# **Towns County Herald**

## Legal Notices for February 15, 2012

## **NOTICE TO DEBTORS & CREDITORS** STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Lorraine Lloyd Oliver

All creditors of the estate of Lorraine Lloyd Oliver, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment

to the undersigned. This the 2nd day of February, 2012 Fredda Margaret Oliver, Personal Representative PO Box 414 Hiawassee, Ga. 30546 706-781-7074 T(Feb8,15,22,29)B

## **NOTICE TO DEBTORS & CREDITORS** STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Donald B. McConnell All creditors of the estate of Donald B. Mc-Connell, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 31st day of January, 2012 Joanna M. McConnell,

Personal Representative 1620 McConnell Road Hiawassee, Ga. 30546 706-896-4165 T(Feb8,15,22,29)B

## NOTICE TO DEBTORS & CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Ruth W. Baker All creditors of the estate of Ruth W. Baker,

deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all nersons indebted to said estate are required to make immediate payment to the undersigned. This the 3rd day of February, 2012 Marilyn D. Ivester, Personal Representative

3453 Smyrna Road Young Harris, Ga. 30582 706-745-8340 T(Feb8,15,22,29)B

#### **NOTICE TO DEBTORS & CREDITORS** STATE OF GEORGIA

**COUNTY OF TOWNS** RE: Estate of Robert N. Hodnett, Sr. All creditors of the estate of Robert N. Hod-nett, Sr., deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment

to the undersigned. This the 20th day of January, 2011 Nona L. Hodnett, Personal Representative 113 LaPorte Drive Chattanooga, TN 37415 423-591-6537

## T(Jan25,Feb1,8,15)B **NOTICE TO DEBTORS & CREDITORS**

## STATE OF GEORGIA **COUNTY OF TOWNS** RE: ESTATE OF Howell D. Paris, Sr.

All creditors of the estate of Howell D. Paris, Sr., deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment

to the Executor. This the 19th day of January, 2012 Howell D. Paris, Jr., Executor

PO Box 366 Hiawassee, GA 30546 T(Feb1,8,15,22)P

## NOTICE TO DEBTORS & CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Lorine Nicholson Arrowood All creditors of the estate of Lorine Nicholson Arrowood, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make imme-diate payment to the undersigned. This the 27th day of January, 2012

Dayle Grindle, Personal Representative 1439 Cabury Church Road Gainesville, GA 30507 770-297-8745 T(Feb1,8,15,22)P

#### **NOTICE TO DEBTORS & CREDITORS** STATE OF GEORGIA

**COUNTY OF TOWNS** RE: ESTATE OF Pauline Shook Nicholson All creditors of the estate of Pauline Shook Nicholson, deceased, late of Towns County, Georgia, are hereby notified to render the

#### NOTICE OF SALE UNDER POWER NOTICE OF SALE UNDER POWER

NUTICE OF SALE ONDER FONEN GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale

contained in a Security Deed given by Don F Schuppert to Commonwealth United Mortgage, a division of National City Bank of Indiana, dated July 22, 2005, recorded in Deed Book 344, Page 588, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED AND 0/100 DOLLARS (\$167,400.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby de-clared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full au-thority to negotiate amend and modify all thority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Mi-amisburg, OH 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortrage instrumodify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Don F Schuppert and Cathy M Schuppert or a tenant or tenants and said property is more commonly known as 5719 Dine Creet Road Vourn Harris Central Pine Crest Road, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real es-tate and this law firm will not be seeking a personal money judgment against you. PNC Bank, NA successor by merger to National City Bank successor by merger to National City Mortgage Co, doing business as Com-monweath United Mortgage as Attorney in Fact for Don F Schuppert McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Geor-gia 30076 www.foreclosurehotline.net MR/ bw1 3/6/12 Our file no. 523812-FT15 EXHIB-IT "A" All that tract or parcel of land lying and being in Land Lots 63 & 82, District 17, Section 1, Towns County, Georgia, containing 1.341 acres, and being known as Lot 48, Pinecrest Subdivision, as shown on plat of survey entitled "Surveyor for Don F. Schuppert & Cathy M. Schuppert" by Northsar Land Surveying Inc., W. Gary Kendall, R.S. #2788 dated June 25, 2004 and recorded in Plat Book 32, page 202, Towns County Records. Which description on said plat is incorporated herein by reference hereto. Subject property is conveyed subject to restrictions of record as pertains to Pine Crest Subdivision as recorded in Deed Book 72, page 274 and Deed Book 115, Pages 61-99, Towns County Records. MR/bw1 3/6/12 Our file no. 523812 - FT15

**NOTICE OF SALE UNDER POWER** STATE OF GEORGIA **COUNTY OF RABUN** 

(Feb8,15,22,29)B

Under and by virtue of the power of sale contained in that certain Deed to Se-cure Debt ("Security Deed") executed by Tuscany Mountain Development, LLC in favor of Community Bank & Trust dated May 21, 2009, and recorded at Deed Book A35, pages 476-489 of the Rabun County, Georgia Deed Records, and recorded in Deed Book 456, pages 71-84 of the Towns County, Georgia Deed Records, as assigned pursuant to that Transfer and Assignment of Deed to Secure Debt from Federal De-posit Insurance Corporation, in its capacity as Receiver for Community Bank & Trust to SCBT, N.A., d/b/a CBT, a Division of SCBT, N.A. and recorded in Deed Book Y36 at pages 583-598 of Rabun County, Georgia Deed Records, and recorded in Deed Book 489 at pages 41-48 of Towns County, Georgia Deed Records the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Rabun County, Georgia, during the legal hours of sale, on the first Tuesday in March, that be-ing March 6, 2012, the following described

**GEORGIA, TOWNS COUNTY** By virtue of a Power of Sale contained in that certain Security Deed from PATRICA M. CARRODUS AND ROBERT L. CARRODUS to Mortgage Electronic Registration Systems, Inc as nominee for America's Wholesale Lender, dated April 26, 2004, recorded May 3, 2004, in Deed Book 302, Page 738-754, Towns County, Georgia Records, said Se-

curity Deed having been given to secure a Note of even date in the original principal amount of One Hundred Forty-Six Thousand Four Hundred and 00/100 dollars (\$146,400.00), with interest thereon as pro-vided for therein, said Security Deed having been last sold, assigned and transferred to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., CHL MORTGAGE PASS-THROUGH TRUST 2004-12, MORTGAGE PASS THROUGH CER-TIEICATES CERIES 2004-12, threa will be TIFICATES, SERIES 2004-12, there will be sold at public outcry to the highest bid-der for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in March, 2012, all property described in said Secu-

rity Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 8 AND 29, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.85 ACRE, AND BE-GEORGIA, CUNTAINING 0.83 ACKE, AND BE-ING LOT 56 OF WOODLAKE SUBDIVISION, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ENGINEERING, INC., R.S. #1626, DATED OC-TOBER 16, 1989, RECORDED IN PLAT BOOK 11, PAGE 295, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY DEFER-PLAT IS INCORPORATED HEREIN BY REFER-ENCE AND MADE A PART HEREOF. THE PROPERTY IS CONVEYED SUBJECT TO

THE RESTRICTIONS OF RECORD PERTAINING TO WOODLAKE SUBDIVISION AS RECORDED IN DEED BOOK 100, PAGE 124-125, TOWNS COUNTY, GEORGIA RECORDS. THE PROPER-TY IS SUBJECT TO THE ROAD EASEMENTS AS SHOWN ON SAID PLAT. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT GRANTED TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 99, PAGE 636-

AS Integrated in the Leb Book 93, FACL 030-637, TOWNS COUNTY, GEORGIA RECORDS Said legal description being controlling, however the property is more commonly known as 2071 WOODLAKE LANE, YOUNG HARRIS, GA 30582. The indebtedness secured by said Security Deed bas been and is bareby declared due

Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebted-ness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" ba-

sis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assess-ments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed. The entity having full authority to negotiate,

amend or modify all terms of the loan (al-though not required by law to do so) is: Lender Contact: BAC, Loss Mitigation Dept.,

P.O. Box 940070, Simi Valley, CA 93094-0070

Telephone Number: 800-720-3758

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is PATRICA M. CARRODUS AND ROBERT L. CARRODUS, PATRICA M. CARRODUS, ROBERT L. CARRODUS, or tanant(c)

or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.

Deed. THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., CHL MORTGAGE PASS-THROUGH TRUST 2004-12, MORTGAGE PASS-THROUGH CER-TRUCKTE OF DIFIC OF CALL TIFICATES, SERIES 2004-12

as Attorney in Fact for PATRICA M. CARRODUS AND ROBERT L.

CARRODUS CARRODUS THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-POSE

NOTICE OF SALE UNDER POWER

NUTICE OF SALE UNDER FOWER STATE OF GEORGIA, COUNTY OF TOWNS Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by CHARLES H THORNTON to JPMORGAN CHASE BANK, N.A. , dated 04/25/2008, and TOWNS County, Georgia records, as last as signed to JPMORGAN CHASE BANK, N.A., by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$504,000.00, with interest at the rate specified therein, there will be sold by the undersigned at at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in March, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 120, TTH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 52, CONTAIN-ING 1,283 ACRES, MORE OR LESS, OF ASHE-LAND COVE, PHASE II AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., JON G. STUBBLEFIELD RLS #2599, DATED MAY 7, 1996 AND FILED AND RECORDED AT PLAT BOOK 19, PAGE 109, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING IN-CORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

SUBJECT TO ALL MATTERS AND CONDI-TIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.

SAID PROPERTY IS SUBJECT TO THE COVE-NANTS AND RESTRICTIONS FOR ASHELAND COVE SUBDIVISION AS RECORDED IN DEED BOOK 146, PAGES 28-35, TOWNS COUNTY, GEORGIA RECORDS. SAID PROPERTY IS SUBJECT TO THE EASE-

MENT TO BLUE RIDGE MOUNTAIN EMC AS FILED AND RECORDED IN DEED BOOK 142, PAGE 116 & DEED BOOK 142, PAGE 117, TOWNS COUNTY, GEORGIA RECORDS. ALSO CONVEYED HEREWITH IS AND EASE-MENT FOR INGRESS AND EGRESS ALONG THE SUBDUISION BOADS AS SHOWN ON

THE SUBDIVISION ROADS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY. The debt secured by said Deed to Secure Debt has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the nurnees of paysale will be made for the purpose of pay-ing the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMOR-GAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, 3415 VISION DRIVE, Foreclo-sure, COLUMBUS, OH 43219, 800-848-9136. Please understand that the secured credi-tor is not required to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party/parties in pos-session of the subject property known as LOT 52 ASHELAND COVE, YOUNG HARRIS, GEORGIA 30582 is/are: CHARLES H THORN-TON or tenant/tenants. Said property will be sold subject to (a) any outstanding ad be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record su-parior to the Dead to Secure Debt first sat perior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for cer-tain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. JPMORGAN CHASE BANK, N.A. as Attorney in Fact for CHARLES H THORNTON. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT ANY INFORMATION OB-AS A BEDT GOLLECTON ANY INFORMATION OB-TAINED WILL BE USED FOR THAT PURPOSE. 20110187406230 BARRETT DAFFIN FRAP-PIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. T(Feb8,15,22,29)B

## NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by An-drea Lynn Kell and Edward Scott Kell to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. its successor and assigns, dated August 8, 2007, recorded in Deed Book 413, Page 42, Towns County, Georgia Records, as last transferred to JP-Morgan Chase Bank, National Association by assignment recorded in Deed Book 504, Page 638, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTY THOU-SAND AND 0/100 DOLLARS (\$270,000.00) with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 82, 17th District, 1st Section, Towns County, Georgia containing 4.371 acres, more or less, and being part of Tract Three (3) as shown on a plat of survey by LandTech Services, Inc., dated 5/10/2002, recorded in Plat Book 28, page 129, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The grants to grantee a perpetual ease ment for ingress and egress to the above described property along the 50 foot easement as shown on said plat of survey. The property is conveyed subject to the Restrictions recorded in Deed Book 210, page 728-729, Towns County records. The property is conveyed to the 50 foot road easement as shown on said plat of survey. The grantor grants to grantee a perpetual easement for a water line, which shall run along the west line of Tract Two (B) and through Lot Thirty-Nine (39) of Pine Crest Subdivision, Phase I which also serves Tract Two A (2A). The property is conveyed subject to a water line and utility easement which shall serve Tract One (1) and the power line easement which shall serve Tract Two A (2A) and Tract Three (3). The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including at-torney's fees (notice of intent to collect attorney's fees having been given). JPMor-gan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Andrea Lynn Kell and Edward Scott Kell or a tenant or tenants and said property is more commonly known as 5368 River Birch Lane, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Andrea Lynn Kell and Edward Scott Kell Johnson & Freedman, LLC 1587 North-east Expressway Atlanta, Georgia 30329 (770) 234-9181 www.iflegal.com MSP/kb4

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

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Se-cure Debt from David Wayne Howington to Bank of Hiawassee dated October 19, 2009, filed November 6, 2009, in Deed Book 465, Page 290, Towns County, Georgia records as same has been assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (hereinafter collective) referred to as the "Security collectively referred to as the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in March, 2012, the following described real property,

All that tract or parcel of land lying and being in Land Lot 3, 18th District, 1st Sec-tion, Towns County, Georgia, containing 1.453 acres, more or less, and being more particularly shown as Tract 1 on a plat of survey done by Landtech Services, Inc., dated 2/7/03, and filed and recorded at Plat Book 32, Page 154, Towns County, Georgia records, which description on said plat is incorporated herein by reference hereto.

The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey. The property is conveyed subject to the EMC easement recorded at Deed Book 348, Page 91, Towns County records.

The property is conveyed subject to the easement reserved in Deed Book 306, Pag-es 581-582 for use of the 20 foot ingress/ egress and utility easement as shown on the above referenced plat. The debt secured by the Security Deed is

evidenced by a guaranty of that certain Promissory Note, dated October 19, 2009 from D&F Grading, Inc. to the Bank of Hiawassee in the original principal amount of \$305,057.60, as assigned to Citizens South Bank, as the same has been reduced to Judgment as evidenced by that certain Judgment dated November 18, 2011 in Civil Action File No. 11-C-01863-1, filed in the Superior Court of Gwinnett County, State of Georgia (the Note as reduced to Judgment is hereinafter referred to as the "Note"); plus interest from date on the unpaid bal ance until paid, and other indebtedness. Default has occurred and continues under

the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of David Wayne Howington, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record. To the best of the undersigned's knowledge

and belief, the real property is presently owned by David Wayne Howington. To the best of the undersigned's knowledge

and belief, party in possession of the real property is David Wayne Howington and tenants holding under him. Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for David Wayne Howington.

M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

8,15,22,29)B

## NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT DUPOSE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale

Contained in a Security Deed given by James P Cook and Dinah L Cook to Mort-gage Electronic Registration Systems, Inc., dated March 26, 2008, recorded in Deed Book 430, Page 446, Towns County, Georgia Records, as last transferred to Wells Fargo Rank. NA wascimment recorded in Deed Bank, NA by assignment recorded in Deed Book 495, Page 243, Towns County, Geor-gia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THREE THOUSAND FIVE HUNDRED AND 0/100 DOL-LARS (\$203,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se curity Deed first set out above. The entity that has full authority to negotiate, amend and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is James P Cook and Dinah L Cook or a tenant or tenants and said property is more com-monly known as 1227 Old School House Rd, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, NA as Attorney in Fact for James P Cook and Dinah L Cook McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/jad1 3/6/12 Our file no. 53836809-FT5 EXHIBIT "A" All that tract or parcel of land lying and being in land lot 43, 17th District, 1st Section, Towns County, Georgia, containing 0.896 acre as shown on plat of survey by Rochester & Associates, Inc., dated Febru-ary 28, 2002, recorded in Plat Book 27, Page 251 Towns County records which descrip-tion on said plat is incorporated herein by reference. Parcel ID#: 00080-085-000 MR/

## **STATE OF GEORGIA** COUNTY OF TOWNS NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT

IN DEED TO SECURE DEBT Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Janet A McNeely to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$95,000.00 dated 12/15/2005, and recorded in Deed Pack 256 page 570 Towns County security Book 356, page 670, Towns County records, said Security Deed being last transferred and assigned to U.S. Bank, National Association, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of March, 2012 by U.S. Bank, National As-sociation, as Attorney-in-Fact for Janet A McNeely the following described property: All that tract or parcel of land lying and being in Land Lot 263, District 18, Sec-tion 1, Towns County, Georgia, containing 0.758 acres, more or less, and being Lot Three (3) and part of Lot Two (2), Block "B", Section 2, Phase 1 of Bald Mountain Park Section 3, Phase 1 of Bald Mountain Park Subdivision as shown on plat of survey by Patterson and Dewar Engineers, Inc., dated 07/15/2005 and recorded in Plat Book 27, Page 291, Towns County records, which description is incorporated herein by reference.

erence. The property is subject to a Fifty foot (50') right of way of Jones Gap Road and a Fifty foot (50') right of way of Jones Gap circle as shown on said plat. Property known as: 4774 Jones Gap Road, Hiawassee, GA 30546 The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale. paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law). The property will be sold as the property of The Aforesaid Grantors subject to the following:

following:

 all prior restrictive covenants, easements, rights-of-way or encumbrances;
all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above.

Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned

indebtedness is: U.S. Bank, National Association

4801 Frederica Street Owensboro, KY 42301 PHONE: 800-365-7772

Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness.

To the best of the undersigned's knowledge and belief, the party in possession is Janet A McNeely. U.S. Bank, National Association, as Attor-

U.S. Bank, National Association, as Attor-ney-in-fact for Janet A McNeely. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C.

South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346

Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 11-13992 T(Feb8,15,22,29)E

## STATE OF GEORGIA

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the Power of Sale contained in a Security Deed given by Donna L. Generas and Richard P. Generas to Mortgage Electronic Registration Sys-tems, dated October 31, 2005, recorded on 11/21/2005 in Deed Book 354, Page 226, Towns County, said Security Deed hav-ing been last sold, assigned, transferred and conveyed to Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2005-AR29, Mortgage Pass-Through Certificates, Se-ries 2005-AR29 under the Pooling and Servicing Agreement dated November 1, 2005 by Assignment conveying the after-described property to secure a Note in the described property to secure a Note in the original principal amount of Three Hundred Sixty-Four Thousand Five Hundred Ten and 00/100 DOLLARS (\$364,510.00), with interest thereon as set forth therein, the holder thereof pursuant to said Deed and Nets thereon pursuant to said Deed and Note thereby secured has declared the en-tire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on March, 2012 during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit: SITUATED IN THE CITY OF HIAWASSEE, COUNTY OF TOWNS AND STATE OF GEORGIA ALL THAT TRACT OR PARCEL OF LAND SITU-ATE, LYING AND BEING IN SECTION 1, 18TH DISTRICT, LAND LOT 118, CITY OF HIAWAS-SEE, TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOT 6 OF SECTION "E" OF NAN TAHALA BAY AS SHOWN ON A PLAT OF SUR-VEY ENTITLED " SECTION "E" NANTAHALA BAY ON LAKE CHATUGE" DATED SEPTEM **BER 20 1984 BY DAVID REALLE SURVEY** ORS, LIMITED, AND RECORDED IN PLAT BOOK 8, PAGE 112, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF TOWNS COUNTY, GEORGIA; SAID PLAT BEING IN-CORPORATED BY REFERENCE HEREIN; AND SAID PROPERTY BEING MORE PARTICULAR LY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE INTERSECTION O THE SOUTHEASTERN CORNER OF LOT 6 OF SECTION "E", THE NORTHERN CORNER OF LOT 1 OF THE POINT OF SECTION OF NAN-TAHALA BAY AND A 40 FOOT ROAD RIGHT OF WAY RUNNING ALONG THE EASTERN BOUNDARY OF SAID LOT 6 AND LOT 1; RUN-NING THENCE ALONG THE NORTHWESTERN LINE OF LOT 1 OF THE POINT SECTION OF SAID SUBDIVISION , SOUTH 26 DEGREES 19 MINUTES 05 SECONDS WEST 85 92 FEET TO A POINT; CONTINUING ALONG THE NORTH WESTERN LINE OF LOT 1 OF SAID POINT SECTION, SOUTH 29 DEGREES 30 MINUTES 00 SECONDS WEST 100.00 FEET TO AN IRO PIN ON THE 1933 FOOT ELEVATION CON TOUR LINE; RUNNING THENCE ALONG THE 1933 CONTOUR LINE FOR THE FOLLOWING CHORD DISTANCE: NORTH 17 DEGREES 14 MINUTES 00 SECONDS WEST 88.38 FEET NORTH 49 DEGREES 55 MINUTES 10 SEC-ONDS WEST 11.82 FEET TO AN IRON PIN RUNNING THENCE ALONG THE LINE OF LOT 5 OF SECTION "E" OF NANTAHALA BAY SUB DIVISION, NORTH 28 DEGREES 17 MINUTES 55 SECONDS EAST 81.31 FEET TO A POINT CONTINUING THENCE ALONG THE LINE OF LOT 5 NORTH 56 DEGREES 17 MINUTES 03 SECONDS EAST 89.09 FEET TO AN IRON PIN 40 FOOT ROAD RIGHT OF WAY OF SAID 40 FOOT ROAD RIGHT OF WAY; RUNNING THENCE SOUTH 11 DEGREES 26 MINUTES SECONDS EAST 50.00 FEET TO THE BE-GINNING IRON PIN. Said property is known as 567 Admirals Point, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a party of said property, Said property will be sold as the property of Donna L. Generas and Richard P. Gen-eras, the property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Donna L. Generas and Richard P. Generas or a ten-ant or tenants. Said property will be sold subject to any outstanding ad valorem tax-es (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the holder of the security deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures re-garding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation of the audit of the status of the loan as provided immediately above. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt rein the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Se-curity Deed and by law, including, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as provided by law. Pursuant to 0.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: IndyMac Mortgage Services a Division of OneWest Bank 888 Services, a Division of Onewest Bank, 868 East Walnut Street, Pasadena, CA 91101, 1-877-908-4357. The foregoing notwith-standing, nothing in 0.G.C.A. 44-14-162.2 shall require the secured creditor to ne-gotiate, amend or modify the terms of the machanea instrument. mortgage instrument. Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2005-AR29, Mortgage Pass-Through Certificates, Series 2005-AR29 under the Pooling and Servicing Agreement dated November 1, 2005 as Attorney in Fact for . Generas and Richard P. Donna I MorrislHardwicklSchneider, LLC 1301 Hightower Trail, Suite 305 Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 27th day of January, 2012 Davle Grindle. Personal Representative 1439 Cabury Church Road Gainesville, GA 30507

NOTICE TO DEBTORS & CREDITORS

770-297-8745

## **COUNTY OF TOWNS** RE: Estate of James E. Brown All creditors of the estate of James E. Brown, deceased, late of Towns County,

Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 7th day of February, 2012

Patsy Ann Brown, Personal Representative 1028 Barbara Lane Hiawassee, GA 30546 706-896-3973 T(Feb15,22,29,Mar7)E

## NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Patsy R McCall to Wells Fargo Bank, N.A., dated January 23, 2009, recorded in Deed Book 447, Page 476, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO\_HUNDRED\_FORTY-ONE\_THOUSAND EIGHT HUNDRED AND 0/100 DOLLARS (\$241,800.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Towns County, Georgia within the legal hours of sale on lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances zoning ordinances, restrictions, covenants, and matters of record superior to the Seand matters of record superior to the Se-curity Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Patsy R McCall or a tenant or tenants and said property is more commonly known as 1738 Victoria Woods Drive, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audi of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Patsy R McCall McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/qlb 3/6/12 Our file no. 510712-FT7 EXHIBIT "A" All that tract or parcel of land lying and be-ing in the 18th District, 1st Section, Land Lot 159, 160 & 184 of Towns County, Georgia, shown as Lot 44, containing 0.82 acres on a plat of survey by Tamrok Engineering, Inc. Entitled "Survey for Victoria Woods Subdiv<sup>3</sup>. Said plat recorded in plat book 11, page 137, Towns County, Georgia records which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the restrictions of record as pertains to Victoria Woods Subdivision, recorded in Deed Book 94, Pages 130-132 and Deed Book 94,

Pages 207-209. Towns County records. The rights of way as shown on said plat. The property is conveyed subject to the easement granted to Blue Ridge Electric as recorded in Deed Book 93, Pages 627-629, Towns County Records. This being portion of the same property conveyed in a War-ranty Deed from Cecil Sanders, Jr. to Terry E. Taylor recorded in Deed Book 93, Page 135, Towns County Records. MR/qlb 3/6/12

Our file no. 510712 - FT7 T(Feb8.15.22.29)

property: PARCEL 1 – RABUN COUNTY All that tract or parcel of land lying and be-ing in Land Lot 8 of the Second Land District of Rabun County, Georgia and being Tract 2, containing 5.07 once in the University of the Second Land containing 5.97 acres in the City of Claytor as more particularly described upon that certain plat of survey prepared by T. Lamar Edwards, Georgia Registered Land Surveyor No. 1837, dated November 17, 2003 and recorded in Plat Book 50, Page 271, Clerk's office, Rabun Superior Court, Reference is

hereby had and made to said plat of sur-vey for the purpose of incorporating same herein for a full and complete description of the property herein conveyed. This conveyance includes but is not lim-ited to those condominium units being known as Units 1, 3, 5 and 6 of Tuscany Mountain Condominium (the Property) as more particularly described in that certain Declaration of Condominium for Tuscany Mountain Condominium which is recorded in the office of the clerk of Rabun Superior Court Plat Book 2, Pages 250-257 and as shown upon that certain As-Built Site Plan for Tuscany Mountain Condominium (the "site plan"), dated May 4, 2006 and revised August 22, 2006, prepared by Wil-liam F. Rolader, Georgia Registered Land Surveyor No. 2042, which is recorded in the office of the clerk of Rabun Superior Court in Condominium Plat Book 2, Page 249, and on certain architectural plans certified by Donald L. Nelson, (the "plans"), filed in the office of the clerk of Rabun Superior Court in a sleeve attached to Condominium Plat Book 2, Page 249, together with all rights, title and interest appurtenant to the property and the appurtenances thereto under the declaration, site plans are incorporated herein and made a part hereof.

LESS AND EXCEPT that Tuscany Mountain Condominium Unit 4 previously conveyed to Eugenia Gargullo by virtue of that Warranty Deed dated September 29, 2006 and recorded in Deed Book V-30, Page 373, Clerk's office, Rabun Superior Court.

ALSO LESS AND EXCEPT that Tuscany Mountain Condominium Unit 2 previously conveyed to Abraham Jacob Duncan by virtue of that Warranty Deed dated October 28, 2011 and recorded in Deed Book T37, Pages 104-106, Clerk's Office, Rabun Superior Court.

ALSO LESS AND EXCEPT All that tract or parcel of land lying and being in Land Lot 8 of the Second Land District of Rabun County, Georgia, containing 0.31 acre of land as shown on that certain plat of survey prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated November 2, 2011, and recorded in the office of the Clerk of Rabun Superior Court in Plat Book 61, page 140. Reference to said plat and record of the same for a full and complete description of the property herein

There is also conveyed herewith those certain easement rights as more fully de-scribed in that certain easement from Ste-phens C. Welnelt and Deborah S. Welnelt to Doris Cole Bleekley dated January 8, 1998, which is recorded in the office of the clerk of Rabun Superior Court in Deed Book

M-18, Page 51. Conveyed herewith is a non-exclusive, perpetual easement extending from Highway 441 over and across that adjacent

1.83 acre tract of land depleted as Tract 1 upon the above-referenced plat of survey. Said easement is not shown upon the ve-referenced plat of survey but is fo the purpose of access, ingress and egress over and across the aforementioned Tract above-described Tract 2.

There is also conveyed herewith a four-sixths (4/6) undivided interest in the "com-mon elements" of Tuscany Mountain Condominium, as such term is defined in the declaration

Conveyed herewith is a non-exclusive, perpetual easement for ingress and egress ex-tending from U. S. Highway 76 to the abovereferenced unit.

PARCEL 2 – TOWNS COUNTY

All that tract or parcel of land lying and be-ing in the 18th District, 1st Section, Land Lot 142, Towns County, Georgia, containing 3.128 acres, more or less, as shown on a plat of survey by Tamrok Associates, Inc., John G. Strubblefield, RLS, dated July 24, 2000 and recorded in Plat Book 26, Page 5, Towns County Records, said plat being incorporated herein by reference and made a part hereof. Subject to all matters and conditions shown

Also conveyed herein is an easement of ingress and egress to and from Car Miles Road, over, above and across Cable Hill Road, a portion of which is shown on said plat of survey. This conveyance is subject to all road rights of way and easements as shown on said plat of survey. The property herein conveyed is subject to

that certain road easement from Gerald W. Cable and Glenda Sue Cable to Jeffrey Eller and Jamie McClure as recorded in Deed Book 199, Page 292, Towns County, Georgia records

Attorney Contact: Rubin Lublin Suarez Serrano, LLC, 3740 Davinci Court, Suite 400, Norcross, GA 30092 Telephone Number: (877) 813-0992 Case No. BAC-11-11619-0003

#### NOTICE OF SALE UNDER POWER **GEORGIA, TOWNS COUNTY**

T(Feb8.15.22.29)B

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Henry Hedden to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., its successors and assigns dated July 19, 2007 in the amount of \$99.000.00, and recorded in Deed Book 412, Page 518, Towns County, Georgia Records; as last transferred to Bank of America. N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP by assignment; the undersigned, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP pursuant to said deed and the note thereby secured, has de-clared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in March, 2012, during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

All that tract or parcel of land lying and be-ing in Land Lot 134, 1st Section, 17th District of Towns County, Georgia, being Tract 1 and Tract 2, comprising a total of 1.74 acres of land, as depicted on that corrective plat of survey for Henry Hedden, by Robert J. Breedlove, G.R.L.S. No. 2228, dated October 5, 2011, and being recorded at Plat Book 39, Page 162, Towns County deed records, said plat being incorporated herein by reference thereto.

which has the property address of 5127 Mineral Springs Rd, Young Harris, Georgia., together with all fixtures and other person-

al property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to col-lect attorneys' fees in accordance with the terms of the note secured by said deed.

Said property will be sold as the property of Henry Hedden and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Coun-trywide Home Loans Servicing LP

Attorney in Fact for Henry Hedden McCurdy & Candler, L.L.C.

(404) 373-1612

www.mccurdycandler.com Towns County Herald Publication Dates:02-09-2012, 02-16-2012,

Collector 2012, 03-01-2012 File No. 09-13666 /FNMA/cyeats THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T(Feb8,15,22,29)B

### **NOTICE OF SALE UNDER POWER**

STATE OF GEORGIA, COUNTY OF TOWNS Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by PHYLIS J BAIR AND A/K/A P.J. BAIR to Mortgage electronic registration Systems, INC. ("Mers") as nominee FOR DECISION ONE MORTGAGE COMPANY. LLC , dated 09/25/2006, and Recorded on 09/29/2006 as Book No. 385 and Page No. 400-411, TOWNS County, Georgia records, as last assigned to DEUTSCHE BANK NA-TIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE2, by assignment, convey-ing the after-described property to secure a Note of even date in the original princi-pal amount of \$161,250.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in March, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BE-ING IN LAND LOT 135, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 6, CONTAINING 0.813 ACRES, MORE OR LESS, OF WILLOW SPRINGS SUB-DIVISION AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED 6/1/02 EUE AND BEOPDED MI DATED 5/31/02 FILED AND RECORDED IN PLAT BOOK 28, PAGE 198, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN

BY REFERENCE HERETO. THE PROPERTY IS SUBJECT TO ALL MAT-TERS AND CONDITIONS AS SHOWN ON THE ABOVE DESCRIBED PLAT OF SURVEY.

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

3/6/12 Our file no. 1528311-FT20

**COUNTY OF TOWNS** 

T(Feb8,15,22,29)B

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from David Wayne Howington to Bank of Hiawassee dated October 19, 2009, filed November 6, 2009, in Deed Book 465 Page 281, Towns County, Georgia records; as same has been assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (hereinafter collectively referred to as the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in March, 2012, the following described real property, to wit: Parcel 1:

All that tract or parcel of land lying and being in Land Lot 3, 18th District, 1st Sec-tion, Towns County, Georgia, containing 1.852 acres, more or less, and being more particularly shown as Tract 2 on a plat of survey done by Landtech Services, Inc., dated 2/7/03, and filed and recorded at Plat Book 32, Page 154, Towns County, Georgia records, which description on said plat is incorporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey.

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

jad1 3/6/12 Our file no. 53836809 - FT5

**COUNTY OF TOWNS** 

-T(Fe8,15,22,29)B

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Barbara A. Hanley to Bank of Hiawassee, dated September 8, 2008, filed September 24, 2008 in Deed Book 441, Page 398, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank in that certain Memorandum of Purchase and As-sumption Agreement and Master Assign-ment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (as same may have been modified or assigned from time to time, collectively the "Security Deed"); and pur-suant to that certain Consent Order entered January 26, 2012 in Chapter 7 Case No. 11-22081. JPS, in the United State Rahruntav 32081-JPS in the United States Bankruptcy Court, Middle District of Georgia, Athe Division: the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in March, 2012 the following described real property,

to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 112, 18th DISTRICT, 1st SECTION OF TOWNS COUN-TY, GEORGIA, CONTAINING 0.110 ACRES, MORE OR LESS AS SHOWN ON A PLAT OF SURVEY PREPARED BY NORTHSTAR LAND SURVEYING, INC., DATED JANUARY 9, 2006 AND RECORDED IN PLAT BOOK 35, PAGE 198, TOWNS COUNTY, GEORGIA RECORDS. SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A MORE A COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

SUBJECT TO ALL MATTERS AND CONDI-TIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.

ALSO CONVEYED HEREWITH IS A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS/EGRESS AND UTILITIES FROM HIGHWAY 76 TO THE ABOVE DESCRIBED PROPERTY ALONG THE AREA BETWEEN UNDERLAY 26 AND THE ADOVE DESCRIBED HIGHWAY 76 AND THE ABOVE DESCRIBED PROPERTY, AS SHOWN ON THE ABOVE REF-ERENCE PLAT OF SURVEY.

SUBJECT TO THE RESTRICTIONS OF RE-CORDS AS FILED AND RECORDED AS EX-HIBIT B IN WARRANTY DEED FILED AND

#### NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Mick C. Youngblood to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, its successors and assigns dated March 25 2004 in the amount of \$128,000,00, and recorded in Deed Book 299, Page 483; re recorded at Deed Book 300, Page 294, Towns County, Georgia Records; as last transferred to Aurora Bank, FSB by assignment; the undersigned, Aurora Bank, FSB pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in March, 2012 , during the legal hours of sale at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

All that tract or parcel of land lying and being in Land Lot 137, 17th District, 1st Section, Towns County, Georgia, contain-ing 0.846 acres and being Lot Seventeen (17) of Townsend Mill Estates, Phase III, as shown on a plat of survey by Tamrok As-sociates, Inc., dated November 13, 1996 recorded in Plat Book 19, Page 189, Towns County records and shown on a plat of survey by Tamrok Associates, Inc., dated June 18, 1997, recorded in Plat Book 21 Page 272 Towns County records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A. The property is conveyed subject to the power line easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County

records. which has the property address of 6097 Mill Road, Young Harris, Georgia., together with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid

taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, liens, and other superior matters of record

which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Said property will be sold as the property of Mick C. Youngblood and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the pur-chaser as provided in the aforementioned Security Deed. Aurora Bank, FSB

Attorney in Fact for Mick C. Youngblood

McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com

Towns County Herald

Publication Dates:02-09-2012, 02-16-2012, 02-23-2012, 03-01-2012

File No. 11-06544 /CONV/cajohnson

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A

DEBT. ANY INFORMATION OBTAINED WILL **BE USED FOR THAT PURPOSE** 

T(Feb8.15.22.29)B

The property herein conveyed is subject to road right of ways and easements reserved by Ruth A. Gudger in Deed Book 205, Pages 493-494, aforementioned roads. SAID PLAT

Said properties are located at: 624 Highway 76 E., Clayton, Rabun County and Towns County, Georgia.

County, Georgia. The debt secured by said Security Deed is evidenced by a Promissory Note (the "Note"), dated May 22, 2009 in the original principal amount of \$678,769.69, payable, principal and interest from the date thereof shown on said Note on the unpaid balance until paid until paid.

Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpay ment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed foreclosable according to its terms. The debt remaining in default, the property

will be sold to the bighest bidder for cash as the property of Tuscany Mountain De-velopment, LLC, the proceeds to be applied to the payment of said indebtedness, at-torneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, ease-ments and liens of record with priority over the Security Deed referenced above.

To the best of the undersigned's knowledge and belief, the property is in the possession of Tuscany Mountain Development, LLC and will be sold as the property of Tuscany Mountain Development, LLC. The undersigned will execute a deed to the

purchaser as authorized in the aforementioned Security Deed. Tuscany Mountain Development, LLC

By: SCBT, N.A. d/b/a CBT, a Division of SCBT,

as Attorney-in-Fact Hulsey, Oliver & Mahar, LLP P. O. Box 1457 Gainesville, GA 30503 (770) 532-6312

PROPERTY BUILDING SET BACK LINES AS SHOWN ON

THE PROPERTY IS CONVEYED SUBJECT TO THE DECLARATION OF RESTRICTIVE COVE-NANTS FOR WILLOW SPRINGS SUBDIVISION AS RECORDED IN DEED BOOK 250, PAGES 132-133: RE-RECORDED IN DEED BOOK 253. PAGES 135-137, TOWNS COUNTY, GEORGIA RECORDS. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's having been given). The entity that fees has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: AMERICA'S SERVICING COMPANY, 3476 STATEVIEW BLVD., Foreclosure MAC# X7801-013, FORT MILL, SC 29715, 800-288-3212. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party/parties in pos-session of the subject property known as 5451 WILLOW SPRINGS ROAD, YOUNG HAR-RIS, GEORGIA 30582 is/are: PHYLIS J BAIR AND A/K/A P.J. BAIR or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and pay-able), (b) any matters which might be disclosed by an accurate survey and inspec-tion of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not lim-ited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for cer-tain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE2 as Attorney in Fact for PHYLIS J BAIR AND A/K/A P.J. BAIR. THIS LAW FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THIST DIMPORT. COLLECT A DEBT. FANY THAT PURPOSE, 20110134000693 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.

The property is conveyed subject to the EMC easement recorded at Deed Book 348, Page 91, Towns County records.

Property below the 1933 foot contour line is subject to IVA flowage easements. Also conveyed herewith is a perpetual,

Also conveyed nerowar is a porperation non-exclusive easement of ingress/egress and utilities to reach the above described and utilities to reach the above described property over and across the 20 foot easement shown on the above referenced plat of surv Parcel 2

All that tract or parcel of land lying and be-ing in Land Lot 3, 18th District, 1st Section, Towns County, Georgia, containing 1.028 acres, more or less, and being more par-ticularly shown as Tract 1 on a plat of sur-vey done by Landtech Services, Inc., dated 3/25/04, and filed and recorded at Plat Book 32, Page 75, Towns County, Georgia records, which description on said plat is incorporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above

referenced plat of survey. The property is conveyed subject to the EMC easement recorded at Deed Book 348,

Prage 91, Towns County records. Property below the 1933 foot contour line is subject to IVA flowage easements. Also conveyed herewith is a perpetual, non-

exclusive 20 foot ingress/egress and utility easement for access to the above property running to State Highway 75 as shown on the above referenced plat of survey. The debt secured by the Security Deed is evidenced by a that certain Promissory Note, dated October 19, 2009 from David Wayne Howington to the Bank of Hiawassee in the original principal amount of \$892,712.01, as assigned to Citizens South Bank, as the same has been reduced to Judgment as

evidenced by that certain Judgment filed November 28, 2011 in Civil Action File No. 11-A-03775-9, in the Superior Court of Gwinnett County, State of Georgia (the Note as reduced to Judgment is hereinafter re-ferred to as the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under

the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of David Wayne Howington, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record. To the best of the undersigned's knowledge

and belief, the real property is presently owned by David Wayne Howington. To the best of the undersigned's knowledge and belief, party in possession of the real property is David Wayne Howington and tenants holding under him.

Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for David Wayne Howington. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek

3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Feb8,15,22,29)B

RECORDED IN DEED BOOK 359, PAGES 184-186, TOWNS COUNTY, GEORGIA RECORDS. THE PROPERTY IS LOCATED IN TOWNS COUNTY AT 132 NORTH MAIN STREET, HIA-WASSEE, GEORGIA 30546. The debt secured by the Security Deed is

evidenced by a Promissory Note, dated September 8, 2008, from Barbara A. Hanley to the Bank of Hiawassee in the original principal amount of \$541.517.00: as as signed to Citizens South Bank (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms. The above-described real property will be

sold to the highest and best bidder for cash as the property of Barbara A. Hanley, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provid-ed in the Note and Security Deed. The sale shall be subject to the following: all out-standing ad valorem taxes and/or assess-ments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions

or matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Barbara A. Hanley.

To the best of the undersigned's knowledge and belief, the party in possession of the real property is Barbara A. Hanley and tenants holding under her. Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact

for Barbara A. Hanley. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP

Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 (Feb8,15,22,29)E

#### NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

T(Feb8.15.22.29)B

Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by Martin G. Rodriguez to Bank of Blairsville, being dated August 27, 2008, recorded in Deed Book 440 Pages 84-89, Towns County Georgia records, , last as-signed to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records, said Deed to Secure Debt being given to secure a note from Martin being given to secure a note from Martin G. Rodriguez to Bank of Blairsville dated August 27, 2008, in the original principal amount of \$56,539.50, with interest there-on as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in March, 2012,

the following described property: "All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 55 and 72 of Towns County, Georgia, containing 2.00 acres more or less, and be-ing more particularly described as follows: BEGINNING at the point where the Gum Long Creek intersects the south right of way line of Gum Log Road; thence along and with the said south right of way line in a easterly direction 210 feet, more or less, to a gravel road; thence along and with said gravel road 900 feet, more or less, to the point where said gravel road crosses a branch; thence long and with said branch in a westerly direction 100 feet, more or less, to the Gum Log Creek; thence along and with said Gum Log Creek in a northerly direction to the point of BEGINNING. Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property.

above described property. Said property is located at 1097 County Line Rd, Young Harris, GA 30582." The debt secured by said Deed to Secure Debt, has been and is hereby declared due because of, among other possible events of default follow to nexu the indebt decame

default, failure to pay the indebtedness as and when due and in the manner provided in the note and Deed to Secure Debt. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt, and by law, in-cluding attorneys fees (notice of intent to collect attorneys fees having been given). Said property will be sold subject to any outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, and matters of record superior to the Deed to Secure Debt, first set out above.

The individual or entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Citizens South Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the se-cured creditor is not required to negotiate, amend, or modify the terms of the mort-

gage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Martin G. Rodriguez, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine lease or tenancy may have additional rights pur-suant to the federal Protecting Tenants at

Foreclosure Act of 2009. Citizens South Bank as attorney in fact for Martin G. Rodriguez. Bruce L. Ferguson Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D

Hiawassee, GA 30546 (706)-896-9699

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T(Feb8.15.22.29)B