

This instrument prepared by  
Office of the General Counsel  
Craig G. Cornwell  
Assistant Regional Attorney  
U. S. Department of Agriculture  
Suite 205, Sterling Centre  
4121 Carmichael Road  
Montgomery, Alabama 36106-3683

Inst # 1999-40247

DEED OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that:

THIS INDENTURE, made and entered into this 26th day of August, 1999, 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 Dorothy L. Cottingham, an unmarried woman (now deceased), hereinafter Mortgagor, and Linda L. Knowles and Lewis R. Knowles, wife and husband, 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 August 25, 1989, Dorothy L. Cottingham, an unmarried woman (now deceased), 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 August 28, 1989, in Book 253, at Pages 445-448, 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

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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 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 12th day of August, 1999 at public outcry at the hour of 1:00 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 THREE THOUSAND SEVEN HUNDRED ONE-----  
-----Dollars and No Cents  
(\$ 23,701.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$ 23,701.00, the Grantor and Mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto Linda L. Knowles and Lewis R. Knowles, as joint tenants with right of survivorship, the following described properties situated in Shelby County, Alabama, to-wit:

A parcel of land located in the West ½ of the NW 1/4 of Section 3, Township 24 North, Range 12 East, being a part of Block 8, in the Town of Montevallo, Shelby County, Alabama, more particularly described as follows: Commence at the intersection of the Westerly right of way line of Cedar Street and the Southerly right of way line of Commerce Street and run Westerly along said Southerly right of way line a distance of 80.5 feet to the point of beginning; thence turn an angle of 90 deg. 00 min. to the left and run Southerly 154.0 feet; thence turn an angle of 90 deg. 00 min. to the right and run Westerly 80.5 feet; thence turn an angle of 90 deg. 00 min. right and run Northerly 154.0 feet to a point on the Southerly right of way line of Commerce Street; thence along said Street in an Easterly direction 80.5 feet to the point of beginning; 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 )  
COUNTY OF MONTGOMERY )

ACKNOWLEDGMENT

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 26th day of August, 1999.

Sherrie S. Perdue  
Notary Public

(NOTARIAL SEAL)

My commission expires: 8/14/1999

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