

This instrument prepared by
Craig G. Cornwell
Acting 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 9th day of February, 1996, 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 mortgage given by Jesse M. Rutledge and wife, Andrea C. Rutledge, hereinafter Mortgagor, and Lester Cathey and Ruether C. Cathey, husband and wife, hereinafter 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 July 11, 1991, Jesse M. Rutledge and wife, Andrea C. Rutledge, as Mortgagor, 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 on July 12, 1991, in Book 353, at Pages 234-237, 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

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1996-04846

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 1st day of February, 1996 at public outcry at the hour of 3:00 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 TWENTY FIVE THOUSAND FIVE HUNDRED ONE AND NO/100 ----- Dollars and No Cents (\$ 25,501.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$ 25,501.00, the Grantor and Mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto Lester Cathey and Ruether C. Cathey as joint tenants with right of survivorship, the following described properties situated in Shelby County, Alabama, to-wit:

Lot 17, according to the Survey of Ripple Creek Estates, Phase 2, First Addition, as recorded in Map Book 14 page 39 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto Grantee 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, 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.
HORACE H. HORN, JR.
State Director
Rural Economic and Community Development,
acting on behalf of the Rural Housing
and Community Development Service,
successor in interest to the Farmers
Home Administration, State of Alabama
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 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 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 9th day of February, 1996.


Notary Public

(NOTARIAL SEAL)

My commission expires: 8/14/1999

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