

STATE OF ALABAMA  
COUNTY OF MONTGOMERY

This instrument prepared by  
Jack M. Purser, Jr.  
Assistant Regional Attorney  
Office of the General Counsel  
U. S. Department of Agriculture  
Suite 205, Sterling Centre  
4121 Carmichael Road  
Montgomery, Alabama 36106-3683

DEED OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that:

THIS INDENTURE, made and entered into this 12th day of May, 1994, 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 RODNEY R. CLARK, AN UNMARRIED MAN (NOW DECEASED), 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 August 11, 1992, Rodney R. Clark, an unmarried man (now deceased), 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 Instrument No. 1992-17115, 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

WHEREAS the United States of America has caused a Notice of

06/03/1994-17918  
01:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.50

Inst # 1994-17918

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 28th day of April, 1994 at  
public outcry at the hour of 2:20 pm 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 \_\_\_\_\_  
Forty Five Thousand Fifty Dollars and No Cents  
(\$45,050.00) made by the United States of America;

NOW, THEREFORE in consideration of the premises and the sum  
of \$ 45,050.00, 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:

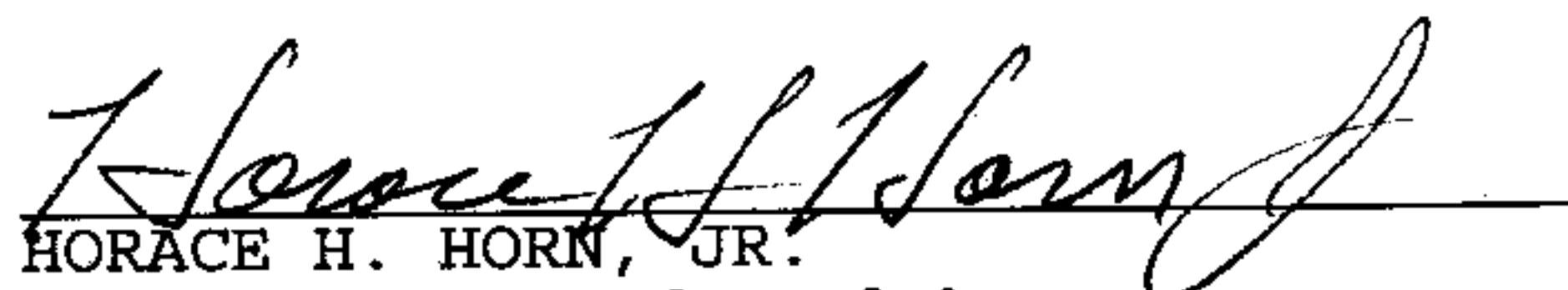
Lot 13 according to the survey of Canterbury Estates,  
First Addition, as recorded in the Office of the Judge  
of Probate of Shelby County, Alabama, in Map Book 16 at  
page 67.

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.  
State Director for Alabama  
Farmers Home Administration  
United States Department of Agriculture

STATE OF ALABAMA )  
COUNTY OF MONTGOMERY )

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 12th day of May, 1994.

Sherrie S. Perdue  
Notary Public

(NOTARIAL SEAL)

My commission expires: August 14, 1995

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