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THIS INSTRUMENT PREPARED BY DALE N. RICHEY, STATE DIRECTOR, FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE, ROOM 717, ARONOV BUILDING, 474 SOUTH COURT STREET, MONTGOMERY, AL 36104

1244
QUITCLAIM DEED

Central State Bank
P. O. Box 180
Calera, AL 35040

KNOW ALL MEN BY THESE PRESENTS:

THAT the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, for and in consideration of the sum of Thirteen Thousand Six Hundred and No/100 Dollars, (\$13,600.00), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto Bruce McKittrick, a married man, his heirs and assigns, all its rights, title, claim, interest, equity and estate in and to the following described lands lying in the County of Shelby, State of Alabama, to-wit:

Begin at the intersection of the Northeast boundary of Block Street with the Southeast boundary of Island Street as shown on Map of Walnut Grove Subdivision as recorded in Map Book 4, Page 93, in the Shelby County Probate Office; thence Northeasterly along said Southeast boundary 65.00 feet to the point of beginning; thence continue along same course 93.99 feet; thence right 93 degrees 45 minutes along the right-of-way of School Street in a Southeasterly direction 125.27 feet; thence right 86 degrees 15 minutes in a Southwesterly direction 89.00 feet; thence right 91 degrees 28 minutes in a Northwesterly direction 125.04 feet to the point of beginning.

Situation in Shelby County, Alabama.

SUBJECT TO: Redemption Rights in accordance with Section 6-5-230, Code of Alabama, which redemption rights expire on August 13, 1988.

SUBJECT, however, to all easements and rights-of-way upon, across or through the above-described lands as heretofore have been granted by the United States of America or its predecessors in title.

"Pursuant to section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. 1480(e), the purchaser ("Grantee" herein) of the above-described real property (the "subject property" herein) covenants and agrees with the United States acting by and through Farmers Home Administration (the "Grantor" herein) that the dwelling unit(s) located on the subject property as of the date of this Quitclaim Deed shall not be occupied or used for residential purposes until such time as such unit(s) are structurally sound and habitable, has a potable water supply, has a functionally adequate, safe and operable heating, plumbing, electrical and sewage disposal system and meet the Thermal Performance Standards as outlined in Exhibit D of 7 C.F.R. Part 1924 Subpart A. This covenant shall be binding on Grantee and Grantee's heirs, assigns and successors and shall be construed as both a covenant running with the subject property and as an equitable servitude. This covenant shall be enforceable by the United States in any court of competent jurisdiction.

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At such time as the existing dwelling unit(s) on the subject property complies with the aforementioned standards of the Farmers Home Administration or such unit(s) shall have been completed razed, upon application to Farmers Home Administration in accordance with its regulations, the subject property may be released from the effect of this covenant and this covenant shall thereafter be of no further force or effect."

TO HAVE AND TO HOLD the same unto the said grantee, and to his heirs and assigns, in fee simple, forever.

NO MEMBER of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

IN TESTIMONY WHEREOF, the United States of America has caused these presents to be executed this 5th day of August, 1988, pursuant to the authority contained in Title 7, Code of Federal Regulations, Part 1800.

UNITED STATES OF AMERICA

By: 

DALE N. RICHEY
State Director
Farmers Home Administration
United States Department of Agriculture

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Central State Bank
P. O. Box 180
Calera, AL 35040

STATE OF ALABAMA
COUNTY OF MONTGOMERY

ACKNOWLEDGMENT

I, Sandra D. Croley, a Notary Public in and for said County in said State, hereby certify that Dale N. Richey, whose name as 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 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 5th day of August, 19 88.

Sandra D. Croley
Notary Public
State of Alabama at Large

(NOTARIAL SEAL)

My Commission Expires:

7-26-89

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

88 SEP 19 AM 11:48

Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ 14.00
2. Mtg. Tax
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 22.50