CFN 2010226906, OR BK 6283 Page 1501, Recorded 11/19/2010 at 02:58 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: \$0.70

GREGORY B. TAYLOR, P.A. 5310 N.W. 33RD AVENUE, SUITE 101 FORT LAUDERDALE, FLORIDA 33309

10-178186M

(Space above this line reserved for Recorder of Deeds certification)

#### RECEIVER'S DEED

(Deed Without Covenant, Representation, or Warranty)

For good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby GRANT, SELL and CONVEY to Grantee, without covenant, representation, or warranty of any kind or nature, express or implied, and any and all warranties that might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in the property more particularly described on Exhibit A attached hereto and incorporated herein, together with all of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto (hereinafter collectively referred to as the "Subject Property"), 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, subject, however, to all liens, 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 Subject Property, encumbrances, impositions (monetary and otherwise), 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 Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property (all of the foregoing being collectively referred to as the "Permitted

Receiver's Deed - Page 1 Washington Mutual Bank-JPMorgan Chase Bank, National Association Encumbrances"). Grantee, by its execution and acceptance of delivery of this Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances to the extent expressly assumed in writing by the Grantor or imposed upon the Grantor under applicable law.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT (i) 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 SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY **APPLICABLE** ORDINANCES, OF OR REGULATIONS ANY RULES, GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT 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 SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT 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 EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY DISCLAIMED, AND EXCLUDED FROM THIS RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION,

Receiver's Deed - Page 2 Washington Mutual Bank-JPMorgan Chase Bank, National Association SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and acceptance of delivery of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it 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 Subject Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, without covenant, representation, or warranty whatsoever, 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, and whether in the body hereof or any exhibit hereto, 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.

Grantee hereby assumes the payment of all <u>ad valorem</u> taxes, standby fees, and general and special assessments of whatever kind and character affecting the Subject Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the effective date of this Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Subject Property.

Except as expressly set forth in this Receiver's Deed, there are no third party beneficiaries to this Receiver's Deed. The covenants, promises and agreements continued in this Receiver's Deed are solely for the benefit of the Grantor and Grantee.

This Receiver's Deed is executed pursuant to that certain Purchase And Assumption Agreement among the FDIC in its corporate capacity, Grantor, and Grantee dated as of September 25, 2008.

IN WITNESS WHEREOF, this Receiver's Deed is executed by Grantor and Grantee on the dates set forth below their respective signatures hereinbelow, but to be effective for all purposes, however, as of the date first above written.

GRANTOR:

Witnesses:	FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for
SarahWilson	WASHINGTON MUTUAL BANK, formerly known as Washington Mutual Bank, FA, successor in interest to LONG BEACH
Print Name: Sarah Wilson	MORTGAGE COMPANY
	By: JPMorgan Chase Bank, National Association Its Attorney-in-Fact
Print Name Carolyn K. Cloud	By:
	Title: Vice President  Date:
	*** Pursuant To The Affidavit Attached Hereto
	GRANTEE:
Witnesses:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking
Sarah Wyloo	association
Print Name: Sarah Wilson	Ву:
Carolin Ker	Name: Kelly Livingston Title: Vice President
Print Name: Carolyn K. Cloud	Date: Vice President
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Washington Mutual Bank-JPMorgan Chase Bank, National Association

## **ACKNOWLEDGMENTS**

STATE OF FLORIDA 9
COUNTY OF DUVAL §
The foregoing instrument was acknowledged before me on the 22 day of 2010, by Kelly Livingston, as Vice President of JPMorgan Chase Bank, National Association, a national banking association, as Attorney-in-Fact for the Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, successor in interest to LONG BEACH MORTGAGE COMPANY, on behalf of the, who is personally known to me or has produced as identification.
MY COMMISSION # DD 847251 EXPIRES: December 22, 2012 Bonded Thru Notary Public Underwriters  Notary Public
STATE OF FLORIDA  \$ COUNTY OF DUVAL  The foregoing instrument was acknowledged before me on the day of day of 2010, by Kelly Livingston  Bank, National Association, a national banking association, on behalf of the
(NOTARY SEAL)  JILL KELSEY MY COMMISSION # DD 847251 EXPIRES: December 22, 2012 Bonded Thru Notary Public Underwriters

Receiver's Deed - Page 5 Washington Mutual Bank-JPMorgan Chase Bank, National Association

# TICOR Title Insurance Company

Issuing Office File No: 10-451515 Agent File No: 10-17818GM

#### Exhibit 'A'

TRACT 10:

A parcel of land lying in Section 31, Township 25 South, Range 37 East; being a part of the lands as described per O.R. Book 2978, Page 2584, of the Public Records of Brevard County, Florida, said subject parcel being more fully described as follows:

Commence at the Northwest corner of Lot 9 of the plat of "HACIENDA DEL SOL", said plat being recorded in Plat Book 25, Pages 74 through 76, inclusive, of said Public Records and said corner being marked by a 4 inch by 4 inch concrete monument stamped "PRM-#2423"; thence S. 89°57'12" E., along the North line of said plat, a distance of 1500.83 feet to the Northeast corner of Lot 16 of said plat as marked by a 4 inch by 4 inch concrete monument stamped "PRM-#2423"; thence continue S. 89°57'12" E., along the Easterly extension of said North line, a distance of 97.06 feet to the Point-of-Beginning of the lands herein described; thence departing said Easterly extension, N. 00°12'40" W., a distance of 125.00 feet to a point 561.45 feet South, by right angle measure, of the North line of said lands per O.R. Book 2978, Page 2584; thence N. 89°47'20" E., parallel with said North line, a distance of 457.32 feet to Point "A", said point being on the Westerly right-of-way line of State Road No. 3, a 50.00 foot wide right-of-way as shown on Florida State Road Department Right-of-Way Map Section 7013-103 and also being on the arc of a 2889.90 foot radius curve concave to the East which has a chord bearing of S. 09° 19'59" E.; thence Southerly, along said Westerly right-of-way line and an arc of said curve, through a central angle 02°33'12", an arc distance of 128.79 feet to a point on said Easterly extension of the North line of the plat of "HACIENDA DEL SOL"; thence departing said Westerly right-of-way line, N. 89°57'12" W., along said Easterly extension, a distance of 477.74 feet to the Point of Beginning.

TOGETHER WITH the following described parcel which lies Easterly of State Road No. 3 and is more fully described as follows:

Commence at Point "A" as established above; thence N. 89°47'20" E., parallel with said North line of O.R. Book 2978, Page 2584, a distance of 50.48 feet to a point on the Easterly right-of-way line of State Road No. 3, said point being the Point-of-Beginning of said lands lying Easterly of State Road No. 3; thence continue N. 89°47'20" E., parallel with said North line, a distance of 42 feet, more or less, to the Ordinary High Water Line (O.H.W.L.) of the Banana River, said line having an elevation of 0.52 feet, National Geodetic Vertical Datum of 1929 as provided by the Bureau of Survey and Mapping, Florida Department of Environmental Protection; thence Southerly, along said O.H.W.L., a distance of 128 feet, more or less, to a point on said Easterly extension of the North line of the Plat of "HACIENDA DEL SOL"; thence departing said O.H.W.L., N. 89°57'12" W., along said Easterly extension, a distance of 32 feet, more or less, to a point on said Easterly right-of-way line, said point also being on the arc of 2839.90 foot radius curve concave to the East which has a chord bearing of N. 09°29'51" W.; thence departing said Easterly extension, Northerly along said Easterly right-of-way line and an arc of said curve, through a central angle of 02°36'15", an arc distance of 129.08 feet to the Point-of-Beginning.

Recording Requested By and When Recorded Mail to: Washington Mutual Bank Office of the Corporate Secretary 1301 2nd Ave., WMC3501 Seattle, WA 98101

# Space Above for Recording Information

# AFFIDAVIT OF THE FEDERAL DEPOSIT INSURANCE CORPORATION

I, Robert C. Schoppe, having been first duly sworn, hereby make this Affidavit and say that:

- 1. I am an authorized representative of the Federal Deposit Insurance Corporation, an agency of the United States government (the "FDIC").
- 2. On September 25, 2008, Washington Murual Bank, formerly known as Washington Mutual Bank, FA ("Washington Washington Wa
- 3. As authorized by Sectio (114)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C § 1821(d)(2)(G)(i)(II), the FDIC, as receiver of Washington Mutual, may transfer any asset or liability of Washington Mutual without any approval, assignment, or consent with respect to such transfer.
- 4. Pursuant to the terms and conditions of a Purchase and Assumption Agreement between the FDIC as receiver of Washington Mutual and JPMorgan Chase Bank, National Association ("JPMorgan Chase"), dated September 25, 2008 (the "Purchase and Assumption Agreement"), JPMorgan Chase acquired certain of the assets, including all loans and all loan commitments, of Washington Mutual.
- 5. As a result, on September 25, 2008, JPMorgan Chase became the owner of the loans and loan commitments of Washington Mutual by operation of law.

Executed this 2111 day of October, 2008 in Seattle, King County, Washington.

Print Name: Robert C. Shoppe

Title: Receiver In Charge for FDIC as Receiver of Washington Mutual Bank

## NOTARY'S ACKNOWLEDGMENT

STATE OF WASHINGTON				)		
	1		:	٠	 )	SS.
COUNTY	OF	KING	ALT		)	

I certify that I know or have satisfactory evidence that Robert C. Schoppe is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Receiver In Charge of the Federal Deposit Insurance Corporation, as Receiver of Washington Mutual Bank to be the free and voluntary act of such party for the uses and purposes mentioned therein

Dated this 2 md day of October, 2008.

Notary Public in and for the State of Washington, residing in Leclaren

My commission expires: //

# JPMORGAN CHASE BANK, NATIONAL ASSOCIATION INCUMBENCY CERTIFICATE

I HEREBY CERTIFY that I am an Assistant Secretary of JPMorgan Chase Bank, N.A. and that the following individual, holding the title set forth opposite his/her name, is a duly elected officer of JPMorgan Chase Bank, N.A. and is authorized to sign documents related to the sale mortgage loans and real property including deeds, affidavits, contracts, and settlement statements on behalf of the Company.

Name:	Title to which appointed:		
Lisa Shepherd	Vice President		
Renee Johnson	Vice President		
Victoria Grimm	Vice President		
Dennis Gierula	Vice President		
Steven Solof	Vice President		
Kenneth Thorn	Vice President		
Harold Holbrook	Vice President		
Kelly Livingston .	Vice President		
Glenn Rusty Smallwood	Vice President		
Terri Harris	Vice President		
Cynthia Haynes-Allen	Vice President		
Joel Guaderrama	Vice President		

Lauren V. Harris, Assistant Secretary

Dated: January 23, 2009

STATE OF New Jersey **COUNTY OF Middlesex** 

On this 23rd day of January, 2009, before me the undersigned notary public, personally appeared Lauren V. Harris, Assistant Secretary of JPMorgan Chase Bank, N.A., who proved to me through satisfactory evidence of identification, which was to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose, and signed this document as her free act and deed, and the free act and deed of JPMorgan Chase Bank, N.A., in her capacity as Senior Vice President.

My Commission Expires: