File # 2011047694, OR BK 3352 Page 1879, Recorded 09/23/2011 at 08:39 AM, Bill Kinsaul, Clerk Bay County, Florida Doc. D \$0.70 Deputy Clerk GB Trans # 1055648

This instrument prepared by and returnable to:
MICHAEL S. TEAL/nae
817 West New York Avenue
DeLand FL 32720
Parcel Identification No. 35317-000-000
PREPARATION OF DEED ONLY - NO TITLE SEARCH REQUESTED OR PROVIDED

# **QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, executed this \_\_\_\_\_\_\_day of September, 2011, between SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., Custodian FBO TERRY HOBBS, SR., IRA, (hereinafter the "Grantor") and EQUITY TRUST COMPANY, Custodian FBO TERRY HOBBS, SR., IRA, whose post office address is: P. O. Box 1319, Elyria, Ohio 44036, (hereinafter the "Grantee").

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of ONE (\$1.00) Dollars, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party, forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Bay and State of Florida, to-wit:

Lots 16, 17 and 18, in Block 2, of CRESTVIEW HEIGHTS, according to the plat thereof as recorded in Plat Book 8, at Page 11, of the Public Records of Bay County, Florida.

THE ABOVE-DESCRIBED PROPERTY IS HELD BY SCBT, N.A. D/B/A CBT, A DIVISION OF SCBT, N.A., PURSUANT TO THAT PURCHASE AND ASSUMPTION AGREEMENT AMONG FEDERAL DEPOSIT INSURANCE COMPANY AS RECEIVER OF COMMUNITY BANK & TRUST; SCBT, N.A.; AND THE FEDERAL DEPOSIT INSURANCE CORPORATION, DATED THE 29<sup>TH</sup> DAY OF JANUARY, 2010. SEE EXHIBIT "A" ATTACHED HERETO.

Subject to restrictions, easements, dedications, reservations and covenants, and mortgages of record, if any, as recorded in the Public Records of Bay County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: SCBT, N.A. d/b/a CBT A Division of SCBT, N.A, Custodian FBO Terry Hobbs, Sr. IRA P. O. Box 1980 Comelia GA 30531 Witness Signature SUSAN **Printed Name ACKNOWLEDGMENT** STATE OF GEORGIA **COUNTY OF HABERSHAM** SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., as Custodian for Terry Hobbs, Sr., IRA, who is personally known to me or who provided the following type of Identification acknowledged before me that he executed the foregoing instrument for the purposes therein expressed and he did not take an oath. Witness my hand and official seal in the County and State last aforesaid this 14th day of September, 2011. Notary Public Retho W Ledbe Printed Notary Signature My commission expires:

### EXHIBIT A

# PURCHASE AND ASSUMPTION AGREEMENT

### WHOLE BANK

## **ALL DEPOSITS**

## **AMONG**

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF COMMUNITY BANK & TRUST, CORNELIA, GEORGIA

# FEDERAL DEPOSIT INSURANCE CORPORATION

and

SCBT, N.A.

DATED AS OF

**JANUARY 29, 2010** 

Module 1 – Whole Bank w/ Loss Share – P&A Version 1.12 November 17, 2009

Community Bank & Trust Cornelia, Georgia

## PURCHASE AND ASSUMPTION AGREEMENT

## WHOLE BANK

### **ALL DEPOSITS**

THIS AGREEMENT, made and entered into as of the 29th day of January 29, 2010, by and among the FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of COMMUNITY BANK & TRUST, CORNELIA, GEORGIA (the "Receiver"), SCBT, N.A., organized under the laws of the United States of America, and having its principal place of business in Orangeburg, South Carolina (the "Assuming Bank"), and the FEDERAL DEPOSIT INSURANCE CORPORATION, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation").

#### WITNESSETH:

WHEREAS, on Bank Closing, the Chartering Authority closed Community Bank & Trust (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof; and

WHEREAS, the Assuming Bank desires to purchase certain assets and assume certain deposit and other liabilities of the Failed Bank on the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to 12 U.S.C. Section 1823(c)(2)(A), the Corporation may provide assistance to the Assuming Bank to facilitate the transactions contemplated by this Agreement, which assistance may include indemnification pursuant to Article XII; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined to provide assistance to the Assuming Bank on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Board has determined pursuant to 12 U.S.C. Section 1823(c)(4)(A) that such assistance is necessary to meet the obligation of the Corporation to provide insurance coverage for the insured deposits in the Failed Bank.

NOW THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:

1

Module 1 – Whole Bank w/ Loss Share – P&A Version 1.12

November 17, 2009

Community Bank & Trust Cornelia, Georgia services in the trade area. Assuming Bank will pay to the Receiver, upon the sale of a branch or branches within the year following the date of this agreement, fifty percent (50%) of any franchise premium in excess of the franchise premium paid by the Assuming Bank with respect to such branch or branches.

- 4.2 <u>Agreement with Respect to Credit Card Business</u>. The Assuming Bank agrees to honor and perform, from and after Bank Closing, all duties and obligations with respect to the Failed Bank's credit card business, and/or processing related to credit cards, if any, and assumes all outstanding extensions of credit with respect thereto.
- 4.3 Agreement with Respect to Safe Deposit Business. The Assuming Bank assumes and agrees to discharge, from and after Bank Closing, in the usual course of conducting a banking business, the duties and obligations of the Failed Bank with respect to all Safe Deposit Boxes, if any, of the Failed Bank and to maintain all of the necessary facilities for the use of such boxes by the renters thereof during the period for which such boxes have been rented and the rent therefore paid to the Failed Bank, subject to the provisions of the rental agreements between the Failed Bank and the respective renters of such boxes; provided, that the Assuming Bank may relocate the Safe Deposit Boxes of the Failed Bank to any office of the Assuming Bank located in the trade area of the Failed Bank. The Safe Deposit Boxes shall be located and maintained in the trade area of the Failed Bank for a minimum of one year from Bank Closing. The trade area shall be determined by the Receiver. Fees related to the safe deposit business earned prior to the Bank Closing Date shall be for the benefit of the Receiver and fees earned after the Bank Closing Date shall be for the benefit of the Assuming Bank.
- Agreement with Respect to Safekeeping Business. The Receiver transfers, 4.4 conveys and delivers to the Assuming Bank and the Assuming Bank accepts all securities and other items, if any, held by the Failed Bank in safekeeping for its customers as of Bank Closing. The Assuming Bank assumes and agrees to honor and discharge, from and after Bank Closing, the duties and obligations of the Failed Bank with respect to such securities and items held in safekeeping. The Assuming Bank shall be entitled to all rights and benefits heretofore accrued or hereafter accruing with respect thereto. The Assuming Bank shall provide to the Receiver written verification of all assets held by the Failed Bank for safekeeping within sixty (60) days after Bank Closing. The assets held for safekeeping by the Failed Bank shall be held and maintained by the Assuming Bank in the trade area of the Failed Bank for a minimum of one year from Bank Closing. At the option of the Assuming Bank, the safekeeping business may be provided at any or all of the Bank Premises, or at other premises within such trade area. The trade area shall be determined by the Receiver. Fees related to the safekeeping business earned prior to the Bank Closing Date shall be for the benefit of the Receiver and fees earned after the Bank Closing Date shall be for the benefit of the Assuming Bank.



# 4.5 Agreement with Respect to Trust Business.

(a) The Assuming Bank shall, without further transfer, substitution, act or deed, to the full extent permitted by law, succeed to the rights, obligations, properties, assets, investments, deposits, agreements, and trusts of the Failed Bank under trusts, executorships, administrations, guardianships, and agencies, and other fiduciary or representative capacities, all to the same

Module 1 – Whole Bank w/ Loss Share – P&A Version 1.12 November 17, 2009

Community Bank & Trust Cornelia, Georgia

extent as though the Assuming Bank had assumed the same from the Failed Bank prior to Bank Closing; provided, that any liability based on the misfeasance, malfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business is not assumed hereunder.

- The Assuming Bank shall, to the full extent permitted by law, succeed to, and be entitled to take and execute, the appointment to all executorships, trusteeships, guardianships and other fiduciary or representative capacities to which the Failed Bank is or may be named in wills, whenever probated, or to which the Failed Bank is or may be named or appointed by any other instrument.
- In the event additional proceedings of any kind are necessary to accomplish the transfer of such trust business, the Assuming Bank agrees that, at its own expense, it will take whatever action is necessary to accomplish such transfer. The Receiver agrees to use reasonable efforts to assist the Assuming Bank in accomplishing such transfer.
- The Assuming Bank shall provide to the Receiver written verification of the assets held in connection with the Failed Bank's trust business within sixty (60) days after Bank Closing.

#### Agreement with Respect to Bank Premises. 4.6

- Option to Purchase. Subject to Section 3.5, the Receiver hereby grants to the (a) Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to purchase any or all owned Bank Premises, including all Furniture, Fixtures and Equipment located on the Bank Premises. The Assuming Bank shall give written notice to the Receiver within the option period of its election to purchase or not to purchase any of the owned Bank Premises. Any purchase of such premises shall be effective as of the date of Bank Closing and such purchase shall be consummated as soon as practicable thereafter, and in no event later than the Settlement Date. If the Assuming Bank gives notice of its election not to purchase one or more of the owned Bank Premises within seven (7) days of Bank Closing, then, not withstanding any other provision of this Agreement to the contrary, the Assuming Bank shall not be liable for any of the costs or fees associated with appraisals for such Bank Premises.
- Option to Lease. The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to cause the Receiver to assign to the Assuming Bank any or all leases for leased Bank Premises, if any, which have been continuously occupied by the Assuming Bank from Bank Closing to the date it elects to accept an assignment of the leases with respect thereto to the extent such leases can be assigned; provided, that the exercise of this option with respect to any lease must be as to all premises or other property subject to the lease. If an assignment cannot be made of any such leases, the Receiver may, in its discretion, enter into subleases with the Assuming Bank containing the same terms and conditions provided under such existing leases for such leased Bank Premises or other property. The Assuming Bank shall give notice to the Receiver within the option period of its election to accept or not to accept an assignment of any or all leases (or

Module 1 - Whole Bank w/ Loss Share - P&A Version 1.12 November 17, 2009

Community Bank & Trust Cornelia, Georgia