


Prepared by:  
Robin F Reynolds, PC  
139 S Broadnax St  
Dadeville, AL 36853

  
20140127000025940 1/8 \$87.00  
Shelby Cnty Judge of Probate, AL  
01/27/2014 12:01:43 PM FILED/CERT

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Parcel ID: 17-6-13-0-000-005.031 and 17-6-13-0-000-005.032 and 17-6-13-0-000-005.034 and 17-6-13-0-000-005.035 and 17-6-13-0-000-005.036 and 17-6-13-0-000-005.037 and 17-6-13-0-000-005.041 and 17-6-13-0-000-005.043 and 17-6-13-0-000-005.044 and 17-6-13-0-000-005.045 and 17-6-13-0-000-005.047 and 17-6-13-0-000-005.049 and 17-6-13-0-000-005.050 and 17-6-13-0-000-005.051 and 17-6-13-0-000-005.052 and 17-6-13-0-000-005.013 and 17-6-13-0-000-005.010 and 17-6-13-0-000-005.038 and 17-6-13-0-000-005.042 and 17-6-13-0-000-005.046

### SPECIAL WARRANTY DEED

STATE OF ALABAMA

COUNTY OF SHELBY

### RECITALS

WHEREAS, Frontier Bank of LaGrange, Georgia (the "Institution"), acquired the Property by that certain Deed dated August 17, 2012 and recorded August 17, 2012 as Instrument No. 20120817000305020 and Deed dated June 14, 2010 and recorded June 14, 2010 as Instrument No. 20100614000188710 of the official records of Shelby County, Alabama; and

WHEREAS, the Institution was closed by The Georgia Department of Banking 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 FIFTY THOUSAND AND 00/100,



(\$50,000.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto **Fredrick B. Berrey, Jr.** ("Grantee"), whose address is 5906 Coosa County Road 19, Rockford AL 35136-1717, 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, prescriptive rights, rights of any tenants under any leases covering the Property or any portion thereof, 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.

*The remainder of this page is left blank. The signature page(s) follow.*



IN WITNESS WHEREOF, this Special Warranty Deed is executed on 6 JAN 2014

FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for Frontier Bank of LaGrange, Georgia:

By Stephen E. Laird

Name: Stephen E. Laird  
ATTORNEY IN FACT

Title: Attorney in Fact

#### ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DUNAL

This instrument was acknowledged before me on the 6 day of JAN,  
2014, by STEPHEN E. LAIRD, Attorney in Fact of the **Federal Deposit Insurance Corporation, as Receiver for Frontier Bank**, on behalf of said entity.

[Signature]  
Notary Public, State of FL

**Mark A. Haines**

Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Mark A. Haines  
Commission #DD991338  
Expires: MAY 12, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

## EXHIBIT "A"

Lots 2, 23, 24, 26, 27, 28, 29, 30, 33, 34, 35, 36, 37, 39, 41, 42, 43 and 44, according to the Survey of Chancellors Crossing, as recorded in Map Book 28, page 75, in the Probate Office of Shelby County, Alabama.

Lot 5A, according to the Resurvey of Lots 3 through 5 of Chancellors Crossing, as recorded in Map Book 40, page 129, in the Probate Office of Shelby County, Alabama.

AND

Lot 38, according to the recorded plat of Chancellor's Crossings, as recorded in Map 28, Page 75, in the Probate Office of Shelby County, Alabama.

FDIC

KWithers 1/10/14

Afitchue 1/10/14

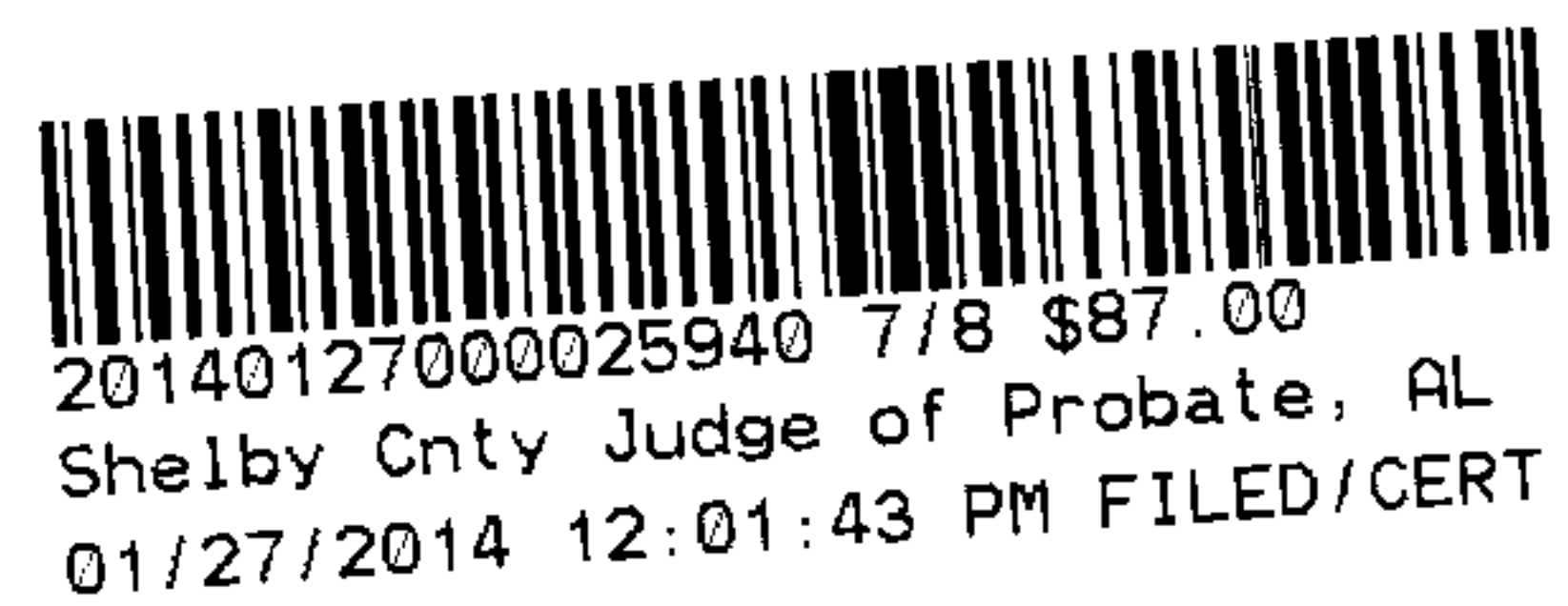


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## EXHIBIT "B" to Special Warranty Deed

### [Specific Permitted Encumbrances]

1. Taxes and assessments for the year 2013 and subsequent years, not yet due and payable.
2. Covenants, conditions, restrictions, building setback lines, easements and other provisions as contained in Map Chancellor's Crossings, as recorded in Map 28, Page 75 in the Official Records of Shelby County, AL.
3. Transmission line permits to Alabama Power Company as shown by instrument recorded in Deed Book 112, page 117 and 191, Deed Book 111, page 415, Deed Book 107, page 266 and Deed Book 105, page 262 in the probate office of Shelby County, Alabama.
4. Easement to ingress and egress in favor of Omni-Vest LLC recorded June 06, 2000 as Instrument No. 2000-18508 of Official Records.
5. The terms and provisions contained in the document entitled "Agreement by Jan Hamby Piper" recorded as Real 187, Page 272 of Official Records.
6. Flood rights acquired by Alabama Power Company as set out in Deed Book 263, Page 208 in the Probate Office of Shelby County, Alabama.
7. Terms, conditions and limitations as set out in the Covenant Settlement with Lennis W. Caudill in re Case No. CV 91-879-NS and set out by instrument 1992-15943 in the Probate Office of Shelby County, Alabama.
8. Easement for road right of way in favor of Omni-Vest LLC recorded October 02, 2000 as Instrument No. 2000-34571 of Official Records.
9. Covenants, conditions, restrictions and easements in the document recorded January 31, 2002 as Instrument No. 2002-05207 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or any State Statute or Local Ordinance. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
10. Easement for Utilities in favor of Alabama Power Company and Southern Bell Telephone and Telegraph Company recorded as Instrument NO. 20031001000661080 of Official Records.





# 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 Street  
Dallas, TX 75201

Grantee's Name Frederick B. Berrey, Jr.  
Mailing Address 5906 Coosa County Rd 19  
Rockford, AL 35136

Property Address 20 Lots Chancellor Ferry Road  
Harpersville, AL 35078

Date of Sale \_\_\_\_\_  
Total Purchase Price \$ 50,000.00  
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 Special 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, i

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 6 JAN 2014

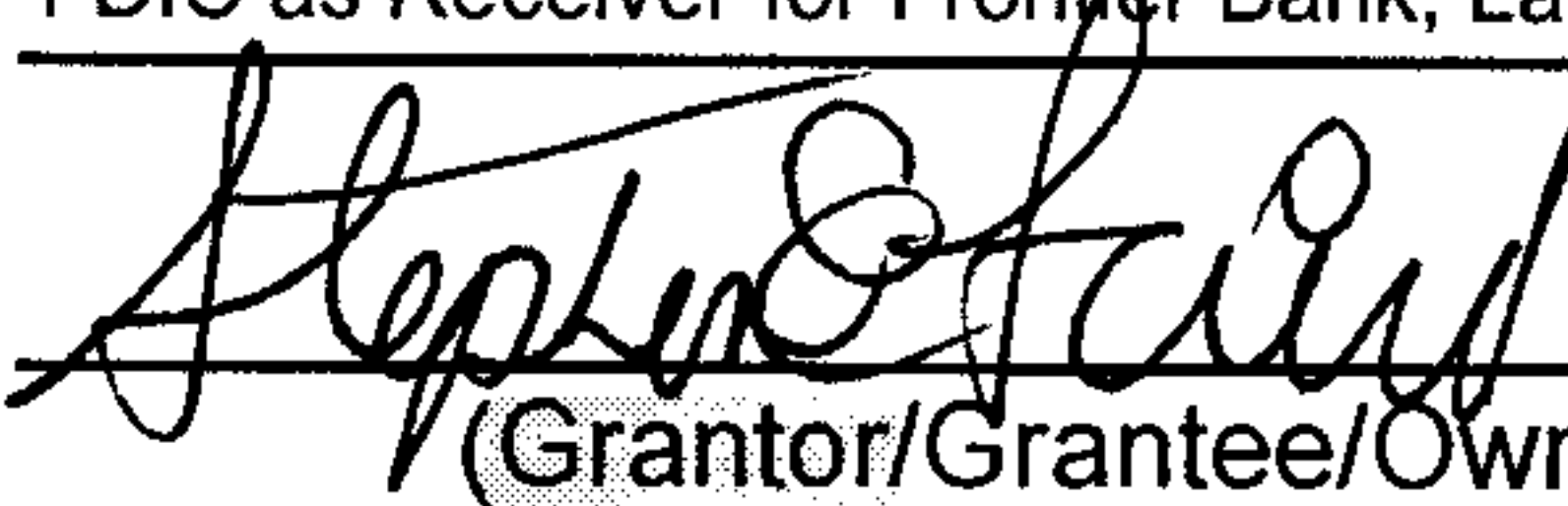
Print FDIC as Receiver for Frontier Bank, LaGrange, GA

Unattested

  
(verified by)

**Mark A. Haines**

Sign

  
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1