

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 Bugsucille Spur
Hiawassee, GA 30546
706-896-1936
912-427-2292
(TApr18,25,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 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
(TApr4,11,18,25)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
(TApr4,11,18,25)B

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 4th day of April, 2012
Russell M. Stoney, Attorney at Law
Personal Representative
P.O. Box 310
Hiawassee, GA 30546
706-896-2241
(TApr11,18,25,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 18th day of April, 2012
Deborah M. Rogers, Executor
129 Kaywood Drive
Sanford, FL 32771
(TApr25,May2,9,16)B

NOTICE OF OPPORTUNITY FOR A PUBLIC HEARING
PRIVATE ENTERPRISE COORDINATION RURAL PUBLIC TRANSPORTATION PROGRAM
(Towns County) is applying for funding assistance 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, including but not limited to shopping, medical treatment, social services and other purposes.
(Towns County) solicits private sector input and participation to assure that private for-profit 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 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 operators to provide or participate in the above services should be submitted no later than fifteen (15) days from the date of this publication:
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.
(TApr25)B

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER
Because of 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, N.A., 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, 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 Tamrock 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 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 assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
Notice has been given of intention to collect attorney's fees in accordance with 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, N.A. 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
(770)220-2535/KB
www.swfleg.com
*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
(TApr4,11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR 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 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 Modification Agreement recorded in Deed Book 482, Page 576, Towns County, Georgia Records, 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 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 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 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: PHH Mortgage Corporation, Mailstop 5V01, 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 instrument. 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 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. PHH Mortgage Corporation as Attorney in Fact for Randy A. Tyler and Theresa R. Tyler
McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www foreclosurehotline.net MR/m10 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 Surveying, Inc., Registered Surveyor, dated February 22, 2004, and recorded in Plat Book 34, Page 203, Towns County, Georgia records which survey is incorporated herein by reference 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 certain 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/m10 5/1/12 Our file no. 5197712 - FT15
(TApr4,11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR 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 David 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 assignment recorded in Deed Book 500, Page 131, Towns County, Georgia Records, conveying 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 possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad 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: 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 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 or a tenant or tenants and said property is more commonly known as Lot 5 Old Brasstown Lane, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. 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 foreclosurehotline.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 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, restrictions, covenants, restrictive or protective covenants and public utilities of record, including but not limited to the Protective Covenants and Restrictions 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
(TApr4,11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed 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 Mortgage, 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 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: The land referred to in this policy is situated in the State of Georgia, County of Towns, City of Hiawassee, and described as follows: All that tract or parcel of land lying 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 incorporated herein by reference and made a part hereof.
Which has the property address of 3538 Riverfront Lane, Hiawassee, Georgia, together with all fixtures and other personal property conveyed by said deed.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
Notice has been given of intention to collect attorney's fees in accordance with said 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 Deed.
GMAC Mortgage, LLC
Attorney in Fact for
Jean R Martin
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdyandcandler.com
Towns County Herald
Publication Dates:04-05-2012, 04-12-2012, 04-19-2012, 04-26-2012
File No. 12-02118 /FHL/MC/Kgrant
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
(TApr4,11,18,25)B

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA COUNTY OF TOWNS
Under and by virtue of the power of sale contained within 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 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 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 LANDECH 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 COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERCREST AT FIELDSTONE CONDOMINIUMS 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 Debt to Secure Debt, accrued interest, and all expenses of the sale, including attorney's fees. Notice of intention to collect attorney's 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 Stuart 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 O.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 O.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 confirmation 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 900 Atlanta, GA 30339 Phone: (678) 690-0418 A-4222430 04/04/2012, 04/11/2012, 04/18/2012, 04/25/2012
(TApr4,11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by K Rudy Eller to Mortgage Electronic Registration Systems, Inc., as nominee for Homecomings Financial Network, Inc., its successors and assigns dated May 2, 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 assignment; the undersigned, Aurora Bank FSB pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in 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 Section 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 Tamrock 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 ingress 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, together with all fixtures and other personal property conveyed by said deed.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
Notice has been given of intention to collect attorney's fees in accordance with said terms of the note secured by said deed.
Said property will be sold as the property of K Rudy Eller and Mary R. Eller and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, and the undersigned will execute a deed to the purchaser 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.mccurdyandcandler.com
Towns County Herald
Publication Dates:04-05-2012, 04-12-2012, 04-19-2012, 04-26-2012
File No. 11-18855 /COMV/kjenrette
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
(TApr4,11,18,25)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 Wachovia Mortgage, FSB fka World Savings Bank, FSB 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 \$ 208,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash 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 described real property:
ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF TOWNS STATE OF GEORGIA, DESCRIBED AS FOLLOWS:
All that tract or parcel of land lying and being in Land Lot 102 & 103, 17th District, 1st 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 survey.
Said property is conveyed subject to the rights of way of Mountain Shadow Road and Mountaineer Drive as shown on said plat.
Said property is conveyed subject to those certain Reservations and Restrictive Covenants 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, restrictions and rights of way of record.
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 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): 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.
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 as provided immediately above.
Wells Fargo Bank, N.A. aka Wachovia Mortgage 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, 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. 1080-318
(TApr4,11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by K Rudy Eller to Mortgage Electronic Registration Systems, Inc., as nominee for Homecomings Financial Network, Inc., its successors and assigns dated May 2, 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 assignment; the undersigned, Aurora Bank FSB pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in 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 Section 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 Tamrock 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 ingress 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, together with all fixtures and other personal property conveyed by said deed.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
Notice has been given of intention to collect attorney's fees in accordance with said 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 Deed.
GMAC Mortgage, LLC
Attorney in Fact for
Jean R Martin
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdyandcandler.com
Towns County Herald
Publication Dates:04-05-2012, 04-12-2012, 04-19-2012, 04-26-2012
File No. 12-02118 /FHL/MC/Kgrant
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
(TApr4,11,18,25)B

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA COUNTY OF TOWNS
Under and by virtue of the power of sale contained within 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 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 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 LANDECH 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 COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERCREST AT FIELDSTONE CONDOMINIUMS 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 Debt to Secure Debt, accrued interest, and all expenses of the sale, including attorney's fees. Notice of intention to collect attorney's 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 Stuart 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 O.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 O.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 confirmation 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 900 Atlanta, GA 30339 Phone: (678) 690-0418 A-4222430 04/04/2012, 04/11/2012, 04/18/2012, 04/25/2012
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