## Towns County Herald

## Legal Notices for March 11, 2015

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF JANE BOREN CHAMBERS All creditors of the estate of Jane Boren Cham-bers, 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 persons intended to said estate are required to make immediate payment to the undersigned. This the 10th day of February, 2015. By: Fair Ray, Personal Representative 2107 W. 49th Terrace Westwood Hills, KS 66205

NOTICE TO DEBTORS AND CREDITORS

Hoard Douglas DeLorme,

Personal Representative 5686 Primrose Lane Young Harris, GA 30582 706-379-2067

STATE OF GEORGIA COUNTY OF TOWNS
RE: Estate of Donald Claud Barnett
All creditors of the estate of Donald Claud Barnett, 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 12th day of February, 2015
Hoard Douglas DeLorme.

IN THE SUPERIOR COURT OF TOWNS COUNTY

STATE OF GEORGIA
IN RE: Kevn Thomas Howard
Civil Action No.: 15-CV-28-SG
Order for Notice of Petition to Change Name A petition has been filed in the Superior Court

A petution has been filed in the Superior Court of Towns County, Georgia on the 25th day of February 2015, praying for a change in his name from Kevin Thomas Howard to Kevin Thomas Sharpe, II. 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 30 days of the filing of

ADVERTISEMENT FOR BIDS Federal Project No. CSSTP-0007-00(495)

Lumpkin, Iowns, onlon, write counties Sealed proposals for furnishing all labor, ma-terial, equipment and other things necessary for the following work will be received by the undersigned at the Department of Transporta-tion, One Georgia Center, 600 West Peachtree Street, NW, Atlanta, Georgia, 30308 until 11

Am., March 20, 2015 and publicly opened.
Traffic Signal Upgrades at various locations in Lumpkin, Towns, Union and White; also includes installation of intersection video detection systems (VDS).

Plans and specifications may be inspected at

rians and specimentations may be inspected at the District Office as indicated. Copies of the standard specifications (\$35) may be obtained from the state transportation office engineer at One Georgia Center, 600 West Peachtree Street, NW, in Atlanta, telephone number (404) 631-1215. Plans are available as indicated.

Payment of the correct amount must be made within 30 days of billing; such payments are not refundable.

Payment will be made to the contractor each calendar month based on the estimated work complete in place as prescribed by the standing specifications.
The state reserves the right to reject any or

for City of Young Harris Maple Street Intersection – Road Improvement

Project
The City of Young Harris (City) is soliciting competitive sealed bids from qualified contractors for an intersection improvement project located at Maple Street and Hwy No. 76. Sealed bids shall be delivered to The City of Young Harris (ATTN: Mayor Andrea Gibby), at P.O. Box 122 or 50 Irene Berry Drive, Young Harris, Georgia 30582 by 3:00 P.M. local time on Friday, April 3rd, 2015. Any bids received 24th 3:00 P.M. will not be accepted.

on Friday, April 3rd, 2015. Any bids received after 3:00 PM. will not be accepted. Work required under this Contract includes furnishing all materials, labor, equipment, etc. for the intersection and road improvement work for Maple Street at Hwy No. 76.

Interested Bidders can obtain a more detailed

Scope of Work and Construction Plans by con-

ites at 706-632-4981 or by emailing at rdyer@ hayesjames.com. A mandatory pre-bid conference is scheduled

for 11:00 a.m. on Tuesday, March 24th, 2015

at Young Harris City Hall. All interested bidders are strongly urged to attend. Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper documentation that said Corporation is authorized to do business in the State of Georgia.

No Bidder may withdraw its Bid within ninety

The winning bidder will be required to post a Performance and Payment Bond for this proj-

Envelopes containing the Bids must be sealed. Envelopes containing the Bloss must be sealed, addressed to the City of Young Harris at P.O. Box 122, Young Harris, Georgia 30582 and marked "MAPLE STREET — ROAD IMPROVEMENT PROJECT". Bids can be mailed or delivered to City Hall at 50 Irene Berry Drive, Young

The start and completion dates for this proi-

ect will be a six (6) week period beginning on May 11th 2015 and must be completed no later than June 19th, 2015. The City may retain from

the Contractor monies which may become due in the amount of FIVE-HUNDRED DOLLARS due in the amount of FIVE-HUNDRED DOLLARS (\$500.00) per day for each calendar day that the completion of the work may be delayed beyond the specified date. The City reserves the right to reject any or all bids, to waive technicalities, and to make an

award deemed in the City's best interests.

(90) days after the actual date of the openi thereof.

ect, once selected.

Harris, GA 30582

CITY OF YOUNG HARRIS

Lumpkin, Towns, Union, White Counties

with said Court witnin 30 day said petition. This 25 day of February, 2015 Cecil Dye, Clerk Towns County Superior Court Enotah Judicial Circuit

(E)

NT(Mar4,11)B NOTICE OF BID

(E) Contract Time: 8/31/2016 District OfficE: Gainesville Proposal Guaranty: 5.00% Price of Plans: DBE: 15.00

STATE OF GEORGIA

COUNTY OF TOWNS
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Raymond L. Kelly
All debtors and creditors of the estate of Ray-Interested Bidders can obtain a more detailed Request for Proposals by contacting Reid Dyer with Hayes, James & Associates at 706-632-All debtors and creditors of the estate of Ray-mond L. Kelly, 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 12th day of February, 2015 Selma Rebecca Gibson, Executor Address: 2327 Jim Waten Read

com.

A mandatory pre-bid conference is scheduled for 9:30 a.m. on Tuesday, March 24th, 2015 at Young Harris City Hall. All interested bidders are strongly urged to attend.

Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper documentation that said Corporation is authorized to do business in the State of Georgia.

No Bidder may withdraw its Bid within ninety (90) days after the actual date of the opening thereof.

The selected contractor will be required to provide the City with a Letter of Credit for this

project. Envelopes containing the Bids must be sealed, addressed to the City of Young Harris at P.O. Box 122, Young Harris, Georgia 30582 and marked "SUNSET DRIVE - CULVERT REPLACE-MENT PROJECT". Bids can be mailed or deliv-ered to City Hall at 50 Irene Berry Drive, Young Harris. GA 30582

due in the amount of FIVE-INVINED DUCLARS (\$500.00) per day for each calendar day that the completion of the work may be delayed beyond the specified date.

The City reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in the City's best interests.

CITY OF YOUNG HARRIS

NOTICE OF SALE UNDER POWER

Because of a default in the payment of the Because of a default in the payment of the indebtedness secured by a Security Deed executed by Arvind Raina and Maninder Kaur to Mortgage Electronic Registration Systems, Inc. as nominee for Provident Funding Associates, L.P. dated August 6, 2009, and recorded in Deed Book 460, Page 636, 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 \$312,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, April 7, 2015, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the prop erty described in said Deed, to-wit:

erty described in said Deed, to-wit:
ALL THAT TRACT OR PARCEL OF LAND LYING
AND BEING IN LAND LOT 159, 18TH DISTRICT,
1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 3.407 ACRES, AND BEING AS TRACT
ONE (1) ON A PLAT OF SURVEY BY T. KIRBY
AND ASSOCIATES, INC. DATED 02/22/2008, RECORDED IN PLAT BOOK 38, PAGE 118, TOWNS
COUNTY RECORDS WHICH DESCRIPTION ON
SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

THE GRANTOR GRANTS TO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS,

**UAL NON-EXCLUSIVE EASEMENT FOR INGRESS** UAL NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND THE RIGHT TO RUN WATER AND UTILITIES TO THE ABOVE DESCRIBED PROPERTY ALONG THE EASEMENT AS SHOWN ON SAID PLAT, RUNNING FROM VICTORIA WOODS ROAD. THE PROPERTY IS CONVEYED SUBJECT TO THE

THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 216, PAGE 602, TOWNS COUNTY GEORGIA RECORDS.

THE PROPERTY IS ALSO CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD AS PERTAINS TO VICTORIA WOODS SUBDIVISION RECORDED IN DEED BOOK 94, PAGES 130-133 AND DEED BOOK 94, PAGES 207-209, TOWNS COUNTY GEORGIA RECORDS.

PROPERTY IS CONVEYED SUBJECT TO THAT PERPETUAL WATER RIGHT TO THE SPRING LOCATED ON THE ABOVE DESCRIBED PROPERTY AND THE RIGHT TO RUN THE RECESSARY WATER LINE TO MAINTAIN SAME, ALONG WITH OTHER CONDITIONS AND LIMITATIONS AS RESERVED BY JERRY SANDERS IN DEED BOOK 199, PAGES 505-506, TOWNS COUNTY CLERKS OFFICE.

closed by an accurate survey and inspection of the property, any assessments, liens, enthe Security Deed first set out above

provided by law.

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 convention with the secured creditor.

The property is or may be in the possession of Arvind Raina and Maninder Kaur, successor in

File no. 12-037205 SHAPIRO, SWERTFEGER & HASTY, LLP\*

www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COLLEC-

TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF BID for City of Young Harris Sunset Drive – Culvert Replacement Project The City of Young Harris (City) is soliciting competitive sealed bids from qualified contractors for a culvert replacement project located on Sunset Drive at Corn Creek. Sealed bids shall be delivered to The City of Young Harris (ATTN: Mayor Andrea Gibby), at P.O. Box 122 or 50 Irene Berry Drive, Young Harris, Georgia 30582 by 3:00 P.M. local time on Friday, April 3rd, 2015. Any bids received after 3:00 P.M. will not be accepted. Work required under this Contract includes furnishing all materials, labor, equipment, etc. for the site work to include the replacement of the existing culvert at Corn Creek with an Arch Culvert.

4981 or by emailing at rdyer@hayesjames

The start and completion dates for this projcet will be a six (6) week period beginning on May 11th 2015 and must be completed no later than June 19th, 2015. The City may retain from the Contractor monies which may become due in the amount of FIVE-HUNDRED DOLLARS

STATE OF GEORGIA COUNTY OF TOWNS

Said property is known as 1490 Ada Lane, Hia-wassee, GA 30546 together with all 6. Salu property is known as 1490 Aua Lane, ma-wassee, GA 30546, together with all fixtures and personal property attached to and consti-tuting a part of said property, if any. Said property will be sold subject to any out-

standing 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 discumbrances, zoning ordinances, restrictions covenants, and matters of record superior to

The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as

Wells Fargo Bank, N.A. as Attorney-in-Fact for Arvind Raina and Maninder Kaur

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

T(Mar11.18.25.Apr1)B

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Mary Twiggs Wright to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC it's successors and assigns dated December 9, 2003, and recorded in Deed Book 291, Page 619, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to THE BANK OF NEW YORK MELLON, AS TRUSTEE FOR STRUCTURED ADJUST-ABLE RATE MORTGAGE LOAN TRUST MORT-GAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 by Assignment, securing a Note in the original principal amount of \$120,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable amount or said indeptedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, April 7, 2015, 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:

erty described in said Deed, to-wit:
All that tract or parcel of land lying and being
In Land Lot 138, 17th District, 1" Section, Towns
County, Georgia, containing 1.124 acres, more
or less, and being Lot Thirteen (13) of Morgan
Creek Subdivision Phase 1, as shown on a
plat of survey done by Tamrok Associates, Inc.
dated 2/3/98, recorded in Plat Book 24, Page
297, 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 abovereferenced plat of survey.

referenced plat of survey. Subject to the restrictions of record, recorded in Deed Book\*211, Page 645-647, Towns County, Georgia records.
Subject to a utility easement to Blue Ridge
Mountain EMC as recorded at Deed Book 166,

Page 536, Towns County, Georgia records.
Said property is known as 6704 Morgan Ct,
Young Harris, GA 30582, 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 outsatu property win be solu subject to any our-standing ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any tax-ing authority, any matters which might be dis-closed 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 proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.
The sale will be conducted subject (1) to con-

firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the secured creditor. The property is or may be in the possession of Mary Twiggs Wright, successor in interest

or tenant(s).
The bank of New York Mellon, as trustee for structured adjustable rate mort-GAGE LOAN TRUST MORTGAGE PASS-THROUGH

GAGE LOAN TRUST MONTGAGE PASS-TRIOUGH CERTIFICATES, SERIES 2004-2 as Attorney-in-Fact for Mary Twiggs Wright File no. 15-050476 SHAPIRO, SWERTFEGER & HASTY, LLP\* Attorneys and Counselors at Law 2872 Woodcock Bhd., Suite 100 Atlants CA. 30241-2941

(770) 220-2535/SJ www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Atlanta, GA 30341-3941

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Brandon Derick Dills and Carolyn Holloway Dills to Mortgage Electronic Registration Systems, Inc. as nominee for EverBank, and its successors and assigns dated July 13, 2012, and recorded in Deed Book 516, Page 818, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to EverBank by Assignment, securing a Note in the original principal amount of \$207,800.00, 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, April 7, 2015, during the legal hours of sale, before the Courthouse door in said County. sell at public outery to the 2012, and recorded in Deed Book 516, Page door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TOWNS, STATE OF GEORGIA AND IS DESCRIBED AS FOLLOWS:

GEORGIA AND IS DESCRIBED AS FOLLOWS:
ALL THAT TRACT OR PARCEL OF LAND LYING
AND BEING IN LAND LOT 309, 18TH DISTRICT,
1ST SECTION OF TOWNS COUNTY, GEORGIA,
CONTAINING 0.98 ACRES, MORE OR LESS, AS
SHOWN ON A PLAT OF SURVEY BY BLAIRSVILLE
SURVEYING CO., ROBERT J. BREEDLOVE, R.L.S.
DATED APRIL 29, 1997, AS REVISED JUNE 6,
1997, JUNE 13, 1997 AND FEBRUARY 2, 1998
AND RECORDED IN PLAT BOOK 22, PAGE 88,
TOWNS COUNTY, GEORGIA RECORDS. SAID
PLAT BEING INCORPORATED HEREIN BY REFERENCE ALSO CONVEYED IS ALL THAT LAND LYING
BETWEEN THE SOUTHERLY BOUNDARY LINE OF
SAID PROPERTY AND THE CENTER LINE OF THE BETWEEN THE SUITHERLY BUNDLARY LINE OF SAID PROPERTY AND THE CENTERLINE OF THE UNIMPROVED SUBDIVISION ROAD AS SHOWN ON SAID PLAT OF SURVEY, SUBJECT TO THE ROAD RIGHT OF WAY. SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON ABOVE TENS AND COUNTIONS AS SHOWN ON ABOVE PLAT OF SURVEY. SUBJECT TO THE EXISTING WATER LINE RUNNING THROUGH SAID PROPERTY AND SERVING AND FURNISHING WATER TO OTHER PROPERTY OF GRANTOR, HIS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT TO COUNTY FOR THE RUNDING OF COUNTY FOR THE RUNDI **GO UPON SAID PROERTY FOR THE PURPOSE OF** MAINTAINING SAID WATER LINE AND SYSTEM MAINIAINING SAID WATER LINE AND SYSTEM.
ALSO CONVEYED IS AN EASEMENT OF INGRESS
AND EGRESS TO AND FROM SAID PROPERTY
AND MILL CREEK ROAD (RUNNING ALONG SAID
UNIMPROVED SUBDIVISION ROAD WESTERLY
APPROXIMATELY 1350 FEET MORE OR LESS
TO MILL CREEK ROAD, NOW KNOWN AS DILLS
POAD, BEING COUNTY BOAD, #4031 AVER THE TO MILL CREEK RUAD, NOW KNOWN AS DILLS ROAD, BEING COUNTY ROAD #492) OVER THE PRESENTLY EXISTING UNIMPROVED SUBDIVISION ROAD, AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK 14, PAGE 68 OF THE TOWNS COUNTY, GEORGIA RECORDS.

Said property is known as 3006 Dills Road, Hiawassee, GA 30546, together with all fix-tures 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 proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as standing ad valorem taxes (including taxes

and the balance, if any, will be distributed as provided by law.
The sale will be conducted subject (1) to con-

firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the secured creditor.

with the secured creditor.

The property is or may be in the possession of Brandon Derick Dills, a/k/a Brandon Derrick Dills and Carolyn Holloway Dills, successor in interest or tenant(s).

EverBank as Attorney-in-Fact for Brandon Der-ick Dills and Carolyn Holloway Dills. ick Dills and Carolyn Holloway Dills

File no. 15-051141 SHAPIRO, SWERTFEGER & HASTY, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/SJ

www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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 that certain Home Equity Line Deed to Secure Debt from Carolyn J. Tyson ("Grantor") in favor of Cadence Bank, N.A. ("Lender"), dated February 15, 2007 and recorded in dated February 15, 2007 and recorded in Deed Book 401, page 17 in the offices of the Clerk of the Superior Court of Towns County, Georgia (as modified and/or amended from time to time, the "Deed to Secure Debt"), the undersigned will sell at public outcry before the door of the Courthouse of Towns County, Georgia during the legal hours of sale on the first Tuesday in April 2015 to the highest and best bidder for cash the following described property (the "Premises"), to wit: All that tract or parcel of land lying and being in Land Lot 73, 18th District, 1st Section, Towns County, Georgia, containing a total of

Towns County, Georgia, containing a total of 0.838 acres and shown as Tract One (1) con-0.836 acres and shown as fract one (1) containing 0.811 acres and being Lot Six (6) of the Ernest H. Dowdy Subdivision, and Tract Two (2) containing 0.027 acre and being a part of Lot Seven (7) of the Ernest N. Dowdy Subdivision, as shown on a plat of survey by Tamrok As-sociates, Inc., dated 9/20/95 and recorded in Plat Book 20, Page 254 Towns County records, which description on said by is incorporated herein by reference. Subject to any easements, restrictions and

Subject to any easements, restrictions and rights-of-way of record, if any. Together with all present and future improvements and fixtures; all tangible personal property, including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenances associated with the real property, whether previously or subsequently and appurtenances associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from this property to other real property; all leases, licenses and other agreements pertaining to the real property; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights pertaining to the real property. TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, equipment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

in FEE SIMPLE.
The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity Line of Credit Agreement dated February 15, 2007 from Grantor to Cadence Bank, N.A. in the original principal amount of \$95,000.00 (as modified, amended, restated, or replaced from modimed, amended, restated, or replaced from time to time, 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

or, among other possible events or derault, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the indebtedness evidenced by the Note has been acceler ness evidenced by the Note has been acceler-ated and the Security Deed has been declared foreclosable according to its terms. 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 attorneys fees, notice of intent to collect attorneys' fee rees, notice of intent to collect attorneys' rees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Revpossible reuempive rights to the internal nev-enue Service, if any, any matters which might be disclosed by an accurate survey and in-spection of the property, and any assessments, liens, encumbrances, zoning ordinances, re-strictions, covenants, and matters of record superior to the Security Deed. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankrupt-cy Code and (2) to final audit and confirmation of the status of the loan and collateral with the holder of the Security Deed.

holder of the Security Deed.

To the best of the undersigned's knowledge and belief, the Premises are presently owned by Joseph Tyson, Henry Hodge, and Orlando Tyson. To the best of the undersigned's knowledge and belief, the parties in possession of the Premises are Joseph Tyson, Henry Hodge, and Orlando Tyson, and tenants holding under leseph Tyson, Henry Hodge, and Orlando Tyson, and tenants holding under leseph Tyson, Henry Hodge, and Orlando. der Joseph Tyson, Henry Hodge, and Orlando Tyson. Cadence Bank, N.A., as Attorney-in-Fact for

Carolyn J. Tyson. Walter E. Jones, Esq. Balch and Bingham, LLP 30 Ivan Allen Jr. Blvd., NW Suite 700 Atlanta, Georgia 30308-3036 (404) 962-3574 THIS LAW PIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF FORECLOSURE SALE UNDER POWER TOWNS COUNTY, GEORGIA

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Jack Clifford Shook, Il and Bridget M. Shook to Mortgage Electronic Registration Systems, Inc., as nominee for SunTrust Mortgage, Inc., dated January 31, 2005, and recorded in Deed Book 326, Page 266-281, Towns County, Georgia Records, as last transferred to Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America by assignment recorded on October 13, 2014 in Book 556 Page 194 in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described property to secure 194 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 Twenty-Four Thousand and O/100 dollars (\$224,000.00), 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 April 7, 2015, the following described property:

All that tract or parcel of land lying and being in Land Lot 5, 17th District, 1st Section, Towns County, Georgia, containing 1.00 acre, more or less, as shown on a plat of survey by Blaisville Surveying Co., Robert J. Breedlove. G.R.L.S. No. 2228, dated April 9, 1999, and recorded in Towns County Records in Plat Book 25, Page 83. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

Previously reserved in Warranty Deed recorded in Towns County Records in Deed Book 186, Page 784, is a non-exclusive easement of ingress and egress and for the installation and maintenance of utilities over, above and across the thirty foot access and utility easement running from Barnard Road through the above described property.

ment running from Barnard Road through the above described property as shown on said plat of survey, and which presently serves other property. Subject to all easements, restrictions and

Subject to all easements, restrictions and rights-of-way as shown on said plat.

Subject to electric line right-of-way easement to Blue Ridge Mountain Electric Membership Corporation Recorded in Towns County Records in Deed Book 107, Pages 179-180 and in Deed Book 104, Pages 360-361.

Subject to easement shown in Warranty Deed recorded in Towns County Records in Deed Book 104, Page 359.

recorded in Jowns County Records in Deed Book 104, Page 359. Subject to encroachment of fence as shown on plat recorded in Towns County Records in Plat Book 25, Page 83. 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, 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). Your mortgage servicer can be contacted at (866) 570-5277 - Loss Mitigation Dept, or by writing to 14523 SW Millilkan Way, Ste 200, Beaverton, Oregon 97005, to discuss possible alternatives to avoid foreclosure. 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

any matters which might be disclosed by an accurate survey and inspection of the prop-erty, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first cet out shows.

Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property is Jack Clifford Shook, Il and Bridget M. Shook or tenant(s); and said property is more commonly known as 2618 Barnard Road, Young Harris, GA 30582.

The sale will be conducted existing the conducted e

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code (2) final confirmation and audit of the status of the loan with the holder of the security deed and (3) any right of sections in the section is the section of the sec redemption or other lien not extinguished by

redemption or other Hen not extinguished by foreclosure. Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America as Attorney in Fact for Jack Clifford Shook, Il and Bridget M. Shook. Brock & Scott, PLLC 4360 Chamblee Dunwoody Road Shiba 310

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