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2/24/2011 4:32:00 PM \$28.00
Book - 9907 Pg - 5591-5600
Gary W. Ott
Recorder, Salt Lake County, UT
PREMIER TITLE INS AGENCY
BY: eCASH, DEPUTY - EF 10 P.

When Recorded Mail To:
Kimiel G. Tomsic
1837 E. 6400 South
Murray, UT 84121

Mail Tax Notice to:
Kimiel G. Tomsic
1837 E. 6400 South
Murray, UT 84121

1177460-MN

Space above this line for Recorder's use

SPECIAL WARRANTY DEED

On this 16th day of February, 2011, FDIC as Receiver of Barnes Banking Company, whose mailing address is 1601 Bryan Street, Dallas, Texas 75201, Grantor, hereby conveys and warrants to

Kimiel G. Tomsic, _____, Grantee(s) of 1837 E. 6400 South, Murray, UT 84121, for the sum of Ten Dollars and other good and valuable consideration the following tract of land in Salt Lake County, State of Utah to wit:

Lot 12, Shays Lane P.U.D., according to the official plat thereof, Recorded in Book 2007P of Plats at Page 354, Records of the Salt Lake County, State of Utah.

Property Address: 1362 East Shays Grove Lane
Murray, UT 84121-1915

Tax ID No(s): 22-21-103-035

Together with improvements, fixtures, easements and appurtenances relating to the property.

TO HAVE AND HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in fee simple.

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.

FDIC ASSET NO.: 10171009506

The undersigned executes this instrument pursuant to authority granted to it by a Limited Power of Attorney, a copy of which is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

FDIC as Receiver of Barnes Banking Company

Edward L. Massey 2/16/2011

By: Edward L. Massey Date

Its: Attorney-In-Fact

CMW

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2011 before me the undersigned Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, to be the person who executed the foregoing instrument in behalf of **FDIC as Receiver of Barnes Banking Company** and who, upon oath, acknowledged himself/herself to be the attorney-in-fact for **FDIC as Receiver of Barnes Banking Company**, the within-named bargainer, and that he/she as such Attorney-in-fact executed the foregoing instrument as the free act and deed of said FDIC as Receiver of Barnes Banking Company.

WITNESS my hand and official seal at office this _____ day of _____, 2011.

See Attached Acknowledgment
Notary Public

My Commission Expires: _____

PREPARED BY: Assurance Title & Escrow, LLC, 6389 N. Quail Hollow Road, Suite 202, Memphis, TN 38120

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

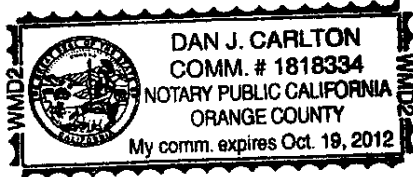
State of California

County of Orange

On 2/16/11 before me, Dan J. Carlton, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Edward L. Massey
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Dan J. Carlton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Special Warranty Deed

Document Date: 2/16/11 Number of Pages: 3

Signer(s) Other Than Named Above: Property 1362 E. Shays Grove Lane, Murray, UT 84121

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

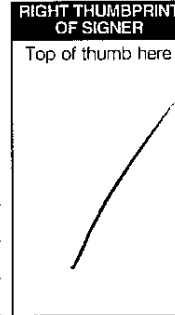
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "B"

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 Edward L. Massey 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 Edward L. Massey as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants Edward L. Massey 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 office of any Prothonotary or Register of Deeds 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 May 1, 2009, and shall continue in full force and effect through January 1, 2011, 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 2nd day of May, 2009.

FEDERAL DEPOSIT INSURANCE
CORPORATION

By: *Thornton A. Brown*
Name: Thornton A. Brown
Title: Manager of Customer Service
West Coast Temporary Satellite Office

(CORPORATE SEAL)

ATTEST: *Herbert J. Messite*
Name: Herbert J. Messite
Title: Counsel

070858

Signed, sealed and delivered
in the presence of:

Shirley L. Walker

Witness
Name: Shirley L. Walker

Tawanta L. Brinson

Witness
Name: Tawanta L. Brinson

Limited Power of Attorney
Edward L. Massey
May, 2009



STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, before me, _____
_____ personally appeared Thornton A. Brown, Manager of Customer Service who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)



UNITED STATES OF AMERICA

DISTRICT OF COLUMBIA

On this 28th day of May, 2009, before me, Notary Public in and for the District of Columbia, personally appeared Herbert J. Messite, to me known personally, who being by me first duly sworn did depose that he is a Counsel, of the Federal Deposit Insurance Corporation, at the Corporation in whose name the foregoing Power of Attorney has been subscribed, who further said that the seal affixed to the said Power of Attorney is the corporate seal of the said Federal Deposit Insurance Corporation, and that the said Power of Attorney was subscribed on behalf of the said Corporation and its seal thereto affixed by due authority of the Corporation's Board of Directors, and the said Herbert J. Messite, acknowledged the said Power of Attorney to be the free act and deed of the said Corporation.

Ann D. [Signature]
Notary Public, District of Columbia
United States of America
My Commission expires: SEPTEMBER 14, 2010 *Ann Laterna*

Limited Power of Attorney
Edward L. Masscy
May, 2009

NIYANT SHAH
Commission # 1771791
Notary Public - California
Orange County
My Comm. Expires Oct 5, 2011

ACKNOWLEDGMENT

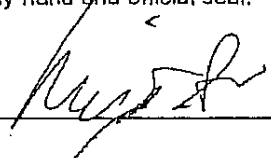
State of California
County of Orange

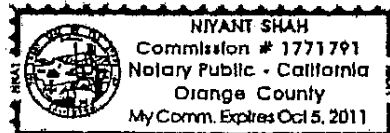
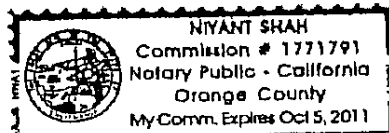
On May 26, 2009 before me, Niyant Shah, Notary Public
(Insert name and title of the officer)

personally appeared Thornton A Brown
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

AFTER RECORDING PLEASE
RETURN TO: FDIC
Attn: Natalie Jones
40 Pacifica
Irvine CA 92618

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

21.00

2009000282561 03:36pm 06/02/09

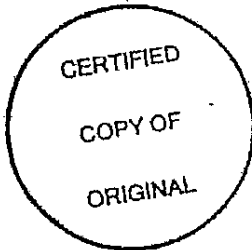
100 288 P14 6

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THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Power of Attorney



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN ORANGE COUNTY
CLERK'S OFFICE

SIGNATURE DATE

[Handwritten Signature] 6/18/2009

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

→ .055-TITLE PAGE (R7/99)