

Towns County Herald

Legal Notices for March 25, 2015

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE: Kevin 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 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 said petition.

This 25 day of February, 2015
Cecil Dye, Clerk
Towns County Superior Court
Enotah Judicial Circuit

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Harry E. Blasingame
All creditors of the estate of Harry E. Blasingame, 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 17th day of March, 2015
Eddy A. Corn, Esq.
for the Estate of Harry E. Blasingame
Tittle & Corn, LLC
253 Big Sky Drive,
Hiawasse, GA 30546
706-896-3451

T(Mar25, Apr1, 8, 15)P

STATE OF GEORGIA COUNTY OF TOWNS

NOTICE TO DEBTORS AND CREDITORS
RE: ESTATE OF MARION E. KIRK, SR.
All debtors and creditors of the estate of Mario E. Kirk, Sr., 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 20th day of March, 2015
Kevin G. Kirk, Executor
1504 Revel Cove Drive
Conyers, GA 30094

T(Mar25, Apr1, 8, 15)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF JOHN E. FLYNN, SR., AKA JOHN EDWARD FLYNN
All creditors of the estate of John E. Flynn, Sr., aka John Edward Flynn, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all person indebted to said estate are required to make immediate payment to the undersigned.

This 17th day of March, 2015
Lynn M. Flynn
404 Shady Cove
706-970-9288
T(Mar25, Apr1, 8, 15)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF
All creditors of the estate of Elizabeth Louise Dumont, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all person indebted to said estate are required to make immediate payment to the undersigned.

This 20th day of March, 2015
Lynn Dumont
Personal Representative
PO Box 163
Hayesville, NC 28904
828-389-0864

T(Mar25, Apr1, 8, 15)P

NOTICE OF BID

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 after 3:00 P.M. 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 contacting Reid Dyer with Hayes, James & Associates 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 (90) days after the actual date of the opening thereof.

The winning bidder will be required to post a Performance and Payment Bond for this project, once selected.

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 “MAPLE STREET – ROAD IMPROVEMENT PROJECT”. Bids can be mailed or delivered to City Hall at 50 Irene Berry Drive, Young Harris, GA 30582

The start and completion dates for this project 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 (\$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

NT(Mar11, 18, 25)B

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.

Interested Bidders can obtain a more detailed Request for Proposals by contacting Reid Dyer with Hayes, James & Associates at 706-632-4981 or by emailing at rdyer@hayesjames.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 REPLACEMENT PROJECT”. Bids can be mailed or delivered to City Hall at 50 Irene Berry Drive, Young Harris, GA 30582

The start and completion dates for this project 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 (\$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

NT(Mar11, 18, 25)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF TOWNS

IN RE: Estate of Jack Shook, Deceased, Estate No. 2015-10
All debtors and creditors of the Estate of Jack Shook, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Personal Representative of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative.

This 18 day of March, 2015.
By: Betty Jo Shook, through her attorney of record, David E. Barrett, 108 Blue Ridge Highway, Suite 6, Blairsville, GA 30512, (706) 745-0250.
David E. Barrett, LLC
108 Blue Ridge Highway, Ste. 6
Blairsville, GA 30512
Phone: 706-745-0250
Fax: 706-745-0234

T(Mar18, 25, Apr1, 8)B

IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA

IN RE: ESTATE OF ELLA BROOKE DODD, MINOR.
ESTATE NO. 2015-16
CITATION FOR TEMPORARY LETTERS OF GUARDIANSHIP:
NOTICE OF PETITION FOR TEMPORARY LETTERS OF GUARDIANSHIP OF MINOR

Date of second publication, if any April 1, 2015
To: Derek Thomas Dodd
You are hereby notified that Jennifer Michelle Bell has filed to be appointed temporary guardian of the above-named minor. All objections to the Petition described above either to the appointment of a temporary guardian or the appointment of the Petitioner as temporary guardian must be in writing, set forth the grounds of any such objections, and be filed with this Court no later than ten (10) days after the second publication of this notice if you are served by publication. All pleadings must be signed before a notary public or Georgia probate court clerk and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact Probate Court personnel at the below address/telephone number for the required amount of filing fees.

NOTE: If a natural guardian files an objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the petitioner as guardian, or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall be scheduled at a later date. If no objection is filed, the Petition may be granted without a hearing.

48 River St. Suite C
Hiawasse, GA 30546
Address
706-896-3467
Telephone Number
David Rogers
Judge of the Probate Court
By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court

T(Mar25, Apr1)P

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 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 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:

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, 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 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 NECESSARY 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.

Said property is known as 1490 Ada Lane, Hiawasse, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The 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 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 secured creditor.

The property is or may be in the possession of Arvind Raina and Maninder Kaur, successor in interest or tenant(s). Wells Fargo Bank, N.A. as Attorney-in-Fact for Arvind Raina and Maninder Kaur File no. 12-037205

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*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
[FC-NOS]

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 Twigg 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 ADJUSTABLE RATE MORTGAGE LOAN TRUST MORTGAGE 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 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:

All that tract or parcel of land lying and being in Land Lot 138, 17th District, 1st 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 above-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 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 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 secured creditor.

The property is or may be in the possession of Mary Twigg Wright, successor in interest or tenant(s).

THE BANK OF NEW YORK MELLON, AS TRUSTEE FOR STRUCTURED ADJUSTABLE RATE MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 as Attorney-in-Fact for Mary Twigg Wright File no. 15-050478

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[FC-NOS]

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 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: 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 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 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 GO UPON SAID PROERTY FOR THE PURPOSE OF MAINTAINING 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 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, Hiawasse, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The 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 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 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 Derick Dills and Carolyn Holloway Dills File no. 15-051141

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[FC-NOS]

T(Mar11, 18, 25, Apr1)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 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 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 0.838 acres and shown as Tract 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 Associates, 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 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 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.

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 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 nonpayment when due of the indebtedness evidenced 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 indebtedness evidenced by the Note has been accelerated 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 attorney's fees, notice of intent to collect attorney's fees 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 Revenue Service, if any, any matters which might be disclosed by an accurate survey and inspection of the property, and all 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 Jack Clifford Shook, II 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 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 and (3) any right of redemption or other lien 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, II and Bridget M. Shook. Brock & Scott, PLLC 4360 Chamblee Dunwoody Road Suite 310 Atlanta, GA 30341 404-789-2861

B&S file no.: 14-21326

T(Mar11, 18, 25, Apr1)B

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T(Mar11, 18, 25, Apr1)B

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.

Under and by virtue of the Power of Sale contained in a Security Deed given by Jack Clifford Shook, II 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 a Note in the original principal amount of Two Hundred Twenty-Four Thousand and 0/100 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 Blairsville 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 as shown on said plat of survey, and which presently serves other property.

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. 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 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).

Your mortgage servicer can be contacted at (866) 570-5277 - Loss Mitigation Dept, or by writing to 14523 SW Millikan 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 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 Jack Clifford Shook, II 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 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 redemption or other lien 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, II and Bridget M. Shook. Brock & Scott, PLLC 4360 Chamblee Dunwoody Road Suite 310 Atlanta, GA 30341 404-789-2861

B&S file no.: 14-21326

T(Mar11, 18, 25, Apr1)B