# **Towns County Herald**

### Legal Notices for April 25, 2012

### 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)B

### 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 ren-der 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.

to the undersigned. This the 2nd day of April, 2012 Wallace Allen, Personal Representative PO Box 264 Hiawassee, GA 30546 Too ooc ook

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 Stevensor, 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

Personal nop. ... P.O. Box 310 Hiawassee, GA 30546 706-896-2241 T(Apr11,18,25,May2)B

#### NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA

**COUNTY OF TOWNS** RE: ESTATE OF: WALLACE E. SOLOMON, JR. All debtors and 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 Executor. This the 18th day of April, 2012. Deborah M. Rogers, Executor 129 Kaywood Drive Sanford, Fl 32771 T(Apr25.Mav2.9.16)B

## NOTICE OF OPPORTUNITY FOR A PUBLIC HEARING

PRIVATE ENTERPRISE COORDINATION RURAL PUBLIC TRANSPORTATION PROGRAM (Towns County) is applying for funding as-sistance under Title 49 U.S.C. Section 5311 of the Federal Transit Act pertaining to rural

and small urban areas. (Towns County) will offer general public transportation to all citizens of (Towns County) for any worthwhile purpose, in-cluding but not limited to shopping, medi-cal treatment, social services and other

purposes. (Towns County) solicits private sector input and participation to assure that private forprofit transportation operators have a fair and timely opportunity to participate in the development of this program.

(Towns County) also solicits comments and concerns from the general population on local rural public transportation services. (Towns County) also solicits comments and concerns from the disabled population and their representatives to assure that issues

#### 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 EDD THAT DUBDOCT LISED FOR THAT PURPOSE

Under and by virtue of the Power of Sale contained in a Security Deed given by Randy 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 Modi-fication 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, convey-ing 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 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 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 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 va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, any assessments, liens, encumbrances zoning ordinances, restrictions, covenants and matters of record superior to the Se 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 ment. To the best knowledge and belief of the undersigned, the party in posses-sion 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 not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit 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 lie on real estate and this law firm will not 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-barga Rad Rosewell Generia 3076 www. bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/tm10 5/1/12 Our file no. 5197712-FT15 EXHIBIT "A" All that 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 Subdivision, prepared by Northstar Land Survey-ing, Inc., Registered Surveyor, dated Febru-ary 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 re-corded in Deed Book 337, Pages 785-789 Towns County records. Subject to any and all easements as shown on the above refer-ence plat or of record. MR/tm10 5/1/12 Our file no. 5197712 - FT15 T(Apr4,11,18,25)B

### NOTICE OF SALE UNDER POWER

NOTICE OF SALE ONDER FOWER 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 Da-vid W. Lezenby and Karen R. Lezenby to SunTrust Mortgage, Inc., dated November 1, 2005, recorded in Deed Book 353, Page 13, Towns County, Georgia Records and as modified by that certain Loan Modification Agreement recorded in Deed Book 402, Page 231, Towns County, Georgia Records, as last transferred to SunTrust Bank by as signment recorded in Deed Book 500, Page 131, Towns County, Georgia Records, conveying the after-described property to se-cure 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 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 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 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 inspec-tion 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: Suntrust 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 instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is David W. Lezenby and Karen R. Lezenby or a tenant or tenants and said property is more commonly known as Lot 5. Old Brasstown Young Harris Capria 5 Old 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 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 law infin with hot be seek-ing 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, Ceneria Records This property is County, Georgia Records. This property is conveyed together with and subject to a non-exclusive perpetual easement for ingress, 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, re-strictive or protective covenants and public utilities of record, including but not limited to the Protective Covenants and Restric-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 GEORGIA, TOWNS COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed overweich by Jeon Plantin to Martiage 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 Re-cords; 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 parable and nursurant to the power 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: 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 Hia-wassee 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 incorporated herein by reference and made a part

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 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 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 under-signed will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Deed. 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, Autor 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 January 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 by Assignment anu saw peeu to eccure 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 door 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 UNIT A, BUILDING 1, PHASE VI, WATERCREST AT FIELDSTONE CONDOMINIUMS ON A PLAT 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 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 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 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, all 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 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 foregoing 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 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 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, 04/18/2012, 04/25/2012 T(Apr4.11.18.25)B

NOTICE OF SALE UNDER POWER

**BEORGIA, TOWNS COUNTY** Because of default in the payment of the indebtedness, secured by a Security Deed executed by K Rudy Eller to Mortgage Elec-tronic Registration Systems, Inc. as nomi-nee for Homecomings Financial Network, Inc. its eucoescors and assigns dated May Inc., its successors and assigns dated May 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 be-ing in Land Lot 267, 18th District, 1st Sec-tion of Towns County, Georgia, and being Lot Six (6) of Arrowhead Estates Subdivi-sion containing 0.72 acres as shown on a plat of survey by Tamrok Engineering, Inc., dated Sectamber 25, 1902 and recorded 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-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 re-corded 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

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

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 pro-ceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale all as provided in said dead of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforemen-

tioned 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, Automatical and the state stat 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, General accords: as last transferred to Wells Recorgia 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-ion the after-described property to secure ing the after-described property to secure 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 outcry 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-

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

**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 LISED 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 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 DADT HERETO THE debt neared by caid A PART HEREOF The debt secured by said Security Deed has been and is hereby de-clared 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 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 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 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 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 Secu-rites Trust Series 2005-WF1 as Attorney in Fact for Eric King and Tonya King McCalla Raymer, LLC 1544 Old Alabama Road Ro-swell Cacroita 30078 www.foreclosure. Naymer, LLC 1544 UIG Alabama Koad Ko-swell, Georgia 30076 www.foreclosure-hotline.net MR/mm6 5/1/12 Our file no. 5935308-FT5 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, 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 found in prior deed of records as a boundary 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

### **STATE OF GEORGIA**

(Apr4,11,18,25)E

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

### STATE OF GEORGIA

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 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-division, Phase I, as shown on a plat of survey 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 reference

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, Geor-

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 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 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 pickthe 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

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

. 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

relating to the disabled are addressed in the service design proposed during the planning process.

Interested persons are invited to request that a public hearing will be held to discuss the services being offered or development of the application.

Written comments, requests for a public hearing and/or written notice of intent by private for-profit transportation opera-tors to provide or participate in the above services should be submitted no later than fifteen (15) days from the date of this publicatio

Bill Kendall, Sole Commissioner 48 River Street, Suite 2 Hiawassee, GA 30546 706-896-2276

If no response is received within the fifteen (15) days, the Department of Transportation will proceed with the application. T(Apr25)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 Elec-tronic 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 declared the entire amount of said indebtedness due and payable and, pursu-ant 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 pub-lic 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 herein by reference.

The property is conveyed subject to all matters 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 records. 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 re-

cords 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\*

Attorneys and Counselors at Law 2872 Woodcock Blvd., Duke Building, Suite

100 Atlanta GA 30341-3941

(T70)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

Section of Towns County, Georgia, being Lot 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. Gary Kendall, Registered Land Surveyor, as recorded in Plat Book 35, Page 294, Towns County, Georgia records. Said plat incorporated herein. Subject to all matters and conditions as

shown on the above referenced plat of

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 Sentember 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-

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 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 un-dersigned, the party (or parties) in posses-sion of the subject property is (are): David D Ison and Jeffrey L. Deatherage or tenant or tenants 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 O.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, N.A. aka Wachovia Mort-

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-lanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL DE USED FOR THAT DUBDASE 1.000, 219 BE USED FOR THAT PURPOSE. 1080-318 T(Apr4.11.18.25)B

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 Deed 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 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 described property:

All that tract or parcel of land lying and being in Land Lot 50, 17th District, 1st Section, Towns County, Georgia, and be-ing shown as Unit "E", Building 1, Phase 2, Watercrest at Fieldstone Condominiums on a plat of survey by LandTech Services, Inc., H Samuel Walker, CBLS #285, datad H Samuel Walker GBLS #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 a part hereof.

Subject to a thirty-five foot (35') road rightof-way of Watercrest Way as shown o 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,

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 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 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 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

To the best knowledge and belief of the undersigned, the party in possession of the property is PANHANDLE TIRE DISTRIBU-TORS, INC. or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Eact for PANHANNLE TIRE

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