# **Towns County Herald**

## Legal Notices for June 10, 2015

## NOTICE TO DEBTORS & CREDITORS All creditors of the Estate of Alton Ellis Gribble,

An creation so the estate of Alton Ellis Gribole, of Towns County, Georgia, deceased, are here-by notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 19th day of May, 2015 Bruce L. Ferfuson, Attorney for Michael Keith Gribble, Executor of the Estate of Alton Ellis Gribble PO Box 524 Hiawassee, GA 30546 706-896-9699 T(May27, Jun3, 10, 17)B

NOTICE TO DEBTORS & CREDITORS All creditors of the Estate of David Lee Wal-droup, of Towns County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to persons indebted to said estate are required to make immediate payment to the undersigned. This the 19th day of May, 2015 Bruce L. Ferfuson, Attorney for Judith Hunter Waldroup, Administrator of the Estate of David Lee Waldroup PO Box 524 Hiawassee, GA 30546 706-896-9699

STATE OF GEORGIA **COUNTY OF TOWNS** 

NOTICE

T(May27, Jun3, 10, 17)B

Notice is hereby given that the business oper-ated at 117 Happy Valley Road, Hiawassee, GA 30546, in the trade name of H.O.U.R. Ministry, is whed and carried on by Roger Allen Lampart, Minister, whose address is 1316 Taylor Road, Hiawassee, Georgia 39546, and the statement relating thereto required by Official Code of Georgia 10-1-490 has been filed with the Clerk of Superior Court of Course Courth, Georgia of Superior Court of Towns County ,Georgia. Roger A. Lampert, Minister, 1316 Taylor Road, Hiawassee, GA 30546

#### NOTICE OF SALE UNDER POWER STATE OF GEORGIA **COUNTY OF TOWNS**

COUNTY OF TOWNS Because of a default in the payment of the indebtedness secured by a Security Deed ex-ecuted by Angela Trout to United Community Bank dated April 4, 2008, and recorded in Deed Book 431, Page 541, Deed Book 475, Page 675, and Deed Book 499, Page 290, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to SRP 2014-2 Funding Trust by Assignment, se-curing a Note in the original principal amount of \$67,918.28, the holder thereof pursuant to said Deed and Note thereby secured has de-clared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, July 7, 2015, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest

County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit: Deed, to-wit: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land lot 206 of Towns County, Georgia, containing 0.445 acre, more or less, and being more particularly described as Tract Two (2) on a plat of survey by Northstar Land Surveying Co. for Angela Trout, Tonia Weaver and Jeff Campbell, dated 5/19/04 and recorded in Plat Book 38 page 83 Towns County records, which description on

5/19/04 and recorded in Plat Book 38 page 83 Towns County records, which description on said plat is hereby incorporated by reference and made a part hereof. Grantor grants to grantee a non-exclusive easement for ingress and egress to the above property over and across the right of way of Plottown Road, as shown on said plat. This property being the same property which made up a part of the "Residual Estate" in the Last Will and Testament of Knox C. Campbell, Jr., dated 3/7/95, and being the same property conveyed by a previous Quit-claim Deed dated 10/4/04 and recorded in Deed Book 426 pages 701-702 Towns County records. 701-702 Towns County records.

701-702 IOWNS COUNTY FEOROS. Said property is known as 2906 Plottown Road, Young Harris, GA 30582, together with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold subject to any out-the distribution of underset force (factuation to con-tionalism).

standing ad valorem taxes (including taxes stanting ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any tax-ing authority, any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, en-cumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

covenants, and matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to the payment of said indebtedness and all ex-penses of said sale as provided in said Deed, and the balance, if any, will be distributed as remained the low.

and the balance, if any, will be distributed as provided by law. The sale will be conducted subject (1) to con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the secured creditor.

The property is or may be in the posses-sion of Angela Trout, successor in interest or

tenant(s). SRP 2014-2 Funding Trust as Attorney-in-Fact for Angela Trout File no. 15-051361

SHAPIRO, SWERTFEGER & HASTY, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/CH

#### NOTICE OF SALE UNDER POWER,

TOWNS COUNTY Pursuant to the Power of Sale contained in a Security Ded given by Carl Bradley and Caro-lyn E Bradley to United Community Mortgage Services, Inc. dated 6/10/2004 and recorded in Deed Book 306 Page 373, Towns County, Geor-gia records; as last transferred to or acquired by Green Tree Servicing LLC, conveying the after-described property to secure a Note in the original principal amount of \$ 162,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public out-cry to the highest bidder for cash before the Courthouse door of Towns County, Georgia (or outh other case or designated by Under of the Such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on July 7, 2015 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

Off a feedbal shady, in a subject of the following described property: All that tract or parcel of land lying and being in Land Lot 141, 18th District, 1st Section, Towns County, Georgia, containing 1.040 acres, and being Lot Four (4) of Eagle Cove Subdivision, Phase 1 as shown on a plat of survey by Tamrok Associates, Inc., dated September 9, 1997, recorded in Plat Book 23, page 137 Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyd subject to the Restrictions of record as recorded in Deed Book 166 page 673-675 Towns County records subject to the Restrictions that are shown on the above reference plat of survey. records and subject to the Hestrictions that are shown on the above referenced plat of survey. The grantor conveys to grantee a perpetual easement of ingress and egress across Lot Three (3) as shown on the above plat of survey along the gravel drive to Lot Four (4) as shown on said plat.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and to pay the interfectives as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-temetric for a fastion of intert is realled the torney's fees (notice of intent to collect attor-

torney's fees (notice of intent to collect attor-ney's fees having been given). Said property is commonly known as 788 Fox Road, Hiawassee, GA 30546 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the under-signed, the party (or parties) in possession of the subject property is (are): Carolyn E Bradley or tenant or tenants. Green Tree Servicing LLC is the entity or indi-vidual designated, who shall have full author-ity to negotiate, amend and modify all terms of the mortoage.

the mortgage. Green Tree Servicing LLC

Loss Mitigation 7360 S. Kyrene Road Tempe, AZ 85283 1-800-643-0202

1-800-643-0202 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that consti-tute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of re-demption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and mat-ters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) con-The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confir-mation and audit of the status of the loan with the holder of the Security Deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other fore-closure documents may not be provided until final confirmation and audit of the status of the

Ioan as provided immediately above. Green Tree Servicing LLC as agent and Attorney In Fact for Carl Bradley and Carolyn B Bradley Aldridge Pite, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400, 1317-1817A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.

ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1317-1817A

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed ex-ecuted by Mary Twiggs Wright to Mortgage Electronic Registration Systems, Inc. as nomi-nee for Primary Capital Advisors LC it's sucnee for Primary capital Advisors LD it's suc-cessors and assigns dated December 9, 2003, and recorded in Deed Book 291, Page 619, and Deed Book 295, Page 797, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to THE BANK OF NEW YORK MELLON, AS TRUSTEE FOR STRUCTURED ADJUSTABLE RATE MORT-CACE I OAN TRUCT MEDIA DO GAGE LOAN TRUST MORTGAGE PASS-THROUGH GAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 by Assign-ment, securing a Note in the original principal amount of \$120,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, July 7, 2015, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the bishest bidde for aceh the premerty described highest bidder for cash, the property described

ingines tolder for cash, the property described in said Deed, to-wit: All that tract or parcel of land lying and being in Land Lot 138, 17th District, 1ST Section, Towns County, Georgia, containing 1.124 acres, more or less, and being Lot Thirteen (13) of Morgan More Control to the section of the section Creek Subdivision Phase 1, as shown on a plat of survey done by Tamrok Associates, Inc. dated 2/3/98, recorded in Plat Book 24, Page 297, Towns County, Georgia records, which de-scription on said plat is incorporated herein by reference and made a part hereof. Subject to all matters as shown on the above-

referenced plat of survey. Subject to the restrictions of record, recorded

in Deed Book 200, Page 645-647, Towns Coun-

ty, Georgia records. Subject to a utility easement to Blue Ridge Mountain EMC as recorded at Deed Book 166, Page 536, Towns County, Georgia records. Said property is known as 6704 Morgan Ct, Young Harris, GA 30582, together with all fix-tures and personal property attached to and constituting a part of said property, if any.

Constituting a part of sale property, if any. Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any tax-ing authority, any matters which might be dis-closed by an accurate survey and inspection closed by an accurate survey and inspection of the property, any assessments, liens, en-cumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to the payment of said indebtedness and all ex-

penses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.

The sale will be conducted subject (1) to con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.

with the secured creditor. The property is or may be in the possession of Mary Twiggs Wright, *a/k/a* Mary Beth Wright *a/k/a* Elizabeth Wright *a/k/a* Beth Wright *a/k/a* Mary Elizabeth Wright *a/k/a* Mary Wright *a/k/a* Mary T. Wright and Chatuge Properties, LLC, successor in interest or tenant(s). THE BANK OF NEW YORK MELLON, AS TRUSTEE FOR CONJUNCT AD WICTADLE, DATE, MORT FOR STRUCTURED ADJUSTABLE RATE MORT-GAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 as Attorney-in-Fact for Mary Twiggs Wright File no. 15-050476

SHAPIRO, SWERTFEGER & HASTY, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/SJ www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 06/10, 06/17, 06/24, 07/01, 2015

[FC-NOS] un10,17,24,31)B

#### STATE OF GEORGIA

### COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from CHATUGE PROPERTIES, L.L.C. to UNITED COMMUNITY BANK, dated December 6, 2006, recorded De-cember 8, 2006, in Deed Book 391, Page 571, Towns County, Georgia records, as last modi-fied by Modification of Security Deed dated November 14, 2013, recorded in Deed Book 545, Page 694, Towns County, Georgia re-cords; also that certain Assignment of Rents dated November 14, 2013, recorded in Deed Book 545, Page 697, Towns County, Georgia records, said Security Deed being given to se-cure a Note from CHATUGE PROPERTIES, L.L.C. dated August 30, 2012, in the original principal amount of Sixty Six Thousand Nine Hundred Fourteen and 43/100 (\$66,914.43) Dollars; also given to secure a Note dated August 30, 2012, in the original principal amount of Thirty Two Thousand and 00/100 (\$32,000.00) Dollars, as modified, with interest from date at a rate per Thousand and 00/100 (\$32,000.00) Dollars, as modified, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in July, 2015, the following de-scribed property:

scribed property: All that tract or All that tract or parcel of land lying and be-ing in Land Lot 35, 18th District, 1st Section of NOTICE OF SALE UNDER POWER IN SECURITY DEED **STATE OF GEORGIA** 

COUNTY OF TOWNS

Under and by virtue of the power of sale con-tained in that certain Real Estate Deed to Se-cure Debt from Bill C. Allen and Brian Hogsed (collectively, the "Grantor") in favor of Bank of Hiawassee, dated November 15, 2006 and of Hiawassee, dated November 15, 2006 and recorded in Deed Book 389, page 397 in the offices of the Clerk of the Superior Court of Towns County, Georgia, as subsequently as-signed to CADC/RADC Venture 2011-1, LLC by the Federal Deposit Insurance Corporation as receiver for Bank of Hiawassee by that certain receiver for Bank of Hiawassee by that certain Assignment of Real Estate Deed to Secure Debt to be recorded in aforesaid records, (as modified and/or amended from time to time, the "Security Deed"), the undersigned will sell at public outcry before the door of the Court-house of Towns County, Georgia during the legal hours of sale on the first Tuesday in July 2015 to the highest and best bidder for cash the following described property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 1, DISTRICT 18, LAND LOTS 131 & 132, TOWNS COUNTY, GEORGIA, BE-ING LOT 133. CONTAINING 1.206 ACRES, MORE

LOTS 131 & 132, TOWNS COUNTY, GEORGIA, BE-ING LOT 13, CONTAINING 1.206 ACRES, MORE OR LESS, LOT 14, CONTAINING 1.318 ACRES, MORE OR LESS AND LOT 15, CONTAINING 1.83 ACRES, MORE OR LESS, OF BEAR TRAIL SUB-DIVISION, PHASE II, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 20, 2005, LAST REVISED JUNE 16, 2005, AND RECORDED IN PLAT BOOK 35, PAGES 31 & 32, TOWNS COUNTY, GEORGIA RE-CORDS, SAID PLAT BEING INCORPORATE BY REFERENCE HEREIN. PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO NON-EXCLUSIVE PERPETUAL

SUBJECT TO NON-EXCLUSIVE PERPETUAL EASEMENTS ALONG THE SUBDIVISION ROADS AS SHOWN ON THE AFOREMENTIONED PLAT OF SURVEY, AND AS SHOWN ON A PLAT OF SURVEY OF BEAR TRAIL SUBDIVISION PHASE I AS RE-CORDED IN PLAT BOOK 32, PAGE 3 & 4, TOWNS COUNTY CEDECIA DECORDED

CORDED IN PLAT BOOK 32, PAGE 3 & 4, TOWNS COUNTY GEORGIA RECORDS. SUBJECT TO RESTRICTIONS AND COVENANTS FOR BEAR TRAIL SUBDIVISION AS RECORDED IN DEED BOOK 293, PAGES 21-24, TOWNS COUNTY, GEORGIA RECORDS, AND AS SUPPLE-MENTED IN DEED BOOK 341, PAGE 735 & 736, TOWNS COUNTY GEORGIA RECORDS, AND AMENDED IN DEED BOOK 377, PAGES 785-786, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO THAT CERTAIN WATER AGREEMENT BETWEEN BRIAN HOGSED AND BIL ALLEN AND APPALACHIAN WATER, INC., AS RECORDED IN DEED BOOK 292, PAGE 463-465, AND AS RE-RECORDED IN DEED BOOK 293, PAGES 18-

IN DEED BOOK 292, PAGE 463-463, AND AS RE-RECORDED IN DEED BOOK 293, PAGES 18-20 TOWNS COUNTY, GEORGIA RECORDS, AS AMENDED IN DEED BOOK 341 PAGE 737 & 738, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO EASEMENT IN FAVOR OF BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED DOOR 673 DATES COUNTY, GEORGIA

RIDGE MOUNTAIN ENCLAS RECORDED IN DEED BOOK 273, PAGE 610, TOWNS COUNTY, GEOR-GIA RECORDS. Together with all rights, easements, appurte-nances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or rights, crops, unline, an uversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above described above. TO HAVE AND TO HOLD all the aforesaid prop-

erty, property rights, contract rights, equip-ment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

in FEE SIMPLE. The debt secured by the Security Deed is evi-denced by a Promissory Note dated October 30, 2008 from Upper Hightower Ventures, LLC to Bank of Hiawassee, as assigned to CADC/ RADC Venture 2011-1, LLC, in the original prin-cipal amount of \$1,195,380.91 (as modified, amended, restated, or replaced from time to time, the "Note"), plus interest from date on the unpaid balance until paid, and other in-debtedness. CADC/RADC Venture 2011-1, LLC is the present owner and holder of the Note by is the present owner and holder of the Note by virtue of the assignment referenced above.

Virtue of the assignment referenced above. Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Seevidenced by the Note and secured by the Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the indebted-ness evidenced by the Note has been acceler-ated and the Security Deed has been declared foreelosable according to the terms

ated and the Security Deed has been declared foreclosable according to its terms. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorneys' fees, notice of intent to collect attorneys' fees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Rev-enue Service, if any, any matters which might be disclosed by an accurate survey and in-spection of the property, and any assessments. be disclosed by an accurate survey and in-spection of the property, and any assessments, liens, encumbrances, zoning ordinances, re-strictions, covenants, and matters of record superior to the Security Deed. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final audit and confirmation of the status of the loan and collateral with the of the Security Deed.

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA

**COUNTY OF TOWNS** Under and by virtue of the power of sale con-tained in that certain Real Estate Deed to Se-cure Debt from Upper Hightower Ventures LLC ("Grantor") in favor of Bank of Hiavassee, dat-ed November 15, 2006 and recorded in Deed Book 389, page 389 in the offices of the Clerk of the Superior Court of Towns County, Geor-gia, as subsequently assigned to CADC/RADC Venture 2011-1, LLC by the Federal Deposit Insurance Corporation as receiver for Bank of Hiawassee by that certain Assignment of Real Estate Deed to Secure Debt to be recorded in aforesaid records (as modified and/or amend-ed from time to time, the "Security Deed"), the undersigned will sell at public outcry before the door of the Courthouse of Towns County, Geornia during the lengt hours of sale on the Georgia during the legal hours of sale on the first Tuesday in July 2015 to the highest and best bidder for cash the following described property, to wit: TRACT 1: ALL THAT TRACT OR PARCEL OF LAND LY-

ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 166, DISTRICT 18, SECTION 1 OF TOWNS COUNTY, GEORGIA, CONTAINING 12.007 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY PREPARED BY TONY G. KIRBY, RLS DATED 2/8/2006 AND RECORDED IN PLAT BOOK 36 PAGE 24, TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REF-FERNCE AND MADE A PART HEREOFE

SAID PLAT IS INCORPORATED HERRIN BY REP-ERENCE AND MADE A PART HEREOF. PROPERTY IS CONVEYED SUBJECT TO THE FORTY-FOOT (40') POWER EASEMENT, EASE-MENT FOR G. HOOPER ROAD, AND ALL OTHER MATTERS AS SHOWN ON THE ABOVE REFER-ENCED PLAT.

TRACT 2 ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 166, DISTRICT 18, SECTION 1 OF TOWNS COUNTY, GEORGIA, CONTAINING 1.00 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY ENTITLED "SUR-VEY FOR HARMON E. PRICE", DATED AUGUST 3, 1994 BY JON G. STUBBLEFIELD, TAMROK ASSOCIATES, INC., AND RECORDED IN PLAT BOOK 20 PAGE 28, TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCOR-DODATED MEDENIN DY DEFERENCE AND MADE PORATED HEREIN BY REFERENCE AND MADE A PART HEREOF

GRANTOR HEREIN CONVEYS A THIRTY (30) FOOT EASEMENT FOR INGRESS AND EGRESS RUNNING EASTERLY FROM COUNTY ROAD NO. 104 ALONG THE EXISTING TWELVE (12) FOOT GRADED ROAD TO SUBJECT PROPERTY DESCRIBED HEREINABOVE AS MORE FULLY

SHOWN ON SAID REFERENCED SURVEY. Together with all rights, easements, appurte-nances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or rights, crops, timber, an uversion payments of third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above. described above. TO HAVE AND TO HOLD all the aforesaid prop

TO HAVE AND TO HOLD all the aforesaid prop-erty, property rights, contract rights, equip-ment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

in FEE SIMPLE. The debt secured by the Security Deed is evi-denced by a Promissory Note dated October 30, 2008 from Upper Hightower Ventures, LLC to Bank of Hiawassee, as assigned to CADC/ RADC Venture 2011-1, LLC, in the original principal amount of \$1,195,380.91 (as modified, amended, restated, or replaced from time to time, the "Note"), plus interest from date on the unpaid balance until paid, and other in-debtedness. CADC/RADC Venture 2011-1, LLC is the present owner and holder of the Note by

Is the present owner and noticer of the work by virtue of the assignment referenced above. Default has occurred and continues under the terms of the Noter and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Se curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the indebted-ness evidenced by the Note has been acceler-ated and the Security Deed has been declared ferendeneble according to it in terms.

The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorneys' fees, notice of intent to collect attorneys' fees baying been given Sale property will be cold tees, houce of intent to contect automeys tees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Rev-enue Service, if any, any matters which might be disclosed by an accurate survey and in-spection of the property and any assessments be usatised by an accurate survey and in-spection of the property, and any assessments, liens, encumbrances, zoning ordinances, re-strictions, covenants, and matters of record superior to the Security Deed. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankrupt-up Code and (2) be first out of and confirmation

sale is not prohibited under the U.S. Bankrupt-cy Code and (2) to final audit and confirmation of the status of the loan and collateral with the holder of the Security Deed. To the best of the undersigned's knowledge and belief, the Premises are presently owned by Upper Hightower Ventures LLC. To the best by opper highlower ventures LLC. To the dest of the undersigned's knowledge and belief, the parties in possession of the Premises are Up-per Hightower Ventures LLC, and tenants hold-ing under Upper Hightower Ventures, LLC. CADC/RADC Venture 2011-1, LLC, as successor to Bank of Hiawassee, as Attorney-in-Fact for Upper Hightower Ventures LLC. Walter E. Jones, Esq. Balch and Bingham, LLP 30 Ivan Allen Jr. Blvd., NW Suite 700 Atlanta, Georgia 30308-3036 Atlanta, deurgia 30300-3030 (404) 962-3540 This Law Firm is attempting to collect a Debt, and any information obtained will be used for that purpose. T(Jun10,17,24,Jul1)B

NOTICE OF SALE UNDER POWER IN SECURITY DEED

STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the power of sale con-tained in that certain Real Estate Deed to Se-cure Debt from Upper Hightower Ventures, LLC, Bill C. Allen, and Brian Hogsed (collectively, the "Grantor") in favor of Bank of Hiawasee, dated October 30, 2008 and recorded in Deed Book 445, page 698 in the offices of the Clerk of the Superior Court of Towns County, Geo-gia, as subsequently assigned to CADC/RADC Venture 2011-1, LLC by the Federal Deposit venure 2011-1, LLC by the Federal Deposit Insurance Corporation as receiver for Bank of Hiawassee by that certain Assignment of Real Estate Deed to Secure Debt dated September 20, 2011 and recorded in Deed Book 506, Page 562, aforesaid records, (as modified and/or amended from time to time, the "Deed to Se-cure Debt"), the undersigned will sell at public outcry before the door of the Courtbause of outcry before the door of the Courthouse of Towns County, Georgia during the legal hours of sale on the first Tuesday in July 2015 to the highest and best bidder for cash the following described property (the "Premises"), to wit:

TRACT ONE: TRACT ONE: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 166, 18TH DISTRICT, IST SECTION, TOWNS COUNTY, GEORGIA, AND BEING LOT 1, CONTAINING 1.38 ACRES, MORE OR LESS; LOT 2, CONTAINING 1.26 ACRES, MORE OR LESS; LOT 2, CONTAINING 1.03 ACRES, MORE OR LESS; LOT 4, CONTAINING 1.12 ACRES, MORE OR LESS; LOT 5, CONTAIN-ING 1.00 ACRE, MORE OR LESS; LOT 5, CONTAIN-ING 1.00 ACRE, MORE OR LESS; LOT 6, CON-TAINING 1.05 ACRES, MORE OR LESS; LOT 9, CONTAINING 1.02 ACRES, MORE OR LESS; LOT 9, CONTAINING 1.03 ACRES, MORE OR LESS; LOT 11, CONTAINING 1.40 ACRES, MORE OR LESS OF RIVENDELL SUBDIVISION, PHASE II, AS SHOWN ON A PLAT OF SURVEY ENTITLED "RIV-ENDELL PHASE II" PREPARED BY LANDTECH SERVICES, INC., R.L.S. DATED 04/23/07, AND RECORDED IN PLAT BOOK 37, PAGES 77-78, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. ALL THAT TRACT OR PARCEL OF LAND LYING

HEREOF. Subject to the declaration of Cov-HEREUF. SUBJECT TO THE DECLARATION OF COV-ENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND FOR RIVENDELL SUBDIVISION, AS RECORDED IN DEED BOOK 375, PAGES 752-769 AND AS AMENDED IN DEED BOOK 412, PAGES 328-329, TOWNS COUNTY, GEORGIA RECORDS. ALSO CONVEYED HEREWITH IS A NON-EXCLU-SIVE PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS MORE FULLY DE-SCRIBED IN DEED BOOK 405, PAGES 41-42, TOWNS COUNTY GEORGIA RECORDS. SUBJECT TO EASEMENT AS RECORDED IN DEED BOOK 437, PAGE 236, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO THAT CERTAIN PARTIAL ABAN-DONMENT OF EASEMENT AS MORE FULLY DE-SCRIBED IN DEED BOOK 437, PAGE 238, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO THAT CERTAIN PARTIAL ABAN-DONMENT OF EASEMENT AS MORE FULLY DE-SCRIBED IN DEED BOOK 437, PAGE 238, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO THAT CERTAIN PARTIAL ABAN-DONMENT OF EASEMENT AS MORE FULLY DE-SCRIBED IN DEED BOOK 437, PAGE 238, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO THAT CERTAIN PARTIAL ABAN-DONMENT OF EASEMENT AS SHOWN ON THE

SUBJECT TO ALL MATTERS AS SHOWN ON THE Above Referenced plat of Survey. Tract Two: All That Tract or Parcel of Land Lying

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 1, DISTRICT 18, LAND LOTS 131 & 132, TOWNS COUNTY, GEORGIA, BE-ING LOT 13, CONTAINING 1.206 ACRES, MORE OR LESS; LOT 14, CONTAINING 1.318 ACRES, MORE OR LESS AND LOT 15, CONTAINING 1.33 ACRES, MORE OR LESS, OF BEAR TRAIL SUB-DIVISION, PHASE II, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC, DATED MAY 20, 2005, LAST REVISED JUNE 16, 2005, AND RECORDED IN PLAT BOOK 35, PAGES 31 & 32, TOWNS COUNTY, GEORGIA RE-CORDS, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN. PROPERTY IS CONVEYED TOGETHER WITH AND

REFERENCE HEREIN. PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO NON-EXCLUSIVE PERPETUAL EASEMENTS ALONG THE SUBDIVISION ROADS AS SHOWN ON THE AFOREMENTIONED PLAT OF SURVEY, AND AS SHOWN ON A PLAT OF SURVEY OF BEAR TRAIL SUBDIVISION PHASE I AS RE-CORDED IN DIAT BOOK 20, DACE 20, 4 TOWNEY CORDED IN PLAT BOOK 32, PAGE 3 & 4, TOWNS

CURIDED IN PLAT BOUK 32, PAGE 3 & 4, TUWNS COUNTY GEORGIA RECORDS. SUBJECT TO RESTRICTIONS AND COVENANTS FOR BEAR TRAIL SUBDIVISION AS RECORDED IN DEED BOOK 293, PAGES 21-24, TOWNS COUNTY, GEORGIA RECORDS, AND AS SUPPLE-MENTED IN DEED BOOK 341, PAGE 755 & 736, TOWNS COUNTY GEORGIA RECORDS, AND AMENDED IN DEED BOOK 377, PAGES 785-786, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO THAT CERTAIN WATER AGREEMENT BETWEEN BRIAN HOGSED AND BILL ALLEN AND ADDALACHUAN WATER NO. AS GEORDED IN

BETWEEN BRIAN HOGSED AND BILL ALLEN AND APPALACHIAN WATER, INC., AS RECORDED IN DEED BOOK 292, PAGE 463-465, AND AS RE-RECORDED IN DEED BOOK 293, PAGES 18-20 TOWNS COUNTY, GEORGIA RECORDS, AS AMENDED IN DEED BOOK 341 PAGE 737 & 738, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO EASEMENT IN FAVOR OF BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 273, PAGE 610, TOWNS COUNTY, GEOR-GIA RECORDS. TRACT THREE:

TRACT THREE TRACT THREE: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 1, DISTRICT 18, LAND LOTS 131 & 132, TOWNS COUNTY, GEORGIA, BEING LOT 2, CONTAINING 1.969 ACRES, MORE OR LESS, LOT 18, CONTAINING 1.618 ACRES, MORE OR LESS AND LOT 20, CONTAINING 1.645 ACRES, MORE OR LESS, OF BEAR TRAIL SUB-DIVISION DHASE II AS SHOWN ON A DIAT OF DIVISION, PHASE II, AS SHOWN ON A PLAT OF DIVISION, PHASE II, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 20, 2005, LAST REVISED JUNE 16, 2005, AND RECORDED IN PLAT BOOK 35, PAGES 31 & 32, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED

(770) 220-23-35/CH www.swerffeger.net \*THE LAW FIRM IS ACTING AS A DEBT COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 06/10, 06/17, 06/24, 07/01, 2015 [FC-NOS1 T(Jun10,17,24,Jul1)B

Ing in Land Lot 35, fait District, is Section of Towns County, Georgia, containing 0.50 acres, more or less as shown on a plat of survey by B. Gregory, County Surveyor, dated 7/29/77, recorded in Plat Book 5, Page 48, Towns County, Georgia records and more particularly described as follows: Beginning at an iron pin described as follows: Beginning at an iron pin on the east right of way of a paved road, said point being S 77 37 E 24 feet from the TVA marker; run thence S 77 37 E 93 feet to an iron pin; thence N 60 50 E 57.5 feet to an iron pin and the True Point of Beginning, run thence N 9 50 W 178 feet to an iron pin; thence N 77 E 128 feet to an iron pin; thence S 6 E 142.6 feet to an iron pin; thence S 60 50 W 128 feet to the true noint heninnin.

point beginning. The grants to grants to grantee a perpetual road easement for ingress and egress to the above described property on the 130 foot road ease-

described property on the 130 foot road ease-ment as shown on the above described plat. Subject to all matters and conditions as shown on the above referenced plat of survey. Included herewith is a 1987 Summit Mobile Home, VIN# #H45482GLR. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secuto pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, but not vet due and navable).

which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the prop-erty, any assessments, liens, easements, en-cumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Seavity Dood first eat and show

the Security Deed first set out above. To the best knowledge and belief of the under-signed, the party in possession of the property is CHATUGE PROPERTIES, L.L.C. or a tenant or

tenants. UNITED COMMUNITY BANK, as attorney in Fact for CHATUGE PROPERTIES, L.L.C.

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03729

To the best of the undersigned's knowledge and belief, the Premises are presently owned by Bill C. Allen and Brian Hogsed. To the best by Bill C. Allen and Brian Hogsed. To the best of the undersigned's knowledge and belief, the parties in possession of the Premises are Bill C. Allen and Brian Hogsed, and tenants holding under Bill C. Allen and Brian Hogsed. CADC/RADC Venture 2011-1, LLC, as assignee of the Federal Deposit Insurance Corporation as receiver for Bank of Hiawassee, as Attor-ney-in-Fact for Bill C. Allen and Brian Hogsed. Walter E. Jones, Esq. Balch and Bingham, LLP 30 Ivan Allen Jr. Blvd., NW Suite 700 Suite 700 Atlanta, Georgia 30308-3036

(404) 962-3540 This Law Firm is attempting to collect A Debt, and any information obtained will be used for that purpose. T(Jun10,17,24,Jul1)B

BY REFERENCE HEREIN.

RECORDS, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN. PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO NON-EXCLUSIVE PERPETUAL EASEMENT ALONG THE SUBDIVISION PADASE AS SHOWN ON THE AFOREMENTIONED PLAT OF SURVEY, AND AS SHOWN ON A PLAT OF SURVEY OF BEAR TRAIL SUBDIVISION PHASE I AS RECORDED IN PLAT BOOK 32, PAGES 3 & 4, TOWNS COUNTY GEORGIA RECORDS. SUBJECT TO RESTRICTIONS AND COVENANTS FOR BEAR TRAIL SUBDIVISION AS RECORDED IN DEED BOOK 293, PAGES 21-24, TOWNS COUNTY, GEORGIA RECORDS, AND AS SUPPLE-MENTED IN DEED BOOK 347, PAGES 785-786, TOWNS COUNTY GEORGIA RECORDS. SUBJECT TO THAT CERTAIN WATER AGREEMENT BETWEEN BRIAN HOGSED AND BILL ALLEN

SUBJECT TO THAT CERTAIN WATER AGREEMENT BETWEEN BRIAN HOGSED AND BILL ALLEN AND APPALACHIAN WATER, INC. AS RECORDED IN DEED BOOK 292, PAGE 463-465, AND AS RE-RECORDED IN DEED BOOK 293, PAGES 18-20 TOWNS COUNTY, GEORGIA RECORDS. AS AMENDED IN DEED BOOK 341, PAGE 737 & 738, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO EASEMENT IN FAVOR OF BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 273, PAGE 610, TOWNS COUNTY, GEOR-GIA RECORDS. Together with all rights, easements, appurte-

Together with all rights, easements, appurtengener wid an ingins, easements, appute-nances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and structures in the trans more east of and replacements that may now, or at any time in the future, be part of the real estate

TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, equip-ment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FFF SIMPLE

in FEE SIMPLE. The debt secured by the Security Deed is evidenced by a Promissory Note dated Oc-tober 30, 2008 from Grantor to Bank of Hia-wassee, as assigned to CADC/RADC Venture 2011-1, LLC, in the original principal amount of \$1,195,380.91 (as modified, amended, restated, or replaced from time to time, the "Note"), plus interest from date on the unpaid halance until naid and other indebtedness

"Note"), plus interest from date on the unpaid balance until paid, and other indebtedness. CADC/RADC Venture 2011-1, LLC is the pres-ent owner and holder of the Note by virtue of the assignment referenced above. Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the indebted-ness evidenced by the Note has been accelerness evidenced by the Note has been acceler-

ated and the Security Deet has been declared foreclosable according to its terms. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorneys' fore notice of introt it collect dtermend fore Security Deed and by law, including attorneys' fees, notice of intent to collect attorneys' fees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Revenue Service, if any, any matters which might be disclosed by an accurate survey and inspection of the property, and any as-sessments, liens, encumbrances, zoning or-dinances, restrictions, covenants, and matters of record superior to the Security Deed. The sale will be conducted subject (1) to confirma-

To the best of the undersigned's knowledge and belief, the Premises are presently owned by Upper Hightower Ventures, LLC, Bill C. Al-len, and Brian Hogsed. To the best of the un-dersigned's knowledge and belief, the par-ties in possession of the Premises are Upper Hightower Ventures, LLC, Bill C. Allen, and Brian Hogsed, and tenants holding under Up-per Hightower Ventures, LLC, Bill C. Allen, and Rrian Horsed

per nightower ventures, LLC, Bill C. Allen, and Brian Hogsed. CADC/RADC Venture 2011-1, LLC, as succes-sor to Bank of Hiawassee, as Attorney-in-Fact for Upper Hightower Ventures, LLC, Bill C. Al-

len, Brian Hogsed. Walter E. Jones, Esq. Balch and Bingham, LLP 30 Ivan Allen Jr. Blvd., NW

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Atlanta, Georgia 30308-3036 (404) 962-3540

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