

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

Sold TAX Notice To:  
Asset No. 10471004753  
Jerry Klamer  
112 Courtyard Dr  
Chelsea, AL 35043

\_\_\_\_\_ space above this line for Recorder's use only

SPECIAL WARRANTY DEED

STATE OF ALABAMA §  
§  
COUNTY OF SHELBY §

  
20140515000146760 1/7 \$322.00  
Shelby Cnty Judge of Probate, AL  
05/15/2014 11:18:54 AM FILED/CERT

RECITALS

WHEREAS, FRONTIER BANK  
(the "Institution"), acquired the Property by that certain MORTGAGE FORECLOSURE DEED dated  
November 21, 2012, and recorded in Volume \*\_\_\_\_\_, Page \_\_\_\_\_ of the records of  
SHELBY County, ALABAMA, on November 21, 2012; and

\* Instrument #: 20121121000447740

WHEREAS, the Institution was closed by 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 TWO HUNDRED AND NINETY THOUSAND  
AND NO/100 DOLLARS (\$290,000.00), the receipt and  
sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these  
presents does GRANT, SELL and CONVEY unto JERRY KLAMER

\_\_\_\_\_, ("Grantee"), whose address is  
112 COURTYARD DRIVE, CHELSEA, 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,

Special Warranty Deed (Cash) - Page 1  
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Shelby County, AL 05/15/2014  
State of Alabama  
Deed Tax: \$290.00

14-0135

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 4-29-14.

FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for FRONTIER BANK

By: 

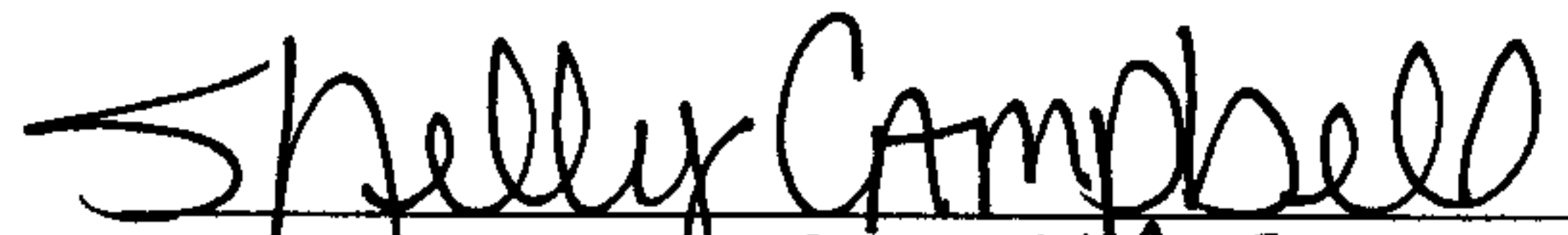
Name: **Fillmore Crank Jr.**  
**Attorney In Fact**

Title: Attorney in Fact

#### ACKNOWLEDGMENT

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of APRIL, 2014,  
by FILLMORE CRANK, JR., Attorney in Fact of the Federal Deposit Insurance  
Corporation, as Receiver for FRONTIER BANK, on behalf of said  
entity.

  
Notary Public, State of TEXAS

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SINGLE ASSET  
LEGAL DESCRIPTION VALIDATION FORM  
EXHIBIT "A"

A Part of the NW 1/4 of the SE 1/4, and the SW 1/2 of the NE 1/4 of the SE 1/4, Section 15, Township 19 South, Range 1 West, Shelby County, Alabama, and more particularly described as follows:

From the Southeast corner of the NE 1/4 of the SE 1/4 of said Section 15, Township 19 South, Range 1 West; thence Northwest along the Northeast diagonal line of said SW 1/2 of the NE 1/4 of the SE 1/4 for a distance of 955.55 feet, to the point of beginning; thence left 99°41'58" Southwesterly for a distance of 462.14 feet; thence right 90° Northwesterly for a distance of 407.0 feet; thence right 90° Northeasterly for a distance of 607.86 feet, to the Northeast diagonal line of said SW 1/2 of the NE 1/4 of the SE 1/4, thence right 99°41'58" Southeast along said line for a distance of 432.25 feet to the point of beginning.

Also a 20 foot Road Easement more particularly described as follows:

A part of the SW 1/2 of the NE 1/4 of the SE 1/4, and NW 1/4 of the SE 1/4, Section 15, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

From the Southeast corner of the NE 1/4 of the SE 1/4 of said Section 15, Township 19 South, Range 1 West; thence Northwest along the Northeast diagonal line of said SW 1/2 of the NE 1/4 of the SE 1/4, for a distance 916.96 feet; thence left 99°41'58" Southwest for a distance of 462.14 feet; thence right 90°, Northwesterly, for a distance 399.10 feet to point of beginning of centerline of survey of 20 foot wide road easement; thence left 44°51'53" Southwesterly, for a distance of 161.04 feet; thence left 9°13'51" Southwesterly, for a distance of 115.10 feet; thence left 1°34'19" Southwesterly, for a distance of 121.92 feet; thence right 43°01'58" Northwesterly, for a distance of 95.10 feet; thence right 45°13'47" Northwesterly, for a distance of 73.82 feet; thence right 12°38'48" Northwesterly, for a distance of 96.77 feet; thence right 25°12'51" Northeasterly, for a distance of 125.23 feet; thence left 28°22'02" Northwesterly, for a distance of 124.29 feet; thence left 12°55'21" Northwesterly for a distance of 102.79 feet; thence left 7°57'22" Northwesterly for a distance of 88.27 feet to the Southeast ROW of Shelby County Highway No. 43 to point of ending. Said 20 foot wide road easement being 10 feet right of centerline and 10 feet right of described centerline of survey.

FDIC

1: BKH

2: A. Fitchue

Date: 01/09/14

*Jerry H. Patches*  
Jerry H. Patches

In Use Date: October 18, 2013



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EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

- Right of Way granted to Alabama Power Company by instrument recorded in Volume 139, Page 116 in the Probate Office of Shelby County, Alabama.
- Right of way to Shelby County, recorded in Volume 228, Page 439 and Volume 228, Page 440, in the Probate Office of Shelby County, Alabama.

Less and except any portion of subject property lying within a road right of way.

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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

Mailing Address 1601 Bryan Street  
Dallas, TX 75201

Property Address 2468 Bear Creek Road  
Sterrett, AL 35147

Grantee's Name Jerry Klamer

Mailing Address 112 Courtyard Drive  
Chelsea, AL 35043

Date of Sale April 22, 2014

Total Purchase Price \$290,000.00

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 \_\_\_\_\_  
☐ 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 April 22, 2014

☐ Unattested \_\_\_\_\_  
(verified by)

Print Jerry Klamer

Sign Jerry Klamer  
(Grantor/Grantee/Owner/Agent) circle one

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