

STATE OF ALABAMA
COUNTY OF MONTGOMERY

This instrument prepared by
Craig G. Cornwell
Senior Attorney
Office of the General Counsel
U. S. Department of Agriculture
Suite 205, Sterling Centre
4121 Carmichael Road
Montgomery, Alabama 36106

DEED OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that:

THIS INDENTURE, made and entered into this 22nd day of November, 19 93, 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 CHARLES DALLAS MOTES AND WIFE, JIMMY LYNN MOTES, 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 March 21, 1988, Charles Dallas Motes and wife, Jimmy Lynn Motes, 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 on March 22, 1988, in Book 176, at Pages 325-328, 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 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

12/13/1993-39775
08:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 KJS 14.50

FmHA, P.O. Box 1530, Clanton AL 35045

Inst # 1993-39775

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 mortgage before the courthouse door in Shelby County, Alabama, during the legal hours of sale on the 9th day of November, 1993 at public outcry at the hour of 12:00 noon 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 Eight Thousand Fifty Dollars and No Cents (\$ 28,050.00) made by the United States of America;

NOW, THEREFORE in consideration of the premises and the sum of \$ 28,050.00, 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:

A parcel of land in the SE 1/4 of the SW 1/4, Section 7, Township 24, North, Range 13 East, Shelby County, Alabama, described as follows: From the point of intersection of the South line of said 1/4-1/4 Section, and the West right of way line of Alabama Hwy. No. 155, run along the boundary of said highway North 30 deg. 00' West for 77.56 feet to the beginning point of subject lot; from said point, run South 60 deg. 24' 11" West 50 feet (along a turnout from the existing county gravel road into said Ala. Hwy. No. 155 to a point on the North margin of said unpaved road; thence continue along said road margin South 84 deg. 52' 36" West 173.98 feet; thence run North 29 deg. 47' 47" West 93.94 feet to an iron pipe marking the SW corner of Emfinger lot; thence run along the South line of Emfinger lot North 65 deg. 30' 58" East 208.46 feet, back to the West right of way line of said Hwy No. 155; thence run along said right of way line South 30 deg. 00' East for 147.44 feet, back to the beginning point. According to undated survey of R. B. Perry, P.E. & L.S. #296. Situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING EXCEPTIONS:

1. Transmission line permit to Alabama Power Company as recorded in Deed Book 101, Page 112, in Probate Office.
2. Right of way to Shelby County as recorded in Deed Book 135, Page 386, in Probate Office.
3. Power pole and line as shown on survey of R. B. Perry, P.E. & L.S. #296.
4. Any part of caption lands lying within a public roadway.

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: *Horace H. Horn, Jr.*
HORACE H. HORN, JR.
State Director for Alabama
Farmers Home Administration
United States Department of Agriculture

STATE OF ALABAMA)
COUNTY OF MONRGOMERY)

ACKNOWLEDGMENT

I, SHERRIE S. PERDUE, a Notary Public in and for said County in said State, hereby certify that Horace H. Horn, Jr., 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 22nd day of November, 1993.

Sherrie S. Perdue
Notary Public

(NOTARIAL SEAL)

My commission expires: August 14, 1995 ^{Inst. # 1993-39775}

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