

SEP 23 2008

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 18<sup>th</sup> day of September, 2008, 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 Jeraldene Millar, an unmarried woman, hereinafter Mortgagor, MCS Enterprises, Inc., 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 July 11, 1984, Jeraldene Millar, an unmarried 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, in Mortgage Book 452, at Pages 22-25, 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 Daniel M. Millar and wife, Sandra Jones Millar, by Assumption Agreement dated April 26, 1991; and

WHEREAS on April 26, 1991, Daniel M. Millar and wife, Sandra Jones Millar, 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, in Mortgage Book 340, at Pages 239-242, 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

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 28<sup>th</sup> day of August, 2008, at public outcry at the hour of 1:00 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 Thirty Eight Thousand Five Hundred Dollars and No Cents (\$38,500.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$38,500.00, the Grantor and Mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto MCS Enterprises, Inc., and its successors and assigns, the following described property situated in Shelby County, Alabama, to-wit:

A part of the SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 16, Township 22 South, Range 3 West, more particularly described as follows: Commencing at the SW corner of said forty acres and run North 88 degrees 30 minutes East a distance of 465.4 feet; thence run North 26 degrees 30 minutes West a distance of 100 feet to point of beginning of lot herein described; from said point of beginning, continue thence North 26 degrees 30 minutes West 277.6 feet to a point on the SE side of Montevallo-Ashville Highway (Alabama 119); thence along said Highway South 56 degrees 45 minutes West 99.2 feet to the center of a driveway; thence run in a Southeasterly direction to 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:

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

STATE OF ALABAMA )

ACKNOWLEDGMENT

COUNTY OF MONTGOMERY )

I, Patricia L. Greene, 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 18<sup>th</sup> day of September, 2008.

Patricia L. Greene

Notary Public

(NOTARIAL SEAL)

My commission expires:

6-17-2011

Shelby County, AL 10/03/2008  
State of Alabama

Deed Tax: \$38.50