

Recording requested by
and when recorded return to:

Estes Title + Closings LLC
2188 Pkwy Lake Dr. Ste 101
Hoover, AL 35244

Asset No. 10471004740

Sent Tax Notice To:

D + P LLC

P.O. Box 127

Jemison, AL 35085

space above this line for Recorder's use only

QUITCLAIM DEED
(Without Covenant, Representation, or Warranty)

STATE OF ALABAMA

§

§

COUNTY OF SHELBY

§

RECITALS

WHEREAS, FRONTIER BANK (the "Institution"), acquired the Property by that certain MORTGAGE FORECLOSURE DEED dated October 18, 2012, and recorded in Instrument Number 20121018000400990 of the records of SHELBY County, ALABAMA, on October 18, 2012; and

WHEREAS, the Institution was closed by the Georgia Department of Bank and Finance on MAY 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), the receipt and sufficiency of which are hereby acknowledged, hereby RELEASES, CONVEYS and QUITCLAIMS to D & P, LLC ("Grantee"), an Alabama Company, whose address is P. O BOX 127, JEMISON, AL 35085, 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THAT MIGHT ARISE BY COMMON LAW AND ANY WARRANTIES CREATED BY STATUTE, AS THE SAME MAY BE HEREAFTER AMENDED OR SUPERSEDED, ARE EXCLUDED, all of Grantor's right, title and interest, if any, in and to that certain real property situated in SHELBY County, ALABAMA, as described on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**

Quitclaim Deed (Cash) - Page 1

For use with "fdicauctionabsolutecontract042611_recorp_final.doc"

26APR11\MJH

04\docs\fdicauctionabsolute042611_qcd_recorp.doc



20140716000217240 1/7 \$57.00

Shelby Cnty Judge of Probate, AL

07/16/2014 12:39:50 PM FILED/CERT

14-0068

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, liens, 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 Property, 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 prior 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 Quitclaim 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 QUITCLAIM 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 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 TITLE, 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 RELEASE AND QUITCLAIM HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND

Quitclaim Deed (Cash) - Page 2

For use with "fdicauctionabsolutecontract042611_recorp_final.doc"

26APR11MJH

04\docs\fdicauctionabsolute042611_qcd_recorp.doc

20140716000217240 2/7 \$57.00
Shelby Cnty Judge of Probate, AL
07/16/2014 12:39:50 PM FILED/CERT

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 QUITCLAIM 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 Quitclaim 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 all of Grantor's right, title and interest in the Property, if any, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its heirs, personal representatives, successors and assigns, without covenant, representation, or warranty whatsoever and subject 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 Quitclaim 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 any tax year or assessment period prior or subsequent to the date of this Quitclaim Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

Quitclaim Deed (Cash) - Page 3

For use with "fdicauctionabsolutecontract042611_recorp_final.doc"

26APR11\MJH

04\docs\fdicauctionabsolute042611_qcd_recorp.doc


20140716000217240 3/7 \$57.00
Shelby Cnty Judge of Probate, AL
07/16/2014 12:39:50 PM FILED/CERT

IN WITNESS WHEREOF, this Quitclaim Deed is executed on JUNE 20, 2014.

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for FRONTIER BANK LA GRANGE, GEORGIA

By: 

Name: **Fillmore Crank Jr.**

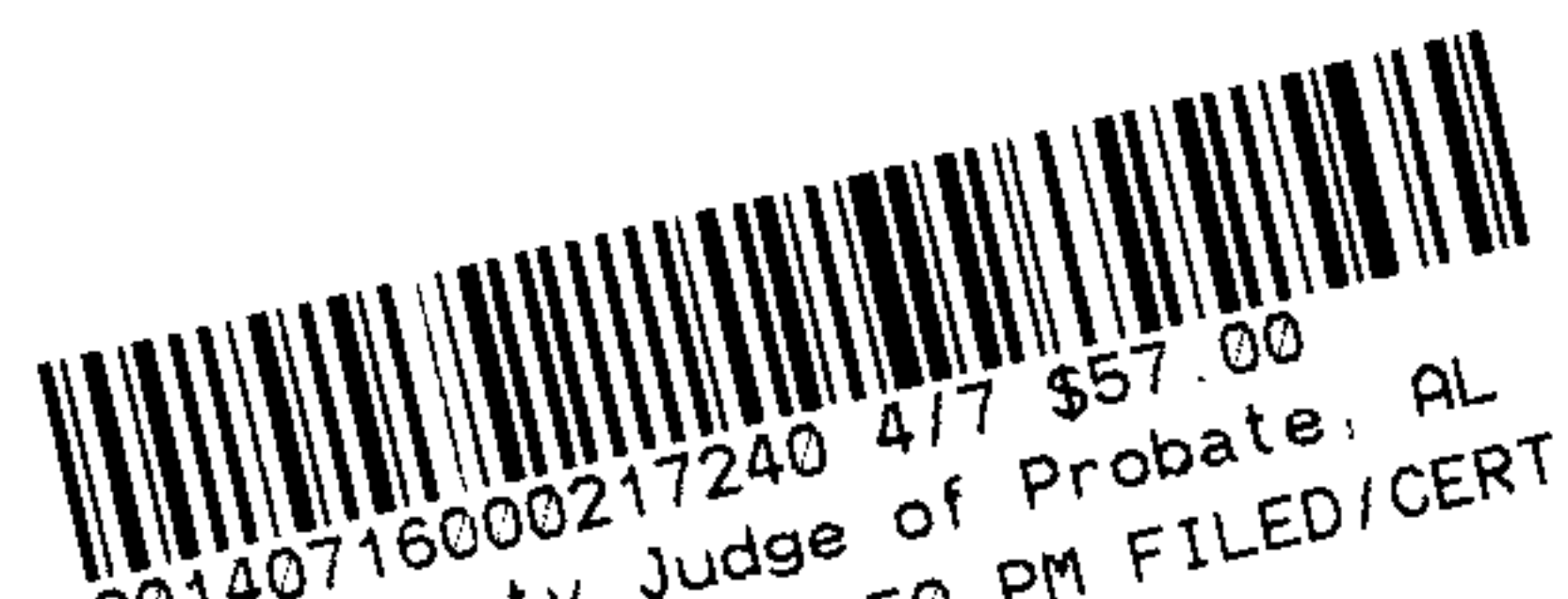
Title: **Attorney In Fact**
Attorney In Fact

Quitclaim Deed (Cash) - Page 4

For use with "fdicauctionabsolutecontract042611_recorp_final.doc"

26APR11VMJH

04\docs\fdicauctionabsolute042611_qcd_recorp.doc

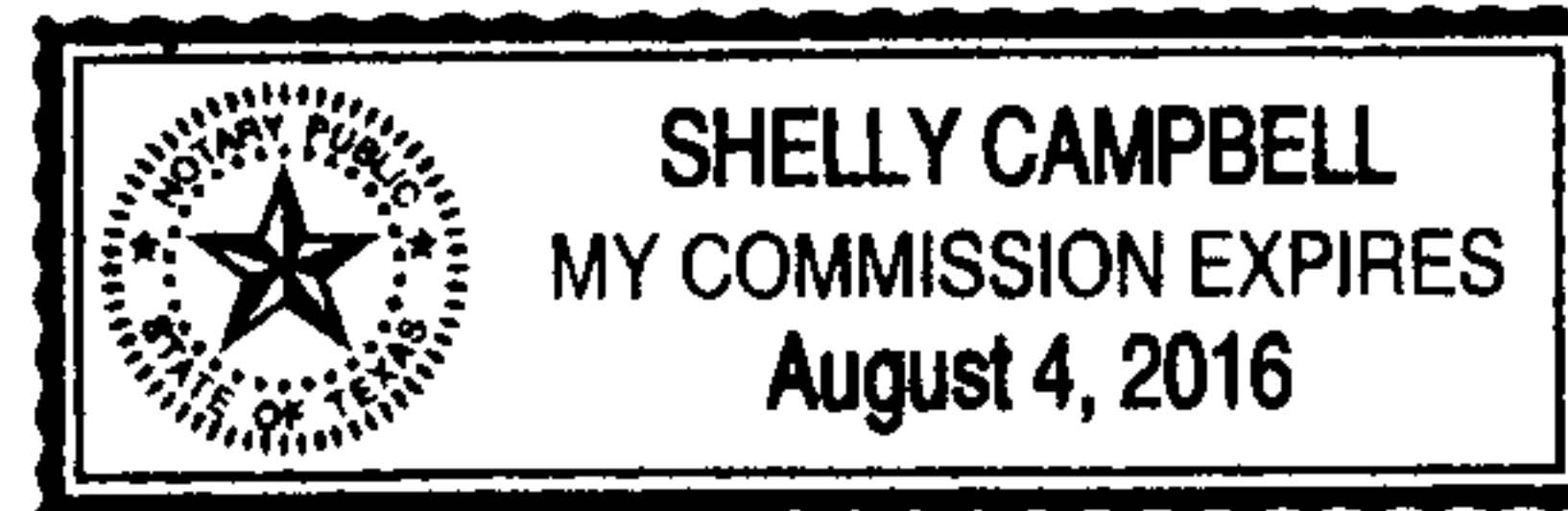

20140716000217240 4/7 \$57.00
Shelby Cnty Judge of Probate, AL
07/16/2014 12:39:50 PM FILED/CERT

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20 day of JUNE,
2014, by FILMORE CRANK JR., Attorney in Fact of the Federal Deposit Insurance
Corporation, as Receiver for FRONTIER BANK, on behalf of said entity.

Shelly Campbell
Notary Public, State of TEXAS



Quitclaim Deed (Cash) - Page 5
For use with "fdicauctionabsolutecontract042611_recorp_final.doc"
26APR11\MJH
04\docs\fdicauctionabsolute042611_qcd_recorp.doc

20140716000217240 5/7 \$57.00
Shelby Cnty Judge of Probate, AL
07/16/2014 12:39:50 PM FILED/CERT


EXHIBIT "A"

**Lot 3 and 4, according to the Survey of K. W. Schafner Properties, as recorded in Map Book 6, page 98,
in the Probate Office of Shelby County, Alabama.**

FDIC

DATE: 9/18/13

INITIALS: SS


20140716000217240 6/7 \$57.00
Shelby Cnty Judge of Probate, AL
07/16/2014 12:39:50 PM FILED/CERT

Shelby County, AL 07/16/2014
State of Alabama
Deed Tax: \$25.00

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	D&P LLC
Mailing Address	1601 Bryant Street Dallas, TX 75201	Mailing Address	P.O. Box 127 Jemison, AL 35085
Property Address	1110 Valentine Lane Wilsonville, AL 35186	Date of Sale	June 24, 2014
		Total Purchase Price	\$25,000.00
		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 checked="" type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input 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	June 24, 2014	Print	William Parker Cochran
Unattested	(verified by)	Sign	(Grantor/Grantee/Owner/Agent) circle one

