

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION

In re:	:	BANKRUPTCY CASE
	:	
LAMAD MINISTRIES/ SEASONS	:	NO: 14-10449 JDW
CHRISTIAN CARE CENTER, INC.	:	
	:	
	:	CHAPTER 11
Debtor	:	

**MOTION TO SELL SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS AT
PUBLIC AUCTION OR PRIVATE SALE FREE AND CLEAR OF ALL LIENS
AND ENCUMBRANCES WITH PROCEEDS TO ATTACH**

Debtor-in-Possession Lamad Ministries/Seasons Christian Care Center, Inc. files this motion seeking permission to sell substantially all of its assets at public auction or private sale free and clear of liens and encumbrances. In doing so, it respectfully shows the Court:

-1-

Debtor filed a voluntary petition pursuant to Chapter 11 of the United States Bankruptcy Code on April 1, 2014, in the United States Bankruptcy Court for the Middle District of Georgia, Albany Division.

-2-

Debtor brings this motion pursuant to 11 U.S.C. §§ 363 (b) (f), 1107, 1123(b)(4), Bankruptcy Rule 6004 and LBR 6004-1 to sell all of its right, title and interest in substantially all of its assets. The sale will be free and clear of mortgages, corporate obligations, security interests, liens, encumbrances, charges, claims of every kind and description known and unknown. Any valid and perfected mortgage, security interest, or other secured lien will attach to the sale proceeds.

-3-

Debtor intends to sell the following property:

- a) 17.78 acres of real property located at 2724 Ledo Road, Albany, Dougherty County , Georgia. This property includes 148 retirement home units. The State of Georgia has licensed sixteen of the units to serve as Personal Care Homes. ("Albany Property"). Debtor intends to sell all of the inventory, furniture, appliances, fixtures, and other chattel associated with each unit, the common areas, and the property in general.
- b) 6.059 acres of real property and facility containing approximately 21,000 square feet of living space located at 475 Cinderella Lane, Dawson, Georgia. The State of Georgia has licensed up to nineteen living units at this facility to serve as Personal Care Homes. ("Dawson Property")
- c) Radio station and tower located on 2.42 acres at 280 June Lane, Sasser, Georgia. ("Radio Station")

-4-

Colony Bank holds a secured claim in the Albany and Dawson properties for approximately \$2,429,720.79. The Radio Station is encumbered by a Colony Bank secured claim of approximately \$27,500. The law firm formerly known as James, Bates, Pope and Spivey holds a secured lien against the Albany and Dawson properties for unpaid legal fees in the approximate amount of \$110,000. The Albany and Dawson properties are subject to a disputed and unreleased deed to secure debt executed in favor of Barbara Kidd Dezoort and John William Kidd as the Executors of the Estate of Vivian Kidd. The Executors have confirmed the underlying debt is paid and will execute a release and cancellation of their security deed. Because Debtor is a tax exempt organization, there are no back due property taxes attached to any property.

-5-

Debtor believes the value of its real property exceeds the value of all encumbrances.

-6-

Debtor intends to aggressively market the property and to sell it at auction or private sale.

-7-

Debtor desires to sell the aforesaid property at auction or private sale to the highest bidder or best offer through Rowell Auctions, Inc. ("Rowell") subject to confirmation by the U.S. Bankruptcy Court. A copy of Rowell's "*Auction Listing Contract With Exclusive Right to Sell*" describing its compensation is attached as Exhibit A.

-8-

Debtor believes it is in the best interest of the Debtor's estate and all creditors that this property be sold via auction or private sale as soon as it is possible to do so after obtaining Court approval.

-9-

All property sold will be sold free and clear of liens with any valid and enforceable liens attaching to the sale proceeds. Debtor is of the opinion the sale must be free and clear of liens because its corporate stock may be encumbered by approximately nine million dollars in unsecured liabilities. The Debtor believes a good business reasons exist for this sale. *See In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983).

-10-

Debtor intends to submit a Chapter 11 plan that will call for, *inter alia*, the liquidation of its real and personal property pursuant to this motion. Debtor intends to satisfy all valid secured obligations through this sale and hopes to have sufficient funds remaining to make a meaningful distribution to unsecured creditors.

WHEREFORE, THE DEBTOR PRAYS FOR AN ORDER:

(a) Approving the sale of the aforementioned property subject to court confirmation;

(b) Authorizing the above property to be sold free and clear of liens and encumbrances. All valid liens, if any, shall attach to the sale proceeds with the same priority they currently hold and may be paid at closing;

(c) Authorizing the Debtor to use the sale proceeds to pay fees and reimbursement of expenses to Rowell Auctions, Inc. in a manner consistent with the Order authorizing its compensation;

(d) Empowering Debtor to reject any bid or offer that it believes is not in its best interest or the best interest of its creditors; and

(e) Granting such other and further relief as the Court deems just and proper.

Respectfully submitted,

KELLEY, LOVETT & BLAKEY, P.C.

/s/ David S. Ballard
DAVID S. BALLARD
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1303 4th Street, SW, P.O. Box 3428
Moultrie, Georgia 31776
229-985-8388 -- toll free 800-323-8388

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL

This contract made this 21st day of January, 2014, between the following parties: Lamad Ministries, Inc hereinafter called "Seller" (the term "Seller" to include the neuter, masculine, and feminine genders, the singular and the plural) of that certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("the Property"), and ROWELL AUCTIONS, INC., 1303 4th Street, SW, P.O. Box 3428, Moultrie, GA 31776 herein called "Auctioneer/Broker".

1. STATEMENT OF EMPLOYMENT:

Seller hereby employs Auctioneer/Broker to sell the Property upon the terms and conditions set forth in this contract and grant to Auctioneer/Broker the exclusive right to sell the real property during the term of this contract. This contract shall commence when Auctioneer/Broker and Seller have signed this contract and shall continue through and include auction sale date, provided that, in the event that the highest bid received at the auction sale is not acceptable, Seller agrees to grant Auctioneer/Broker the sole, exclusive and irrevocable right to sell the within described property at private sale for a period of 360 days for a list price to be agreed upon by the parties hereto immediately after the auction sale, and the parties shall exercise a good faith effort to reach such agreed upon price at said time.

2. TIME OF AUCTION SALE:

The auction is to be held within 180 days from execution of the auction listing agreement.

3. COMPENSATION OF AUCTIONEER/BROKER:

(a) Auctioneer/Broker shall be compensated in the form of a 10% Buyer's Premium added to the buyer's bid price. Seller also agrees to pay the advertising and promotional costs and any other costs set forth hereinafter. It is agreed that Auctioneer/Broker may deduct their fees and unpaid costs from the total sales proceeds at closing whether the Purchaser is secured by the Auctioneer/Broker, by the Seller, by the Auction, or by any other person or means. If the Property is sold by means other than auction during the exclusive listing period described in Paragraph 1 above, then the purchase price stated in the pertinent sales and purchase agreement shall be inclusive of a 10% commission to be paid to Auctioneer/Broker from the sales proceeds.

(b) Seller shall be responsible for said advertising and promotional expenses in the amount not to exceed Twenty Thousand Dollars (\$20,000.00), payable 45 days in advance of the auction.

4. DUTIES AND OBLIGATIONS OF AUCTIONEER/BROKER:

Auctioneer/Broker shall use its best efforts to obtain the highest available bid for the Property at the auction sale and to endeavor to have the high bidder submit a written offer in the form a deposit receipt conforming to the high bid. It is expressly agreed and understood, however, that Auctioneer/Broker does not guarantee performance by the high bidder and therefore shall not be responsible if, for any reason, the high bidder shall refuse to submit a written offer conforming to the bidding at the auction sale, nor shall Auctioneer/Broker be responsible if the high bidder should fail to perform his agreement to purchase or comply with any memorandum of sale or sales contract that may thereafter be executed.

5. METHOD OF SALE:

The selling price shall be determined by competitive bidding via auctioneer / brokers online bidding platform. Seller reserves the right to accept or reject the final bids on the Property.

6. SELLER WARRANTIES:

(a) Seller warrants title to said property, subject only to: (i) zoning ordinances affecting said property, (ii) general utility easements serving said property, (iii) leases, other easements, (iv) other restrictions as specified in the special stipulations of this contract, and the liens and encumbrances as follows (list each lien holder's name, address and account number if known; if none, write none in all capital letters, if additional space is needed attach as Exhibit ____): Colony Bank _____

(b) Seller agrees to indemnify and hold Auctioneer/Broker harmless in the event of any legal action as a result of any undisclosed liens, encumbrances or title defects.

(c) Seller agrees and warrants that he has the ability to satisfy all mortgages, liens, judgments and any other encumbrances and Seller further agrees to convey to the purchasers a good merchantable fee simple title by General Warranty deed, free and clear of all liens and encumbrances except those put on or assumed by the purchaser(s) as part of the purchase price. Seller agrees to hold Auctioneer/Broker harmless from any costs or liability in the event of Seller's inability to perform under the terms of this Agreement or any Agreement entered into pursuant to this Agreement.

(d) If Seller is a corporation, Limited Liability Company, partnership, or other form of entity other than an individual, the undersigned as agents of the Seller hereby warrant and guarantee that they are authorized and empowered by the above named Seller to execute this contract on behalf of the Seller.

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL

Seller(s) initials _____; Auctioneer/Broker's initials RA

7. DEFAULT:

(a) If for any reason Seller defaults under the terms of this contract or any memorandum of sale, sales contract or listing contract executed hereunder, the Auctioneer/Broker's compensation as defined above and all unpaid advertising and promotional expenses advanced by Auctioneer/Broker will be due and payable to Auctioneer/Broker on demand calculated at either the minimum listed price, sales memorandum price, or the sales contract price, whichever is applicable.

(b) In the event purchaser(s) default under the terms of any memorandum of sale, sales contract or other obligation to purchase the property obtained hereunder, Auctioneer/Broker shall receive one half of any and all earnest money forfeited (however, the amount received hereunder by Auctioneer/Broker shall not exceed the full amount had the transaction closed); and Seller shall receive the balance of said forfeited earnest money.

(c) In the event that purchaser(s) defaults under the terms of his, hers, its, or their obligations pursuant to any bid, memorandum of sale, or sales contract, and in the event that Auctioneer/Broker, with Seller's consent, incurs attorneys fees or costs in enforcing the purchaser(s)' obligations on behalf of the Seller, Seller hereby agrees to indemnify and hold Auctioneer/Broker harmless for any reasonable attorneys fees and costs of Court incurred by Auctioneer/Broker. Nothing contained herein obligates Auctioneer/Broker to enforce purchaser(s)' obligations.

8. AUTHORITY OF AUCTIONEER/BROKER:

(a) Auctioneer/Broker is authorized to sign any bid acknowledgement on behalf of and in the name of Seller, or in Auctioneer/Broker's own name, in connection with the sale of the Property.

(b) Auctioneer/Broker is authorized to accept, give receipt for, and hold all moneys paid or deposited. Deposits will be held in the escrow account of Auctioneer/Broker. In the event of any escrow deposit dispute, and the Auctioneer/Broker is in doubt as to the disbursement of escrow funds, Auctioneer/Broker shall have the right to release the money to a Court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute, but in no case will the action waive the Seller's responsibility of the payment of the Auctioneer/Broker's compensation to the Auctioneer/Broker.

(c) Auctioneer/Broker is authorized to place auction advertising in such media as Auctioneer/Broker selects, and provide necessary support, promotional assistance, supplies and materials as the Auctioneer/Broker, in its sole discretion, shall be necessary to obtain the highest available bid for the Property, and to install auction signs on the Property.

(d) Auctioneer/Broker is authorized to engage onsite real estate brokers to facilitate showings, open houses, and MLS exposure on the sellers behalf.

9. LIMITATION OF LIABILITY:

Auctioneer/Broker shall not be responsible for any damages, expenses, or other losses occurring by the high bidder at any auction sale refusing to submit or sign a written offer, contract, or memorandum of sale confirming his bid or refusing to perform on his agreement to purchase; and Auctioneer/Broker shall not be required to enforce any such obligations on behalf of the Seller. Seller understands that by this contract, Auctioneer/Broker does not guarantee the sale of the property, but Auctioneer/Broker will make a sincere and honest effort to procure a sale for the Property. In consideration of the efforts and expenditures by the Auctioneer/Broker, Seller shall indemnify the Auctioneer/Broker against all liability, loss and expenses, including reasonable attorneys fees and Court costs that the Auctioneer/Broker may incur as a result of any claim or suit against the Auctioneer/Broker by any person for personal injury or property damage sustained by such person while on or about the hereinabove described premises, due to Seller's negligence or any condition of the Property not caused by Auctioneer/Broker.

10. CONDITION OF THE PREMISES:

The Property is to be sold "as is, where is", with the Seller and Auctioneer/Broker making no guarantees as to the condition of the property. Seller shall completely disclose the true state of affairs with respect to the condition of the property using the attached Property Disclosure Statement and Seller authorizes Auctioneer/Broker to disclose this condition to prospective purchasers.

11. INQUIRIES:

Seller agrees to refer to the Auctioneer/Broker all inquiries from Brokers or others interested in the Property. Seller gives Auctioneer/Broker the sole and exclusive control of the sale of Seller's property from this date, and further binds himself not to interfere in the sale of the Property during the term of this contract, and any extensions hereof.

12. EXTENSIONS:

If a sale, lease or other transfer of the Property is made within 180 days after this contract or an extension thereof terminates, to parties with whom the Auctioneer/Broker negotiated during the terms hereof, or an extension hereof, then Seller agrees to pay the commission hereinafter set forth to Auctioneer/Broker.

13. DISPUTE RESOLUTION; ARBITRATION. Any dispute, claim or controversy arising out of or relating to this Agreement shall be resolved by arbitration which shall be conducted in Moultrie, Georgia. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association as then in effect. Judgment upon the arbitration award shall be rendered in the Superior Court of Colquitt County, Georgia or in the United States District Court for the Middle District of Georgia. Any action to enforce the arbitration provisions of this paragraph shall be filed in the Superior Court of Colquitt County, Georgia or in the United States District Court for the Middle District of Georgia. The parties submit themselves to the jurisdiction and venue of the above courts. In the event it becomes necessary for either party to retain an attorney to enforce the terms of this Agreement or to defend its rights hereunder, the prevailing party shall be entitled to reimbursement by the nonprevailing party of all costs and expenses, including but not limited to attorneys fees, arbitrator's fees and filing fees incurred by the prevailing party in connection with the enforcement and or defense.

14. SPECIAL TERMS:

15. **SELLER'S CLOSING COSTS:**

Seller shall pay the following costs at closing:
Deed of Conveyance
State of Georgia Transfer Tax

16. **MISCELLANEOUS:**

(a) The parties to this contract expressly agree that the laws of the State of Georgia shall govern the validity, construction, interpretation, and effect of this contract.

(b) This writing constitutes the entire agreement between the parties and no modifications or change in this contract shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties.

(c) Auctioneer/Broker acts as agent for the Seller.

In witness whereof, the parties have executed this contract at _____ - on the day and year first above written.

SELLER: Lamad Minsbier, Inc.
Seller's Name

By: [Signature]
Name/Title:

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____

Email: _____

SELLER: _____
Seller's name

By: [Signature]
Name/Title:

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____

Email: _____

THIS CONTRACT IS NOT BINDING UNTIL SIGNED BY AN OFFICER OF ROWELL AUCTIONS, INC.

ROWELL AUCTIONS, INC., GA R.E. Lic. #44780

By: [Signature] ER/ua GA R.E. Lic. # 138913
Officer's Name/Title:

Agent: [Signature] GA R.E. Lic. # 161582
Agent's Name/Title:

EXHIBIT "A"

All that parcel of land including all improvements known as Map Parcel number 00300/00001/01J according to the official mapping system of the Dougherty County Tax Assessors Office, said tract being approximately 17.78 Acres.

Also, all that parcel of land including all improvements known as Map Parcel D15 133 according to the official mapping system of the Terrell County Tax Assessors Office, said tract being approximately 6.05 Acres.

Also, the real estate and radio transmitter tower located at 230 June Lane, Dawson, Georgia.

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION

In re: : BANKRUPTCY CASE
:
LAMAD MINISTRIES/ SEASONS : NO: 14-10449 JDW
CHRISTIAN CARE CENTER, INC. :
:
Debtor(s) : CHAPTER 11
:

**NOTICE OF HEARING ON MOTION TO SELL SUBSTANTIALLY ALL OF THE
DEBTOR'S ASSETS AT PUBLIC AUCTION OR PRIVATE SALE
FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES WITH PROCEEDS TO
ATTACH**

Debtor-in-Possession Lamad Ministries/Seasons Christian Care Center, Inc. has filed a motion pursuant to Sections 363(c), 363(f), 1107, and 1123(b)(4) of the United States Bankruptcy Code to sell substantially all of its assets, subject to Court Confirmation, including the following property:

- a) 17.78 acres of real property located at 2724 Ledo Road, Albany, Georgia. This property includes 148 retirement home units. The State of Georgia has licensed sixteen of the units to serve as Personal Care Homes. Debtor will also sell all of the inventory, furniture, appliances, fixtures, and other chattel associated with each unit, the common areas, and the property in general.
- b) 6.059 acres of real property and facility containing approximately 21,000 square feet of living space located at 475 Cinderella Lane, Dawson, Georgia. The State of Georgia has licensed up to nineteen living units at this facility to serve as Personal Care Homes.
- c) Radio station and tower located on 2.42 acres at 280 June Lane, Sasser, Georgia.

The sale will be free and clear of liens with any valid liens to attach to the sale proceeds and subject to confirmation by the Court.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THIS BANKRUPTCY CASE. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)

IF YOU DO NOT WANT THE COURT TO GRANT THE DEBTOR'S MOTION OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN YOU OR YOUR ATTORNEY MUST:

ATTEND THE HEARING SCHEDULED ON WEDNESDAY, MAY 7, 2014, at 2:00 P.M. IN THE US BANKRUPTCY COURTROOM, CB KING US COURTHOUS, 2ND FLOOR, 201 WEST BROAD AVENUE, ALBANY, GEORGIA.

**IF YOU OR YOUR ATTORNEY DO NOT TAKE THESE STEPS, THE COURT MAY
DECIDE THAT YOU DO NOT OPPOSE THE APPROVAL OF THE MOTION AND MAY
ENTER AN ORDER GRANTING THE MOTION.**

This 7th day of April, 2014.

KELLEY, LOVETT & BLAKEY, P.C.

/s/ David S. Ballard
DAVID S. BALLARD
Attorney for Debtor
Georgia Bar No. 635107
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Albany, Georgia 31708
Tel: 229-888-9128
dballard@kelleylovett.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION

In re: : BANKRUPTCY CASE
: :
LAMAD MINISTRIES/ SEASONS : NO: 14-10449 JDW
CHRISTIAN CARE CENTER, INC. :
: :
Debtor : CHAPTER 11
:

CERTIFICATE OF SERVICE

I, DAVID S. BALLARD, hereby certify that I have furnished a true copy of the MOTION TO SELL SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS AT PUBLIC AUCTION OR PRIVATE SALE FREE AND CLEAR OF LIENS AND ENCUMBRANCES WITH PROCEEDS TO ATTACH and NOTICE of same to the following individuals through the Court's electronic notification system or by depositing a copy of same in the United States Mail, in properly addressed envelopes with sufficient postage affixed thereto to insure delivery, this 10th day of April, 2014.

David A. Garland, Esq.
Attorney for Colony Bank
P.O. Box 71727
Albany, Georgia 31708-1727
DGarland@mcd-r-law.com

Elizabeth A. Hardy, Esq.
Assistant United States Trustee
Ustp.region21.mc.ecf@usdoj.gov

John F. Kennedy, Esq.
James, Bates, Brannan & Groover, LLP
(formerly James, Bates, Pope & Spivey)
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Macon, Georgia 31208-4283

Amber Bagley, Esq.
Office of the United States Trustee
440 MLK, Jr. Blvd., Suite 302
Macon, GA 31201
Amber.l.bagley@usdoj.gov

LARGEST 20 CREDITORS
(Exhibit B attached)

ALL CREDITORS AND INTERESTED PARTIES LISTED ON ATTACHED EXHIBIT C
(NOTICE ONLY)

KELLEY, LOVETT & BLAKEY, P.C.

/s/ David S. Ballard
DAVID S. BALLARD
Attorney for Debtor
Georgia Bar No. 635107

Betty Odom
183 Sandy Beach Road
Leesburg, GA 31763

Betty Stewart
166 Alachua lane
Albany, GA 31707

Cecil and Doris McLaggan
c/o John McLaggan
Route Box 1226
Alapaha, GA 31622

D.D. & Dot Hautman
2724 Ledo Road, V38
Albany, GA 31707

Doris Goode
2725 Ledo Road, V35
Albany, GA 31707

Eleanor Davis
2724 Ledo Road, V39
Albany, GA 31707

Estate of Bill Hammack
c/o Tony Hammack
251 Archie Dr
Albany, GA 31707

Estate of Odessa Guthrie
c/o Nickie McDaniel
2604 Ridgewood Lane
Albany, GA 31707

Estate of Shirley Cobb
c/o JoNell Murray
117 Alberta Ave
Woodbine, GA 31569

Jane Meinders
c/o Mr. Steve Ivey
504 Largovista Dr
Winter Garden, FL 34787

Kenneth and Alouida Murphy
2724 Ledo Road, V30
Albany, GA 31707

Laurie Beckham
2724 Ledo Road, V43
Albany, GA 31707

Leonard Knight
2724 Ledo Road, V19
Albany, GA 31707

Lucy Manning
c/o Dorothy Hackney
2724 Ledo Road, V12
Albany, GA 31707

Margaret and Ralph Robinson
1493 West Ferry Crossing
Myrtle Beach, SC 29575

Mary Lois Walls
2724 Ledo Road, V44
Albany, GA 31707

Maxwell & Elizabeth Davis
2724 Ledo Road, V34
Albany, GA 31707

Robert Hall
4915 Old Dawson
Albany, GA 31721

Sally Sharman
1721 Beattie Road
Albany, GA 31721

Steve and Geneva Troup
c/o June Walker
9359 Lamerton
San Antonio, TX 78250

Label Matrix for local noticing

113G-1

Case 14-10449

Middle District of Georgia

Albany

Thu Apr 10 12:39:42 EDT 2014

1

433 Cherry Street

P.O. Box 1957

Macon, GA 31202-1957

Colony Bank

c/o David A. Garland

Moore, Clarke, DuVall & Rodgers, P.C.

PO Drawer 71727

Albany, GA 31708-1727

Lamad Ministries/Seasons Christian Care Cent

2724 Ledo Road

Albany, GA 31707-6637

Alpha Sink

2725 Ledo Road, V14

Albany, GA 31707

Alvin Shiffler

8147 Sultan Circle

Charlotte, NC 28227-0806

Ann Pittman

c/o Bruce Pittman

119 Dadford Drive

Leesburg, GA 31763-5824

Ann Sims

2724 Ledo Road, D-57

Albany, GA 31707-1680

Barnett Family Living Trust

4333 High Mesa Drive

Plano, TX 75093-3254

Beatrice Lorber

c/p Doug Lorber

154 Nunnall Way

Leesburg, GA 31763-5318

Betty Bailey

2724 Ledo Road, V16

Albany, GA 31707-6638

Betty Clark

2724 Ledo Road, E68

Albany, GA 31707-6642

Betty Odom

183 Sandy Beach Road

Leesburg, GA 31763-4634

Betty Proefke

2254 Harbow View Drive

Dunedin, FL 34698-2526

Betty S. Hall

2724 Ledo Road, E76

Albany, GA 31707-6649

Betty Stewart

166 Alachua lane

Albany, GA 31707-1235

Beverly Misner

c/o Susan Misner

3882 Joslin Way

Melbourne, FL 32904-8487

Bill Harman

2724 Ledo Road, B-24

Albany, GA 31707-1670

Bill Harmon

2724 Ledo Road, B-24

Albany, GA 31707-1670

Blanche Camp

c/o Eugene and Sandra Brymer

4823 Gillionville Road

Albany, GA 31721-9569

Brenda L. Palmer

28 Ridgeview Drive

Cartersville, GA 30120-3846

C. William Eidenire

384 Lumpkin Road E

Leesburg, GA 31763-3921

Carlene Flowers

2214 Doncaster Drive

Albany, GA 31707-2410

Carpet World

911 W. Oglethorpe Blvd

Albany, GA 31701-2721

Cecil and Doris McLaggan

c/o John McLaggan

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Alapaha, GA 31622

Charles Eric Eidenire

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Cordele, GA 31015-8829

Charles Eric Eidenire

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Cordele, GA 31015-8829

Charles William Eidenire

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Chris Cohilas

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Clara Mae Griffin
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Albany, GA 31707-1211

Colony Bank
Attn: David Garland
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P.O. Drawer 71727
Albany, GA 31708-1727

Colony Bank
c/o David A. Garland
Moore, Clarke, DuVall & Rodgers, P.C.
Post Office Drawer 71727
Albany, Georgia 31708-1727

D.D. & Dot Hautman
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Albany, GA 31707-6681

Dan & Dottie Clayton
2724 Ledo Road, V24
Albany, GA 31707-6641

Danny Swain
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Albany, GA 31721-8646

Desma Cadenhead
c/o Roger Cadenhead
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Harrisburg, PA 17112-3201

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2725 Ledo Road, V35
Albany, GA 31707

Dorothy DePriest
2724 Ledo Road, F85
Albany, GA 31707-6672

Dorothy Hackney
2724 Ledo Road, V12
Albany, GA 31707-6638

Dorothy W. Rigby
1800 Pearl Avenue
Albany, GA 31707-2554

Dot Adams
2724 Ledo Road, F-82
Albany, GA 31707-6672

Edis Williams
2724 Ledo Road, V2
Albany, GA 31707-1678

Eleanor Davis
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Albany, GA 31707-6681

Elizabeth A. Hardy
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Elizabeth Lutz
c/o Reed Lutz
9270 W. Dakota Avenue
Denver, CO 80226-2804

Elsie Oliver
c/o Bobby Hart
235 12th Avenue, NE
Saint Petersburg, FL 33701-1207

Emily McDonald
1716 Parker Avenue
Albany, GA 31707-3724

Emma Whitfield
12612 50th Drive, SE
Everett, WA 98208-9626

Estae of Olivia Kilcrease
c/o Marry Ellen McLarty
1850 Acworth Due West Rd
Kennesaw, GA 30152-3102

Estate of Bill Hammack
c/o Tony Hammack
251 Archie Dr
Albany, GA 31707-1237

Estate of Bowman
c/o Jane B. Tucker
3805 Gateway Ave
Albany, GA 31721-9248

Estate of Bronnie Flake
c/o Harry Flake
134 Amelia Lane
Leesburg, GA 31763-5230

Estate of Charles Mixon
c/o John Mixon
14 Lakeview, Lot 2
Fort Gaines, GA 39851-2350

Estate of D. Causey
c/o Sue McCarthy
113 Reinach Lane
Gainesboro, TN 38562

Estate of Daisy Holden
c/o John Holden
353 Emily Drive
Lilburn, GA 30047-5218

(c)ESTATE OF DELLA CAUSEY
C/O DELORES HUNT
8492 MANATEE BAY DR
TAMPA FL 33635-9505

Estate of Della Causey
c/o Jacklon Phillips
2541 Lake Myrtle Drive
Auburndale, FL 33823-9557

Estate of Della Causey
c/o Valdra Klein
2337 Springdale Ct, Apt 1-5
Albany, GA 31707-1612

Estate of Doris M. Bateman
c/o Watson Spence LLP
Attn: Chris Cohilas
PO Box 2008
Albany, GA 31702-2008

Estate of Dorothy Harrell
c/o Lela Mixon
1230 Hilltop Drive
Albany, GA 31707-3318

Estate of Dottie Hill
c/o Roy Hill
62 Oconee Bell Lane
Brevard, NC 28712-6265

Estate of Eunice Johnson
c/o Lela Mixon
1230 Hilltop Drive
Albany, GA 31707-3318

Estate of G. Fowler
c/o Jane Rhodes
1813 Northwood
Albany, GA 31721-2168

Estate of G. MacDonald
c/o Neil S. MacDonald
135 Sing Road
Sylvester, GA 31791-3409

Estate of Geraldine Miller
c/o Patty Akers
500 Crosby Lane
Leesburg, GA 31763-5102

Estate of Helen Faust
c/o Bruce Pittman
119 Dadford Drive
Leesburg, GA 31763-5824

Estate of Henriksen
c/o Craig Henrikson
927 Dual Hall Court
Powder Springs, GA 30127-6970

Estate of Irene McDermid
c/o Lisa Jones
1710 Northwood Drive
Albany, GA 31721-2167

Estate of James Blow
c/o Charles W. Hall
118 Canuga Drive
Albany, GA 31707-1228

Estate of Jean Owens
c/o Charles Owens
406 Meadowlark Dr
Albany, GA 31707-3118

Estate of Joann W. Hammack
c/o Jean Mitchell
2025 Melrose
Albany, GA 31707-4149

Estate of Juanita Chambers
c/o Robert T. Brown, Jr.
4222 Rickenbacker Dr, NE
Atlanta, GA 30342-3770

Estate of Leila Green
c/o Walter Green
1007 Greenwood Ave
Wilmette, IL 60091-1753

Estate of Linda Riggs
c/o Bill Conway
129 Country Drive
Leesburg, GA 31763-4433

Estate of Lois Glass
OGB Assets, LLC c/o Gale Baugh
3272 Inman Drive
Atlanta, GA 30319-2427

Estate of Lois Westbrook
750 Jim Hayes Road
Dawson, GA 39842-3331

Estate of Martha Clark
1452 Asterwood Court
Chesterfield, MO 63017-5510

Estate of Martha Clark
c/o David B. Clark
1452 Asterwood Court
Chesterfield, MO 63017-5510

Estate of Mary Burke
c/o Teresa Shealy
110 Aylesbury Place
Albany, GA 31721-8758

Estate of Mary Speir
c/o Cynthia Chapman
159 Aspen Drive
Albany, GA 31707-1265

Estate of Mildred Joiner
c/o Sheila Humphries
136 Senah Drive
Leesburg, GA 31763-5718

Estate of Myrtle Fowler
c/o Brooks Real Estate Management Co.
1108 W. Broad Ave
Albany, GA 31707-4340

Estate of Nina York
c/o Tommy York
1552 Webb Street
Albany, GA 31721-2934

Estate of Odessa Guthrie
c/o Nickie McDaniel
2604 Ridgewood Lane
Albany, GA 31707-3057

Estate of Olivia Kilcrease
c/o Janie Dorminey
2606 Dawson Heights Drive
Albany, GA 31707-2204

Estate of Patricia Mathis
c/o Mr. Jason Mathis
1003 Forest Glen
Albany, GA 31707-3752

Estate of Patricia Oliver
c/o Denise Coleman
4000 Gillionville Road, #107
Albany, GA 31721-4428

Estate of Sarah Potter
c/o Sandra Moran
2209 Ashford Drive
Albany, GA 31721-9200

Estate of Shelby Carter
c/o Dana Coleman
367 Carson Oaks Lane
Santa Rosa Beach, FL 32459-7155

Estate of Shirley Cobb
c/o JoNell Murray
117 Alberta Ave
Woodbine, GA 31569-2517

Estate of Virginia Newsome
c/o Martha McLeod
137 Springlake Drive
Leesburg, GA 31763-5001

Eugene Armstrong
7003 Beach Drive
Panama City, FL 32408-5437

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Albany, GA 31721-6204

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2724 Ledo Road, G107
Albany, GA 31707-1214

Floyd & Catherine Glass
223 Brooksville Road
Dawson, GA 39842-3044

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Albuquerque, NM 87107-6339

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2725 Ledo Road, V20
Albany, GA 31707

Georgia Attorney General
40 Capital Square SW
Atlanta, GA 30334-9057

(p)GEORGIA DEPARTMENT OF REVENUE
COMPLIANCE DIVISION
ARCS BANKRUPTCY
1800 CENTURY BLVD NE SUITE 9100
ATLANTA GA 30345-3202

Gertrude Stickland
2724 Ledo Road, C-45
Albany, GA 31707-6630

Ginney Hayman
1008 Taft Street
Albany, GA 31707-3637

Golden's
PO Box 254
Albany, GA 31702-0254

Gwen L. Paschal
245 Paschal Road
Elgin, SC 29045-9632

Hall Booth Smith, P.C.
Attn: Brian Mallow
2417 Westgate Drive
Albany, GA 31707-2225

Helen Blackwell
2724 Ledo Road, F-86
Albany, GA 31707-6672

Helen S. Blackwell
2724 Ledo Road
F-86
Albany, GA 31707-6672

Helen Veatch
c/o Allen Veatch
3479 Kildare Drive
Birmingham, AL 35226-2138

Henry Garrett
200 E. Webster Street
Madison, TN 37115-4831

Hilda Brodrick
2724 Ledo Road, E70
Albany, GA 31707-6642

Home Depot Credit Services
Attn: Bankruptcy Dept.
P. O. Box 790328
Saint Louis, MO 63179-0328

Ida Preston
910 Holstein Road
Vienna, GA 31092-5657

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Jackie Satterfield
PO Box 71903
Albany, GA 31708-1903

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c.o Patty Steur
2808 Lonesome Road
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Attn: John F. Kennedy
PO Box 4283
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c/o Tommy Gay
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Albany, GA 31721-2081

Jane Meinders
c/o Mr. Steve Ivey
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Albany, GA 31707-6654

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Panama City, FL 32405-3847

Jewel Riffle
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Marietta, GA 30068-4397

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Albany, GA 31707-6680

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Albany, GA 31707-6634

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Albany, GA 31707-6646

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2724 Ledo Road, C-36
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Laurie Beckham
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Leonard Knight
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Lewis Warren
2675 Gary Road
Mulberry, FL 33860

Lillian Lyon
c/o Jean Mitchell
2025 Melrose
Albany, GA 31707-4149

Linda & Ray Appleman
2724 Ledo Road, V2
Albany, GA 31707-1678

Linda Weeks
891 S. Robinson Street
Lenox, GA 31637-5812

Little John Haire
c/o Terrie Haire
225 Winship Drive
Leesburg, GA 31763-5320

Lucille Duckworth
108 Stillwell Circle
Albany, GA 31707-1227

Lucy Manning
c/o Dorothy Hackney
2724 Ledo Road, V12
Albany, GA 31707-6638

Lurline Ellis
2725 Ledo Road, C-46
Albany, GA 31707

Margaret and Ralph Robinson
1493 West Ferry Crossing
Myrtle Beach, SC 29575-5354

Marguerite Palmer
2724 Ledo Road, F-87
Albany, GA 31707-6672

Martha Sellers
c/o Jennifer Hatcher
1820 Green Valley Lane
Albany, GA 31707-3116

Mary A. McClelland
c/o Tim McClelland
2911 Lonesome Road
Albany, GA 31721-5644

Mary Lois Wallis
2724 Ledo Road, V44
Albany, GA 31707-6682

Matthew Andrews
325 PJ Roberts Road
Jefferson, GA 30549-3290

Maxwell & Elizabeth Davis
2724 Ledo Road, V34
Albany, GA 31707-6681

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PO Box One
Macon, GA 31202

Merle Johnson
901 Santa Fe Trail
Macon, GA 31220-3724

Merle Johnson
c/o Glen Johnson
901 Santa Fe Trail
Macon, GA 31220-3724

Michael C. Hall
PO Drawer 70639
Albany, GA 31708-0639

Mid South Fence Company
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Albany, GA 31708-0506

Millie Hamilton
764 Calhoun Road
Dahlonega, GA 30533-5425

Moody C. Adkins
PO Box 825
Cordele, GA 31010-0825

Ms. Curtis Bridges
c/o Lillian Carpenter
514 Watering Hold Path
Williamson, GA 30292-3310

Newsome Lake Properties, LLC
PO Box 3408
Albany, GA 31706-3408

Norma Burden
2724 Ledo Road, C-34
Albany, GA 31707-1638

Norma Hogg
2303 Longwood Drive
Albany, GA 31721-9109

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c/o Amber L. Bagley
Trial Attorney
440 MLK Jr Blvd Ste 302
Macon, GA 31201-7987

Patricia A. Carter
165 Farmers Market Road
Cordele, GA 31015-9216

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Waycross, GA 31503-0779

Peggy Branch
2724 Ledo Road, V-11
Albany, GA 31707-6633

Peggy Branch
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Gainesville, GA 30506-3231

Peggy Vernor
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Sylvester, GA 31791-5624

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Vienna, GA 31092-8329

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Albany, GA 31707-2289

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c/o Debbie Holwerda
2303 Winchester Road
Albany, GA 31721-9228

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2416 Dawson Road
Albany, GA 31707-2344

Rev. Charles Smith
216 McKaskey Creek Road
Cartersville, GA 30121-5532

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Albany, GA 31721-9153

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Albany, GA 31721-2169

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260 Spring Creek Road
Warwick, GA 31796-5312

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Thomasville, GA 31792-9107

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183 Sandy Beach Road
Leesburg, GA 31763-4634

Ruth Clifton
c/o Cathy Clifton
2829 N. Doublegate Drive
Albany, GA 31721-9294

Safe Aire
3199 Palmyra Road
Albany, GA 31707-1218

Sally Martin
728 Squirrel Hunting Road
Morganton, GA 30560-2921

Sally Sharman
1721 Beattie Road
Albany, GA 31721-2911

Samuel Spivey
2724 Ledo Road, E67
Albany, GA 31707-6642

Shelba Holmes
112 E. Lee Street
Dawson, GA 39842-1484

Steve and Geneva Troup
c/o June Walker
9359 Lamerton
San Antonio, TX 78250-3523

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c/o Susan Hinson Irrevocable Trust
8101 Hinson Farm Rd, Suite 317
Alexandria, VA 22306-3428

Sylvia Johnson
2724 Ledo Road, F96
Albany, GA 31707-6680

Terry Singletary
PO Box 604
Ochlocknee, GA 31773-0604

The Antonino Firm, LLC
Five Concourse Pkwy, Suite 1425
Atlanta, GA 30328-6111

U. S. Securities and Exchange Commission
Atlanta Regional Office
Reorganization Branch
950 East Paces Ferry Rd NE., Ste. 900
Atlanta, GA 30326-1382

U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

U.S. Trustee - MAC
440 Martin Luther King Jr. Boulevard
Suite 302
Macon, GA 31201-7987

United States Attorney
Attn: Barbara Parker
Post Office Box 1702
Macon, GA 31202-1702

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Albany, GA 31707-6673

Vera King
2724 Ledo Road, G102
Albany, GA 31707-7621

Vernon Williams
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Albany, GA 31705-4302

Virginia Sanderson
2724 Ledo Road, F92
Albany, GA 31707-6673

W L & Sue Maddox
1318 Midway Road
Cairo, GA 39828-7259

W.S. Eidenire
c/o William S. Eidenire
109 Estates at the Lake Drive
Canton, GA 30114-8838

Wadene Smith
2724 Ledo Road, D-50
Albany, GA 31707-1680

Warren & Charlene Giles
2724 Ledo Road, C-48
Albany, GA 31707-6630

Water Gas & Light Commission
PO Box 1788
Albany, GA 31702-1788

Wayne Adkins
2697 Drayton Street
Cordele, GA 31015-7606

Wildred Newsome
c/o Newsome Lake Properties, LLC
PO Box 3408
Albany, GA 31706-3408

William and Martha Teele
1721 Beatty Road
Albany, GA 31721-2911

Winifred Sinquefield
c/o Glenn Sinquefield
2821 Burlington Rd.
Albany, GA 31721-9273

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Georgia Dept of Revenue
Compliance Division
1800 Century Blvd. NE
Ste. 17200
Atlanta, GA 30345-3205

Internal Revenue Service
Insolvency, Rm 400, Stop 334D
401 W. Peachtree St., N.E.
Atlanta, GA 30308

Addresses marked (c) above for the following entity/entities were corrected as required by the USPS Locatable Address Conversion System (LACS).

Estate of Della Causey
c/o Delores Hunt
12622 Memorial Hwy, #34
Tampa, FL 33635

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Charles William Eidenire
384 Lumpkin Road, E
Leesburg, GA 31763-3921

(d)Chris Cohilas
Watson Spence, LLP
Post Office Box 2008
Albany, GA 31702-2008

(d)Chris Cohilas
Watson Spence, LLP
Post Office Box 2008
Albany, GA 31702-2008

(u)Current Tenants/Leasees

(u)Estate of Ralph Singletary
c/o Autry Brooks
PO Box 166
GA 31770

(u)Refundable Deposits

End of Label Matrix
Mailable recipients 211
Bypassed recipients 6
Total 217