

Towns County Herald

Legal Notices for June 17, 2015

NOTICE TO DEBTORS & CREDITORS
All creditors of the Estate of Alton Ellis Gribble, 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 make immediate payment to the undersigned.

This the 19th day of May, 2015
Bruce L. Furluson, Attorney for Michael Keith Gribble, Executor of the Estate of Alton Ellis Gribble
PO Box 524
Hiawassee, GA 30546
706-896-9699
(TJune27,Jun3,10,17)B

NOTICE TO DEBTORS & CREDITORS

All creditors of the Estate of David Lee Waldroup, 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 make immediate payment to the undersigned.

This the 19th day of May, 2015
Bruce L. Furluson, Attorney for Judith Hunter Waldroup, Administrator of the Estate of David Lee Waldroup
PO Box 524
Hiawassee, GA 30546
706-896-9699
(TJune27,Jun3,10,17)B

STATE OF GEORGIA

COUNTY OF TOWNS

NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF NORMAN JAMES GULLINO

All debtors and creditors of the estate of Norman James Gullino, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Executor.

This 10th day of June, 2015
Joseph Gullino, Executor
Address: 101 Birch Drive
Hiawassee, GA 30546
(TJune17,24,Jul1)B

STATE OF GEORGIA

COUNTY OF TOWNS

NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF CLAY LARRIMORE

All debtors and creditors of the estate of Clay Larrimore, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Executor.

This 10th day of June, 2015.
Deborah A. Larrimore, Executor
Address: P. O. Box 487
Young Harris, GA 30582
(TJune17,24,Jul1)B

IN THE PROBATE COURT

COUNTY OF TOWNS

STATE OF GEORGIA

IN RE: ESTATE OF WILLIAM S. HORTOS, DECEASED

ESTATE NO. 2014-28

PETITION FOR LETTERS OF ADMINISTRATION

NOTICE

TO: All known and unknown interested parties which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that constitute 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 redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 43-172-1, 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 foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

Green Tree Servicing LLC as agent and Attorney in Fact for Carl Bradley and Carolyn E. Bradley Aldridge Pite, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400, 1317-18174.

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1317-18174

(TJune17,24,Jul1)B

STATE OF GEORGIA

COUNTY OF TOWNS

NOTICE

Notice is hereby given that the business operated at 4659 Peachtree Road, Hiawassee, Georgia 30546, in the trade name of Phils Watches & Guns, is owned and carried on by Phillip N. Sanchez, whose address is PO Box 943, Hiawassee, Georgia 30546 and the statement relating thereto required by official code of Georgia 10-1-490 has been filed with the clerk of Superior Court of Towns County, Georgia.

(TJune17,24,Jul1)B

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA

COUNTY OF TOWNS

Because of a default in the payment of the indebtedness secured by a Security Deed executed 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 THE BANK OF NEW YORK MELLON, AS TRUSTEE FOR STRUCTURED ADJUSTABLE RATE MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 by Assignment, securing a Note in the original principal amount of \$67,918.28, 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 highest bidder for cash, the property described in said 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 and 2/2/05, and being the same property conveyed by a previous Deed-in-Lien Deed dated 10/4/04 and recorded in Deed Book 426 pages 701-702 Towns County records.

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 outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, 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 expenses 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 confirmation 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.

The property is or may be in the possession 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
www.swertfeger.net

*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 06/10, 06/17, 06/24, 07/01, 2015
[FC-NOS]
(TJune17,24,Jul1)B

THE BANK OF NEW YORK MELLON, AS TRUSTEE FOR STRUCTURED ADJUSTABLE RATE MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 as Attorney-in-Fact for Mary Twigg Wright
File no. 15-050476
SHAPIRO, SWERTFEGER & HASTY, LLP*
Attorneys and Counselors at Law
2872 Woodcock Blvd., Suite 100
Atlanta, GA 30341-3941
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[FC-NOS]
(TJune17,24,Jul1)B

NOTICE OF SALE UNDER POWER,

TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Carl Bradley and Carolyn E. Bradley to United Community Mortgage Services, Inc. dated 6/10/2004 and recorded in Deed Book 306 Page 373, Towns County, Georgia 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 outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia (or 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 Tuesday of the following day of said month), 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 Tamrock Associates, Inc., dated September 9, 1997, recorded in Plat Book 23, page 137 Towns County records with such description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the Restrictions of record as recorded in Deed Book 166 page 673-675 Towns County records and subject to the Restrictions 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 in the manner provided in the Note and Security 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 attorney's fees (notice of intent to collect attorney's fees having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 43-172-1, 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 foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

Green Tree Servicing LLC is the entity or individual designated, who shall have full authority to negotiate, amend and modify all terms of the mortgage.

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

Note, however, that such entity or individual is not required by law to negotiate, amend or modify all terms of the mortgage.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 43-172-1, 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 foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

Green Tree Servicing LLC as agent and Attorney in Fact for Carl Bradley and Carolyn E. Bradley Aldridge Pite, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400, 1317-18174.

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1317-18174

(TJune17,24,Jul1)B

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 executed by Mary Twigg Wright to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC it's successors 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 MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 by Assignment, 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 highest bidder 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 Creek Subdivision Phase 1, as shown on a plat of survey done by Tamrock Associates, Inc. dated 2/2/05 and recorded in Plat Book 24, Page 297, Towns County, Georgia records, which description 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 County, 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 fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, 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 expenses 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 confirmation 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.

The property is or may be in the possession of Mary Twigg 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 STRUCTURED ADJUSTABLE RATE MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 as Attorney-in-Fact for Mary Twigg Wright
File no. 15-050476
SHAPIRO, SWERTFEGER & HASTY, LLP*
Attorneys and Counselors at Law
2872 Woodcock Blvd., Suite 100
Atlanta, GA 30341-3941
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[FC-NOS]
(TJune17,24,Jul1)B

THE BANK OF NEW YORK MELLON, AS TRUSTEE FOR STRUCTURED ADJUSTABLE RATE MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 as Attorney-in-Fact for Mary Twigg Wright
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[FC-NOS]
(TJune17,24,Jul1)B

STATE OF GEORGIA

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 in Deed Book 8, 2006, in Deed Book 391, Page 571, Towns County, Georgia records, as last modified or amended by Security Deed recorded in Deed Book 545, Page 697, Towns County, Georgia records; 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 used to secure a Note from CHATUGE PROPERTIES, L.L.C. dated August 30, 2012, in the original principal amount of Sixty Six Thousand Nine Hundred Fifty and 43/100 (\$66,954.43) Dollars; and 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 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 described property:

All that tract or parcel of land lying and being in Land Lot 35, 18th District, 1st Section of Towns County, Georgia, containing 0.50 acre, 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 on the east right of way of a paved road, said pin being 77 feet from the T&A marker; run thence S 77 E 93 feet to an iron pin; thence N 60 S 50 E 57.5 feet to an iron pin and the True Point of Beginning, run thence N 9 S 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 S 50 W 128 feet to the true point beginning.

The grantor grants to grantee a perpetual road easement for ingress and egress to the above described property on the 130 foot road easement 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# 8H45482GLR.

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 Security 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 attorney's fees (notice of intent to collect attorney's fees having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 43-172-1, 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 foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

Green Tree Servicing LLC is the entity or individual designated, who shall have full authority to negotiate, amend and modify all terms of the mortgage.

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

Note, however, that such entity or individual is not required by law to negotiate, amend or modify all terms of the mortgage.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 43-172-1, 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 foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

Green Tree Servicing LLC as agent and Attorney in Fact for Carl Bradley and Carolyn E. Bradley Aldridge Pite, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400, 1317-18174.

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1317-18174

(TJune17,24,Jul1)B

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA

COUNTY OF TOWNS

Under and by virtue of the power of sale contained in that certain Real Estate Deed to Secure Debt from Bill C. Allen and Brian Hogsed (collectively, the "Grantor") in favor of Bank 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 assigned to CAD/C/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 amended from time to time, the "Security Deed"), the undersigned will sell at public 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, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 1, DISTRICT 18, LAND LOTS 131 & 132, TOWNS COUNTY, GEORGIA, BEING 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 SUBDIVISION, 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 BY REFERENCE HEREIN.

PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO NON-EXCLUSIVE PERPETUAL EASEMENTS ALONG THE SUBDIVISION ROADS AS SHOWN ON THE AFORESAID PLAT OF SURVEY AND AS SHOWN ON A PLAT OF SURVEY OF BEAR TRAIL SUBDIVISION PHASE I AS RECORDED 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 SUPPLEMENTED 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 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, GEORGIA RECORDS.

Together with all rights, easements, appurtenances, 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 replacements that may now, or at any time in the future, be part of the real estate described above.

TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, equipment 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.

The debt secured by the Security Deed is evidenced by a Promissory Note dated October 30, 2008 from Upper Hightower Ventures, LLC to Bank of Hiawassee, as assigned to CAD/C/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 indebtedness. CAD/C/RADC Venture 2011-1, LLC is the present 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 Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the indebtedness evidenced by the Note has been accelerated and the Security Deed has been declared forecloseable 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 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 assessments, liens, encumbrances, zoning ordinances, restrictions, 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 holder of the Security Deed.

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 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.

CAD/C/RADC Venture 2011-1, LLC, as assignee of the Federal Deposit Insurance Corporation as receiver for Bank of Hiawassee, Attorney-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
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.

(TJune17,24,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 contained in that certain Real Estate Deed to Secure Debt from Upper Hightower Ventures LLC ("Grantor") in favor of Bank of Hiawassee, dated November 15, 2006 and recorded in Deed Book 389, page 399 in the offices of the Clerk of the Superior Court of Towns County, Georgia, as subsequently assigned to CAD/C/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 amended from time to time, the "Security Deed"), the undersigned will sell at public 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, to wit:

TRACT 1:
ALL THAT TRACT OR PARCEL OF LAND LYING 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 2/8/2008 AND RECORDED IN PLAT BOOK 36 PAGE 24, TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

PROPERTY IS CONVEYED SUBJECT TO THE FORTY-FOOT (40') POWER EASEMENT, EASEMENT FOR G. HOOPER ROAD, AND ALL OTHER MATTERS AS SHOWN ON THE ABOVE REFERENCED PLAT.

TRACT 2:
ALL THAT TRACT OR PARCEL OF LAND LYING AND