

Tax Parcel Nos. 052301053 and 052301054

*Return after recording to:*  
Thomas E. Austin, Jr., Esq.  
2625 Piedmont Road, N.E.  
Suite 56-330  
Atlanta, Georgia 30324-3086

**DEED UNDER POWER**

STATE OF GEORGIA  
FAYETTE COUNTY

THIS INDENTURE, made this 6<sup>th</sup> day of June, 2023, by Memories for a Lifetime, LLC, acting by and through its duly appointed agent and attorney-in-fact, Heritage Southeast Bank, as party of the first part (hereinafter referred to as “Grantor”), and The First Bank, as party of the second part;

WITNESSETH:

WHEREAS, Grantor executed and delivered to Heritage Southeast Bank a Deed to Secure Debt and Security Agreement dated June 2, 2021, filed for record in Deed Book 5303, Page 65, in the Office of the Clerk of the Superior Court of Fayette County, Georgia (the “Security Deed”), conveying the after-described property to secure the payment of a U.S. Small Business Administration Note dated June 2, 2021 in the original principal amount of \$1,283,000.00 (hereinafter referred to as the “Note”), as more fully described therein; and

WHEREAS, default in the payment of the monthly installments under said Note occurred, and whereas by reason of said default, Heritage Southeast Bank elected, pursuant to

the terms of said Security Deed and Note, to declare the entire principal and interest immediately due and payable; and

WHEREAS, said entire indebtedness still being in default, Heritage Southeast Bank, on behalf of said GRANTOR, and according to the terms of said Security Deed, did advertise said property for sale for four (4) consecutive weeks in the legal newspaper of said county wherein the Sheriff carries advertisements, namely the *Fayette County News*, said dates of publication being May 10, 2023, May 17, 2023, May 24, 2023, and May 31, 2023; and

WHEREAS, pursuant to said advertisements, on the first Tuesday in June, 2023 (June 6, 2023), within the legal hours of sale at the usual place for conducting Sheriff's sales before the door of the Superior Court of Fayette County, Georgia, The First Bank made the highest and best bid and said land was therefore knocked off to The First Bank for a bid of One Million Forty Thousand and 00/100s Dollars (\$1,040,000.00);

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 aforesaid Security Deed, the GRANTOR has bargained, sold, granted, and conveyed, and by these presents does hereby bargain, sell, grant, and convey to The First Bank, its successors, and assigns, the following:

*As to Property 1:*

*All that tract or parcel of land lying and being in Land Lot 122 and 123 of the 5<sup>th</sup> District of Fayette County, Georgia, and in the City of Fayetteville, being on the West side of North Jeff Davis Drive, formerly Railroad Street, and fronting on North Jeff Davis Drive and being more particularly described as follows:*

*Beginning at an iron stob on the line between John Walker and J. H. Owens, running thence South along the West side of North Jeff Davis Drive 160 feet more or less to the property line of Mrs. Lester C. Dickson; running thence West along the property line of Mrs. Lester C. Dickson 358 feet more or less to an iron stob; running thence North 160 feet more or less to the line between John Walker and J. H. Owens; running thence East along the property of John Walker 358 feet more or less to the Point of Beginning and bounded now or formerly on the East by North Jeff Davis Drive, on the North by John Walker, on the South by Mrs. Lester C. Dickson, and on the West by Harry Redwine, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.*

**AND**

*As to Property 2:*

*All that tract or parcel of land lying and being in Land Lot 122 and 123 of the 5<sup>th</sup> District (496 G.M.) of Fayette County, Georgia, and being more particularly described as follows:*



***Beginning at an iron pin set on the West side of Jeff Davis Drive 487.5 feet Southerly, as measured along the West side of said drive from the Southwest corner formed by the intersection of the West side of Jeff Davis Drive with the South side of Georgia Avenue, said Point of Beginning also being located at the Southwest corner formed by the intersection of the West side of Jeff Davis Drive with the South side of Carver Street, said street shown on the hereinafter mentioned plat as a 20 ft. Alley; running thence in a Southerly direction, along the West side of Jeff Davis Drive, 112.5 feet to an iron pin; running thence in a Westerly direction along a line forming an interior angle of 86 degrees 13 minutes with the West side of Jeff Davis Drive, 356 feet to an iron fence corner post; running thence North along the fence line 113 feet to the South side of the above-mentioned Carver Street as marked by an iron fence corner post; running thence East, along the South side of Carver Street, 348.2 feet to the West side of Jeff Davis Drive at the Point of Beginning, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.***

***Being improved property as shown on a plat of survey dated August, 1961, prepared by Mcnamee, Steed, Hyde and Associates, Inc. Registered Surveyors, as the property of Mrs. Thelma Boynton recorded in Plat Book 7, Page 40, Fayette County Records.***

This property is sold subject to any right of the United States of America to redeem said property within one hundred twenty (120) days of the above-referenced foreclosure sale date to pay Federal Tax Lien(s). While no Federal Tax Liens were ascertained, the Internal Revenue Service was informed of the foreclosure sale as a precautionary measure through a Notice which was served via Fed Ex on May 8, 2023.

Together with all and singular the rights, members and appurtenances thereto appertaining; also, all of the estate, right, title, interest, claim or demand of the said GRANTOR, its heirs, successors and assigns, legal, equitable, or otherwise whatsoever, in and to the same.


This property is conveyed subject to: (1) any outstanding ad valorem taxes, assessments, and any unpaid utility bills which may constitute a lien against the property; and (2) any security deeds, liens, and encumbrances existing when the above-described Security Deed was filed for record.


TO HAVE AND TO HOLD the said premises and every part thereof unto The First Bank, its successors and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in and full and ample a manner as the said GRANTOR, its heirs, successors, and assigns, did hold and enjoy the same.

The notice of foreclosure sale as required by Georgia law in the form of a copy of the Notice of Sale Under Power submitted to the legal newspaper was provided to the debtor by certified mail, return receipt requested, at least 30 days prior to the foreclosure sale date.

IN WITNESS WHEREOF, Heritage Southeast Bank, as Agent and Attorney in Fact for GRANTOR, has hereunto affixed its hand and seal, the day and year first above written.

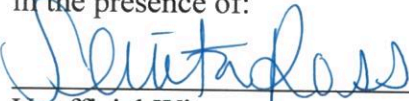
MEMORIES FOR A LIFETIME, LLC, by and through its Agent and Attorney-in-Fact, HERITAGE SOUTHEAST BANK

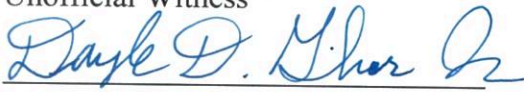
By:   
Name: ALEXANDER M. MOHR  
Title: ASSISTANT VICE PRESIDENT

Attest:   
Name: Steve Parker  
Title: Assistant Vice President

[BANK SEAL]

Signed, Sealed and Delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

My Commission Expires: 01/22/2024  
[Notary Seal]

