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Suite 100  
Marietta, Ga 30064

STATE OF GEORGIA  
COUNTY OF PAULDING

Please Cross Reference to:  
Deed Book 3844, Page 3  
Paulding County, Georgia Records

### **DEED UNDER POWER OF SALE**

THIS INDENTURE, made as of the 6th day of April, 2021, by **KENNETH M. HARDY**, a resident of the State of Georgia (hereinafter referred to as "Borrower"), acting by and through **WILLIAM R. COBB**, a resident of the State of Georgia (hereinafter referred to as "Lender"), the duly appointed agent and attorney-in-fact of Borrower, as party of the first part, and **WILLIAM R. COBB**, as party of the second part (hereinafter referred to as "Buyer").

#### **WITNESSETH:**

WHEREAS, Borrower made and delivered to Lender that certain Promissory Note from Borrower to Lender, dated March 7, 2018, in the original principal amount of One Hundred Six Thousand Six Hundred Seventy and 50/100 Dollars (\$106,670.50), with principal, attorneys' fees and other costs of collection payable as set forth therein (hereinafter referred to as the "Note"); and,

WHEREAS, as security for the indebtedness evidenced by the Note, Borrower executed and delivered to Lender that certain Deed to Secure Debt dated March 7, 2018, and recorded on March 19, 2018, in the Office of the Clerk of the Superior Court of Paulding County, Georgia, in Deed Book 3844, Page 3 (hereinafter referred to as the "Security Deed"), which Security Deed conveyed the property herein described as security for the Note; and,

WHEREAS, the Security Deed contained a power of sale authorizing the sale of the property conveyed by the Security Deed in the event the indebtedness secured thereby was not paid when due or upon other specified defaults and constituted Lender as attorney-in-fact of Borrower to make said sale and deliver a conveyance of said property to the purchaser; and,

WHEREAS, a default occurred, and by reason of said default Lender elected, pursuant to the terms of the Note and Security Deed, to declare the entire principal and interest immediately due and payable; and,

WHEREAS, Lender as attorney-in-fact of Borrower and according to the terms of the Security Deeds, did give notice of default to the Borrower and upon the Borrower's failure to cure said default in accordance with law and the provisions contained in the Security Deed did advertise said property for sale once a week for four (4) weeks in the newspaper in Paulding County, Georgia, wherein the Sheriff carries his advertisements, namely the Dallas New Era, said dates of publication being March 12, 19 and 26 and April 2, 2021; and,

WHEREAS, notice was provided to Borrower in the manner and to the extent required by law; and,

WHEREAS, Lender, as attorney-in-fact of Borrower, did expose said property for sale to the highest bidder for cash on the first Tuesday in April, 2021, within the legal hours of sale at the usual place for conducting Sheriff's sales in Paulding County, Georgia, and offered said property for sale at public outcry to the highest bidder for cash, when and where Buyer bid ONE HUNDRED FORTY-FIVE THOUSAND AND NINE AND 00/100 DOLLARS (\$145,009.00); and,

WHEREAS, the said property was knocked off to Buyer for the aforesaid sum;

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 Deeds, Borrower, acting by and through Lender as attorney-in-fact, has bargained, sold, granted and conveyed, and by these presents does hereby bargain, sell, grant and convey to Buyer, Seller's one half interest in that certain tract or parcel of real property which is more particularly described as follows:

All that tract or parcel of land lying and being in the 2nd District, 3rd Section, Paulding County, Georgia and being a part of original Land Lots 372 and 421, more particularly described as follows: BEGINNING at an iron pin placed at the intersection of the West line of Land Lot 372 with the South right-of-way of Silver Comet Trail (a 150 foot right-of-way); Thence running South 64° 16' 44" East along said right-of-way a distance of 254.27 feet; thence running Southeasterly along said right-of-way an arc distance of 439.55 feet, said arc being subtended by a chord line of south 72° 05' 21" East a distance of 438.09 feet to an iron pin found; thence running south 02° 39' 27" West a distance of 1,309.94 feet to an iron pin found; thence running North 87° 34' 25" West a distance of 650.59 feet to an iron pin found, thence running North 02° 25' 54" East a distance of 1,527.44 feet to the POINT OF BEGINNING. Said tract contains approximately 21.002 acres in accordance with a plat of survey prepared for K-Go, Inc. by Cecil R. Kelly, Registered Land Surveyor #2066, dated September 4, 2003. Said plat is incorporated herein by reference.


TOGETHER WITH ALL AND SINGULAR the rights, members and appurtenances thereto appertaining; also, all of the estate, right, title, interest, claim or demand of Borrower, legal, equitable or otherwise whatsoever, in and to the same.

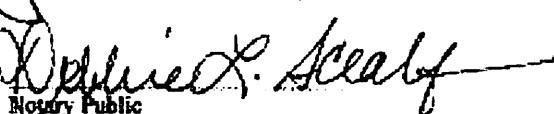
TO HAVE AND TO HOLD the said tract of land and every part thereof unto the Buyer, to its own proper use, benefit and behoof in fee simple in as full and ample a manner as the said Borrowers did hold and enjoy same.

THIS CONVEYANCE IS SUBJECT TO any and all outstanding ad valorem taxes (including taxes which are a lien, whether or not now due or payable), any matters which 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 first set out above.


Borrower, by and through Lender as attorney-in-fact of Borrower has signed, sealed and delivered this deed this day and year first above written

Signed, sealed and delivered  
In the presence of:

  
Witness

  
Notary Public

DEBBIE L. SCALF  
NOTARY PUBLIC  
COBB COUNTY  
State of Georgia  
My Commission Expires April 17, 2026

By   
Name: William R. Cobb  
Title: Attorney in Fact for  
Kenneth M. Hardy