

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 30367

19810929000104020 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
09/29/1981 00:00:00 FILED/CERTIFIED

DEED OF FORECLOSURE

THIS INDENTURE, made and entered into the 28th day of September, 1981, by Donald W. McGuire and wife, Irene McGuire, 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 17th day of May, 1974, Reedy Dobbs and wife, Jo Catherine Dobbs, 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 339, Page 253; and

WHEREAS, on the 18th day of November, 1977, Reedy Dobbs and wife, Jo Catherine Dobbs, 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 371, Page 560; and

WHEREAS, on the 4th day of December, 1980, Donald W. McGuire and wife, Irene McGuire, assumed the above described Real Estate Mortgages and the indebtedness described therein; and

WHEREAS, on the 4th day of January, 1980, Donald W. McGuire and wife, Irene McGuire, 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 399, Page 586; 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, at 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 power of sale in said mortgages, before the Courthouse door in Shelby County, Alabama, during the legal hours, of sale on the 24th day of September, 1981, 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 Thirty Thousand Two Hundred and no/100 Dollars, (\$ 30,200.00).

88
PAGE
335
BOOK

3.24.A

NOW, THEREFORE, in consideration of the premises and the sum of Thirty Thousand Two Hundred and no/100 Dollars, (\$ 30,200.00), 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 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:

Lot 6 in Block 2 of Columbiana Homes, Inc. Subdivision as the same appears on the map of said subdivision which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 3, page 82. Subject to utility easements and public road rights of way of record.

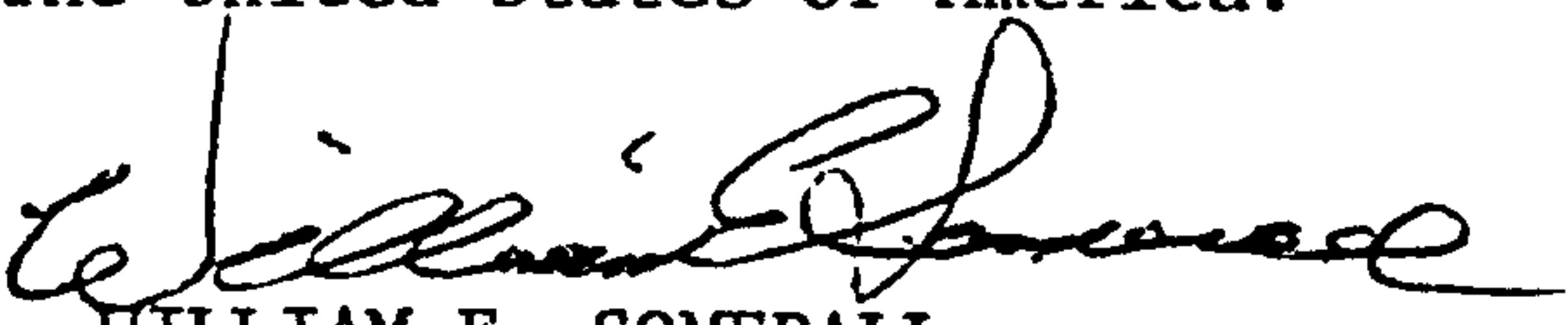
SUBJECT TO:

Restrictive covenants and conditions recorded in Deed Book 143, page 258, dated September 15, 1950, and filed for record in the Probate Records of Shelby County, Alabama; also transmission line permits in favor of Alabama Power Company as shown by instrument recorded in Deed Book 119, page 109 and in Deed Book 152, page 212 in said Probate Records. Subject to easement for public utilities as shown on map of survey.

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 Donald W. McGuire and wife, Irene McGuire, parties 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.

Donald W. McGuire and wife, Irene McGuire, by their Attorney in Fact, The United States of America.


By WILLIAM E. SOMERALL
Acting State Director, Alabama
Farmers Home Administration
United States Department of Agriculture

BOOK 335 PAGE 89

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

ACKNOWLEDGMENT

I, SHARON H. ALEXANDER, a Notary Public in and for said County in said State, hereby certify that WILLIAM E. SOMERALL, whose 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 28th day of SEPTEMBER, 19 81.



Sharon H. Alexander
Notary Public

My commission expires:

12/10/84

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

1981 SEP 29 AM 8:47

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 4.50

Incl. 1.00

5.50