

This instrument prepared by

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 15th day of March, 19 82, by Danny L. Burnett and Debra J. Burnett, 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 24th day of January, 19 77, Danny L. Burnett and Debra J. Burnett 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 Mtg. Book 361, pages 835 - 838; 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 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 11th day of March, 19 82, 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 TWO THOUSAND FIVE HUNDRED EIGHTY AND 17/100 Dollars (\$ 22,580.17) Dollars.

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D/H-A

NOW, THEREFORE, in consideration of the premises and the sum of TWENTY TWO THOUSAND FIVE HUNDRED EIGHTY AND 17/100- - - - - Dollars (\$ 22,580.17) 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 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:

Lots 1 and 2, block 94, J. H. Dunstan's Map of the Town of Calera, Alabama, which map is on file in the Probate Office of Shelby County, Alabama; Situated in Shelby County, Alabama.

Subject to Restrictive Covenants recorded in Deed Book 217, Page 360 in the Probate Office of Shelby County, Alabama.

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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 Danny L. Burnett and Debra J. Burnett, 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.

Danny L. Burnett and Debra J. Burnett, by their Attorney in Fact, the United States of America.

By: 
RICHARD E. NAZARY
Acting State Director for Alabama
Farmers Home Administration
United States Department of Agriculture

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 RICHARD E. NAZARY, whose name as Acting State Director 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 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 15th day of March, 1982.



Sharon H. Alexander
Notary Public
State of Alabama at Large

My Commission Expires:

December 10, 1984

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

Doc. Closure
1982 MAR 17 AM 10:25

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

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