

# USING THIS FORM

**IT IS STRONGLY SUGGESTED THAT YOU PRINT THIS PAGE FOR REFERENCE WHILE FILLING OUT THIS FORM.**

**BEFORE YOU BEGIN FILLING THIS FORM OUT, SAVE AND RENAME IT TO A UNIQUE FILE NAME; SO THAT YOU DO NOT SAVE DATA TO YOUR TEMPLATE FILE**

This electronic form has been designed to guide you through filling out the various fields when writing an offer.

The form is locked so that you cannot change the form itself; however, there are fillable fields throughout:

- The fillable fields appear light blue on your screen. Note: this highlighting can be toggled on or off by clicking "Highlight Existing Fields" in the upper right corner (in version 9 or later of Adobe Reader).
- Scroll your mouse cursor over the fields to see specific instructions on content for each field
- Left click on the fields in order to insert text
- You may use your tab key to move from field to field and through the document
- This document uses JavaScript for input validation. For example, some fields wrap the text automatically to the next line (although some manual adjustments are needed to avoid truncated words). To allow JavaScript to run on your computer: select "Preferences" from the Adobe "Edit" menu, then select the "JavaScript" category, and check "Enable Acrobat JavaScript" at the top (if necessary).
- There are red question marks in various locations with further instructions for the field and/or section of the contract
- Neither the blue background of the fields nor the red question marks will print

Recording requested by  
and when recorded return to:



Asset No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ space above this line for Recorder's use only

SPECIAL WARRANTY DEED

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

RECITALS

WHEREAS, \_\_\_\_\_  
(the "Institution"), acquired the Property by that certain \_\_\_\_\_ dated  
\_\_\_\_\_, and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the records of  
\_\_\_\_\_ County, \_\_\_\_\_, on \_\_\_\_\_; and

WHEREAS, the Institution was closed by \_\_\_\_\_ on  
\_\_\_\_\_, and the Federal Deposit Insurance Corporation (the "FDIC") was appointed  
as receiver for the Institution (the "Receiver"); 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; and

WHEREAS, by that certain Certificate of Termination effective \_\_\_\_\_, the  
receivership estate of the Institution was terminated and the remaining assets of such estate, including,  
without limitation, all of its right, title, and interest in and to the Property, were transferred to the  
FDIC in its corporate capacity ("FDIC-Corporate").

NOW, THEREFORE, FDIC-Corporate (hereinafter, "Grantor"), whose address is 1601 Bryan  
Street, Dallas, Texas 75201, for and in consideration of the sum of TEN AND NO/100 DOLLARS  
(\$10.00) and other good and valuable consideration to said Grantor paid by Grantee named herein, the  
receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents  
does GRANT, SELL and CONVEY unto \_\_\_\_\_

\_\_\_\_\_ ("Grantee"), whose mailing address is \_\_\_\_\_  
\_\_\_\_\_ that certain real property  
situated in \_\_\_\_\_ County, \_\_\_\_\_, described on Exhibit "A" attached



hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), provided however, there is reserved and excepted herefrom, and not conveyed hereby, any and all interest in oil, gas and/or minerals, title to which is outstanding in anyone other than Grantor; there is further reserved and excepted unto Grantor, its successors and assigns, and not conveyed hereby, all remaining oil, gas, and other minerals in, on, or underlying, or that may be produced from, the Property, together with all rights and powers incident thereto, including, but not limited to, (i) bonuses, rents, and royalties relating thereto from any existing and future oil and gas leases, (ii) the perpetual, full, and absolute rights and powers to enter on the Property, including, without limitation, an easement for ingress and egress, to search for and develop oil, gas, or other minerals and to remove, transport, and dispose of such products, (iii) the exclusive right to negotiate for and procure oil, gas, and mineral leases covering any or all of such oil, gas, and other minerals, and (iv) the right to sell and convey any or all such oil, gas, or other minerals or any or all of the foregoing rights and powers as they relate to such oil, gas, and other minerals; and provided further that the conveyance of the Property hereunder is **subject to** all 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, as well as zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Property, and all matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (all of the foregoing being collectively referred to as the "Permitted Exceptions"). Grantee, by its execution and 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 Exceptions.

FURTHER, GRANTEE, BY ITS EXECUTION AND 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 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 PART 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 PART 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 legal 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 legal 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 Exceptions**.

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 construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

All *ad valorem* taxes and assessments for the Property for the year in which this Special Warranty Deed is executed have been prorated by the parties hereto as of the date of this Special Warranty Deed. By its execution and acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION,  
in its corporate capacity

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

Name: \_\_\_\_\_

Title: Attorney in Fact

GRANTEE:

\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, Attorney in Fact of the Federal Deposit Insurance Corporation, in its corporate capacity, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXHIBIT "A"

[Legal Description of the Property]



SAVE AND EXCEPT, HOWEVER, there is reserved and excepted herefrom, and not conveyed hereby, any and all interest in oil, gas and/or minerals, title to which is outstanding in anyone other than Grantor. There is further reserved and excepted unto Grantor, its successors and assigns, and not conveyed hereby, all remaining oil, gas, and other minerals in, on, or underlying, or that may be produced from, the foregoing described real property, together with all rights and powers incident thereto, including, but not limited to, (i) bonuses, rents, and royalties relating thereto from any existing and future oil and gas leases, (ii) the perpetual, full, and absolute rights and powers to enter on such property, including, without limitation, an easement for ingress and egress, to search for and develop oil, gas, or other minerals and to remove, transport, and dispose of such products, (iii) the exclusive right to negotiate for and procure oil, gas, and mineral leases covering any or all of such oil, gas, and other minerals, and (iv) the right to sell and convey any or all such oil, gas, or other minerals or any or all of the foregoing rights and powers.



EXHIBIT "B"

[Permitted Exceptions]



**EXHIBIT "B" Instruction Form**  
**DISCARD THIS PAGE AFTER PRINTING**

The exceptions listed below are samples to be a guide for filling in the previous page. You can cut and paste the paragraphs. It is strongly suggested that the language used in Exhibit "B" be prepared by a member of the legal staff affiliated with the ORE Marketing Contractor.

**Note to preparer: List hereon (i) the standard printed exceptions contained in Schedule B of the Title Policy, as listed in Section 6.(b)(i)(E) of the Contract or as otherwise set forth in said Schedule B, and (ii) any matters or conditions affecting title to the Property and reflected on the Title Commitment or the Survey and (A) not objected to by Purchaser under Section 3.(b) of the Contract, or (B) waived or deemed waived by Purchaser under Section 3.(c)(ii) of the Contract.**

1. Restrictive covenants recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, and Volume \_\_\_\_\_, Page \_\_\_\_\_, all in the \_\_\_\_\_ Records of \_\_\_\_\_ County, \_\_\_\_\_ [the standard exception as to restrictive covenants should be deleted in its entirety unless recorded restrictive covenants are specified as or deemed to be Permitted Exceptions, in which event the recording information thereof shall be listed under such exception].

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements [the standard exception as to survey may be limited to "shortages in area" only, at Purchaser's option and sole expense].

3. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities, to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to statutory water rights, including riparian rights, or to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

4. Rights of tenants and/or lessees in possession under any recorded and/or unrecorded leases and/or rental agreements [the standard exception as to rights of parties in possession may be limited to rights of tenants in possession as tenants under any presently effective unrecorded and recorded leases].

5. [e.g., Drainage easement as recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Deed and Plat Records of \_\_\_\_\_ County, \_\_\_\_\_, and as shown on that certain survey prepared by \_\_\_\_\_, surveyed on \_\_\_\_\_, and updated on \_\_\_\_\_, with certification executed by \_\_\_\_\_, Registered Professional Land Surveyor No. \_\_\_\_\_, on \_\_\_\_\_, Project No. \_\_\_\_\_ (herein, the "Survey")].

6. [e.g., Consequences, if any, arising from the encroachment of Building – 1 and Building – 3 over or into the twenty-five foot (25') building setback line pursuant to Zoning B-3, as shown on the Survey].

7. [Continue numbering as needed to list all items required by the above instructions.]