Towns County Herald

Legal Notices for July 1, 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 Nor-man 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 sons indepled to said estate are required make immediate payment to the Executor. This 10th day of June, 2015 Joseph Gulino, Executor Address: 101 Birch Drive Hiawassee, GA 30546 T(Jun17,24,Jul1,8)B

STATE OF GEORGIA

T(Jun17.24.Jul1.8)B

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 neuronative the Eventues Indebied to said estate are required immediate payment to the Executor. This 10th day of June, 2015. Deborah A. Larrimore, Executor Address: P. O. Box 487 Young Harris, GA 30582

IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA IN RE: ESTATE OF WILLIAM S. HORTOS, DECEASED ESTATE NO. 2015-26 PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: All known and unknown interested parties Terry W. Covert has petitioned to be appointed Administrator of the estate of William S. Hortos 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 and ming lees 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 of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the activitient mey be created without o filed, the petition may be granted without a bearing.

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 Address 706-896-3467 Telephone Number

T(Jun17,24,Jul1,8)B

STATE OF GEORGIA COUNTY OF TOWNS

Notice is hereby given that the business oper-ated at 4656 Stetson Road, Hiawassee, Georated at 4000 Stetson hoad, hiawassee, deor-gia 30546, in the trade name of Phillis Watches & Guns, is owned and carried on by Phillip N. Sanchez, whose address is PO Box 943, Hia-wassee, Georgia 30546 and the statement relating thereto required by official code of Georgia 10-1-490 has been filed with the clerk of Suparior Court of Dware Courth Constrict of Superior Court of TOwns County, Georgia. T(Jun17.24.Jul1.8)

NOTICE OF INCORPORATION Notice is given that articles of incorporation that will incorporate Langman 9 Lives Senior Center, Inc. have been delivered to the Secre-tary 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 Way, Hiawassee, Georgia 30546 and its initial registered agent at whe defines in Locate Colore at such address is Janis Salem

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 accurate to the undersized make immediate payment to the undersigned. This the 15th day of June, 2015

This the form day of June Don Berry, Personal Representative 22 River Street, Hiawassee, GA 30546 706-896-3584 T(Jun24,Jul1,8,15)B

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, de-ceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are routied to marke immediate neuroset to the

STATE OF GEORGIA COUNTY OF TOWNS NOTICE

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 owned and carried on by Roger Allen Lampert, Minister, whose address is 1316 Taylor Road, Minwestre, Cearriel 00546, and the technomet Hiawassee, Georgia 39546, and the statemen Hawassee, Georgia 39346, 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. Roger A. Lampert, Minister, 1316 Taylor Road, Hiawassee, GA 30546 T(Jul1.8)

IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA

M.G. DOB:09-06-2006

SEX: MALE SEX: MALE CHILD UNDER THE AGE OF EIGHTEEN Case no. 139-15J-24 Notice of termination of parental rights

HEARING TO: GERALD SANTOS, PUTATIVE FATHER OF THE ABOVE-NAMED CHILD OR ANY OTHER POSSIBLE BIOLOGICAL FATHER OF THE ABOVE-NAMED CHILD

By Order for Service by Publication dated the day of June, 2015, you are hereby no-tified that on the 16th day of June, 2015, the Towns Courty Department of Family and Chi-dren Services, Georgia Department of Human Services, filed a Petition for Termination of Parental Rights against you as to the above-named child, and this Court found it to be in the child's best interest that the Petition be filed.

filed. Georgia law provides that you can perma-nently lose your rights as a parent. A Petition to Terminate Parental Rights has been filed re-questing the Court to terminate your parental rights to your child. A copy of the Petition to Terminate Parental Rights is attached to this Notice. A provisional court hearing of your case has been scheduled for the 12th day of August, 2015 at 9:00 a.m. in the Towns County Courthouse, Hiawassee, Georgia. A final court hearing of your case has been scheduled for the 9th day of September, 2015 at 9:00 a.m. the 9th day of September, 2015 at 9:00 a.m. in the Towns County Courthouse, Hiawassee, Georgia. If you fail to appear, the Court can ter-

minate your rights in your absence. If the Court at the trial finds that the facts set out in the Petition to Terminate Parental Rights are true and that termination of your rights will serve the best interests of your child, the Court can enter a judgment ending your rights

to your child. If the judgment terminates your parental in the judghenic terminates your patential rights, you will no longer have any rights to your child. This means that you will not have the right to visit, contact, or have custody of your child or make any decisions affecting your child or your child's earnings or property. Your child will be legally freed to be adopted by someone else by someone else.

Even if your parental rights are terminated: 1) You will still be responsible for providing financial support (child support payments) for your child's care unless and until your child is

adopted; and 2) Your child can still inherit from you unless

2) Your child can still infert from you unless and until your child is adopted. This is a very serious matter. You should con-tact an attorney immediately so that you can be prepared for the court hearing. You have the right to hire an attorney and to have him or her represent you. If you cannot afford to hire an attorney, the Court will appoint an attorney if the Court find that you are an indigent person. Whether or not you decide to hire an attorney, you have the right to attend the hearing of your case, to call witnesses on your behalf, and to question those witnesses brought against

you. If you have any questions concerning this no-tice, you may call the telephone number of the clerk's office. WITNESS, the Honorable Gerald Bruce, Judge of said Court, this the _____ day of _______,2015. Honorable Gerald Bruce Judge_. Judge. Judge.

Judge, Juvenile Court Towns County, Georgia Enotah Judicial Circuit T(Jul1,8,15,22)B

NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000.00 Pursuant to 0.C.G.A. \$16-13-49(n), any party claiming an interest in the following property is hereby notified that on the 30th day of April,

canining an interest in a on the 30th day of April, 2015, said property was seized by the under-signed agency in Towns County, Georgia. Property Seized: PROPERTY ONE: Three Thousand Four Hundred and Thirty-Sixty & 00/100 Dollars (\$3160.00) in United States Currency PROPERTY TWO: 2006 Chrysler Pacifica, VIN 2A8GF68436R613101 Conduct giving rise to said seizure: Said PROP-ERTY ONE and PROPERTY TWO were found in the possession of TONYA MARIE BOULER on April 30, 2105, in close proximity to a quantity of METHAMPHETAMINE greater than twenty-eight grams. Said property was intended to facilitate the trafficking, possession, posses-sion with intent to distribute, and distribution of METHAMPHETAMINE, in violation of the Georgia Controlled Substances Act, or were Georgia Controlled Substances Act, or were the proceeds of said illegal activities. Further, the said vehicle was being operated by and the currency was in the possession of TONYA MARIE BOULER in Towns County, Georgia, at the time of her arrest for Trafficking Metham-The owner of said property is purported to be: Paul Jackson Grant Paul Jackson Grant 2043 Lisa Lane Edgemoor, South Carolina 29712 Any party claiming an interest in said property is hereby further notified that you must file any claim in accordance with O.C.G.A. §16-13-49(n) (4) within 30 days of the second publication of this Notice of Seizure in the Towns County Her-ald by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, return receipt requested. This 24th day of June, 2015. Enotah Judicial Circuit SEIZING AGENCY:

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 desaid 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 bidder for cash, the property described in said Dead to with 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 de-scribed 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 said plat is herebu incorporated by reference and made is hereby incorporated by reference and made a part hereof

a part nereor. 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 Tume County records.

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 out-changing a second 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 of the preacty are accognized light of the second 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 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 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

Tor Angela front 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 COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 06/10, 06/17, 06/24, 07/01.2012 07/01, 2015 [FC-NOS]

NOTICE OF SALE UNDER POWER,

-T(Jun10.17.24.Jul1)B

NUTICE OF SALE UNDER POWER, TOWNS COUNTY Pursuant to the Power of Sale contained in a Security Deed 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 \$ 182,000.00, 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 Eventing Court of soid county), within the logal 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 executive

described property: described property: All that tract or parcel of land lying and be-ing in Land Lot 141, 18th District, 1st Sec-tion, 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 Sep-tember 0.1007, recercid in Plat Pack 22, pace tember 9, 1997, recorded in Plat Book 23, page temper 9, 1997, recorded in Plat book 23, page 137 Towns County records which description on said plat is incorporated herein by refer-ence 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 Retowns county records and subject to the ne-strictions that are shown on the above refer-enced 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 other with backhers are slid at the start of the scheme start of the scheme start of the scheme start of the scheme scheme scheme start of the scheme sc 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 Secu-Tity 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). ney's tees 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 attached the best knowledge and belief of the under-signed, the party (or parties) in possession of the orbited transpty in (cray). Crapitor E Paradious 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 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 Note, nowever, 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 consti-(b) unpaid water of sewage bins that construct a life 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 expectation of the property. any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed first act out above 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 Coording the Doed Inder Dewer and other force Georgia, the Deed Under Power and other fore-closure 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 At-torney in Fact for Carl Bradley and Carolyn E Brodley. torney in Fact for Can Bradley and Caronn E 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

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 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-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 se-cured has declared the entire amount of said to the power of sale contained in said beda 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

Ingines totude to 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 Create Cohediciate Phone 1. or chown care Or less, and being Lot Infreen (13) of worgan 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-

subject to the restrictions of record, recorded in Deed Book 200, Page 645-647, Towns Coun-ty Copress records

ty, Georgia records. Subject to a utility easement to Blue Ridge

Mountain EMC as recorded at Deed Book 166,

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. 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 of the property, any assessments, liens, enof the property, any assessments, liens, en-The property any assessments, hens, ter-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 blacks if the same set of the same set of the same rest of the same set of the same

penses or said sale as provided in said beed, 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 accurate accident

Infinition and audit of the status of the loan 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 Mary 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 MORT-GAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 as Attorney-in-tent for Mery Truiters Wight

Fact for Mary Twiggs Wright File no. 15-050476 File no. 15-050476 SHAPIRO, SWERTFEGER & HASTY, LLP* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, 6A 30341-3941 (770) 220-2535/SJ (770) 220-2353753 www.swerfteger.net *THE LAW FIRM IS ACTING AS A DEBT COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 06/10, 06/77, 06/24, 07/01, 2015 tec. MOCI

[FC-NOS] T(Jun10,17,24,Jul1)B

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Notice of SALE onder 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 Neuromber 14, 2013, recorded in Deed Book Towns County, Georgia records, as tast 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 (\$66,6,14.43) 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 Georgia, within the legal hours of sale on the first Tuesday in July, 2015, the following de-scribed property:

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 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 at public outery 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 12, CONTINUNCE 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 33, PAGES 31 & 32, TOWNS COUNTY, GEORGIA RE-CORDS, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN. PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO NON-RECLUSIVE 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 CEDDEIA BEFORED

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 BILL ALLEN AND APPALACHIAN WATER, INC., AS RECORDED

BE IWEEN BRIAN HOUSED 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 DOOM 272, DAGE 510 TOWNS COUNTY, GEORGIA

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, 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-

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 primcipal 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

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 Gilling to compluting the 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 the the 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, notice of intent to collect attorneys' 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-mention of the expected of the concentration. 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 cy Code and (2) to final audit and confirmation of the status of the loan and collateral with the r of the Security Deed

DEING LDT 2, CUMAINING 1:309 ACAES, MORE OR LESS: LDT 18, CONTAINING 1:618 ACRES, MORE OR LESS AND LDT 20, CONTAINING 1:645 ACRES, MORE OR LESS, OF BEAR TRAIL SUB-DIVISION, PHASE II, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, DATE DAMY OF ORDER LATE DEVISED INC., DATED MAY 20, 2005, LAST REVISED To the best of the undersign

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 Setained 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 Hiawassee, 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, 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 dated September 20, 2011 and recorded in Deed Book 506, Page 562, aforesaid records. (as modified and/or 20, 2011 and recorded in Deed Book Soo, Fage 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 Courthouse of Towns County, Georgia during the legal hours of sale on the first Tuesday in July 2015 to the bishest end bed bidde for each the following highest and best bidder for cash the following described property (the "Premises"), to wit: TRACT ONE:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 166, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, AND BEING LOT 1, CONTAINING 1.38 ACRES, MORE OR LESS; LOT 2, CONTAINING 1.38 ACRES, MORE OR LESS; LOT 2, CONTAINING 1.03 ACRES, MORE OR LESS; LOT 3, CONTAINING 1.02 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 1.00 ACRE, MORE ON LESS, LOT 9, COM-TAINING 1.00 ACRE, MORE OR LESS, LOT 9, CONTAINING 1.02 ACRES, MORE OR LESS; LOT 9, CONTAINING 1.02 ACRES, MORE OR LESS; LOT 10, CONTAINING 1.03 ACRES, MORE OR LESS; LOT 11, CONTAINING 1.40 ACRES, MORE OR LESS OF RIVENDELL SUBDIVISION, PHASE II, AS CHOWN ON A DIA TO E CUPUEY ENTITE ED (00). 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 HEREIN BY REFERENCE AND MADE A PART

HEREOF SUBJECT TO THE DECLARATION OF COV-Subject to the declaration of cov-enants, restrictions, property owners association and limitations running with the land for rivendell subdivision, ASSOCIATION AND LIMITATIONS KOMMING WITH THE LAND FOR RIVENDELL SUBDIVISION, AS RECORDED IN DEED BOOK 375, PAGES 752-769 AND AS AMENDED IN DEED BOOK 405, PAGES 550-552 AND IN DEED BOOK 412, PAGES 328-329, TOWNS COUNTY, GEORGIA RECORDS. ALSO CONVEYED HEREWITH IS A NON-EXCLU-SIVE PERPETUAL EASEMENT FOR INGRESS, GERESS 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 36, 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 ALL MATTERS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY. TRACT TWO:

TRACT TWO:

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. ALL THAT TRACT OR PARCEL OF LAND LYING

CORDS, SAID PLAT BEING INCOMPORATED 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 AS SHOWN ON THE AFUREMENTIONED FLAT 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 GEORGIA RECORDS. SUBJECT TO RESTRICTIONS AND COVENANTS

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 DETWEEN BRIAN HORSEN AND RULL 11 LEN AND

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.

GIA RECORDS. TRACT THREE:

and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 18th day of June, 2015 Harriette M. Adams, Personal Representative 10127 SW 61ST Ave., Gainesville, FL 32608-8505 352-262-9189 Tured but a 198

NOTICE TO DEBTORS & CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

T(Jun24,Jul1,8,15)B

RE: Estate of John F. Papazian All creditors of the Estate of John F. Papazian, 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 18th day of June, 2015 Donna Papazian, Personal Representative 773 Beach Cove Drive, Hiawassee GA 30546 706-896-9318 T(Jun24,Jul1,8,15) **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 unnotified to render in their demands to the un-dersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 19th day of June, 2015 Thomas Nichols, Personal Representative 1672 Moore Road, Young Harris, GA 30582 828-361-1898 Thread but style

NOTICE TO CREDITORS AND DEBTORS All creditors of the estate of JUNE SUMMER BURRUSS, deceased of Towns County, Hiawas-see, Georgia 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

the undersigned. This 24th day of June, 2015. William C. Jones 80 River Springs Drive Sandy Springs, GA 30328

NOTICE OF INCORPORATION

T(Jul1.8.15.22)B

Notice is given that Articles of Incorporation that will incorporate To The Nations, Inc. have been delivered to the Secretary of State for fil-ing in accordance with the Georgia Nonprofit Corporation Code. The initial registered office of the corporation is located at 593 Kanuga Street, Hiawassee, GA 30546, and its initial registered agent at such address is Stephen H. Smith. T(Jul1.8)P

NOTICE TO DEBTORS AND CREDITORS All creditors of the estate of Gary A. McNeil deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make Interfaced to Safe Safe are required to immediate payment to the undersigned. This the 25th day of June, 2015. Bruce L. Ferguson, Attorney for Carol A. McNeil, Executrix of the Estate of Gary A. McNeil DD Bay Edd PO Box 524 Hiawassee, GA 30546 706-896-9699 T(Jul1,8,15,22)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF BRUCE RAYMOND SIMS All creditors of the estate of Bruce Raymond Sims deceased, late of Towns County, Georgia, are hereby notified to render their demands are hereby notified to render 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 25th day of June, 2015. Camilla R. Hogsed, Administrator P.O. Box 164 Hiawassee, GA 30546 (706) 896-2117

STATE OF GEORGIA County of Towns Notice

NOTICE Notice is hereby given that Teresa Rich Hobbs, the undersigned, filed her Petition to the Su-perior Court of said County on the 25th day of June, 2015, praying for a change in the name of Petitioner from Teresa Rich Hobbs to Teresa Suzann Kelley, and notice is hereby given to any interested or affected party to be and ap-pear in said matter in said Court on or before 30 days from the date of the filing of said Peti-tion at which time all objections to the grant-ing of the relief prayed for must be filed in said Court. Court.

This 25th day of June, 2015. Teresa Rich Hobbs, Petitione T(Jul1,8,15,22)B

NOTICE TO DEBTORS & CREDITORS

All creditors of the Estate of James Lee Collins, Jr., late of Towns County, 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. Sandra B. Collins, Executor c/o J. Scot Kirkpatrick, Esq. Chamberlain, Hrdlicka, White, Williams &

Aughtry 191 Peachtree Street, NE, 34th Floor, Atlanta, Georgia 30303 T(Jul1,8,15,22)P

Agent A. Stanley Appalachian Regional Drug Enforcement Of-P.O. Box 188

Cleveland, Georgia 30528 (706) 348-7410 By: Cathy A. Cox-Brakefield Chief Assistant District Attorney 65 Courthouse Street, Box 6 Blairsville, Georgia 30512 (706) 439-6027 F(Jul1,8,15)B

IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA STATE OF IN RE: ESTATE OF JERRY EUGENE GRAVITT, DECEASED PETITION FOR LETTERS OF ADMINISTRATION NOTICE

ESTATE NO. 2015-45 ESTATE NO. 2015-45 TO: All known and unknown interested parties Randall Jerry Gravitt has petitioned to be ap-pointed Administrator of the estate of Jerry Eugene Gravitt deceased, of said County. The Petitioner has also applied for waiver of bond 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 peti-tion 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 27, 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 pro-bate court personnel at the following address/ telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objec-tions are filed, the petition may be granted without a hearing. without a hearing. 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

Address 706-896-3467 Telephone Number T(Jul1,8,15,22)B 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, respon-

dent. PLEASE TAKE NOTICE that a petition seeking received in the work of the second se may have been conceived at a party in off-

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 Courtbourge Component Muth Courtbourge Internet

at a hearing in Juvenile Court, Guilford County Courthouse, Greensboro, North Carolina, imme-diately following said 40-day answer period or as soon thereafter as the matter can be heard. You are entitled to be represented by counsel, court-appointed if you are indigent, provided you request counsel at or prior to said hear-ing. 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. of Court, Suvenile Division, in Guinord County at (336) 412-7555 for further information. The date, time and place of hearing of the peti-tion will be mailed to you following said 40-day answer period or on your filling 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

init in and 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 5 77 37 E 24 feet from the TVA marker; run thence S 77 37 E 93 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.

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 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 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 having been given). Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an

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 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.L.C. L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03729 T(Jun10,17,24,Jul1)B

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. 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. Watter E. Jones, Esq. Balch and Bingham, LLP 30 Ivan Allen Jr. Bivd., NW Suite 700 and belief, the Premises are presently owned

Suite 700

Atlanta, Georgia 30308-3036

(404) 962-3340 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

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 Hiawassee, 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 amendaforesaid records (as modified and/or amend atoresalo recoras (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, 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:

Property, to wit: TRACT 1: 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, KIBBY, 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-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:

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 SOOK 20 PAGE 28, TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCOR-PORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. TRACT 2:

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.

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 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 proprety, 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.

The debt secured by the Security Deed is evi-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 virtue of the assignment referenced above. Default has occurred and continues under the terms of the Note and Security Deed by reason

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 foreclosable according to its terms. The debt remaining in default, this sale will be made for the purpose of paying the same and

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, liens, encumbrances, zoning ordinances, respection 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-Code and (2) to final audit and confirmation of the status of the loan and collateral with the of the status of the loan and conlateral 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 hold ing under Upper Hightower Ventures, LLC, and terlains 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, Esg. 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. T(Jun10,17,24,Jul1)B

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

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 BY REFERENCE HEREIN. PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO NON-EXCLUSIVE PERPETUAL EASEMENT ALONG THE SUBDIVISION PARASE AS HOWN 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 292, PAGES 4735 & 736, TOWNS COUNTY GEORGIA RECORDS, AND AS SUPPLE-MENTED IN DEED BOOK 341, PAGE 735 & 736, TOWNS COUNTY GEORGIA RECORDS, AND AS SUPPLE-MENTED IN DEED BOOK 377, PAGES 78-786, TOWNS COUNTY, GEORGIA RECORDS, AND AS RE-RECORDED IN DEED BOOK 377, PAGES 78-786, TOWNS COUNTY, GEORGIA RECORDS, AND AS RE-RECORDED IN DEED BOOK 371, PAGE 735 & 738, 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 341, PAGE 737 & 738, TOWNS COUNTY, GEORGIA RECORDS, SUBJECT TO EASEMENT IN FAVOR OF BLUE RIDGE MOUNTAIN EMC AS RECORDED. SUBJECT TO EASEMENT IN FAVOR OF BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 273, PAGE 610, 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, SUBJECT TO EASEMENT IN FAVOR OF BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 273, PAGE 610, TOWNS COUNTY, GEORGIA RECORDS, SUBJECT TO EASEMENT IN FAVOR OF BLUE RIDGEMENT HI RITHS, easements, appurte-nances, royalties, mineral rights, eils, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, reservoirs, and water stock and all existing and future improvements, structures, fixtures, reservoirs, and wa

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 EFE SIMULE 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 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. the assignment referenced above.

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 declared foreclosable according to its terms. The debt remaining in default, this sale will be made for the purpose of paying the same and

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 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-tion 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 col-lateral 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, Bill C. Allen, 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.

Brian Hogsed. CADC/RADC Venture 2011-1, LLC, as succes-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 Suite 700 Attanto Georgia 20208-2026

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.