

3924 Old Austell Road

Deed Under Power of Sale

Jay C. Stephenson
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

(Above space provided for recording purposes.)

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14
PREPARED BY AND RETURN TO:
Richard B. Gossett
Baker, Donelson
633 Chestnut Street, Ste. 1800
Chattanooga, Tennessee 37450

14. DEED UNDER POWER OF SALE
(3924 Old Austell Road)

This Indenture is made and entered into as of the 5th day of June, 2007, by and between FIRST TENNESSEE BANK NATIONAL ASSOCIATION, d/b/a FIRST HORIZON NATIONAL BANK, successor to FIRST NATIONAL BANK WEST METRO, a national banking association ("Lender" and/or "Grantor"), as attorney-in-fact for CHRISTOPHER BROWN ("Borrower"), and FIRST TENNESSEE BANK NATIONAL ASSOCIATION ("Grantee").

WITNESSETH:

WHEREAS, on May 26, 2005, Borrower executed and delivered to Lender a Deed to Secure Debt (the "Security Deed") recorded in Book 14176, page 576 in the Office of the Clerk of the Superior Court of Cobb County, Georgia, conveying the hereinafter described property (the "Property") to secure a promissory note of the same date in the original principal amount of \$224,000.00 (the "Note"); and

WHEREAS, there is default in payment of the Note, and by reason of said default, Lender elected pursuant to the terms of the Security Deed and the Note and declared the entire principal and interest immediately due and payable; and

WHEREAS, the entire indebtedness still being in default, Lender on behalf of Borrower, and according to the terms of the Security Deed, did advertise once a week for four (4) weeks in the *Marietta Daily Journal* that the Property would be sold at public outcry at the courthouse door in Marietta, Cobb County, Georgia, on Tuesday June 5, 2007, said dates of publication being May 11, May 18, May 25, and June 1, 2007; and

WHEREAS, notice was given in compliance with O.C.G.A. §§ 44-14-162.2 and 44-14-162.4, and the notice so required was rendered by mailing a copy of the Notice of Sale submitted to the publisher to the "Debtor" (as that term is defined in O.C.G.A. §44-14-162.1); and

WHEREAS, Grantor, as attorney-in-fact for Borrower, did expose the Property for sale to the highest and best bidder for cash on the first Tuesday in June, 2007, to wit: June 5, 2007, after advertising and complying with applicable state law; and

WHEREAS the Property was sold to the Grantee, being the highest and best bidder for cash, at and for the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00).

NOW, THEREFORE, in consideration of the premises and said sum of money and by virtue of and in exercise of the power of sale contained in the Security Deed, the Grantor does hereby sell, transfer and convey unto Grantee, said party's representative, heirs, successors and assigns, the Property that is described upon Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all and singular the rights, members, and appurtenances thereto appertaining; also all the estate, right, title, interest, claim, or demand of Borrower, or said party's personal representatives, heirs, successors and assigns, legal, equitable or otherwise, whatsoever, in and to the same.

THIS CONVEYANCE IS SUBJECT TO all outstanding ad valorem taxes (including taxes that are a lien, but not yet due and payable), any matters that might be disclosed by an accurate survey and inspection of the Property, and any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed.

TO HAVE AND TO HOLD unto Grantee and said party's representatives, heirs, successors and assigns, to said party's own proper use and benefit in fee simple, in as full and ample a manner as Borrower did hold and enjoy the same.

IN WITNESS WHEREOF, Grantor, as agent and attorney in fact for Borrower, has hereunto caused its duly authorized officers to sign their names hereto for and on behalf of Grantor.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, d/b/a FIRST HORIZON BANK, Successor to FIRST NATIONAL BANK WEST METRO

By: [Signature]
Name: ZACHARY F. MARSH
Title: VICE PRESIDENT

By: [Signature] U.P.
Name: DAVID W. ELLIS
Title: VICE PRESIDENT

Signed, sealed and delivered in the presence of:

Barbara C. Bosher
Unofficial Witness

Rebecca Erickson
Notary Public
Commission Expires: 3/22/10

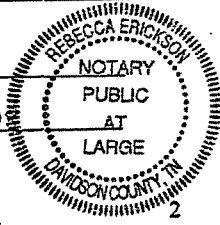


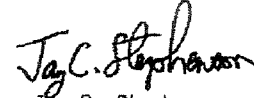
EXHIBIT "A"

All that tract or parcel of land lying and being in the Town of Powder Springs, Georgia, in Land Lot 904 in the 19th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows: BEGINNING at a point on the West side of the Powder Springs and Austell Road at the North line of the property now or formerly owned by J. W. Holbrooks; thence North on the West side of the said Powder Springs and Austell Road 200 feet; thence West 125 feet; thence South 67 feet; thence West 84 feet; thence South 58 feet; thence East 321 feet, more or less, to the POINT OF BEGINNING; bounded on the East by Austell and Powder Springs Road, on the North by property now or formerly owned by H. V. Reeves, on the West by property now or formerly owned by H. V. Reeves and by property now or formerly owned by W. W. Jennings, and on the South by property now or formerly owned by Bob Lindley and by property now or formerly owned by M.A.J. Landers and also by property now or formerly owned by J. W. Holbrooks. Said property being the same as that conveyed by Mrs. Willie McKenney to James F. Herren by deed dated February 14, 1953, and recorded in Book 250, page 571 in the Office of the Clerk of the Superior Court of Cobb County, Georgia.

City of Powder Springs
Lien Book 24, page 2181

EXECUTION

CITY OF POWDER SPRINGS
STATE OF GEORGIA



Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

-VERSUS-

CHRISTOPHER BROWN

TAX YEAR	PROPERTY DESCRIPITON	PARCEL NO.
2007	3924 OLD AUSTELL ROAD	19090400090

SPECIAL ASSESSMENT	PENALTY	COST THIS F.I.F.A.	INTEREST	TOTAL DUE
\$130.00	\$0	\$10.00	TBD	\$140.00

- Sec. 10-21: High Grass, weeds, rubbish
- Sec. 10-24: Outside storage of materials
- Sec. 10-25: Inoperable or unlicensed vehicle(s)
- UCD Sec. 6-6: Parking on untreated surface

To all singular sheriffs and constables of the state:

Greetings,

You are hereby commanded, that of the goods, chattels, lands and tenements of the stated taxpayer, you caused to be made levy and sale sufficient thereof to make the sum of the dollars and cents within shown, the amount of City Taxes and Special Assessments for the year, the further execution sum as stated for execution and a sufficient amount to cover interest on said principal taxes and special assessments at the rate of 1% per month from the due date of said bill, July 23, 2006, until settled, together with all costs that may hereinafter accrue; and have you the said sum money to be paid to me upon collection thereof, to be rendered to the city, the principal, penalties, interest and costs aforesaid: and have you then and there this writ.

THIS 26th DAY OF SEPTEMBER, 2007.

BY: *Pam Conner*
PAM CONNER
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF POWDER SPRINGS
P.O. BOX 46
POWDER SPRINGS, GEORGIA 30127

Tax Service Worksheet

Vick REAL ESTATE TAX SERVICE

P.O. Box 254
 Marietta, GA 30061
 (678) 859-1593
 Fax (770) 794-8514

L.L. 904 DIST. 19 LOT NO. _____ BLOCK NO. _____

City _____ County Cobb

Caption _____

Parcel 19-904-00-090

File 1500,290

CLIENT Specialized Title

CHAIN OF TITLE

First Tennessee Bank National Association
14508-2248

NO LIABILITY ACCEPTED FOR CONSERVATION CONTRACTS

YEAR	CITY TAXES		STATE AND COUNTY TAXES	
2001	Bill #	To Pay	Bill #	To Pay
2002	Bill #	To Pay	Bill #	To Pay
2003	Bill #	To Pay	Bill #	To Pay
2004	Bill #	To Pay	Bill #	To Pay
2005	Bill #	To Pay	Bill #	To Pay
2006	Bill #	To Pay	Bill #	To Pay
2007	Bill #	To Pay	Bill #	To Pay
	Exemption		Exemption	
	40% Assessment		40% Assessment	
	To Pay		To Pay	
	Date Paid		Date Paid	
	Amount Paid		Amount Paid	

*Power Springs
 City with city*

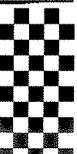
Cris Brown
 Bill # 19-904-9
 Exemption 0
 40% Assessment 71104
 To Pay 0
 Date Paid 6/6/08
 Amount Paid 2318.18

JUL 28 2008

DATE CHECKED _____

-OVER FOR ADDITIONAL INFORMATION-

Base-2044.28



Boundary Line Agreement
Book 5030, page 36

BOUNDARY LINE AGREEMENT

STATE OF GEORGIA
COUNTY OF PAULDING

The first undersigned party, CLAUDE K. RAINWATER, JR., is the owner of the following property, to-wit:

All that tract or parcel of land lying and being in the 19th District and 2d Section of Cobb County, Georgia and being a part of Land Lot 904 more particularly described as follows:

BEGINNING at the intersection of the South right-of-way of U.S. Highway 278 with the Southwest right-of-way of Old Austell Rd., said intersection being located South 00° 26' 42" East 7.04 feet; thence North 89° 53' 30" west 207.13 feet from a right-of-way monument on U.S. Highway 278; thence running South 38° 02' 04" East along Old Austell Rd. a distance of 204.00 feet to an iron pin; thence running South 82° 12' 54" west a distance of 110.06 feet to an iron pin; thence running South 03° 55' 10" East a distance of 66.75 feet to an iron pin; thence running North 79° 37' 50" West a distance of 103.14 feet to an iron pin; thence running North 02° 29' 50" west a distance of 224.00 feet to a note in concrete on the South right-of-way of U.S. Highway 278; thence running South 89° 53' 30" East along said right-of-way a distance of 90.00 feet to the point of BEGINNING.

Said parcel is intended to be in accordance with a plat of survey for C. K. Rainwater by Etowah Engineering & Surveying dated April 25, 1988, revised July 26, 1988.

The second undersigned parties, JAMES E. HERREN and SARA ALLGOOD HERREN, are the owners of property adjoining the South line of said property, and the parties hereto desire to enter into an agreement definitely locating the dividing line between their respective properties.

THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid by the first undersigned party to the second parties, it is agreed that the West and South of the property hereinabove described shall constitute the dividing line between the properties of the parties, and each party quitclaims to the other such areas respectively adjoining said line as are required to establish the same as a boundary.

WITNESS our hands and seals this 27th day of July, 1988.

Claude K. Rainwater, Jr.
WITNESS _____ CLAUDE K. RAINWATER, JR. (SEAL)

James E. Herren
NOTARY PUBLIC _____ N.P. SEAL
WITNESS _____ JAMES E. HERREN (SEAL)

Sara Allgood Herren
NOTARY PUBLIC _____ N.P. SEAL
WITNESS _____ SARA ALLGOOD HERREN (SEAL)

NOTARY PUBLIC
APRIL L. BARBER
Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 1, 1991

COPIES COUNTY, GA
83 AUG - 8 PM 4: 34
C. C. [Signature]
CLERK