

008835

000325

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 15 day of May
20 14 at 4:00 pm. Recorded in Deed
Book 7365 Page(s) 325-327
Charles Baker, Clerk By JK

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ - 0 -

Date 5-15-14

Charles Baker
Superior Court Clerk

By JK

PT61 069-2014-002893

File:

After recording return to
J. Randall Frost
Stewart, Melvin & Frost, LLP
P. O. Box 3280
Gainesville, Georgia 30503

Re: Deed Book 5181, Page 363,
Hall County Deed Records

DEED UNDER POWER

GEORGIA, HALL COUNTY.

THIS INDENTURE made as of this 6th day of May, 2014, between **JESUS BRITO, acting through his attorney in fact, BENJAMIN BLATT** party of the first part (hereinafter called "Grantor") and **BENJAMIN BLATT**, party of the second part (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, a certain note was executed by JESUS BRITO to BENJAMIN BLATT secured by a Deed to Secure Debt from JESUS BRITO to BENJAMIN BLATT dated November 15, 2004, recorded in Deed Book 5181 page 363 and the modifications thereof recorded in Hall County, Georgia Deed Records, and reference being made to the provisions of said Deed to Secure Debt and the power of sale contained therein, all of which are made a part hereof by reference to the record thereof, and

WHEREAS, there was a default in the payment of the Note and because of such default, BENJAMIN BLATT, under the provisions of said Note and Deed to Secure Debt, after proper notice to all parties, declared the unpaid principal balance and accrued interest due under the Note due and payable immediately in accordance with said Note and Deed to Secure Debt, and

WHEREAS, BENJAMIN BLATT, by virtue of the power of sale did advertise for sale the land herein described and embraced in said Deed to Secure Debt, once a week for four successive weeks next preceding the day of sale, said advertisement having been made in *The Times*, a newspaper published in Hall County, Georgia, where the Sheriff's advertisements are run, stating that said land would be sold at public outcry at the courthouse in Hall County, Georgia to the highest bidder for cash between the legal hours of sale on the first Tuesday in May, 2014, and

000326

WHEREAS, BENJAMIN BLATT gave all notice to the proper parties as required under the terms of the Note and Deed to Secure Debt referenced above, and

WHEREAS, notice was given in compliance with O.C.G.A. Section 44-14-162.2 and Section 44-14-162.4. The notice so required was rendered by mailing a copy of the Notice of Sale submitted to the publishers to the "Debtor" (as that term is defined in O.C.G.A. Section 44-14-162.1) by certified mail return receipt requested at least thirty days prior to the foreclosure sale date; and

WHEREAS, the said land was exposed for sale in accordance with advertisements when and where, the Grantee being the highest bidder for cash became the purchaser, at and for the sum hereinafter set forth as the consideration paid for this conveyance.

NOW, THEREFORE, the premises considered, the Grantor, in consideration of the sum of ONE MILLION TWO HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$1,245,000.00), cash in hand paid, at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain sell and convey unto Grantee, its successors and assigns, the property described as follows:

TRACT ONE:

All that tract or parcel of land lying and being in the Tadmore District, 268 G.M.D. of Hall County, Georgia and being more particularly described as follows

To find the true point of beginning, follow the easterly right of way of U.S. Highway 129 (Ga. Hwy 11) in a generally northerly direction 648.7 feet from the Jackson County line, thence go South 66°19'57" West 105.41 feet to an iron pin on the westerly right of way of U.S. Highway 129 (Ga. Hwy. 11); thence from said POINT OF BEGINNING South 68°30'00" West 1424.15 feet to a point; thence South 22°30'00" West 75.96 feet to the centerline of a creek and along said centerline of the creek the following courses and distances North 49°13'43" West 35.23 feet; North 88°33'23" West 69.51 feet; North 67°40'26" West 80.15 feet; North 67°45'42" West 78.85 feet; North 53°40'11" West 65.63 feet; North 61°18'30" West 87.30 feet; North 85°20'24" West 68.39 feet; North 55°14'20" West 83.15 feet; South 80°41'42" West 97.73 feet; South 57°09'47" West 30.90 feet; North 73°06'36" West 95.48 feet; South 65°28'49" West 57.21 feet; North 69°46'35" West 25.42 feet; North 84°40'43" West 79.21 feet; South 61°08'00" West 40.43 feet; North 53°45'29" West 53.61 feet; South 83°25'56" West 28.74 feet; North 60°58'44" West 57.60 feet; South 43°34'50" West 19.30 feet; North 78°33'22" West 52.05 feet; South 61°57'53" West 127.88 feet; South 00°30'50" West 22.13 feet; South 51°11'15" East 16.17 feet; South 26°59'24" West 58.21 feet; South 22°44'55" East 22.99 feet; South 68°13'16" West 41.76 feet, thence North 41°57'41" West 618.29 feet; thence the following courses and distances (the centerline of the creek being the property line): North 11°00'57" East 83.05 feet; North 13°33'02" West 40.56 feet; North 25°59'51" East 110.94 feet; North 60°41'30" East 108.10 feet; North 07°39'01" East 188.14 feet; North 34°50'20" East 109.00 feet; North 65°32'59" East 31.01 feet; North 33°09'37" East 41.60 feet; North 59°42'25" East 54.60 feet; North 27°37'21" East 53.90 feet; South 73°55'11" East 57.95 feet; North 75°21'45" East 49.84 feet; South 45°32'35" East 42.93 feet; North 64°37'52" East 41.78 feet; North 40°07'13" East 61.07 feet; North 53°49'42" West 32.57 feet; North 64°20'58" East 55.18 feet; South 72°00'59" East 26.20 feet; North 39°14'49" East 53.34 feet; North 41°13'36" West 74.74 feet; North 24°37'57" East 90.62 feet; North 88°26'08" East 45.55 feet; North 41°55'25" East 109.73 feet; South 67°13'57" East 52.39 feet; North 58°47'14" East 40.25 feet; North 01°16'08" West 22.52 feet; South 74°22'31" East 34.13 feet; North 61°56'27" East 58.05 feet; North 44°31'02" East 38.00 feet; North 55°26'19" East 108.16 feet; North 80°42'45" East 58.80 feet; South 88°10'28" East 65.77 feet, thence North 85°05'54" East 964.50 feet to a point; thence North 82°52'57" East 789.47 feet to a point on the westerly right of way of U. S. Highway 129; thence along said westerly right of way South 05°11'07" East 1250.00 feet to the iron pin and POINT OF BEGINNING.

The above-described property is sold in one tract containing 89.54 acres, more or less, and is more particularly described as Lots 4, 5, 6, 7, 8 and 9 according to that certain plat for Cecil A. Blackstock by N. B. DeLoach, Georgia Registered Land Surveyor, dated October 19, 1994, recorded in Plat Slide 391, page 7A of the Hall County, Georgia Plat Records.

This property is sold subject to the restrictive covenant that no junkyards or mobile homes be placed on located on subject property.

TRACT TWO.

000327

All that tract or parcel of land lying and being in the Tadmire District, 268 GMD of Hall County, Georgia, lying on the westerly side of U. S. Highway 129 (Ga. Hwy. 11) and being more particularly described as Tracts 2 and 3 according to that certain survey entitled Plat for Cecil A Blackstock by Norman B. DeLoach, Georgia Registered Land Surveyor, dated October 19, 1994, and recorded in Plat Slide 391, page 7A of the Hall County, Georgia Plat Records. Said plat and the record thereof are incorporated herein by reference for a more complete description of said property.

This conveyance is made subject to any outstanding ad valorem taxes (including taxes which are a lien but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Deed to Secure Debt first set out above.

TO HAVE AND TO HOLD in fee simple.

IN WITNESS WHEREOF, the said JESUS BRITO, acting through his attorney in fact, BENJAMIN BLATT has hereunto set his hand and affixed his seal and delivered these presents the day and year first above written

Ben Blatt

(SEAL)

BENJAMIN BLATT

as attorney in fact for Jesus Brito

Signed, sealed and delivered
in the presence of

J. Randall Frost
Witness

Denise H. Erwin
Notary Public

My Commission Expires

