Deed Book 47963 Pg 382
Filed and Recorded May-20-2009 11:36aa 2009-0133483
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

After recording, return to: Campbell & Brannon, LLC I Michael Campbell Suite 800 990 Hammond Drive Atlanta, GA 30328

## DEED UNDER POWER

This Indenture, made as of the 7th day of April, 2009, by Diagnostic Imaging Properties, LLC, hereinafter referred to as "Maker", through Maker's duly appointed agent and Attorney-in-Fact, Griffon Capital, LLC, hereinafter referred to as "Party of the First Part", and Griffon Capital, LLC, hereinafter referred to as "Party of the Second Part",

## WITNESSETH:

Whereas, said Maker executed and delivered to Integrity Bank, a certain Security Deed, hereinafter referred to as the "Security Deed", dated 06/16/2005, recorded in Deed Book 40360, beginning at page 326, Fulton County, Georgia Deed Records, conveying the property described in Exhibit "A" to secure payment of a promissory note of even date therewith, and

Whereas, said Security Deed was Subsequently transferred and assigned to Party of the First Part, and

Whereas, the indebtedness secured by said Security Deed became in default, and

Whereas, by reason of said default, Party of the First Part, pursuant to the terms of said Security Deed and note declared the entire secured indebtedness due and payable, and

Whereas, the entire secured indebtedness being in default, Party of the First Part on behalf of said Maker as Maker's Attorney-in-Fact, and according to the terms of said Security Deed and the laws of the State of Georgia, did legally and properly advertise said property for sale once a week for four (4) consecutive weeks immediately preceding the said foreclosure sale in the official newspaper in which the Sheriff of said county publishes legal advertisement, and

Whereas, notice of said sale was provided pursuant to Official Code of Georgia Annotated Section 44-14-162 2, and

Whereas, said Party of the First Part as Attorney-in-Fact pursuant to the powers contained in said Security Deed and the laws of the State of Georgia did expose said land for sale to the highest and best bidder for cash on the first Tuesday in April, 2009, within the legal hours of sale at the usual place of conducting Sheriff's sales in said county, before the courthouse doors of said county, and offered said property for sale at public outcry to the highest bidder for cash, when and where the said Party of the Second Part bid the sum of \$1,952,472,61, which was the highest and best bid, and

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Whereas, said land was sold to said Party of the Second Part for the above-stated price,

Now, Therefore, in consideration of said above-stated price and by virtue of and in the exercise of the power of sale contained in the aforesaid Security Deed, the Party of the First Part as Attorney-in-Fact for said Maker has bargained, sold and conveyed and by these presents does hereby bargain, sell and convey unto the Party of the Second Part and said Party's heirs, successors, representatives and assigns the property set forth in the attached Exhibit "A", which exhibit is made a part hereof by reference, together with all the rights, members and appurtenances thereto

To Have and To Hold the said premises and every part hereof unto the said Party of the Second Part and said Party's heirs, executors, successors and assigns in as full and ample a manner as the said Maker and said Maker's heirs, successors, and assigns did enjoy and hold the same

This conveyance is made subject to the following insofar as they affect title to said property, to-wit: All restrictive covenants, easements, and rights of way; all matters of zoning; matters which would be disclosed by an accurate survey and inspection of the property; all outstanding and/or unpaid taxes; all outstanding or unpaid bills, charges, expenses and assessments for street improvements, curbing, garbage, water, sewage, and public utilities

In Witness Whereof, the said Party of the First Part, as Agent and Attorney-in-Fact for said Maker, has hereunto affixed its hand and seal, the day and year first above written

Signed, scaled and delivered

in the presence of:

Griffon Capital, LLC

eremiah A. Henderson, III

Title: Managing Member

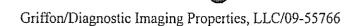
Witness (My Notary Commission

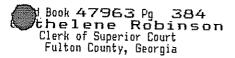
Expires:

(Place Notary Seal Here)

TAMARA D. RAY MY COMMISSION # DD 884449 EXPIRES: May 5, 2013

Bonded Thru Budget Notary Services





## EXHIBIT "A"

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 Number 300 (the "Unit) of The Palisades at West Paces Condominium, according to a certain Declaration of Condominium for The Palisades at West Paces Condominium (the "Declaration") dated November 9, 2000, recorded in Deed Book 29679, Page 578, Fulton County, Georgia Records, as variously amended, including without limitation that certain Fourth Amendment to Declaration of Condominium or Palisades at West Paces Condominium dated June 15, 2005, recorded in Deed Book 40213, Page 383, aforesaid records; together with any undivided interest in the common elements and facilities described in the Declaration to be appurtenances to the Unit

3200 Downwood Circle U-300 Atlanta, GA 30327