

STATE OF ALABAMA
COUNTY OF MONTGOMERY

This instrument prepared by
Jack M. Purser, Jr.
Assistant Regional Attorney
Office of the General Counsel
U. S. Department of Agriculture
Room 827, Aronov Building
474 South Court Street
Montgomery, Alabama 36104

1287

DEED OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that:

THIS INDENTURE, made and entered into this 25th day of January, 19 91, 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 mortgages given by CHARLES W. BLANKENSHIP AND WIFE, JUDY BLANKENSHIP, MORTGAGOR, hereinafter whether or not singular or plural, and ALBERT E. HYLTON, A MARRIED MAN, GRANTEE, as the maker of the highest and best bid at that foreclosure sale held under the terms of the mortgages,

WITNESSETH, that,

WHEREAS on March 17, 1978, Charles W. Blankenship and wife, Judy Blankenship, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 375, at Pages 870-874, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS on June 8, 1979, Charles W. Blankenship and wife, Judy Blankenship, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 392, at Pages 521-524, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS on September 18, 1979, Charles W. Blankenship and wife, Judy Blankenship, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 396, at Pages 254-258, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS on January 4, 1980, Charles W. Blankenship and wife, Judy Blankenship, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home

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Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 399, at Pages 593-597, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS on March 4, 1981, Charles W. Blankenship and wife, Judy Blankenship, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 410, at Pages 393-397, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS on May 9, 1984, Charles W. Blankenship and wife, Judy Blankenship, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 448, at Pages 387-391, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS in said mortgages, 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 mortgages, or should the mortgagor fail to keep any covenant, condition or agreement contained in said mortgages, the mortgagee was authorized and empowered to declare the entire indebtedness secured by the mortgages due and payable and to foreclose said mortgages; and

WHEREAS in said mortgages, 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 mortgages and the laws of the State of Alabama; and

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

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 The Shelby County Reporter, a newspaper of general circulation 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 mortgages before the courthouse door in Shelby County, Alabama, during the legal hours of sale on the 2nd day of January, 1991, at public outcry at the hour of 12:02 PM to the highest bidder for cash; and

WHEREAS at said sale the last, best and highest bid for the described property in the aforementioned mortgages was the bid in the amount of Twenty Eight Thousand Five Hundred Dollars and No Cents (\$28,500.00) made by Albert E. Hylton;

NOW, THEREFORE in consideration of the premises and the sum of \$28,500.00, the grantor and mortgagee under the power of the sale contained in said mortgages, does hereby grant, sell, bargain and convey unto Albert E. Hylton, a married man, and his heirs, devisees and assigns, the following described properties situated in Shelby County, Alabama, to-wit:

The SE¼ of NW¼ of Section 2, Township 21, Range 1 East. Also an easement for the purpose of ingress and egress over and along the North 20 feet of the SW¼ of NW¼ of Section 2, Township 21, Range 1 East, said easement to be perpetual and to run with the land.

Subject to: Utility easements and public road rights of way of record. Subject to rights of others in and to use of above said 20 foot easement.

TO HAVE AND TO HOLD the above described property unto grantee herein and his heirs, devisees and 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: 

DALE N. RICHEY
State Director for Alabama
Farmers Home Administration
United States Department of Agriculture

STATE OF ALABAMA)

ACKNOWLEDGMENT

COUNTY OF Montgomery)

I, Patricia W. Hope, 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 25th day of January, 1991.

Patricia W. Hope
Notary Public

(NOTARIAL SEAL)

My commission expires: 8/5/91

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

91 FEB 20 PM 2:17

Thomas W. Montgomery, Jr.
JUDGE OF PROBATE

1. Dead Tax	<u>28.50</u>
2. Mtg. Tax	<u>10.00</u>
3. Recording Fee	<u>3.00</u>
4. Indexing Fee	<u>1.00</u>
5. Notary Fee	<u>1.00</u>
6. Other Fees	<u>0.00</u>
Total	<u>43.50</u>