Towns County Herald

Legal Notices for May 9, 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,May2,9)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,May2,9,16)B

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF: Patsy Moores Shively

All debtors and creditors of the estate of Patsy Moores Shively, 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 5th day of May, 2012.
Douglas Shively, Personal Representative
5370 River Birch Lane
Young Harris, GA 30582
706-379-9843
T(May9,16,23,30)B

NOTICE
STATE OF GEORGIA
COUNTY OF TOWNS

Notice is hereby given that the business operated at 7150 Canaan Drive, Hiawassee, GA 30546, in the trade name of Frogtown Cellars, LLLP, is owned and carried on by Hightower Creek Vineyards, LLC (aka Hightower Creek Vineyards) whose address is 7150 Canaan Drive, Hiawassee, GA 30546, and the statement relating thereto required by Official Code of Georgia 10-1-490 Form 440 has been filed with the Clerk of Superior Court on Towns County, Georgia.
T(May2,9)P

NOTICE TO DEBTORS AND CREDITORS

All creditors of the Estate of Velma M. Neal, late of Towns County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.

This the 24th day of April, 2012
Bruce L. Ferguston attorney for
Charles E. Neal, Executor
of the Estate of Velma M. Neal
PO Box 524
Hiawassee, GA 30546
706-896-9699
T(May9-May30)B

NOTICE OF INTENT OF ORGANIZATION
OF LIMITED LIABILITY COMPANY

Notice is given that the Articles of Organization which will organize TRUE LOVE MOUNTAIN JEWELRY & ROCK SHOP, LLC, have been delivered to the Secretary of State for filing in accordance with the applicable provisions of the Georgia Business Corporation Code. The initial registered office of the limited liability company will be located at 7651 US Highway 76, Young Harris, Georgia 30582, and its initial registered agent at such address is Belinda D. Griffin.

PAMELA KENDALL FLOYD, P.C.
Attorney at Law
P.O. Box 1114
Hiawassee, Georgia 30546
T(May9,16)B

IN THE SUPERIOR COURT
OF TOWNS COUNTY
STATE OF GEORGIA

IN RE: The name change of Petitioner, Dennis Eugene Wilson, Case No. 12-CV-134-PJ2. Notice is hereby given that Dennis Eugene Wilson, the undersigned, filed his/her petition to the Superior Court of Towns County, Georgia on the 25th day of April, 2012, praying for a change in the name of petitioner from Dennis Eugene Wilson to Danny Eugene Wilson.

This the 25th Day of April, 2012
Petitioner's Name: Dennis Eugene Wilson
Petitioner's Address:
2287 Lovingwood Road,
Hiawassee, GA 30546.
Petitioner's Telephone Number:
706-896-1939
T(May2,9,16,23)P

NOTICE
GEORGIA, TOWNS COUNTY
PROBATE COURT

TO: All known and unknown interested parties and anyone else

The petition of Bobbie Ann Yates, for a year's support from the estate of G. C. Yates, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before June 4, 2012, why said petition should not be granted.

All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. 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 no objections are filed the petition may be granted without a hearing.

David Rogers, Probate Judge
By: Bonnie Sue Dixon
Probate Clerk / Deputy Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T(May2,9,16,23)B

NOTICE FOR DISCHARGE FROM
OFFICE AND ALL LIABILITY
Probate Court of Towns County
RE: Petition of Nina E. Taylor (Formerly Know as Nina Lynch) for Discharge as Executor of the Estate of Theo P. Case, Deceased.

To: All interested parties and all and singular the heirs of said decedent, and the beneficiaries under the will, 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 14, 2012.

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. 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 no objections are filed the petition may be granted without a hearing.

David Rogers, Probate Judge
By: Bonnie Sue Dixon
Probate Clerk / Deputy Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T(May9)B

COUNTY OF TOWNS
STATE OF GEORGIA
NOTICE OF PETITION TO CHANGE NAME

Notice is hereby given that JOSEPH MICHAEL HANCOCK, the undersigned, filed his petition in the Superior Court of Towns County, Georgia, on the 1st day of May, 2012, praying for a change in the name of petitioner from JOSEPH MICHAEL HANCOCK to JOSEPH MICHAEL FOSTER. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within thirty (30) days of the filing of this petition.

This 1st day of May, 2012.
Clerk, Towns County Superior Court
T(May9,16,23,30)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 Patsy R McCall to Wells Fargo Bank, N.A., dated January 23, 2009, recorded in Deed Book 447, Page 476, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED AND 0/100 DOLLARS ($241,800.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in June, 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: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Patsy R McCall or a tenant or tenants and said property is more commonly known as 1738 Victoria Woods Drive, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Patsy R McCall McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/stm 6/5/12 Our file no. 5107912-FT17 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 159, 160 & 184 of Towns County, Georgia, shown as Lot 44, containing 0.832 acres on a plat of survey by Tamrok Engineering, Inc. Entitled "Survey for Victoria Woods Subdiv". Said plat recorded in plat book 11, page 137, Towns County, Georgia records which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the restrictions of record as pertains to Victoria Woods Subdivision, recorded in Deed Book 94, pages 130-132 and Deed Book 94, Pages 207-209, Towns County records. The property is conveyed subject to the road rights of way as shown on said plat. The property is conveyed subject to the easement granted to Blue Ridge Electric as recorded in Deed Book 93, Pages 627-629, Towns County Records. This being portion of the same property conveyed in a Warranty Deed from Cecil Sanders, Jr. to Terry E. Taylor recorded in Deed Book 93, Page 135, Towns County Records. MR/stm 6/5/12 Our file no. 5107912 - FT17
T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 477, Towns County, Georgia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY 00/100 DOLLARS ($232,730.00), 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 June, 2012, the following described property:

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 160, 18th District, 1st Section of Towns County, Georgia, being Lot 1 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and accurate description.

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). Any surplus funds shall be applied to other indebtedness owed by borrower to Lender, if any, and then disbursed in accordance with Georgia law.

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.

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants.

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, including but not limited to a determination that the loan was not reinstated prior to the foreclosure sale.

Farmers & Merchants Bank, Attorney in Fact for Mill Ridge Builders, Inc.
Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-1431.

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 477, Towns County, Georgia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY 00/100 DOLLARS ($232,730.00), 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 June, 2012, the following described property:

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 194 and 224, 18th District, 1st Section of Towns County, Georgia, being Lot 3 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and accurate description.

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). Any surplus funds shall be applied to other indebtedness owed by borrower to Lender, if any, and then disbursed in accordance with Georgia law.

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.

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants.

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, including but not limited to a determination that the loan was not reinstated prior to the foreclosure sale.

Farmers & Merchants Bank, Attorney in Fact for Mill Ridge Builders, Inc.
Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-1431.

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T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 477, Towns County, Georgia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY 00/100 DOLLARS ($232,730.00), 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 June, 2012, the following described property:

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 224, 18th District, 1st Section of Towns County, Georgia, being Lot 25 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and accurate description.

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). Any surplus funds shall be applied to other indebtedness owed by borrower to Lender, if any, and then disbursed in accordance with Georgia law.

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.

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants.

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, including but not limited to a determination that the loan was not reinstated prior to the foreclosure sale.

Farmers & Merchants Bank, Attorney in Fact for Mill Ridge Builders, Inc.
Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-1431.

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T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 477, Towns County, Georgia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY 00/100 DOLLARS ($232,730.00), 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 June, 2012, the following described property:

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 224, 18th District, 1st Section of Towns County, Georgia, being Lot 26 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and accurate description.

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). Any surplus funds shall be applied to other indebtedness owed by borrower to Lender, if any, and then disbursed in accordance with Georgia law.

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.

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants.

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, including but not limited to a determination that the loan was not reinstated prior to the foreclosure sale.

Farmers & Merchants Bank, Attorney in Fact for Mill Ridge Builders, Inc.
Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-1431.

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T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 477, Towns County, Georgia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY 00/100 DOLLARS ($232,730.00), 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 June, 2012, the following described property:

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 194 and 224, 18th District, 1st Section of Towns County, Georgia, being Lot 27 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and accurate description.

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). Any surplus funds shall be applied to other indebtedness owed by borrower to Lender, if any, and then disbursed in accordance with Georgia law.

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.

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants.

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, including but not limited to a determination that the loan was not reinstated prior to the foreclosure sale.

Farmers & Merchants Bank, Attorney in Fact for Mill Ridge Builders, Inc.
Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-1431.

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T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 477, Towns County, Georgia records, conveying the after-described property to secure a Note in the original principal amount of NINE HUNDRED FORTY TWO THOUSAND EIGHTY ONE 00/100 DOLLARS ($942,081.00), 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 June, 2012, the following described property:

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 194 & 224, 18th District, 1st Section of Towns County, Georgia, being Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and accurate description.

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). Any surplus funds shall be applied to other indebtedness owed by borrower to Lender, if any, and then disbursed in accordance with Georgia law.

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.

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants.

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, including but not limited to a determination that the loan was not reinstated prior to the foreclosure sale.

Farmers & Merchants Bank, Attorney in Fact for Mill Ridge Builders, Inc.
Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-1431.

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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 John W Burch to National City Mortgage a division of National City Bank, dated July 19, 2007, recorded in Deed Book 411, Page 494, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-THREE THOUSAND AND 0/100 DOLLARS ($53,000.00), 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 June, 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: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is John W Burch or a tenant or tenants and said property is more commonly known as 1206 Long 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. PNC Mortgage, a division of PNC Bank, National Association, successor by merger to National City Mortgage, a division of National City Bank as Attorney in Fact for John W Burch McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/dmo 6/5/12 Our file no. 5320812-FT8 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 152, 18th District, 1st Section, Towns County, Georgia, and containing 2.70 acres, more or less, as shown on a plat of survey by Tamrock Associates, Inc., dated 10/7/94 recorded in Plat Book 20, Page 98, 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. MR/dmo 6/5/12 Our file no. 5320812 - FT8
T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Horace R. Cunningham to Mortgage Electronic Registration Systems, Inc., As Nominee for Citizens South Bank, Its Successors and Assigns dated 9/16/2010 and recorded in Deed Book 481 Page 198, TOWNS County, Georgia records; 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 of $ 98,671.00, 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 June, 2012 (June 5, 2012), the following described property:

All that tract or parcel of land lying and being in the 17th District 1st Section, Land Lot 50, Towns County, Georgia, containing 0.82 acres, as shown on a plat of survey prepared by Tim Cable and Associates, dated April 8, 2003, and recorded in Plat Book 30, Page 72, Towns County, Georgia records, said plat being incorporated herein by reference.

The property is subject to an easement for ingress and egress over the subdivision road known as Cunningham Drive as shown on said plat.

The property is subject to the Forest Service Access road and the power line easement.

This sale will be made subject to any right of the United States of America to redeem the hereinabove described property within 120 days from the sale date aforesaid, in order to satisfy certain outstanding federal tax liens.

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 is commonly known as 1289 Cunningham Road, Young Harris, Georgia 30582 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): Horace R. Cunningham 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 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 foreclosure 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 Horace R. Cunningham
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. 1000-6669390
T(May9,16,23,30)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 Jeremiah A Passmore and Shannon E Passmore to Mortgage Electronic Registration Systems, Inc., dated March 20, 2008, recorded in Deed Book 429, Page 249, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 502, Page 207, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SEVEN THOUSAND NINE HUNDRED NINETY-SIX AND 0/100 DOLLARS ($107,996.00), 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 June, 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: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CA0-911-01-05, Lancaster, CA 93536, (661) 951-5100. 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 Jeremiah A Passmore and Shannon E Passmore or a tenant or tenants and said property is more commonly known as 4730 Rodovich Drive, 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. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP as Attorney in Fact for Jeremiah A Passmore and Shannon E Passmore McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/krc1 6/5/12 Our file no. 5303412-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 205 and 206 of Towns County, Georgia, containing 1.00 acre, more or less, and being shown as the northern portion of that 3.21 acre tract as shown on a plat of survey by M.E. Richards dated July 23, 1985 and recorded in Towns County Records in Plat Book 8, Page 187. Three tracts having been previously conveyed as shown in Towns County Records in Plat Book 24, Page 191, Plat Book 24, Page 1, and Plat Book 23, Page 156. The property is subject to road easements as shown on plat. The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book168, page 336, Towns County Records. The property is subject to the boundary line agreement as recorded in Deed Book 80, page 572, Towns County Records The property is subject to the restrictions as recorded in Deed Book 107, pages 668-669, Towns County Records. Grantors also grants to grantee a non-exclusive perpetual easement for ingress and egress to the above described property along the road as shown on said plat. Easement running from Upper Pott Town Road. MR/krc1 6/5/12 Our file no. 5303412 - FT11
T(May9,16,23,30)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 Richard K. Cornett to Mortgage Electronic Registration Systems, Inc., dated February 12, 2008, recorded in Deed Book 427, Page 533, Towns County, Georgia Records, as last transferred to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 469, Page 179, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED FIFTY AND 0/100 DOLLARS ($179,350.00), 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 June, 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: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CA0-911-01-05, Lancaster, CA 93536, (661) 951-5100. 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 Richard K. Cornett or a tenant or tenants and said property is more commonly known as 3726 Fodder Creek 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. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP as Attorney in Fact for Richard K. Cornett McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/krc1 6/5/12 Our file no. 53657609-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th District, 1st Section and Land Lot 226 of Towns County, Georgia, containing 4.593 acres, more or less, as shown on a plat of survey by Tamrock Associates, Inc., dated October 18, 1997, and recorded in Towns County records in Plat Book 23, Page 54. Said plat is incorporated herein by reference, for a full and complete description of the above described property. Conveyed herein is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. MR/krc1 6/5/12 Our file no. 53657609 - FT11
T(May9,16,23,30)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 Don F Schuppert to Commonwealth United Mortgage, a division of National City Bank of Indiana, dated July 22, 2005, recorded in Deed Book 344, Page 588, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED AND 0/100 DOLLARS ($167,400.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in June, 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: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Don F Schuppert and Cathy M Schuppert or a tenant or tenants and said property is more commonly known as 5719 Pine Crest Road, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank, National Association, successor by merger to Commonwealth United Mortgage Company, a division of National City Bank of Indiana as Attorney in Fact for Don F Schuppert McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ras 6/5/12 Our file no. 523812-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lots 63 & 82, District 17, Section 1, Towns County, Georgia, containing 1.341 acres, more or less, and being Lot 6, Pinecrest Subdivision, as shown on plat of survey entitled "Survey for Pinecrest Subdivision" by Northstar Land Surveying, Inc., W. Gary Kendall, R.L.S. #2788 dated June 25, 2004 and recorded in Plat Book 32, page 202, Towns County Records. Which description on said plat is incorporated herein by reference hereto. Subject property is conveyed subject to restrictions of record as pertains to Pine Crest Subdivision as recorded in Deed Book 272, page 274 and Deed Book 115, Pages 61-99, Towns County Records. MR/ras 6/5/12 Our file no. 523812 - FT15
T(May9,16,23,30)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 Barbara L Shirley and James R Shirley to National City Mortgage Co., dated October 26, 2006, recorded in Deed Book 398, Page 172, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED AND 0/100 DOLLARS ($168,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in June, 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: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Barbara L Shirley and James R Shirley or a tenant or tenants and said property is more commonly known as 351 Longview Drive Unit 1, 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. PNC Bank, National Association, successor by merger to National City Mortgage, a division of National City Bank as Attorney in Fact for Barbara L Shirley and James R Shirley McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ras 6/5/12 Our file no. 5443812-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Section 1, District 18, Land Lot 118, Towns County, Georgia, and being known as Lot U-1, of Nantahala Bay Club, as shown on a plat of survey entitled "Preliminary Site Plan of Nantahala Bay Club - 39 lots drawn for NBC Development Corp.", by William F. Rolander, R.S., dated 1/2/91, revised 9/1/92, and recorded in Plat Book 17, Page 93 in the Office of the Clerk of Superior Court, Towns County, Georgia. Said plat being incorporated herein by reference. Said property being conveyed subject to the sewer line easements as shown on plat and is conveyed subject to those restrictions and protective covenants for Nantahala Bay Club as recorded in Deed Book 97, Page 107, Towns County Records and as amended in Deed Book 129, Pages 370-371. Also conveyed herewith is a perpetual non-exclusive right of ingress and egress from Longview Drive (a city street) to said property over Admiral's Point) The property is conveyed subject to the driveway easement as shown on said plat. MR/ras 6/5/12 Our file no. 5443812 - FT15
T(May9,16,23,30)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 Tony F. Hunt and Vonnie Sue Hunt to Mortgage Electronic Registration Systems, Inc., dated January 26, 2004, recorded in Deed Book 294, Page 687, Towns County, Georgia Records, as last transferred to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 469, Page 12, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of NINETY-THREE THOUSAND FIVE HUNDRED THIRTY-TWO AND 0/100 DOLLARS ($93,532.00), 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 June, 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: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CA0-911-01-05, Lancaster, CA 93536, (661) 951-5100. 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 Tony F. Hunt and Vonnie Sue Hunt or a tenant or tenants and said property is more commonly known as 2353 Rainbow Ridge, 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. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Tony F. Hunt and Vonnie Sue Hunt McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ms3 6/5/12 Our file no. 53693009-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 185, 18th District, 1st Section of Towns County, Georgia, containing 1.404 acres and being Lot Seven (7) of Rainbow Ridge Acres as shown on a plat of survey by Northstar Land Surveying, Inc. dated September 19, 2001 and recorded in Plat Book 29, Page 199, Towns County, Georgia records which description on said plat is incorporated herein by reference. The property is conveyed subject to the power poles and the road right of way as shown on said plat. The property is conveyed subject to the easement granted to the Blue Ridge Mountain EMC as recorded in Deed Book 163, Page 295, Towns County, Georgia records. Together with those certain housing unit which were formerly personal property but are now permanently annexed and affixed to the above described land as a permanent improvement and which are more particularly described as a 2002 Clayton Model and having Serial Numbers of CLR01-9832TNAB. MR/ms3 6/5/12 Our file no. 53693009 - FT11
T(May9,16,23,30)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 Jeffery Lovelady and Detra Lovelady to Mortgage Electronic Registration Systems, Inc., dated May 5, 2008, recorded in Deed Book 434, Page 52, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 501, Page 821, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED ELEVEN AND 0/100 DOLLARS ($253,711.00), 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 June, 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: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CA0-911-01-05, Lancaster, CA 93536, (661) 951-5100. 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 Jeffery Lovelady and Detra Lovelady or a tenant or tenants and said property is more commonly known as 593 Glen Rd, 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.

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP
as Attorney in Fact for
Jeffery Lovelady and Detra Lovelady
McCalla Raymer, LLC
1544 Old Alabama Road
Roswell, Georgia 30076
www.foreclosurehotline.net
MR/ms3 6/5/12
Our file no. 5405512-FT11
EXHIBIT "A"

All that tract or parcel of land lying and being in the 18th District, 1st Section, being part of Land Lot 231, Towns County, Georgia, containing 2.69 acres, as shown on a plat of survey prepared by Tamrok Engineering, Inc., Tommy J. Phillips, RLS, Dated 5/2/90, recorded in Plat Book 14, Page 29 Towns County Records which description is incorporated herein by reference, and being more particularly described as follows:

Beginning at the corner common to Land Lots 231, 232, 256, and 257 of said District and Section; thence running N 0 degrees 03' 45" E 956.65 Feet to an iron pin, the same being the true point of beginning, thence running S 89 Degrees 24' 47" W 478.98 Feet to an iron pin; thence running N 18 degrees 20' 24" W 239.13 feet to an iron pin; thence running N 89 degrees 30' 16" E 553.23 feet to an iron pin; thence running S 00 degrees 14' 56" E 226.86 Feet to the true point of beginning.

Also conveyed herein is an easement of ingress and egress to and from the above described tract running along the presently existing 20 Foot right of way for Glen Road as shown on said plat of survey; thence leaving said Road Right of Way and running Northeasterly, with the presently existing private driveway of Grantor Located upon the 1.80 Acre tract as shown on the above referenced Plat of Survey, and thence to continue from the end of the presently existing driveway in a Southeasterly direction, crossing the Northern Apex of the 1.00 Acre tract shown on said Plat, to the northwestern corner of the above described tract.

Address: 593 Glen RD; Hiawassee, GA 30546
Tax Map or Parcel ID NO.: 00470-030-000
MR/ms3 6/5/12
Our file no. 5405512 - FT11
T(May9,16,23,30)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 DANIEL BARRETT and DONNA BARRETT to MACON BANK, INC., dated September 21, 2005, recorded September 21, 2005, in Deed Book 347, Page 777, Towns County, Georgia records, said Security Deed being given to secure a Note from DANIEL BARRETT and DONNA BARRETT of even date in the original principal amount of One Hundred Forty Eight Thousand and 00/100 ($148,000.00) 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 June, 2012, the following described property:

All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 92, Towns County, Georgia, containing 0.938 acres, more or less, as shown on a plat of survey by Patterson & Dewar Engineers, Inc. dated October 15, 2001, recorded in Plat Book 27, page 237, Towns County records. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

The property is conveyed subject to the easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 221, Page 262, Towns County records.

The property is conveyed subject to the road easement and water line easement as shown on said plat.

The grantor grants to grantee the 20 foot septic drain field easement as shown on said plat.

The property is subject to the septic tank easement serving the adjacent 1.327 acre parcel which lies north and west of the above described property.

The property is restricted against mobile homes and commercial chicken or hog farming.

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 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.

To the best knowledge and belief of the undersigned, the party in possession of the property is DANIEL BARRETT and DONNA BARRETT or a tenant or tenants.

MACON BANK, INC.,
as attorney in Fact for DANIEL BARRETT and DONNA BARRETT
L. Lou Allen
Stites & Harbison, PLLC
11 Mountain Street, Suite 8
Blue Ridge, Georgia 30513
(706) 632-7923
File No. MA404-0MA13
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(May9,16,23,30)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 DANIEL BARRETT and DONNA S. BARRETT to MACON BANK, INC., dated January 2, 2009, recorded January 26, 2009, in Deed Book 447, Page 394, Towns County, Georgia records, said Security Deed being given to secure a Note from DANIEL BARRETT and DONNA S. BARRETT of even date in the original principal amount of Sixty Eight Thousand and 00/100 ($68,000.00) 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 June, 2012, the following described property:

All that tract or parcel of land lying and being in Land Lots 92, 17th District, 1st Section, Towns County, Georgia, containing 2.625 acres as shown on a plat of survey by Tamrok Associates, Inc., dated 8/14/98, recorded in Plat Book 23, page 212, Towns County records. Said plat is incorporated herein by reference.

The property is conveyed subject to the Easement granted to Blue Ridge Mountain EMC as recorded in Deed Book 113, page 380, Towns County Records. The property is conveyed subject to the road right of way as shown on said plat. The property is restricted against mobile homes and commercial chicken or hog farming. The property is subject to the septic tank serving the adjacent 1.327 acre parcel which lies North and West of the above described property.

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 92, 17th District, 1st Section, Towns County, Georgia, containing 0.938 acres, more or less, as shown on a plat of survey by Patterson & Dewar Engineers, Inc., dated October 15, 2001, recorded in Plat Book 27, page 237, Towns County records which description on said plat is incorporated herein by reference.

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 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.

To the best knowledge and belief of the undersigned, the party in possession of the property is DANIEL BARRETT and DONNA S. BARRETT or a tenant or tenants.

MACON BANK, INC.,
as attorney in Fact for DANIEL BARRETT and DONNA S. BARRETT
L. Lou Allen
Stites & Harbison, PLLC
11 Mountain Street, Suite 8
Blue Ridge, Georgia 30513
(706) 632-7923
File No. MA404-0MA13(A)
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(May9,16,23,30)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 MARK J. SHOOK and ANITA L. SHOOK to UNITED COMMUNITY BANK, dated November 24, 2004, recorded December 10, 2004, in Deed Book 321, Page 609, Towns County, Georgia records, as last modified by Modification of Security Deed dated April 27, 2011, recorded in Deed Book 494, Page 613, Towns County, Georgia records, said Security Deed being given to secure a Note from MARK J. SHOOK D/B/A SHOOK'S BODY SHOP and ANITA M. SHOOK dated April 27, 2011, in the original principal amount of Three Hundred Eighty Five Thousand Five Hundred Thirty Two and 67/100 ($385,532.67) 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 June, 2012, the following described property:

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 17TH DISTRICT, 1ST SECTION, LAND LOT 55, TOWNS COUNTY, GEORGIA CONTAINING 0.36 ACRE, AS SHOWN ON A PLAT OF SURVEY PREPARED BY TIM CABLE SURVEYING, TIMOTHY PRESCOTT CABLE, RLS #2582, DATED 12-05-96, AND RECORDED IN PLAT BOOK 19, PAGE 179, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A COMPLETE DESCRIPTION.

ALSO CONVEYED IS A NONEXCLUSIVE PERPETUAL EASEMENT TO AND FROM U.S. HIGHWAY 76 AND THE SUBJECT PROPERTY, OVER THE PRESENTLY EXISTING SHOOK-BARRETT ROAD.

SUBJECT TO THE POWER LINE EASEMENT AS SHOWN ON SAID PLAT.

SUBJECT TO AN EASEMENT OVER THE SOUTHEASTERN CORNER OF SAID PROPERTY AS SHOWN ON SAID PLAT.

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 1, DISTRICT 17, LAND LOT 55, TOWNS COUNTY, GEORGIA, CONTAINING 0.25 ACRE, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY ENTITLED "SURVEY FOR MARK J. SHOOK", BY CHEROKEE LOG SURVEYING CO. INC., JOEL JORDON, REGISTERED SURVEYOR, AS RECORDED IN PLAT BOOK 14, PAGE 249, IN THE OFFICE OF THE CLERK, SUPERIOR COURT, TOWNS COUNTY, GEORGIA, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN.

THE GRANTOR GRANTS TO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY ALONG THE ESTABLISHED ROAD AS SHOWN ON SAID PLAT.

TRACT 3:

ALL THAT TRACT OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN SECTION 1, DISTRICT 17, LAND LOT 55, TOWNS COUNTY, GEORGIA, CONTAINING 1.0 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY ENTITLED "MARK SHOOK PROPERTY" DATED JANUARY 16,1981, AND RECORDED IN PLAT BOOK 6, PAGE 215, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF TOWNS COUNTY, GEORGIA, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER LINE OF U.S. HIGHWAY 76 AND THE ROAD RUNNING INTO THE HOWARD SHOOK PROPERTY; RUNNING THENCE ALONG THE CENTERLINE OF SAID PRIVATE ROAD NORTH 05 DEGREES WEST 128 FEET; THENCE NORTH 43 DEGREES WEST 140 FEET; THENCE ALONG THE WESTERN LINE OF SAID ROAD NORTH 26 DEGREES WEST 65 FEET TO AN IRON PIN; SAID IRON PIN BEING THE TRUE POINT OF BEGINNING; THENCE RUNNING NORTH 70 DEGREES EAST 16 FEET TO AN IRON PIN; THENCE RUNNING NORTH 25 DEGREES WEST 144 FEET TO A 12 INCH LOCUST TREE, SAID POINT BEING KNOWN HEREINAFTER AS POINT A; RUNNING THENCE SOUTH 25 DEGREES WEST 14 FEET TO THE CENTERLINE OF A BRANCH; RUNNING THENCE ALONG THE CENTERLINE OF SAID BRANCH TO A POINT AT THE INTERSECTION OF SAID BRANCH AND A DITCH; RUNNING THENCE FROM SAID POINT ALONG THE CENTERLINE OF THE DITCH SOUTH 09 DEGREES EAST 10 FEET TO AN IRON PIN, HEREINAFTER DESIGNATED AS IRON PIN B, THE SURVEYOR'S TRAVERSE CHORDS FROM POINT A TO IRON PIN B BEING AS FOLLOWS: SOUTH 71 DEGREES WEST 96 FEET, SOUTH 73 DEGREES WEST 133 FEET TO SAID IRON PIN B; RUNNING THENCE ALONG THE CENTERLINE OF SAID DITCH FOR THE FOLLOWING SURVEYOR'S CHORDS; SOUTH 09 DEGREES EAST 71 FEET, SOUTH 16 DEGREES EAST 57 FEET TO AN IRON PIN; THENCE LEAVING THE CENTERLINE OF SAID DITCH AND RUNNING NORTH 74 DEGREES EAST 230 FEET TO THE BEGINNING IRON PIN.

CONVEYED HEREWITH IS A PERPETUAL EASEMENT OF INGRESS AND EGRESS RUNNING ALONG THE ROADWAY AS SHOWN ON SAID PLAT;

ALSO CONVEYED HEREWITH IS A PERPETUAL EASEMENT FOR A WATERLINE FROM U.S. HIGHWAY 76 TO SAID PROPERTY;

SAID PROPERTY IS CONVEYED SUBJECT TO THE RIGHT OF HOWARD SHOOK TO RUN A DITCH ACROSS THE ROAD WHICH RUNS ACROSS THE PROPERTY OF THE GRANTORS HEREIN.

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 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.

To the best knowledge and belief of the undersigned, the party in possession of the property is MARK J. SHOOK and ANITA L. SHOOK or a tenant or tenants.

UNITED COMMUNITY BANK,
as attorney in Fact for MARK J. SHOOK and ANITA L. SHOOK
L. Lou Allen
Stites & Harbison, PLLC
11 Mountain Street, Suite 8
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-00715
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(May9,16,23,30)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 Sammy Johnson and Margie Johnson to Oceanmark Bank, F.S.B. dated November 22, 1995 in the amount of $67,500.00, and recorded in Deed Book 140, Page 330, Towns County, Georgia Records; as last transferred to The Bank of New York Mellon f/k/a The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, as Trustee for GSAMP Trust 2003-SEA, Mortgage Pass-Through Certificates, Series 2003-SEA by assignment; the undersigned, The Bank of New York Mellon f/k/a The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, as Trustee for GSAMP Trust 2003-SEA, Mortgage Pass-Through Certificates, Series 2003-SEA 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 June, 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 72, 17th District, 1st Section of Towns County, Georgia, containing 1.0 acre, more or less, and Lot of Land #72 in 18th District 1st Section of Land Lot Towns County, Georgia, as shown on a plat of survey made by C.E Farley, R.S., on December 2, 1966, said plat reading as follows:

Beginning at the point where the road forks; thence with the centerline of the right hand road South 76 degrees East 265 feet to a point; thence with the centerline of a point; thence North 32 degrees East 182 feet to a point; thence North 54 degrees, 30 minutes West 190 feet to a point in the centerline of the left hand road first mentioned above; thence with the centerline of said road South 44 degrees, 30 minutes west 165 feet to a point; thence continuing along said centerline of the road, south 45 degrees west, 115 feet to the Point of Beginning.

which has the property address of 1152 Old Forge Estate Road, now known as 1140 Old Forge Estates, 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 attorneys' fees in accordance with the terms of the note secured by said deed.

Said property will be sold as the property of Sammy Johnson and Margie Johnson 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.

The Bank of New York Mellon f/k/a The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, as Trustee for GSAMP Trust 2003-SEA, Mortgage Pass-Through Certificates, Series 2003-SEA
Attorney in Fact for
Sammy Johnson and Margie Johnson
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates:05-10-2012, 05-17-2012, 05-24-2012, 05-31-2012
File No. 11-11714 /CONV/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.
T(May9,16,23,30)B

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

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Riverlands Three, LLC to Bank of Hiawassee dated April 10, 2007, filed April 12, 2007 in Deed Book 402, Page 414, Towns County, Georgia records; as modified by that certain Modification of Deed to Secure Debt dated December 30, 2009, filed January 5, 2010 in Deed Book 468, Page 150, aforesaid records; as same has been assigned to Citizens South Bank in that certain Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (as same may have been further modified, renewed, or amended, the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the court house door of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in June, 2012, the following described real property, to wit:

ALL THAT TRACT OR PARCEL OF LAND BEING IN LAND LOT 44, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 38.93 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY B. KEITH ROCHESTER & ASSOCIATES, IN., DATED AUGUST 26, 1987, RECORDED IN PLAT BOOK 12, PAGE 118, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

SUBJECT TO ALL MATTERS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.

ALSO CONVEYED HEREWITH IS A RIGHT OF WAY FOR ROAD ALONG THE PRESENT ROAD AS NOW CONSTRUCTED THROUGH WHAT WAS FORMERLY KNOWN AS THE H.H. BURCH LAND AND LATER OWNED BY CORA RUSSELL.

The debt secured by said Security Deed is evidenced by certain Renewal Promissory Note, dated December 30, 2009 from Riverlands Three, LLC to the Bank of Hiawassee in the original principal amount of $1,534,950.00, as assigned to Citizens South Bank, as the same has been reduced to a Judgment as evidenced by that certain Judgment filed June 21, 2011 in Civil Action File No. 10-CV-3134B in the Superior Court of Hall County, State of Georgia (the Note as reduced to the Judgment is hereinafter referred to as the "Note"), plus interest from date on the unpaid balance until paid, and other indebtedness.

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

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

To the best of the undersigned's knowledge and belief, the real property is presently owned by Riverlands Three, LLC.

To the best of the undersigned's knowledge and belief, party in possession of the real property is Riverlands Three, LLC and tenants holding under it.

Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Riverlands Three, LLC.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
T(May9,16,23,30)B

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

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Gary B. Pearman to Bank of America, N.A. in the original principal amount of $134,400.00 dated 09/26/2005, and recorded in Deed Book 349, page 220, Towns County records, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of June, 2012 by Bank of America, N.A., as Attorney-in-Fact for Gary B. Pearman the following described property:

All that tract or parcel of land lying and being in Land Lots 29 & 44, District 17, Section 1, Towns County, Georgia, being shown as Tract Two (2) containing 1.167 acres, more or less, as shown on a plat of survey entitled "Survey for Carmolita Haney" by Northstar Land Surveying, Inc., W. Gary Kendall, RLS #2788, dated 7/27/04 and recorded in Plat Book 32, Page 204, Towns County records, said plat being incorporated herein by reference.

Also conveyed is a right of ingress and egress over Settlement Road and all existing roads as shown on the above referenced survey, including the gravel road to the South of Tract 1.

Also, conveyed is a right of ingress and egress over the existing roads as shown on the survey recorded in Plat Book 5, Page 45 Towns County records, the same being the road referred to on said plat as Settlement Road and the road leading off of said road in west direction and then a south direction.

[illegible]

The debt secured by said Deed to Secure Debt has been and is hereby declared due and payable 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. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

[illegible]

Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is:

Bank of America, N.A.
Attn: Loss Mitigation, P. O. Box 5170, MS SV3140
Simi Valley, CA 93065
Phone: 800-669-6650

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

To the best of the undersigned's knowledge and belief, the party in possession of the property is Gary B. Pearman.

Bank of America, N.A., as Attorney-in-Fact for Gary B. Pearman.

This law firm is acting as a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

Pendergast & Associates, P.C.
South Terraces, Suite 1000
115 Perimeter Center Place
Atlanta, GA 30346
Phone – (770) 392-0398
Toll Free – (866) 999-7088
www.penderlaw.com
Our File No. 12-03742
T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

[illegible]

Community & Southern Bank, as Attorney-in-Fact for Judy Lynn Peebles and Robbie Neil Wike
Contact: Guillermo Todd, Esq.
Busch, Slipakoff & Schuh, LLP
3350 Riverwood Parkway, Suite 1550
Atlanta, Georgia 30339
Telephone: (770) 790-3550
T(May9,16,23,30)B