

Prepared by:  
Robin F Reynolds, PC  
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Dadeville, AL 36853

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**FDIC Asset No. 104710047784**

Parcel ID's: 05 8 34 0 001 005.00

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA           §  
  §  
COUNTY OF SHELBY       §

**RECITALS**

WHEREAS, Frontier Bank (the "Institution"), acquired the Property by that certain Mortgage Foreclosure Deed recorded in Instrument No. 20121106000427460 of the official records of Shelby County, Alabama, on November 6, 2012; 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, Energy Plaza, Dallas, Texas 75201, for and in consideration of SEVENTY-NINE THOUSAND AND NINE HUNDRED AND NO/100 DOLLARS (\$79,9000.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto **Taylor Lee Brewer, a single person and Carolyn B. Brewer, a single person** ("Grantee"), whose address is 5460 Sunrise Dr, Birmingham AL 35242, 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, 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 31 JAN, 2014.

Signed, sealed and delivered in the presence of: **GRANTOR:**

**FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
FRONTIER BANK**

By:   
Printed Name: \_\_\_\_\_

Title: Attorney in Fact

**Stephen E. Laird  
ATTORNEY IN FACT**

STATE OF FLORIDA §  
COUNTY OF DUVAL §

This instrument was ACKNOWLEDGED before me, on the 31 day of JAN, 2014, by STEPHEN E. LAIRD, Attorney in Fact for the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR FRONTIER BANK**, on behalf of said entity.

[SEAL]


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



Notary Public, State of FL

**Mark A. Haines**

Printed Name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
 Mark A. Haines  
Commission #DD991338  
Expires: MAY 22, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

## EXHIBIT "A"

## PARCEL 1:

Commence at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 34, Township 18 South, Range 2 East, Shelby County, Alabama and proceed South 80 degrees 54' 13" West 2410.45 feet to the point of beginning of herein described parcel of land; thence continue South 80 degrees 54' 13" West 386.00 feet to a point in a curve on the Easterly right-of-way boundary of Alabama Highway No. 25 (ROW 80 feet); thence along a curve to the right with a delta angle of 17 degrees 38 minutes 36 seconds having a radius of 826.00 feet and an arc length of 254.35 feet, with a chord bearing and distance of North 15 degrees 36 minutes 39 seconds West 253.35 feet; thence North 9 degrees 31' 55" West along right-of-way for 72.65 feet; thence North 80 degrees 54' 13" East 400.00 feet; thence South 11 degrees 47' 46" East 324.72 feet, back to the Point of Beginning.

## PARCEL 2:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 34, Township 18 South, Range 2 East and run South 895.46 feet; thence East 41.3 feet to the East right-of-way of Alabama Highway No. 25 and the Point of Beginning; thence continue East 510.94 feet; thence South 427.0 feet to South line of said ¼-1/4 section; thence West 110.94 feet; thence North 327.0 feet; thence West 400.0 feet to the East right-of-way of Alabama Highway No. 25; thence North along said right-of-way 100.0 feet to the point of beginning, situated in Shelby County, Alabama.

## LESS AND EXCEPT THE FOLLOWING:

Commence at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 34, Township 18 South, Range 2 East, Shelby County, Alabama; thence South 00 degrees 00 minutes 00 seconds East a distance of 895.46 feet; thence South 89 degrees 23 minutes 57 seconds East a distance of 41.30 feet to the Point of Beginning; thence continue along the last described course a distance of 511.04 feet; thence South 00 degrees 06 minutes 43 seconds West, a distance of 90.61 feet; thence South 89 degrees 18 minutes 31 seconds West, a distance of 113.54 feet; thence North 89 degrees 25 minutes 43 seconds West, a distance of 400.03 feet to a point on the Easterly ROW of Alabama Highway No. 25; thence North 01 degrees 39 minutes 40 seconds East and along said ROW, a distance of 93.39 feet to the Point of Beginning.

FDIC

1: R Green2: A FitchueDate: 12/10/2013

EXHIBIT "B" to Special Warranty Deed

NONE



*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 Taylor L & Carolyn Brewer  
 Mailing Address 5460 Sunrise Drive  
Birmingham, AL 35242

Property Address 45630 Highway 25  
Vincent, AL 35178

Date of Sale 01/31/2014  
 Total Purchase Price \$ 79,900.00

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  
☐ Sales Contract  
☐ Closing Statement

☒ Appraisal  
☐ Other Settlement 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 01-31-14

Print FDIC as Receiver for Frontier Bank

Unattested



Filed and Recorded  
 Official Public Records  
 Judge James W. Signeister, Probate Judge,  
 County Clerk

ed by) Shelby County, AL

02/06/2014  
**ROBERT D. MONNET**  
 NOTARY PUBLIC - STATE OF OKLAHOMA  
 MY COMMISSION EXPIRES JUNE 1, 2016  
 COMMISSION #12005239

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1