
[illegible]

SPECIAL WARRANTY DEED

STATE OF ALABAMA §
§
COUNTY OF SHELBY §

WHEREAS, FRONTIER BANK, LA GRANGE GA
(the "Institution"), acquired the Property by that certain FORECLOSURE DEED dated
DECEMBER 4, 2012, and recorded in Volume *, Page of the records of
SHELBY County, ALABAMA, on FEBRUARY 8, 2012; 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 SIXTY SIX THOUSAND _____ AND NO/100 DOLLARS (\$66,000 _____.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 STATEWIDE CORPORATION, A KENTUCKY CORPORATION _____ ("Grantee"), whose address is 765 MEEKS RD OAKLAND, KY 42159 _____, 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,

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State of Alabama
Deed Tax:\$66.00

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 8-21-15.

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

By: [Signature]

Name: WESLEY C. NEWBOLD
ATTORNEY IN FACT

Title: Attorney in Fact

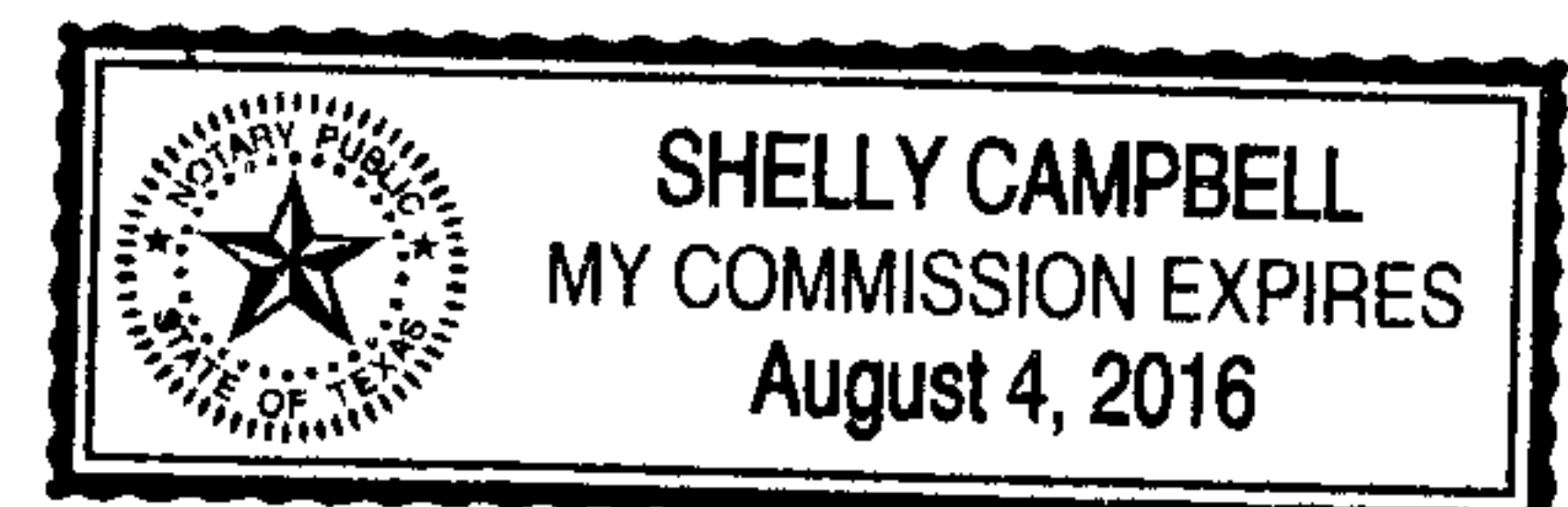
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of August 2015,
by Wesley C. Newbold, Attorney in Fact of the Federal Deposit Insurance
Corporation, as Receiver for FRONTIER BANK, LA GRANGE GA, on behalf of said
entity.

[Signature]
Notary Public, State of TEXAS

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EXHIBIT "A"

Parcel I:

A part of the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4, Section 4, Township 20 South, Range 1 East; being more particularly described as follows:
Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 20 South, Range 1 East, for the point of beginning; thence run Southerly along the West boundary line of said Northeast 1/4 of Southwest 1/4, a distance of 188 feet to a point at the Northwest corner of James Fulton Sims and wife, Jewel McKinney Sims property as described in Deed Book 280, Page 466 and Deed Book 283, page 597; thence run East along the North boundary of line of said Sims property a distance of 157.5 feet to the Northeast corner of said Sims property; thence turn an angle to the right and run Southerly and parallel to the West boundary line of said Northeast 1/4 of Southwest 1/4, a distance of 457 feet more or less to a point on the right of way line of County Highway 51; thence turn to the left and run in an Easterly direction along said right of way a distance of 232 feet to a point; thence turn to the left and run Northerly and parallel to the West boundary line of said Northeast 1/4 of Southwest 1/4 a distance of 670 feet more or less to a point on the South boundary line of the Southeast 1/4 of Northwest 1/4 of said Section 4; thence turn to the right and run Easterly along said South boundary line a distance of 130 feet to a point; thence turn to the left and run Northerly and parallel to the West boundary line of said Southeast 1/4 of Northwest 1/4, a distance of 502 feet more or less to a point on the North boundary line of said Southeast 1/4 of the Northwest 1/4; thence turn to the left and run Westerly along said North boundary line a distance of 533.32 feet to a point on the Northwest corner of said Southeast 1/4 of Northwest 1/4; thence turn to the left and run Southerly along the West boundary line of the Southeast 1/4 of Northwest 1/4 a distance of 502 feet more or less to the point of beginning. Said tract of land lying in the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4, Section 4, Township 20 South, Range 1 East, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Less and except, a tract of land consisting of approximately one and one-half acres situated in the Southwest corner of the Southeast 1/4 of the Northwest 1/4 and the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 20 South, Range 1 East, Shelby County, Alabama, more particularly described as commencing at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 20 South, Range 1 East, point of beginning, run South along Forty line 188 feet, then East 157 1/2 feet to a point, then North and parallel with West Forty line 416 feet, then West 157 1/2 feet to a point on the Forty line, then South along Forty line 228 feet to a point and the point of beginning.

Parcel II:

A part of the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4, Section 4, Township 20 South, Range 1 East; being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4, Section 4, Township 20 South, Range 1 East; thence run Easterly along the North boundary line of said Northeast 1/4 of the Southwest 1/4 a distance of 403.31 feet to the point of beginning; thence turn to the right and run Southerly and Parallel to the West line of said Northeast 1/4 of the Southwest 1/4 a distance of 670 feet more or less to a point on the right of way line of County Highway 51; thence turn to the left and run Easterly along said right of way line a distance of 232 feet more or less to a point at the Southwest corner of the Jessie Frances Ramsey property as described in Deed Book 338, page 734; thence turn to the left and run North and parallel to the East line of the said Northeast 1/4 of the Southwest 1/4 which is the West line of said Ramsey property, a distance of 120 feet to a point; thence turn to the right and run 400 North of East (according to said deed) a distance of 200 feet to a point; thence run East along said Ramsey property a distance of 108 feet to a point on the West line of the James Rodney Eaves property as described in Deed Book 315, page 709; thence turn to the left and run North along the said West line of the said James Rodney Eaves property and parallel to the East line of said Northeast 1/4 of the Southwest 1/4 and the East line of the Southeast 1/4 of the Northwest 1/4, a distance of 988 feet to a point on the North boundary line of said Southeast 1/4 of the Northwest 1/4 which is the Northwest corner of the said James Rodney Eaves property; thence turn left and run Westerly along the said North boundary line of the Southeast 1/4 of the Northwest 1/4 a distance of 368 feet to a point; thence turn to the left and run Southerly and parallel to the West line of said Southeast 1/4 of the Northwest 1/4 a distance of 502 feet more or less to a point on the South line of said Southeast 1/4 of the Northwest 1/4 thence turn to the right and run Westerly along said South line a distance of 130 feet to the point of beginning. Said tract of land



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EXHIBIT "A"

is lying in the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4, Section 4, Township 20 South, Range 1 East, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Less and except:

The Survey of Yellow Leaf Farms, as recorded in Map Book 39, Page 134, in Shelby County, Alabama.
A Resurvey of Lots 1-4, 6-10, 12-19 and 21-23 of Yellow Leaf Farms, as recorded in Map Book 41, Page 139 in Shelby County, Alabama.

PARCEL III:

Lots 3A, 4A, 6A, 7A, 8A, 9A, 10A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 30A, 32A, 33A, 34A, 35A, 36A, 37 A, 38A, 39A and Common Area according to A Resurvey of Lots 1-4, 6-10, 12-19 and 21-23 of Yellow Leaf Farms, as recorded in Map Book 41, Page 139 in Shelby County, Alabama.

FDIC

1: R Green

2: A Fitchue

Date: 12/17/13

Wes

8-21-15




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EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 2. All taxes for the year 2015 and subsequent years, not yet due and payable.
 3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.
 4. Rights or claims of parties in possession not shown by the public records.
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
 6. The policy does not insure against any reappraisal, assessed value adjustment, roll back or escape taxes which may become due by virtue of any action of the Office of the Tax assessor, The Office of the Tax collector, and/or the board of Equalization.
 7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
 8. The policy to be issued contains an arbitration clause. All arbitral matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company of the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.
 9. Building lines, right of ways, easements, restrictions, reservations and conditions, if any.
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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, as Receiver for Frontier Bank, LaGrange, GA	Grantee's Name	Statewide Corporation
Mailing Address	1601 Bryan Street, #10471004774 Dallas, TX 75201	Mailing Address	765 Meeks Rd Oakland, KY 42159
Property Address	33 Lots Yellow Leaf Farms SD Chelsea, AL 35043	Date of Sale	August 31, 2015
		Total Purchase Price	\$66,000.00
		or	
		Actual 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 type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" 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 of 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 August 31, 2015

☐ Unattested

JP

(verified by)

Print

Paul B. Lee

Sign

Paul B. Lee

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

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