

THIS INSTRUMENT PREPARED BY WILLIAM E. SOMERALL, ACTING STATE DIRECTOR, FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE, ROOM 717, ARONOV BUILDING, 474 SOUTH COURT STREET, MONTGOMERY, AL 36104

QUITCLAIM DEED

Send Tax Notice To:
Samuel Ayala, Jr.
Rt. 2, Box 257
Vincent, Alabama 35178

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 Twenty Two Thousand Five Hundred and No/100 Dollars, (\$22,500.00), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto Samuel Ayala, Jr. and Janet L. Ayala, as joint tenants with the right of survivorship, 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:

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 19, Township 19 S, Range 3 E, Shelby County, Alabama; thence run westerly along the north line of said 1/4-1/4 section 347.48 ft.; thence run 90 degrees 00' left and run southerly 37.82 feet to a point on the southerly right of way line of Shelby County road #62 and the point of beginning of tract of land herein described; thence turn 23 degrees 07'20" left and run southeasterly 77.45 ft.; thence turn 12 degrees 04' right and run southerly 98.0 ft.; thence turn 10 degrees 01' right and run southerly 80.50 ft.; thence turn 3 degrees 35' right and run southerly 51.42 ft.; thence turn 90 degrees 40' left and run easterly 173.95 ft.; thence turn 90 degrees 00' and run northerly 178.3 ft. to a point on the southerly right of way line of said Shelby County road #62; thence turn 62 degrees 48'50" left to the chord of a curve to the left, said curve having a radius of 503.82 ft. and a central angle of 30 degrees 01'01"; thence run northwesterly along said curve and said right of way line 263.95 ft. to the point of beginning. Less and except any part of said land that may lie in the public road right of way.

SUBJECT TO: Redemption Rights in accordance with Section 6-5-230, Code of Alabama, which redemption rights expire on 5-25-89.

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 the item(s) listed on Form FmHA 1955-44 attached hereto and by reference made a part of, have been accomplished. 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

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property and as an equitable servitude. This covenant shall be enforceable by the United States in any court of competent jurisdiction. When the existing dwelling unit(s) on the subject property complies with the aforementioned standards of the Farmers Home Administration or the unit(s) has been completely razed, upon application to the Farmers Home Administration in accordance with its regulations, the subject property may be released from the effect of this covenant and the covenant will thereafter be of no further force or effect.

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 completely 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 grantees and, upon the death of either of them, then to the survivor, and to the heirs and assigns of such survivor, 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 18th day of January, 1989, pursuant to the authority contained in Title 7, Code of Federal Regulations, Part 1800.

UNITED STATES OF AMERICA

By:


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

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

ACKNOWLEDGEMENT

I, Sherrie S. Perdue, a Notary Public in and for said County in said State, hereby certify that William E. Somerall, 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 18th day of January 1989.


Notary Public
State of Alabama at Large

(NOTARIAL SEAL)

My Commission Expires: 10/14/91

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Position 5

USDA-FmHA
Form FmHA 1955-44
(5-88)

NOTICE OF RESIDENTIAL OCCUPANCY RESTRICTION

Property Address: RT. 2 BOX 254
Vincent, Al Co. Rd 62
Cresswell Community

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 will not be occupied or used for residential purposes until the item(s) listed at the end of this paragraph have been accomplished. This covenant shall be binding on Grantee and Grantee's heirs, assigns and successors and will be construed as both a covenant running with the subject property and as equitable servitude. This covenant will be enforceable by the United States in any court of competent jurisdiction. When the property complies with the following standards of the Farmers Home Administration or the unit(s) has been completely 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 will thereafter be of no further force or effect. The property must be repaired and/or renovated as follows:

1. Provide a functionally adequate, safe and operable Heating System, Plumbing and sewage disposal system.
2. Tap on the Public Water System
3. Replace Floor covering and padding in Living area of house.
(Living room, kitchen, hall, bath, bedrooms)
4. Replace rear steps

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

89 FEB 21 PM 3:05

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$22.50
2. Mig. Tax	
3. Recording Fee	10.00
4. Indexing Fee	1.00
TOTAL	33.50

ORIGINAL

FmHA 1955-44 (5-88)

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