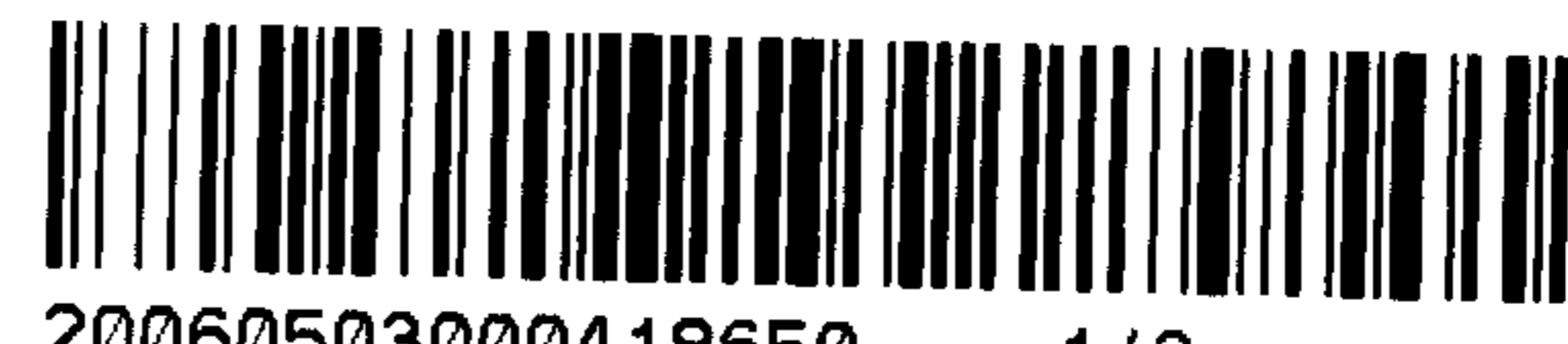



STATE OF ALABAMA)
COUNTY OF JEFFERSON)


20060503000418650 1/3
Bk: LR200607 Pg:25749
05/03/2006 02:46:08 PM FCD
Jefferson Co Judge of Probate, AL
Filed/Certified - Judge Mark Gaines

THIS FORECLOSURE DEED made this 25th day of April, 2006, between LEE ANNE HOPE, a single individual, Party of the First Part, and JENNINGS PROPERTIES AND INVESTMENTS, LLC, Party of the Second Part;

W I T N E S S E T H:


20060509000217660 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
05/09/2006 11:44:14AM FILED/CERT

WHEREAS, the said LEE ANNE HOPE, a single individual, heretofore executed to MORTGAGEAMERICA, INC., herein called the Mortgagee, a certain mortgage dated September 19, 1997, and recorded in Instrument #9711/3769, Probate Records of Jefferson County, and also recorded in Instrument #1997-37785, Probate Records of Shelby County, Alabama, which conveyed the hereinafter described property to secure the indebtedness evidenced by a note, payable in installments, therein described; and CHASE HOME FINANCE LLC SUCCESSOR BY MERGER TO CHASE MANHATTAN MORTGAGE CORPORATION SUCCESSOR BY MERGER TO CHASE MORTGAGE COMPANY was owner thereof at the time of the sale hereinafter mentioned; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of indebtedness shall at once become due and payable and said mortgage be subject to foreclosure, and further provides that in the event of any such default the Mortgagee shall have the authority to sell said property before the Courthouse Door in the City of Birmingham, County of Jefferson, State of Alabama, at public outcry for cash after first giving notice by publication once a week for three successive weeks of the time, place and terms of said sale in some newspaper of general circulation published in Jefferson County, and also Shelby County, Alabama, and further provides that in the event of any such sale the person conducting such sale shall have power and authority to execute a deed to the purchaser of said property at such sale; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in payment thereof, and CHASE HOME FINANCE, LLC thereafter gave notice by publication in The Alabama Messenger, a newspaper of general circulation and published in Jefferson County, Alabama, on the 25th day of March, 2006, and the 1st day of April, 2006, and the 8th day of April, 2006, and also published in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 22nd day of March, 2006, and the 29th day of March, 2006, and the 5th day of April, 2006, that it would sell the hereinafter described property before the front door of the Jefferson County Courthouse at Birmingham,

What is the date

Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on the 25th day of April, 2006; and


WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Alabama Messenger and The Shelby County Reporter, and JENNINGS' PROPERTIES AND INVESTMENTS, LLC became the purchaser of the hereinafter described property at and for the sum of \$79,490.00 cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, JAMES J. ODOM, JR., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by CHASE HOME FINANCE, LLC;

NOW THEREFORE, IN consideration of the premises the Parties of the First Part and CHASE HOME FINANCE, LLC, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said JENNINGS PROPERTIES AND INVESTMENTS, LLC, the following described real property situated in Jefferson County, Alabama, to-wit:

Unit 18-3, in Windhover, a Condominium, located at Old Rocky Ridge Road, Jefferson County, Alabama, as established by Declaration of Condominium, recorded on July 23, 1975, in Real Volume 1197 page 689, in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12 page 1, in the Probate Office of Shelby County, Alabama, as amended by Amendments of Declaration of Condominium, recorded in Real 1200 page 637, in Real Volume 1385 page 91, in Real Volume 1388 page 152, in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12 page 196, in Misc. Book 18 page 28, in Misc. Book 18 page 163, in the Probate Office of Shelby County, Alabama; together with an undivided interest in the common elements of Windhover, a Condominium, as set out in Exhibit "D" attached to said Declaration of Condominium, as it may have been or may hereafter be amended pursuant to said Declaration; said unit being more particularly detailed in the plans and drawings of said Condominium as recorded in Map Book 107 page 26 in the Probate Office of Jefferson County, Alabama, and in Map Book 6 page 52 in the Probate Office of Shelby County, Alabama, as amended by revised or supplemental plans recorded in Map Book 107 page 32 and Map Book 111 page 34 in the Probate Office of Jefferson County, Alabama and in Map Book 6 page 55, Map Book 6 page 133, Map Book 7 page 41, Map Book 7 page 81 and in Map Book 7 page 82 in the Probate Office of Shelby County, Alabama; being situated in both Jefferson County and Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said JENNINGS PROPERTIES AND INVESTMENTS, LLC, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said JENNINGS PROPERTIES AND INVESTMENTS, LLC, under and by virtue of the power and authority contained in the aforesaid mortgage. Subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, also subject to prior liens, ad valorem taxes, easements and restrictions of record.


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IN WITNESS WHEREOF, the said LEE ANNE HOPE, a single individual, and CHASE HOME FINANCE, LLC, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

BY: 

As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA

COUNTY OF JEFFERSON


I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that JAMES J. ODOM, JR., whose name as attorney-in-fact and auctioneer for LEE ANNE HOPE, a single individual, and CHASE HOME FINANCE, LLC, 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, as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of April, 2006.


Notary Public
My Commission Expires: 03/13/2007

THIS INSTRUMENT PREPARED BY:
ARTHUR M. STEPHENS
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.
P.O. BOX 307
HUNTSVILLE, AL 35804

20060503000418650 3/3
Bk: LR200607 Pg:25749
05/03/2006 02:46:08 PM FCD
Fee - \$9.50
Deed Tax - \$79.50
Total of Fees and Taxes-\$89.00
WILSONN


20060509000217660 3/3 \$18.00
Shelby Cnty Judge of Probate,AL
05/09/2006 11:44:14AM FILED/CERT