

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 22ND day of  
AUGUST, 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 mortgage given by  
**SHEILA A. GOODE, UNMARRIED**, MORTGAGOR, hereinafter whether or not  
singular or plural, and **TAMARA JEAN MURRAY, A MARRIED WOMAN**,  
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 18, 1986, Sheila A. Goode, unmarried, 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 in Book  
81, at Pages 612-615, 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

04/18/1996-12614  
12:28 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 32.50

Inst # 1996-12614

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 27th day of July, 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 **Eighteen thousand seven hundred one Dollars and No Cents (\$18,701.00)** made by **Tamara Jean Murray**;

NOW, THEREFORE in consideration of the premises and the sum of **\$18,701.00**, the grantor and mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto **Tamara Jean Murray, and her heirs and assigns**, the following described properties situated in Shelby County, Alabama, to-wit:

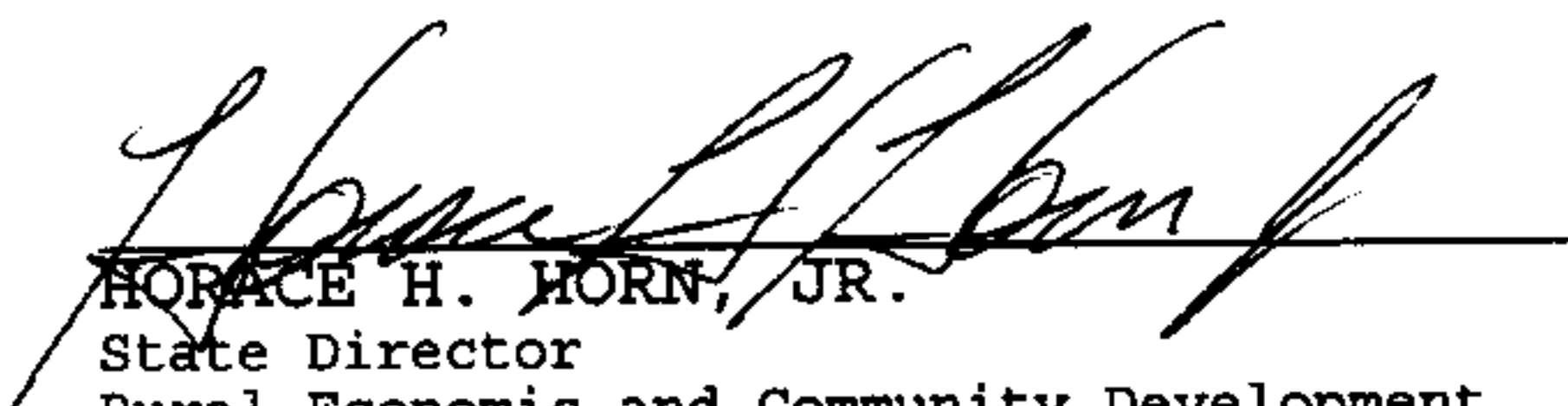
A parcel of land situated in the NE¼ of Section 4, Township 24 North, Range 12 East, in the City of Montevallo, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southwest corner of Section 28, Township 22 South, Range 3 West, Shelby County, Alabama; thence Southerly along the extension of the West line of said Section 28, 44.01 feet; thence 85 degrees 41 minutes 34 seconds left 179.63 feet to the point of beginning; thence continue along last stated course 150.44 feet to the Westerly right-of-way of Alabama Highway No. 119, also known as Selma Street in the City of Montevallo, Alabama; thence 85 degrees 37 minutes 11 seconds right 99.61 feet along and with said Westerly right-of-way; thence 94 degrees 59 minutes 36 seconds right and leaving said Westerly right-of-way 150.57 feet; thence 85 degrees 00 minutes 24 seconds right 97.99 feet to the point of beginning, said parcel containing 0.34 acres, more or less.

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.  
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 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 22nd day of AUGUST, 1995.

  
Notary Public

(NOTARIAL SEAL)

My commission expires: 8-14-99

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