

Recording and Drafted By and  
Requested by Return To:  
First American Title Company  
24 Greenway Plaza, Suite 850  
Houston, Texas 77046  
Attn: April Riese / NCS 450885FL16  
Asset No. 10395003075

SPECIAL WARRANTY DEED

STATE OF FLORIDA                   §  
  §  
COUNTY OF BAY                   §

RECITALS

WHEREAS, **FIRST NATIONAL BANK OF FLORIDA**, (the "Institution"), acquired the Property by that certain **CERTIFICATE OF TITLE** dated **June 23, 2009**, and recorded under Instrument No. **2009035850** of the official records of **Bay County, Florida**, on **June 24, 2009**; and

WHEREAS, the Institution was closed by **Office of Comptroller of the Currency** on **September 9, 2011**, a copy of which is hereby attached as Exhibit "C", and the **FEDERAL DEPOSIT INSURANCE CORPORATION** (the "FDIC") was appointed as receiver for the Institution (the "Receiver") in the letter attached as Exhibit "D" and acting by and through the attorney-in-fact as designated in the Limited Power of Attorney attached as Exhibit "E" and incorporated herein by this reference; 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 : Federal Deposit Insurance Corporation, as Receiver, for First Commercial Bank of Tampa Bay, a Florida Banking corporation (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, as GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto **Paul A. Hurley and Janet Hurley, Individually** ("Grantee"), whose address is **7331 Meeting Street, Bradenton, Florida 34201** that certain real property situated in **Bay County, Florida**, as described on EXHIBIT "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all singular the rights and appurtenances pertaining thereto, including, but not limited to, any right,

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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,

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



**Exhibit "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BAY, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL I:**

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF U.S. BUSINESS HIGHWAY NO. 98 AND THE NORTH LINE OF BLOCK 5 ACCORDING TO D. H. HORNE MEMORY PLAT AS RECORDED IN PLAT BOOK 4, PAGE 57 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND RUN THENCE S60°00'00"W ALONG THE NORTH LINE FOR A DISTANCE OF 386.62 FEET TO THE POINT OF BEGINNING; THENCE RUN S30°00'00"E, PARALLEL TO THE EAST LINE OF LOT 1 IN SAID BLOCK 5 FOR A DISTANCE OF 198.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF BLOCK 5; THENCE RUN S60°00'00"W FOR A DISTANCE OF 217.00 FEET; THENCE N32°41'41"W FOR A DISTANCE OF 198.22 FEET TO THE NORTH LINE OF BLOCK 5; THENCE RUN N60°00'00"E ALONG SAID NORTH LINE FOR A DISTANCE OF 226.28 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOTS 1 AND 2 IN BLOCK 5 OF SAID D. H. HORNE MEMORY PLAT.

**PARCEL II:**

COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK 5, ACCORDING TO THE D. H. HORNE MEMORY PLAT OF PART OF SECTIONS 14 AND 23, TOWNSHIP 4 SOUTH, RANGE 14 WEST, AS RECORDED IN PLAT BOOK 4, PAGE 57 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE S60°W ALONG THE NORTHERLY LINE OF SAID LOT 1, 210.46 FEET TO THE POINT OF BEGINNING; THENCE S31°45'19"E, 197.98 FEET; THENCE S60°W, 111.9 FEET, MORE OR LESS, TO THE WATERS EDGE OF ST. ANDREWS BAY; THENCE NORTHWESTERLY ALONG SAID WATERS EDGE 200 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT 1; THENCE N60°E ALONG SAID NORTHERLY LINE 134.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

## EXHIBIT "B" PERMITTED EXCEPTIONS

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. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. This item has been intentionally deleted.
8. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
9. The right, title or interest, if any, of the public to use a public beach or recreation area or any part of the land described in Schedule A hereof, lying between the water abutting said land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line; or (d) any other line which has been or which hereafter may be legally established as relating to such public use.
10. Riparian and/or littoral rights are not insured.
11. This Policy does not insure title to the beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Schedule "A".
12. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

EXHIBIT "C"  
Order Appointing Receiver



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Comptroller of the Currency  
Administrator of National Banks

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Washington, DC 20219

September 9, 2011

The Federal Deposit Insurance Corporation  
550 17<sup>th</sup> Street, N.W.  
Washington, D.C. 20429-9990

Re: The First National Bank of Florida, Milton, Florida  
Charter Number 18236

To Whom It May Concern:

You have been appointed Receiver for the above captioned bank ("Bank") effective as of the date of this letter. A copy of the *Receivership Determination and Appointment of Receiver* for the Bank is enclosed.

Please send the Office of the Comptroller of the Currency a copy of any verification of assets prepared by the Federal Deposit Insurance Corporation.

Very truly yours,

Jennifer C. Kelly  
Senior Deputy Comptroller  
Midsize/Community Bank Supervision

Enclosure

**EXHIBIT "D"**  
**FDIC's Acceptance of Appointment**



**FDIC**

**Division of Resolutions and Receiverships**  
**East Coast Temporary Satellite Office**  
7777 Baymeadows Way West  
Jacksonville, Florida 32256

(904) 256-3351

September 9, 2011

Office of Comptroller of the Currency  
Department of Treasury  
Washington, D.C. 20219

**Subject: The First National Bank of Florida**  
**Milton, Florida – In Receivership**  
**Acceptance of Appointment as Receiver**

Dear Sir or Madam:

Please be advised that the Federal Deposit Insurance Corporation accepts its appointment as Receiver of the captioned depository institution, in accordance with the Federal Deposit Insurance Act, as amended.

Sincerely,

FEDERAL DEPOSIT INSURANCE CORPORATION

By: \_\_\_\_\_

*Gregory J. Zaleski*  
Name: **Gregory J. Zaleski**  
Title: Receiver-in-Charge

Prepared by: Renee Marie Araujo, Esq.  
FDIC East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

**EXHIBIT "E"**  
**Limited Power of Attorney**

(Leave Blank Above this Line for Recording Information)  
(Space above this line must be at least 3 inches)

**LIMITED POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that the **FEDERAL DEPOSIT INSURANCE CORPORATION**, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC," acting in its Receivership capacity or separate Corporate capacity or as Manager of the FSLIC Resolution Fund has acquired and will acquire certain assets for liquidation and has determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

WHEREAS, the FDIC desires to designate **SHIRLEY A. HURT** as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW, THEREFORE, the FDIC appoints **SHIRLEY A. HURT** as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants **SHIRLEY A. HURT** the authority, subject to the limitations herein, as follows:

(1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittance therefor in the name and on behalf of the FDIC;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property, including the release and discharge of the same of record in the Official or Public Records of the Clerk of any Circuit Court or any other official public records or registries, wherever located, where payments on account of the same in redemption or otherwise may have been made by the

debtor(s), and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receive, collect and give all proper acquittance for any other sums of money owing to the FDIC for any Acquired Asset which the attorney-in-fact may sell or dispose of;

(4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements, easements, or conveyances as shall be deemed necessary or proper by the FDIC attorney-in-fact in the care and management of the Acquired Assets;

(6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of the FDIC;

(7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

(8) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

(9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;

(10) Execute, acknowledge and deliver in the name of the FDIC a power of attorney wherever necessary or required by law to any attorney employed by the FDIC;

(11) Foreclose any mortgage or other lien on either real or personal property, wherever located;

(12) Do and perform every act necessary for the use, liquidation or collection of the Acquired Assets held in the name of the FDIC;

(13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the FDIC, either in its Receivership or Corporate capacity, or as Manager of the FSLIC Resolution Fund.

This Power of Attorney shall be effective **August 1, 2010**, and shall continue in full force and effect through **July 31, 2012**, unless otherwise terminated by any official of the FDIC authorized to do so by the Board of Directors of the FDIC.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 16<sup>th</sup> day of August, 2010.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: [Signature]  
Name: **OPHELIA JONES**  
Title: Manager of Customer Service -  
East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

Signed in the presence of:

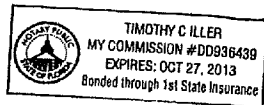
Witness: [Signature]  
Printed Name: BLAKE D JONES

Witness: [Signature]  
Printed Name: Samuel R Stangle

STATE OF FLORIDA }  
                                  }  
COUNTY OF DUVAL }

On this 16<sup>th</sup> day of August, 2010, before me, a Notary Public in and for the State of Florida appeared **OPHELIA JONES**, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said **OPHELIA JONES**, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE NOTARY SEAL BELOW HERE]

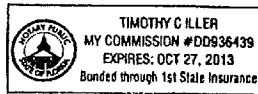


[Signature]  
Notary Public  
Printed Name of Notary: Timothy C Iller  
Commission No.: DD 936439  
My Commission expires: 10/27/2013

STATE OF FLORIDA }  
COUNTY OF DUVAL }

On this 16<sup>th</sup> day of August, 2010, before me, a Notary Public in and for the State of Florida appeared Blake D. Jones (witness #1) and Samuel R. Stangle (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw **OPHELIA JONES**, Manager of Customer Service, East Coast Temporary Satellite Office, of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, and had subscribed the same, and that they had signed the same as a witness at the request of the person who executed the same.

[PLACE NOTARY SEAL BELOW HERE]



[Signature]  
Notary Public  
Printed Name of Notary: Timothy C. Iller  
Commission No. : DD936439  
My Commission expires: 10/27/2013

CERTIFIED  
COPY OF  
ORIGINAL

TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DUVAL  
COUNTY CLERK'S OFFICE  
[Signature] 5-3-11  
Signature Date

Limited Power of Attorney - SHIRLEY A. HURT

STATE OF FLORIDA  
DUVAL COUNTY  
I, THE UNDERSIGNED Clerk of the Circuit Court, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit Court of Duval County, Florida, and the same is in full force and effect.  
WITNESS my hand and seal of Clerk of Circuit Court at Jacksonville, Florida, this the 16<sup>th</sup> day of August, A.D. 2010  
JIM FULLER  
Clerk, Circuit and County Courts  
Duval County, Florida.  
By [Signature]  
Deputy Clerk