Grantor's Name: United States of America

Grantees' Names: United States of America

Grantees'

Mailing Address: U.S. Department of Agriculture Mailing Address: 4300 Goodfellow Blvd

4300 Goodfellow Blvd. Building 105, FC-215 St. Louis, MO 63120 St.Louis, MO 63120 Building 105, FC-215 St. Louis, MO 63120

Property Address: 1470 Majesty Loop

Foley, AL 36535

BALDWIN COUNTY, ALABAMA TIM RUSSELL PROBATE JUDGE Filed/cert, 11/24/2014 12:20 PM TOTAL \$ 15.00 3 Pages

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 by and through the Rural Housing Service or its successor agency, United States Department of Agriculture, hereinafter Grantor and Mortgagee, under the terms of the mortgage given by Talafario Heard, an unmarried man, hereinafter Mortgagor, and United States of America, United States Department of Agriculture, 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 September 29, 2008, Talafario Heard, an unmarried man, as Mortgagor, executed and delivered to the United States of America, acting by and through the Rural Housing Service or its successor agency, United States Department of Agriculture, as Mortgagee, a mortgage on certain real property recorded October 3, 2008, in Instrument Number 1142218, in the Office of the Judge of Probate of Baldwin 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 <u>The Baldwin Times</u>, a newspaper of general circulation published in <u>Baldwin County</u>, 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 <u>Baldwin County</u>, <u>Alabama</u>, during the legal hours of sale on the 27th, day of August, 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 Seventy Three Thousand Five Hundred Sixty One Dollars and No Cents 00/100 (\$73,561.00) made by Grantee;

NOW, THEREFORE in consideration of the premises and the sum of \$73,561.00, the Grantor and Mortgagee under the power of the sale contained in said mortgage, does hereby grant, sell, bargain and convey unto the <u>United States of America</u>, <u>United States of Department of Agriculture</u>, and its assigns, the following described property situated in <u>Baldwin County</u>, Alabama, to-wit:

Lot 40, Heather Terrace, according to plat thereof recorded in slid 2343-D, E and F of the records in the Office of the Judge of Probate, Baldwin 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 27th day of August, 2014, by its duly authorized representative, the Director, Rural Development, Centralized Servicing Center, Default Management Branch, 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.

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:

CHRISTINE M. BRIDGES

Acting

Director of the Default Management Branch

STATE OF MISSOURI

ACKNOWLEDGMENT

COUNTY OF ST. LOUIS

hereby certify that Christine M. Bridges, whose name as Designation of Acting Director of the Director of the Default Management Branch, 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 Acting 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 23

day of October, 2014.

Notary Public

(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

DORIS MAYFIELD
Notary Public-Notary Seal
State of Missouri, St Louis County
Commission # 12569720
My Commission Expires Jun 5, 2016