

5 PGS  
\$44.00

RETURN TO:  
Chicago Title Insurance Company  
5447 E. Beaumont Center Blvd  
Tampa, Florida 33634  
File # 203047441 MD

*UPS*

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2011015575 5 PGS  
2011 FEB 09 03:33 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CEAGLETO Receipt#1358691  
Doc Stamp-Deed: 2,100.00

This Document Prepared by:  
Michael B. Johnson, Esq.  
MCCATHERN | MOOTY | HYDE | GRINKE, L.L.P.  
3710 Rawlins, Suite 1600  
Dallas, Texas 75219

~~When Recorded, return this Deed~~  
And send tax statements to:  
Sonny V. Joseph  
9430 Turkey Lake Road, No. 204  
Orlando, Florida 32819



Parcel ID No. 0408-06-0039  
Documentary Stamps: \$2,100.00  
*Consideration \$300,000.00*

Asset No. 10103083920  
247 S. Tamiami Trail, Venice, FL

**SPECIAL WARRANTY DEED**

This Special Warranty Deed dated as of the 2nd day of February, 2011, by the FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF COLONIAL BANK, N.A., whose address is 1601 Bryan Street, Energy Plaza, Dallas, Texas 75201 (hereinafter called "Grantor") to SONNY V. JOSEPH, an individual, whose address is 9430 Turkey Lake Road, No. 204, Orlando, Florida 32819 (hereinafter called "Grantee").

Grantor, for and in consideration of the sum of \$300,000.00, receipt whereof is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, ALIENS, REMISES, RELEASES, CONVEYS and CONFIRMS unto Grantee the following described real property known as 247 South Tamiami Trail, Venice, Sarasota County, Florida (the "Premises"):

See Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made subject and subordinate to all easements, rights-of-way, encumbrances, exceptions, covenants, conditions, restrictions, encroachments, reservations, access limitations and all other matters filed of record as of the date hereof (collectively, the "Permitted Exceptions"), but only to the extent such Permitted Exceptions affect or relate to the Property, and without limitation or expansion of the scope of the special warranty herein contained, and reference herein to the Permitted Exceptions shall not serve to reimpose same.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's 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, but with full substitution and subrogation of Grantee in and to all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof.

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.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2011 and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee. Pursuant to 12 U.S.C. §1825(b)(3), the Federal Deposit Insurance Corporation is not liable for any penalties, fines, fees or court costs resulting from the failure of any person to pay any real property tax, personal property tax, probate or recording tax or any recording or filing fees when due.

[Remainder of page intentionally left blank.]

SPECIAL WARRANTY DEED – Page 2

C:\Documents and Settings\staylor\Local Settings\Temporary Internet Files\Content.Outlook\FHL1FPOQ\Florida Special Warranty Deed (2).doc

In Witness Whereof, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF COLONIAL BANK, N.A.**

[Signature]  
Witness Signature  
Printed Witness Name: Dalphone One

[Signature]  
Witness Signature  
Printed Witness Name: Laura K. Beuch

By: [Signature]  
Printed Name: \_\_\_\_\_  
Title: Christian E. Menzel  
**Attorney in Fact**

STATE OF Florida       §  
  §  
COUNTY OF Duval       §

The foregoing instrument was acknowledged before me this 2nd day of February ~~January~~, 2011, by Christian E Menzel, Attorney-IN-Fact, of the FEDERAL DEPOSIT INSURANCE CORPORATION in its capacity as Receiver of Colonial Bank, N.A., who is personally known to me or who have produced \_\_\_\_\_ as identification.

[Seal]

NOTARY PUBLIC-STATE OF FLORIDA  
Kathryn F. Swanson  
Commission # EE047379  
Expires: DEC. 07, 2014  
BONDED THRU ATLANTIC BONDING CO, INC.

Kathryn F Swanson  
NOTARY PUBLIC - STATE OF Florida  
My Commission Expires: 12/07/2014

CONSENTED TO AND APPROVED BY:

*sonnyv*

SONNY V. JOSEPH

STATE OF FLORIDA

§  
§  
§

COUNTY OF Orange

*AL*

The foregoing instrument was acknowledged before me this 3rd day of ~~January~~ Feb., 2011, by SONNY V. JOSEPH, who is personally known to me or who have produced \_\_\_\_\_ as identification.

[Seal]



*Amy Lauber*  
NOTARY PUBLIC - STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

Legal Description

LOTS 14, 15, 16 AND 17, BLOCK 78, GULF VIEW SECTION OF VENICE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 77, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

Parcel ID No. 0408-06-0039

Commonly known as 247 South Tamiami Trail, Venice, Florida 34285

EXHIBIT A, Legal Description – Solo Page

C:\Documents and Settings\sttaylor\Local Settings\Temporary Internet Files\Content.Outlook\FHL1FPOQ\Florida Special Warranty Deed (2).doc