

20060706000322910 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
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This Instrument Prepared By:
William L. Phillips, III, Esq.
Johnston, Conwell & Donovan, L.L.C.
813 Shades Creek Parkway, Suite 200
Birmingham, AL 35209

STATE OF ALABAMA)
COUNTY OF SHELBY)

FORECLOSURE DEED FOR UNPAID ANNUAL ASSESSMENTS

KNOW ALL PERSONS BY THESE PRESENTS, that heretofore on, to wit: the Declaration of Covenants, Conditions and Restrictions for Chandalar South Townhouse Association was filed for record in the Office of the Judge of Probate of Shelby County, Alabama, at Book 6, Page 804 (together with all amendments thereto hereinafter collectively referred to as the "Declaration"). Said Declaration provided for the creation of Chandalar South Townhouse Association, Inc. (the "Association"), which is the owner's association for Chandalar Townhouses. The Association is authorized by the Declaration to manage the property and collect the assessments for the common expenses of the property.

WHEREAS, KAREN D. DAILEY acquired fee simple title to 1894 Chandalar Court, Pelham, AL 35124 by warranty deed recorded at Instrument #20030507000281810 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the Declaration provides the Association shall have a lien against the individual lots and dwellings within Chandalar South Townhouses for payment of the annual assessments levied by the Association for the common expenses of Chandalar South Townhouse Association, Inc. The Association filed a Verified Statement of Lien upon the lot below described recorded at Instrument #20051010000527700. The Declaration further provides that the lien of the Association may be foreclosed as are mortgages containing a power of sale in the State of Alabama. Before commencing foreclosure proceedings, the Association provided reasonable notice to the owner/occupant of the below described real property as required by the Declaration; and

WHEREAS, default was made in the payment of the annual assessments for the common expenses secured by said lien, and the Association did declare the assessments secured by said lien due and payable and did give due and proper notice in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, once a week for three consecutive weeks prior to the sale that the Association would sell in payment of the unpaid assessments in satisfaction of the lien, the below described real property at public outcry for cash to the highest bidder; and

WHEREAS, on June 20, 2006, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted and the Association did offer for sale and sell at public outcry in front of the Courthouse at Shelby County, Alabama, the real property hereinafter described; and

WHEREAS, William L. Phillips, was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the Association; and

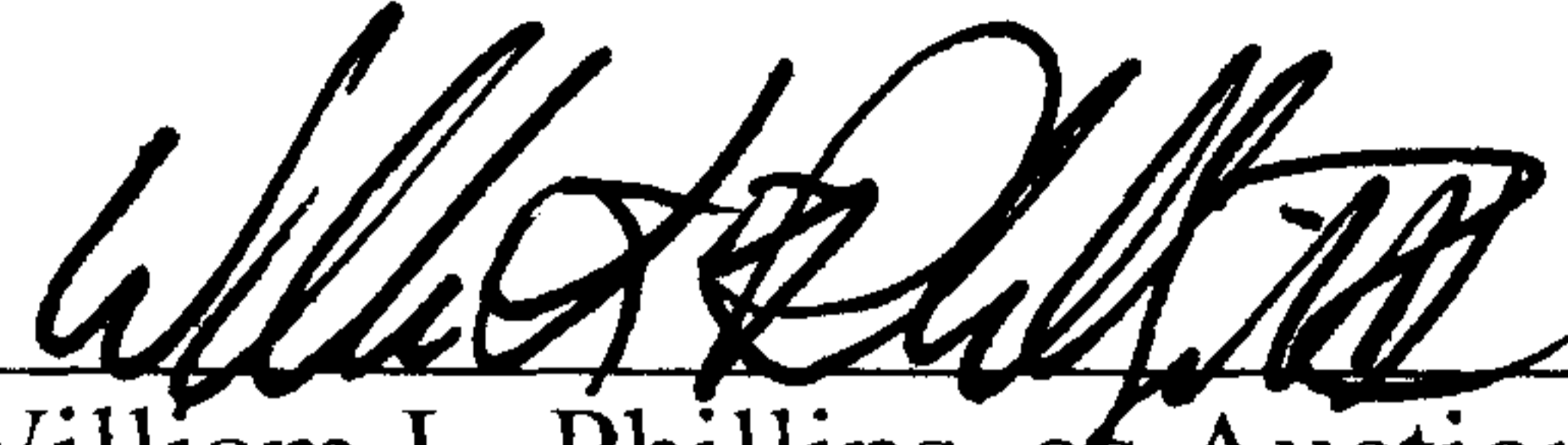
WHEREAS, the highest and best bid for the below described real property was bid of Chandalar South Townhouse Association, Inc. in the amount of \$3,339.75 (Three Thousand Three Hundred Thirty Nine and 75/100 Dollars), which sum of money the Association credited to the unpaid annual assessments secured by said lien and the attorneys' fee and other costs associated with the foreclosure sale.

NOW, THEREFORE, the Association by and through William L. Phillips, as Auctioneer conducting said sale for the Association does hereby grant, bargain, sell and convey unto Chandalar South Townhouse Association, Inc., the following described real property situated in Shelby County, Alabama, to wit:

"C," Building 9, Phase II, of Chandalar South Townhouses, as recorded in Map Book 7 Page 166, located in the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of said 1/4 - 1/4 Section; thence in a Northerly direction along the East line of said 1/4 - 1/4 section, a distance of 980.76 feet; thence 90 degrees left, in a Westerly direction a distance of 194.64 feet; thence 90 degrees left, in a Southerly direction, a distance of 97.03 feet to the corner of a wood fence that extends across the front of Units "A," "B," "C," and "D" of said building 9; thence 85 degrees 51 minutes right, in a Southwesterly direction along the outer face of said wood fence extending across the front of Unit "D" a distance of 24.15 feet to the point of beginning; thence continue a Southwesterly direction along the outer face of said wood fence extending across the front of Unit "C" a distance of 18.8 feet to the centerline of wood fence common to Units "B" and "C"; thence 90 degrees right, in a Northwesterly direction along the centerline of said wood fence, a party wall and another wood fence both common to Units "B" and "C" and the Southwest outer face of a storage building, a distance of 71.94 feet to the Northwest corner of said storage building; thence 90 degrees right in a Northeasterly direction along the Northwest outer face of said storage building, a distance of 6.4 feet to the Northeast corner of said storage building; thence 90 degrees right, in a Southeasterly direction along Northeast outer face of said storage building, a distance of 4.3 feet to a point on the outer face of a wood fence extending across the back of Unit "C" thence 90 degrees left, in a Northeasterly direction along the outer face of said wood fence, a distance of 14.1 feet to the centerline of a wood fence common to Units "C" and "D"; thence 90 degrees right, in a Southeasterly direction along the centerline of said wood fence, a party wall and another wood fence, both common to Units "C" and "D" and a distance of 67.64 feet to the point of beginning.

TO HAVE AND TO HOLD the above-described real property unto Chandalar South Townhouse Association, Inc., subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, William L. Phillips has caused this instrument to be executed by him as Auctioneer conducting said sale, for the Association, and has hereto set his hand and seal on this, 9/9 day of June, 2006.



William L. Phillips, as Auctioneer and Attorney-in-Fact for Chandalar Townhouse Association, Inc., an Alabama non-profit corporation

ACKNOWLEDGMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public for the State of Alabama, and said County, hereby certify that **William L. Phillips, III**, whose name as Auctioneer for Chandalar Townhouse Association, Inc, an Alabama non-profit corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, in her capacity as said Auctioneer, and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 21st day of June, 2006.

[SEAL]



Notary Public

My Commission Expires: 4-14-10