

This instrument prepared by
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 23rd day of July, 1997, by and between THE UNITED STATES OF AMERICA, United States Department of Agriculture, acting by and through the Farmers Home Administration, or its successor, hereinafter Grantor and Mortgagee, under the terms of the mortgage given by Gregory D. Bush, unmarried, hereinafter Mortgagor, and Brad A. Cramer, a married man, 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 November 18, 1994, Gregory D. Bush, 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 Instrument No. 1994-34445, 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 Foreclosure Sale to be published once a week for three successive

09/02/1997-27923
11:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 58.50

Inst # 1997-27923

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 17th day of July, 19 97 at public outcry at the hour of 12:04 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 THREE THOUSAND NINE HUNDRED Dollars and No Cents (\$ 43,900.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$ 43,900.00, the Grantor and Mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto Brad A. Cramer and his heirs and assigns, the following described properties situated in Shelby County, Alabama, to-wit:

Commencing at the center of Section 3, Township 24 North, Range 12 East and run thence North with the land line North 1 degree 35 minutes West a distance of 838.6 feet to a point 30 feet South of the centerline of the Calera Centreville paved Highway; run thence North 85 degrees 50 minutes West 322 feet along with and parallel to said Highway to the Northeast corner of Lot 1, according to Wilson Subdivision in Map Book 3 Page 62; run thence South 4 degrees 11 minutes East a distance of 1100 feet to the point of beginning of the lot herein described and conveyed, being the Southeast corner of Lot 21 of Wilson Subdivision in Map Book 3 page 62; run thence North 4 degrees 11 minutes West 80 feet to the Northeast corner of the property herein conveyed; run thence South 85 degrees 45 minutes West 195 feet; run thence South 4 degrees 11 minutes East a distance of 240 feet to a fence; run thence in a Northeasterly direction along said fence a distance of 250 feet to the point of beginning; being Lots 21 and 23, according to the survey of Wilson's Subdivision No. 1, in the Town of Montevallo, Alabama, as shown by map recorded in Map Book 3 Page 62, in the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama. LESS AND EXCEPT, however, the following described real estate: Lot 21, according to the Survey of Wilson's Subdivision Number 1 as recorded in Map Book 3, at Page 62 in the Probate Office of Shelby County, Alabama; being situated in the SW $\frac{1}{4}$ of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to all mineral rights, easements, covenants or other interest of record.

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 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 Development, acting on behalf of the
Rural Housing 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 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 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 23rd day of July, 1997.


Notary Public

(NOTARIAL SEAL)

My commission expires: 8/14/1999

Inst # 1997-27923

09/02/1997-27923
11:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 58.50