

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

DEED OF FORECLOSURE

May , 1981, by Sharon S. Marler, an unmarried per , 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 part y of the first part, and the United States of America , as part y of the second part, WITNESSETH: That WHEREAS, on the 29th day of November , 1978, Sharon S. Marler, an unmarried person 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 385, pages 903-906; and	S INDENTURE, made and entered into the lst day of
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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 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 30th day of April 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 Twenty One Thousand Nine Hundred Nineteen & C7/100 (\$ 21,919.07 Dollars.

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Twenty One Thousand Mine Hundred Mineteen & 07/100

(\$\frac{7}{21,919,07}\$) Dollars to the part y of the first part in hand paid by the part y of the second part, the receipt whereof is hereby acknowledged, the part y of the first part, under the power in said mortgage and as attorney in fact for the mortgagor(s) 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:

Part of the NE 1/4 of the NW 1/4 of Section 29, Township 19, Range 1 East, Shelby County, Alabama, described as follows: Commence at the Southwest corner of said 1/4-1/4 Section and run thence North along the West line of said 1/4-1/4 Section a distance of 200 feet to the point of beginning; thence continue North along the West line of said 1/4-1/4 Section a distance of 200 feet; thence East and parallel with the South line of said 1/4-1/4 Section a distance of 164 feet; thence South and parallel with the West line of said 1/4-1/4 Section a distance of 200 feet; thence West and parallel with the South line of said 1/4-1/4 Section a distance of 164 feet to the point of beginning.

Subject to the following encumbrances, easements and rights-of-way:

- 1. Right-of-way of Shelby County, Alabama for a public road 10 feet in width as shown by instrument recorded in Deed Book 164, at Page 31, in the Office of the Judge of Probate of Shelby County, Alabama.
- 2. Transmission line permits to Alabama Power Company as shown by instruments recorded in Deed Book 111, at Page 414, and in Deed Book 158, at Page 585, in said Probate Records.
- 3. Taxes for 1979 and subsequent years.

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

IN WITNESS WHEREOF, the United States of America, as attorney in fact for Sharon S. Marler, an unmarried person

, part y 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.

Sharon S. Marler, an unmarried person

by her

Attorney in Fact, the United States of America.

WILLIAM E. SOMERALL

ACTING State Director for Alabama

Farmers Home Administration

United States Department of Agriculture

332 BOCK STATE OF ALABAMA ACKNOWLEDGMENT MONTGOMERY

SHARON H. ALEXANDER a Notary Public in and for said County in said State, hereby certify that WILLIAM E. SOMERALL name as ACTING State Director, AL 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, AL 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 1st day of MAY 19 81

(NUTARIAL SEAL)

Notary Public Remoder

My commission expires:

12/10/84

STATE OF ALA. SHELED OU. T CERTIFY THIS

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Rec. 4.50

Incl. 1.00