

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 7th day of November, 2001, 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 Samuel Ayala, Jr. and wife, Janet L. Ayala (now divorced), hereinafter Mortgagor, and Contracting Specialists, Inc. an Alabama Corporation, hereinafter Grantee, is the maker of, or one for whose benefit the highest and best bid was made for at the foreclosure sale held under the terms of the mortgage,

WITNESSETH, that,

WHEREAS on February 16, 1989, Samuel Ayala, Jr. and wife, Janet L. Ayala (now divorced), 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 February 21, 1989, in Mortgage Book 227, at Pages 412-415, 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 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

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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 1st day of November, 2001 at public outcry at the hour of 12:02 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 ELEVEN THOUSAND EIGHT HUNDRED NINETY FIVE Dollars and No Cents (\$11,895.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$11,895.00, the Grantor and Mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto Contracting Specialists, Inc. an Alabama Corporation and its successors and assigns, the following described property situated in Shelby County, Alabama, to-wit:

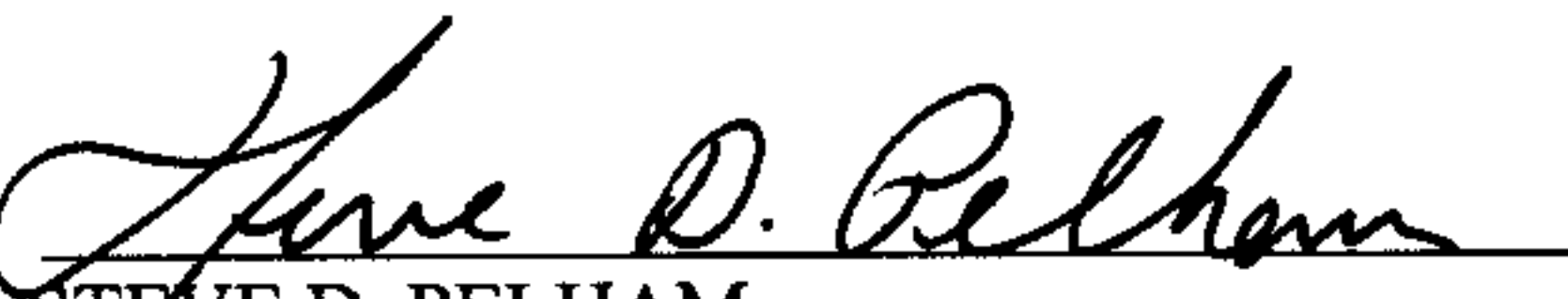
Commence at the northeast corner of the NE ¼ of the NW ¼ of Section 19, Township 19 South, Range 3 East, Shelby County, Alabama; thence run Westerly along the north line of said ¼ ¼ section 347.48 feet; thence turn 90° 00' left and run southerly 37.82 feet to a point on the southerly right of way line of Shelby County Road No. 62 and the point of beginning of tract of land herein described; thence turn 32° 07' 20" left and run southeasterly 77.45 feet; thence turn 12° 06' right and run southerly 98.0 feet; thence turn 10° 01' right and run southerly 80.50 feet; thence turn 3° 35' right and run southerly 51.42 feet; thence turn 90° 40' left and run easterly 173.95 feet; thence turn 90° 00' left and run northerly 178.3 feet to a point on the southerly right of way line of said Shelby County Road No. 62; thence turn 62° 48' 50" left to the chord of a curve to the left, said curve having a radius of 503.82 feet and a central angle of 30° 01' 01"; thence run northwesterly along said curve and said right of way line 263.95 feet to the point of beginning. Less and except any part of said land that may lie in the public road right of way.

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: 
STEVE D. PELHAM
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 Steve D. Pelham, 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 7th day of November, 2001.


Notary Public

(NOTARIAL SEAL)

My commission expires: 8/18/2003

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