Grantor's Name: United States of America acting

through the Rural Housing Service

or it successor agency

Grantees' Names: Massex Takung

AlaVest, LLC

Grantees'

Mailing Address: U.S. Department of Agriculture Mailing Address: 429 Lorna Square

4300 Goodfellow Blvd. Building 105, FC-215

St. Louis, MO 63120

Property Address: 795 Merlin Drive

Calera, AL 35040

20160321000087770

03/21/2016 08:46:00 AM

FCDEEDS 1/3

Hoover, AL 35216

DEED OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that:

THIS INDENTURE, made and entered into by and between THE UNITED STATES OF AMERICA acting through the Rural Housing Service or successor agency, United States Department of Agriculture, hereinafter Grantor and Mortgagee, under the terms of the mortgage given by Walford H. Mays, III and Amy H. Mays, husband and wife, hereinafter Mortgagor, and Jason Tatum, 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 6/27/2002, Walford H. Mays, III and Amy H. Mays, husband and wife, as Mortgagor, executed and delivered to the United States of America, United States Department of Agriculture, acting through the Rural Housing Service, or its successor, as Mortgagee, a mortgage on certain real property recorded July 12, 2002, in Book 20020712000324640, Page(s) 7/7, 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

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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 <u>The Shelby Reporter</u>, a newspaper of general circulation published in <u>Shelby County</u>, <u>Alabama</u>, 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 <u>Shelby County</u>, <u>Alabama</u>, during the legal hours of sale on the 11th, day of February, 2016, at public outcry at the hour of 11:00 AM 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 <u>Fifty Seven Thousand Dollars and No Cents</u> (\$57,000.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$57,000.00, the Grantor and Mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto <u>Alavest, LLC</u>, its successors and assigns, the following described property situated in <u>Shelby County</u>, Alabama, to-wit:

Lot 2, of the Round Table Subdivision as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 38 LESS AND EXCEPT that part of said lot 2 deeded to Luthur C. and Velma D. Glen as recorded in Book 28, Page 493, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows: Begin at the northeasterly corner of said Lot 2, thence in a southeasterly direction along the east lot line of said Lot 2 a distance of 157.82 feet; thence 100 deg. 03 min. 08 sec. right in a northwesterly direction and along the south lot line of said Lot 2 a distance of 27.55 feet; thene 90 deg. right in a northeasterly direction a distance of 155.40 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 on this 11th day of February, 2016 by its duly authorized representative, the Director, Rural Development, Centralized Servicing Center, Default Management Branch, the United States Department of Agriculture, pursuant to the authority contained in Title VII, Code of, Federal Regulations, Part 1900, et. seq., and Section 35-10-1 of Code of Alabama, 1975, et. seq., as amended.

UNITED STATES OF AMERICA Grantor and Mortgagee

By:

JENNIFER L. WILLIAMS

Director of the Default Management Branch

Centralized Servicing Center

United States Development of Agriculture

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STATE OF MISSOURI

ACKNOWLEDGMENT

COUNTY OF ST. LOUIS,

I, De Control Afreco , a Notary Public in and for said County in said State, hereby certify that Jennifer L. Williams, whose name as Director of the Default Management Branch, Centralized Servicing Center, the 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, she, in her capacity as Director of the Default Management Branch, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this // day of February 2016.

Notary Public

(NOTARIAL SEAL)

My commission expires:

This instrument prepared by Centralized Servicing Center Default Management Branch Bankruptcy-Foreclosure-Section U.S. Goodfellow Blvd/Bldg. 105 FC-215 St. Louis, MO 63120 DORIS MAYFIELD

Notary Public-Notary Seal

State of Missouri, St Louis County

Commission # 12569720

My Commission Expires Jun 5, 2016



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/21/2016 08:46:00 AM

03/21/2016 08:46:00 AM S79.00 CHERRY 20160321000087770

Evidenced by Foreclosure Bid Price.