

4150

DEED OF FORECLOSURE

THIS INDENTURE, made and entered into this 2 day of September, 1970, by Maude Starkey, a widow, acting through her 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 8th day of April, 1969, Maude Starkey, a widow, 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 No. 311, at Pages 195-198; and

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

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

WHEREAS, in accordance with the provisions of said mortgage, 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 mortgage, in accordance with said notice and under the power of sale in said mortgage, before the Courthouse door in Shelby County, Alabama, during the legal hours of sale on the 19th day of August, 1970, 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 Nine Thousand Six Hundred Forty Seven and 27/100 (\$9,647.27) Dollars.

NOW, THEREFORE, in consideration of the premises and the sum of

Nine Thousand Six Hundred Forty Seven and 27/100 (\$9,647.27) 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 power in said mortgage and as attorney in fact for the Mortgagor therein, does 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 mortgage, to-wit:

Commence at the northeast corner of NE 1/4 of SW 1/4 of Section 10, Township 20 South, Range 3 West and run thence south along the east line of said 1/4-1/4 Section a distance of 604.60 feet to the southeast corner of Christopher and Mary Loder lot; thence continue south along the east line of said 1/4-1/4 Section to a point 420 feet north of the southeast corner of said 1/4-1/4 Section; thence west along the north line of Frank and Willie Landers lot a distance of 210 feet; thence south and parallel with the east line of said 1/4-1/4 Section and along the west line of said Landers lot 210 feet to the north line of Dave and Emma Haney lot; thence west and parallel with the south line of said 1/4-1/4 Section 210 feet; thence south and parallel with the east line of said 1/4-1/4 Section 210 feet to the south line thereof; thence west along the south line of said 1/4-1/4 Section 296 feet to the southeast corner of Robert and Dorothy Arnold lot; thence north and parallel with the east line of said 1/4-1/4 Section 105 feet; thence west and parallel with the south line of said 1/4-1/4 Section 55 feet; thence south and parallel with the east line of said 1/4-1/4 Section and run 105 feet to the south line of said 1/4-1/4 Section, being the southwest corner of said Arnold lot; thence west along said 1/4-1/4 Section line 245 feet to the top of Gold Ridge; thence along the top of Gold Ridge in a northeasterly direction to a point being the west end of a line when extended east and 105 feet south of Richard and Idella Davis lot and along the south line of Loder and Ross lots; thence along said projected line east and parallel with the south line of said 1/4-1/4 Section and 105 feet south of said Davis lot to the east line of said 1/4-1/4 Section and the point of beginning; situated in the NE 1/4 of SW 1/4 of Section 10, Township 20 South, Range 3 West. EXCEPT Helena road right-of-way.

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 Maude Starkey, a widow, 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 the authority contained in Title 7, Code of Federal Regulations, Part 1800.

Maude Starkey, a widow, by her Attorney in Fact, the United States of America

By: John A. Garrett
State Director for Alabama
Farmers Home Administration
United States Department of Agriculture

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

ACKNOWLEDGMENT

I, Elizabeth R. Blackmon, a Notary Public in and for said County in said State, hereby certify that John A. Garrett, whose name as 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 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 2 day of September, 1970.

(NOTARIAL SEAL)

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

My Commission Expires:
December 1, 1971

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