

Towns County Herald

Legal Notices for June 24, 2015

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE TO DEBTORS AND CREDITORS
RE: ESTATE OF NORMAN JAMES GULINO
All debtors and creditors of the estate of Norman James Gulino, 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 Gulino, Executor
Hiawassee, GA 30546
TJJun17,24,Jul1,8,15B

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
TJJun17,24,Jul1,8,15B

IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF WILLIAM S. HORTOS, DECEASED
ESTATE NO. 2015-26
NOTICE FOR LETTERS OF ADMINISTRATION
NOTICE
TO: All known and unknown interested parties Terry W. Cover has petitioned to be appointed Administrator of the estate of William S. Hortos deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. §53-12-261. All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before July 13, 2015. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount filing fees. If no objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
David Rogers
Judge of the Probate Court
By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546
706-896-3467
Telephone Number
TJJun17,24,Jul1,8,15B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE
Notice is hereby given that the business operated at 4656 Stetson Road, Hiawassee, Georgia 30546, in the trade name of Phits 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.
TJJun17,24,Jul1,8,15B

NOTICE OF INCORPORATION
Notice is hereby given that articles of incorporation that will incorporate Langman 9 Lives Senior Center, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Business Nonprofit Corporation Code. The initial registered office of the corporation is located at 732 Tay Walk, Hiawassee, Georgia 30546 and its initial registered agent at such address is Janis Salem.
TJJun24,Jul1

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Marcia Ann B. Berry
All creditors of the Estate of Marcia Ann B. Berry, 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 15th day of June, 2015
Don Berry,
Personal Representative
212 River Street,
Hiawassee, GA 30546
706-896-3584
TJJun24,Jul1,8,15B

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Clarence Ernest Adams, Jr.
All creditors of the Estate of Clarence Ernest Adams, Jr., 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 18th day of June, 2015
Harrlette E. Adams,
Personal Representative
10127 SW 61ST Ave.,
Gainesville, FL 32608-8505
352-262-9189
TJJun24,Jul1,8,15B

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of John F. Papazian
All creditors of the Estate of John F. Papazian, 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 18th day of June, 2015
Donna Papazian,
Personal Representative
773 Beach Cove Drive,
Hiawassee, GA 30546
706-896-9318
TJJun24,Jul1,8,15B

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Gail T. Nichols
All creditors of the Estate of Gail T. Nichols, 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 19th day of June, 2015
Thomas Nichols,
Personal Representative
1672 Moore Road,
Young Harris, GA 30582
828-361-1898
TJJun24,Jul1,8,15B

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
15 JT 234
NORTH CAROLINA
GUILFORD COUNTY
NOTICE OF SERVICE OF PROCESS BY PUBLICATION
In Re: White, A Minor Child.
TO: The father of a male child born on March 1, 2015, in Greensboro, North Carolina, respondent.
PLEASE TAKE NOTICE that a petition seeking termination of your parental rights and obligations to the above-named child conceived on or about June 6, 2014, in Young Harris, Georgia, and born to Mercedes Luina Messer on March 1, 2015, in Greensboro, Guilford County, North Carolina, has been filed against a party in officum pending this notice.
You are required to file written answer to the petition within forty (40) days of June 24, 2015, exclusive of that date. Upon failure to do so, your parental rights, if any, will be terminated at a hearing in Juvenile Court, Guilford County Courthouse, Greensboro, North Carolina, immediately following said 40-day answer period or as soon thereafter as the matter can be heard. You are entitled to attend this hearing. You are entitled to be represented by counsel, court-appointed if you are indigent, provided you request counsel at or prior to said hearing. This is a new case. Any attorney appointed previously to represent you will not represent you in this proceeding unless ordered to do so by the Court. You may call the Assistant Clerk of Court, Juvenile Division, in Guilford County at (336) 412-7555 for further information.
The date, time and place of hearing of the petition will be mailed to you following said 40-day answer period or on your filing of an answer, if your whereabouts are then known.
Michele G. Smith
Attorney for Petitioner
The Children's Home Society of North Carolina, Inc.
Post Office Box 989
Greensboro, North Carolina 27402
Telephone: (336) 379-1390
TJJun10,17,24,Jul1,8

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 SRP 2014-2 Funding Trust by Assignment, securing a Note in the original principal amount of \$67,918.28, the holder thereof pursuant to said Security 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, Debrah A. Larrimore and Jeff Campbell, dated 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.
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 agent(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.swertfegeer.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]
TJJun10,17,24,Jul1,8,15B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Mary Twigg 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 Chutge 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. 15-050473
SHAPIRO, SWERTFEGER & HASTY, LLP[®]
Attorneys and Counselors at Law
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(770) 220-2535/SJ
www.swertfegeer.net
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06/17/17, 06/24, 07/01, 2015
[FC-NOS]
TJJun10,17,24,Jul1,8,15B

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 December 8, 2006, in Deed Book 391, Page 571, Towns County, Georgia records, as last modified by Modification of Security Deed dated November 14, 2013, recorded in Deed Book 545, Page 694, 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 given 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 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 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 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 conveyed subject to the Restrictions of record as recorded in Deed Book 168 page 673-675 Towns County records and subject to the Restriction 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 the nonpayment of 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 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 undersigned, 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 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 the terms of the loan.
Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes 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 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 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. 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
TJJun10,17,24,Jul1,8,15B

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, 7th District, 1ST Section, Towns County, Georgia, containing 1.24 acres, more or less, and being Lot Thirteen (13) of Morgan 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 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, or tenant(s), 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 Chutge 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. 15-050473
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06/17, 06/24, 07/01, 2015
[FC-NOS]
TJJun10,17,24,Jul1,8,15B

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 December 8, 2006, in Deed Book 391, Page 571, Towns County, Georgia records, as last modified by Modification of Security Deed dated November 14, 2013, recorded in Deed Book 545, Page 694, 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 given 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 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 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 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 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 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 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 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.
To the best knowledge and belief of the undersigned, 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. 74844-03729
TJJun10,17,24,Jul1,8,15B

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 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 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 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 1.33 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 AFOREMENTIONED PLAT OF SURVEY, AND AS SHOWN ON A PLAT OF SURVEY FOR 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, PAGES 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 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 indebtedness. CADC/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 attorney's 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 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 Upper Hightower Ventures LLC. 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 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.
TJJun10,17,24,Jul1,8,15B

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 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 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 2/8/2006 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 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 "SURVEY 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 INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.
GRANTOR HEREIN CONVEYS A THIRTY (30) FOOT EASEMENT FOR INGRESS AND EGRESS RUNNING EASTERLY FROM COUNTRY ROAD NO. 104 ALONG THE EXISTING TWELVE (12) FOOT GRADED ROAD TO SUBJECT PROPERTY DESCRIBED HEREIN ABOVE AS MORE FULLY SHOWN ON SAID REFERENCED SURVEY.
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 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 indebtedness. CADC/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 attorney's 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 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 Upper Hightower Ventures LLC. To the best of the undersigned's knowledge and belief, the parties in possession of the Premises are Upper Hightower Ventures LLC, and tenants holding 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
(404) 962-3540
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TJJun10,17,24,Jul1,8,15B

NOTICE OF SALE UNDER POWER
IN SECURITY DEED
STATE OF GEORGIA
COUNTY OF TOWNS
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