

Return To:

Prommis Solutions, LLC
1544 Old Alabama Road
Roswell, GA 30076

CROSS INDEX TO DEED
BOOK 31282, PAGE 438,
FULTON COUNTY,
GEORGIA RECORDS

STATE OF
COUNTY OF

DEED UNDER POWER

THIS INDENTURE, made this 5th day of January, 2010, by Reuben R. McDaniel III (hereinafter collectively referred to as "Borrower"), acting through this duly appointed attorney in fact, Southtrust Mortgage Corporation (hereinafter referred to as "Lender"), as Party of the First Part, and Southtrust Mortgage Corporation, as Party of the Second Part:

WITNESSETH:

WHEREAS, Borrower executed and delivered that certain Security Deed given by Reuben R. McDaniel III to Southtrust Mortgage Corporation, dated November 13, 2001, recorded in Deed Book 31282, Page 438, Fulton County, Georgia Records, as last transferred to Southtrust Mortgage Corporation by assignment, recorded in Deed Book 48720, Page 612, Fulton County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SEVEN HUNDRED FIFTEEN THOUSAND AND 0/100 DOLLARS (\$715,000.00);

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

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McCalla Raymer, LLC
53585409-FT12/car
01/05/10

WHEREAS, said entire indebtedness still being in default, Lender on behalf of Borrower, and according to the terms of said Security Deed, did advertise said property for sale once a week for 4 weeks immediately preceding said sale in a newspaper in Fulton County, Georgia, wherein the Sheriff carried his advertisements, namely the Fulton County Daily Report; and

WHEREAS, notice was given in compliance with Georgia Laws 1981, Volume I, Page 834, codified as 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 publisher to the "Debtor" (as that term is defined in O.C.G.A. Section 44-14-162.1) at least thirty days prior to the foreclosure sale date on January 5, 2010; and

WHEREAS, Lender did expose said property for sale to the highest bidder for cash on the first Tuesday in January, 2010 within the legal hours of sale at the usual place for conducting Sheriff's sales in Fulton County before the Courthouse door, and offered said property for sale at public outcry to the highest bidder for cash when and where the aforesaid Party of the Second Part bid FIVE HUNDRED FIFTY THOUSAND AND 0/100 DOLLARS (\$550,000.00); AND

WHEREAS, the said property was knocked off to the Party of the Second Part for the aforementioned sum of money in cash.

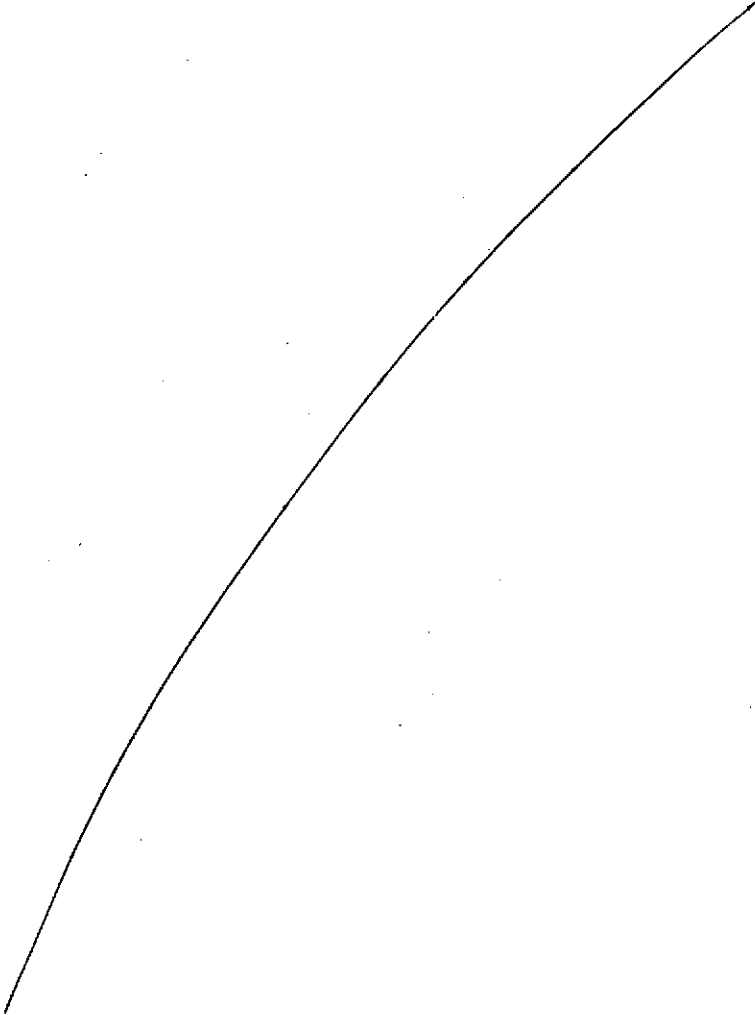
NOW THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the Security Deed, the Party of the First Part has bargained, sold, granted and conveyed, and by these presents does hereby bargain, sell, grant and convey to the Party of the Second Part, said party's representatives, heirs, successors and assigns, the following described property:

All that certain tract or parcel of land lying in Land Lots 182 and 197 of the 17th District of Fulton County, Georgia, being Unit Nos. 319, 320 and 321 (collectively the "Unit") of the West Paces Condominium (the "Declaration") dated January 29, 1999, recorded in Deed Book 26103, Page 169, Fulton County, Georgia records, together with any undivided interest in the common elements and facilities described in the declaration to be an appurtenance to the unit.

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

THIS CONVEYANCE IS 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 Security Deed.

TO HAVE AND TO HOLD the said property and every part thereof unto the said Party of the Second Part, and said party's representatives, heirs, successors and assigns, to said Party's own proper use, benefit and behoof in FEE SIMPLE, in as full and ample a manner as the said Party of the First Part or said Party's representatives, heirs, successors and assigns, did hold and enjoy the same.



IN WITNESS WHEREOF, Lender as Agent and Attorney in Fact for Borrower has hereunto affixed Lender's hand and seal as of the day and year first above written.

Southtrust Mortgage Corporation
as Attorney in Fact for

Reuben R. McDaniel III

By: Elizabeth Mathis

Elizabeth Mathis, Asst. Vice President

By: Karan Abernethy

Karan Abernethy, Vice President

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

Sheila Willoughby
Sheila Willoughby

Carolyn M. Evans
Notary Public

My Commission Expires:

(Notary Seal)

