

OCT 11 1976

This instrument prepared by
 Eunice A. Luke, Attorney
 Office of the General Counsel
 U. S. Department of Agriculture
 Suite 600, 1371 Peachtree Street, N. E.
 Atlanta, Georgia 30309

DEED OF FORECLOSURE

THIS INDENTURE, made and entered into the 11th day of October, 19 77, by Lewis W. Pickett and Connie Pickett, his wife, 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 parties of the first part, and the United States of America, as party of the second part,

WITNESSETH: That

WHEREAS, on the 5th day of November, 19 74, Lewis W. Pickett and Connie Pickett, his wife, 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 342 pages 674-677; 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(s) 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(s) 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 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 29th day of September, 19 77, at public outcry, to the highest bidder for cash, and at said sale the part Y of the second part was the highest and best bidder in the sum of Six Thousand One Hundred Sixty Five and 55/100 (\$ 6,165.55) Dollars.



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 Shelby Cnty Judge of Probate, AL
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NOW, THEREFORE, in consideration of the premises and the sum of Six Thousand One Hundred Sixty Five and 55/100 (\$ 6,165.55) Dollars to the parties of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the parties of the first part, under the power in said mortgage and as attorney in fact for the mortgagor(s) therein, do hereby grant, bargain, sell and convey unto the part Y 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:

All that part of Lots 5, 6, 7 and 8 in Block 85, according to Dunstan's Map and Survey of the Town of Calera, Alabama, lying North and East of the Wooten Spring direct road, said portion of lots being in the NE corner of Block 85.

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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 Lewis W. Pickett and Connie Pickett, his wife, part ies 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.

Lewis W. Pickett and Connie Pickett, his wife, by their Attorney in Fact, the United States of America.

By: /s/ James L. Hall
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, Rachel L. Hammonds, a Notary Public in and for said County in said State, hereby certify that James L. Hall, whose name as Acting State Director (Ala.) 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 Acting State Director (Ala.) 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 11th day of October, 19 77.

/s/ Rachel L. Hammonds

Notary Public

(NOTARIAL SEAL)

My commission expires: 3/5/78

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

1977 OCT 12 PM 2:04

Thomas C. Snowdon, Jr.
JUDGE OF PROBATE



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