# **Towns County Herald**

# Legal Notices for July 29, 2015

# NOTICE TO CREDITORS AND DEBTORS All creditors of the estate of LEONARD T. GIB-SON, deceased of Towns County, Hiawassee, 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 Qo Encoded

undersigned Co-Executors. This 15th day of July, 2015. Stephen Gibs A41 Hwy 141 Murphy, North Carolina 28906 Stanley Gibson 129 Sam Dye Road Young Harris, Georgia 30582 T(Jul22,29,Aug5,12)B

NOTICE TO DEBTORS AND CREDITORS All creditors of the estate of Reggie Ray Townsend, deceased, late of Towns County, Townsend, 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 immediate payment to the undersigned. This the 16th day of July, 2015. Bruce L. Ferguson, Attorney for May Ann Townsend, Executrix of the Estate of Reggie Ray Townsend PO Box 524

PO Box 524 Hiawassee, GA 30546 706-896-9699 T(Jul22,29,Aug5,12)B

NOTICE TO DEBTORS AND CREDITORS

### STATE OF GEORGIA COUNTY OF TOWNS

COUNTY OF TOWNS RE: Estate of Margaret E. Sullivan All creditors of the estate of Margaret E. Sul-livan, 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 immediate payment to the undersigned. This the 16th day of July, 2015 Shelagh Sullivan Whitney Personal Representative 1555 Mica Mine Road, Hayesville, NC 28904 828-508-8272 Kud2Augh 512,19P

T(Jul29,Aug5,12,19)P

VALUED AUT (JULY), AUTOR (JULY), AUTOR AUTOR (JULY), AUTOR AUTOR (JULY), AUTOR AUTOR (JULY), AUTOR (

Entry UNE was round in possession of Joseph Leonard, and in close proximity to prohibited substances, to wit: MARIJUANA. Said PROP-ERTY ONE was found in the possession of JO-SEPH LEONARD and was intended to facilitate the possession with intent to distribute, and distribution of MARIJUANA, in violation of the distribution of MARIJUANA, in violation of the Georgia Controlled Substances Act, or was the proceeds of said illegal activities. Further, the said property and the prohibited substances were seized from the residence of JOSEPH LEONARD along with digital scales and a large quantity of packaging matter in Towns County, Georgia. The owner of said property is purported to be: Joseph Leonard, 15 Byron Road, Young Harris, GA 30582 Anv party claiming an interest in said prop-

GA 30582 Any party claiming an interest in said prop-erty is hereby further notified that you must file any claim in accordance with 0.C.G.A. §16-13-49(m)(4) within 30 days of the second publication of this Notice of Seizure in the Towns County Herald by serving said claim to the undersigned seizing agency and the Dis-trict Attorney by certified mail, return receipt renuested

This 5th day of July, 2015.District Attorney Enotah Judicial Circuit SEIZING AGENCY: Agent A. Stanley Angeloshing Days Tack Fassa Appalachian Drug Task Force 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 T(Jul15,22,29)B

NOTICE TO CREDITORS AND DEBTORS All creditors of the estate of WEYMAN 0. GRIF-FIN, deceased of Towns County, Hiawassee, 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 This 8th day of July, 2015. Weyman Matthew Griffin PO. Box 583, Hiawasse, Ga 30546 Weyna Dee Griffin-Sands 121 BB Lane, Homer, Ga. 30547 T(Jul15,22,29,Aug5)B

## IN THE PROBATE COURT COUNTY OF TOWNS IN RE: ESTATE OF RANDY KEVIN NICHOLSON, DECEASED ESTATE NO. 2015-53 PETITION FOR LETTERS OF ADMINISTRATION

NOTICE TO: All known and unknown interested parties 10: All Known and unknown interested parties Wilda Joan Davenport has petitioned to be ap-pointed Administrator of the estate of Randy Kevin Nicholson deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. §53-12-261. All interested parties are become and the second 2015. All pleadings/objections must be signed 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, un-less you qualify to file as an indigent party. Contact probate court personnel at the fol-lowing address/telephone number for the re-quired amount of filing fees. If any 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

David Rogers Judge of the Probate Court Sucy 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 Toleshere Number **Telephone Number** (Jul29,Aug5,12,19)B

IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA IN RE: ESTATE OF BRUCE FREY EICKHOFF, a.k.a. BRUCE F. EICK-HOFF DECEASED ESTATE NO. 2015-54 NOTICE OF PETITION TO FILE FOR YEAR'S SUP-

PORT The Petition of Mary Elizabeth Eickhoff, for a year's support from the estate of Bruce Frey Eickhoff a.k.a. Bruce F. Eickhoff , deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before August 24, 2015, why said Petition should not be granted. PORT

August 24, 2010, ...., 24 be granted. All objections to the Petition must be in writ-All objections to the Petition must be in writ-ing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed 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 of filing fees. If any 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.

hearing. 48 River St. Suite C Hiawassee, GA 30546 Address 706-896-3467 **Felephone Numbe** David Rogers Judge of the Probate Court

By: Kerry L. Berrong Clerk/Deputy Clerk of the Probate Court T(Jul29,Aug5,12,19)B

### STATE OF GEORGIA **COUNTY OF TOWNS**

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale con-tained in a Security Deed from JERRY DALLEY A/K/A JEROLD W. DALLEY to UNITED COM-MUNITY BANK, dated April 26, 2006, recorded April 27, 2006, in Deed Book 369, Page 724, Towne Caruth Constribution Recorded Let modi April 27, 2006, in Deed Book 369, Page 724, Towns County, Georgia records, as last modi-field by Modification of Security Deed dated August 9, 2013, recorded in Deed Book 539, Page 777, Towns County, Georgia records; also that certain Assignment of Rents dated Janu-ary 31, 2011, recorded in Deed Book 489, Page 825, Towns County, Georgia records, said Se-curity Deed being given to secure a Note from JEROLD W. DAILEY dated August 9, 2013, in the original principal amount of One Hundred Eighty Eight Thousand Four Hundred Sixty and 21/100 (\$188,460.21) Dollars, with interest due thereon per annum on the unpaid balance until 21/100 (\$163,400.21) bollars, with interest due thereon 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 August, 2015, the following described property:

first Tuesday in August, 2015, the following described property: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 43 of Towns County, Georgia, containing 9.603 acres as shown on a plat of survey for Jerry Dailey by Northstar Surveying and Mapping, Inc., W. Gary Kendall, RLS, dated 3/28/06 and recorded in Plat Book 36, Page 2 of the Towns County Records, said plat being incorporated herein by reference; together with all of grantors right title and interest to that land lying between the aforedescribed tract and the centerline of State Route 66, subject to the road right of way.

Route 66, subject to the road right of way. LESS AND EXCEPT: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 43 of Towns County, Georgia, containing 1.110 acres, as shown on a plat of

# NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

GEURGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from MARK E. MOXLEY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PINE STATE MORTGAGE CORPORATION, dated June 7, 2005, recorded June 9, 2005, in Deed Book 337, Page 270. Towne County Corpering Property and 279, Towns County, Georgia Records 3, rage 279, Towns County, Georgia Records, said Se-curity Deed having been given to secure a Note of even date in the original principal amount of One Hundred Thirty-Six Thousand and 00/100 dollars (\$136,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to U.S. Bank National Association, as trustee, on behalf of the holders of the Bear Stearns As-set Backed Securities Trust 2005-AC6, Asset-Backed Certificates, Series 2005-AC6, there will be sold at public outcry to the highest bid-der for aceh, at the Towne County Counterpro-

will be sold at public outcry to the highest bid-der for cash at the Towns County Courthouse, within the legal hours of sale on the first Tues-day in August, 2015, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND, SITU-ATE, LYING AND BEING IN LAND LOT 13 AND 14, 17TH DISTRICT, LOT 17 OF OTIS H. BURDETTE SUBDIVISION, TOWNS COUNTY, GEORGIA AS SHOWN ON A PLAT OF SURVEY BY C.E.FRALEY, R.S.ON AUGUST 10-17, 1967 AND RECORDED IN PLAT BOOK 1, PAGE 151 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, TOWNS COUNTY, GEORGIA; SAID PROPERTY BEING DESCRIBED GEORGIA; SAID PROPERTY BEING DESCRIBED AS FOLLOWS:

AS FOLLOWS: BEGINNING AT A POINT ON A PRIVATE ROAD MARKED BY AN IRON SKATE; THENCE SOUTH 11 WEST 256 FEET TO A POINT; THENCE NORTH 84 EAST 95 FEET TO A POINT; THENCE NORTH 88 EAST 43 FEET TO A POINT; THENCE 16 EAST 89 FEET TO A POINT ON THE ABOVE MENTIONED PRIVATE ROAD; THENCE WITH SAID PRIVATE ROAD NORTH 38 WEST 175 FEET TO THE PLACE 06 REGINNING.

OF BEGINNING. SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.

Said legal description being controlling, how-

Solid legal description being controlling, how-ever the property is more commonly known as 2480 Capes Street, Young Harris, GA 30582. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness re-maining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: 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; matters which would be disclosed by an accurate survey or the an inspection of any taxing authority. payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assess-ments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in posses-sion of the property is MARK E. MOXLEY, or tenants(s)

sion of the property is MARK E. MOXLEY, or tenants(s). 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 holder of the Security Deed. The entity having full authority to negotiate, amend or modify all terms of the loan (al-though not required by law to do so) is: Select Portfolio Servicing. Inc. Loss Mitination Dent.

Portfolio Servicing, Inc., Loss Mitigation Dept., P.O. Box 65250, Salt Lake City, UT 84165, Tele-phone Number: 888-818-6032.

U.S. BANK NATIONAL ASSOCIATION, AS TRUST-EE, ON BEHALF OF THE HOLDERS OF THE BEAR STEARNS ASSET BACKED SECURITIES TRUST 2005-ACG, ASSET-BACKED CERTIFICATES, SE-**RIES 2005-AC6** 

RIES 2005-AC6 as Attorney in Fact for MARK E. MOXLEY THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FED-ERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Attorney Contact: Rubin Lublin, LLC, 3740 Da-vinci Court, Suite 150, Peachtree Corners, GA 30092 Telephone Number: (877) 912 0000 Core No.

Telephone Number: (877) 813-0992 Case No.

SPS-13-07556-7 Ad Run Dates 07/08/2015, 07/15/2015,

Au hun Dates 07/06/2015, 07/15/20 07/22/2015, 07/29/2015 www.rubinlublin.com/property-listings.php T(Jul8,15,22,29)B

NOTICE OF SALE UNDER POWER WHEREAS, on August 20, 1999, for value re-ceived, Richard D. Cox executed and delivered Ceived, Richard D. Cox executed and delivered to the United States of America, acting through the United States Department of Agriculture, a Deed to Secure Debt conveying certain real estate located in Towns County, Georgia, and said Deed to Secure Debt was recorded in the Office of the Clerk of the Superior Court for Towns County, Georgia, in Book # 190, Page# 326-331: and 326-331: and

326-331; and WHEREAS, the United States of America now holds the above described security deed cov-ering the said real estate; and WHEREAS, the Deed to Secure Debt held by the

When the been to been to been been then by the United States of America provides that should default occur, the holder may declare the en-tire indebtedness secured by the Deed to Se-cure Debt due and payable and, in compliance with the power of sale provisions contained in order sourced the out the uneractured in the uneracture of the out said security deed proceed to sell the property

With the power of sale provisions Contained in said security deed proceed to sell the property at public outcry; and WHEREAS, after default, the United States of America has declared all of the indebtedness secured by the Deed to Secure Debt due and payable and hereby certifies that it has com-plied with all of its loan servicing regulations; NOW, THEREFORE, the said United States of America, acting as aforesaid, under and in compliance with the power of sale provision contained in the Deed to Secure Debt, will pro-ceed to sell at public outcry, for cash or certi-fied funds to the highest bidder in front of the Courthouse in Towns County, during the legal hours of sale, on the 4th day of August, 2015, the following-described property conveyed in the Deed to Secure Debt, to Wit: All that tract or parcel of land lying and being in Land Lots 8 and 29, 17th District, 1st Sec-tion, Towns County,

In Land Lots 8 and 29, 17th District, 1st Sec-tion, Towns County, Georgia, containing 0.823 acre, and being Lot Forty-Six (46) and part of Lot Forty-Five (45) of Woodlake Subdivision, and being Tract One (1) and Tract Two (2) as shown on a plat of survey by Northstar Land Surveying, Inc., R.S. #2788, dated July 27, 1999, revised August 3, 1999 recorded in Plat Book 25 Page 125 Towns County records which description on said plat is incorporated herein by reference. The property is conveyed subject to the re-strictions of record pertaining to Woodlake Subdivision as recorded in Deed Book 100 pages 124-125 Towns County records. The property is subject to the road easements as shown on said plat. The property is con-veyed subject to the easement granted to Blue Ridge Mountain

Ridge Mountain

Ridge Mountain Electric Membership Corporation as recorded in Deed Book 99 pages 636-637 Towns County records. Lots Nineteen (19) through Forty (40) in the above subdivision are subject to the 30 foot easement as shown on the above plat. The above described property will be sold subject to any and all outstanding real estate taxes that are due and payable. The failure of any high bidder to pay the pur-chase price and close the sale shall, at the option of the United States of America, be cause for rejection of the bid, and, if the bid is rejected, the United States of America shall have the option of making the sale to the next

is rejected, the United States of America shall have the option of making the sale to the next highest bidder who is ready, willing and able to comply with the terms thereof. The proceeds of said sale will first be applied to the payment of the indebtedness to the United States of

America, other charges, and the expenses of sale, as provided in the above-described Deed to Secure Debt. This the 30th day of June, 2015. UNITED STATES OF AMERICA By: THOMAS B. HERRON Director, Debut Magacompat Proces Director, Default Management Branch United States Department of Agriculture, Rural Development ITS: Authorized Representative T(Jul8.15.22.29)B

NOTICE OF SALE UNDER POWER IN SECURITY DEED **STATE OF GEORGIA** 

IN SECURITY JEED STATE OF GEORGIA COUNTY OF TOWNS Under and by virtue of the power of sale con-tained in that certain Home Equity Line Deed to Secure Debt from Carolyn J. Tyson ("Grantor") in favor of Cadence Bank, N.A. ("Lender"), dated February 15, 2007 and recorded in Deed Book 401, page 17 in the offices of the Clerk of the Superior Court of Towns County, Georgia (as modified and/or amended from time to time, the "Deed to Secure 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 August 2015 to the highest and best bidder for cash the following described property (the "Premises"), to wit: All that tract or parcel of land lying and be-ing in Land Lot 73, 18th District, 1st Section, Towns County, Georgia, containing a total of

Towns County, Georgia, containing a total of 0.838 acres and shown as Tract One (1) con-taining 0.811 acres and being Lot Six (6) of the Ernest H. Dowdy Subdivision, and Tract Two (2) containing 0.027 acre and being a part of Lot Seven (7) of the Ernest N. Dowdy Subdivision, a chown ena olted for guarget M. Torreck A. as shown on a plat of survey by Tamrok As-sociates, Inc., dated 9/20/95 and recorded in Plat Book 20, Page 254 Towns County records, which description on said by is incorporated

Plat Book 20, Page 254 Towns County records, which description on said by is incorporated herein by reference. Subject to any easements, restrictions and rights-of-way of record, if any. Together with all present and future improve-ments and fixtures; all tangible personal prop-erty, including, without limitation, all machin-ery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connec-tion with the real property, whether or not af-fixed to the land; all privileges, hereditaments, and appurtenances associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from this property to other real prop-erty; all leases, licenses and other agreements pertaining to the real property, all rents, issues and profits; all water, well, ditch, reservoir and mineral rights pertaining to the real eroperty. 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. The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity

In FEE SIMPLE. The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity Line of Credit Agreement dated February 15, 2007 from Grantor to Cadence Bank, N.A. in the original principal amount of \$95,000.00 (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. Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the

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

holder of the Security Deed. To the best of the undersigned's knowledge and belief, the Premises are presently owned by Joseph Tyson, Henry Hodge, and Orlando Tyson. To the best of the undersigned's knowl-edge and belief, the parties in possession of the Premises are Joseph Tyson, Henry Hodge, and Orlando Tyson, and tenants holding un-der loseph Tyson, Henry Hodge and Orlando der Joseph Tyson, Henry Hodge, and Orlando

Tyson. Cadence Bank, N.A., as Attorney-in-Fact for

Carolyn J. Tyson. Walter E. Jones, Esq. Balch and Bingham, LLP 30 Ivan Allen Jr. Blvd., NW Suite 700

Atlanta, Georgia 30308-3036 (404) 962-3574 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL **BE USED FOR THAT PURPOSE.** 

survey for Jerry Dailey by Southern Geo Sys tems Ltd., dated 5/20/2008 and recorded in Plat Book 38, Page 131 of the Toy ns Count cords, said plat being incorporated herein by reference. LESS AND EXCEPT: All that tract or parcel of

Less and Excert And that that that the particle of land lying and being in the 17th District, 1st Section, Land Lot 43 of Towns County, Georgia, and being Tract 1–A, containing 1.002 acres, more or less, as shown on a plat of survey by Southern Geo Systems, Ltd., dated June 9, 2009 and recorded in Plat Book 38, Page 272 of the Towne County records call alst being of the Towns County records, said plat being incorporated herein by reference. LESS AND EXCEPT: All that tract or parcel of

LESS AND EXCEPT: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 43 of Towns County, Georgia, and being Tract 1-B, containing 1.004 acres, more or less, as shown on a plat of survey by Southern Geo Systems, Ltd., dated June 9, 2009 and recorded in Plat Book 38, Page 273 of the Towns County records, said plat being incorporated herein by reference. 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 (notice of intent to collect attor-ney's fees having been given). Said property will be sold subject to any out-tanging a understand taxes (including taxes)

standing 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 prop-erty, any assessments, liens, easements, en-cumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Doed first end and show the Security Deed first set out above. To the best knowledge and belief of the under-signed, the party in possession of the property is JERRY DAILEY A/K/A JEROLD W. DAILEY or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for JERRY DAILEY A/K/A JEROLD W. DAILEY L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03740 r(Jul8,15,22,29)B