Mayoral and City Council forums

Members of the Greater Chattanooga Association of Realtors (GCAR) are invited to learn more about the candidates vying for mayor and City Council during political forums to be held at the association on Wednesday, Jan 11.

A continental breakfast will be served at 8:30 a.m. The mayoral candidates will debate the issues facing Chattanooga from 9-10:30 a.m. Candidates include Mayor Andy Berke, Larry Grohn, Chris Long and David Crockett. Following opening statements from each candidate, GCAR members will be invited to ask questions.

Candidates seeking election to a seat on the City Council will answer questions from 2-4 p.m. GCAR has invited the following City Council candidates to attend:

District 1: Susan Miller, Chip Henderson and Jay Nevans
District 2: Mickey McCamish and Jerry Mitchell
District 3: Ken Smith
District 4: Darrin Ledford
District 5: Jeffery Evans, Russell Gilbert and

Otherwise, 110th General Assembly will argue many of the same issues covered during last year’s session

By Sam Stockard

The 110th General Assembly is set to convene on Jan. 10 with unfinished business from previous sessions likely to dominate debate. Here’s a look at some of the hottest topics expected to arise.

Fuel taxes

More than a year after taking a listening tour across Tennessee, Gov. Bill Haslam appears ready to introduce a plan in his Jan. 30 State of the State address for increasing or reforming fuel taxes to help pay for $6 billion in committed road and bridge projects.

The second-term Republican governor says he plans to meet with legislators to consider options before the session opens, but notes he is set to make a pitch. “We’re very ready to present a proposal, but we were asked to wait until they had a chance to have those discussions ... so that they could be a part of those discussions with us,” Haslam says.

Tennessee’s 21.4-cent-per-gallon gas tax, including a 1.4-cent petroleum fee, raises roughly $660 million annually. It hasn’t been increased in a quarter-century, and Haslam has been broaching the idea for raising or reforming fuel taxes for more than two years to relieve travel congestion statewide. The state’s diesel tax is 18.4 cents per gallon.

Haslam met resistance from groups such as Americans for Prosperity two years ago when he began discussing the possibility of a fuel-tax increase, and the group is likely to put up opposition again.

Budget and tax cuts

A budget surplus of nearly $1 billion could be in the offing from the state’s $33.3 billion budget for fiscal 2016-17, and the State Funding Board is projecting $845,000 in new, recurring revenue for next year, based on a November vote on economic calculations.

That means the state could have nearly $1.8 billion more than expected to divvy up in

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Rock City donates to Lula Lake Land Trust

See Rock City continued its conservation partnership with Lula Lake Land Trust this year during its annual Summer Music Weekends event at the attraction. Guests who visited this summer donated over $500 in a coin drop—an amount See Rock City matched. Pictured, left to right, Lula Lake Land Development Director Kat Volzer; Lula Lake Executive Director Mike Pollock; and See Rock City Director of Operations Jeff Raabe.

LEGISLATURE From page 1

the coming fiscal year, officials say.
“Everybody knows we’re in a good situation budget-wise in
Tennessee,” Haslam says. “But I
think states get in trouble when
they don’t make smart deci-
sions when they have money.
Then it comes back to haunt
them when the economy cycles
back down.”

The governor says he wants
to make sure the next budget
takes care of the state’s short-
and long-term needs.

Sen. Randy McNally says
the budget surplus, which is
one-time revenue, could come
in just under $1 billion. It will
go toward the rainy day fund,
backlog of capital projects,
capital maintenance and re-
plenishing the transportation
fund, he says.

The recurring money, with
$500 million from the budget
that ended last June and anoth-
er $378 million projected for
the current budget, could be
used to “chip away” at franchise
and excise taxes on businesses,
in addition to a professional
privilege tax, says McNally,
chairman of the Senate Budget
Committee and the likely next
Senator speaker.

Tennessee’s 5 percent food
sales tax could be on the chop-
ping block, as well, McNally
says.

“The bad thing is it’s the most stable part of the sales tax
base. But … as far as tax relief, it has the broadest constitu-
ency. I would think,” McNally
says.

Education vouchers

A year after he declined to
bring voucher legislation to a
House floor vote, state Rep. Bill
Dunn says he plans to revive
the opportunity scholarships
proposed by Gov. Haslam.

The bill will have to go
back through the Legislature’s
committee system, but Dunn,
a Knoxville Republican, says he
was only a few votes short last
year of gaining passage and says
he believes the numbers could
change in his favor in 2017.

“I’ll still be close, but hope-
fully my colleagues will put
children before bureaucrats
this year,” Dunn says.

As previously written, the
bill would allow low-income
children in the state’s low-
est-performing schools to use
state funds to attend private
schools. It would have funded
5,000 scholarships the first year
and 20,000 by 2018-19.

Dunn says he believes
students who are struggling at
a public school could improve
academically by a change of
“environment,” and he points
toward a Knoxville school
where only 7.9 percent of the
students were reading at a
“proficient” level as a prime ex-
ample for the use of vouchers.

“I think they might be
around some students who are
more focused on their work. I
think you might have a school
where they see a whole differ-
environment, a whole dif-
ferent approach to what they’re
doing,” Dunn points out.

Tennessee Education Asso-
ciation spokesman Jim Wrye
says he’s not sure what has
changed in the way of a vote
count. He contends primary
election results TEA monitored
across the state favored candi-
dates who oppose vouchers.

The organization’s poll-
ing also showed “consistent”
opposition to vouchers, with 57
to 58 percent of respondents
saying no to vouchers, 24 to 25
percent saying yes and the rest
undecided.

“Over and over again, people
said, ‘We don’t want that,’” he
says.

Groups such as the Fed-
eration for Children went after
Democratic Memphis Reps.
Johnnie Turner and Antonio
Parkinson, spending large
amounts of money, but picking
up only a fourth of the vote
during primaries, Wrye notes.

In Memphis, which is often
used as the poster child for
voucher needs, Wrye says the
vote clearly shows residents
want to hold on to their public
schools. Almost all of the
Achievement School District’s
33 schools are located in
Memphis and most are run by
charter operators.

State data also show Shelby
County schools are improving
and part of the reason is those
operating under iZone, or new
improvement strategies, are
doing better than ASD schools.

“I think Tennesseans are
rightly conservative. They know
what has worked for them and
their families and communities
in the past and vouchers have
never been proven to work,”
Wrye adds. “They go after some
of the bedrock institutions
of our state and our communities
and people don’t like them.”

He hopes that will “shine
through” again as the Legisla-
ture debates this critical issue.

Gay counseling

Sen. Jack Johnson’s counsel-
ing act created a firestorm of
protest among counselors and
the LGBT community in 2016,
and he’s sponsoring a follow-up
bill this year.

Largely considered an
attack on the gay and lesbian
community, Johnson’s new
law says no counselor or thera-
pist shall be required to counsel
a person on “goals, outcomes
or behaviors” that conflict with
their sincerely held principles.

See LEGISLATURE, page 5
Tough battle for medicinal pot

Veterans also flanked them. Memphis resident Chris Chamberlain, an Army veteran, says he’s looking for a solution to terrible knee pain, and has been seeing his physicians all day but appears.

Stacie Mathis

Sam Stockard

ststocker04@gmail.com

Three-year-old Josie Mae Mathis of Greene County used to suffer hundreds of seizures daily from epilepsy and infantile spasms. Aden Vogus, a pre-teen from Brentwood, is one of those who has seen his seizures all but disappear.

Both are benefiting from cannabis oil since the Legislature decreed that it allowing it to be shipped in from other states for medical purposes in 2015.

“We went from 500-plus seizures a day to, on a good day, 30,” says Josie Mae’s mother, Stacie Mathis.

And instead of living in a near vegetative state under previous medications, the child is full of life, though far from a normal childhood.


Their bill would allow marijuana to be grown, prescribed and dispensed in Tennessee.

They understand it’s going to be a hard fight to persuade fellow lawmakers to vote in favor of a substance illegal for decades. Mathis says she’ll be doing her part.

“It’s a phone call or an email. If you’re a local, show up at their office. Just express your opinion on it and let them know you’re on board and we need their support to get on board as well.” Mathis explains.

Aden’s father, Tim Vogus, a faculty member at Vanderbilt University, worked with Faison and Sen. Becky Massey two years ago to help pass the cannabis oil bill.

Since it took effect, they’ve been able to import Charlotte’s Web oil (cannabidiol) from out of state, which Aden takes in pill form with his food twice a day.

Besides experiencing a dramatic drop in daily seizures, Aden avoids a drug he previously used to lessen seizures that also could cause blindness.

The family had to sign a waiver of state, which Aden takes in

“His being steered in the wrong direction medically, he explains.

“We think what they need is doctors that understand what’s going on and the environments they’ve been in and stop giving them 500 different drugs that they don’t have any idea what it’s doing to that individual,” Byers adds.

Making their case

Faison says he was once like many lawmakers in the General Assembly. He thought anyone who used marijuana was a "pothead."

But since holding Josie Mae in his hands when she was only 6 months old, he’s been studying the medical uses of can-

nabis and changed his mind.

He went on a tour of Colorado into the Middle East after several

sessions, Holt contends the bill

proponents know what’s com-

ing in the form of opposition.

The opposition

These medical marijuana proponents know what’s coming in the form of opposition.

While lawmakers such as House Majority Leader Glen Casada say they want more medical proof before backing this cannabis derivative, others are more critical.

Immediately after Faison and Dickerson introduced their bill, Republican Rep. Andy Holt of Dresden posted a Facebook message, according to reports, saying the bill is designed for only one thing, “smoking weed – plain and simple.”

As with many other mea-

sures, Holt contends the bill sponsors are seeking sympathy by saying it’s for children and veterans.

“This is a step towards legalizing a drug that is dangerous,” Holt writes, “I’ll have

to have up to three dispens-

ary and they could supply

third-party dispensaries.

Tennessee could have a maximum of 150 dispensaries statewide, stores able to sell edibles, vapes, edibles, pads, creams, smokeless items, capsules and paraphernalia. Dispensaries could contract with any state-licensed grower, and complete security would be required.

All cannabis products would be subject to a 5 percent sales and use taxes, the Office of the State and Federal Courthouses.

For details, call or email Barry Abbott, Bar-

ney Abbott, PLLC

Cavett & Abbott, PLLC

is an established downtown litigation law firm with offices next door to the

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423-265-8804; babbott@cavettandabbott.com. All inquiries are strictly confidential.
When you retire, where can you find investment income?  

As an investor, your main goals will change at different times in your life. During your working years, you need to grow as many resources as possible for retirement. Once you retire, however, you will likely need to focus more on getting income from your investments. But what are your options? There's no shortage of income-producing investments, of course. You might immediately think of bonds, which can provide regular interest payments and probable preservation of principal, provided the bonds are considered "investment grade." 

Still, if interest rates are low when you retire—as they have been for several years now—bonds might not provide you with as much income as you need. And just as importantly, the income you receive from most bonds won't rise over time, leaving you susceptible to inflation and the loss of purchasing power.

Consequently, you may also need to explore other types of income-generating vehicles, including dividend-paying stocks and real estate investment trusts (REITs). Some stocks have not only paid but also increased their dividends for many consecutive years. These stocks have historically provided the potential for rising income to help combat inflation and are typically well-run companies that strive to reward their investors.

Nonetheless, you need to recognize that even these stocks are not obligated to pay you dividends, and they are free to lower or discontinue them at any time without notice. Now, let's turn to a second type of potential income-producing asset: Real estate investment trusts (REITs).

Different types of REITs are available. For example, equity REITs invest in own and commercial properties, such as hotels and shopping centers, while mortgage REITs, as the name suggests, own and invest in property mortgages. Is one form of REIT better than another? There's no simple answer. On the one hand, mortgage REITs are considered riskier than equity REITs. However, mortgage REITs often pay quite large dividends, although the payout can be inconsistent. (Like all REITs, mortgage REITs must pay 90% of their taxable income to investors in the form of dividends. Due to this requirement, REITs generally need to raise capital to finance their growth plans, and this necessity can affect their share prices.)

Other factors, such as changing interest rates, will affect the value of mortgage and equity REITs differently. Specifically, rising interest rates will likely cause the market value of the property mortgages inside mortgage REITs to fall, whereas equity REITs, which own actual buildings, might actually benefit if the Federal Reserve raises interest rates, as such a move would bring a strong economy, more jobs and greater demand for office space. In the short term, though, even equity REITs can react negatively to an interest-rate increase. But over the long term, this movement can be offset by the benefits of earnings and dividend growth enjoyed by a growing economy. Clearly, there's much to think about when considering potential income-producing options such as bonds, dividend-paying stocks and REITs.

Ultimately, you will need to weigh the merits and risks of these investments—including interest rate risk, credit risk and market risk— and determine which of them, or combination of them, are most appropriate for your needs.

This article was written by Edward Jones for use by your local Edward Jones Financial Advisor (member SIPC). Contact Stan at Stan.Russell@edwardjones.com.
City accepting applications for Tech Workforce Program

The City of Chattanooga Department of Youth and Family Development (YFD) and TechTown have opened applications for the Tech Workforce Program. This pilot program will establish and test a Tech Workforce Program initiative in two of Chattanooga’s YFD centers – South Chattanooga and Brainerd.

TechTown, awhen the TWCP TechTown will train and educate a work pipeline of Chattanooga-based adult talent that can be matched to open technology or other related jobs with local employers. The TWCP is an opportunity for adults, primarily ages 17–50, to acquire the basic skills the local workforce demands. This seven-week learning program aims to provide underemployed or unemployed adults with 21st-century technology and coding skills needed for better employment.

All classes are free for applicants who are selected, with a commitment of nine hours per week. Classes tentatively will begin in late February and be held on Tuesdays and Thursdays from 6–9 p.m. at the South Chattanooga YFD and Brainerd YFD locations on Saturdays at Tech Town from 11 a.m.–2 p.m. Attendance for all classes is mandatory, with childcare, meals and transportation available.

Adults interested in learning to code can apply at techtown.typeform.com/to/ov8WIh. For more information, contact Chris Ramsey, director of Tech Town at cramsay@goetchstown.org, or visit www.goetchstown.org.

Source: City of Chattanooga

MARIJUANA From page 3

NOTHING to do with it, other than fight it to the bitter end.” Dickerson and Faison understand the criticism. But they and thousands of others looking for a solution to Tennessee’s opioid addiction crisis (about 1,500 overdosed on opioids in 2015) believe medical marijuana could be the answer with a very limited psychotropic effect.

In fact, Dickerson says many people he’s talked to while on the job would rather risk getting in trouble for using marijuana to deal with pain than continue using opioids. But what about the risk of medical pot getting into the hands of people who don’t have a medical card?

“Diversion is a risk with any medication,” Dickerson says, along with alcohol and tobacco. Recreational cannabis is readily available in high schools and middle schools across Tennessee, he adds, noting teenagers tell him it’s easier to get than alcohol.

“So it doesn’t make sense to me that you have a critically ill person that gets a cannabis-de- rived product that may be pretty low in THC, it may have a very limited psychotropic effect, and have that diverted to a teenager who could have gone and gotten it from a street corner, figuratively,” he points out.

The association also wants to eliminate “gun-free zones,” make the claim of self-defense immune to criminal charges and change commercial property liability laws to make employers liable for the safety of employees and guests if they ban firearms.

Conversely, the Safe Ten nessee Project is expected to continue pushing a measure dubbed Makayla’s Law, making it a violation for a person to “recklessly” leave a gun available for a child under 13 to use.

The legislation stems from a case in which an 11-year-old boy was found delinquent of killing 8-year-old MaKaya Dyer after taking his father’s shotgun from their mobile home in Jefferson County two years ago.

Medical marijuana

After passing legislation allowing people to use can nabis oil for medicinal purposes, state Rep. Jeremy Faison wants to ex pand his efforts this session to apply to medi cal marijuana.

Faison, a Cosby Republi can from East Tennessee, and state Sen. Steve Dickerson, a Nashville Republican and anesthesiologist, are sponsor ing a tightly-constructed bill to decriminalize the growing, manufacturing, dispensing and using of medical marijuana.

Making sense of this will be a tough task for Faison and Dickerson in 2017. Even though more than half the states in the nation allow medical marijuana (providing access to more than 60 percent of the populace), they’ll run into dozens of lawmakers such as Holt who already have their minds set.

They won’t budge, either, until they run into a personal crisis affecting them or their family — or until voters decide to put someone else in office.

Eventually, Tennessee will catch up with the rest of America.

Sam Stockard can be reached at sstockard44@gmail.com.
SUBSTITUTE TRUSTEE’S SALE

Sate at public auction will be on January 19, 2017 at 10:00 AM local time, at the west door, Hamilton County Courthouse, 625 Georgia Ave., Chattanooga, Tennessee pursuant to Deed of Trust executed by Invisus Capital Management, LLC, a Delaware limited liability partnership, as trustee, to Shapiro & Ingle, LLP, a Tennessee limited liability partnership, as trustee for Washington Mutual Bank, FA on July 31, 2006 at Book GI 7874, Page 382, said Register’s Office. Default has occurred and the entire indebtedness has been declared due and payable. The right is reserved to adjourn the day of sale to another day, time, and place in the said Register’s Office.

Sate at public auction will be on January 19, 2017 at 10:00 AM local time, at the west door, Hamilton County Courthouse, 625 Georgia Ave., Chattanooga, Tennessee pursuant to Deed of Trust executed by Invisus Capital Management, LLC, a Delaware limited liability partnership, as trustee, to Shapiro & Ingle, LLP, a Tennessee limited liability partnership, as trustee for Washington Mutual Bank, FA on July 31, 2006 at Book GI 7874, Page 382, said Register’s Office. Default has occurred and the entire indebtedness has been declared due and payable.

The following real estate located in Hamilton County, Tennessee, will be sold to the highest qualified bidder:

Beginning at a point in the Eastern Line of McBrien Road, at the Southwest corner of the said McBrien Road and the Southern Line of a fifty (50) foot roadway easement affecting title to the above described property, and described as a twenty-five (25) foot radius, which shall constitute a covenant running with the land. for the purport of which $500.00 was tendered to the Substitute Trustee.

The street address of the above described property is believed to be 4708 Metro Park Ln, Chattanooga, Tennessee 37416, and such address is not a part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

As the case may be, the purchaser shall have no remedy. If the Substitute Trustee rescinds the sale, the purchaser shall only be entitled to a return of any monies paid as a deposit for the purchase price, the Substitute Trustee may deem the sale final in which case the purchaser shall have no remedy.

This sale is subject to, without limitation, all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory right of redemption of any governmental agency, state or federal; any liens or encumbrances which are not shown in the records of the Register of Deeds; and any prior liens or encumbrances including those created by a fixture filing or any applicable homestead exceptions, or setoff claims; all claims or other matters, whether of record or not, which may encumber the purchaser’s title or any other matter that may be shown by the survey of the premises might disclose.

The following parties may claim an interest in the abovesaid property to be affected by the foreclosure:

Any judgment creditor or lien holder with an interest subordinate to the said Deed of Trust or any party claiming by, through, or under any of the foregoing parties, certain liens or encumbrances which are not shown in the records of the Register of Deeds; and any prior liens or encumbrances including those created by a fixture filing or any applicable homestead exceptions; all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

The right is reserved to adjourn the day of the sale to another day, time, and place in the said Register’s Office.

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File No. 16-107983
Dec. 30, 2016 Jan. 6, 2017 Ht7590
SUBSTITUTE TRUSTEE’S SALE

Sate at public auction will be on January 19, 2017 at 10:00 AM local time, at the west door, Hamilton County Courthouse, 625 Georgia Ave., Chattanooga, Tennessee pursuant to Deed of Trust executed by Invisus Capital Management, LLC, a Delaware limited liability partnership, as trustee, to Shapiro & Ingle, LLP, a Tennessee limited liability partnership, as trustee for Washington Mutual Bank, FA on July 31, 2006 at Book GI 7874, Page 382, said Register’s Office. Default has occurred and the entire indebtedness has been declared due and payable.

For Prior Title see Warranty Deed of record in Book 8386, Page 117, in the Register’s Office.

Sate at public auction will be on January 19, 2017 at 10:00 AM local time, at the west door, Hamilton County Courthouse, 625 Georgia Ave., Chattanooga, Tennessee pursuant to Deed of Trust executed by Invisus Capital Management, LLC, a Delaware limited liability partnership, as trustee, to Shapiro & Ingle, LLP, a Tennessee limited liability partnership, as trustee for Washington Mutual Bank, FA on July 31, 2006 at Book GI 7874, Page 382, said Register’s Office. Default has occurred and the entire indebtedness has been declared due and payable.

The right is reserved to adjourn the day of the sale to another day, time, and place in the said Register’s Office.

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File No. 16-108453
Dec. 30, 2016 Jan. 6, 2017 Ht7592
SUBSTITUTE TRUSTEE’S SALE

Sate at public auction will be on January 19, 2017 at 11:00 AM local time, at the west door, Hamilton County Courthouse, 625 Georgia Ave., Chattanooga, Tennessee pursuant to Deed of Trust executed by Jason Delmar Equity, LLC, a Tennessee limited liability partnership, as trustee for SunTrust Bank on July 26, 2007 at Book GI 8637, Page 97; conducted by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee, all of record in the Hamilton County Register’s Office. Default has occurred and the entire indebtedness has been declared due and payable.

For Prior Title see Warranty Deed of record in Book 8386, Page 117, in the Register’s Office.

The street address of the above described property is believed to be 4708 Metro Park Ln, Chattanooga, Tennessee 37416, and such address is not a part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

As the case may be, the purchaser shall have no remedy. If the Substitute Trustee rescinds the sale, the purchaser shall only be entitled to a return of any monies paid as a deposit for the purchase price, and shall have no other remedy. If the Substitute Trustee tendered the purchaser the purchase price, the Substitute Trustee may deem the sale final in which case the purchaser shall have no remedy, or the Substitute Trustee may rescind the sale in which case the purchaser shall have no remedy, or the Substitute Trustee may rescind the sale in which case the purchaser shall have no remedy.

This sale is subject to, without limitation, all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory right of redemption of any governmental agency, state or federal; any liens or encumbrances which are not shown in the records of the Register of Deeds; and any prior liens or encumbrances including those created by a fixture filing or any applicable homestead exceptions; all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

The following parties may claim an interest in the abovesaid property to be affected by the foreclosure:

Any judgment creditor or lien holder with an interest subordinate to the said Deed of Trust or any party claiming by, through, or under any of the foregoing parties, certain liens or encumbrances which are not shown in the records of the Register of Deeds; and any prior liens or encumbrances including those created by a fixture filing or any applicable homestead exceptions; all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

The right is reserved to adjourn the day of the sale to another day, time, and place in the said Register’s Office.

Go to www.HamiltonCountyHerald.com for thousands of public records and public notices.

File No. 16-107979
Dec. 30, 2016 Jan. 6, 2017 Ht7591
This property is being sold with the express reservation that the right to quiet title subject to confirmation by the lender or trustee. This sale may be rescinded only by the Substitute Trustee at any time, if any of the following is not true: (A) The sale price is payable in full upon acceptance of the successful bidder; (B) This property is being sold free and clear of all liens, encumbrances, easements, or setback lines that may be applicable; (C) The legal description herein is accurate; (D) Any right of equity of redemption, statutory or otherwise, and homestead are waived in favor of the Substitute Trustee. The right is reserved to adjourn the day of sale to another day, time and place certain without further publication, upon announcement at the said place for the sale set forth above. If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified or bank cashier's check payable to or endorsed to Shapero & Ingles, LLP. No personal checks will be accepted. To this end, you must bring sufficient funds to outbid the lender and any other bidders. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.

The right is reserved to adjourn the day of sale to another day, time and place certain without further publication, upon announcement at the said place for the sale set forth above. If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified or bank cashier's check payable to or endorsed to Shapero & Ingles, LLP. No personal checks will be accepted. To this end, you must bring sufficient funds to outbid the lender and any other bidders. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.

This property is being sold with the express reservation that the right to quiet title subject to confirmation by the lender or trustee. This sale may be rescinded only by the Substitute Trustee at any time, if any of the following is not true: (A) The sale price is payable in full upon acceptance of the successful bidder; (B) This property is being sold free and clear of all liens, encumbrances, easements, or setback lines that may be applicable; (C) The legal description herein is accurate; (D) Any right of equity of redemption, statutory or otherwise, and homestead are waived in favor of the Substitute Trustee. The right is reserved to adjourn the day of sale to another day, time and place certain without further publication, upon announcement at the said place for the sale set forth above. If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified or bank cashier's check payable to or endorsed to Shapero & Ingles, LLP. No personal checks will be accepted. To this end, you must bring sufficient funds to outbid the lender and any other bidders. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.

This property is being sold with the express reservation that the right to quiet title subject to confirmation by the lender or trustee. This sale may be rescinded only by the Substitute Trustee at any time, if any of the following is not true: (A) The sale price is payable in full upon acceptance of the successful bidder; (B) This property is being sold free and clear of all liens, encumbrances, easements, or setback lines that may be applicable; (C) The legal description herein is accurate; (D) Any right of equity of redemption, statutory or otherwise, and homestead are waived in favor of the Substitute Trustee. The right is reserved to adjourn the day of sale to another day, time and place certain without further publication, upon announcement at the said place for the sale set forth above. If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified or bank cashier's check payable to or endorsed to Shapero & Ingles, LLP. No personal checks will be accepted. To this end, you must bring sufficient funds to outbid the lender and any other bidders. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.
**For Sale Notice**

**NOTICE OF TRUSTEE’S SALE**

The property described in this Notice shall be sold at public auction on January 19, 2017, at 9:00 A.M., at the Hamilton County Courthouse, Chattanooga, Tennessee, at the Main Street entrance to the Courthouse, and at the option of the owner, this Sale shall be adjourned to another day, time and place certain without further public notice, upon the payment of the delinquent taxes, if any, and any other amounts due and unpaid with all reasonable costs with respect to the proceedings and property set forth above. Any person claiming an interest in the property described in the Notice, including any party entitled to notice thereof, may appear and object to the proposed Sale by filing an answer and proof of service in the Circuit Court of Hamilton County, Tennessee, and by giving notice to the Substituted Trustee and the sale shall then be held subject to his sale.

NOTICE OF TRUSTEE’S SALE

**Tenn. Code Ann. §35-27-208**

A Notice of Trustee’s Sale is hereby given of an ORAL Sale on January 19, 2017, at 9:00 A.M., at the Hamilton County Courthouse, Chattanooga, Tennessee, of a certain property situated in Hamilton County, Tennessee, being described as follows:

- **Lot 97-A, Resubdivision of Lots 93 thru 98, Lake Vista Subdivision, Chattanooga, Tennessee**, as shown by plat recorded in Book PG 22, Page 84, in the Register’s Office of Hamilton County, Tennessee, to which plat reference is hereby made for a more particular description of the property.

The property is to be sold subject to all Mtg. 7425 and T.C.A. §67-1-1433. If applicable, the notice requirements of T.C.A. 35-5-117 have been met.

Any person claiming an interest in the property described in the Notice, including any party entitled to notice thereof, may appear and object to the proposed Sale by filing an answer and proof of service in the Circuit Court of Hamilton County, Tennessee, and by giving notice to the Substituted Trustee and the sale shall then be held subject to his sale.

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**SPECIFICATIONS**

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Notice of Trustee's Sale

Wells Fargo Bank, N.A., will, on behalf of W&A No. 318963, its successors and assigns, as Substitute Trustee, and in the name of Executors of WAYNE JONES, Executors of the Estate of ALFONSO WILKERSON, deceased, will sell, at public auction to the highest bidder for cash, on or before the 20th day of January, 2017, the time being announced at the time and place for the sale set forth above.

WHEREAS, default having been made in the payment when due of the principal sum of $82,650.00, with interest thereon at the rate of 6% per annum, due and payable on the 16th day of September, 2016, on a mortgage note of even date, executed by WAYNE JONES, Executors of the Estate of ALFONSO WILKERSON, deceased, and recorded at Record Book GI 10307, Page 28, in the real property records of Hamilton County, Tennessee, being Lot 21, Block B, Revised Plat of 50 Acres, South of Ocoee District, being a part of the County of Hamilton, State of Tennessee, being a part of the Southern line of Boy Scout Road, said Southern line being the eastern boundary of the property herein described, and being more particularly described as follows: All that certain real property situated in the County of Hamilton, State of Tennessee, being certain real property described in the instrument of trust to create a trust for the benefit of JPMorgan Chase Bank, N.A., as regarding the Mortgagor, the Mortgagee or the Trustee for NovaStar Mortgage Funding Trust, the property is believed to be 1601 Truman Ave., Chattanooga, Tennessee, being more particularly described as follows:

This sale is subject to all matters shown by any applicable recorded plat; any restrictive covenants, easements, or other encumbrances as well as any priority created by a fixture filing; and to any matter that an ac- quisitive estoppel, set-off, or redemption might affect the said property. In addition, the following parties may claim an interest in the above-referenced property: WAYNE J. PEIRCY and MARY J. PEIRCY.

The sale is noticed hereby to the Persons in Possession of the above-described property, their executors, administrators, successors in interest to JPMorgan Chase Bank, N.A. as regarding the Mortgagor, the Mortgagee or the Trustee for NovaStar Mortgage Funding Trust, the property is believed to be 1601 Truman Ave., Chattanooga, Tennessee, being more particularly described as follows: All that certain real property situated in the County of Hamilton, State of Tennessee, being certain real property described in the instrument of trust to create a trust for the benefit of JPMorgan Chase Bank, N.A., as regarding the Mortgagor, the Mortgagee or the Trustee for NovaStar Mortgage Funding Trust, the property is believed to be 1601 Truman Ave., Chattanooga, Tennessee, being more particularly described as follows:

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Foreclosure Notices

Continued from page 9

25, 2000, by Ceci Ballo to Arnold M. Weiss, Attorney for the Beneficiary, the record in the Office of the Register of Hamilton County, Tennessee, in Record Book GI 5608, Page 2562. The record of trust deed was recorded in Book 10018, Page 1, and the undersigned has been appointed Substitute or Successor Trustee by said Beneficiary, all of record in Book 10018, Page 361. The record of trust deed was recorded in Book 2917, Page 906, in the Register’s Office of Hamilton County, Tennessee.

TJ C. Babb, as successor by name change to T.J. C. Babb, having been appointed Substitute Trustee by Beneficiary, all of record in Book E, Volume 29, Page 326, in the Register’s Office of Hamilton County, Tennessee, has filed and caused to be recorded in an instrument recorded in Book 544, Page 188, in the Register’s Office of Hamilton County, Tennessee.

All matters shown on survey prepared by said Beneficiary, all of record in Book 2126, Page 641, in the Register’s Office of Hamilton County, Tennessee.

This sale is subject to liens, easements, actions, and other matters, and is subject to the right of redemption of taking title by any person in good faith before the sale, and to any matter that an accurate survey of the premises might disclose. This property is being sold with the express reservation that it is subject to confirmation by the lender or Substitute Trustee. This sale may be rescinded at the Successor Trustee’s option at any time. The highest and best bidder:...

NOTICE OF SUBSTITUTE TRUSTEE’S SALE WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated January 27, 2008, executed by Marilynn Goin, Elvis Holder, and Union Community Bank, as successors in interest to the Borrowers, to Todd R. Wadene Tallent, conveying certain property...
GATHERING YOUR RESOURCES FOR THE FUTURE

FIND YOUR IDEAL EQUITY-MARKETED HOME

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**RECOMMENDED READING**

**FOR THAT PURPOSE.** Rubin Lublin TN, PLLC, as Substitute Trustee or his
designee or agent, will announce the time, place certain
without further publication, upon an
adjudication at the time and place set forth above. All right and
property is due and payable at the conclusion
of the auction in the form of a certified/
bank check made payable to or endorsed to
Shapiro & Ingle, LLP. No personal checks
will be accepted. To this end, you must bring
sufficient funds to outbid the lender and any
other bidders. Insufficient funds will not be
accepted. Amounts received in excess of the
winning bid will be refunded to the successful
purchaser at the time the foreclosure deed is
declared. This property is being sold with the express
reservation that the sale is subject to confirmation by
the lender or trustee. The sale may be rescheduled to
another day, time, and place at the option of
the lender or Substitute Trustee. This sale may
be adjourned without notice, and the sale
shall be subject to all matters shown on
any recorded plat; restrictive covenants, easements, or setback lines that may be
a part of the legal description of the
property; and any matter that an accurate
survey of the premises may disclose.

THEREFORE, notice is hereby given that the
sale will be adjourned to another day,
time, and place certain without further publication,
upon an adjournment at the time and
place set forth above. All right and
equitable title to the property described
shall be sold at the public sale, the
purchaser shall only be entitled to a
redemption by the lender or Substitute Trustee.
The property will be sold to the highest
call bidder: Don Donald Duncan, Sr., Sandra W. Duncan, and/or the lender or
Substitute Trustee as Trustee of the
property described in the above
paragraphs. The purchaser will receive
a deed recorded in Book GI 9312, Page
1049 of the Register's Office of Hamilton
County, Tennessee, but such deed is
subject to all matters shown on
any applicable recorded plat; restrictive
conditions, easements, or setback lines that may be
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THEREFORE, notice is hereby given that the
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For more information, visit www.HamiltonCountyHerald.com

Hampton County, Tennessee:

SUBSTITUTE TRUSTEE’S SALE

January 26, 2017 at 10:00AM local time, at the west door, Hamilton County Courthouse, 625 Georgia Ave., Chattanooga, Tennessee pursuant to the order of the Hamilton County Register of Offices, Office 8384, in Book 3783, page 982, and in Book 3784, page 1, respectively, in the Register’s Office of Hamilton County, Tennessee.

SUBJECT TO restrictions and conditions as set forth in record Book 2166, page 186, in the Register’s Office of Hamilton County, Tennessee.

SUBJECT TO six (6) foot side yard setback lines as set forth in record Book 2166, page 186, in the Register’s Office of Hamilton County, Tennessee.

SUBJECT TO (6) (foot) drainage easement lines as set forth in record Book 2166, page 186, in the Register’s Office of Hamilton County, Tennessee.

SUBLICTOTE TO eight (8) foot utility easement as shown on plan.

The source of the grantor’s interest is a deed recorded in Book 3720, Page 578 in the Register’s Office of Hamilton County, Tennessee.

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The Jenkins Perspective

A bowling alley as catalyst for ‘midTown’

The Holiday Bowl, in all its decaying glory, sat in the middle of an equally run-down part of Brainerd for the past 30 years.

It had its regular leagues, its faithful rock star wannabes hanging out at the karaoke bar. With other alleys in East Ridge and North Georgia going out of business, it seemed to be good business just to exist.

But Holiday Bowl didn’t last, ceasing to exist earlier in 2016. After closing its doors briefly this summer, it re-opened in October as SpareTime, something totally different from anything Chattanooga has ever seen.

The word is still just getting out.

“Chattanooga has no idea what it has here,” says Dewayne Gass, a longtime Chattanooga developer. “What we’ve done here is absolute upscale, the top of the top.”

SpareTime Entertainment purchased by a privately-owned Northeastern-based company several years ago at the same time Hixson’s Holiday Bowl was bought. Now, the two venues have been transformed.

A half-million dollars was sunk into the Hixson SpareTime to make it a state-of-the-art lane. Upwards of 5 million dollars was spent on the aging Brainerd Road Holiday Bowl building to transform it into something, as Gass says, the city has never seen before.

“They operated the two (Holiday Bowls) for a number of years until they decided what to do with them,” Gass explains. “They put the SpareTime brand on them only after they were renovated to their satisfaction.”

Bowling you over

A 100-year old bowling alley enjoyed the refurbished (except, me, retrofitted) Brainerd facility still has plenty of lanes to accommodate leagues, to be sure.

But when you walk inside the place, the first thing you see is a snazzy, upscale bar. The spacious gathering place serves as the convention- bowling from two other sections. On one end, there are a private series of lanes that can accommodate a birthday party or fraternity, adjacent to a spectacular VIP room that has its own bar, tables, lanes and, above all, luxury.

On the opposite end of the building, a large space that the dark, stark karaoke bar once occupied, is now the biggest, most elaborate game room this side of Dave and Buster’s. In fact, a downsized version of D&B’s three-ring circus is exactly what the designers have in mind.

“If you want to have just a party, you can do that,” Gass points out, having to shout over the noise of a New Year’s Eve crowd. “If you want to go bowling to be a part of it, you can do that. If you want to have laser tag or a bunch of games, you can do that.”

Gass’ hands-on experience with Brainerd goes all the way back to the first Haunted House at Sir Goony’s some 20 years ago. This year, for the first time since he got that project off the ground, he was not a part of it.

“I gave up everything else for this,” he adds, with a smile. “The company sent me down to Birmingham to see what they’ve done down there, and I was sold.”

What they’d done, specifically, is retrofit an existing space, the way they’d done through-out the Northeast before branching out in the Carolinas and to Alabama. The amount invested varied, of course, but in the millions. But now the company is taking the next step, going up in Greenville, South Carolina, a SpareTime they are custom building from the ground up.

Its price tag: a cool $14 million.

But until that space-age facility is open for business, the SpareTime on Brainerd Road stands as the newest showplace of the ambitious corporation.

‘Heart of midTown’

But why, you ask, spend $5 million on a building located next to a closed optical center and an ancient car wash? A building that has one access road that looks like something from World War II-era France. A building located next to the skeleton of a once-vibrant mall that had turned into, in large part, a ghost town.

“This place,” says Ryan Dean, SpareTime entertainment manager, “is the heart of midTown.”

midTown. A simple enough word, but alien to residents of Chattanooga. Brainerd is Brainerd, they say, just like Red Bank is Red Bank, Tyner is Tyner and Ridgeside is an elitist gated community that blocked off city streets just because they could.

But I digress.

The midTown plan is as ambitious a project as any-one has ever devised for the concrete sprawl that is Brain- erd Road and its adjoining arteries. Brainerd Road, at first glance, would seem so hope-lessly beyond help that even the churches go out of business.

Once you go past the walled-off opulence that is the McCal- le School and pop out the other side of the Missionary Ridge Tunnel, you find yourself in the first neighborhood of Brainerd/ midTown, Olde Town.

Once upon a time, the city’s best (only) comedy club called this block home, but it has departed along with a half-dozen other businesses. Before that, Chattanooga’s best hamburger ever came out of a small storefront here called Leonard’s. Half a block down, a prestigious home of the arts for years, the Little Theater, once was part of this neighborhood as well.

Across the street, what was once a wonderful looking turn-of-the-century service station is now a nail salon.

When you come upon the major intersection, you see signs of life: a couple of pharmacies, a new mega service station (adjacent to an even newer liquor store!), a beauty boutique, a car parts place.

But long gone from the corner of Brainerd Road and Germantown was the home office of Olan Mills, once one of the largest photography concerns in the Southeast. Now the only thing that keeps its brand name from being forgotten is its distinctive logo on so many photos of people on its obituary page.

Go a little farther down, past the kidney dialysis place that used to be a Food Lion, you see the big open lot that was once home to Ed Smith’s barbecue place – the best in town, bar none. When Smith, a former NFL player, closed it, the build- ing was bulldozed. Nearly two decades later, that lot is only home to used cars dropped off by neighborhood residents and the occasional gypsy marketer.

Just past that is a custom car lot in a unique building that was once home to the area’s most popular ice cream joint, Kay’s Kastle.

Two churches, or what were once churches, are on the left. Between them is an eight-lane parkway that leads to what used to be Brainerd Junior High. Back around that same road, unbelievably, is an actual observatory that has been part of the neighborhood since 1938.

There are signs of develop- ment, if not growth, as you continue town the main drag. A new Burger King thrives right across the street from the McDonald’s, a made-to-order fast food place does an booming business on a space once occu- pied by the old Burger King. Past the SpareTime building, the occupied spaces and the vacant spaces seem to be about equal, but then you come upon what has been, until now, Brainerd’s principal destina- tions the last two decades: Bud’s, a venerable sports bar with a zillion TV’s, bigger and busier than ever since it took over the old Red Lobster and, on the other side of the street, in the old Shoney’s, is the newly remodeled Hooters. Make no mistake. For all its vacant storefronts, Brainerd is nowhere near dead.

Every neighborhood in America has felt the same squeeze on its small businesses. And now, perhaps, it isn’t even
Dobbs had a great run, but Manning is still No. 1

Tennessee senior Joshua Dobbs has created a quarterback controversy.

Dobbs finished his college career Dec. 30 when UT beat Nebraska 38-24 in the Music City Bowl in Nashville. He accounted for 409 total yards – 291 passing and 118 yards rushing – and was chosen the game’s MVP.

With three rushing touchdowns against Nebraska, Dobbs had 12 for the season, breaking the single-season record by a quarterback (11) he shared with Heath Shuler.

Dobbs had 3,777 total yards this season – second most in a single season behind Peyton Manning’s 3,789 in 1997 – and would have broken the record if not for dropped passes in the bowl game.

Dobbs completed his UT career with 9,298 total yards – third best in UT history behind Manning’s 11,201 yards from 1994-97 and Casey Clausen’s 9,707 from 2000-03. Therein lies the quarterback controversy.

Where does Dobbs rank among UT quarterbacks in the past 50 years? Let the debate begin.

Here is my top 10:

No. 1: Peyton Manning (1994-97)

Record as starter: 39-6-0 (.867)

Peyton haters won’t like this pick because he never beat Tennessee. I get it. Going 0-0 for 3-against the Gators is painful. As a freshman in 1994, Manning was the third-string quarterback behind Jerry Colquitt and Todd Helton at the start of the season. Colquitt suffered a season-ending injury in the opener.

Helton was the starter the next three games – including the 31-0 loss to Florida in the third game – and Manning took over as the No. 1 QB when Helton was hurt in the fourth game against Mississippi State.

After wins over Washington State and Arkansas in Manning’s first two starts, UT lost to No. 10 Alabama 17-13 on Oct. 15 for Manning’s first loss. UT (8-4, 5-3 SEC) won its last five that season, including a 45-23 win over Virginia Tech in the Gator Bowl.

In 1995, No. 8 Tennessee led No. 4 Florida 30-14 late in the first half, but the Gators scored 48 consecutive points on their way to a 62-37 win in Gainesville. It was the only loss that season for UT (11-1, 7-1 SEC, second in East Division), which beat Ohio State 20-14 in the Citrus Bowl.

Manning threw four interceptions against Florida in 1996 when the No. 4 Gators held off the Vols, 35-29. In the same game, Manning threw for a school-record 492 yards and four TDs as UT rallied from a 35-0 deficit. But you can’t forget the picks.

The Vols were upset by Memphis 21-17 on Nov. 9, but finished 10-2 in 1996, 7-1 and second in the East, and beat Northwestern 48-28 in the Citrus Bowl.

Manning returned for his senior season in 1997 for several reasons: to beat Florida, win the Heisman Trophy, win the SEC and win the national championship. UT lost to Florida 33-20 in Gainesville on Sept. 20, but won the SEC East with a 7-1 record.

However, Manning didn’t win the Heisman (He went to Michigan’s Charles Woodson). And after the Vols lost Auburn 30-29 in the SEC championship game, they lost to Nebraska 54-40 in the Orange Bowl in Manning’s final game.

Manning set the UT single-season passing record for yardage (3,819) and touchdowns (26), with his 3,789 yards in 1997 – and a single season behind Peyton this season – second most in UT history with 407 passes and 3,967 yards – 966 rushing and 3,102 passing – in three seasons. NCAA rules didn’t allow freshmen to play until 1972.

His sophomore season with the Vols was the team’s best. In 1972, the Vols (10-2, 4-2 SEC) lost to Auburn and Alabama, but beat LSU 24-17 in the Astro-Bluebonnet Bowl.

UT was 8-4, 3-3 in the SEC in Holloway’s junior year with SEC losses to Alabama, Georgi a, and Ole Miss, and finished the year with a 28-19 loss to Texas Tech in the Gator Bowl. In Holloway’s senior year, Tennessee (7-3, 2-3-1 SEC) bounced back from a sea-son-ending tie against Vanderbilt by beating No. 10 Maryland 7-3 in the Liberty Bowl.

Holloway also was a star shortstop for Tennessee’s baseball team from 1973-75, but longtime UT fans remember him for the gridiron, not the diamond.

No. 3: Andy Kelly (1988-91)

Record as starter: 24-5-2 (.790)

Imagine if Condredge Holloway played in Tennessee’s zone-read option offense of today.

The Huntsville, Alabama, native was ahead of his time when he came to UT and became the first black quarterback to start an SEC football game. On any down, Holloway could turn a pass play into a big run gain with his prolific scrambling ability.

OK, so his record as a UT starter wasn’t that great. Neither were the Vols during Bill Battle’s tenure as head coach from 1970-76 (39-22-2). Holloway got the best interception-to-attempt ratio in UT history with 407 passes and just 12 interceptions.

He’s 12th on UT’s list for career yardage with 4,068 yards – 966 rushing and 3,102 passing – in three seasons. NCAA rules didn’t allow freshmen to play until 1972.

His sophomore season with the SEC and went to the Sugar Bowl. Kelly threw for 143 yards on 14-of-18 passing in the fourth quarter as the Vols beat previously unbeaten Virginia, 23-22. Nobody can forget UT’s Miracle at South Bend in 1991. Kelly was the quarterback. The Vols rallied from a 31-7 deficit for a 35-24 win over Notre Dame as Kelly threw for 259 yards and three touchdowns, including the go-ahead score to Aaron Haydn.

It was the highlight of the year, when UT went 8-2 in the regular season with back-to-back losses to Florida and Alabama. The Vols, 5-2 in the SEC, lost to Penn State 42-17 in the Fiesta Bowl in Kelly’s last game.

Kelly finished his UT career as the program’s passing leader in every major category, but Manning surpassed his records in the next few years.

Kelly is sixth in career total yardage (6,427) and sixth in career passing yards (6,392).

No. 4: Casey Clausen (2000-03)

Record as starter: 34-10-0 (.772)

Casey Clausen embraced the Manning legacy when he came to UT from Northridge, California. His 34 wins are second best for a UT starting quarterback behind Manning’s 39 wins.

Known for his calm, cool demeanor, “The Iceman” Clausen posted a 14-1 road record as the starting quarterback.

As a freshman, Clausen was a backup in preseason behind Joey Matthews and A.J. Suggs, who started the opener against Southern Miss. After five games, the Vols were 2-3 and UT coach Phillip Fulmer was ready for change.
What does ‘DOM’ mean and why is it important to know?

It seems that each industry has its own set of abbreviations and acronyms which become part of the lingo for the members, yet are a foreign language to nonmembers. The Real Estate Industry is no different, with a broker expired and it received an acceptable offer or agreement to purchase. Another use of DOM is the length of time a property was offered for sale before it was removed from the market. One may then ask why it’s important to know this statistic for a street, neighborhood or town when you’re looking at home values. Very simply, the smaller the days on the market are and whether they are trend ing public looks at a property are moving. The health of any real estate market, area or region. In general terms, DOM is a measurement of how long a property was for sale before it was removed from the market. One may then ask why it’s important to know this statistic. To tackle this challenge, Hite and his board of directors have set up task forces aimed at learning what those members need. “We’re going to look at the training and consulting we’re offering our members. We’re also going to do a task force on Northwest Georgia, which represents 20 percent of this market’s business,” Hite explains. “We want to know what we need to do to support and engage the agents who work there.”

Mark Hite
President, Greater Chattanooga Association of Realtors

Real estate

A life worth living

2017 GCAR president Mark Hite talks about giving back to his profession, community

By David Laprad

Realtor Mark Hite isn’t interested in merely earning a paycheck. He wants to lead a life worth living. To him, that means doing more than making a dollar; it means giving back in spades. For the next 12 months, Hite will have little choice but to give amply of his time and energy. As the 2017 president of the Greater Chattanooga Association of Realtors (GCAR), he has a full plate.

Hite was president of the association in 2012 but left unfinished business on the table. Item one on his agenda for the upcoming year is making sure GCAR never needs him, or any other old timer, to lead the association again.

“I came back because I saw an opportunity to engage our younger Realtors – our future leaders,” he says. “We don’t need to be recycling people like me.”

Encouraging more of the roughly 1,700 licensed Realtors who are members of GCAR to become actively involved with the association will be Hite’s top priority during his term as president. To tackle this challenge, Hite and his board of directors have set up task forces aimed at learning what those members need.

“We’re going to look at the training and consulting we’re offering our members. We’re also going to do a task force on Northwest Georgia, which represents 20 percent of this market’s business,” Hite explains. “We want to know what we need to do to support and engage the agents who work there.”

Hite says GCAR will also be taking its focus on governance to an unprecedented level in 2017. To that end, the association will be hosting the first forums for the mayoral and city council candidates running in the March 7 election. (See the Event Calendar on page one for details.)

“As an association, we’re charged with addressing the items that matter to homeowner s – things like crime, schools, property values, taxation and stormwater runoff,” Hite says. “Being involved in local elections is one of the ways we do this."

An experienced leader

Hite has substantial leadership experience beyond serving in various capacities at GCAR through the years. In his former life, he was a vice president for department store retailer Saks Incorporated, Hite oversaw 1,400 employees in five states. Currently, he leads a team of 20 real estate professionals at Keller Williams Realty. Hite has been growing his team since 2005, when he hired his first administrative assistant after attending a Keller Williams training class. He added buyer’s specialist Jason Carr in 2008 and then continued to grow his team to its current level.

The Greater Chattanooga Association of Realtors is The Voice of Real Estate in Greater Chattanooga. The Association is a regional organization with more than 1,700 members, and is one of more than 1,400 local boards and associations of Realtors nationwide that comprise the National Association of Realtors.

The Greater Chattanooga Association of Realtors services Hamilton and Sequatchie counties in southeast Tennessee, and Catoosa, Dade, and Walker counties in northwest Georgia.
The Critic’s Corner

By David Laprad
dlaprad@hamiltoncountyherald.com

‘La La Land’ is pure movie magic

Have you ever fallen in love with someone all over again? That’s what watching ‘La La Land’ felt like to me. As Emma Stone and Ryan Gosling sang and danced their way through the best film of 2016, I felt like I was falling in love with the movies for the first time.

I’ve loved films since I was young. But while I was watching ‘La La Land,’ a romantic musical written and directed by Damien Chazelle, which winds were stirred up inside of me. I was helpless against the storm. Many of the reasons I enjoy movies can be found in ‘La La Land.’ It’s creative, energetic and smart. It’s light and frothy fun, yet it has weight and substance of a good book. It’s the joy of being alive given form and motion.

This is a good time for ‘La La Land.’ Moviegoers have become cynical and rigid in their tastes and scorn anything that shatters the fourth wall. This makes musicals a hard sell.

But the vibrancy of ‘La La Land’ disarms audiences and draws viewers into a world in which people can, and do, break out in song and dance without a moment’s notice. ‘La La Land’ makes its intentions known right off the bat with a showstopper on a Los Angeles freeway.

It’s rush hour, cars are packed tight for miles and horns are blaring. A woman starts to sing along to the song on her radio. Then she gets out of her car and begins dancing. Then someone joins her. Before long, the entire cast of ‘La La Land’ is taking part in an elaborately choreographed set piece.

Among them is Stone’s Mia, an aspiring actress. She soon meets a kindred soul in Sebastian, a brilliant piano player who dreams of opening a jazz club.

Chazelle weaves several themes seamlessly throughout ‘La La Land.’ One is the way passion compels us to press forward even when the odds are against us. Another is the beauty we miss when we’re not looking. Mia and Sebastian are not only enthusiastic about what they do but talented as well, yet they’re invisible and unknown.

At first, Mia and Sebastian don’t like each other. But we know this is part of an age-old dance, and either the gravity of their circumstances or the magic of L.A. keeps drawing them to the same places and eventually, they couple up.

Chazelle made Mia and Sebastian easy to like: they’re optimistic and lively and they spout snappy dialogue. But the things that drew me to each of them were their love for their craft, their skill and their determination in the face of indifference.

In one scene, Mia is auditioning for a role. She pours out her soul and leaves it on the table. But the people there are distracted and don’t notice. Chazelle shoots the scene in one shot and focuses solely on Mia. Everything else is communicated through sound. This forces Stone to sell the moment and makes the audience experience it.

Then there’s the scene in which Sebastian takes Mia to a club after she says she hates jazz. As the band performs an upbeat bebop tune, Sebastian explains the origin of jazz and what’s happening as the musicians play. His passion is infectious.

I love the way Chazelle directs this scene, too. Instead of filming a single shot, the camera is everywhere, capturing the energy in the room. The editing is quick, like the tempo of the music, and Gosling delivers Sebastian’s dialogue with breathless excitement.

“There, the saxophone player just hijacked the song!” Sebast-

La La Land
Rated PG-13 for some language

By Sam Stockard

Tennessee’s lieutenant governor-in-waiting predicts Gov. Bill Haslam will propose a modest fuel-tax increase in early 2017 to bolster the state’s road and bridge construction program.

Republican Sen. Randy McNally of Oak Ridge, the Senate’s outgoing Budget Committee chairman and likely next Senate speaker, says his “reading of the tea leaves” projects Haslam asking legislators to raise gas and diesel taxes but equalize the rates, which are separated by 3 cents per gallon.

“I think it would be a single-digit type increase in what he proposes,” says McNally, who is expected to be elected to the leadership post by the GOP-controlled Senate when the 110th General Assembly convenes Jan. 10.

Tennessee’s 21.4-cent-per-gallon gas tax, including a 45.4-cent petroleum fee, raises roughly $660 million annually. It hasn’t been increased in a quarter-century, and Haslam has been broaching the idea for raising or reforming fuel taxes for more than two years to relieve travel congestion statewide. The state’s diesel tax is 18.4 cents per gallon.

Haslam is expected to make his State of the State address on Jan. 30, and a transportation funding proposal could come then. He discussed the matter with House and Senate leadership before the holidays.

“I think everybody just feels like, obviously, this is a big decision for the state, and they wanted a chance to think through it and talk through it with people in their district before they heard our proposal,” Haslam says. “And then at the appropriate time, obviously, we’ll come with our proposal.”

State Rep. Jimmy Matlock, who has chaired the House Transportation Committee, says he believes the governor-in-waiting will push for “comprehensive review” of funding for transportation, and he predicts lawmakers will be “open” to enacting a plan that will help the state over the next 20 years catch up on road projects.

“I am very open to listening to the governor’s proposal because my district seems receptive,” says Matlock, a Republican from Lenoir City.

He acknowledges his constituents in a largely rural area are more concerned about potholes and bridges, while residents in urban and growing areas are focused on traffic congestion.

Growth areas in need
Rutherford County Mayor Ernest Burgess, whose county population is projected to grow from 130,000 to 500,000 by 2035, says his “reading of the tea leaves” projects growth areas in need.

“Some areas are focused on traffic congestion, while others are concerned about growth, and even other cities and towns are more concerned about their existence,” says Burgess.

During this year’s legislative session, the General Assembly will have to approve a new state budget, and Burgess and other lawmakers will have to decide how to fund a plan that will help the state over the next 20 years catch up on road projects.

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“Everybody has an opinion on which way it’s going to go and no one really knows. All we can do is continue meeting and continue looking at different ideas we might want to have,” says state Rep. Cameron Sexton, a Crossville Republican chairing the task force.

Still, Sexton says he believes the state will be in a good position once it gets more direction from the Trump administration and Congress and finds out whether states might receive Medicaid block grants or more leeway to control how Medicaid funds are used.

Sam Stockard can be reached at sstockard44@gmail.com.
In my last article as president of the Home Builders Association of Greater Chattanooga (HBAGC), I want to take a moment to reflect back on a great and eventful 2016. This was a fantastic year for our association, the home building industry and the Chattanooga area.

It was a jam-packed year for HBAGC. Our association was excited to celebrate and host in March the Spring Home Show. It was another fantastic event that had over 8,000 attendees visit more than 500 booths.

HBAGC also added to its already proud history of community involvement and charitable giving. The association was pursued their goals of a career in the home building industry.

I’m also proud to report that HBAGC continued its mission to make sure our members are some of the most knowledgeable professionals in our industry. At our regular General Membership Meetings, HBAGC hosted some of the most respected professionals and educators in the industry, all of whom made presentations on a variety of topics.

This has also been a great year for the Chattanooga area and the home building industry. There have been 1,463 residential building permits issued in Hamilton County through mid-December 2016, which is a 29 percent increase compared to the same period in 2015. This is a pace that hasn’t been seen in Hamilton County since 2007. That’s great news for the Chattanooga area because it helps support over 3,000 jobs and will produce nearly $26.5 million in local government revenue.

While 2016 has been a strong year for our industry, HBAGC is committed to continue working with our local governments and community leaders to help assure we’re able to maintain this positive momentum far into the future.

It was an honor to serve as president of the Home Builders Association of Greater Chattanooga, a great organization that’s vital to its members and plays a crucial role in the entire community. While this may be the end of my official term as president, I’m more optimistic than ever that our association has a bright future.

I’m excited to welcome Mike Crossall as our incoming president, and I’m confident that with his leadership, 2017 will be another great year for our association.

For more information on the local home building industry or to find true industry professionals, contact the Home Builders Association of Greater Chattanooga at (423) 624-9992 or through hbagc.net.

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**Chris Mabee**
President, Home Builders Association of Greater Chattanooga

Threw to make significant financial contributions to some of our community’s best charitable organizations such as Habitat for Humanity and The American Cross.

HBAGC was also excited to present five different students with scholarships to help them pursue their goals as a career in the home building industry.

As a freshman in 2013, Dobbs didn’t become the starter until the fourth game of the season when Justin Worley was injured. He went 1-3 as the starter in 2013 with losses to Missouri (31-3), Auburn (55-23), and Vanderbilt (14-10) and a win over Kentucky (27-14).

As a sophomore, Dobbs was third string for the first start of the season behind Worley and Nathan Peterman. However, Worley was injured again, and when Peterman falttered against Alabama on Oct. 25, Dobbs took over in the first half. He went 4-1 as the starter of the season and was selected MVP of the TaxShayer Bowl when the Vols beat Iowa, 45-28. UT finished 7-6 for its first winning season since 2009.

In 2015, Dobbs started all 13 games and the Vols went 8-4 in the regular season, 5-3 in the SEC. UT beat Northwestern 45-6 in the Outback Bowl. Dobbs rushed for a school-record for a quarterback with 671 yards, which he broke this year with the team-high 831 rushing yards.

We all know what happened in 2016. Tennessee was picked to win the SEC East Division, but finished 4-4 in the league and 9-4 with the bowl win.

In his last five games at UT, Dobbs threw for 1,260 yards, ran for 511 yards, and accounted for 19 touchdowns. His completion percentage during that span was 74.2 percent.

Dobbs finished with 2,160 career rushing yards – first on the list for a UT quarterback – as well as 2,694 career yards through the air. Dobbs trails Manning (10,159), Kelly (6,427), Tyrod Taylor (6,278) and Ramsey (5,320) in career yards.

Dobbs’ 831 rushing yards is eighth on UT’s list for a quarterback – and he’s one of only two players on the list along with Johnny Majors.

Dobbs is eighth on UT’s list for a quarterback with the team-high 831 rushing yards.

Tennessee quarterback Erik Ainge had good freshman, junior and senior seasons wrapped around a disappointing second season in which he shared the job with Rick Clausen.

Tennessee wide receiver Collins Cooper missed.

The Vols beat Auburn 6-9 on Oct. 3, but lost tailback Jamal Lewis for the season to a knee injury. UT was an underdog the next week but won at No. 7 Georgia, 22-3.

Tennessee had another scare Nov. 14 when it fell behind Arkansas 21-3 in the first half. The Vols rallied for a 28-24 win.

In the SEC championship game, the Vols were held to 249 total yards, but Martin threw two TD passes in the win over Mississippi State.

Martin’s 79-yard touchdown pass to Peerless Price in the 1999 Fiesta Bowl was one of the most memorable TDs in UT history. It gave the Vols a 20-7 lead and helped secure the win and national championship.

Martin’s 24 consecutive completions in the 35-18 win over Alabama in 1998 is a school record. So is his 95.8-percent completion percentage on 23-of-24 passing in the 49-14 win over South Carolina.

Martin threw for 2,164 yards and 19 TDs with six interceptions in 1998 and completed 57.3 percent of his passes.

As a senior, Martin took the three losses of his starting career to Florida 23-21 on Sept. 18; to Arkansas 28-24 on Nov. 13; and to Nebraska 31-21 in the Jan. 2 Fiesta Bowl.

Martin is eighth on UT’s list for career yardage (5,206), and his 380 winning percentage as a starting quarterback is tops on UT’s list.

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**Tee Martin (1996-99)**

**Record as starter: 23-3-0 (.880)**

Tee Martin was the quarterback for Tennessee’s 1998 national championship team.

Enough said.

Martin is eighth on UT’s list for career yardage (5,206), and his 380 winning percentage as a starting quarterback is tops on UT’s list.

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**Ivanhoe Cross (1979-83)**

**Record as starter: 27-14 (.657)**

Ivanhoe Cross was Oregon’s 2003 Gatorade Player of the Year when he signed with UT out of Glencoe High in Hillsboro, Oregon.

During his first two seasons at UT, Ainge split time at quarterback with Rick Clausen, younger brother of Casey Clausen, president of the Home Builders Association of Greater Chattanooga, a great organization.
Clausen. Rick Clausen played his first two years at LSU and last two at UT (2004-05).

As a freshman in 2004, Ainge threw for 1,452 yards — second best for a UT freshman — despite playing only nine games and starting just one. He suffered a separated shoulder against Notre Dame on Nov. 6 and missed the last four games due to the injury.

UT went 10-3 in 1998, 7-1 in the SEC (tied for first in the East Division) and lost to Auburn 38-28 in the SEC championship game. The Vols then beat Texas A&M 38-7 in the Cotton Bowl and finished No. 15 nationally.

UT’s 2005 season was a disaster with Ainge and Clausen splitting time at quarterback. The Vols were ranked No. 3 starting the season and went 5-6, 3-5 in the SEC, and were unranked after an Oct. 29 loss to South Carolina.

Ainge threw for only 737 yards in eight games, five as the starter.

Ainge flourished as the fulltime starter in 2006, when he set UT’s season record for completion percentage (67.0%, surpassing Daryl Dickey’s 66.9% in 1985). He threw for 2,989 yards — second in the SEC in passing yards per game (249.1 and third in total offense, 240.6) — and 19 touchdowns. He missed most of two games with an ankle injury.

The Vols, however, lost three of their last five games in 2006, including a 20-10 loss to Penn State 31-13 in the Citrus Bowl, and later was credited with a win when Alabama was forced to forfeit a 17-17 tie on Oct. 11. Shuler’s 2,353 passing yards and 39 points per game on its way to a 9-1-1 record and tied for first in the SEC East with a 7-1 record.

The Vols (10-2) lost to Penn State 31-13 in the Citrus Bowl, and later was credited with a win when Alabama was forced to forfeit a 17-17 tie on Oct. 11. Shuler’s 2,353 passing yards and 39 points per game on its way to a 9-1-1 record and tied for first in the SEC East with a 7-1 record.

The Vols lost to Florida, 14-13, in the Gator Bowl, in Doug Dick- ey’s last game as UT’s coach.

Bill Battle was UT’s coach in 1970, Scott’s senior season. The Vols lost to Auburn 36-23 on Sept. 26 in the second game — which cost them the SEC championship — but reeled off 10 consecutive wins to end the season. UT finished No. 4 in the nation after a 34-13 win over Air Force in the Sugar Bowl.

Tennessee quarterback Bobby Scott had a senior season to remember in 1970. After starting 1-1 following a loss to Auburn, the Vols won 10 consecutive games, including a 34-13 win against Air Force (picture above) in the Sugar Bowl with Scott as the MVP. The Vols finished No. 4 in the nation.

Tennessee quarterback Bobby Scott had a senior season to remember in 1970. After starting 1-1 following a loss to Auburn, the Vols won 10 consecutive games, including a 34-13 win against Air Force (picture above) in the Sugar Bowl with Scott as the MVP. The Vols finished No. 4 in the nation.
the purchaser tenders the purchase price, the Substitute Trustee, in accordance with Tennessee law, to which the purchaser shall have no remedy. The real property will be sold as is, WHERE IS, with no representations, warranties, or guarantees of any kind, express or implied, including without limitation the condition of the property or marketability of title.

This offer may be a debtor collector. This may be the sale of a debtor collector. An information obtained may be used for that purpose.

Shapiro & Inglis, LLP, a Tennessee limited liability partnership, 10130 Perimeter Parkway, Suite 400, Charlotte, NC 28216, Phone: (704) 333-8101, Fax: (704) 333-8156.

W&A No. 219648

foreclosed at the Successor Trustee's option

CHATTANOOGA MUNICIPAL DEVELOPMENT OF THE CITY OF MICHAEL REYNOLDS interest in the above-referenced property:

This sale is subject to all matters shown as follows: being more particularly described as follows:

in the City of Chattanooga, Hamilton County, Tennessee:

This sale is subject to all matters shown as follows:

Trouble free from all

due and payable, and that an interest in the above-referenced property:

NOTICE OF TRUSTEE'S SALE WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated October 9, 2008, and recorded in Book No. GI 1031B, at Page 509 in the Register of Deeds for Hamilton County, Tennessee, as follows: BEGINNING at the Southwest corner of Lot No. Twenty-nine (29), in the Southern line of Caroline Street; thence along the line dividing Lots Nos. Twenty-seven (27) and Twenty-nine (29), South 44 degrees 30 minutes West along the line dividing Lots Nos. Twenty-seven (27) and Twenty-nine (29), a distance of 116.4 feet; thence South 71 degrees 30 minutes West 100.5 feet to the South line of Lot No. Twenty-nine (27), thence Eastwardly along the South line of said lot, being the North line of Shingle Road, 50 feet to the point of beginning. TRACT TWO (2): A triangle parcel out of the Northwest corner of Lot No. Twenty-nine (27), Cravens and McMinn's Addition to Lookout Mountain, as shown by plat of record in Plat Book 2, as recorded in the Register's Office of Hamilton County, Tennessee, being more particularly described as follows:

This sale is subject to all matters shown as follows: being more particularly described as follows:

To Scrivener's Affidavit recorded 11/29/16

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To Scrivener's Affidavit recorded 11/29/16

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated October 9, 2008, and recorded in Book No. GI 1031B, at Page 509 in the Register of Deeds for Hamilton County, Tennessee, as follows: BEGINNING at the Southwest corner of Lot No. Twenty-nine (29), in the Southern line of Caroline Street; thence along the line dividing Lots Nos. Twenty-seven (27) and Twenty-nine (29), South 44 degrees 30 minutes West along the line dividing Lots Nos. Twenty-seven (27) and Twenty-nine (29), a distance of 116.4 feet; thence South 71 degrees 30 minutes West 100.5 feet to the South line of Lot No. Twenty-nine (27), thence Eastwardly along the South line of said lot, being the North line of Shingle Road, 50 feet to the point of beginning.

This sale is subject to all matters shown as follows: being more particularly described as follows:

To Scrivener's Affidavit recorded 11/29/16

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Any right of equity of redemption, statute and otherwise, and homestead are waived in accord with the terms of said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain, if necessary, to perfect certain notices, publication, upon announcement at the time and place for the sale set forth above.

If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified/bank check made payable to or endorsed to Shapiro & Ingle, LLP. No personal checks will be accepted. To this end, you must bring sufficient funds to outbid the lender and any other bidders.

Insufficient funds will not be accepted. Any right of redemption in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustees. This sale may be rescinded only by the Substitute Trustee at any time, if the Substitute Trustee rescinds the sale, the purchaser shall only be entitled to a return of any money paid towards the purchase price and shall have no other recourse. Once the purchaser tenders the purchase price, the Substitute Trustee may deem the sale final in which case the purchaser shall have no remedy.

The real property will be sold AS IS, WHERE IS, with no warranties of any kind, express or implied, including without limitation, warranties regarding condition of the property or marketability of title. This office may be a debt collector. This may be an attempt to collect a debt and any information obtained may be used for that purpose.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
Phone: (704) 333-8107
Fax: (704) 333-8156
www.shapiro-ingle.com

File No. 16-108522
Jan. 6, 13, 20  

SUBSTITUTE TRUSTEE’S SALE

Sale at public auction will be on January 30, 2017 at 10:00AM local time, at the west door, Hamilton County Courthouse, 625 George Ave., Chattanooga, Tennessee pursuant to Deed of Trust executed by Jashua Barbee and Tiffany N. Reed, to David W. Klius, Trustee, as trustee for Mortgage Electronic Registration Systems, Inc. as nominee for Guaranty Trust Company on December 30, 2009 at Book 66G89X, Page 218; conducted by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute or Successor Trustee, all of record in the Hamilton County Register’s Office. Default has occurred in the performance of the covenants, terms, and conditions of said Deed of Trust and the entire indebtedness has been declared due and payable.

Party Entitled to Enforce the Deed: J.P. MORGAN MORTGAGE ACQUISITION CORP., its successors and assigns.

The following real estate located in Hamilton County, Tennessee, will be sold to the highest cash bidder:

Described property located at Hamilton County, Tennessee, to wit:

Located in the Third Civil District of Hamilton County, Tennessee, Lot One (1), John Daniel Lovell Road Property, as shown by plat recorded in Plat Book 55, page 112 in the Register’s Office of Hamilton County, Tennessee. The source of Grantor’s interest is found in Deed recorded simultaneously herewith, in the Register’s Office of Hamilton County, Tennessee.

Subject to restrictions as set out in instrument recorded in Book 4642, Page 515, in the Register’s Office of Hamilton County, Tennessee.

Street Address: 10950 Lovell Rd, Soddy Daisy, Tennessee 37379
Parcel Number: 58:50:02
Current Owner(s): Property; Jashua Barbee and Tiffany N. Reed

The right of a bidder may be an attempt to collect a debt and any information obtained may be used for that purpose.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
Phone: (704) 333-8107
Fax: (704) 333-8156
www.shapiro-ingle.com

File No. 16-108713
Jan. 6, 13, 20  

SUBSTITUTE TRUSTEE’S SALE

Sale at public auction will be on February 9, 2017 at 10:00AM local time, at the west door, Hamilton County Courthouse, 625 George Ave., Chattanooga, Tennessee pursuant to Deed of Trust executed by William Joshua Wine, to Title Guaranty & Trust Co., Trustee, as trustee for Mortgage Electronic Registration Systems, Inc. as nominee forHometown Mortgage Services, Inc. on January 30, 2013 at Book GJ 9983, Page 681; conducted by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute or Successor Trustee, all of record in the Hamilton County Register’s Office. Default has occurred in the performance of the covenants, terms, and conditions of said Deed of Trust and the entire indebtedness has been declared due and payable.

Party Entitled to Enforce the Deed: JPMorgan Chase Bank, National Association, its successors and assigns.

The following real estate located in Hamilton County, Tennessee, will be sold to the highest cash bidder:

Described property located at Hamilton County, Tennessee, to wit:

In the Second Civil District of Hamilton County, Tennessee.

Being a part of the Southeastern Quarter of...
JANUARY 6 - 12, 2017

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded at any time prior to the confirmatory public notice date. If the Substitute Trustee rescinds the sale, the purchaser shall be refunded the return of any money paid towards the purchase price and shall have no other recourse. Once the purchase price has been tendered to the Substitute Trustee, the Substitute Trustee may deem the sale final in which case the sale may not be rescinded. The real property will be sold AS IS, WHERE IS, with no warranties or representations of any kind, expressed or implied, including, without limitation, warranties regarding the condition of the property or marketability of title. This sale is a debt collector. This may be an attempt to collect a debt and any information obtained may be used for that purpose.

Shapiro & Ingle, LLP, a Tennessee limited liability partnership
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
Phone: (704) 333-8156
Fax: (704) 333-8156
www.auction.com

Substitute Trustee’s Sale

Sale at public auction will be on Friday, January 6, 13, 20, 2017 at 10:00AM local time, at the west door, Hamilton County Courthouse, 625 George Ave., Chattanooga, Tennessee pursuant to the recordation of a Notice of Trustee’s Sale by Armstrong, Walker & Mathis, Eqts., Trustee for the borrower, Mrs. Mary Mathis, in Book G, page 933, Registered No. 11012440316; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.

The owner of the property described below is Mary Mathis, Lot Number, Fourteen (14), Block 5, on the plat of record, Book GI 9336, Page 370, Registered No. 20121206038; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.

The owner of the property described below is Mary Mathis, Lot Number, Fourteen (14), Block 5, on the plat of record, Book GI 9336, Page 370, Registered No. 20121206038; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.

The owner of the property described below is Mary Mathis, Lot Number, Fourteen (14), Block 5, on the plat of record, Book GI 9336, Page 370, Registered No. 20121206038; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.

The owner of the property described below is Mary Mathis, Lot Number, Fourteen (14), Block 5, on the plat of record, Book GI 9336, Page 370, Registered No. 20121206038; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.

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The owner of the property described below is Mary Mathis, Lot Number, Fourteen (14), Block 5, on the plat of record, Book GI 9336, Page 370, Registered No. 20121206038; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.

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The owner of the property described below is Mary Mathis, Lot Number, Fourteen (14), Block 5, on the plat of record, Book GI 9336, Page 370, Registered No. 20121206038; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.

The owner of the property described below is Mary Mathis, Lot Number, Fourteen (14), Block 5, on the plat of record, Book GI 9336, Page 370, Registered No. 20121206038; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.

The owner of the property described below is Mary Mathis, Lot Number, Fourteen (14), Block 5, on the plat of record, Book GI 9336, Page 370, Registered No. 20121206038; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.

The owner of the property described below is Mary Mathis, Lot Number, Fourteen (14), Block 5, on the plat of record, Book GI 9336, Page 370, Registered No. 20121206038; conveyed by Shapiro & Ingle, LLP, a Tennessee limited liability partnership, having been appointed Substitute Trustee of the property described below, as Substitute Trustee for Wells Fargo Bank, N.A., its successors and assigns.
Forclosure Notices

Continued from page 21

Tennessee

NOTICE OF TRUSTEE’S SALE
WHEREAS, there is a pending proceeding for foreclosure of the above-referenced property,

File No. 16-106934
Jan. 6, 13, 2017 Fmm17464

FOR SALE INFORMATION: VISIT WWW.
MYFIR.COM and WWW.REALTYTRAC.COM

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Dated November 24, 2007, in Book No. GI 8492, at Page 914, in Office of the Register of Deeds for Hamilton County, Tennessee, and executed a Deed of Trust to Mortgage Electronic Registration Systems, Inc. as nominee for M&I Bank FSB, Lender and Wilson and Associates, P.L.L.C., having been appointed Successor Trustee, all of record in the Hamilton County Register’s Office, Chattanooga, Tennessee, in virtue of the power, duty, and authority vested in and upon said Successor Trustee. The sale is subject to all matters shown on any recorded applicable plat; any prior liens or encumbrances as well as any prior created by a future filing; and to any matter that an accurate survey of the premises might disclose.

NOW, THEREFORE, notice is hereby given that the sale will be adjourned to other day, time, and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

In the City of Chattanooga, Hamilton County, Tennessee, will be sold to the highest bidder for certified funds paid in full to the Trustee, WES EXTERIOR, INC., for the benefit of Roy Exeter, conveying certain property therein described to First Tennessee Bank National Association, at any time. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee.

The Source of Grantor’s interest is found in Book GI 10091, at Page 886, in Office of the Register of Deeds for Hamilton County, Tennessee, executed to Tonia J. Jackson, conveying certain property therein described to First Trust Insurance Company as Trustee for Mortgage Electronic Registration Systems, Inc. as nominee for M&I Bank FSB, Lender and Wilson and Associates, P.L.L.C., having been appointed Successor Trustee, all of record in the Hamilton County Register’s Office, Chattanooga, Tennessee, in virtue of the power, duty, and authority vested in and upon said Successor Trustee. The sale is subject to all matters shown on any recorded applicable plat; any prior liens or encumbrances as well as any prior created by a future filing; and to any matter that an accurate survey of the premises might disclose.

NOW, THEREFORE, notice is hereby given that the sale will be adjourned to other day, time, and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

In the City of Chattanooga, Hamilton County, Tennessee, will be sold to the highest bidder for certified funds paid in full to the Trustee, WES EXTERIOR, INC., for the benefit of Roy Exeter, conveying certain property therein described to First Tennessee Bank National Association, at any time. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

The Source of Grantor’s interest is found in Book GI 10111, at Page 801, in Office of the Register of Deeds for Hamilton County, Tennessee, executed to John F. and Barbara M. Gann, conveying certain property therein described to First Tennessee Bank National Association, at any time. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

In the City of Chattanooga, Hamilton County, Tennessee, will be sold to the highest bidder for certified funds paid in full to the Trustee, WES EXTERIOR, INC., for the benefit of Roy Exeter, conveying certain property therein described to First Tennessee Bank National Association, at any time. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

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In the City of Chattanooga, Hamilton County, Tennessee, will be sold to the highest bidder for certified funds paid in full to the Trustee, WES EXTERIOR, INC., for the benefit of Roy Exeter, conveying certain property therein described to First Tennessee Bank National Association, at any time. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

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In the City of Chattanooga, Hamilton County, Tennessee, will be sold to the highest bidder for certified funds paid in full to the Trustee, WES EXTERIOR, INC., for the benefit of Roy Exeter, conveying certain property therein described to First Tennessee Bank National Association, at any time. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

In the City of Chattanooga, Hamilton County, Tennessee, will be sold to the highest bidder for certified funds paid in full to the Trustee, WES EXTERIOR, INC., for the benefit of Roy Exeter, conveying certain property therein described to First Tennessee Bank National Association, at any time. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.

In the City of Chattanooga, Hamilton County, Tennessee, will be sold to the highest bidder for certified funds paid in full to the Trustee, WES EXTERIOR, INC., for the benefit of Roy Exeter, conveying certain property therein described to First Tennessee Bank National Association, at any time. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon the election of the Trustee and the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all claims or other matters, whether of record or not, which may encumber the purchaser’s title and any matter that an accurate survey of the premises might disclose.
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One million-plus advocates for homeownership.

When you see a real estate professional wearing their REALTOR® pin, you know it stands for professionalism, expertise and ethical business practices. It also signifies that REALTORS® are the ultimate home ownership advocates. The National Association of REALTORS® is committed to protecting your rights as a home owner and will defend against any issues that affect your ability to buy, sell and own real estate.

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GREATER CHATTANOOGA ASSOCIATION of REALTORS®
Foreclosure Notices
Continued from page 22

the current holder of said Deed of Trust, U.S. Bank National Association, its successors and assigns; the Corporation, and Joint Venture Participation Trust, (the “Holder”), appointed the undersigned, Brock & Scott, PLLC, as Substitute Trustee, pursuant to a certificate of appointment filed in the Office of the Register of Deeds of Hamilton County, Tennessee. The Holder has reserved the right to purchase said property for unpaid property taxes; any prior liens or encumbrances as well as any priority created by any prior liens or encumbrances; any priority created by the success of said Deed of Trust, said property being real estate situated in Hamilton County, Tennessee, and being more particularly described as follows: A certain parcel or tract of land in the following described property situated in Hamilton County, Tennessee, to wit: Lot Number 19 in Block 93 Subdivision as shown on plat of record in Plat Book 18, Page 15, in the Register's Office of Hamilton County, Tennessee. The same property conveyed to Kayla A. Kirk, Jr. and wife, need not be alluded to, as the same is hereby made a part of this Notice of Trustee's Sale.

NOTICE OF TRUSTEE'S SALE WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated October 31, 2017, and the Deed of Trust of even date securing the same, recorded November 29, 2017, in Book No. GI 9505, at Page 172, in the Office of the Register of Deeds of Hamilton County, Tennessee, of record in plat Book 25, Page 100, in the Office of the Register of Deeds of Hamilton County, Tennessee, LESS AND EXCEPT that part conveyed to A.L. Hunley, Jr., by deed recorded March 15, 2016, in the Register's Office of Hamilton County, Tennessee.

WILLIAM OTTO, TRUSTEE, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by U.S. Bank National Association, will, on January 31, 2017, at 10:00 AM, at the Hamilton County Courthouse, Chattanooga, Tennessee, for said property certain property hereinafter described to be sold off to the highest bidder FOR SALE INFORMATION, VISIT WWW.MYFR.COM AND WWW.REALTYTAQ.COM

Notices of Foreclosure

NOTICE OF TRUSTEE'S SALE WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated October 31, 2017, and the Deed of Trust of even date securing the same, recorded November 29, 2017, in Book No. GI 9505, at Page 172, in the Office of the Register of Deeds of Hamilton County, Tennessee, of record in plat Book 25, Page 100, in the Office of the Register of Deeds of Hamilton County, Tennessee, LESS AND EXCEPT that part conveyed to A.L. Hunley, Jr., by deed recorded March 15, 2016, in the Register's Office of Hamilton County, Tennessee.

WILLIAM OTTO, TRUSTEE, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by U.S. Bank National Association, will, on January 31, 2017, at 10:00 AM, at the Hamilton County Courthouse, Chattanooga, Tennessee, for said property certain property hereinafter described to be sold off to the highest bidder FOR SALE INFORMATION, VISIT WWW.MYFR.COM AND WWW.REALTYTAQ.COM
IT IS ORDERED that publication be made for four successive weeks in the Hamilton County Herald, a newspaper published in Hamilton County, Tennessee, notifying said nonresident that unless MISTY BYRD answers and makes defense to said complaint in the offices of the Circuit Court Clerk of Hamilton County, Tennessee, within thirty (30) days after the fourth weekly publication of this order, the same will be taken as admitted by CARLOS COLO’N and the case will be set for hearing ex parte or without TAMMY DOWNER presence. This 6th day of December 2016.

LARRY L. HENRY
Circuit Court Clerk
J. Wheeler, D.C.
Deputy Clerk

For Plaintiff:
Richard Brent Teeter

At 11:00 a.m.

Date of this Order: 12/20/2016

Defendant: SORRELL NICHOLE SHUVON

Docket Number: 15GS10063

State of Tennessee, County of Hamilton
DIVISION I
STATE OF TENNESSEE
General Sessions Court of Hamilton County
Docket Number: 16D2141

ORDERED

This matter is continues to January 10, 2017

8:45 am.

This 5th day of December, 2016

ENTERED

The Honorable Marsha Smith

APPROVED FOR ENTRY

LAW OFFICE OF ROBERT F. PECK
Dec. 23, 2016, Jan. 3, 2017 Ch17616

Non-Resident Notice
State of Tennessee, County of Hamilton
Docket No. 1601708
DIVISION I

ADAM NORWOOD,
Petitioner,

AND

MISTY DAVID BYRD,
Respondent

ORDER GRANTING PETITIONERS’ MOTION FOR SERVICE BY PUBLICATION
Upon Petitioner’s Motion for Service by Publication, review of the record, and for good cause shown, IT IS ORDERED, ADJUDGED, and DECREED

TAMMY LEE DOWNER

IN THE GENERAL SESSIONS COURT OF HAMILTON COUNTY, TENNESSEE
CHILD SUPPORT DIVISION
MISTY DAVID BYRD

JOIN IN

TO File

TO DEFEND

ATION

FOR

4606 Hixson Pike, Hixson
2005 BMW # WBABW33435PL37149 at
Auction for the following vehicles to be held
on January 10, 2017 at 8:45 am.

ENTRY

2021-05-18 08:45

The Equal Employment Opportunity Commission (EEOC) has filed suit against the State of Tennessee, alleging that the state’s Family Support Plan unconstitutionally discriminates against single parents. The suit was filed in the U.S. District Court for the Middle District of Tennessee.

The suit alleges that the state’s Family Support Plan violates the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. The suit seeks to require the state to treat single parents equally with two-parent families in the administration of the Family Support Plan.

The suit was filed on behalf of a single parent who has a child with a disability and who is being denied benefits under the Family Support Plan.

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tian says, using every bit of air in his lungs to help Mia understand. Stone and Gosling are as talented and dedicated to their craft as their characters are to theirs. Stone is brilliant in the way she brings Mia to life. Instead of allowing Mia to be an L.A. cliché, Stone creates a complex character who’s full of surprises. She also displays a remarkable ability for hitting all of the right emotional notes in a scene. Stone can be vibrant and bubbly and, at the same time, reveal Mia’s uncertainty and weariness. Gosling keeps pace with Stone step for step. With each scene, he proves he has more tools at his disposal than the extraordinary charisma he effortlessly projects. Gosling also has commitment in spades. When I found out he learned to play the piano for his role in “La La Land,” I was more than impressed; I was stunned. The guy’s playing is nearly virtuosic. While I’m on the topic of what Stone and Gosling can do besides act, they absolutely can sing and dance. They’re no Fred Astaire or Ginger Rogers, but they hold their own. The direction by Chazelle is magnificent. I’ve already discussed the intelligence and thought he invests in individual scenes. As much as I appreciate that level of filmmaking, the thing I like the most about his direction was the way he makes “La La Land” worth seeing in a theater.
Hite credits his success in putting together a team to Gary Keller, founder of Keller Williams, and his book, “The Millionaire Real Estate Agent.” In the book, Keller explains how to form and then grow a real estate team.

Hite followed Keller’s blueprint to the letter. In addition to administrative support, his team now consists of six buyer’s specialists, multiple listing agents and an inside sales team.

“They make outbound calls responding to incoming leads,” Hite adds. “We support our clients and do the right thing at all costs.”

As Hite’s team grew, so did the revenues. In 2012, Hite and company achieved $20 million in sales. After three years of continued growth, the group did $72 million in sales in 2016. Hite says his team will hit $90 million in sales this year.

Hite is confident he’ll reach that number despite the demands of being president of GCAR. While he’s attending to matters at the association, the gears will still be turning at his office.

“While I spent the first hour of today planning the political forum, phones were being answered, leads were being generated, closings were proceeding, listings were being taken and buyers were being shown property,” Hite says. “That’s the beauty of the team environment.”

Mortician or minister?

Hite has been involved in sales since entering the workforce. But there was a time when he was headed in a different direction.

Hite grew up in Paducah, Kentucky and describes his upbringing as “typically Southern.”

“I was raised on a farm. Daddy worked in a coal-fired plant for TVA and mother worked in magazine and book distribution,” Hite explains.

Hite attended college at the University of Kentucky. Initially, he wanted to become a broadcast journalist. After deciding he didn’t have “a pretty enough face for TV,” Hite considered print journalism.

While he enjoyed writing (see his weekly column on page 15), he wanted to find a more lucrative line of work.

Unsure about where to turn, Hite took a career assessment test. The results surprised him.

“It said I should be a mortician, a minister or in sales,” Hite says, smiling. “The first two are honorable professions, but sales was a better fit for me.”

After a stint in retail marketing, Hite spent 15 years in the retail industry. During his last eight years in the business, he worked for Saks. The job involved frequent moves and a lot of traveling. “I slept in my own bed only on weekend ends,” he says.

When Saks moved Hite to Chattanooga in 1999, the company made him responsible for stores in five states, including the local Proffitt’s and Parisian. But something happened that hadn’t occurred elsewhere: Hite made friends outside of work, found a church he liked and started to enjoy where he was living.

So when Saks told him it was time to move, Hite found a way to stay.

Part of his plan included working a transitional job at retailer T.J. Maxx. Another part involved getting into something different and unexpected: real estate.

The door to Hite’s future career opened when he put his house on the market as a for-sale-by-owner (FSBO). Although a savvy business executive, Hite did what many people do when they try to sell their own home: he underpriced his property.

Hite was still unaware of his mistake when Realtor Melba Pack brought him a buyer. When the home inspector found a problem, the buyer wanted Hite to pay for the repairs.

By this time, Hite knew he’d be leaving money on the table if he sold his house at the price he was asking, so he read the fine print on the contract before agreeing to the buyer’s demands. While pouring over the details of the document, he realized he could legally terminate the deal because of the dollar limit Tennessee had placed on homeowner repairs.

Intending to halt the sale, and then put his house on the market at a higher price, Hite told Pack he wouldn’t be selling to her buyer. What happened next surprised him.

“Being a good Realtor, Melba encouraged her buyers to pay for the repairs,” Hite explains. “They did, and I sold the house to them.”

Impressed, Pack told Hite he should consider becoming a Realtor. Although Hite couldn’t see himself being in direct sales, he agreed to meet with Pack’s broker at the time, Mike Givens of Prudential. Givens and owner Y.L. Coker agreed to work with Hite on a part-time basis as long as he attended specific training. Hite agreed.

“No matter what career path you take, training is the most important element,” Hite says. “Successful people are always learning.”

Hite says Givens and Coker gave him a great start in the business. But five years later, he was ready to take the next step. “I’d been bumping along at 50 to 60 transactions a year, which by any measure was successful,” he notes. “But the training to help me grow my business has become stagnant, so I joined Keller Williams in 2007 and became involved in their training programs.”

Hite also hired a business coach through Keller Williams International. He credits no small measure of his success to the man’s guidance. “He helped me grow my business,” he says. “I still use him. I have an accountability call every Thursday at 9 a.m.”

A life worth living

Hite worked in the retail business for 15 years and has now been a Realtor for the same amount of time. While he’s certainly achieved his goal of financial success, he’s just as excited about being in a position to give back.

Due to the size of his team and the support it provides, Hite is able to volunteer more now than ever before. His efforts include not only serving his profession through GCAR but also contributing his time and sources to a number of nonprofits.

Hite is currently on the board of Chambers Center for Children, which provides foster care and child care assistance in Hamilton County. This year, Hite is co-chairing the center’s big fundraiser, the Bunny Hop. Hite will also join the board of Habitat for Humanity in the spring. In addition, Hite is the chair of the leadership team at St. Mark’s United Methodist Church.

“The quote by JFK about asking not what your country can do for you, but what you can do for your country, was over my father’s chair for most of my childhood,” Hite says. “That has stayed with me. We’re here to do business and make a living, but where much is given, much is expected.”

Hite adds the purpose of owning a business is to have a life worth living. For him, this includes not just giving back but also enjoying the fruits of his labor.

The most tantalizing of those fruits is travel. Earlier this week, Hite returned from a holiday trip to Key West. He’s also spent time recently in New York City, San Francisco and Las Vegas.

“The first thing I put on my calendar is my personal time, which is the opposite of how many people live,” he notes. “But the training to help me grow my business has become stagnant, so I joined Keller Williams in 2007 and became involved in their training programs.”

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dying any more. The once near-ly abandoned Eastgate Mall, doomed once Hamilton Place popped up with more space, more stores and easier access, has survived thanks to several unconventional occupantS, such as a cowboy bar and a day care center. But just past the Eastgate parking lot, you see what midTown is hoping to one day become.

“It’s a resurrection,” Gass says. “They are putting $40 mil-lion into the office center next to Eastgate.”

The complex, whose centerpiece is the Uptain Building, will be undergoing a facelift for the next few years. Next to it, the long-awaited Brainerd parking lot will be undergoing a facelift to accommodate the long-awaited Brainerd parking lot, opening its doors, occupying a huge space that once housed the mail-routing center. And, weekly, more and more development comes to light.

“I’ve attended a lot of these monthly meetings,” Gass points out. “It really opens your eyes.” midTown, which even has its own website now, also has a mission statement: Grassroots midTown is a nonprofit organization committed to economic, community and workforce development in the midTown area, focusing on promoting the diversity of the retail, recreation, dining, cultural, and educational opportuni-ties in the community.

Grassroots midTown was established in 2015 to cultivate the growth and advocate economic development in midTown. The midTown area begins at Missionary Ridge and follows the Brainerd Road and Lee Highway corridor to Hwy 153, including neighborhoods and businesses to 1-24, 1-75, and Shallowford Road bound-aries.

Grassroots midTown works in partnership with area busi-nesses, the midTown Council of the Chattanooga Chamber of Commerce, realtors, city officials and professionals invested in the economic growth and renewal of the midTown area. We encourage a vibrant business community and cultivate a dynamic workforce to attract new business and support ex-isting businesses in midTown.

But the actual change in name, more than the physical change, is what has drawn the most resistance. midTown, for whatever reason – tradition, distrust – is a name that many longtime Brainerd residents are loath to adopt. Why change? Is the gist of their argument, while the other side of the debate points out bluntly that Brainerd as a destination has some baggage attached. By any name, it is a project moving forward.

But the name debate is one that Gass will not get in the middle of. “Call it whatever you want,” he said. “The fact of the matter is this: if you push a pin in the middle of.

Grassroots midTown is a non-profit partnership meeting the first Wednesday of each month to report on the ongo-ing developments. Gass, who travels between Grassroots midTown, which even has its own website now, also has a mission statement: Grassroots midTown is a nonprofit organization committed to economic, community and workforce development in the midTown area, focusing on promoting the diversity of the retail, recreation, dining, cultural, and educational opportuni-ties in the community.

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Grassroots midTown is a non-profit partnership meeting the first Wednesday of each month to report on the ongo-ing developments. Gass, who travels between the local SpareTime centers, unsurprisingly gets defensive when asked about security issues. It’s a valid concern; shots were fired at the nearby Wal-Mart in Brainerd, and that store has already taken the extreme step of closing each night at midnight to discourage gang activity in the parking lot or in the store.

“Look, crime is everywhere,” Gass says. “Today it’s Wal-Mart. Last week, it was Hamilton Place. Two years ago, no one would go to Coolidge Park because they were afraid.

“We run a tight ship here. We want people to have fun, but we will not tolerate certain things,” he continues. “We post our dos and don’t right out front on the door. We make it clear what we expect.” It takes almost a long to read those “dos and don’ts” as it takes to bowl a game. But the rules make it resoundingly clear that the days parents drop their kids off with a pocket full of quarters is over. SpareTime is no babysitter.

How and when the mournful melody of “City of Lights” is played is as important to the storytelling as the dialogue. Some movie critics have called “La La Land” a throw-back to the classic Hollywood musicals. That’s certainly true. But “La La Land” goes deeper than that. It isn’t just a revival of films like “Singing in the Rain” (farewell, Debbie Reynolds; rest in peace) or “An American in Paris,” and it doesn’t exist merely as an hom-age to “Meet Me in St. Louis” or “My Fair Lady.” Rather, it’s simply a musical set in the present.

In the film, a fellow musician tells Sebastian to stop living in the past and reminds him that jazz artists like Thelonious Monk and Miles Davis were innovators. “La La Land” takes its own advice by picking up where previous musicals left off and adding a touch of irony and even sadness to the mix.

I hope you see “La La Land” in a theater. I believe you will be glad you did. You might even fall in love with movies all over again.