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STATE OF ALABAMA
COUNTY OF MONTGOMERY .

This instrument prepared by
Steven J. Youngpeter
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 1st day of JUNE, 1995, by and between THE UNITED STATES OF AMERICA, United States Department of Agriculture, acting by and through the Farmers Home Administration, or its successor, GRANTOR and MORTGAGEE, under the terms of the mortgages assumed and executed by **LAVERNE M. HUGHES AND WIFE, CHARLOTTE C. HUGHES, MORTGAGORS**, hereinafter whether or not singular or plural, and **RANDALL R. AND DONNA R. MORRIS, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, GRANTEEES**, as the maker of the highest and best bid at that foreclosure sale held under the terms of the mortgages,

WITNESSETH, that,

WHEREAS on September 24, 1980, David B. Poe and wife, Bertha Elaine Poe, as mortgagors, executed and delivered to the United States of America, United States Department of Agriculture, acting by and through the Farmers Home Administration, or its successor, as mortgagee, a mortgage on certain real property recorded in Book 406, at Pages 206-209, 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 March 22, 1991, Laverne M. Hughes and wife, Charlotte C. Hughes, assumed the above described real estate mortgage and the indebtedness described therein by Assumption Agreement which was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 334, Pages 764-765; and

WHEREAS on March 22, 1991, Laverne M. Hughes and wife, Charlotte C. Hughes, as mortgagors, executed and delivered to the United States of America, United States Department of Agriculture, acting by and through the Farmers Home Administration, or its successor, as mortgagee, a mortgage on certain real property recorded in Book 334, at Pages 758-761, 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

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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 mortgage before the courthouse door in Shelby County, Alabama, during the legal hours of sale on the 18th day of May, 1995, at public outcry at the hour of 12:00 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 mortgage was the bid in the amount of **Thirty-one thousand Dollars and No Cents (\$31,000.00)** made by **Randall and Donna Morris**;

NOW, THEREFORE in consideration of the premises and the sum of **\$31,000.00**, the grantor and mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto **Randall R. and Donna R. Morris, husband and wife, as joint tenants with rights of survivorship, and their heirs and assigns**, the following described properties situated in Shelby County, Alabama, to-wit:

Commence at the Southeast corner of the NE 1/4 of the SW 1/4, Section 25, Township 20 South, Range 1 East, thence run North along the East line of said 1/4-1/4

Section a distance of 380.25 feet to the point of beginning; thence 92 degrees 11 minutes 45 seconds to the left and run a distance of 150.00 feet; thence turn an angle of 92 degrees 11 minutes 45 seconds to the right and run a distance of 420.00 feet; thence turn an angle of 87 degrees 48 minutes 15 seconds to the right and run a distance of 315.00 feet; thence turn an angle of 92 degrees 11 minutes 45 seconds to the right and run a distance of 420.00 feet; thence turn an angle of 87 degrees 48 minutes 15 seconds to the right and run a distance of 165.00 feet to the point of beginning. Situated in the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 25, Township 20 South, Range 1 East, Shelby County, Alabama.

ALSO, the right of ingress and egress more particularly described as follows: A twenty-five (25) foot wide right-of-way whose East and South line is described as follows: Commencing on the North right-of-way line of Shelby County Highway No. 61 at the Southwest corner of the lot conveyed by Ocie A. Hardy and wife, Lodell Hardy, to Willie Stone, James E. Wilbanks and Doris Wilbanks, recorded in Deed Book 308, at Page 818, in the Probate Office of Shelby County, Alabama; thence run North along the West line of said lot a distance of 211.11 feet, more or less, to the Northwest corner of said lot; thence turn right and run East along the North side of said lot a distance of 505 feet, more or less, to a point twenty-five (25) feet South of the Southeast corner of the lot conveyed by Ocie A. Hardy and wife, Lodell Hardy, to David B. Poe and wife, Sallie A. Poe, recorded in Deed Book 312, Page 79, in the Probate Office of Shelby County, Alabama.

ALSO, a twenty-five (25) foot wide right-of-way whose East line is described as follows: Commencing at the Southwest corner of the lot conveyed by Ocie A. Hardy and wife, Lodell Hardy, to David B. Poe and wife, Sallie A. Poe, recorded in Deed Book 312, Page 79, in the Probate Office of Shelby County, Alabama; thence run North along the West line of said lot 420.0 feet, more or less, to the Northwest corner of said lot. Situated in Shelby County, Alabama.
Subject to easements and rights-of-way of record.

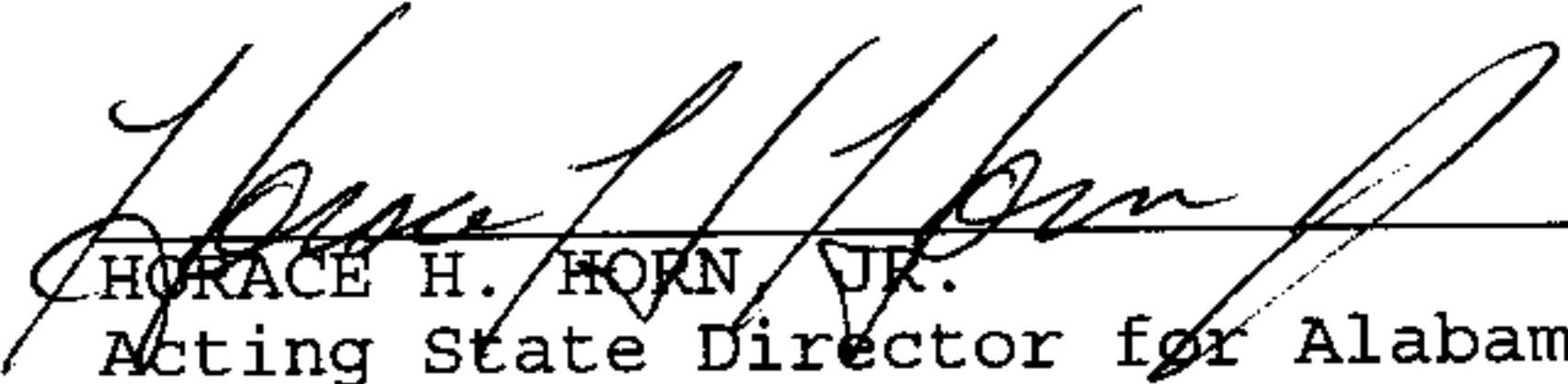
TO HAVE AND TO HOLD the above described property unto grantee herein and their heirs and assigns, forever, subject to the statutory right of redemption as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, the United States of America has caused this conveyance to be executed by its duly authorized representative, the Acting State Director for Alabama, Rural

Economic and Community Development, the United States Department of Agriculture pursuant to the authority contained in Title VII, Code of Federal Regulations, Part 1800, et. seq., 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.
Acting State Director for Alabama
Rural Economic and Community Development
(formerly, State Director, Farmers Home
Administration)
United States Department of Agriculture

STATE OF ALABAMA)

ACKNOWLEDGMENT

COUNTY OF MONTGOMERY)

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 Acting State Director, Alabama, Rural Economic and Community Development, 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, Alabama, Rural Economic and Community Development, 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 1st day of JUNE, 1995.


Notary Public

(NOTARIAL SEAL)

My commission expires: 8-14-95
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