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STATE OF ALABAMA
COUNTY OF MONTGOMERY

This instrument prepared by
Craig G. Cornwell
Attorney
Office of the General Counsel
United States Department of Agriculture
Room 827, Aronov Building
474 South Court Street
Montgomery, Alabama 36104

DEED OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that:

THIS INDENTURE, made and entered into this 30th day of August, 19 89, by and between THE UNITED STATES OF AMERICA, acting by and through the Farmers Home Administration, United States Department of Agriculture, GRANTOR and MORTGAGEE, under the terms of the mortgage given by JIMMY A. ABBOTT AND WIFE, SHIRLEY A. ABBOTT, MORTGAGOR, hereinafter whether or not singular or plural, and the UNITED STATES OF AMERICA, GRANTEE, as the maker of the highest and best bid at that foreclosure sale held under the terms of the mortgage,

WITNESSETH, that,

WHEREAS on June 20, 1980, Jimmy A. Abbott and wife, Shirley A. Abbott, as mortgagor, executed and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 403, at Pages 389-392, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgagee; and

WHEREAS in said mortgage, should default be made in the payment of any installment due under any promissory note or any extension or renewal therefore of, or agreement supplementary thereto, secured by said mortgage, or should the mortgagor fail to keep any covenant, condition or agreement contained in said mortgage, the mortgagee was authorized and empowered to declare the entire indebtedness secured by the mortgage due and payable and to foreclose said mortgage; and

WHEREAS in said mortgage, the mortgagee was authorized and empowered, in case of default, to sell the real property taken as security for said indebtedness, in compliance with the power of sale provision contained in said mortgage and the laws of the State of Alabama; and

WHEREAS the mortgagor is in default according to the terms and provisions of the said mortgage and the mortgagee has accelerated the payment of the said indebtedness declaring all of said indebtedness to be due and payable; and

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WHEREAS the United States of America has caused a Notice of Foreclosure Sale to be published once a week for three successive weeks preceding the date of foreclosure sale in Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama which notice stated the time, place and terms of sale; and

WHEREAS the United States of America has proceeded to sell real property described in said mortgage before the courthouse door in Shelby County, Alabama, during the legal hours of sale on the 23rd day of August, 19 89 at public outcry at the hour of 12:00 to the highest bidder for cash; and

WHEREAS at said sale the last, best and highest bid for the described property in the aforementioned mortgage was the bid in the amount of Twenty Six Thousand and no/100 Dollars and No Cents (\$ 26,000.00) made by United States of America;

NOW, THEREFORE in consideration of the premises and the sum of \$ 26,000.00, the grantor and mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto the United States of America, and its assigns, the following described properties situated in Shelby County, Alabama to wit:

Commence at the Southeast corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama; thence Northerly along the East Line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section 76.62 feet to a point; thence 28 degrees 30 minutes left 1518.66 feet to a point; thence 115 degrees 16 minutes 30 seconds right 506.47 feet to the point of beginning of the property being described; thence continue along last described course 107.0 feet to a point; thence 90 degrees 20 minutes left 510.44 feet to a point; thence 101 degrees 08 minutes left 140.0 feet to a point; thence 82 degrees 28 minutes left 483.74 feet to the point of beginning, containing 1.4 acres and being marked on the corners with iron pins as shown on the plat, LESS AND EXCEPT a 30 foot wide easement for access as shown on the plat.

Situated in Shelby County, Alabama.

Subject to easements, restrictions and rights-of-way of record.

TO HAVE AND TO HOLD the above described property unto grantee herein and its assigns, forever, subject to the statutory right of redemption as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, the United States of America has caused this conveyance to be executed by its duly authorized representative, the State Director for Alabama, Farmers Home Administration, the United States Department of Agriculture pursuant to the authority contained in Title VII,

Code of Federal Regulations, Part 1800 and Section 35-10-1 of Code of Alabama, 1975, et seq., as amended.

UNITED STATES OF AMERICA
GRANTOR and MORTGAGEE

By: 

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

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STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

ACKNOWLEDGMENT

I, Sherrie S. Perdue, 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, 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, Alabama, 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 30th day of August, 19 89.

Sherrie S. Perdue
Notary Public

(NOTARIAL SEAL)

My commission expires: 10-14-91

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

89 SEP 14 AM 11:25

Thomas P. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	
2. Mtg. Tax -----	\$	As per schedule
3. Recording Fee -----	\$	100.00
4. Indexing Fee -----	\$	3.00
5. No Tax Fee -----	\$	1.00
6. Certified Stamp Fee --	\$	1.00
Total -----	\$	150.00