

1544

JASPER COUNTY, GEORGIA
Real Estate Transfer Tax
PAID \$ None
DATE 7-16-15
Jac S. Jordan
DAN JORDAN, CLERK SUPERIOR COURT
079-2015-000505

Filed and recorded July 16, 2015
at 11:00 A.M. in Deed Book 889 p 216-220
Jac S. Jordan
Superior Court, Jasper County, GA
Dan Jordan, Clerk

After recording, return to:
Walter E. Jones, Esq.
Balch and Bingham, LLP
30 Ivan Allen Jr. Blvd., NW
Suite 700
Atlanta, Georgia 30308-3036

Clerk: Please cross-reference to
Deed Book 667, Page 33
Jasper County, Georgia records

STATE OF GEORGIA
COUNTY OF JASPER

DEED UNDER POWER OF SALE

THIS INDENTURE, made as of the 7th day of July, 2015, by **LONNIE FLOWERS** (hereinafter referred to as "**Borrower**"), acting through CRIMSON PORTFOLIO BETA, LLC (hereinafter referred to as "**Crimson Portfolio**"), duly appointed agent and attorney-in-fact for Borrower, as party of the first part, and **CRIMSON CREST CIRCLE HOLDINGS, LLC**, as party of the second part, having an address of c/o Sabal Financial Group, L.P., 4675 MacArthur Court, Suite 1550, Newport Beach, California 92660.

WITNESSETH:

WHEREAS, Borrower executed and delivered to Bank of North Georgia a certain Security Deed and Agreement dated February 20, 2008, recorded in Deed Book 667, page 33, Jasper County, Georgia Records, as subsequently assigned to Crimson Portfolio, LLC by Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Bank of North Georgia, as successor in interest to First Nation Bank, as assigned to Crimson Portfolio, LLC by that certain Assignment of Security Instrument and Assignment of Assignment of Leases and Rents dated December 10, 2012 and recorded in Deed Book 816, page 210, aforesaid records, and as further assigned to Crimson Portfolio Alpha, LLC by that certain Assignment of Security Deed and Agreement dated August 12, 2013 and recorded in Deed Book 834, Page 44, aforesaid records, and as further assigned to Crimson Portfolio Beta, LLC by that certain Assignment of Security Deed and Agreement dated April 30, 2014 and recorded in Deed Book 853, page 247, aforesaid records (as modified and/or amended from time to time, collectively the "Security Deed"), said Security Deed being given to secure the payment of a Promissory Note dated February 20, 2008 from Grantor to Bank of North Georgia in the original principal amount of \$61,200.00 (as modified, amended, restated, or replaced from time to time, including without limitation by that certain Universal Note from

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Grantor to the order of Bank of North Georgia DIV Synovus Bank dated February 7, 2012 in the original principal amount of \$60,035.76, collectively the "Note"), and other indebtedness; and

WHEREAS, default under the Note occurred and by reason of such default Crimson Portfolio elected, pursuant to the terms of the Security Deed and Note, to declare the entire principal and interest immediately due and payable; and

WHEREAS, said entire indebtedness still being in default, Crimson Portfolio, on behalf of Borrower, and according to the terms of the Security Deed, did advertise the Property (defined below) for sale once per week for four weeks in a newspaper in Jasper County, Georgia, wherein the Sheriff carries his advertisement, namely the *Monticello News*, said dates of publication being the 11th, 18th, 25th of June 2015, and the 2nd of July 2015; and

WHEREAS, said entire indebtedness still being in default, Crimson Portfolio, as attorney-in-fact for Borrower, did expose said property for sale at public outcry to the highest bidder for cash on the first Tuesday in July 2015, within the legal hours of sale at the usual place for conducting Sheriff's sales in Jasper County before the Courthouse door at Monticello, Georgia, in said county, at which Crimson Portfolio was the highest and best bidder at and for the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) cash for said Property, and said property was then and there knocked off and sold for said sum.

NOW, THEREFORE, for and in consideration of the foregoing premises and said sums 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, its successors, representatives, heirs and assigns the following property described in said Security Deed (the "Property"), to wit:

All that tract or parcel of land lying and being in Land Lot 121, 18th District, 29th Militia District, Jasper County, Georgia, being Parcel 4, containing 4.44 acres per survey prepared for W. Norris Bryans, dated February 13, 2002, prepared by Steve Coleman & Associates, Inc. and recorded in Plat Book 9, Page 807, Jasper County, Georgia records. Said plat is incorporated herein and by reference made a part hereof.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and other improvements now or hereafter located thereon or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all rents, issues, income, revenues and profits accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and

interest therein, or in any part or parcel; (vii) all equipment, machinery, apparatus, fittings, fixtures, whether actually or constructively attached thereto and including all trade, domestic and ornamental fixtures, furniture, furnishings, and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

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

Notice of the foreclosure sale, containing a copy of the Notice of Sale Under Power submitted to the publisher and providing Borrower the name, address, and telephone number of the individual or entity with the authority to negotiate, amend, or modify all terms of the Security Deed, was provided to Borrower no less than thirty (30) days prior to the date of the foreclosure sale in accordance with the notice requirements of O.C.G.A. § 44-14-162.2.

IN WITNESS WHEREOF, CRIMSON PORTFOLIO BETA, LLC, as Agent and Attorney-in-Fact for Borrower, has hereunto affixed its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:



Unofficial Witness


Unofficial Witness

GRANTOR:

CRIMSON PORTFOLIO BETA, LLC, a Delaware limited liability company

By: Sabal Financial Group, L.P.
Its: Manager

By:  [SEAL]
Name: Kevin R. McKenzie
Title: Authorized Signatory

As Attorney in Fact for Lonnie Flowers

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On July 9, 2015, before me, Jennifer L. Webb, Notary Public, personally appeared Kevin R. McKenzie, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer L. Webb (SEAL)
Signature of Notary Public



Information required by O.C.G.A. § 44-14-14 is set forth below.

- (1) The property (the "Property") described in the Deed Under Power is located in Land Lot 121, 18th District, 29th Militia District, being Parcel 4, containing 4.44 acres, Jasper County, Georgia
- (2) The Property is currently owned by Crimson Crest Circle Holdings, LLC.
- (3) Crimson Crest Circle Holdings, LLC's agent for purposes of notices relating to vacant or foreclosed property registration ordinances is Richard Marshall (the "Agent").

The Agent's street and mailing addresses are:

Crimson Crest Circle Holdings, LLC
c/o Sabal Financial Group, L.P.
4675 MacArthur Court
Suite 1500
Newport Beach, California 92660

The Agent's telephone number is (949) 517-0894.

The Agent's email address is richard.marshall@sabalfin.com.

- (4) The Property's tax parcel number is 014C 079.