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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

MAIL TAX NOTICE TO: Tyrome D. Kelley  
P.O. Box 99  
Vincent, AL 35178

QUITCLAIM DEED

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 Five Thousand Two Hundred and No/100 Dollars, (\$25,200.00), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto Tyrome D. and Mary Ann Kelley, 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:

TRACT C:

Commence at the S.E. corner of the NE1/4 of the SE1/4 of Section 3, Township 20 South, Range 2 East and run Northerly along the east line thereof 76.62 feet; thence turn left 28 degrees 30 minutes and run northwesterly 1518.66 feet; thence turn right 115 degrees 16 minutes 30 seconds and run easterly 26.33 feet to a point on the northeasterly right of way line of Chancellor Ferry Road and the point of beginning; thence turn left 115 degrees 06 minutes to said Right of Way line and run northwesterly 82.82 feet; thence turn right 115 degrees 06 minutes and run easterly 235.13 feet; thence turn right 90 degrees 00 seconds and run southerly 75.00 feet; thence turn right 90 degrees 00 seconds and run westerly 200.00 feet to the point of beginning. Containing 16,317 square feet, more or less.

SUBJECT TO: Redemption Rights in accordance with Section 6-5-230, Code of Alabama, which redemption rights expire on December 7, 1989.

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

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Mike A

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. 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 15th day of September, 1989, 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

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 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 15th day of September 1989.

Sherrie S. Perdue  
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: 521 SUN VALLEY ROAD  
HARPERSVILLE, AL 35078

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. Certification of Electrical and Plumbing meet Code
2. Repair of Fire Damage in Living Room
3. Clean smoke residue from dwelling
4. Health Department letter on Sptic Tank and Field Lines

STATE OF ALA. SHELLEY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 SEP 25 AM 10:08

*F. R. A. Snowden, Jr.*  
JUDGE OF PROBATE

1. Deed Tax -----	\$ 25.50
2. Mtg. Tax -----	\$
3. Recording Fee -----	\$ 10.00
4. Indexing Fee -----	\$ 3.00
5. No Tax Fee -----	\$
6. Certified Stamp Fee --	\$ 1.00
Total -----	\$ 29.50