## **Towns County Herald**

## Legal Notices for March 16, 2016

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Evelyn Elizabeth Armstrong
All creditors of the estate of Evelyn Elizabeth
Armstrong, 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

and an persons muched to said estate are required to make immediate payment to the undersigned.
This the 25th day of February, 2016
Paul D. Armstrong
Personal Representative
1105 Konahetah Road Hiawassee, GA 30546 706-994-7771

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

COUNTY OF TOWNS
RE: Estate of Harvey Lee Windsor, Jr.
All creditors of the estate of Harvey Lee
Windsor, Jr., 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.

undersigned.
This the 2nd day of March, 2016 Ed Graves, Jr. Personal Representative 215 Jule Peek Ave. Cedartown, GA 30125

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Mavis L. Peircy
All creditors of the estate of Mavis L. Peircy
deceased, late of Towns County, Georgia, are
hereby notified to render their demands to the

hereby notified to render their démands tó the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 11th day of March, 2016
Debra S. Shepherd
Personal Representative
9407 Antioch Road
Overland Park, KS 66216
c/o Eddy A. Corn, Attorney
Personal Representative
253 Big Sky Drive
Hiawassee, GA 30546
706-896-3451 706-896-3451

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Edwin Ira Mann
All creditors of the estate of Edwin Ira Mann,
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 29th day of February, 2016

This the 29th day of Febru Carol Elain Skelton Mann Personal Representative 3332 Ford Circle Young Harris, GA 30582 706-896-2763

OFFICIAL NOTICE

The Towns County Board of Elections and Registration hereby informs voters that the Hiawassee voting precinct in Towns County, GA, has not moved and will continue to be located at 67 Lakeview Circle, in Hiawassee, GA 30546. The reason for this notice is to notify you that the name on the building at this location is: Towns County Civic Center. Voters will likely not notice this as any change in their place of polling, as the actual location of the Hiawassee precinct remains the same and only the name on the building has changed. Affected voters will receive new registration cards in the coming weeks to verify the location of their polling location. Questions regarding this their polling location. Questions regarding this notice should be directed to our office via tele-phone at 706.896.4353.

**NOTICE TO DEBTORS AND CREDITORS** 

All creditors of the estate of John J. Casbarro, 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. Immediate payment to the undersignation to the industry. This the 16th day of February, 2016 Melody A. Glouton, Attorney for Mary T. Ossenberg Executor of the Estate of John J. Casbarro 1960 Satellite Blvd. Suite 4000 Duluth, GA 30097

NOTICE OF INTENT TO INCORPORATE NOTICE OF INTENT TO INCORPORATE

Notice is given that the Articles of Organization which will organize SUNNY SIDE INVESTMENTS, LLC, have been delivered to the Secretary of State for filing in accordance with the
applicable provisions of the Georgia Code for
Limited Liability Companies. The initial registered office of the limited liability company
will be located at 7405 Tatum Court, Cumming, Georgia 30028, and its initial registered
agent at such address is JASON ANDREW ARRINGTON.

PAMELA KENDALL FLOYD, P.C.

PAMELA KENDALL FLOYD, P.C. PO Roy 1114 wassee, Georgia 30546

NOTICE

Take notice that:
The right to redeem the following described property, to wit:

property, to wit: All that tract or parcel of land lying designated as Tax Parcel 34B 217, lying and being in Land Lot 258 of the 18th Land District, 1st Section, Towns County, Georgia, Part of Lot 14 shown in Plat Book 6, Page 151, Less & Except Tract 1, shown in Plat Book 28, Page 200, the descriptions therein being incorporated herein by this reference, described in Deed Book 78, Page 299. located on Ouinn Cove Road.

will expire and be forever foreclosed and barred on and after the 15th day of April,

The tax deed to which this notice relates is dated the 2nd day of December, 2014, and is recorded in the Office of the Clerk of the Suerior Court of Towns County, Georgia in Deed Book 560 at page 732.

The property may be redeemed at any time before the 15th day of April, 2016, by payment

of the redemption price as fixed and provided by law to Eddie Mark Nodine, at the following address: 704 Thompson Street, Gaffney, SC

Please be governed accordingly. Lawrence S. Sorgen, Attorney for Eddie Mark Nodine P.O. Box 67 Hiawassee, GA 30546

706-896-4113

STATE OF GEORGIA **COUNTY OF TOWNS** RE: ESTATE OF JAMES EDWARD HOGSED, a.k.a

EDWARD HOGSED NOTICE TO CREDITORS AND DEBTORS

All creditors of the estate of JAMES EDWARD HOGSED, a.k.a. EDWARD HOGSED, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the un dersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.
This 10th day of March, 2016

LINDA KING 1227 Brookhaven Park Place Atlanta, Georgia 30319

NOTICE
(FOR DISCharge from Office and all Liability)
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF JACILYN LEDFORD HESTING
FOR DISCHARGE AS ADMINISTRATOR OF THE
ESTATE OF OLA LEDFORD, DECEASED.
TO: All Interested parties 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 March 28, 2016. Court on or before March 28, 2016. 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 petia later date. If no objections are filed, the peti-

a later date. If no objections are filed tion may be granted without a hearin David Rogers PROBATE JUDGE By: Kerry L. Berrong PROBATE CLERK/DEPUTY CLERK 48 River St. Suite C Hiawassee, GA 30546 ADDRESS 706-896-3467 TELEPHONE NUMBER

**NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
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 Virginia Howard to Generation Mortgage Company, dated February 28, 2009, recorded in Deed Book 450, Page 838, Towns County, Georgia Records, as last transferred to Nationstar Mortgage LLC as last unisterieu to Nationisal mortigage LCo
d/b/a Champion Mortgage Company by assignment to be recorded in the Office of the
Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described
property to secure a Note in the original principal amount of THREE HUNDRED SIXTY THOUgia Records, conveying the after-described property to secure a Note in the original principal amount of THREE HUNDRED SIXTY THOUSAND AND 0/100 DOLLARS (\$360,000.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in April, 2016, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOT 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 (notice of intent to collect 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 axes 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, in axessesments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Nationstar Mortgage LLC db/a Champion Mortgage Company is the holder of the Security Deed to the property in accordance with OGGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Champion Mortgage LLC, 8950 Cypress Waters Boulevard (coppell, TX 75019 855-683-3095. To the best knowledge and belief of the undersigned, the party in possession of the property is Virginia Howard or a tenant or tenants and said property is more commonly known as 5686 Pine Cre Crést 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. Nationstar Mortgage LLC d/b/a Champion Mortgage Company as Attorney in Fact for Virginia Howard McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE COUNTY OF TOWNS, GEORGIA: ALL THATTRACT OR PARCEL OF LAND LYING IN LAND LOT 62 AND 63, 17TH

TOWNS, GEORGIA: ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 62 AND 63, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, CONTAINING 0.612 ACRES AND BEING LOT THIRTY-SIX (36) OF PINE CREST SUBDIVISION AS SHOWN ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATION, INC. DATED JUNE 25, 1990, AS RECORDED IN PLAT BOOK 13, PAGE 280, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE. THE PROPPERTY IS SUBJECT TO THE EXTENSION OF RESTRICTIVE COVENANTS FOR PINE CREST SUBDIVISION PHASE I AS RECORDED IN DEED BOOK 115, PAGES 61-99, TOWNS COUNTY, GEORGIA RECORDS MR/ms8 4/5/16 Our file no. 5526615 - FT2

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

NOTICE OF SALE UNDER POWER

Under and by virtue of the Power of Sale con-Tained in a Security Deed given by George
Thompson to PNC Mortgage, a division of PNC
Bank, National Association, dated September 24, 2013, recorded in Deed Book 542, Page 485, Towns County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTEEN THOUSAND FIVE HUN-DRED AND 0/100 DOLLARS (\$217,500.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in the legal hours of sale on the first Tuesday in April, 2016, the following described property: SEE EXHIBIT "4" 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 number of paying the same and all expenses. purpose of paying the same and all expenses purpose of paying the same and an 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 whether the same that the same th 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. PNC Bank, National Association, is the holder of the Security Deed

Association is the holder of the Security Deed Association is the holder of the Security Deed to the property in accordance with OGGA § 44-14-162.2. 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. To the best knowledge and belief of the undersigned, the party in possession of the property is George Thompson or a tenant or tenants and said property is more commontant of the property is more commontant or tenants and said property is more commontant. or tenants and said property is more common ly known as 3011 Honeysuckle Lane, Hiawas see, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not under the U.S. Bankruntcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. PNC Bank, National Association as Attorney in PNC BAIN, NAUDIAI ASSOCIATION AS ALTORIEY IN Fact for George Thompson McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "4" All that parcel of land in Land Lot 58, 17th Dis-trict, 1st Section, Towns County, State of Geor-gia, being known and designated as follows: All that tract or parcel of land lying and being in Land Lot 58, 17th District 1st Section Towns in Land Lot 58, 17th District, 1st Section, Town In Land Lot 58, 17th District, 18t Section, lowns County, Georgia, containing 1.914 acres, more or less and being shown as Lot 21 of Lake Forest Estate Subdivision, Block G, on a plat of survey by Landtech Services, Inc., James L. Alexander, GRLS No. 2653, dated September 8, 2004, and recorded in Towns County Records in Plat Book 32, Page 265. Said plat is incorporated herein by reference hereto, for a full and complete description of the above referenced property. By fee simple deed from Georgia E. Thompson and Mary E. Thompson as set forth in Peed Book 421. Page 541 dated 11/(16/2007). in Deed Book 421, Page 541 dated 10/16/2007 and recorded 11/27/2007, Towns County Re-cords, State of Georgia. Tax ID: 0019B144 MR/ bdr1 4/5/16 Our file no. 556016 - FT8

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER
Because of a default under the terms of the Security Deed executed by Malcolm D. Weekley
to Mortgage Electronic Registration Systems,
Inc. as nominee for Mortgage Services III, LLC
dated March 15, 2012, and recorded in Deed
Book 510, Page 193, 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 \$211,540.00,
the holder thereby secured has declared the entire 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 5, 2016, during the legal hours of sale, before the Courthouse door in said County, sell at public values to the highest hidder for seeh, the present of th

Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.750 ACRES, BEING DESIGNATED AS TRACT THREE (3) AS SHOWN ON A PLAT OF SURVEY BY TAMHOK ASSOCIATES, INC., JAMES L. ALEXANDER, RS. #2653, DATED NOVEMBER 5, 2001, RECORDED IN PLAT BOOK 27, PAGE 214, TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND AND MADE A PART HEREOF.

SUBJECT TO MATTERS AS SHOWN ON ABOVE

REFERENCED PLAT.
GRANTORS HEREIN RESERVE AN EASEMENT
FOR INGRESS AND EGRESS AND UTILITIES AS
SHOWN ON THE ABOVE REFERENCED PLAT.

SHOWN ON THE ABOVE REFERENCED PLAT. Said property is known as 24 Martin Road, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, or the property, any assessments, tensi, en-cumbrances, 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 ex-penses 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.

with the secured creditor. The property is or may be in the possession of Malcolm D. Weekley, a/k/a Malcom Duncan Weekley, successor in interest or tenant(s). Wells Fargo Bank, N.A. as Attorney-in-Fact for Malcolm D. Weekley File no. 16-056708 File no. 16-056708

File no. 16-056708 SHAPIRO PENDERGAST & HASTY, LLP\* Attorneys and Counselors at Law 2872 Woodcock Boulevard, Suite 100 Atlanta, 6A 30341 770-220-2535/KLM

\*THE LAW FIRM IS ACTING AS A DEBT COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 03/09, 03/16, 03/23, 03/30, 2016 [FC-NOS]

NOTICE OF SALE UNDER POWER, TOWNS

NOTICE OF SALE UNDER POWER, TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Irene B Nowell, James I Nowell and Irene B. Nowell as Trustee for Johnnie Wilton Bennett, Jr to Mortgage Electronic Registration Systems, Inc. as nominee for Cimarron Mortgage Company dated 10/27/2008 and recorded in Deed Book 443 Page 496, Towns County, Georgia records; as last transferred to or acquired by JPMorgan Chase Bank, National Association, conveying the after-described property to secure a Note in the original principal amount of \$74,925.00, 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 outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on April 05, 2016 (being the first Tuesday of said month unless said date falls as Endered Heliday in which seep heirs the

Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

All that tract or parcel of land lying and being in Land Lot 135, 17th District, 1st Section, Towns County, Georgia, containing 0.66 acres, more or less, as shown on a plat of survey by B. Gregory, County Surveyor, dated 10/3/80, recorded in Plat Book 6, Page 106, Towns County, Georgia records. Said description on said plat being incorporated herein by reference hereto.

The property is conveyed subject to all matters and conditions shown on the above referenced

and conditions shown on the above plat.

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 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 attor-

torney's fees (notice of intent to collect attorney's fees having been given).
Said property is commonly known as 5388 School Street, Young Harris, GA 30582 together with all fixtures and personal property attached to an property, if any. To the best knowledge and property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Irene Nowell in trust for Johnnie Wilton Ben-nett, Jr., James I Nowell and Irene B Nowell or

JPMorgan Chase Bank, NA is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage. JPMorgan Chase Bank, NA

neowner's Assistance Department 3415 Vision Drive Columbus, Ohio 43219 1\_866\_550\_5705

Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.

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) unpaid water or sewage bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate any assessments, liens, encumbrances, zon ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed

sale will he conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confir-mation and audit of the status of the loan with the holder of the Security Deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other fore-closure documents may not be provided until final confirmation and not be provided until final confirmation and audit of the status of the loan as provided immediately above

JPMorgan Chase Bank. National Association as agent and Attorney in Fact for Irene B Nowell, James I Nowell and Irene B. Nowell as Trustee for Johnnie Wilton Bennett, Jr

Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Piedmont Center, 3575 Pied-mont Road, N.E., Suite 500, Atlanta, Georgia

1031-75832A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1031-75832A

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER

By virtue of the power of sale contained in that certain Deed to Secure Debt from CHARLES WAYNE STEVENSON to CITIFINANCIAL SERVICES, INC dated September 28, 2000, filed for record October 6, 2000, and recorded in Deed Book 207, Page 626, TOWNS County, Georgia Records, as last transferred to CITIFINANCIAL SERVICING LLC by assignment recorded in Deed Book 564, Page 461, TOWNS County, Georgia Records. Said Deed to Secure Debt having been given to secure a Note dated September 28, 2000 in the original principal sum of SIXTY THREE THOUSAND FIVE HUNDRED THIRTY NINE AND 59/100 DOLLARS (\$63.539.59). with inter-AND 59/100 DOLLARS (\$63,539.59), with inter-est from date at the rate stated in said Note 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 nignest bidder for cash before the Cournouse door at TOWNS County, Georgia, or at such place as has or may be lawfully designated as an alternative location, within the legal hours of sale on the first Tuesday in April, 2016, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING

following described property:
ALL THAT TRACT OR PARCEL OF LAND LYING
AND BEING IN THE 18TH DISTRICT AND FIRST
SECTION OF TOWNS COUNTY, GEORGIA AND
BEING IN LAND LOT 36 AND BEING LOT FIVE
(5), CONTAINING 0.38 ACRES, MORE OR LESS,
AS SHOWN ON A PLAT OF SURVEY BY B. GREGORY, COUNTY SURVEYOR, DATED 6/76; AND
RECORDED IN PLAT BOOK 4 PAGE 125 TOWNS
COUNTY RECORDS AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS: BEGINNING AT AN
IRON PIN ON THE EAST RIGHT OF WAY OF A PRIVATE ROAD AND THE SOUTHWEST CORNER OF
LOT#4; RUN THENCE ALONG THE ROAD RIGHT
OF WAY S 43 W 70 FEET TO A POINT; THENCE S
34 W 68 FEET TO A POINT; THENCE S 57 35 E
150.5 FEET TO A POINT ON THE 1933 CONTOUR;
THENCE ALONG THE 1933 CONTOUR N 24 E 35
FEET TO A POINT; THENCE N 61 E 70 FEET TO
A POINT; THENCE N 44 W 168.5 FEET TO THE
POINT OF BEGINNING.
GRANTOR GRANTS TO GRANTEE ALL RIGHT,
TITLE AND INTEREST IN THE LAND BELOW THE
1933 CONTOUR WHICH FRONTS THE ABOVE DESCRIBED LOT.
BY FEE SIMPLE DEED FROM SHIRLEY R. STEVENSON AS SET FORTH IN DEED BOOK 87,
PAGE 612 DATED 02/19/1987 AND RECORDED

VENSON AS SET FORTH IN DEED BOOK 87, PAGE 612 DATED 02/19/1987 AND RECORDED 04/15/1987, SEE ALSO DEED RECORDED 7/2/1979 IN BOOK 65, PAGE 62, TOWNS COUNTY RECORDS, STATE OF GEORGIA.

RECORDS, STATE OF GEORGIA.

To the best of the knowledge and belief of the undersigned, the party in possession of the property is CHARLES WAYNE STEVENSON or a tenant or tenants. Said property may more commonly be known as: 2142 PINE LAKE RD, HIAWASSEE, GA 30546.

The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments on said loan. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorney,s fees (notice of intent to collect at-

sale will be made for the purpose of paying the same and all expenses of this sale, including attorney,s fees (notice of intent to collect attorney,s fees having been given). The individual or entity that has full authority to negotiate, amend, and modify all terms of the loan is CITIFINANCIAL SERVICING LLC, 1000 TECHNOLOGY DRIVE, O FALLON, MO 63368; (877) 245-2514.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph.

paragraph. Citifinancial Servicing LLC CHARLES WAYNE STEVENSON
Phelan Hallinan Diamond & Jones, PLLC
11675 Great Oaks Way, Suite 375 Alpharetta, GA 30022 Telephone: 770-393-4300 Fax: 770-393-4310

PH # 27766
This law firm is acting as a debt collector.
Any information obtained will be used for that T(Mar9,16,23,30)B

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from THOMAS
JOSEPH TASTINGER to UNITED COMMUNITY
BANK, dated September 21, 2009, recorded
September 30, 2009, in Deed Book 463, Page
423, Towns County, Georgia records, as last
modified by Modification of Security Deed
dated March 24, 2014, recorded in Deed Book
551, Page 31, Towns County, Georgia records,
as transferred to KENNETH MANTOVANI, JR. by
Assignment recorded in Deed Book 577, Page Assignment recorded in Deed Book ! 699, Towns County, Georgia records, said Security Deed being given to secure a Note from THOMAS JOSEPH TASTINGER dated March 24, 2014, in the original principal amount of Three Hundred Ninety Eight Thousand Five Hundred Twenty and 85/100 (\$398,520.85) Dollars, with interest due thereon 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 April, 2016, the following described property: All that tract or parcel of land lying and being in Land Lot 55, 17th District, 1st Section of Towns County, Georgia, being Tract 1, containing 0.686 acres, more or less, and Tract 3, containing 0.282 as shown on a plat of survey by T. taining 0.282 as snown on a plat or survey by 1. Kirby & Associates, Inc., dated January 8, 2009 recorded in Plat Book 38, Page 219, Towns County, Georgia records which description on said plat incorporated herein by reference. The property is conveyed subject to the road rights of way as shown on said plat.

Subject to all matters and conditions as shown on above referenced plat of survey.

on above referenced plat of survey.

The property is conveyed subject to the Deed of Easement from William R. Handley and Thomas Joseph Tastinger and United Community Bank to Blue Ridge Mountain Enterprises, LLC and United Community Bank as Lienh as recorded in Deed Book 448, Pages 107-108, Towns County, Georgia records.
Included herewith all inventory, chattel paper, accounts, equipment, general intangibles and

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 Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided same and an expenses of units sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes)

which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above

To the best knowledge and belief of the under-signed, the party in possession of the property is THOMAS JOSEPH TASTINGER or a tenant or

tenants. KENNETH MANTOVANI, JR., as attorney in Fact for THOMAS JOSEPH TAST-L. Lou Allen

Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03778

NOTICE OF SALE UNDER POWER, TOWNS

Pursuant to the Power of Sale contained in a Security Deed given by Julie Maria Payne and Donnie H. Payne to Mortgage Electronic Registration Systems, Inc. as a nominee for Americas First Home Mortgage Co. dated 1/11/2007 and recorded in Deed Book 394 Page 469 Towns County, Georgia records; as last transferred to or acquired by Federal National Mortgage Association ("Fannie Mae"), conveying the after-described property to secure a Note in the original principal amount of \$305,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on April 05, 2016 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the Pursuant to the Power of Sale contained in a

ruesday or said month unless said date fails on a Federal Holiday, in which case being the first Wednesday of said month), the following described property: All that tract or parcel of land lying and be-ing in Land Lot 121, 18th District, 1st Section. ing in Land Lot 121, 18th District, 1st Section, Towns County, Georgia and being all of Lot Four (4), containing 1.046 acres, more or less of the Kimsey Ridge Subdivision as more fully shown on a survey for Kimsey Ridge Subdivi-sion, prepared by Northstar Land Surveying, Inc., registered surveyor, dated February 22, 2004, and recorded in Plat Book 34, Page 203, Towns County Georgia records which plat is

2004, and rectured in Frat book 34, rage 20, Towns County, Georgia records, which plat is by reference incorporated herein and made a part hereof. Grantors further convey to Grantees a perpetu-al easement for ingress and egress of Fifty (50) feet over, thru and across Kimsey Ridge Road as shown on above referenced plat.

reet over, urru and across rumsey Hidge Road as shown on above referenced plat. The above property is subject to those Restrictions as set forth on said referenced plat of survey and the Northwest corner of Lot Four (4) is subject to the Mountain Protections Act.

survey and the Northwest corner of Lot Four (4) is subject to the Mountain Protections Act. The above property is also subject to those certain Covenants and Restrictions as recorded in Deed Book 337, Pages 785-789, Towns County, Georgia records.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property is commonly known as 508 Kimsey Ridge Road, Hiawassee, GA 30546 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): Julie Maria Payne and Donnie H. Payne or tenant or tenants.

Seterus, Inc. is the entity or individual desig-

nated who shall have full authority to negotiate, amend and modify all terms of the mort-

gage. Seterus, Inc. Loss Mitigation PO Box 4121

Beaverton, OR 97076-4121 866.570.5277

866.570.5277
Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.
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) unpaid water or sewage bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemntion of any taxing authority (d) any matdemption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above first set out above.

The sale will be conducted subject to (1) con-

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.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.

final confirmation and audit of the status of the loan as provided immediately above. Federal National Mortgage Association ("Fannie Mae") as agent and Attorney in Fact for Julie Maria Payne and Donnie H. Payne. Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
1168-3561A
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1168-3561A

FOR THAT PURPOSE. 1168-3561A