

STATE OF ALABAMA  
COUNTY OF MONTGOMERY

1527  
This instrument prepared by  
Craig G. Cornwell  
Attorney  
Office of the General Counsel  
United States Department of Agriculture  
Room 827, Aronov Building  
474 South Court Street  
Montgomery, Alabama 36104

DEED OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that:

THIS INDENTURE, made and entered into this 2nd day of September, 1987, by and between THE UNITED STATES OF AMERICA, acting by and through the Farmers Home Administration, United States Department of Agriculture, GRANTOR and MORTGAGEE, under the terms of the mortgage given by GEOFFREY A. KILLIAN AND WIFE, BEVERLY E. KILLIAN, MORTGAGOR, hereinafter whether or not singular or plural, and the UNITED STATES OF AMERICA, GRANTEE, as the maker of the highest and best bid at that foreclosure sale held under the terms of the mortgage,

WITNESSETH, that,

BOOK 151 PAGE 737  
WHEREAS on January 18, 1980, Geoffrey A. Killian and wife, Beverly E. Killian, as mortgagor, executed and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 399, at pages 964-967, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgagee; and

WHEREAS in said mortgage, should default be made in the payment of any installment due under any promissory note or any extension or renewal therefore of, or agreement supplementary thereto, secured by said mortgage, or should the mortgagor fail to keep any covenant, condition or agreement contained in said mortgage, the mortgagee was authorized and empowered to declare the entire indebtedness secured by the mortgage due and payable and to foreclose said mortgage; and

WHEREAS in said mortgage, the mortgagee was authorized and empowered, in case of default, to sell the real property taken as security for said indebtedness, in compliance with the power of sale provision contained in said mortgage and the laws of the State of Alabama; and

WHEREAS the mortgagor is in default according to the terms and provisions of the said mortgage and the mortgagee has accelerated the payment of the said indebtedness declaring all of said indebtedness to be due and payable; and

- 110 -

WHEREAS the United States of America has caused a Notice of Foreclosure Sale to be published once a week for three successive weeks preceding the date of foreclosure sale in Shelby County Reporter, published in Shelby County, Alabama which notice stated the time, place and terms of sale; and

WHEREAS the United States of America has proceeded to sell real property described in said mortgage before the courthouse door in Shelby County, Alabama, during the legal hours of sale on the 27th day of August, 19 87 at public outcry to the highest bidder for cash; and

WHEREAS at said sale the last, best and highest bid for the described property in the aforementioned mortgage was the bid in the amount of Thirty One Thousand Sixty Eight and 85/100 Dollars, (\$ 31,068.85) made by United States of America;

NOW, THEREFORE in consideration of the premises and the sum of \$ 31,068.85, the grantor and mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto the United States of America, and its assigns, the following described properties situated in Shelby County, Alabama to wit:

Commence at the SE corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 1, Township 20 South, Range 2 East; thence run North along the East line of said Section a distance of 1545.37 feet to a point in Shelby County Hwy. No. 85; thence turn an angle of 59 deg. 54 min. 20 sec. to the left and run a distance of 20.91 feet to the West right of way line of said Hwy No. 85, and the point of beginning; thence turn an angle of 51 deg. 29 min. 18 sec. to the right and run along said Hwy. R/W a distance of 81.40 feet; thence turn an angle of 7 deg. 25 min. 02 sec. to the right and continue along said Hwy. R/W a distance of 255.00 feet; thence turn an angle of 72 deg. 09 min. 45 sec. to the left and run a distance of 248.70 feet; thence turn an angle of 105 deg. 38 min. 10 sec. to the left and run a distance of 257.02 feet to a County "Gravel" Road; thence turn an angle of 61 deg. 06 min. 25 sec. to the left and run along the margin of said "Gravel" road a distance of 300.27 feet to the point of beginning. Situated in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 1, Township 20 South, Range 2 East, Shelby county, Alabama, and containing 1.64 acres.


Subject to utility easements and road rights of way of record.

TO HAVE AND TO HOLD the above described property unto grantee herein and its assigns, forever, subject to the statutory right of redemption as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, the United States of America has caused this conveyance to be executed by its duly authorized representative, the State Director for Alabama, Farmers Home Administration, the United States Department of Agriculture pursuant to the authority contained in Title VII,

Code of Federal Regulations, Part 1800 and Section 35-10-1 of Code of Alabama, 1975, et seq., as amended.

UNITED STATES OF AMERICA  
GRANTOR and MORTGAGEE

By:   
State Director for Alabama  
Farmers Home Administration  
United States Department of Agriculture

BOOK 151 PAGE 739

STATE OF ALABAMA )  
COUNTY OF Montgomery )

ACKNOWLEDGMENT

I, Sandra D. Croley, a Notary Public in and for said County in said State, hereby certify that Dale N. Richey, whose name as State Director, Alabama, of the Farmers Home Administration, United States Department of Agriculture, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as State Director, Alabama, of the Farmers Home Administration, United States Department of Agriculture, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 2nd day of September, 19 87.

Sandra D. Croley  
Notary Public

(NOTARIAL SEAL)

My commission expires: 7-26-89

BOOK 151 PAGE 740

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 SEP 18 PM 1:53

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

1. Deed Tax	3	<u>Foreclosure</u>
2. Mtg. Tax		
3. Recording Fee		<u>10.00</u>
4. Indexing fee		<u>1.00</u>
TOTAL		<u>11.00</u>