Towns County Herald

Legal Notices for April 18, 2012

NOTICE TO DEBTORS AND CREDITORS All creditors of the Estate of Vaughn F. McConnell, late of Towns County, Georgia deceased, are hereby notified to render in their demands to the undersigned accord-ing to law; and all persons indebted to said estate are required to make immediate payment. This the 22nd day of March, 2012.

Phyllis Townsend Personal Representative PO Box 2086 Blairsville, GA 30514 706-781-8400 T(Mar28,Apr4,11,18)E

STATE OF GEORGIA

COUNTY OF TOWNS NOTICE TO DEBTORS AND CREDITORS RE: ESTATE OF Ray Terrence Rogers All debtors and creditors of the estate of Ray Terrence Rogers, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate according to law and all persons indebted to said estate are required to make immediate payment to the Executor. This 3rd day of March, 2012 Mary E. Polly, Executor 2220 Bugscuffle Spur

Hiawassee, GA 30546 706-896-1936 912-427-2292 T(Apr18,25,May5,12)E

STATE OF GEORGIA

COUNTY OF TOWNS NOTICE TO DEBTORS AND CREDITORS RE: ESTATE OF GLADYS M. SAVAGE

All debtors and creditors of the estate of Gladys M. Savage, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate according to law and all persons indebted to said estate are required to make immediate payment to the Executor. This 26th day of March, 2012

Robert W. Savage, Executor 378 Bel Aire Drive Hiawassee, GA 30546 T(Apr4,11,18,25)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA **COUNTY OF TOWNS**

RE: Estate of Shelby Jean Allen All creditors of the estate of Shelby Jean Allen, 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 April, 2012 Wallace Allen, Personal Representative PO Box 264

Hiawassee, GA 30546 706-896-2249 T(Apr4,11,18,25)P

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA County of Towns Re: Estate of: John Donald Stevenson All creditors of the estate of John Donald Stevenson, 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 3rd day of April, 2012. Russell M. Stookey, Attorney at Law Personal Representative P.O. Box 310 Hiawassee, GA 30546

706-896-2241 T(Apr11,18,25,May2)E

NOTICE OF ARTICLES OF INCORPORATION Notice is given that Articles of Incorpora-tion that will incorporate Brasstown Repertory Theatre Company, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 353 Skipper Cove, Hiawassee, Georgia 30546 and its initial registered agent at such ad-dress is Gregory McGrath.

T(Apr11,18)P NOTICE

PROBATE COURT OF TOWNS COUNTY RE: Petition of Sally Curtis Askew to Pro-bate in Solemn Form the Will of Richard Eugene Fields, Deceased, upon which an order for service was granted by this Court on 3/21/2012.

TO: Brad Worley, Richard Fields and all interested parties and all and singular the heirs of said decedent, and to whom it may concern: This is to notify you to file objection, if there is any, to the above referenced petition in this Court on or before May 7, 2012.

NOTICE **GEORGIA, TOWNS COUNTY** PROBATE COURT

TO: All known and unknown interested parties and anyone else

ties and anyone else Opal Carnes has petitioned to be appointed Administrator(s) of the estate of Jason Carnes, deceased, of said County. (The pe-titioner has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the nettion must be in writobjections to the petition must be in writ-ing, setting forth the grounds of any such objections, and must be filed with the court objections, and must be filed with the court on or before April 30, 2012. All pleadings/ objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/ telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 T(Mar28,Apr4,11,18)B

STATE OF GEORGIA

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Because of a default in the payment of

the indebtedness secured by a Security Deed executed by Gary Owens to Mortgage Electronic Registration Systems, Inc. dated April 25, 2007, and recorded in Deed Book 403, Page 787, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, NA, by Assignment , securing a Note in the original principal amount of \$100,000.00, the holder thereof pursuant to said Deed and Note thereby secured has de-clared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, May 1, 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:

All that tract or parcel of land lying and being in LL 284, 18th District, 1st Section, Towns County, and containing 1.01 acres, more or less as shown on a plat of survey by Tamrok Engineering, Inc., dated 11/29/93, recorded in Plat Book 18, Page 177, Towns County, Georgia records which description on said plat is incorporated

The property is conveyed subject to all mat-ters and conditions as shown on the above

referenced plat of survey. The grantor grants to grantee the right to the use of the private road which leads to the above property as conveyed in the above deed at Deed Book V-1, Page 182, Towns County, Georgia records.

Also conveyed herewith is the perpetual, non-exclusive easement for ingress and egress contained in that certain Quitclaim deed filed and recorded at Deed Book 129. Page 607, Towns County, Georgia reco The property is conveyed subject to the conditions and restrictions contained in that certain quitclaim deed at Deed Book 129, Page 606, Towns County, Georgia records

Said property is known as 1564 Blackberry Lane, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any.

Said property will be sold subject to any 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, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, 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 confirmation and audit of the status of the loan with the holder of the security

Notice has been given of intention to collect attorney's fees in accordance with the terms of the Note secured by said Deed. The property, to the best information,

knowledge and belief of the undersigned, being presently in the possession of Gary Owens or a tenant or tenants. The proceeds of said sale will be applied to the payment of said indebtedness and all the expenses of said sale, including attorney's fees, all as provided in said Deed, and the balance. if any, will be distributed as provided by law. Wells Fargo Bank, NA as Attorney-in-Fact for Gary Owens File no. 11-024122 SHAPIRO & SWERTFEGER, LLP*

NOTICE OF SALE UNDER POWER TOWNS COUNTY Pursuant to the Power of Sale contained in a Security Deed given by Amanda L Land and Jimmy Land to Mortgage Electronic Registration Systems, Inc. as nominee for Transland Financial Services, Inc. dated 5/20/2004 and recorded in Deed Book 5/20/2004 and recorded in Deed Book 306 Page 771, TOWNS County, Georgia re-cords; as last transferred to Wells Fargo Bank, NA by Assignment filed for record in TOWNS County, Georgia records, conveying the after-described property to secure a Note in the original principal amount of \$ 77,900.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of TOWNS County, Georgia, within the legal hours of sale on the first Tuesday in May, 2012 (May 1, 2012), the following described property:

All that certain tract or parcel of land ly-ing and being in parts of Land Lots 162 and 153, of the 17th District, 1St Section, Towns County, Georgia, consisting of 1.0 acre, more or less, and being that part of a tract conveyed to Levena McClure from George McClure as indicated by Warranty Deed re-corded in Book Q, Page 529, Towns County, Georgia records. Said part lies between Townsend Mill road and Brasstown Creek and is the remainder of the tract conveyed by said deed after the conveyance of 1/2 acre, more or less, from Luvena McClure to

George McClure, Jr. The property conveyed by this Security Deed includes that General Manufactured Hous-ing, Inc. mobile home, Sizzler III Model #32-7676S1Z, Serial #GMHGA4310128439AB, which has been, or will be permanently af-fixed to the real property described above. The foregoing manufactured/mobile home, for all intents and purposes, is real property and is considered a permanent fixture and improvement to the land. It is not consid-

ered personal property. Being the same lands conveyed unto Jim-my Land by Warranty Deed from Luvena McClure, dated February 2, 1981, filed of record February 21, 1981, in Book 68, Page 634, in the Office of the Clerk of Superior Court, Towns County, Georgia.

GA4-0191 (#5&S) 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 pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the came made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 1838

Townsend Mill Road, Young Harris, Georgia 30582 together with all fixtures and per-sonal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Jimmy Land or tenant or tenants.

Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), (b) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) 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 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 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Wells Fargo Bank, NA as agent and Attorney in Fact for Amanda L Land and Jimmy

Aldridge Connors, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-6620066 T(Apr4,11,18,25)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

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Jean R Martin to Mortgage Electronic Registration Systems, Inc., as nominee for Ally Bank Corp. f/k/a GMAC Bank, its successors and assigns dated September 15, 2010 in the amount of \$253,878.00, and recorded in Deed Book 481, Page 796, Towns County, Georgia Records; as last transferred to GMAC Mort-gage, LLC by assignment; the undersigned, GMAC Mortgage, LLC 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 May, 2012 , during the le-gal 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:

The land referred to in this policy is situ-ated in the State of Georgia, County of Towns, City of Hiawassee, and described as follows: All that tract or parcel of land ly-ing and being in Land Lot 234, 18th District, 1st Section, Towns County, Georgia being known as Building Number Five (5) and the property beneath the building footprint as shown on the plat of survey entitled Hiawassee River Camp, prepared by LandTech Services, Inc., James L. Alexander, R.L.S. #2653, dated 02/24/06 and recorded in Plat Book 35, Page 269 Towns County Records which description on said plat is incorpo-rated herein by reference and made a part hereof.

which has the property address of 3538 Riverfront Lane, Hiawassee, Georgia., to-gether 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 Jean R Martin 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

GMAC Mortgage, LLC Attorney in Fact for Jean R Martin

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

www.mccurdycandler.com

Towns County Herald Publication Dates:04-05-2012, 04-12-2012, 04-19-2012, 04-26-2012 File No. 12-02118 /FHLMC/kgrant 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(Apr4,11,18,25)B NOTICE OF SALE UNDER POWER STATE OF GEORGIA **COUNTY OF TOWNS**

Under and by virtue of the power of sale contained with that certain Deed to Secure Debt dated December 30, 2005, from Stuart Parr to BankUnited, FSB, recorded on Janu-ary 6, 2006 in Deed Book 358 at Page 325, County, Georgia Records, having been last sold, assigned, transferred and conveyed to BankUnited, FSB nka BankUnited, N.A. by Assignment and said Deed to Secure Debt having been given to secure a note dated December 30, 2005, in the amount of \$300,800.00, said note being in default, the undersigned will sell at public outcry during the legal hours of sale before the don' of the courthouse of County, Georgia, on May 1, 2012, the following described real property (hereinafter referred to as the "Property"): ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23 & 50, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA AND BEING SHOWN AS COUNTY, GEORGIA, AND BEING SHOWN AS UNIT A, BUILDING 1, PHASE VI, WATERCREST AT FIELDSTONE CONDOMINIUMS ON A PLAT AT FIELDS IONE CONDOMINIONS ON A FLAT OF SURVEY BY LANDTECH SERVICES, INC., JAMES L ALEXANDER, GRLS #2653, DATED OCTOBER 28, 2004, AND RECORDED IN CONDOMINIUM BOOK 1, PAGE 28, TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY RECORDSC AND MADE A DADH HEREON BY REFERENCE AND MADE A PART HEREOF. SUBJECT TO THIRTY-FIVE FOOT (35') ROAD RIGHT-OF-WAY OF WATERCREST WAY AS SHOWN ON SAID PLAT. SUBJECT TO THE DECLARATION OF CONDOMINIUM COV-ENANTS, CONDITIONS AND RESTRICTIONS FOR WATERCREST AT FIELDSTONE CONDO-MINIUMS RECORDED IN DEED BOOK 252, PAGES 594-629, TOWNS COUNTY, GEORGIA RECORDS; AMENDMENT RECORDED IN DEED BOOK 321, PAGES 245-246, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON SAID PLAT. The debt secured by the Security Deed and evidenced by the net and bas been and is evidenced by the note and has been, and is hereby, declared due and payable because of, among other possible events of default, failure to make the payments as required by the terms of the Note. The debt remaining is in default and this sale will be made for the purposes of paying the Deed to Secure Debt, accrued interest, and all expenses of the sale, including attorneys' fees. Notice of intention to collect attorneys' fees has been given as provided by law. To the best of the undersigned's knowledge, the person(s) in possession of the property is/are Stu-art Parr. The property, being commonly known as 1726A Watercrest Way, Young Harris, GA 30582 in County, will be sold as the property of Stuart Parr, subject to any outstanding ad valorem taxes (including taxes which are a lien and not yet due and payable), any matters affecting title to the property which would be disclosed by accurate survey and inspection thereof, and all assessments, liens, encumbrances, restrictions, covenants, and matters of record to the Security Deed. 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 entry who shain have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows: BankUnited, 7815 NW 148 Street, Miami Lakes, FL 33016, 866-828-8478. The fore-going notwithstanding, nothing in 0.C.G.A. § 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument. The sale will be conducted subject (1) to con-firmation that the sale is not prohibited firmation that the sale is not prohibited under U.S. Bankruptcy code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Albertelli Law Attorney for BankUnited, FSB Andertein Law Attorney for bankonney, in Sa nka BankUnited, N.A. as Attorney in Fact for Stuart Parr 100 Galleria Parkway, Suite 960 Atlanta, GA 30339 Phone: (866) 690-0418 A-4222430 04/04/2012, 04/11/2012, 04/19/0112 04/18/2012, 04/25/2012 T(Apr4.11.18.25)B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by David D Ison and Jeffrey L. Deatherage to World Savings Bank, FSB dated 7/11/2007 and recorded in Deed Book 410 Page 338, Towns County, Georgia records; as last transferred to Wells Fargo Bank, N.A. aka Wachovia Mortgage a division of Wells Fargo Bank, N.A. fka Wa-chovia Mortgage, FSB fka World Savings Bank, FSB by Assignment filed for record in Towns County, Georgia records, convey-ing the after-described property to secure a Note in the original principal amount a Note in the original principal amount of \$ 208,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outery to the high-est bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in May, 2012 (May 01, 2012), the following de-ceited greach: scribed property: ALL THAT CERTAIN REAL PROPERTY SITU-

ATED IN THE COUNTY OF TOWNS STATE OF GEORGIA, DESCRIBED AS FOLLOWS:

All that tract or parcel of land lying and be-ing in Land Lot 102 & 103, 17th District, 1st Section of Towns County, Georgia, being Lot Section of rowns county, deorgia, being Lut 18, containing 1.478 acres, more or less, of Valley View Farms Subdivision as shown on a plat of survey by Northstar Surveying & Mapping, Inc., W. Garv Kendall, Registered Land Surveyor, as recorded in Plat Book 35, Page 294, Towns County, Georgia records. Said nlat incorrorated herein

Said plat incorporated herein. Subject to all matters and conditions as shown on the above referenced plat of survev.

Said property is conveyed subject to the rights of way of Mountain Shadow Road and Mountainside Drive as shown on said

Said property is conveyed subject to those certain Reservations and Restrictive Cov-enants for Valley View Farms Subdivision dated September 5, 1990, recorded in Deed Book 104, Pages 134-135, Towns County, Georgia records. Said property is conveyed subject to the

easement to Blue Ridge Mountain EMC for utilities for said subdivision as recorded in Deed Book 101, pages 625-627, Towns

County, Georgia records. Subject, however, to all easements, restric-tions and rights of way of record.

tions and rights of way of record. 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 pro-vided in the Note and Security Deed. The debt remaining in default this cale will be debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 180 Mountain Shadow Drive, Young Harris, GA 30582-2474 together with all fixtures and

personal property attached to and con-stituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in posses-sion of the subject property is (are): David D Ison and Jeffrey L. Deatherage or tenant or 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 payable), (b) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

Deed mist set out above. 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 scurity Deed. Pursuant to 0.C.G.A. Section 9-13-1721 which allows for certain procedures 172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Wells Fargo Bank, N.A. aka Wachovia Mort-gage a division of Wells Fargo Bank, N.A. fka gage a division of Wells Fargo Bank, N.A. fka Wachovia Mortgage, FSB fka World Savings Bank, FSB as agent and Attorney in Fact for David D Ison and Jeffrey L. Deatherage Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, At-Ianta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE 1080-318

BE USED FOR THAT PURPOSE, 1080-318

NOTICE OF SALE UNDER POWER

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 from PAN-HANDLE TIRE DISTRIBUTORS, INC. to UNIT-ED COMMUNITY BANK, dated January 19, 2005, recorded January 19, 2005, in Deed Book 324, Page 718, Towns County, Georgia records, as last modified by Modification of Security Deed dated December 1, 2010, re-corded in Deed Book 488, Page 144, Towns County, Georgia records; also that certain Assignment of Rents dated December 1, 2010, recorded in Deed Book 488, Page 131, Towns County, Georgia records, said Security beed being given to secure a Note from PANHANDLE TIRE DISTRIBUTORS, INC. dated December 1, 2010, in the original principal amount of Two Hundred Twenty Four Thousand Five Hundred Sixty Two and 56/100 (\$224,562.56) Dollars, with interest from date at a rate near event new computer annum on

from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in May, 2012, the following decribed property:

scribed property: All that tract or parcel of land lying and being in Land Lot 50, 17th District, 1st Section, Towns County, Georgia, and being shown as Unit "E", Building 1, Phase 2, Watercrest at Fieldstone Condominiums on a plat of survey by LandTech Services, Inc., H. Samuel Walker, G.R.L.S. #2835, dated September 16, 2002, and recorded in Con-dominium Book 1, Page 19, Towns County records, which description on said plat is incorporated herein by reference and made part hereof

Subject to a thirty-five foot (35') road rightof-way of Watercrest Way as shown on said plat.

Subject to a fifty (50') road right-of-way of Skylake Drive as shown on said plat. Subject to the Declaration of Condominium Covenants, Conditions and Restriction for Watercrest at Fieldstone Condominiums recorded in Deed Book 252, Pages 594-629, Towns County, Georgia records; Amend-ment recorded in Deed Book 253, Pages 258-260, Towns County, Georgia records. The debt secured by said Security Deed bas been and is berephy declared due bas 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 Security Deed. The debt remaining in default, this sale will be made for the number of proving the areas and e for the purpose of paying the same and all expenses of this sale, as provided in the 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 valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property is PANHANDLE TIRE DISTRIBU-

UNITED COMMUNITY BANK, as attorney in Fact for PANHANDLE TIRE DISTRIBUTORS, INC.

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923

File No. 7484A-03269 T(Apr4,11,18,25)B

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 from ROBERT TIMOTHY MCCLURE to UNITED COMMUNITY BANK, dated February 27, 2009, recorded February 27, 2009, in Deed Book 449, Page 815 and re-recorded in Deed Book 510, Page 410, Towns County, Georgia records, said Security Deed being given to secure a Note from ROBERT TIMOTHY MCCLURE of even date in the original principal amount of Forty Eight Thousand Eight Hundred and 00/100 (\$48,800.00) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in May, 2012, the following de-

All that tract or parcel of land lying and being in Land Lot 150, 17th District, 1st Section, Towns County, Lot 10, containing 1.007, more or less, of Emerald Creek Sub-

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All fore a notary public or probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/ of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may ba granted without a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 T(Mar28, Apr4, 11, 18) B

NOTICE OF ELECTION OF BLUE RIDGE MOUNTAIN SOIL AND WATER CONSERVATION DISTRICT SUPERVISOR April 9, 2012

April 9, 2012 To all qualified voters in Towns County: Notice is hereby given that on November 6, 2012, a nonpartisan election will be held

to elect 1 supervisor from Towns County in the Blue Ridge Mountain Soil and Water Conservation District. District Supervisors serve as unpaid state officials who repre-sent their counties in support of soil and water conservation activities.

May 25, 2012, is the last day on which nominations for candidates for the elec-tion will be accepted. The signatures of at least 25 qualified electors of the county are required to nominate a candidate. Can-didates must also be qualified electors of the county. Nominating petitions must be received in the office of the Towns County Election Superintendent at 91 Berrong Street, Hiawassee, GA not later than 12:00 noon on May 25, 2012. Petitions may be obtained from the Conservation Commission at the address below, from the Commission's website at www.gaswcc.org or from the Election Superintendent of Towns

County. STATE SOIL AND WATER CONSERVATION COMMISSION

Brent L. Dykes, Executive Director 4310 Lexington Road P. O. Box 8024 Athens, GA 30603 . T(Apr11,18)B

NOTICE OF SERVICE OF PROCESS **BY PUBLICATION** STATE OF NORTH CAROLINA COUNTY OF CLAY IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION 11-SP-

FOR THE ADOPTION OF: Kyla Madison Cone BY: Jonathan David Bauer, Petitioner

TO: Jessie Ivan Cone, Respondent TAKE NOTICE that a Petition for Adoption was filed by Jonathan David Bauer on the 2nd Day of March 2012, with the Clerk of Superior Court for Clay County, Hayesville, NC 28904 in the above entitled special proceeding. The Petition relates to a fe-male child born on 30th day of April, 2008 in Blairsville, Georgia. The birth mother's name is Ashlee Bauer.

TAKE NOTICE that you are required to make defense to such pleading no later than forty (40) days after the date of the first publica-tion of this notice, exclusive of such date. Upon your failure to do so, the Petitioners will apply to the Court for relief sought in the Petition. Any parental rights that you may have will be terminated upon the entry

of the decree of adoption. This the 22nd day of March, 2012 Jonathan David Bauer, Petitioner 771 Carter Cove Road Hayesville, Nc 28904 T(Mar28, Apr4, 11, 18) P

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA

United Community Bank, Plaintiff

v. Fannin Properties LLC, Jeffrey V. Curtis, Da-vid M. Neal, Lawerence R. Gross, Tim Wed-emyer and Howard W. Guthrie, Defendants Civil Action File No. 11-CV-304-MM TO: David M. Neal

Notice of Service by Publication By Order for Service by Publication dated the 19th day of December, 2011, you are hereby notified that on the 4th day of October, 2011, Plaintiff United Community Bank ("Plaintiff") filed suit against you for amounts due under a Promissory Note and corresponding Commercial Guaranties. You are required to file with the Clerk of the Superior Court, and to serve upon Plaintiff's attorney, Paul G. Durdaller, Esq., at Taylor English Duma LLP, 1600 Parkwood Circle, Suite 400, Atlanta, GA 30339, an Answer in writing within sixty (60) days from the date of the order for service by publication. Witness, the Honorable Murphy C. Miller,

Judge of this Superior Court This is 19th day of December, 201 Clerk of Superior Court, Cecil Dye r. 2011 T(Mar28,Apr4,11,18)

Attorneys and Counselors at Law 2872 Woodcock Blvd., Duke Building, Suite 100 Atlanta, GA 30341-3941 (770)220-2535/KB

WWW.Swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Apr4,11,18,25)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 Ran-dy A. Tyler and Theresa R. Tyler to Mortgage Electronic Registration Systems, Inc., dated June 8, 2007, recorded in Deed Book 407, Page 486, Towns County, Georgia Records and as modified by that certain Loan Modification Agreement recorded in Deed Book 482, Page 576, Towns County, Georgia Re-cords, as last transferred to PHH Mortgage Corporation by assignment to be recorded in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FOUR THOUSAND AND 0/100 DOLLARS (\$204,000.00), 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 May, 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: PHH Mortgage Corporation, Mailstop SV01, 2001 Leadenhall Rd, Mount Laurel, NJ 08054, 800-750-2518. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Randy A. Tyler and Theresa R. Tyler or a tenant or tenants and said property is more commonly known as 502 Kimsey Ridge Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is 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 estate and this law firm will not be seekestate and this faw firth with hot be seek-ing a personal money judgment against you. PHH Mortgage Corporation as Attorney in Fact for Randy A. Tyler and Theresa R. Tyler McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/tm10 5/1/12 Our file no. 5197712-FT15 EXHIBIT "A" All that tract or nareal of land lying and being in tract or parcel of land lying and being in Land Lot 121, 18th District, 1st Section of Towns County, Georgia, being all of Lot One (1), containing 1.050 acres, more or less, of the Kimsey Ridge Subdivision as more fully shown on a survey for Kimsey Ridge Subdi-vision, prepared by Northstar Land Survey-ing, Inc., Registered Surveyor, dated February 22, 2004, and recorded in Plat Book 34, Page 203, Towns County, Georgia records which survey in incorporated herein by ref erence for a complete description of said property. The property is conveyed subject to the fifty-foot (50') road right of way as

shown on the above referenced plat. The property is also conveyed subject to those certain Covenants and Restrictions as recorded in Deed Book 337. Pages 785-789 Towns County records. Subject to any and all easements as shown on the above reference plat or of record. MR/tm10 5/1/12 Our file no. 5197712 - FT15

T(Apr4,11,18,25)B

contained in a Security Deed given by Da-vid W. Lezenby and Karen R. Lezenby to SunTrust Mortgage, Inc., dated November 1, 2005, recorded in Deed Book 435, Page 13, Towns County, Georgia Records and as modified by that certain Loan Modification Arresponder recorded in Deed Book 400 Agreement recorded in Deed Book 402, Page 231, Towns County, Georgia Records, as last transferred to SunTrust Bank by assignment recorded in Deed Book 500, Page 131, Towns County, Georgia Records, con-veying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FORTY-NINE THOUSAND AND 0/100 DOLLARS (\$249,000.00), 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 May, 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 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 the 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 valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the 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 authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Sun-trust Mortgage, Inc., 1001 Semmes Avenue, Richmond, VA 23224, 866-384-0903. 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 David W. Lezenby and Karen R. Lezenby and we be called and we be called and we have and and and property is more commonly known as Lot 5 0ld Brasstown, 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 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 estate and this law firm will not be seeking a personal money judgment against you. SunTrust Bank as Attorney in Fact for David W. Lezenby and Karen R. Lezenby McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.fore-closurehotline.net MR/clp2 5/1/12 Our file no. 52197309-FT2 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 7 and 30 of the 17th District, 1st Section Towns County, Georgia, being Lot 5 of Old Brasstown Estates Subdivision, containing 0.867 acres, more or less, as shown on a plat of survey prepared by Northstar Land Surveying, Inc. dated May 13, 2002 and recorded in Plat Book 28, Page 134, Towns County, Georgia Records. This property is conveyed together with and subject to a non-exclusive perpetual easement for in-gress, egress and utilities, 50 feet in width, along Brasstown Lane as shown on the above-referenced plat of survey. Subject to any and all easements, rights-of-ways, restrictive or protective covenants and public utilities of record, including but not limited to the Protective Covenants and Restrictions for Old Brasstown Estates recorded tions for old Brasstown Estates recorded in Deed Book 243, Page 731, as amended in Deed Book 324, page 395 Towns County, Georgia Records. MR/clp2 5/1/12 Our file no. 52197309 - FT2 T(Apr4,11,18,25)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 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 public outcry to the highest bidder for cash at the TOWNS Country Courthouse within the legal hours of sale on the first Tuesday in May, 2012, the following described prop-erty: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 120, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA BEING 10 TS2 CONTAINING 1 282 GEORGIA, BEING LOT 52, CONTAINING 1.283 ACRES, MORE OR LESS, OF ASHELAND 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

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by K Rudy Eller to Mortgage Electronic Registration Systems, Inc. as nomi-nee for Homecomings Financial Network, Inc., its successors and assigns dated May 23, 2006 in the amount of \$242,400.00, 23, 2006 in the amount of \$242,400.00, and recorded in Deed Book 373, Page 490, Towns County, Georgia Records; as last transferred to Aurora Bank FSB by assign-ment; 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 May, 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 267, 18th District, 1st Sec-tion of Towns County, Georgia, and being Lot Six (6) of Arrowhead Estates Subdivision containing 0.72 acres as shown on a plat of survey by Tamrok Engineering, Inc., dated September 25, 1992 and recorded in Plat Book 16, Page 133, Towns County records which description on said plat is incorporated herein by reference.

Also herein conveyed is that right of in-gress and egress over Arrowhead Road and Riverside Drive to Georgia Highway 17-75 as shown on that plat recorded in Plat Book 16, Page 52, Towns County records. The property is subject to the Restrictions

for Arrowhead Estates Subdivision as recorded in Deed Book 104, Pages 797-799 as amended in Deed Book 113, Page 234

Towns County records. Subject to utility easements to Blue Ridge Mountain EMC as recorded in Deed Book 104, Page 167 and Deed Book 112, Page 504 Towns County records.

Subject to any easements, restrictions and rights of way of record. which has the property address of 4681 Arrowhead Road, Hiawassee, Georgia., to-

gether 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 K R Eller and Mary R. Eller and the proceeds a hir le will annlied to th

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 Eric King and Tonya King to Mortgage Electronic Registration Systems, Inc., dated Novem-ber 12, 2004, recorded in Deed Book 320, Page 93, Towns County, Georgia Records, as last transferred to Deutsche Bank Na-tional Trust Company, as Trustee for ABFC Asset Backed Securites Trust Series 2005-WE1 by assignment recorded in Deed Book WF1 by assignment recorded in Deed Book 453, Page 585, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED FIFTY AND 0/100 DOLLARS (\$153,850.00), 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 May, 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 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 tarms of the mort. 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 Eric King and Tonya King or a tenant or tenants and said property is more commonly known as 1580 Eagle Mountain Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the UIS Reakrunty. 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 estate and this law firm will not be seeking a personal money judgment against you. Deutsche Bank National Trust Company, as Trustee for ABFC Asset Backed Securites Trust Series 2005-WF1 as Attorney in Fact for Eric King and Tonya King McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosure-hotline.net MR/mm6 5/1/12 Our file no. 5935308-FT5 EXHIBIT "A" "All that tract or 5935308-F15 EXHIBIT "A" "All that tract or parcel of land lying and being in Land Lot 45, 18th District, 1st Section, Towns County, Georgia, containing 0.93 acres, and being Lot Five (5) of the Eagle Mountain Estates as shown on a plat of survey by B. Keith Rochester & Associates, dated September 24, 1987 recorded in Plat Book 13, Pane 63

24, 1987, recorded in Plat Book 13, Page 63 Towns County records which description on said plat is incorporated herein by refer

ence and made a part hereof. The property is conveyed subject to the road easement as shown on the above plat and the restric-tions of record pertaining to Eagle Moun-tain Estates as recorded in Deed Book 79, Pages 736-737A Towns County records. The above description is the same as

The above description is the same as found in prior deed of records as a bound-ary line survey was not done at the time of

this conveyance. Being the same property conveyed to Eric King and Tonya King from David Berrong by warranty (joint tenancy)

deed dated April 9, 1996 and recorded April 9, 1996 in Book 143, Page 220 in the Clerk of Superior Court's Office for Towns County,

Georgia. This conveyance is subject to all restrictions, easements, setback lines, and other conditions shown of record in the

Clerk of Superior Court's Office for Towns County, Georgia." MR/mm6 5/1/12 Our file no. 5935308 - FT5

T(Apr4,11,18,25)B

division, Phase I, as shown on a plat of sur-vey by Northstar Land Surveying, Inc., W. Gary Kendall, RLS #2788, dated March 31, 2003, revised March 30, 2004 and filed and recorded at Plat Book 34, Page 160, Towns County, Georgia records which description on said plat is incorporated herein by ref-

Subject to all matters and conditions as shown on above referenced plat of survey. Subject to the Deed of Easement as filed and recorded in Deed Book 377, Page 475 and in Deed Book 302, Page 479, Towns County, Georgia records. Subject to the United States Forest Service

Easement over and across Emerald Creek Road, and over the 40 foot easement and easement are and over and across Lot 3 of Emerald Creek Subdivision. Phase I as filed and recorded in Towns County, Georgia records.

Subject to the Easement to Blue Ridge Mountain EMC as filed and recorded in Deed Book 293, Pages 528-529, Towns

County, Georgia records. 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 pro-vided 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 expanses of this sale as provided and all expenses of this sale, as provided in the 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 valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the

undersigned, the party in possession of the property is ROBERT TIMOTHY MCCLURE or a tenant or tenants.

UNITED COMMUNITY BANK, as attorney in Fact for ROBERT TIMOTHY MCCLURE

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03267 T(Apr4,11,18,25)B

to all 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 FASE-MENT FOR INGRESS AND EGRESS ALONG 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 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 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 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, Foreclosure, COLUMBUS, OH 43219, 800-848-9136. Please understand that the secured creditor 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 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-perior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zon-ing ordinances, easements, restrictions, 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 Ioan 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-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(Apr4,11,18,25)B

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 K Rudy Eller McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com **Towns County Herald** Publication Dates:04-05-2012, 04-12-2012, 04-19-2012, 04-26-2012 File No. 11-18555 /CONV/kjenrette 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(Apr4,11,18,25)B