


Recording requested by
and when recorded return to:
Estes, Sanders + Williams
4501 Pine Tree Circle
Vestavia Hills, AL 35243

Asset No. 10471004701
Send TAX Notice To:
SVR, LLC
115 West Clay St.
Sylacauga, AL 35150

_____ space above this line for Recorder's use only

SPECIAL WARRANTY DEED

STATE OF ALABAMA §
§
COUNTY OF SHELBY §


20140123000022080 1/8 \$118.00
Shelby Cnty Judge of Probate, AL
01/23/2014 10:33:07 AM FILED/CERT

RECITALS

WHEREAS, FRONTIER BANK
(the "Institution"), acquired the Property by that certain MORTGAGE FORECLOSURE DEED dated
JUNE 11, 2010, and recorded in Volume *, Page _____ of the records of
SHELBY County, ALABAMA, on JUNE 11, 2010; and

* 20100611000187100

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 FOUR HUNDRED AND TEN
THOUSAND AND NO/100 DOLLARS (\$410,000.00), the receipt and
sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these
presents does GRANT, SELL and CONVEY unto SVR, LLC

_____ ("Grantee"), whose address is
115 WEST CLAY STREET, SYLACAUGA, 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,
\$328,000.00 of the consideration was paid from a purchase money mortgage closed
simultaneously herewith.

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Shelby County, AL 01/23/2014
State of Alabama
Deed Tax: \$82.00

13-1567

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,

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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

January 15, 2014

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for FRONTIER BANK

By: Gerald W. Doyle

Name: Gerald W. Doyle

ATTORNEY IN FACT

Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF Florida §

COUNTY OF Duval §

This instrument was acknowledged before me on the 15th day of January, 2014,
by Gerald W. Doyle, Attorney in Fact of the Federal Deposit Insurance
Corporation, as Receiver for FRONTIER BANK, on behalf of said
entity.

NOTARY PUBLIC-STATE OF FLORIDA
Kathryn F. Swanson
Commission # EE047379
Expires: DEC. 07, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Kathryn F. Swanson
Notary Public, State of Florida

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EXHIBIT "A"

Lot 3, according to the Survey of Foothills of Chelsea, 2nd Sector, as recorded in Map Book 29, page 97, in the Probate Office of Shelby County, Alabama.

| Signature Block | | |
|-----------------|------------|---------------------------------|
| APPROVE | REVOKE | |
| Signature | Date | Print Name |
| Ore Contractor | | |
| FDIC Approver | 09/25/2013 | Judith Baucom Angela Fitchue |



EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

- Declaration of Protective Covenants as recorded in Instrument 20011204000524231, in the Probate Office of Shelby County, Alabama.
- Transmission line permit to Alabama Power Company, recorded in Deed Book 127, page 317 and Real 44, page 78 and Instrument 20021119000677460, in the Probate Office of Shelby County, Alabama.
- Easement to South Central Bell Telephone and Telegraph, as recorded in Deed Book 336, Page 230 and Deed Book 320, Page 931, in the Probate Office of Shelby County, Alabama.
- Underground transmission line to Alabama Power Company recorded in Instrument 20051031000564120 in Probate Office.
- Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Deed Book 69, Page 177, in the Probate Office of Shelby County, Alabama.
- Easement to Alabama Power Company recorded in Instrument 20021119000577460, in the Probate Office of Shelby County, Alabama.
- Restrictions appearing of record in Instrument 20040629000354990, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
- Grant of Land Easement with Restrictive Covenants recorded in Instrument 20030303000126290 in the Probate Office of Shelby County, Alabama.
- Easement to Alabama Power Company recorded in Instrument 200401020000400 and Instrument 20040629000355000, in the Probate Office of Shelby County, Alabama.
- Easement recorded in Instrument 20041215000685580 in the Probate Office of Shelby County, Alabama.
- Easement to Alabama Power Company recorded in Instrument 20051031000564160 and Instrument 20040629000354940, in the Probate Office of Shelby County, Alabama.

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EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances] **CONTINUED**

- Easement(s) as shown by recorded map.
- Restrictions as shown by recorded map.
- No further subdivision of lots as restricted by recorded map.
- Rights of others in and to the use of 30 foot easement as shown on map recorded in Map Book 29, page 97.
- Rights of tenants in possession.

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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 Corporation and as Receiver for Frontier Bank | Grantee's Name | SVR, LLC and by and through it Member and Rekha Chadalawac |
| Mailing Address | 1601 Bryan Street Dallas, TX 75201 | Mailing Address | 115 West Clay Street Sylacauga, AL 35150 |
| Property Address | 134 Foothills Parkway Chelsea, AL 35043 | Date of Sale | January 16, 2014 |
| | | Total Purchase Price | \$410,000.00 |
| | | 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)

| | |
|--|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input checked="" type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input type="checkbox"/> 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 | January 16, 2014 | Print | William Patrick Coddrell |
| Unattested | | Sign | [Signature] |
| | (verified by) | | (Grantor/Grantee/Owner/Agent) circle one |

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