This instrument was prepared by
Mitchell A. Spears
ATTORNEY AT LAW
P.O. Box 119 205/665-5102
Montevallo, AL 35115-0091 205/665-5076

Send Tax Notice to: Kenneth E. Dukes
(Name)
(Address) 312 Selma Road
Montevallo, AL 35115

Inst # 1996-14391

WARRANTY DEED

STATE OF ALABAMA
SHELBY **COUNTY** } **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of Eight Thousand, Five Hundred and 00/100, ($8,500.00)------DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, June C. Surface, an unmarried woman

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Kenneth E. Dukes

(herein referred to as grantee, whether one or more), the following described real estate, situated in SHELBY County, Alabama, to-wit:

Commence at the Southeast corner of the Southwest 1/4 of Southwest 1/4 of Section 22, Township 22 South, Range 3 West and go S. 89 degrees and 24 minutes W. along the South boundary of Section 22 for 704.36 feet to the southeasterly right of way of Southern Railway; thence N. 51 degrees 29 minutes E. along this right of way for 885.12 feet to the East boundary of the Southwest 1/4 of Southwest 1/4 of Section 22; thence S. 1 degrees 12 minutes E. along this boundary for 544.61 feet to the point of beginning.

Being situated in Shelby County, Alabama

SUBJECT TO: Right of way to Shelby County in Deed Book 201, Page 230.

Property taxes for 1996 and subsequent years.

Mineral and mining rights are not ensured.

Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 138, Page 196.

Agreement with Water Works Board of the City of Montevallo as set out in Deed Book 274, Page 666.

PURCHASE MONEY FIRST MORTGAGE IN FAVOR OF GRANTOR HEREIN, EXECUTED BY GRANTEE HEREIN, ON EVEN DATE HEREWITH, IN THE SUM OF $7,400.00.

REFERENCE IS HEREBY MADE TO THE DEED OF CORRECTION HERETOFORE RECORDED AT INSTRUMENT #1993-20191, IN THE OFFICE OF THE PROBATE JUDGE, AND THE SCRIVENERS AFFIDAVIT, HERETO ATTACHED AS **EXHIBIT "A"**, IS RECORDED HEREWITH, FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION CONTAINED WITHIN THE ABOVE DESIGNATED DEED.

REFERENCE IS HEREBY MADE TO **EXHIBIT "B" AND EXHIBIT "C"**, ATTACHED HERETO, SAME OF WHICH INDICATES THAT THE MORTGAGE RECORDED AT VOLUME 314, PAGE 653, IN THE OFFICE OF THE PROBATE JUDGE, SHELBY COUNTY, ALABAMA, HAS BEEN FULLY PAID AND SATISFIED.

Inst # 1996-14391
05/02/1996-14391
1:42 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 MCD 35.00

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 26th day of April, 19 96.

_____ (Seal) June C. Surface (Seal)
June C. Surface

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

STATE OF ALABAMA
SHELBY **County** } General Acknowledgment

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that June C. Surface whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of April 19 96

9/97
My Commission Expires:

M A Spears
Notary Public

STATE OF ALABAMA)

COUNTY OF SHELBY)

EXHIBIT "A"

SCRIVENER'S AFFIDAVIT

COMES NOW Robert H. Hood, a licensed attorney within the State of Alabama, and in good standing with the Alabama State Bar, as the Affiant herein, and after first having been duly sworn, said Affiant does depose and say as follows:

1. The Affiant herein is over the age of twenty-one (21) years, of sound mind, and has personal knowledge of the facts stated hereinafter.

2. The Affiant herein, as an attorney licensed to practice law within the State of Alabama, has conducted his practice within the State of Alabama for a period of fourteen (14) years next immediately preceding the execution of this Affidavit, and said Affiant has previously practiced real estate law in the State of Alabama, within the above designated time frame.

3. On or about July 2, 1993, the Affiant herein prepared a Warranty Deed whereby certain real estate located in Shelby County, Alabama was conveyed from William B. Surface and wife, June C. Surface, solely to June C. Surface, said Deed having been previously recorded within Instrument #1993-20191, in the Office of the Probate Judge, Shelby County, Alabama.

4. Affiant would state that there are two existing defects upon the face of such previously recorded Deed, in that, first; the marital status of the Grantors are not stated, and second; that the legal description of the property conveyed to the Grantee, June C. Surface, does not contain the township and range designation. Said Affiant would state that William B. Surface and June C. Surface were married upon the date of the conveyance which occurred on July 2, 1993, and that the parties did intend to convey certain real estate to June C. Surface, in her sole capacity, with said real estate being hereinafter described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Southwest 1/4 of Section 22, Township 22 South, Range 3 West and go S. 89 degrees and 24 minutes W. along the South boundary of Section 22 for 704.36 feet to the southeasterly right of way of Southern Railway; thence N. 51 degrees 29 minutes E. along this right of way for 885.12 feet to the East boundary of the Southwest 1/4 of Southwest 1/4 of Section 22; thence S. 1 degrees 12 minutes E. along this boundary for 544.61 feet to the point of beginning.

Being situated in Shelby County, Alabama.

Since the date the above designated Deed was written by this Affiant, William B. Surface, has deceased, the date of his decease being the 22nd day of July, 1993.

5. As based upon the above and foregoing facts and circumstances, the Affiant does hereby state that the chain of title upon the real estate hereinabove described should be cleared, and vested in June C. Surface.

FURTHERMORE, the Affiant saith naught.

M A Spear

Robert H. Hood

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a notary public in and for said County, in said State, hereby certify that **Robert H. Hood**, whose name is signed to the foregoing Scrivener's Affidavit, who is known to me, acknowledged before me on this day, that, being informed of the contents of the Scrivener's Affidavit, he executed same voluntarily on the day the same bears date.

Given under my hand and seal this 28th day of March, 1996.

Notary Public

My Commission Expires: 9/97

EXHIBIT "B"

AFFIDAVIT

State of Virginia)
) ss
County of Fairfax)

I, ROBERT E. ORRICK, being duly sworn, depose and say:

1. I am the Chief, Enforcement Division, Office of Special Supervision and Corporate Affairs, Farm Credit Administration ("FCA"), having held this position from January 14, 1990.

2. The information contained herein is based on knowledge obtained in my official capacity and from information given to me by FCA employees.

3. I am aware that this affidavit may be used by former borrowers of the Federal Land Bank of New Orleans and the Federal Land Bank of Jackson in an attempt to cure any failures to properly record the release or satisfaction of mortgages made by these institutions.

4. The FCA, a Federal agency established under the Farm Credit Act of 1971, as amended (Act), 12 U.S.C. § 2001 et seq., regulates and examines a nationwide network of banks, associations, and related institutions chartered under the Act. The institutions of the Farm Credit System furnish credit and closely related services to farmers, ranchers, producers, and harvesters of aquatic products, their cooperatives, and farm-related businesses.

M A Spears

5. Prior to July 1, 1988, the nation was geographically divided into 12 Farm Credit Districts. Traditionally, each District had one Federal Land Bank, which made long-term agricultural and rural housing loans through Federal Land Bank Associations; one Federal Intermediate Credit Bank, which provided shorter term agricultural loans to eligible borrowers through production credit associations; and a Bank for Cooperatives.

6. The Federal Land Bank of New Orleans was the Federal Land Bank for one of the Farm Credit Districts prior to September 1, 1984. On September 1, 1984, the Federal Land Bank of New Orleans moved its headquarters from New Orleans, Louisiana to Jackson, Mississippi, and changed its name to the Federal Land Bank of Jackson (FLBJ).

7. On May 20, 1988, the FCA determined that statutory grounds existed for the appointment of a receiver for the FLBJ and the Federal Land Bank Association of Jackson (FLBAJ), the Association through which the FLBJ extended long-term credit, under its authority in Section 4.12 of the Act and 12 C.F.R. § 611.1156, and placed the FLBJ into receivership. A receiver was appointed on the same date.

8. In 1989, the majority of the long-term loans held by the FLBJ were sold to the Farm Credit Bank of Texas. In June 1990, the Farm Credit System Banks, with the exception of the Farm

Credit Bank of Spokane, purchased the remaining assets of the FLBJ.

9. Effective January 30, 1995, the FCA determined that all assets of the FLBJ (including claims it could assert against others) and claims against the FLBJ had been disposed of by the receiver in accordance with the provisions of FCA regulations and the written agreement by and between the receiver and the FCA. The FCA therefore ordered that all claims of creditors, stockholders, holders of participation certificates and other equities, and of any other persons and/or entities against the FLBJ were forever and completely discharged and released. The FCA Board also provided that the commencement of any action, the employment of any process or any other act to collect, recover, or offset any such claims was barred. Finally, the charter of the FLBJ was cancelled. See 60 Fed. Reg. 7054 (1995), which is attached.

10. The authority to make long-term loans once exercised by the FLBJ is now exercised by the Farm Credit Bank of Texas. Short-term lending authority for the geographic area formerly served by the FLBJ is now exercised by AgFirst Farm Credit Bank. Neither of these institutions is the legal successor in interest to the FLBJ. The corporate existence of the FLBJ and the FLBAJ

was terminated effective January 30, 1995, with the termination of the receivership.

Executed on April 2, 1996

Robert E. Orrick, Chief
Enforcement Division
Office of Special Supervision
and Corporate Affairs

Attachment

Subscribed and sworn to before me this 2nd day of April, 1996.

Debra Buccolo
Notary Public

My commission expires 12/31/96.

CERTIFICATE

I, Debra Buccolo, Administrative Officer, Office of General Counsel, Farm Credit Administration, pursuant to the authority vested in me by the Chairman of the Farm Credit Administration, DO HEREBY CERTIFY that the attached hereto is a true and correct copy of the document hereafter described as contained in the official records and files in the custody of the Farm Credit Administration:

- Farm Credit Administration Board Action to Release and Discharge Receiver and Cancel Charters of the Federal Land Bank of Jackson and Federal Land Bank Association of Jackson, dated January 26, 1995.

IN WITNESS WHEREOF, by direction of the Chairman of the Farm Credit Administration, I have hereunto set my hand and affixed the seal of the Farm Credit Administration on this 1st day of April, 1996.

Debra Buccolo

Debra Buccolo
Administrative Officer

FARM CREDIT ADMINISTRATION

Farm Credit Administration Board Action to Release and Discharge Receiver and Cancel Charters of the Federal Land Bank of Jackson and the Federal Land Bank Association of Jackson

AGENCY: Farm Credit Administration.

ACTION: Notice.

On January 27, 1995, the Chairman of the Farm Credit Administration Board executed FCA Board Action NV–95–04 barring claims, discharging and releasing the Receiver, and cancelling the charters of the Federal Land Bank of Jackson and the Federal Land Bank Association of Jackson arising out of the involuntary liquidation of the institutions. The text of the FCA Board Action is set forth below:

Farm Credit Administration Board Action to Release and Discharge Receiver and Cancel Charters of the Federal Land Bank of Jackson and the Federal Land Bank Association of Jackson

Whereas, the Farm Credit Administration (FCA) Board had determined that statutory grounds existed for the appointment of a receiver for the Federal Land Bank of Jackson (Jackson FLB), headquartered in Jackson, Mississippi, and the Federal Land Bank Association of Jackson (Jackson FLBA), also headquartered in Jackson, Mississippi (Liquidating Institutions), under its authority in section 4.12(b) of the Farm Credit Act of 1971, as amended, and 12 CFR 611.1156, and did place the Liquidating Institutions into receivership on May 20, 1988;

Whereas, on May 20, 1988, the FCA Board by FCA Board Action BM–17–MAY–88–01, did appoint REW Enterprises, Inc. as the Receiver for the Jackson FLB and the Jackson FLBA, and published the notice of appointment in the Federal Register on May 24, 1988, at 53 FR 18812, as required by FCA regulations;

Whereas, on May 25, 1988, the FCA Board, by Notational Vote NV–88–68 (25–May–88), approved the agreement entered into by the Receiver to enable the Federal Land Bank of Texas and the Federal Land Bank of Columbia to temporarily provide service to new borrowers in the territory formerly served by the Jackson FLB;

Whereas, on February 10, 1989, all territory assigned to the Jackson FLB was permanently reassigned to the Farm Credit Bank of Texas (successor to the Federal Land Bank of Texas) and on September 22, 1989, all such territory, for the purpose of originating and servicing loans for the Farm Credit Bank of Texas, was apportioned among the Federal Land Bank Association of North Alabama, the Federal Land Bank Association of South Alabama, the Federal Land Bank Association of North Louisiana, the Federal Land Bank Association of South Louisiana, the Federal Land Bank Association of North Mississippi, and the Federal Land Bank Association of South Mississippi;

Whereas, on May 4, 1993, the FCA approved the accounts of the Liquidating Institutions for the period May 20, 1988, through May 4, 1993, and REW Enterprises, Inc. was then discharged and released from all responsibility or liability to the FCA arising out of, related to, or in any manner connected with the administration and liquidation of the Liquidating Institutions during the period May 20, 1988, through May 4, 1993;

Whereas, on May 4, 1993, the FCA Board, by FCA Board Action BM–04–MAY–93–04, did appoint William E. Harvey & Associates, Inc. as Receiver (Receiver) for the Liquidating Institutions and published the notice of appointment in the Federal Register on May 18, 1993, at 58 FR 28962, as required by FCA regulations;

Whereas, all assets of and claims against the Liquidating Institutions have been disposed of by the Receiver in accordance with the provisions of FCA regulations and the written agreement dated May 4, 1993, between the Receiver and the FCA (Receivership Agreement);

Whereas, in accordance with the provisions of FCA regulations and the Receivership Agreement, all claims filed by creditors and holders of equities have been paid or provided for, including, without limitation, certain administrative expenses that the Receiver has paid;

Whereas, the final audit of the Liquidating Institutions was completed by Arthur Andersen llp, an independent auditor, as of November 30, 1994;

Whereas, on January 12, 1995, the FCA issued to the Receiver a final Report of Examination of the Jackson FLB and the Jackson FLBA as of December 31, 1994;

Whereas, on January 30, 1995, the Receiver distributed to the Farm Credi System Financial Assistance Corporation all remaining assets, whic consisted of the amount in excess of t amount necessary to wind up the receivership, for application against o repayment of any FAC bonds issued after the Liquidating Institutions were placed in receivership in connection with the purchase of preferred stock issued by the Liquidating Institutions As published in the Federal Register notice on November 21, 1990, at 55 F 48691, any remaining funds of the Liquidating Institutions were to be refunded to the FAC in connection w the simultaneous retirement of an equ amount of preferred stock. The prefer stock was issued by the Liquidating Institutions for the purpose of fundin maturing debt obligations, retiring eligible borrower stock, and operatin the Liquidating Institutions; and

Now, therefore, it is hereby orderec that:

1. All claims of creditors, stockholders, holders of participatio certificates and other equities, and of any other persons and/or entities aga the Liquidating Institutions, and, all claims against the Receiver to the ext they arise out of the actions of the Receiver in carrying out the liquidati for the period May 4, 1993, through t date of this FCA Board action, are hereby forever and completely discharged and released against the Liquidating Institutions and the Receiver, and the commencement of action, the employment of any proce or any other act to collect, recover, o offset any such claims is hereby fore barred.

2. The Receiver's accounts of the Liquidating Institutions for the perio from May 4, 1993, through the effect date of this FCA Board action are he approved.

3. Except as provided in the Receivership Agreement, the Receive hereby finally and completely discharged and released from any responsibility or liability to the FCA any other persons or entities arising o of related to, or in any manner connected with the administration a liquidation of the Liquidating Institutions during the period May 4 1993, through the effective date of th FCA Board action. The FCA Board Action BM–04–MAY–93–04 is hereb superseded and terminated by this FC Board action.

4. The charters of the Federal Land Bank of Jackson and the Federal Land Bank Association of Jackson are hereby cancelled.

5. The foregoing FCA Board action shall be effective at 5:00 p.m. Eastern Standard Time on January 30, 1995.

Signed by Marsha Martin, Chairman, Farm Credit Administration Board, on January 26, 1995.

Dated: February 1, 1995.

Floyd Fithian,

Acting Secretary, Farm Credit Administration Board.

[FR Doc. 95-2805 Filed 2-3-95; 8:45 am]
BILLING CODE 6705-01-P

EXHIBIT "C"

STATE OF ALABAMA)
COUNTY OF SHELBY)

AFFIDAVIT

COMES NOW June C. Surface, the Affiant herein, and after first having been duly sworn, said Affiant does hereby depose and say as follows:

1. The Affiant is over the age of nineteen (19) years, of sound mind, and competent to execute this Affidavit. Furthermore, the Affiant has personal knowledge of the facts stated herein.

2. On or about July 2, 1993, June C. Surface became the sole owner, and was seized of the real estate described within the Habendum Clause which immediately precedes this Affidavit, and to which this Affidavit is attached as **Exhibit "C"**. Said Deed is recorded at Instrument 1993-20191, in the Office of the Probate Judge, Shelby County, Alabama.

3. Upon the date of conveyance of the above designated property, June C. Surface was married to William B. Surface, who conveyed his right, title and interest to said June C. Surface on or about July 2, 1993, pursuant to the Deed recorded in the Office of the Probate Judge, Shelby County, Alabama at Instrument #1993-20191. Furthermore, the Scrivener of such Deed, Robert H. Hood, a licensed practicing attorney within the State of Alabama, has heretofore provided a Scrivener's Affidavit, which is attached to this closing package, as Exhibit "A".

4. As regarding the Mortgage given by William B. Surface and June C. Surface to the Federal Land Bank of New Orleans, recorded in Mortgage Book 314, Page 653, in the Office of the Probate Judge, Shelby County, Alabama, said Mortgage has been paid and fully satisfied, but due to the fact that the Federal Land Bank of New Orleans is no longer in existence, it is impossible to obtain a Mortgage Release from said entity (please refer to Exhibit "B", which immediately precedes this Affidavit).

5. Said Affiant, June C. Surface, as the Seller herein, agrees to hold harmless and indemnify the Title Group, Inc., who has relied upon this Affidavit, for any damages which may arise from any improper, or inaccurate statement contained within this, her Affidavit.

FURTHERMORE, the Affiant saith naught.

June C. Surface
June C. Surface

STATE OF ALABAMA)
COUNTY OF SHELBY) General Acknowledgment

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that **June C. Surface,** whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Affidavit, she executed the same voluntarily on the day that same bears date.

Given under my hand and official seal this the 26th day of **April, 1996.**

Notary Public
My commission expires: 9/97

Instrument Prepared By:
Mitchell A. Spears
Attorney at Law
P. O. Box 119
Montevallo, Alabama 35115
(205) 665-5076

Inst # 1996-14391

05/02/1996-14391
01:42 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 MCD 35.00