


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


20060421000187750 1/3 \$94.50
Shelby Cnty Judge of Probate, AL
04/21/2006 12:30:31PM FILED/CERT

DEED OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that:

THIS INDENTURE, made and entered into this 10th day of April, 2006, 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 and Rhoda P. Cummings, a single person (now deceased), hereinafter Mortgagor, and Jennings Properties and Investments, LLC, a limited liability 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 11, 1999, Rhoda P. Cummings, a single person (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 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 1999-06083; 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 mortgages, or should the Mortgagor fail 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 mortgage; 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 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 mortgages before the courthouse door in Shelby County, Alabama, during the legal hours of sale on the 16th day of March, 2006 at public outcry at the hour of 12:10 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 mortgages was the bid in the amount of SEVENTY SEVEN THOUSAND THREE HUNDRED Dollars and No Cents (\$77,300.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$77,300.00, the Grantor and Mortgagee under the power of the sale contained in said mortgages, does hereby grant, sell, bargain and convey unto Jennings Properties and Investments, LLC, a limited liability corporation, and its successors and assigns, the following described properties situated in Shelby County, Alabama, to-wit:

Lot 3 according to the map and survey of Christy Townhomes, as recorded in Map Book 22, Page 73, in the Probate Office of 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 Steve D. Pelham
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


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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 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 10th day of April, 2006.

Notary Public

(NOTARIAL SEAL)

My commission expires: 8/14/2007

Shelby County, AL 04/21/2006
State of Alabama

Deed Tax: \$77.50