


Grantor's Name: United States of America

Grantees' Names: United States of America

Mailing Address: U.S. Department of Agriculture
4300 Goodfellow Blvd.
Building 105, FC-215
St. Louis, MO 63120

Grantees'
Mailing Address: 4300 Goodfellow Blvd.
St. Louis, MO 63120

Property Address: 104 Bonnevill Drive
Calera, AL 35040


20160406000111950 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
04/06/2016 02:48:26 PM FILED/CERT

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 David G. Moore, a single person, hereinafter Mortgagor, and the United States of America, 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 28, 1999, David G. Moore, a single person, as Mortgagor, executed and delivered to the United States of America, acting through the Rural Housing Service or successor agency, United States Department of Agriculture, as Mortgagee, a mortgage on certain real property recorded in Book 1999-22574, 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 13th, day of November, 2014, 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 Sixty Nine Thousand Eight Hundred Seventy Nine Dollars and No/100 Cents (\$69,879.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$69,879.00, the Grantor and Mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto the United States of America and its assigns, the following described property situated in Shelby County, Alabama, to-wit:

Lot 43 according to the Survey of Willow Cove, Phase 1, as recorded in Map Book 23, Page 75 in 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 on this 10th day of February, 2015, by its duly authorized representative, the Director, Default Management Branch, Centralized Servicing Center, Rural Development, 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: _____

THOMAS B. HERRON
Director, Default Management Branch
Centralized Servicing Center
Rural Development
United States Department of Agriculture

STATE OF MISSOURI)
)

ACKNOWLEDGMENT


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COUNTY OF ST LOUIS)

I, Doris Mayfield, a Notary Public in and for said County in said State, hereby certify that Thomas B. Herron, whose name as Director, Default Management, Centralized Servicing Center, Rural Development, 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, he, in his capacity as Director, Default Management Branch, Centralized Servicing Center, Rural Development, the 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 February, 2015.

Notary Public

Doris Mayfield

(NOTARIAL SEAL)

My commission expires:

This instrument prepared by
Centralized Servicing Center
Default Management Branch
U.S. Goodfellow Blvd/Bldg. 105 FC-215
St. Louis, MO 63120-1703

