

This instrument prepared by
Office of the General Counsel
Craig G. Cornwell
Acting Assistant Regional Attorney
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 17th day of March, 1998, 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 a mortgage given by William O. Bradshaw and wife, Julynn H. Bradshaw, and under the terms of a mortgage given by William R. Tidwell and wife, Angela R. Tidwell, hereinafter Mortgagors, and United States of America, hereinafter Grantee, as the maker of the highest and best bid at that foreclosure sale held under the terms of the mortgages,

WITNESSETH, that,

WHEREAS on June 13, 1986, William O. Bradshaw and wife, Julynn H. Bradshaw, 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 76, at Pages 526-529, 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 the indebtedness secured by the above described real estate mortgage having been assumed by William R. Tidwell and wife, Angela R. Tidwell, by Assumption Agreement dated September 1, 1993, and recorded on September 8, 1993, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument No. 1993-27337; and

WHEREAS on September 1, 1993, William R. Tidwell and wife, Angela R. Tidwell, 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 September 8, 1993, in Instrument No. 1993-27336, 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 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 Mortgagors fail

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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 indebtedness secured by the mortgages is in default according to the terms and provisions of the 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 mortgages before the courthouse door in Shelby County, Alabama, during the legal hours of sale on the 5th day of March, 1998 at public outcry at the hour of 12:05 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 mortgages was the bid in the amount of THIRTY SIX THOUSAND FIVE HUNDRED-----
----- Dollars and No Cents
(\$ 36,500.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$ 36,500.00, the Grantor and Mortgagee under the power of the sale contained in said mortgages, does hereby grant, sell, bargain and convey unto the United States of America and its assigns, the following described properties situated in Shelby County, Alabama, to-wit:

Lots 27 and 28, Block E, according to the survey of Wilmont Subdivision, as recorded in Map Book 3, Page 124, in the Probate Office of 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 17th day of March, 1998.


Notary Public

(NOTARIAL SEAL)

My commission expires: 8/14/1999

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