

THIS INSTRUMENT PREPARED BY CHARLES C. DeRAMUS, ACTING STATE DIRECTOR,  
FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE,  
ROOM 717, ARONOV BUILDING, 474 SOUTH COURT STREET, MONTGOMERY, ALABAMA  
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 Ten Thousand and No/100  
Dollars, (\$10,000.00), the receipt whereof is hereby acknowledged,  
does hereby remise, release, quitclaim and convey unto Gabrielle  
Johnson, a single person, her heirs and assigns, 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:

Lot No. 9 according to the Map of "Lacoosa Acres" as recorded in  
the Probate Office of Shelby County, Alabama in Map Book 6, Page  
45.

SUBJECT to set back lines and restrictions as shown on map of  
said subdivision.

SUBJECT to protective covenants for Lacoosa Acres as shown of  
record in Deed Book 292, Page 139 in said Probate Office.

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

SUBJECT TO THE FOLLOWING:

Transmission line permit to Alabama Power Company recorded in  
Deed Book 167, Page 106 in said Probate Office; Right of Way to  
Shelby County recorded in Deed Book 227, Page 155 in said Probate  
Office; Permit to Alabama Power Co. and Southern Bell Telephone  
and Telegraph Co. dated April 11, 1975 recorded in Deed Book 293,  
Page 109 in said Probate Office; Easement and building line as  
shown on map of said subdivision; Protective covenants and  
restrictions dated April 30, 1975 recorded in Misc. Book 11, Page  
106 in said Probate Office.

SUBJECT TO: Redemption Rights in accordance with Section  
6-5-248, Code of Alabama, which redemption rights expire on  
March 4, 1994.

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

11:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MEL 26.00

*Gabrielle Johnson*  
364 Co Rd 207  
Jemison, AL 35085

Inst # 1993-41637

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 grantee, and to her heirs and assigns, 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 10th day of May, 1993, pursuant to the authority contained in Title 7, Code of Federal Regulations, Part 1800.

UNITED STATES OF AMERICA


By: Charles C. DeRamus  
CHARLES C. DeRAMUS  
Acting 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 CHARLES C. DeRAMUS, whose name as Acting 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 Acting 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 10th day of May, 1993.

  
\_\_\_\_\_  
Notary Public  
State of Alabama at Large

(NOTARIAL SEAL)

My Commission Expires: August 14, 1995

**USDA-FmHA**

Form FmHA 1955-44

(5-88)

**NOTICE OF RESIDENTIAL OCCUPANCY RESTRICTION**Property Address: 2288 WOODLAND DRIVESHELBY AL 35143

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:

FLOOR FRAMING MUST BE REPLACED IN UTILITY AND BATHROOM.  
ALL ROTTEN FLOOR JOISTS MUST BE REPLACED.  
ROOFING SHINGLES MUST BE REPLACED.

**Inst # 1993-41637****12/29/1993-41637  
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SHELBY COUNTY JUDGE OF PROBATE  
004 HEL 26.00**

FmHA 1955-44 (5-88)

ORIGINAL