

1782

DEED OF FORECLOSURE

THIS INDENTURE made and entered into this 26th day of December, 1963, by Gerald C. Maske and wife, Gloria J. Maske, acting through their duly appointed agent and attorney in fact, the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as party of the first part, and the United States of America, as party of the second part,

WITNESSETH: That

WHEREAS, on the 21st day of March, 1960, Gerald C. Maske and wife, Gloria J. Maske, executed and delivered to the United States of America a mortgage to secure the payment of the indebtedness therein described, which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 265, Page 161, and

WHEREAS, on the 9th day of October, 1961, Gerald C. Maske and wife, Gloria J. Maske, executed and delivered to the United States of America a mortgage to secure the payment of the indebtedness therein described, which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 274, Page 265, and

WHEREAS, in and by said mortgages, the Mortgagee therein was authorized and empowered, should default be made in the payment of any installment due under the notes, the payment of which was secured by said mortgages, or any extension or renewal thereof, or any agreement supplementary thereto, or should the Mortgagors therein fail to keep or perform any covenant, condition, or agreement contained in said mortgages, to declare the entire indebtedness, the payment of which was secured thereby, due and payable and to foreclose said mortgages; and

WHEREAS, the Mortgagors defaulted in the payment of installments due under the notes, the payment of which was secured by the aforesaid mortgages, and the Mortgagee, in accordance with the terms and provisions of said mortgages, accelerated the payment of the indebtedness which was secured by said mortgages and declared all of said indebtedness to be due and payable; and

WHEREAS, in accordance with the provisions of said mortgages, the United States of America, acting as aforesaid, caused a notice of foreclosure sale to be published once a week for three successive weeks preceding the date of sale, in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, of the time, place and terms of sale, and proceeded to sell the real property described in said mortgages, in accordance with said notice and under the powers of sale in said mortgages, before the Courthouse door in Shelby County, Alabama, during the legal hours of sale on the 10th day of December, 1963, at public outcry, to the highest bidder for cash, and at said sale the party of the second part was the highest and best bidder in the sum of Nineteen Thousand Five Hundred Forty-eight and 11/100 (\$19,548.11) Dollars.

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NOW, THEREFORE, in consideration of the premises and the sum of Nineteen Thousand Five Hundred Forty-eight and 11/100 (\$19,548.11) Dollars to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part, under the powers in said mortgages and as attorney in fact for the Mortgagors therein, do hereby grant, bargain, sell and convey unto the party of the second part and its assigns, the following described real property in Shelby County, Alabama, described in and conveyed by said mortgages, to-wit:

The NW $\frac{1}{4}$ of Section 20, Township 20 South, Range 2 East, except 3 acres in the Southeast corner, East of Yellow Leaf Creek, situated in Shelby County, Alabama, containing in all 157 acres, more or less. 3/4 interest in the minerals in and under the above described land has heretofore been reserved by the Federal Land Bank of New Orleans and the Federal Farm Mortgage Corporation.

TO HAVE AND TO HOLD the said bargained premises unto the party of the second part and its assigns, forever.

IN WITNESS WHEREOF, the United States of America, as attorney in fact for Gerald C. Maske and Gloria J. Maske, party of the first part, has caused this instrument to be executed in its name by its duly authorized representative, the State Director for Alabama, Farmers Home Administration, United States Department of Agriculture, as of the day and year first above written, pursuant to authority contained in 6 CFR, Part 300 (24 F.R. 7719).

Gerald C. Maske and Gloria J. Maske,
by their Attorney in Fact, the
United States of America

By Charles N. Parnell, Jr.
Acting State Director for Alabama
Farmers Home Administration
United States Department of Agriculture

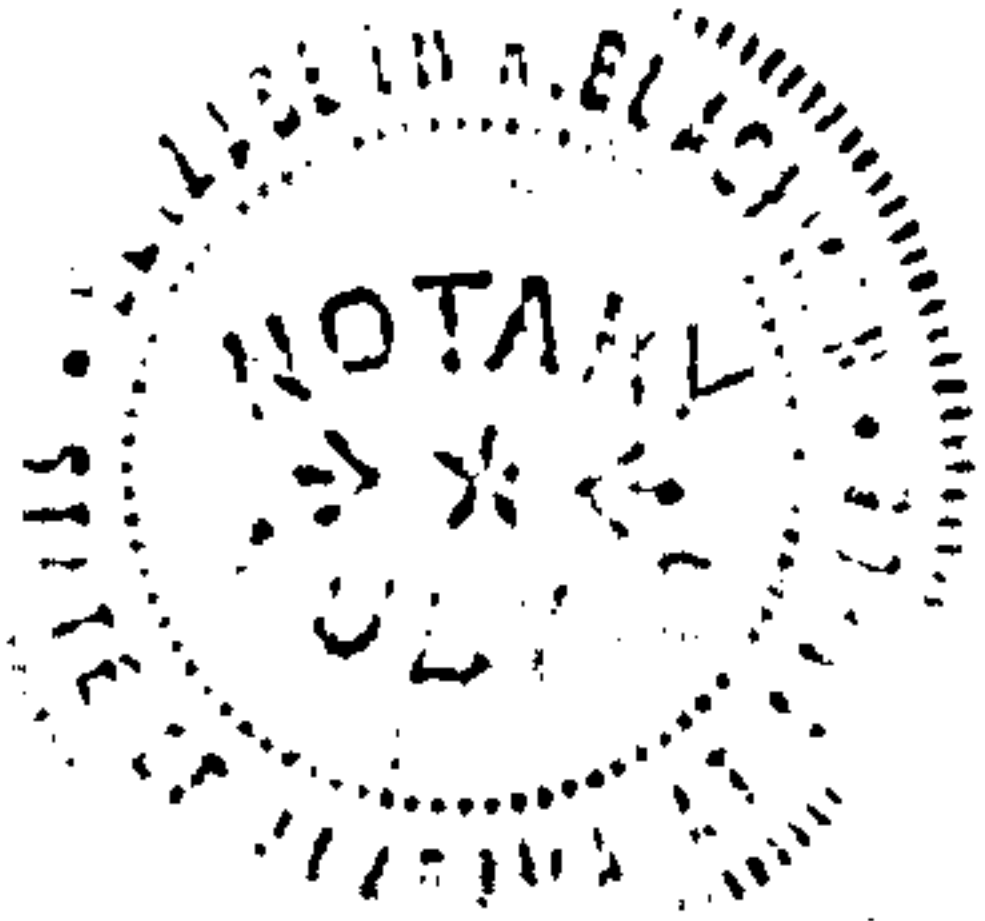
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STATE OF ALABAMA
COUNTY OF MONTGOMERY

ACKNOWLEDGMENT

I, Elizabeth R. Blackmon, a Notary Public in and for the State of Alabama at Large, hereby certify that Charles N. Parnell, Jr., whose name as Acting State Director, Farmers Home Administration, 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 Acting State Director, of the Farmers Home Administration, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 26th day of December, 1963.



Elizabeth R. Blackmon
Elizabeth R. Blackmon, Notary Public
State of Alabama at Large

My Commission expires: December 3, 1967

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
1/3/64
RECORDED & S. MTG. TAX
& S. TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE