


Recording requested by
and when recorded return to:
Max Land and Homes
25 County Road 1012
Montevallo, AL 35115

Asset No. 10471004738
Send tax notice to:
~~Federal Deposit Insurance Corporation/~~
~~1601 Bryan Street/~~ James R. Blackmon
~~Dallas, TX / 75201/~~ 25 County Road 1012
Montevallo, AL 35115

_____ space above this line for Recorder's use only

QUITCLAIM DEED
(Without Covenant, Representation, or Warranty)

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §


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Shelby Cnty Judge of Probate, AL
10/16/2014 01:03:37 PM FILED/CERT

RECITALS

WHEREAS, FRONTIER BANK, LAGRANGE, GEORGIA (the "Institution"),
acquired the Property by that certain MORTGAGE FORECLOSURE DEED dated
SEPTEMBER 28, 2011, and recorded in Instrument # 20110928000286850 of the records of
SHELBY County, ALABAMA, on SEPTEMBER 28, 2011; and

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 FIFTY FIVE THOUSAND AND
NO/100 DOLLARS (\$55,000.00), the receipt and sufficiency of which are hereby acknowledged,
hereby RELEASES, CONVEYS and QUITCLAIMS to JAMES R. BLACKMON and
TIMOTHY LEE LOGAN ("Grantees"), whose address is 25 County Road 1012, Montevallo, AL
35115, 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SAME MAY BE HEREAFTER AMENDED OR SUPERSEDED, ARE EXCLUDED, all of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**

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Shelby County, AL 10/16/2014
State of Alabama
Deed Tax: \$55.00

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, 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

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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.

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IN WITNESS WHEREOF, this Quitclaim Deed is executed on October 8 2014

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for FRONTIER BANK, LaGrange, Georgia

By: 

Name: **Fillmore Crank Jr.**

Title: **Attorney In Fact**

Attorney in Fact

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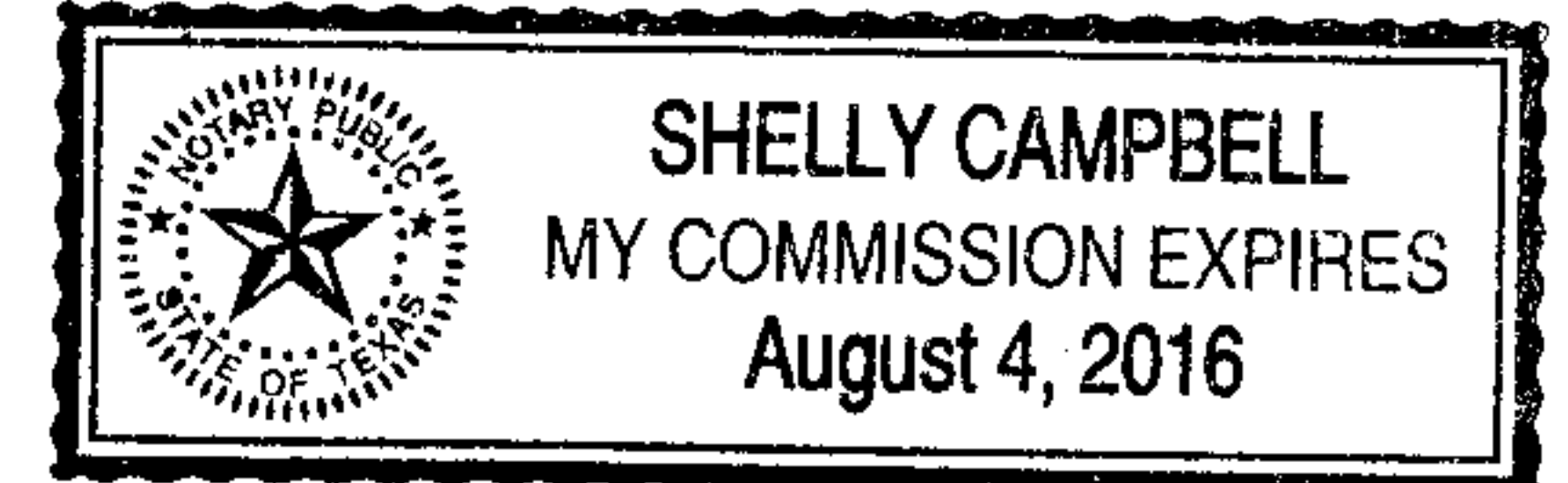
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ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §
§

This instrument was acknowledged before me on the 8 day of OCTOBER,
2014, by FRANK CRANE, JR., Attorney in Fact of the Federal Deposit Insurance
Corporation, as Receiver for Frontier Bank, LaGrange, Georgia, on behalf of said entity.

Shelly Campbell
Notary Public, State of TEXAS



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EXHIBIT "A"

PARCEL I: ✓

A part of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, more particularly described as follows:

Beginning at the SW corner of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, and run North 00°20'45" West along the West line of said 1/4 - 1/4 section and along an existing barbed wire fence a distance of 944.38 feet to a set steel rebar corner at a fence corner; thence run North 85°12'57" East along an existing barbed wire fence a distance of 606.15 feet to a steel corner at a fence corner; thence run South 02°04'21" East along an existing barbed wire fence a distance of 474.98 feet to a found 3 inch open top pipe corner at a fence corner; thence run South 82°15'22" West along an up and down barbed wire fence a distance of 283.59 feet to a found 3 inch open pipe corner; thence run South 01°58'03" West along an up and down barbed wire fence a distance of 488.31 feet to a set steel corner on the South line of said 1/4 - 1/4 section; thence run North 88°55'11" West along said South line of said 1/4 - 1/4 section a distance of 317.80 feet to the point of beginning; situated in Shelby County, Alabama.

PARCEL II: ✓

A part of the NE 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 12 East, more particularly described as follows:

Commence at the NE corner of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama, and run thence North 88°55'11" West along the North line of said section a distance of 684.17 feet to a steel rebar corner and the point of beginning of the property being described; thence continue last described course along an existing fence line a distance of 268.36 feet to a steel rebar corner; thence run South 03°11'49" East along the East line of White Oak Street a distance of 240.86 feet to a found steel corner; thence run North 78°51'05" East a distance of 107.79 feet to a found steel corner; thence run South 84°33'02" East a distance of 150.25 feet to a found steel corner; thence run North 02°35'34" West a distance of 230.04 feet to the point of beginning, situated in Shelby County, Alabama.

A 60 foot right of way easement for ingress and egress being described as follows:

Commence at the NE corner of the NE 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 12 East; thence run North 88°55'11" West along the North line of said 1/4 - 1/4 for 1017.79 feet to a found 1/2 inch rebar; thence continue on the last described course for 30.00 feet to the point of beginning of a 60 foot right of way for ingress and egress lying 30 feet on either side of the following described centerline; thence run South 01°04'49" West for 183.72 feet; thence run South 83°42'29" East for 78.29 feet; thence run South 03°11'49" East for 242.11 feet; thence run South 02°55'21" West for 264.12 feet; thence run South 34°28'53" West for 55.04 feet to its intersection with the centerline of Shelby County Highway No. 155 and the end of said right of way, being situated in Shelby County, Alabama.

PARCEL III: ✓

A parcel of land situated in the South 1/2 of Fractional Section 1, Township 24 North, Range 12 East, described as follows:

Commence at a 2 1/2" pipe in place accepted as the Southeast corner of Fractional Section 1, Township 24 North, Range 12 East, Shelby County, Alabama, said point being the point of beginning; from this beginning point proceed North 02°13'28" West for a distance of 1264.44 feet to a 2 1/2" pipe in place; thence proceed North 65°29'33" West along a fence for a distance of 904.71 feet to a 2 1/2" pipe in place being located on the Easterly right of way of Shelby County Highway No. 19; thence



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proceed Southeasterly along the Easterly right of way of said highway and along the curvature of a concave curve right having a delta angle of 27°06'03" and a radius of 714.01 feet for a chord bearing and distance of South 26°51'59" East, 334.59 feet to the P.T. of said curve; thence proceed South 13°19'16" East along the Easterly right of way of said road for a distance of 1009.16 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 10°02'12" and a radius of 1522.61 feet; thence proceed Southeasterly along the Easterly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 18°21'12" East, 286.38 feet to a 1/2" capped rebar in place; thence proceed South 75°23'32" East for a distance of 418.20 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

Lots 7, 8, 9, 10 and 11, according to the survey of Valley Grande Farms, as recorded in Map Book 40, Page 55, in the Probate Office of Shelby County, Alabama.

PARCEL IV:

A parcel of land in the South 1/2 of Fractional Section 1, and part of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, described as follows:

Commence at a 2 1/2" open top pipe in place accepted as the Southwest corner of Fractional Section 1, Township 24 North, Range 12 East, Shelby County, Alabama, said point being the point of beginning; from this beginning point, proceed North 88°02'46" West for a distance of 443.36 feet to a 1" open top pipe in place; thence proceed North 88°44'43" West for a distance of 554.57 feet (set 1/2" rebar); thence proceed North 01°34'51" East for a distance of 513.51 feet to a 2 1/2" open top pipe in place; thence proceed North 84°11'20" East along a fence for a distance of 283.63 feet to a 2 1/2" open top pipe in place; thence proceed North 45°09'22" East along a fence for a distance of 202.15 feet to a 2 1/2" open top pipe in place; thence proceed North 63°23'33" East for a distance of 578.51 feet; thence proceed North 01°32'49" West for a distance of 320.50 feet to a 2 1/2" open top pipe in place; thence proceed South 65°33'28" East for a distance of 476.35 feet to a 1/2" capped rebar in place, said point being located on the Westerly right of way of Shelby County Highway No. 19; thence proceed South 45°17'14" East along the Westerly right of way of said highway for a distance of 150.34 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 31°57'33" and a radius of 634.07 feet; thence proceed Southwesterly along the Westerly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 29°17'55" East, 349.11 feet to the P.T. of said curve being a 1/2" capped rebar in place; thence proceed South 13°19'34" East along the Westerly right of way of said road for a distance of 1009.23 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 07°24'15" and a radius of 1602.61 feet; thence proceed Southeasterly along the Westerly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 16°56'01" East, 206.96 feet to a 3/4" rebar in place; thence proceed North 65°03'54" West along a fence for a distance of 342.35 feet; thence proceed North 68°38'21" West along a fence for a distance of 101.64 feet; thence proceed North 69°37'11" West along a fence for a distance of 42.57 feet; thence proceed North 65°24'33" West along a fence for a distance of 34.33 feet; thence proceed North 81°22'12" West along a fence for a distance of 45.10 feet; thence proceed North 59°38'10" West along a fence for a distance of 225.11 feet to a 1/2" rebar in place; thence proceed North 58°35'57" West along a fence for a distance of 286.79 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

Lots 1, 2, 3, 4, 5 and 8, according to the survey of Valley Grande Farms, as recorded in Map Book 40, Page 55, in the Probate Office of Shelby County, Alabama.

FDIC

DATE:
9/18/13/9/25
INITIALS: SS/AF

10/17/14

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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 and LaGrange, Georgia

Mailing Address 1601 Bryan Street Dallas, TX 75201

Property Address 35.74 Acres on County Road 19 Montevallo, AL 35115

Grantee's Name James R Blackmon and Timothy Lee Logan

Mailing Address 25 County Road 1012 Montevallo, AL 35115

Date of Sale October 8, 2014

Total Purchase Price \$55,000.00

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

☒ Sales Contract

☐ Closing Statement

☐ Appraisal

☐ Other _____

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 October 8, 2014

☐ Unattested

(verified by)

Print

William Cooker

Sign

[Signature]

(Grantor/Grantee/Owner/Agent) circle one



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