

STATE OF ALABAMA
COUNTY OF MONTGOMERY

782
This instrument prepared by
Jack M. Purser, Jr.
Assistant Regional Attorney
Office of the General Counsel
U. S. 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 10th day of August, 1990, 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 mortgages given by WALTER E. KIDD AND WIFE, LILLIE M. KIDD; DAVID E. KIDD AND WIFE, HELEN M. KIDD; FREDERICK E. KIDD, AN UNMARRIED MAN, MORTGAGOR, hereinafter whether or not singular or plural, and JOHNNIE L. LEWIS, A MARRIED MAN, GRANTEE, as the maker of the highest and best bid at that foreclosure sale held under the terms of the mortgages,

WITNESSETH, that,

306 PAGE 733
BOOK
WHEREAS on February 27, 1979, Walter E. Kidd and wife, Lillie M. Kidd; Frederick E. Kidd and wife, Mildred P. Kidd; David E. Kidd and wife, Helen M. Kidd, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 388, at Pages 619-622, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS on April 13, 1979, Walter E. Kidd and wife, Lillie M. Kidd; Frederick E. Kidd and wife, Mildred P. Kidd; David E. Kidd and wife, Helen M. Kidd, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 392, at Pages 801-804, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS on May 11, 1984, Walter E. Kidd and wife, Lillie M. Kidd; David E. Kidd and wife, Helen M. Kidd; Frederick E. Kidd, an unmarried man, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 448, at Pages 453-457, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS on May 6, 1985, Walter E. Kidd and wife, Lillie M. Kidd; David E. Kidd and wife, Helen M. Kidd; Frederick E. Kidd, an unmarried man, as mortgagor, executed and delivered to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, as mortgagee, a mortgage on certain real property recorded in Mortgage Book 026, at Pages 176-180, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage; and

WHEREAS in said mortgages, 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 mortgages, or should the mortgagor fail to keep any covenant, condition or agreement contained in said mortgages, the mortgagee was authorized and empowered to declare the entire indebtedness secured by the mortgages due and payable and to foreclose said mortgages; and

WHEREAS in said mortgages, 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 mortgages and the laws of the State of Alabama; and

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

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 The 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 mortgages before the courthouse door in Shelby County, Alabama, during the legal hours of sale on the 8th day of August, 1990 at public outcry at the hour of 12:05 P.M. to the highest bidder for cash; and

WHEREAS at said sale the last, best and highest bid for the described property in the aforementioned mortgages was the bid in the amount of Seventy-two Thousand Five Hundred Dollars and No Cents (\$72,500.00) made the by Johnnie L. Lewis;

NOW, THEREFORE in consideration of the premises and the sum of \$72,500.00, the grantor and mortgagee under the power of the sale contained in said mortgages, does hereby grant, sell, bargain and convey unto Johnnie L. Lewis, a married man, and his heirs, devisees and assigns, the following described properties situated in Shelby County, Alabama, to-wit:

See attached page entitled: PROPERTY DESCRIPTION FOR
FREDERICK E. KIDD, WALTER E. KIDD, AND DAVID E. KIDD

TO HAVE AND TO HOLD the above described property unto grantee herein and his heirs, devisees and 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

PROPERTY DESCRIPTION FOR FREDERICK E. KIDD, WALTER E. KIDD,
AND DAVID E. KIDD

PARCEL NO. 1:

The West 25 acres of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20, Township 19, Range 3 East, subject to transmission line permits to the Alabama Power Company recorded in Deed Book 111, page 424, and Deed Book 210, page 24.

PARCEL NO. 2:

That part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 19, Range 3 East, which lies in the West Half of the Following designated parcel, viz.:

The SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying West of the Coosa River, Section 20, Township 19, Range 3 East.

Less and except conveyance and easement to Alabama Power Company for impounding water and flood rights thereon as shown at Deed Book 240, page 714, and subject to transmission line permit to Alabama Power Company recorded in Deed Book 111, page 424, Office of Judge of Probate of Shelby County, Alabama.

PARCEL NO. 3:

The West 30 acres of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 18, Township 19, Range 3 East; also, the South Half of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 18, Township 19, Range 3 East, except 2 acres in the SW corner thereof, said 2 acre parcel excepted being 296 feet square; also, the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 19, Township 19, Range 3 East; also the East 15 acres of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 19, Range 3 East. Subject to reservation by F. C. Thompson for himself, his heirs and assigns, of an easement 20 feet in width along and adjacent to the entire southern boundary of the above described property for purposes of ingress and egress from a public road to real property presently owned by said F. C. Thompson, and subject to transmission line permit to Alabama Power Company recorded in Deed Book 111, page 424, public road right of way to Shelby County recorded in Deed Book 170, page 20, and transmission line permit to Alabama Power Company recorded in Deed Book 211, page 307, Office of Judge of Probate of Shelby County, Alabama.

Subject to existing road rights of way and easements of record.

Subject to Lease to Amoco Production Company recorded in Deed Book 326, on page 711 in said Probate Office.

Less and except right of way easement to William E. Ward and Judith W. Ward recorded in Probate Office of Shelby County, Alabama in Deed Book 342, page 206.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

ACKNOWLEDGMENT

I, Patricia W. Hope, 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 10th day of August, 1990.

Patricia W. Hope

Notary Public

(NOTARIAL SEAL)

My commission expires: 8/5/91

BOOK 306 PAGE 737

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

90 AUG 23 AM 10: 05

JUDGE OF PROBATE

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|-------|-------|
| 1. | 12.50 |
| 2. | 12.50 |
| 3. | 3.00 |
| 4. | |
| 5. | 1.00 |
| 6. | |
| Total | 91.00 |