

SPECIAL WARRANTY DEED

State of Florida

Date: September 21, 2011

Grantor: **SHORES OF PANAMA COLLATERAL, LLC, a Georgia limited liability company**

Grantor's Mailing Address (including county):

3284 Northside Parkway, Fulton County, Atlanta, GA 30327

Grantee: **James Barksdale and Elaine Barksdale, husband and wife**

Grantee's Mailing Address:

P.O. Box 587, Fyffe, AL 35971

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description (including any improvements):

See Exhibit A attached hereto and incorporated herein by reference.

Whereas, the subject Property hereinabove described was acquired by Grantor by that certain Special Warranty Deed executed on March 26, 2009, and recorded on March 27, 2009, in Book 3140 at Page 1982 of the Official Public Records of Real Property for Bay County, State of Florida.

Grantor, for the consideration stated and subject to any reservations from and exceptions to conveyance and warranty stated herein, grants, sells and conveys to Grantee the Property, any and all improvements located thereon and affixed thereto, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold the Property unto Grantee, Grantee's successors and assigns forever, subject to (a) the Permitted Encumbrances, as hereinafter defined, and (b) the exceptions, limitations and conditions herein set forth. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any reservations from and exceptions to conveyance and warranty herein, when and only when the claim is by, through, or under Grantor but not otherwise.

Except for the limited covenant of warranty stated immediately above, the Property is conveyed: (a) without covenant, representation, or warranty of any kind or nature, express or implied, and (b) subject to the following matters (such matters hereinafter referred to individually and collectively as "**Permitted Encumbrances**"): (1) easements, rights of way, and prescriptive rights, whether of record or not; licenses and leases, whether written or oral, recorded or unrecorded; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances; liens, conveyances, and other instruments affecting the Property that have not been created, or do not arise, by, through, or under Grantor; rights of co-owners and co-tenants; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or protrusions, or overlapping of improvements; any condition, right, claim, or other matter which would be revealed by a current survey of the Property or which could be discovered by an inspection of the Property; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any County Water Improvement District, Municipal Utility District, or similar governmental or quasi-governmental agency; taxes and assessments of whatever kind, type, or nature, assessed, levied, due, or payable for the year or period during which this conveyance takes place and for any subsequent year or period, the payment of which Grantee assumes; taxes, penalties, and assessments for the year in which this conveyance takes place and prior years due to change in land usage, ownership, or omission and/or mistake of assessment, the payment of which Grantee assumes; (2) existing building and zoning ordinances, land use laws and regulations, and environmental regulations; and (3) rights of parties in possession.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE

CONDITION OF THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

SHORES OF PANAMA COLLATERAL, LLC, a
Georgia limited liability company

By: M. D'Alessandro
Its: Manager

Signed and sealed in the presence of:

Daphne DAVE
Witness
Printed Name: DAPHNE DAVE

Kathryn F Swanson
Witness
Printed Name: Kathryn F Swanson

GRANTOR'S ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF DUVAL)

This instrument was acknowledged before me on this the 20 day of Sept, 2011, by Melinda D'Alessandro, as the Manager of Shores of Panama Collateral, LLC, a Georgia limited liability company, acting in the capacity therein stated, who is personally known to me.

My Commission Expires:

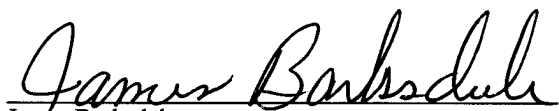
July 19, 2014


Iwona E Blazewski
Notary Public
Iwona E Blazewski
Notary's Name Printed or Typed



ACCEPTED AND AGREED TO AND DELIVERY ACKNOWLEDGED ON THIS THE 20th
DAY OF September, 2011.

GRANTEE:


James Barksdale


Elaine Barksdale

AFTER RECORDING, RETURN TO:
BRIAN D. LEEBRICK, ESQ.
BARRON, REDDING, HUGHES, FITE,
SANBORN, KIEHN, LEEBRICK & DICKEY, P.A.
220 McKenzie Avenue
Panama City, FL 32401
(850) 785-7454

EXHIBIT "A"

Legal Description

Condominium Unit: **1023**

SHORES OF PANAMA II, A CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 2835, Page 434, restated and amended by document recorded in Official Records Book 2993, Page 1997, and as may be further amended from time to time, all of the Public Records of Bay County, Florida. Subject, however, to the provisions of the Declaration of Condominium.