Towns County Herald

Legal Notices for August 10, 2016

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Helen Marie Brooks HE: Estate of Helen Marie Brooks All creditors of the estate of Helen Marie Brooks, 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

required to make immediate j undersigned. This the 29th day of July, 2016 Mark Anthony Brooks 845 Inman Village Pkwy. NE Atlanta, GA 30307 404-607-1220

IN THE PROBATE COURT **COUNTY OF TOWNS** STATE OF GEORGIA IN RE: ESTATE OF

IN NE: ESTATE OF MARVEL K. METZGER, DECEASED ESTATE NO. 2016-34 NOTICE OF PETITION TO FILE FOR YEAR'S SUP-

The Petition of Francis J. Metzger, for a year's

The Petition of Francis J. Metzger, for a year's support from the estate of Marvel K. Metzger, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before August 15, 2016, why said Petition should not be granted.

All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the Petition may be granted without a hearing.

hearing.
David Rogers
Judge of the Probate Court
By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
48 River St., Suite C
Hiawassee, 63 30546

Hiawassee, GA 30546 Address 706-896-3467 Telephone Number

NOTICE OF INTENT OF ORGANIZATION
OF LIMITED LIABILITY COMPANY
Notice is given that the Articles of Organiza-

Notice is given in that the Articles of organiza-tion which will organize MOUNTAIN VIEW BUILDERS OF HIAWASSEE, LLC have been delivered to the Secretary of State for filing in accordance with the applicable provisions of the Georgia Business Corporation Code. The initial registered office of the limited liability company will be located at 3637 Fodder Creek Road, Hiawassee, Georgia 30546 and its initial registered agent at such address is Conrad Low Weekseks Levi Wachacha. PAMELA KENDALL FLOYD, P.C.

Attorney at Law P.O. Box 1114 Hiawassee, Georgia 30546

NOTICE OF PETITION TO CHANGE NAME OF ADULT

NAME NAME OF ADULT
Margaret Ann Garland Dellinger filed a petition in the Towns County Superior Court on the 18th day of July, 2016, to change the name from Margaret Ann Garland Dellinger to Margaret Ann Garland Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed. This the 18th day of July, 2016.

David E. Barrett
Attorney for Petitioner
108 Blue Ridge Highway, Ste. 6
Blairsville GA 30512

STATE OF GEORGIA

Notice is hereby given that Daniel Stuart Hol-Notice is nereby given that Daniel Stuart hol-combe-Lemon, the undersigned, filed his Peti-tion to the Superior Court of said County on the 2nd day of August, 2016, praying for a change in the name of Petitioner from Daniel Stuart Holcombe-Lemon to Daniel Holcombe Wade, and notice is hereby given to any interested or affected party to be and appear in said matter in said Court on or before 30 days from the date of the filing of said Petition at which time all objections to the granting of the relief prayed for must be filed in said Court.

This 2nd day of August 2016 This 2nd day of August, 2016.

Daniel Stuart Holcombe-Lemon, Petitioner

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

COUNTY OF TOWNS

RE: Estate of John Edward Cole, III
All creditors of the estate of John Edward Cole,
III, 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 Elizabeth Cole
Personal Representative
6175 Hickory Flat Highway
175, Canton, Georgia 30115

ay, Suite 110, PMB 678-983-8614

NOTICE OF INTENT TO INCORPORATE
Notice is given that the Articles of Incorporation which will incorporate D.I.G., Inc., 1269 tion which will incorporate D.I.G., Inc., 1269
Owl Creek Road, Hiawassee, Georgia 30546
will be delivered to the Secretary of State
for filing in accordance with the applicable
provisions of the Georgia Business Corporation Code. The initial registered office of the
corporation will be located at 1269 Owl Creek

Road, Hiawassee, Georgia 30546, and its initial registered agent at such address is Earl Stacey White. PAMELA KENDALL FLOYD, P.C. Hiawassee, Georgia 30546 T(Aug10,17)B

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Because of a default under the terms of the Security Deed executed by Jennifer A. Rogers Security Deed executed by Jennifer A. Rogers to Mortgage Electronic Registration Systems, Inc., as nominee for United Community Mortgage Services, Inc. and its successors and assigns dated August 12, 2008, and recorded in Deed Book 439, Page 36, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Carrington Mortgage Services, LLC, securing a Note in the original principal amount of \$137,755.00, the holder thereof pursuant to said Deed and Note thereby secured has desaid Deed and Note thereby secured has de-clared the entire amount of said indebtedness clared the entire amount of said indebtenness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, September 6, 2016, 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-with.

Deed, to-wit: All that tract or parcel of land lying and being in the 18th district, 1st sec-tion, land lot 199, containing 0.95 acre, more or less, as shown as lot 4 of oak MORE OR LESS, AS SHOWN AS LOT 4 OF OAK KNOLLS SUBDIVISION, ON A PLAT OF SURVEY BY B. GREGORY, TOWNS COUNTY SURVEYOR, DATED NOVEMBER 3, 1987, AND RECORDED IN PLAT BOOK 11, PAGE 73 OF TOWNS COUNTY, GA RECORDS, BOTH OF SAID PLATS BEING INCORPORATED HEREIN BY REFERENCE.
SUBJECT TO EASEMENT TO BLUE RIDGE EMC AS RECORDED IN DEED BOOK 91, PAGE 89 AND DEED BOOK 91, PAGE 92 OF TOWNS COUNTY, GA RECORDES.
SUBJECT TO COVENANTS AND RESTRICTIONS AS RECORDED IN DEED BOOK 91, PAGE 706 OF TOWNS COUNTY, GA RECORDED.

AS RECORDED IN DEED BOOK 91, PAGE 706 OF TOWNS COUNTY, GA RECORDS.
SUBJECT TO ROAD EASEMENT AND ALL OTHER MATTERS OF SURVEY AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.
GRANTOR ALSO GRANTS TO GRANTEE A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROP-ETTY

ERTY.
Said property is known as 2455 Oak Knoll Drive, 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, covenants, and matters of record superior to the Security Deed first set out above.
The proceeds of said sale will be applied to The proceeds of said sale will be applied to

The proceeds or 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-

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

firmation that the sale is not prohib

teriant(s).

Carrington Mortgage Services, LLC as Attorney-in-Fact for Jennifer A. Rogers
File no. 16-057389

SHAPIRO PENDERGAST & HASTY, LLP*

Attorneys and Counselors at Law 211 Perimeter Center Parkway, Suite 300

Atlanta, GA 30346

Atlanta, GA 30346
770-220-2535/KMM
shapiroandhasty.com
"THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE. 07/27, 08/03, 08/10, 08/17, 08/24, 08/31, 2016

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.

Under and by virtue of the Power of Sale contained in a Security Deed given by James B.

Wood and Ashli M. Wood to Mortgage Elecwood and Ashii M. Wood to Mortgage Electronic Registration Systems, Inc., as nominee for Evolve Bank & Trust, A Arkansas Banking Corporation, its successors and assigns, dated January 14, 2011, recorded in Deed Book 488, Page 511, Towns County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 511, Page 665 Towns County, Georgia Records, as 666, Towns County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED NINETY AND 0/100 DOLLARS (\$165,690.00), 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 alternaas may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in September, 2016, the following described property: SEE EXHIBIT "A?" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the may. debtedness as and when due and in the man ner provided in the Note and Security Deed. The debt remaining in default, this sale will debt remaining in default, this made for the purpose of paying t be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be 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. Wells Fargo Bank, N.A. 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: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306 1-800-416-1472. To the best knowledge and belief of the undersioned, the party in posand belief of the undersigned, the party in possession of the property is James B. Wood and Ashli M. Wood or a tenant or tenants and said property is more commonly known as 6105 Martin Heights Drive, Young Harris, Georgia 30582. The sale will be conducted subject (1) Solods. 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. Wells Fargo Bank, N.A. as Attorney in Fact for James B. Wood and Ashli M. Wood McCalla Raymer Privace II. C. 1544 (1) Alcharas Pace Review 1. Pierce, LLC 1544 Old Alabama Road Roswell Pierce, LLC 1544 VId Alabama Hoad Hoswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" All that tract or parcel of land ly-ing and being in the 1st Section, 17th District, Land Lot 81, Towns County, Georgia, being Lot 14 of Martin Heights Subdivision and contain-14 of wartin Heigins Suldivision and containing 0.815 acre, more or less, as shown on plat of survey by James L. Alexander, Georgia R.L.S. #2653, of LandTech Services, Inc., dated September 13, 2004, and recorded September 22, 2004 in Plat Book 32, Page 246, Towns County, Georgia Records. Said plat is hereby incorponeurita necords. Salu plat is leterely incorpor-rated by reference and made a part hereof for a full and complete description of the above property. Grantor grants to Grantee a non-ex-clusive, perpetual easement for the use of the subdivision roads for the purposes of ingress

and egress in the above property. The prop and egress in the above property. Ine prop-erty is subject to easements, restrictions or rights-of-way as shown on recorded plat. This property is subject to restrictions dated Sep-tember 22, 2004 and recorded in Deed Book 314, Pages 661-664, Towns County, Georgia Records. This property is subject to an electric necords. Inis property is suppert to an electric line right-of-way easement in favor of Blue Ridge Mountain Electric Membership Corporation dated September 3, 2004 and recorded September 8, 2004 in Deed Book 313, Pages 457-458, Towns County, Georgia Records. Be-

497-495, Iowins County, Georgia neconos. Being the same property as conveyed in a Deed Under Power Dated October 6, 2009, recorded November 23, 2009 in Deed Book 466, Page 62, Towns County, Georgia Records. MR/pxl 9/6/16 Our file no. 5180716 - FT5

DOB: 12-22-2009 SEX: MALE
CHILD UNDER THE AGE OF EIGHTEEN Case no. 139-16J-NOTICE OF TERMINATION OF PARENTAL RIGHTS

HEARING
TO: ALICIA CAMPBELL, JOHN DOE AND ANY
POSSIBLE BIOLOGICAL FATHER OF THE ABOVENAMED CHILD
By Order for Service by Publication dated the
4th day of August, 2016, you are hereby notified that on the 5th day of August, 2016, the
Towns County Department of Family and Children Services, Georgia Department of Human
Services, filed a Petition for Termination of
Parental Rights against you as to the abovenamed child and this Court found it to be in the
child's best interest that the Petition be filed. named child and this Court found it to be in the child's best interest that the Petition be filed. This notice is being sent to you pursuant to the provisions of O.C.G.A. § 15-11-281 and 282. A copy of the Petition for Termination of Parental Rights may be obtained by you from the Clerk at the Towns County Courthouse during business hours. The hearing on the Petition for Termination of Parental Rights is for the purpose of terminating your parental rights. If the Court at the trial finds that the facts set out in the Petition to Terminate Parental Rights

out in the Petition to Terminate Parental Rights are true and that termination of your rights will serve the best interests of your child, the Court can enter a judgment ending your rights

to your child.

If the judgment terminates your parental rights, you will no longer have any rights to your child. you will no longer have any rigins to your cimu. This means that you will not have the right to visit, contact, or have custody of your child or make any decisions affecting your child or your child's earnings or property. You will not thereafter be entitled to notice of proceedings for the adoption of the above-named child by another, nor will you have any right to object to the adoption or otherwise to participate in the proceedings. Your child will be legally freed to be adopted by someone else. Even if your parental rights are terminated: 1) You will still be responsible for providing

financial support (child support payments) for your child's care unless and until your child is 2) Your child can still inherit from you unless

and until your child is adopted; and 3) Your child can still pursue any civil action

3) Your child can still pursue any civil action against you.
As to John Doe and any possible biological father, under the provisions of O.C.G.A. § 15-11-260, et seq., you may lose all rights to the above-named child and will not be entitled to object to the termination of your rights to this child unless, within thirty (30) days of your receipt of this NOTICE TO PUTATIVE FATHER,

you file:
a) A petition to legitimate the child; and
b) Notice of the filing of the petition to legitimate with the Juvenile Court of Towns County.
If you fail to file a petition to legitimate or if your petition to legitimate is subsequently dismissed for failure to prosecute or the court does not find that you are the legal father of the child named in your petition to legitimate, this Court may enter an order terminating your parental rights.

this Court may enter an order terminating your parental rights.

This Court will conduct a hearing upon the Petition for Termination of Parental Rights on the 7thth day of October, 2016 at 9:00 a.m. in the Towns County Courthouse, Hiawassee,

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 place contact your lawyer. 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 his polymer than 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. IT IS SO ORDERED this 4th day of August,

Honorable Jeremy Clough Judge, Juvenile Court Towns County, Georgia Enotah Judicial Circuit

IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA IN THE INTEREST OF:

DOB: 10-02-2015 SEX: MALE
CHILD UNDER THE AGE

CHILD UNDER THE AGE
OF EIGHTEEN
case no. 139-16j-30A
NOTICE OF DEPENDENCY HEARING
TO: JOHN DOE OR ANY POSSIBLE BIOLOGICAL
FATHER OF THE ABOVE-NAMED CHILD
By Order for Service by Publication dated the
29th day of July, 2016, you are hereby notified
that on the 25th day of July, 2016, 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 abovenamed child alleging the child is dependent.
You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant rou are required to file with the clerk of Juvernile Court, and to serve upon Special Assistant
Attorney General Stephany Zaic, an answer in
writing within sixty (60) days of the date of the
Order for Service by Publication.
This Court will conduct a provisional hearing
upon the allegations of the Petition and enter

upon the allegations of the Petition and enter an interlocutory order of disposition pursuant to 0.C.G.A. § 15-11-39.2 on the 3rd day of August, 2016, at 1:00 p.m., at the Union County Courthouse, Blairsville, Georgia. Parties to this action are required to appear and answer the allegations of this Petition at the provisional hearing. The findings of fact and orders of disposition made pursuant to the provisional hearing will become final at the final hearing unless you appear at the final hearing. The child shall appear personally before this Court at the provisional hearing. This Court will conduct a final hearing upon the allegations of the Petition and enter an order of disposition on the 28th day of September, 2016, at 9:00 a.m., at the Union County Courthouse, Blairsville, Georgia.

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 hardehip way may ack for a lawyer to be as able to fire a lawyer willout thitue manical hardship, you may ask for a lawyer to be ap-pointed to represent you. The Court would in-quire into your financial circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed nire 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 29th day of July, 2016.

Honorable Jeremy Clough Judge, Juvenile Court Towns County, Georgia Enotah Judicial Circuit T(Aug3,10,17,24)B

STATE OF GEORGIA

COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale con-tained in a Security Deed from PAMELA S. HEDDEN to UNITED COMMUNITY BANK, dated April 26, 2013, recorded June 6, 2013, in Deed Book 535, Page 298, Towns County, Georgia records, said Security Deed being given to secure a Note from PAMELA HEDDEN and WARREN KEITH HEDDEN dated April 26, 2013, in the original principal amount of Sixty Five Thousand and 00/100 (\$65,000.00) Dollars, with interest due thereon 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 September. 2016, the following April 26, 2013, recorded June 6, 2013, in Deed first Tuesday in September, 2016, the following

first Tuesday in September, 2016, the following described property:
All that tract or parcel of land, situate, lying and being in Section 1, District 17, Lot 4, Towns County, Georgia, containing 0.74 acres, more or less, as shown on a plat of survey entitled "Survey for Thedford Stephens and Ann Stephens", dated July 19, 1995, by Robert J. Breedlove, Registered Surveyor, as recorded in Plat Book 21, Page 59, in the Office of the Clerk, Superior Court, Towns County, Georgia, said plat being incorporated by reference herein. Subject to Restrictions, Reservations, Ease-Subject to Restrictions, Reservations, Easements, Covenants, Oil, Gas or Mineral Rights

ments, Covenants, Oil, Gas or Mineral Rights of record, if any. 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 atterner's fees (notice of intent to collect attorner's fees (notice of intent to collect

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 undersigned, the party in possession of the property

signed, the party in possession of the property is PAMELA S. HEDDEN or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for PAMELA S. HEDDEN

Stites & Harbison, PLLC

520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 (70b) 032-7323 File No. 7484A-03801 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale con-Under and by virtue of the Power of Sale contained in that certain Consumer Deed to Secure Debt from Charles Goodwin Green ("Grantor") to AFB&T, a division of Synovus Bank, successor in interest by merger and acquisition to The National Bank of Walton County ("Grantee"), dated February 22, 2005, filed and recorded February 24, 2005, in Deed Book 327, Page 286, Towns County, Georgia Records, (the "Security Deed") securing that certain Simple Interest Note and Security Agreement dated February 28, 2011, from Grantor payable to Grantee in the original principal amount of One Hundred Seven Thousand Seven Hundred Forty Eight Seven Thousand Seven Hundred Forty Eight and 96/100 Dollars (\$107,748.96), with interest thereon as set forth therein (the "Note"), there will be sold at public outcry to the highest bidder for cash before the courthouse door of

bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in September, 2016, the following described property:
All that tract or parcel of land lying and being in Land Lot 141, 17th District, 1st Section, Towns County, Georgia, shown as Tract 1, containing 0.260 acres, more or less, and Tract 4, containing 0.355 acre, more or less, Tract 5, containing 9.987 acres, more or less, sshown on a plat of survey by Rochester & Associates, Inc., dated December 17, 2004, and recorded in Plat Book 34, Page 96, Towns County Records, which description on said plat is incorporated herein by reference and made a part hereof herein by reference and made a part hereof. LESS AND EXCEPT:

LESS AND EXCEPT.

All that tract or parcel of land lying an being in the 17th District, 1st Section, Land Lot 141, being all the property owned by Charles Goodwin Green lying South of lvy Gap Log Road as shown on plat of survey entitled "Survey for Dr. C. Goodwin Green" prepared by Rochester & Associates, Inc., James N Cash, R.L. S. dated December 17, 2004, as revised January 31, 2007, and recorded in Plat Book 37, Page 132, Towns County Records, which description on 2007, and recorded in Plat Book 37, Page 132, Towns County Records, which description on said plat is incorporated herein by reference. Said Less and Except being the same property as conveyed by Charles Goodwin Green to Mary Lynn E. Lambert and Ray P. Lambert, Jr., in that certain Quit Claim Deed dated April 22, 2009, recorded in Deed Book 454, Page 791, Towns County Goognia Records.

22, 2009, recorded in Deed Book 454, Page 791, Towns County, Georgia Records. The indebtedness secured by said Security Deed has been and is hereby declared due and payable because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note. 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 as to collect attorney's fees having been given as

provided by law).
The property will be sold for cash or certified funds and subject to any and all matters of record superior to said Security Deed, outstanding ad valorem taxes, any matters which standing ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, zoning ordinances, restrictions, covenants, easements against the property, if any, and subject to any unpaid water and waste bills that constitute liens against the property, whether due and payable against the property, whether due and payable or not yet due and payable. The sale will be conducted as set forth herein subject to (1) confirmation prior to the sale that the sale is not prohibited under the U.S. Bankruptcy Code and (2) final confirmation and audit prior to the sale of the status of the loan with the holder of

the Security Deed.
Grantee reserves the right to sell the property in one parcel or as an entirety, or in such parcels as Grantee may elect, as permitted in the

cels as Grantee may elect, as permitted in the Security Deed. The following information is being provided in accordance with O.C.G.A. § 44-14-162.2. AFB&T, a division of Synovus Bank is the secured creditor under the Security Deed and loan being foreclosed. The following entity shall have full authority to negotiate, amend, and modify all terms of the above-described Security Deed and associated Note on behalf of the secured creditor: AFB&T, a division of Synovus Bank, Attn: Foreclosures, 1000 Verterans Pkwy, Ground Floor, Columbus, Georgia 31901, (706) 649-2425. O.C.G.A. § 44-14-162.2 states in pertinent part that, "nothing in this subsection shall be construed to require a secured creditor to negotiate, amend, or modify the terms of a mortgage instrument."

To the best of the undersigned's knowledge and belief, the property is known as Tract 1 (0.260 acres), Tract 4 (0.355 acres) and Tract 5 (9.987 acres), by Log Gap Road, Towns County,

(9.987 acres), Ivy Log Gap Road, Towns County, Georgia; and the party in possession of the property is Charles Goodwin Green, or his ten-

ant or tenants.

AFB&T, a division of Synovus Bank, successor in interest by merger and acquisition to The National Bank of Walton County, Attorney-in-

National Bank of Walton County, Attorn Fact for Charles Goodwin Green Thompson, O'Brien, Kemp & Nasuti, P.C. 40 Technology Parkway South, Suite 300 Norcross, Georgia 30092 (770) 925-0111 (770) 925-011 This is notice that we are attempting to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in Pursuant to the Power of Sale contained in a Security Deed given by Barbara Bourgeois Piper to United Community Mortgage Services, Inc. dated 10/8/2004 and recorded in Deed Book 316 Page 796 Towns County, Georgia records; as last transferred to or acquired by Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America, conveying the after-described property to secure a Note in the original principal amount of \$ 65,000.00, with interest at the rate specified therein, there will be sold by the undersioned at public outcry to the highest 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 September 06, 2016 (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:

property: All that tract or parcel of land lying and being in Land Lot 115, 17th District, 1st Secing in Land Lot 115, 17th District, 1st Section, Towns County, Georgia, containing 2.055 acres, more or less, as shown on a plat of survey by Landtech Services, Inc., James L. Alexander G.R.L.S. No. 2653 dated September 22, 2004, and recorded in Towns County Records in Plat Book 32, Page 274. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Subject to all casements, restrictions and rights-of-way as shown on said plat. Subject to riparian rights of others, if any.

ubject to riparian rights of others, if any,

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

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 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 6791 Byers Creek Road, 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): Barbara Bourgeois Piper or tenant or tenants. Barbara Bourgeois Piper or tenant or tenants. Seterus, Inc. is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the ortgage. 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

(b) unpaid water or sewage bills that constitute a lien against the property whether 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 U.S. Bankrupicy Lode; 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 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 audit of the status of the Ioan as provided immediately above. Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America as agent and Attorney in Fact for Barbara Bourgeois Piper
Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Pledmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
1168-4196A

1108-4190A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1168-4196A