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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

| THIS | INDENTURE, made | and entered | into the | 7th | day of |
|------------|------------------|----------------------------------|------------|-------------|-----------|
| March | , 19 <u>8</u> . | $\frac{3}{2}$, by $\frac{3}{2}$ | seph K. Go | odwin and | Anne D. |
| Goodwin, | husband and wif | e | | , acting | through |
| their | duly appoint | ed agent and | attorney | in fact, t | he United |
| States of | America, acting | through the | Farmers H | lome Admini | stration, |
| United Sta | tes Department d | of Agricultu | re, as par | ties of t | he first |
| part, and | the United St | ates of Amer | rica | | , as |
| parto | f the second par | rt, | | | |

WITNESSETH: That

WHEREAS, on the 12th day of December 19 78

Joseph K. Goodwin and Anne D. Goodwin, husband and 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 386

pages 361-364; and

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B00×

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 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 Shelby the Courthouse door in County, Alabama, during the day of February legal hours of sale on the 24th at public outcry, to the highest bidder for cash, and at said sale the the highest and best bidder in the party of the second part was Twenty-Four Thousand Five Hundred and no/100 sum of (\$ 24,500.00 Dollars.

NOW, THEREFORE, in consideration of the premises and the sum of Twenty-Four Thousand Five Hundred and no/100 _) Dollars to the part ies of the first part in hand paid by the part Y of the second part, the receipt whereof is hereby acknowledged, the part ies 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____ of the second part and its assigns, the following described real property in County, Alabama, described in and conveyed by said Shelby mortgage, to-wit:

Commence at the NW corner of Section 25, Township 21 South, Range 1 West, thence run south along the West line of said Section 25 a distance of 1573.22 feet; thence turn an angle of 103 deg. 26' 48" to the left and run a distance of 576.78 feet; thence turn an angle of 15 deg. 09' 33" to the left and run a distance of 834.70 feet to a point on the North R/W of Ala. State Hwy. No. 25 and the SE corner of Columbiana Elementary School; thence turn an angle of 5 deg. 16' to the left and run a distance of 63.21 feet; thence turn an angle of 2 deg. 12' to the left and run a distance of 80.44 feet to the point of beginning; thence continue in the same direction along said R/W a distance of 23.09 feet; thence turn an angle of 2 deg. 44' to the left and continue along said R/W a distance of 27.85 feet; thence turn an angle of 85 deg. 29' 40" to the left and run a distance of 131.75 feet; thence turn an angle of 92 deg. 15' 20" to the left and run a distance of 57.27 feet; thence turn an angle of 90 deg. 30' 16" to the left and run a distance of 132.56 feet to the point of beginning. Situated in the NW-1/2 of NW-1/4 of Section 25, Township 21 South, Range 1 West, Shelby County, Alabama. S

Together with the perpetual easement and right of way for ingress and 3<u>4</u> egress over and along the existing driveway leading from Alabama Highway No. 25 in a Northerly and Northeasterly direction to the residence on the above described property, as said road is now located. Subject to utility easements and road rights of way of record. Subject to permit to Alabama Power Company recorded in Probate Office of Shelby County, Alabama, in Deed Book 169, page 321. Subject to permit to South Central Bell Tel. Company recorded in said Probate Office in Deed Book 287, page 261. Subject to the rights of others in and to the use of the easement referred to above.

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

IN WITNESS WHEREOF, the United States of America, as attorney in fact for ____Joseph K. Goodwin and Anne D. Goodwin, husband and 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.

Joseph K. Goodwin and Anne D. Goodwin their by Attorney Pact, the United States of America. DALE N. RICHEY By: State Director for Alabama

Farmers Home Administration United States Department of Agriculture

| | STATE OF ALABAMA) COUNTY OF MONTGOMERY) |
|----------|--|
| | COUNTY OF THE TOTAL TOTA |
| | I, SHARON H. ALEXANDER, a Notary Public in and for said County in said State, hereby certify that DALE N. RICHEY, whose name as State Director, Alabama of the Farmers Home Administration, |
| PAGE 303 | 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 State Director, A 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. |
| 345 | Given under my hand and official seal, this 7th day of MARCH 19 83. |
| B00K | Slavo Alexander Notary Public (NOTARIAL GEAL) |

JUDGE OF PROBATE

My commission expires:

12-10-84