhibit "B" to that certain Receiver's Deed conveying 16863 Highway 280, Chelsea, Shelby County, Alabama, by Grantor herein to Grantee herein.

STATE OF TEXAS )

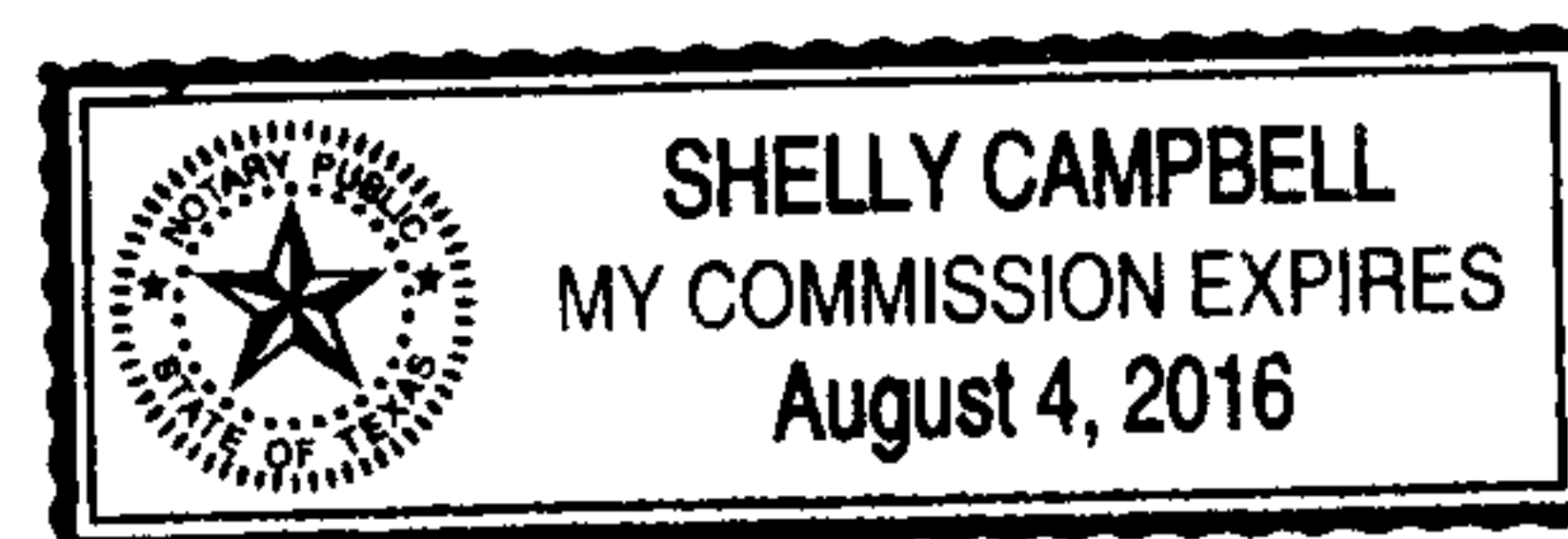
COUNTY OF DALLAS )


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 7<sup>th</sup> day of NOV, 2013.

  
Notary Public

My Commission Expires: 8/4/2016



  
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GRANTEE:

**HERITAGE BANK OF THE SOUTH**

By: T. Heath Fountain  
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 30<sup>th</sup> day of December, 2013.

Wallace D. Borne  
Notary Public  
My Commission Expires: \_\_\_\_\_



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## EXHIBIT A

A parcel of land situated in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

### Parcel I:

Commence at the NE corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 1 deg. 25 min. 4 sec. East a distance of 294.16 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 204.85 feet; thence North 89 deg. 56 min. 19 sec. West a distance of 473.71 feet to the easterly right of way of U. S. Highway # 31; thence North 26 deg. 10 min. 26 sec. East along said right of way a distance of 227.04 feet; thence North 89 deg. 55 min. 9 sec. East and leaving said right of way a distance of 368.50 feet to the POINT OF BEGINNING.

### Parcel II:

Also, Ingress, Egress, Utility and Drainage Easement described as follows:

Commence at the NE corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 1 deg. 25 min. 4 sec. East a distance of 294.16 feet; thence continue along the last described course a distance of 204.85 feet; thence North 89 deg. 56 min. 19 sec. West a distance of 473.71 feet to the easterly right of way of U. S. Highway # 31; thence North 26 deg. 10 min. 26 sec. East along said right of way a distance of 227.04 feet to the POINT OF BEGINNING of an ingress, egress, utility, and drainage easement; thence North 89 deg. 55 min. 9 sec. East and leaving said right of way a distance of 62.59 feet to a point on a curve to the left having a central angle of 34 deg. 06 min. 03 sec. and a radius of 100.00 feet, said curve subtended by a chord bearing North 47 deg. 20 min. 25 sec. West and a chord distance of 58.64 feet; thence along the arc of said curve a distance of 59.52 feet to the easterly right of way of said Highway # 31; thence South 26 deg. 10 min. 26 sec. West along said right of way a distance of 44.33 feet to the POINT OF BEGINNING.



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# Real Estate Sales Validation Form

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

Grantor's Name Federal Deposit Insurance Grantee's Name HeritageBank of the South  
Mailing Address Corporation for Frontier Mailing Address 721 N. Westover Blvd.  
Bank Albany, GA 31707  
8800 Baymeadows Way West  
Jacksonville, FL 32256  
Property Address \_\_\_\_\_ Date of Sale December 30, 2013  
2723 Pelham Parkway Total Purchase Price \$ 490,000.00  
Pelham, AL 35124 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 Loss Share Acquisition Agreement  
☐ 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 12/30/13 HeritageBank of the South, By:  
Print T. Heath Forsyth  
Sign [Signature]  
☒ Unattested (verified by) \_\_\_\_\_ (Grantor/Grantee/Owner/Agent) circle one  
Title: CFO, of Form RT-1  
HeritageBank of the South



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