

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 21st day of June, 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 Melinda Kay Walton, a single woman, and Mark A. Reynolds, Jr., and wife, Shannon M. Reynolds, hereinafter Mortgagors and Earl Wayne Robinson, a married man, 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 May 15, 1991, Melinda Kim Walton, a single woman, 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 on May 21, 1991, in Book 343, at Pages 907-910, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage;

WHEREAS the indebtedness secured by the above described real estate mortgage having been assumed by Mark A. Reynolds, Jr., and Shannon M. Reynolds, by Assumption Agreement dated April 13, 2001, and recorded on April 25, 2001, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 2001-16205; and

WHEREAS on April 13, 2001, Mark A. Reynolds, Jr. and wife, Shannon M. Reynolds, as Mortgagors, 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 April 25, 2001, in Instrument Number 2001-16204, in the Office of the Judge of Probate of Shelby County, Alabama to secure the payment of the indebtedness therein described to the mortgage;

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 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 15th day of June, 2006 at public outcry at the hour of 12:06 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 FORTY THOUSAND Dollars and No Cents (\$40,000.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$40,000.00, the Grantor and Mortgagee under the power of the sale contained in said mortgages, does hereby grant, sell, bargain and convey unto Earl Wayne Robinson, a married man, the following described properties situated in Shelby County, Alabama, to-wit:

A parcel of land in the North 1/2 of the Northeast Quarter of Section 25, Township 21 South, Range 1 West, Shelby County, Alabama, described as follows:
Commence at the Northeast corner of said Section 25; thence run South along the East Section line 570.07 feet; thence turn right 90 degrees 00 minutes 00 seconds and run West 1211.69 feet to a point on the centerline of Beeswax Road; thence turn left 90 degrees 56 minutes 33 seconds and run South 224.27 feet to the point of beginning; thence continue last course 105.22 feet; thence turn left 95 degrees 19 minutes 00 seconds and run Northeasterly 81.14 feet; thence turn right 79 degrees 50 minutes 00 seconds and run Southeasterly 30.00 feet; thence turn left 79 degrees 50 minutes 00 seconds and run Easterly 210.00 feet; thence turn left 110 degrees 42 minutes 18 seconds and run Northwesterly 175.52 feet; thence turn left 56 degrees 29 minutes 42 seconds and run Northwesterly 30.00 feet; thence turn right 82 degrees 31 minutes 00 seconds and run Northerly 30.00 feet; thence turn left 108 degrees 12 minutes 00 seconds and run Southwesterly 105.00 feet; thence turn left 11 degrees 17 minutes 00 seconds and run Southwesterly 105.00 feet to the point of beginning.

Also, a 30-foot easement for a roadway described as follows: Commence at the Northeast corner of said Section 25; thence run South along the East Section line 570.07 feet; thence turn right 90 degrees 00 minutes 00 seconds and run West 1211.69 feet to a point on the centerline of Beeswax Road; thence turn left 90 degrees 56 minutes 33 seconds and run South 224.27 feet; thence continue last course 105.22 feet; thence turn left 95 degrees 19 minutes 00 seconds and run Northeasterly 81.14 feet; thence turn right 79 degrees 50 minutes 00 seconds and run Southeasterly 30.00 feet; thence turn left 79 degrees 50 minutes 00 seconds and run Easterly 210.00 feet; thence turn left 110 degrees 42 minutes 18 seconds and run Northwesterly 175.52 feet to the point of beginning; thence turn left 56 degrees 29 minutes 42 seconds and run Northwesterly 30.00 feet; thence turn right 82 degrees 31 minutes 00 seconds and run Northerly 240.00 feet; thence turn right 97 degrees 29 minutes 00 seconds and run Southeasterly 30.00 feet; thence turn right 82 degrees 31 minutes and run Southeasterly 240.00 feet to the point of beginning.

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.

Shelby County, AL 10/02/2006
State of Alabama

UNITED STATES OF AMERICA
Grantor and Mortgagee

Deed Tax: \$40.00

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

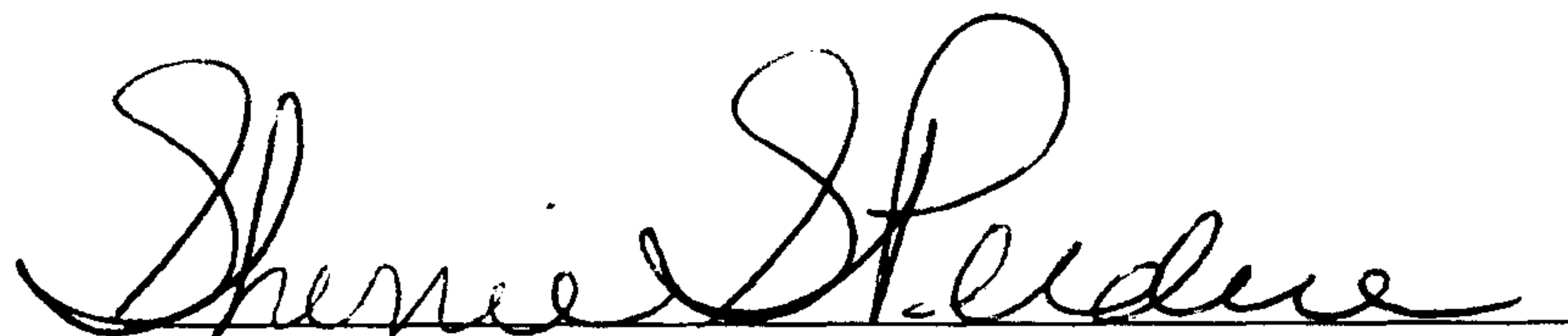
STATE OF ALABAMA)

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 21st day of June, 2006.


Notary Public

(NOTARIAL SEAL)

My commission expires: 8/14/2007