

DEED

This Deed made this ____ day of _____, _____, by and between _____, Foreclosure Commissioner, (“Grantor”) and _____ (“Grantee”).

WHEREAS, on _____, a certain Mortgage [Deed of Trust] [Mortgage Deed] [Security Deed] was executed by _____ as Mortgagor [trustor], in favor of _____ as mortgagee [trustee] [grantee] [and _____ as beneficiary], and was recorded on _____, in Book _____, Page _____, [as Instrument No. _____,] in the Office of the _____, _____ County, _____; and

¹WHEREAS, on _____, the Mortgage [beneficial interest in the Deed of Trust] [Mortgage Deed] [Security Deed] was assigned to the United States Secretary of Housing and Urban Development (the Secretary); and

WHEREAS, by virtue of a default in the covenants and conditions of the Mortgage [Deed of Trust] [Mortgage Deed] [Security Deed] the Secretary designated me as foreclosure commissioner to conduct a non-judicial foreclosure of the Mortgage [Deed of Trust] [Mortgage Deed] [Security Deed] under the provisions of the Single Family Mortgage Foreclosure Act of 1994 (“Act”), 12 U.S.C. 3751 *et seq.*, the designation being recorded on _____, in Book _____, Page _____ [as Instrument No. _____]; and

WHEREAS, a Notice of Default and Foreclosure Sale was sent by certified mail, return receipt requested, (1) on _____, to (name/address) _____, the owner of the property secured by the mortgage as shown by the public record on _____, (2) on _____, to (name/address) _____, and _____, the parties shown on the public record as of _____ to be liable for part or all of the mortgage debt, and (3) on _____, to (name/address) _____, and _____, the parties who as of _____, had a lien on the property secured by the Mortgage; and

WHEREAS, a copy of the Notice of Default and Foreclosure sale was published in the _____ on _____, _____, and _____; and

²WHEREAS, a copy of the Notice of Default and Foreclosure Sale was posted in a prominent place at _____ on _____; and _____

¹ Eliminate this paragraph in Purchase Money Mortgage, Sec. 312, or other appropriate cases.
² Posting required only if there is no newspaper of general circulation, or if there are multiple dwellings.

WHEREAS, a copy of the Notice of Default and Foreclosure Sale was filed for record on _____, in Book ____ at Page _____, in the Office of the _____, _____ County, _____; and

WHEREAS, pursuant to the Notice of Default and Foreclosure Sale and to the Act, a foreclosure sale was held at _____ place of sale _____ on _____ (date/time of sale) _____, in accordance with the terms of said Notice and the Act; at which _____ submitted the highest bid in the amount of \$ _____; and

WHEREAS, the mortgagor is not entitled to benefits of the Soldiers' and Sailors' Civil Relief Act of 1940; and

WHEREAS, there is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. (12 USCA 3763(e));

NOW THEREFORE, for one dollar and other good and valuable consideration, the undersigned hereby grants, bargains, sells, and conveys to _____; the following described property located in _____ County, _____:
Commonly Known As:

The grantor hereby conveys to the grantee all right, title and interest in the above property held by the grantor herein, the Secretary, [the trustee, _____] [the mortgagor] [trustor] [the grantor under the Deed of Trust]

or any other party claiming by, through, or under them on the date the Mortgage [Deed of Trust] [Mortgage Deed] [Security Deed] referred to above was recorded and any interest acquired by any of them until the date of the foreclosure sale. This deed is given without warranty or covenants to the grantee.

Foreclosure Commissioner

[signature and typed name]_____

[address]_____

[telephone no.]_____

[Acknowledgment]

When a mortgage foreclosed pursuant to 12 USCA 3761 et seq. is conveyed to the Secretary, no tax shall be imposed or collected with respect to the foreclosure commissioner's deed (including any tax customarily imposed upon the deed instrument or upon the conveyance or transfer of title to the property). Failure to collect or pay a tax of the type and under the circumstances stated in the preceding sentence shall not be grounds for refusing to record such a deed, for failing to recognize such recordation as imparting notice, or for denying the enforcement of such a deed and its provision in any State or Federal Court. 12 USCA 3763(f)

This Deed, and any other instruments submitted for recordation in relation to the foreclosure of the security property under 12 USCA 3761 et seq. shall be accepted for recordation by the registrar of deeds or other appropriate official in the county or counties in which the security property is located upon tendering of payment of the usual recording fees for such instruments, and without regard to the compliance of those instruments with any other local filing requirements. 12 USCA 3764