

After recording return to:
ServiceLink
1400 Cherrington Parkway
Moon Township, PA 15108
Servicelink No. 180206134

20180730000271600
07/30/2018 03:32:45 PM
DEEDS 1/6

Mail tax statements to:
The Secretary of Housing and Urban Development
C/O Information Systems and Network Corp.
Shepherd Mall Office Complex
2401 NW 23rd Street, Suite 1D
Oklahoma City, OK 73107-2420

This document prepared by:
George Vaughn, Esq.
8940 Main Street
Clarence, NY 14031
716-634-3405

SPECIAL WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

THIS DEED made and entered into on this 4 day of June, 2018, by and between **Texas Capital Bank, N.A.**, a mailing address of 425 Phillips Blvd, Ewing, NJ 08618, hereinafter referred to as Grantor(s) and **The Secretary of Housing and Urban Development**, a mailing address of C/O Information Systems and Network Corp., Shepherd Mall Office Complex, 2401 NW 23rd St, Suite 1D, Oklahoma City, OK 73107-2420, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor(s), for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee(s) the following described real estate located in Shelby County, Alabama:

Lot 58A, according to the survey of The Enclave Phase 1, a resurvey of Lots 57-59, as recorded in Map Book 42, Page 33, in the Probate Office of Shelby County, Alabama.

Property commonly known as: 504 Enclave Court, Calera, AL 35040

Prior Instrument reference: Instrument No. 20180501000146840, recorded on 05/01/2018, in the Office of the Judge of Probate of Shelby County, Alabama.

This conveyance is subject to easements, covenants, conditions, restrictions, reservations, rights-of-way and limitations of record, if any.

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee(s) and unto the heirs, administrators, successors or assigns of the Grantee(s) forever in fee simple.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Executed this 8 day of June, 2018.

Texas Capital Bank, N.A.

By: _____

Print Name: Steven Kravitz

Title: Vice President and Assistant Secretary

STATE OF New Jersey
COUNTY OF Mercer

I, STACY SUTYINSKY, a Notary Public, in and for said County in said State, hereby certify that Steven Kravitz, whose name as Vice President and Assistant Secretary of Texas Capital Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such Steven Kravitz and with full authority, executed the same voluntarily for and as the act of said Texas Capital Bank, N.A.

Given under my hand and seal this the 8 day of June, 2018.

[Signature]
NOTARY PUBLIC
My commission expires: 9/13/21

STACY SUTYINSKY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 13, 2021
ID# 50045712

No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and/or their agents; no boundary survey was made at the time of this conveyance.

CORPORATE RESOLUTION

The undersigned hereby certifies that he/she is the duly elected President, Texas & CLO of Texas Capital Bank, N.A., a national banking association organized under the laws of the United States of America (the "Company"), and further certifies that the following are true copies of resolutions duly adopted by the Board of Directors of the Company effective as of the Effective Date of Resolution set forth below, that remain in full force and effect and do not conflict with the governing documents of Company.

BE IT RESOLVED that those employees of Cenlar FSB ("Cenlar") listed below (the "Document Executing Officers") are hereby authorized in furtherance of a certain Subservicing Agreement between Cenlar and the Company dated as of February 5, 2015 (the "Subservicing Agreement"):

- a. to execute and (where required by law or custom) to attest, acknowledge and record:
 1. requests for delivery of custodial mortgage loan documents, reconveyances, substitutions of trustees, discharges releases and satisfactions of deeds of trust, trust deeds, mortgage and security deeds (each a "Security Instrument");
 2. notes, or other debt instruments upon payment in full;
 3. partial releases of collateral encumbered by any Security Instrument,
 4. modifications and/or extensions of so-called "balloon reset" mortgages
 5. modifications of notes and Security Instruments upon the prior written approval of the Company;
 6. substitutions of trustees, pleadings, notices, deeds and other instruments necessary to institute, continue or complete foreclosure of loans;
 7. all documents, including all deeds and conveyances necessary to effect the sale and/or liquidation of a mortgaged property;
 8. any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of a property acquired by Company or an investor by foreclosure or other process, including but not limited to, grant, warranty, quit claim and statutory deeds or similar instruments of conveyance;
 9. any documents or instruments in connection with any bankruptcy or receivership of an obligor or mortgagor on a loan;
 10. to execute all necessary documents to file claims with insurers on behalf of Company with respect to the mortgage loans or other assets;
 11. the power to indorse instruments required to effectuate mortgage loan payments, refunds or disbursement of insurance or other miscellaneous proceeds, such as checks evidencing such payments, refunds or proceeds; and

12. with the prior written approval of Company any and all other related instruments and documents;
- b. to declare defaults with respect to a mortgage loan or other asset;
 - c. to give notices of intention to accelerate and of acceleration and any other notices as reasonably necessary or appropriate;
 - d. to post all notices as required by law and the loan documents, including the debt instrument and the instruments securing a loan in order to foreclose or otherwise enforce the Security Instruments;
 - e. pursue appropriate legal action and conduct the foreclosure or other form of sale and/or liquidation, issue bidding instructions with respect to such sale,;
 - f. to conduct eviction or similar dispossessory proceedings;
 - g. to take possession of collateral on behalf of Company or an investor;
 - h. to file suit and prosecute legal actions against all parties liable for amounts due under a loan, including but not limited to, any deficiency amounts due following foreclosure or other acquisition or disposition of an asset;
 - i. to assign, convey, accept, or otherwise transfer the interest in any asset on behalf of Company; and
 - j. to take such other actions and exercise such rights which may be taken by Company on behalf of investors or custodians with respect to any mortgage loan or other asset, including but not limited to, realization upon all or any part of a loan or any collateral therefor or guaranty thereof;
 - k. to take any such actions and execute such documents as may be necessary to fulfill Cenlar's obligations to investors and Company under the Subservicing Agreement.

This authorization shall last the length of time as the Document Executing Officers individually are employed at Cenlar. The authorization is at the convenience and pleasure of Company and is revocable upon notice. Further, the authority of the aforesaid individuals is specifically and strictly limited to the purpose stated above. If not revoked sooner, such officer status shall terminate upon the transfer or termination of an individual from a position requiring these services;

BE IT FURTHER RESOLVED that the Document Executing Officers appointed shall be titled as Vice President and Assistant Secretary, for the purpose of enacting the above; and

BE IT FURTHER RESOLVED that the Document Executing Officers authorized hereby are:

Jeanne Bader
Michael Blair
Patricia Bracey
Robin Brodsky
Francine Bryant
Lauren Cromer
Kathleen D'Amore
Jennifer Dobron
Marianne Doroba


Nancy Irwin
Mark Kelbaugh
Steven Kravitz
Jacqueline Lenarski
Donna J. Lynch
Joanne P. McGrath
David J. Miller Jr
Angela Pulli
Krista Radwanski

James Dunmeyer
Meredith Gillespie
Kim Hagen

Hallie Richards
Robert Weis

BE IT FURTHER RESOLVED that pursuant to the Subservicing Agreement, certain individuals of Cenlar may have engaged in loss mitigation activities involving mortgage loans and may have, with Company's approval, executed loan modifications, repayment agreements and other documents in the name of Company but without express authority to do so. The execution by such individuals of any such paper or document or the doing by them of any act in connection with the foregoing matters, if taken within the scope of the Subservicing Agreement, is hereby ratified by Company.

Effective Date of Resolution: February 5, 2015


By: Vince Ackerson
Title: President, Texas & CLO

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Texas Capital Bank, N.A.
Mailing Address 425 Phillips Blvd
Ewing, NJ 08618

Grantee's Name THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Mailing Address c/o Information Systems and Network Corp.
Shepherd Mall Office Complex, 2401 NW 23rd St, Suite 1D
Oklahoma City, OK 73107-2420

Property Address 504 Enclave Court
Calera, AL 35040

Date of Sale 06/08/2018
Total Purchase Price \$ 10.00
or
Actual Value \$

20180730000271600 07/30/2018 03:32:45 PM DEEDS 6/6 or
Assessor's Market Value \$ 138,900.00

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 07/30/2018

Print Shirley Skolnekovich

☐ Unattested

[Signature]
(verified by)

Sign

[Signature]
(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/30/2018 03:32:45 PM
\$31.00 CHERRY
20180730000271600

Form RT-1