

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

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 Thirty Four Thousand and No/100 Dollars, (\$34,000.00), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto James D. Greer and Cindy C. Greer, 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:

Lots 18 and 19, in Block D according to the plat of Wilmont Subdivision as recorded in Map Book 3, Page 124, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

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 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 February, 1992, 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 18th day of February 1992.

Sherrie S. Perdue
Notary Public
State of Alabama at Large

(NOTARIAL SEAL)

My Commission Expires: 8/14/95

Position 5

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

NOTICE OF RESIDENTIAL OCCUPANCY RESTRICTION

Property Address:

LOT 18 & 19, BLOCK D WILMONT SUBDIVISION

#7 STROTHER STREET

WILTON AL 35187

This property contains a dwelling unit or units which FmHA has deemed to be inadequate for residential occupancy. The Quitclaim Deed by which the property will be conveyed will contain a covenant restricting the residential unit(s) on the property from being used for residential occupancy until the dwelling unit is repaired, renovated or razed. This restriction is imposed pursuant to section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. 1480. The property must be repaired and/or renovated as follows:

A PROPER HEATING SYSTEM MUST BE INSTALLED.

PLUMBING MUST BE REPAIRED AND CERTIFIED TO BE IN PROPER WORKING CONDITION.

BOOK 391 PAGE 355

S. M. DEAN, SHERIFF
I CERTIFY THIS
DOCUMENT WAS FILED

92 FEB 27 AM 8:22

JUDGE OF PROBATE

1. Deed Tax	\$ 54.00
2. Mtg. Tax	\$
3. Recording Fee	\$ 10.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 68.00