

# Towns County Herald

## Legal Notices for April 24, 2019

### NOTICE TO DEBTORS AND CREDITORS

**STATE OF GEORGIA**  
**COUNTY OF TOWNS**  
RE: ESTATE OF Fairley Holden  
All creditors of the estate of Fairley Holden 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 5th day of April, 2019.  
Margo Allison  
59 Susan Lane  
Cleveland, GA 30528  
706-892-9267  
T(Apr10,17,24,May1)B

### IN THE SUPERIOR COURT OF COUNTY

**STATE OF GEORGIA**  
Dana N Meaders on behalf of  
Sean Tyler Stewart, Plaintiff  
vs.

Steven A. Stewart, Defendant  
Name of Party to be served: Steven A. Stewart  
Civil Action No: 19-CV-25SP  
ORDER OF PUBLICATION  
It appearing by Affidavit, that the above named defendant on whom service is to be made in this case resides out of the State, or has departed from the State, or cannot after due diligence, be found within the State, or conceals (him) (her) self to avoid service of the Summons, and it further appearing, either by Affidavit or by certified Complain on file, that a claim exists against the defendant in respect to whom service is to be made, and that (he) (she) is a necessary or proper party to the action.  
It is hereby considered, ordered, and decreed that: service be made by publication as provided by law.  
So ordered this 25th day of February, 2019  
Cecil Dye  
Judge/Clerk Superior Court  
of Towns County, GA  
T(Apr10,17,24,May1)B

### IN THE SUPERIOR COURT OF COUNTY

**STATE OF GEORGIA**  
Dana N Meaders on behalf of  
Ashiah Lashay Stewart, Plaintiff  
vs.

Steven A. Stewart, Defendant  
Name of Party to be served: Steven A. Stewart  
Civil Action No: 19-CV-26SP  
ORDER OF PUBLICATION  
It appearing by Affidavit, that the above named defendant on whom service is to be made in this case resides out of the State, or has departed from the State, or cannot after due diligence, be found within the State, or conceals (him) (her) self to avoid service of the Summons, and it further appearing, either by Affidavit or by certified Complain on file, that a claim exists against the defendant in respect to whom service is to be made, and that (he) (she) is a necessary or proper party to the action.  
It is hereby considered, ordered, and decreed that: service be made by publication as provided by law.  
So ordered this 25th day of February, 2019  
Cecil Dye  
Judge/Clerk Superior Court  
of Towns County, GA  
T(Apr10,17,24,May1)B

### IN THE SUPERIOR COURT OF COUNTY

**STATE OF GEORGIA**  
Dana N Meaders on behalf of  
Ashiah Lashay Stewart, Plaintiff  
vs.

Steven A. Stewart, Defendant  
Name of Party to be served: Steven A. Stewart  
Civil Action No: 19-CV-26SP  
ORDER OF PUBLICATION  
It appearing by Affidavit, that the above named defendant on whom service is to be made in this case resides out of the State, or has departed from the State, or cannot after due diligence, be found within the State, or conceals (him) (her) self to avoid service of the Summons, and it further appearing, either by Affidavit or by certified Complain on file, that a claim exists against the defendant in respect to whom service is to be made, and that (he) (she) is a necessary or proper party to the action.  
It is hereby considered, ordered, and decreed that: service be made by publication as provided by law.  
So ordered this 25th day of February, 2019  
Cecil Dye  
Judge/Clerk Superior Court  
of Towns County, GA  
T(Apr10,17,24,May1)B

NOTICE TO DEBTORS AND CREDITORS

**STATE OF GEORGIA**  
**COUNTY OF TOWNS**  
RE: Estate of Emma L. Reed  
All creditors of the estate of Emma L. Reed, 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.  
Thomas Flanagan,  
Personal Representative  
6132 Robinson Road,  
Young Harris, GA 30582  
Carol Jean Youngblood,  
Personal Representative  
5422 Mount Shores Cir.,  
Gainesville, GA 30506  
706-781-5903  
T(Apr10,17,24,May1)B

### APPLICATION TO REGISTER A BUSINESS TO BE

**CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS**  
**STATE OF GEORGIA**  
**COUNTY OF TOWNS**

The undersigned does hereby certify that Lisa Deas, conducting a business as Beautiful Pigeons Creative Designs in the City of Young Harris, County of Towns, in the State of Georgia, under the name of Beautiful Pigeons Creative Designs, and that the nature of the business is crafting, and that the names and addresses of the persons, firms, or partnership owning and carrying on said trade or business are Lisa Deas, 53 Enota Village #221, Young Harris, GA 30582.  
T(Apr10,17,24,May1)B

### IN THE PROBATE COURT OF TOWNS COUNTY

**STATE OF GEORGIA**  
IN RE: ESTATE OF  
RANDY C. MORGAN, DECEASED  
ESTATE NO. 2019-34  
NOTICE

IN RE: Petition to Probate a Copy of a Will in Solemn Form and for Letters of Administration with Will Annexed  
TO: Texal Morgan,  
[List here all interested parties having unknown addresses to be served by publication]  
This is to notify you to file objection, if there is any, to the above-referenced Petition, in this Court on or before May 20, 2019.  
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.  
David Rogers  
Judge of the Probate Court  
By: Kerry L. Berrong  
Clerk of the Probate Court  
48 River St., Suite C  
Hiawassee, GA 30546  
Address  
706-896-3467  
Telephone Number  
T(Apr24,May1,8,15)B

### NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF Alonzo Berrong  
All creditors of the estate of Alonzo Berrong, 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.  
This 16th day of April, 2019.  
William K. Mercer, Jr  
PO Box 70  
Blairsville, GA 30514  
706-400-0709  
T(Apr24,May1,8,15)B

### STATE OF GEORGIA

**TOWNS COUNTY**  
Re: Estate of Steven Lewis Talbot  
All debtors and creditors of the estate of Steven Lewis Talbot, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Administrator of the estate, according to the law, and all persons indebted to said estate are required to make immediate payments to the Administrator.  
This 9th day of April, 2019.  
By: Kathleen A. Talbot  
375 Longview Drive, Apt. C  
Hiawassee, GA 30546  
T(Apr24,May1,8,15)B

### IN THE JUVENILE COURT OF TOWNS COUNTY

**STATE OF GEORGIA**  
IN THE INTEREST OF:  
TF  
DOB:03-19-2004  
SEX:MALE  
Case no. 139-18J-57A  
CHILDREN UNDER THE AGE OF EIGHTEEN  
NOTICE OF DEPENDENCY HEARING  
TO: Taj Fitzgibbons  
By Order for Service by Publication dated the 11 day of April 2019, you are hereby notified that on the 12 day of December 2018, the Towns County Department of Family and Children Services, Georgia Department of Human Services, filed a Petition for Temporary Custody (Dependency) against you as to the above-named child alleging the child is dependent. You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant Attorney General William Mercer an answer in writing within sixty (60) days of the date of the Order for Service by Publication.  
The Court will conduct a final hearing upon the allegations of the Petition and enter an order of disposition on the 26th day of June, 2019 at 9:00 a.m., at the Union County Courthouse, Blairsville Georgia.  
The child and other parties involved may be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and hire your own lawyer. If you want to hire a lawyer, please contact your lawyer immediately. If you want a lawyer but are not able to hire a lawyer without undue financial hardship, you may ask for a lawyer to be appointed to represent you. The Court would inquire into your financial circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed to represent you. If you want a lawyer appointed to represent you, you must let the Court or the officer of this Court handling this case know that you want a lawyer immediately.  
WITNESS, the Honorable Jeremy Clough, Judge of said Court, this the 19th day of April, 2019.  
Jeremy Clough  
The Honorable Jeremy Clough  
Judge, Juvenile Court  
Towns County, Georgia  
Enotah Judicial Circuit  
T(Apr24,May1,8,15)B

**GEORGIA DEPARTMENT OF TRANSPORTATION**  
**TO HOLD DETOUR OPEN HOUSE**  
For P.I. 122900-  
Union and Towns Counties  
Project Number APD00-00-56-02(029)  
On Tuesday, May 14, 2019(9am) at Haralson Memorial Civic Center, 165 Wellborn Street, Blairsville, GA(location), the Georgia Department of Transportation will hold a Detour Open House concerning the project listed above.  
This project proposes to widen and relocate State Route (SR) 515/ US 76 from east of Blairsville to north of Young Harris, with a total project length of approximately 8.5 miles. The project will consist of widening to a five-lane section near Blairsville, then to a four-lane divided section, and a two-lane bypass around Young Harris with roundabouts on each side.  
The purpose of this Detour Open House is to provide the public with an opportunity to view the proposed detours, ask questions, and to provide an opportunity for the public to comment on the project and the proposed detours. The Open House will be held from 4:00 p.m. to 7:00 p.m. It will be informal, and the public is invited to attend anytime during these hours. There will be no formal presentation. A court reporter will be available to allow the public an opportunity to make verbal comments about the project.  
Americans with Disabilities Act (ADA) Information:  
The meeting site is accessible to persons with disabilities. Accommodations for people with disabilities can be arranged with advance notice by calling Kim Coley District Planning & Programming Engineer at 770-533-8273 phone number.  
Written statements will be accepted concerning this project until Tuesday, May 28, 2019. Written statements may be submitted to:  
Mr. Eric Duff  
State Environmental Administrator  
Georgia Department of Transportation  
600 West Peachtree Street, NW – 16th Floor  
Atlanta, Georgia 30308  
NT(Apr24,May8)B

### NOTICE OF SALE UNDER POWER

**STATE OF GEORGIA**  
**COUNTY OF TOWNS**  
Under and by virtue of the power of sale contained in that certain Deed to Secure Debt ("Security Deed") executed by David W. Beckum & Claudia Rex Beckum in favor of Bank of Hiawassee d/b/a Bank of Blairsville dated August 10, 2005, recorded at Deed Book 344, Pages 118-123 of the Towns County Deed Records, as modified by Modification of Deed to Secure Debt dated July 16, 2008, recorded at Deed Book 438, Pages 32-35, aforesaid records, the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in May, that being May 7, 2019, the following described property:  
All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 258 of Towns County, Georgia, and being Lot 84, Block C, Section 1, Bald Mountain Park Subdivision, as shown on a plat of survey by Michael L. Scupin & Associates, Land Surveyors, dated February 7, 1977 and recorded in Towns County Records in Plat Book 4, Page 277. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Also conveyed is an easement for ingress and egress to the above described property.  
The debt secured by said Security Deed is evidenced by a note (the "Note") from David W. Beckum & Claudia Rex Beckum dated July 16, 2008, in the original principal amount of \$40,155.50, payable, principal and interest from the date thereof shown on said Note on the unpaid balance until paid.  
Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpayment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed foreclosable according to its terms.  
The debt remaining in default, the property will be sold to the highest bidder for cash as the property of David W. Beckum & Claudia Rex Beckum, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above.  
To the best of the undersigned's knowledge and belief, the property is in the possession of David W. Beckum & Claudia Rex Beckum and will be sold as the property of David W. Beckum & Claudia Rex Beckum.  
The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.  
David W. Beckum & Claudia Rex Beckum  
By: South State Bank, successor in interest to Park Sterling Bank, successor in interest to Citizens South Bank, successor in interest to Bank of Hiawassee d/b/a Bank of Blairsville as Attorney-in-Fact  
Hulsey, Oliver & Mahar, LLP  
P. O. Box 1457  
Gainesville, GA 30503  
(770) 532-6312  
T(Apr10,17,24,May1)P

### NOTICE OF SALE UNDER POWER,

**TOWNS COUNTY**  
Pursuant to the Power of Sale contained in a Security Deed given by Janet M Moore and Larry M Moore to CitiFinancial Services, Inc. dated 5/30/2007 and recorded in Deed Book 407 Page 287 Towns County, Georgia records; as last transferred to or acquired by U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT , conveying the after-described property to secure a Note in the original principal amount of \$83,327.06, 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 Court-house 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 May 7, 2019 (being the first 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:  
THE FOLLOWING DESCRIBED PREMISES: 1 ACRE MORE OR LESS OF LAND NO. 30 IN THE 17TH DISTRICT AND 1ST SECTION OF TOWNS COUNTY, GEORGIA, DESCRIBED AS FOLLOWS; BEGINNING AT A SMALL HICKORY BUSH; THENCE RUNNING IN A SOUTHERLY DIRECTION WITH THE YOUNG HARRIS-WARNE ROAD TO THE BRANCH, THENCE UP THE BRANCH IN A NORTH EAST DIRECTION TO A IRON PEG OR PIN, THENCE A STRAIGHT LINE TO THE POINT OF BEGINNING.  
BEING THE SAME FEE SIMPLE PROPERTY CONVEYED BY DEED FROM LARRY M. MOORE TO JANET M. MOORE and LARRY M. MOORE, DATED 07/15/1998 RECORDED ON 09/11/1998 IN BOOK 173, PAGE 410 IN TOWNS COUNTY RECORDS, STATE OF GA.  
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 2072 State Highway 66, Young Harris, GA 30582 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Janet M Moore and Larry M Moore or tenant or tenants.  
Rushmore Loan Management Services, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.  
Rushmore Loan Management Services, LLC  
PO Box 52708  
Irvine, CA 92619  
888.504.7300  
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 matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.  
The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.  
U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT as agent and Attorney in Fact for Janet M Moore and Larry M Moore  
Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7637.  
1208-2304A  
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1208-2304A  
T(Apr10,17,24,May1)P

### NOTICE OF FORECLOSURE

**SALE UNDER POWER**  
**TOWNS COUNTY, GEORGIA**  
Under and by virtue of the Power of Sale contained in a Security Deed given by Angela Ledford to United States of America, acting through the Rural Housing Service or successor agency, United States Department of Agriculture, dated May 12, 2006, and recorded in Deed Book 370, Page 732, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of One Hundred Twenty-Five Thousand Three Hundred Fifty and 0/100 dollars (\$125,350.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Towns County, Georgia, within the legal hours of sale on May 7, 2019, the following described property:  
All that tract or parcel of land lying and being in Land Lot 112, 18th District, 1st Section, Towns County, Georgia, containing a total of 0.51 acres, and being Lot Twenty-Eight (28) of Georgia Mountain Estates as shown on a plat of survey by Timothy Prescott Cable, R.S. #2582, as recorded in Plat Book 23, Page 293, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The 0.06 acre tract as shown on the above plat of survey is subject to the road right of way as shown on said plat. The property is conveyed subject to the Restrictions of record pertaining to Georgia Mountain Estates Subdivision as indicated upon the plat of survey by Farley-Collins & Associates, as recorded in Plat Book 6 page 65 Towns County records.  
The above described property is conveyed subject to the overlap area of Tract Two (2) and Tract Three (3) and the encroachment of gravel area and right of way of Mountain Drive as more fully shown on Landtech Services, Inc., survey for Angela G. Ledford dated 9/30/02 as attached to security deed recorded in Deed Book 255 page 69-77 Towns County 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 Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).  
The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: USDA, Rural Development they can be contacted at (800) 349-5097 x 4500 for Loss Mitigation Dept, or by writing to 1400 Independence Ave, SW, Procurement Management Division, Washington, District of Columbia 20250, 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.  
The debt secured by said Security Deed is evidenced by a note (the "Note") from Angela Ledford or tenant(s); and said property is more commonly known as 417 Mountain Drive North, Hiawassee, GA 30546.  
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.  
Rural Housing Service, U.S. Department of Agriculture as Attorney in Fact for Angela Ledford.  
Brock & Scott, PLLC  
4360 Chamblee Dunwoody Road  
Suite 310  
Atlanta, GA 30341  
404-789-2661  
B&S file no.: 18-08877  
T(Apr10,17,24,May1)P

### NOTICE OF FORECLOSURE

**SALE UNDER POWER**  
**TOWNS COUNTY, GEORGIA**  
Under and by virtue of the Power of Sale contained in a Security Deed given by Angela M. Capozzoli and Stephen P. Cook to United States of America acting through the Rural Housing Service, United States Department of Agriculture, dated March 12, 1999, and recorded in Deed Book 182, Page 324, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of Sixty-Nine Thousand Seventeen and 0/100 dollars (\$69,017.00), 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 May 7, 2019, the following described property:  
All that tract or parcel of land lying and being in Land Lot 3, 17th District, 1st Section of Towns County, Georgia, containing 0.862 acres and being shown as Lot Four (4) of Langill Estates Subdivision on a plat of survey by Tamrock Associates, Inc., dated 3/4/99 and recorded in Plat Book 25 page 37 Towns County records which description on said plat is hereby incorporated by reference and made a part hereof. The property is subject to the road easement as shown on said plat.  
The property is subject to the restrictions recorded in Deed Book 104 pages 30-31 Towns County records.  
The property is subject to the powerline easement to Blue Ridge Mountain EMC recorded in Deed Book 102 pages 570-572 Towns County records.  
Grantor grants to grantee a non-exclusive perpetual easement along the subdivision roads for ingress and egress to the above property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).  
The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: USDA, Rural Development they can be contacted at (800) 349-5097 x 4500 for Loss Mitigation Dept, or by writing to 1400 Independence Ave, SW, Procurement Management Division, Washington, District of Columbia 20250, 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 Angela M. Capozzoli and Stephen P. Cook or tenant(s); and said property is more commonly known as 2413 Elizabeth Ann Lane, 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.  
Rural Housing Service, U.S. Department of Agriculture as Attorney in Fact for Angela M. Capozzoli and Stephen P. Cook.  
Brock & Scott, PLLC  
4360 Chamblee Dunwoody Road  
Suite 310  
Atlanta, GA 30341  
404-789-2661  
B&S file no.: 18-08830  
T(Apr10,17,24,May1)B

### NOTICE OF SALE UNDER POWER

**STATE OF GEORGIA**  
**COUNTY OF TOWNS**  
Under and by virtue of the power of sale contained in that certain Deed to Secure Debt ("Security Deed") executed by David W. Caldwell & Charmaine M. Caldwell in favor of Bank of Hiawassee dated February 13, 2002, recorded in Deed Book 237, Pages 166-171, Towns County, Georgia Deed Records, as modified by Modification Agreement of Advance Made dated May 1, 2002, recorded in Deed Book 243, Page 557, as modified by Modification Agreement of Advance Made dated July 16, 2003, recorded in Deed Book 280, Page 270, as modified by Modification Agreement of Advance Made dated May 5, 2004, recorded in Deed Book 304, Page 345, as modified by Modification of Security Deed dated June 12, 2014, recorded in Deed Book 551, Pages 265-266; re-recorded in Deed Book 563, Pages 3-4, aforesaid records, the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in May, that being May 7, 2019, the following described property:  
All that tract or parcel of land lying and being in Land Lots 62 and 63, 17th District, 1st Section, Towns County, Georgia, containing a total of 1.899 acres, and being Lot Sixty-Six (66), Phase I of Pine Crest Subdivision and Lot One Hundred Fourteen (114) of Pine Crest Subdivision, Phase II, as shown on a plat of survey by Northstar Land Surveying, Inc., W. Gary Kendall, R.S. #2788, dated 9/7/00, recorded in Plat Book 26, page 49, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the road right of way as shown on said plat of survey.  
The property is conveyed subject to the Restrictions of record as pertains to Pine Crest Subdivision Phase I as recorded in Deed Book 72, page 274 Towns County records.  
The property is conveyed subject to the restrictions of record pertaining to Pine Crest Development Phase II as recorded in Deed Book 94, pages 179-189 Towns County records.  
The debt secured by said Security Deed is evidenced by a Home Equity Line Credit Agreement Change in Terms Agreement (the "Note") from David W. Caldwell & Charmaine M. Caldwell dated June 12, 2014, in the original principal amount of \$8,286.51, payable, principal and interest from the date thereof shown on said Note on the unpaid balance until paid. Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpayment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed foreclosable according to its terms.  
The debt remaining in default, the property will be sold to the highest bidder for cash as the property of David W. Caldwell & Charmaine M. Caldwell, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above.  
To the best of the undersigned's knowledge and belief, the property is in the possession of David W. Caldwell & Charmaine M. Caldwell and will be sold as the property of David W. Caldwell & Charmaine M. Caldwell.  
The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.  
David W. Caldwell & Charmaine M. Caldwell  
By: South State Bank, successor in interest to Park Sterling Bank, successor in interest to Citizens South Bank, successor in interest to Bank of Hiawassee as Attorney-in-Fact  
Hulsey, Oliver & Mahar, LLP  
P. O. Box 1457  
Gainesville, GA 30503  
(770) 532-6312  
T(Apr10,17,24,May1)P

### NOTICE OF SALE UNDER POWER

**STATE OF GEORGIA**  
**COUNTY OF TOWNS**  
Under and by virtue of the Power of Sale contained in that certain Security Deed by and between John Bryans and Pamela Bryans, Husband and Wife as Joint Tenants with Right of Survivorship ("Grantor") and First Horizon Home Loan Corporation D/B/A Equibanc Mortgage Corporation. ("Lender" or "Grantee"), dated February 9, 2001, and recorded at Deed Book 212, Page 531, Towns County, Georgia records ( the "Security Deed"); Grantee as attorney-in-fact for Grantor will sell at public outcry to the highest and best bidder for certified funds only before the courthouse doors in Spalding County, Georgia, during the legal hours of sale, on the 7th day in May, 2019, the following described real property, to wit:  
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 1, DISTRICT 18, LAND LOT 98, TOWNS COUNTY, GEORGIA CONTAINING 0.613 ACRE, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED FEBRUARY 7, 2001 AND RECORDED IN PLAT BOOK 27, PAGE 95, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN.  
The debt secured by the Security Deed is evidenced by that certain Note, Security Agreement and Disclosure Statement by and between Grantors and First Horizon Home Loan Corporation D/B/A Equibanc Mortgage Corporation, dated February 9, 2001, in the original principal amount of \$48,900.00, as assigned to Grantee, as amended, replaced, restated modified (the "Note") plus interest on the unpaid balance until paid, and other indebtedness. The current owner of the note is Ronen LLC. 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 failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.  
The above-described real property will be sold to the highest and best bidder for cash-ier's check, the proceeds to be applied to the payment of said indebtedness, attorney's fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemption rights of the Internal Revenue Service, if any; and all other prior assessments, easements, restrictions or matter of record.  
OTHER INTERESTED PARTIES:  
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Ronen LLC and/or tenant(s).  
Ronen LLC,  
as Agent and Attorney –in-Fact for John Bryans and Pamela Bryans  
Weinstein & Riley PS  
701 Broadway Ste B-08  
Nashville TN 37203  
615-742-9220  
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
T(Apr10,17,24,May1)B