# **Towns County Herald**

## Legal Notices for February 13, 2013

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

RE: Estate of Stanley W. Roseberry All debtors and creditors of the estate of Stanley W. Roseberry, 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 per-sons indebted to said estate are required to make immediate payment to the Executor. This 17th day of January, 2013. Jo Ann B. Roseberry, Executor 2071 Pine Lake Road Hiawassee, GA 30546 404-731-1764 T(Jan23,30,Feb6,13)B

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

RE: Estate of Dorothy Louise Mathis All debtors and creditors of the estate of Dorothy Louise Mathis, 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 15th day of January, 2013. Julie Mathis, Executor 1419 Summit Trail Hiawassee, GA 30546 T(Jan23,30,Feb6,13)B

NOTICE OF INTENT TO INCORPORATE

Notice is given that the Articles of Orga-nization which will incorporate THE PRE-SERVE AT CROOKED CREEK PROPERTY OWNERS' ASSOCIATION. INC., 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 corpora-tion will be located at 573 New Forest Road, Young Harris, Georgia 30582, and its initial registered agent at such address is Rich-ard Cranford. T(Feb6,13)B

#### IN THE SUPERIOR COURT OF TOWNS COUNTY

**STATE OF GEORGIA** COMMUNITY & SOUTHERN BANK, Petitioner,

GREGORY A. DEMUTH, Respondent **CIVIL ACTION FILE** 

NO. 12-CV-284-MM NOTICE OF PUBLICATION FOR GREGORY A. DEMUTH

BBy Order for service by publication dated the 22nd day of January, 2013, you are hereby notified that on September 27, 2012, C&S filed a Report of Sale and Application for Confirmation and Approval of Foreclo-Sure Sale against Respondent Gregory A. Demuth. The Respondent defaulted in the payments due under a promissory note.

You are required to file with the Clerk of the Superior Court of Towns County, Georgia, and to serve upon petitioner's attorney, Jason Godwin, Busch, Slipakoff & Schuh, LLP, 3330 Cumberland Boulevard, Suite 300, Atlanta, Georgia 30339, an Answer in

writing within sixty (60) days of the date of this order for publication. The Petitioner in the above styled action having requested a Confirmation Hearing be set, let the same be scheduled, and let the Respondent show cause before the Superior Court of Towns County, located at 48 River Street, Hiawassee, Georgia 30546, on the 30th day of April, 2013, at 9:00 a.m., as to why Petitioner's requests should not be granted.

granted. WITNESS, the Honorable Murphy Miller,

Judge of this Superior Court. This the 7 day of February, 2013. Jamie Walls, Deputy Clerk, Superior Court FOR: Cecil Dye, Clerk

#### REQUEST FOR BIDS

Request for Bid (RFB) - General Contractor Services for the Addition and Renovation of the existing City Hall in the City of Young Harris, Georgia

Bid Synopsis The City of Young Harris is soliciting com-petitive sealed proposals from qualified General Contractors for the Addition and Renovation of the existing City Hall in Young Harris, Georgia. The Project has an anticipated cost range of between \$25,000 and \$50,000. The City of Young Harris in ac-cordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in State of Georgia programs issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to

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 Daniel Warren, conducting a business as 2486 Hwy. 76, in the City of Hiawassee, County of Towns, in the State of Georgia, under the name of TaserPark com, and that the nature of the business is Electronic Repair and that the names and addresses of the persons, firms or partnership owning and carrying on said trde or business are: Daniel Warren, 881 Locust Trailer, Hiawas-see, GA 30546, 706-851-9007. T(Feb13,20)P

### NOTICE OF SALE UNDER POWER

ROTION OF SALE ONDER TOWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT DURDOES USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale

contained in a Security Deed given by Da-vid J. Harris and Kelly Wynn Harris to JP-Morgan Chase Bank, N.A, dated April 28, 2010, recorded in Deed Book 473, Page 444, Towns County, Georgia Records, convey-Towns County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY AND 0/100 DOLLARS (\$167,280.00), 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, Geor-gia within the legal hours of sale on the first Tuesday in March, 2013, the following described property:All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 90 and 91 of Towns County, Georgia, being designated as Lot Three (3), The Woodlands Subdivision, containing 1.01 acres, more or less, as shown on a plat of survey by Landtech Services, Inc., dated January 8, 2007, recorded in Plat Book 38, Pages 251-253, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof. Subject to the road easements as shown on said plat. Subject to the set-back lines as shown on said plat. Subject to restrictive covenants as recorded in Deed Book 458, Page 331, Towns County, Georgia records. Subject to all mat-ters appearing on the above referenced plat of survey. Also herewith is a non-exclusive perpetual easement for ingress, egress and utilities along Red Bud Lane as shown on the above referenced plat of survey. 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 re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced an on behalf of the current owner of the an: JPMorgan Chase Bank, National loan: Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. 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 David J. Harris and Kelly Wynn Harris aka Kelly A. Harris or a tenant or tenants and said property is more commonly known as 223 Red Bud Lane, Hiawassee, Georgia 30546. 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. JPMorgan Chase Bank, National Association as Attorney in Fact for David J. Harris and Kelly Wynn Harris Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/Inc 3/5/13 Our file no. 1624210-FT20

### NOTICE OF SALE UNDER POWER

T(Feb6,13,20,27)B

RUTICE OF SALE ORDER FORER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

### NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER FOWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Suzette R Hill to Mortgage Electronic Reg-istration Systems inc, as nominee for Pri-mary Capital Advisors LC its successors and assigns, dated June 19, 2003, recorded in Deed Rok 726 Page 181 Towns County in Deed Book 276, Page 181, Towns County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 525, Page 573, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY-THREE THOUSAND AND 0/100 DOLLARS (\$183,000,00), with interset therean as set (\$183,000.00), 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 the first Tuesday in March, 2013, the following described property:All that tract or parcel of land lying and being in Land Lot 255, 18th District, 1st Section, Towns County, Georgia, containing 3.212 acres and designated as Tract 1 on plat of survey entitled: "Survey for Joe Tipton" prepared by Rochester and Associates, Inc., dated August 13, 1993, and recorded in Plat Book 18, Page 86, Office of the Clerk, Superior Court, Towns County, Georgia, said plat be-ing incorporated by reference herein, Also conveyed herewith is a right of ingress and egress over and across the Gravel Road as shown on said plat running to the 50 foot right of way on other properties of Tipton, said 50 foot right of way on other properties of Tipton, said 50 foot right of way running to Georgia Highway 17-75; also conveyed herewith is an easement within said roadway for placement of utilities; Said property conveyed subject to the easement granted to Blue Ridge Mountain Electric member-ship corporation as recorded in Deed Book 104, Page 173, in the said Clerk's Office; Said property also conveyed subject to the reservations and restrictive covenants as recorded in Deed Book 104, Pages 797-799, in the said Clerk's Office. The debt secured by said Security Deed has been and is here-by 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 pay-ing 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). JPMorgan Chase Bank, National Associa-tion holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the The above-reference loan on benan of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"), »JP-Morgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to ne-gotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection 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 pos-session of the property is Suzette R Hill or a tenant or tenants and said property is more commonly known as 1171 Sparks Branch Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirma-tion 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. JPMorgan Chase Bank, National Associa-Sriviogan offste balls, halona Associa-tion as Attorney in Fact for Suzette R Hill Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ef2 3/5/13 Our file no. 1906912-FT20 T(Feb6,13,20,27)B

### NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING 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 Miriam A. Thomas and Bryan C. Thomas, Jr. to Mortgage Electronic Registration Systems, Inc., dated September 15, 2006, recorded in Ance 188 Deed Book

NOTICE OF SALE UNDER POWER

NUTICE OF SALE UNDER FOWER STATE OF GEORGIA, COUNTY OF TOWNS Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by ROBERT HEMPSTEAD AND BRIGITTE by ROBERT HEMPSTEAD AND BRIGITTE HEMPSTEAD to ARGENT MORTGAGE COM-PANY, LLC, dated 11/06/2003, and Re-corded on 01/12/2004 as Book No. 293 and Page No. 579-597, TOWNS County, Georgia records, as last assigned to JPMC SPECIALTY MORTGAGE, LLC F/K/A WM SPECIALTY MORTGAGE, LLC (the Secured Creditor), by assignment, conveying the af-ter-described property to secure a Note of ter-described property to secure a Note of even date in the original principal amount of \$168,300.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in March, 2013, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 120 OF TOWNS COUNTY, GEORGIA CONTAINING 0.70 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY E. GREGORY, COUNTY SURVEYOR, DATED SEPTEMBER 1978, AND RECORDED IN PLAT BOOK 5. PAGE 261 OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFER-ENCE, AND BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN LOCATED ON THE NORTH SIDE OF BUGSCUFFLE ROAD, BEING 1271.7 FEET EAST FROM THE JUNC-TION OF GEORGIA HIGHWAY 75/US HIGH-WAY 76 AND BUGSCUFFLE ROAD; THENCE RUNNING ALONG THE NORTHERN RIGHT OF WAY OF BUGSCUFFLE ROAD N 77 DEGREES E 151.2 FEET TO AN IRON PIN AT A FENCE: THENCE RUNNING NORTH 3 DEGREES 30' W 190 FEET TO AN IRON PIN; THENCE RUNNING NORTH 89 DEGREES 45' W 136.8 FEET TO AN IRON PIN: THENCE RUNNING S 2 DEGREES W 224 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO ROBERT HEMPSTEAD AND BRIGETTE HEMP-STEAD AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP BY DEED FROM ALTON H. JONES JR. AND MIRIAM E. JONES, RECORD-ED 05/12/1998 IN DEED BOOK PAGE 168/147 The debt secured by said Deed to Secure Debt 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 pro-vided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of pay-ing the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMC SPECIALTY MORTGAGE, LLC F/K/AWM SPECIALTY MORTGAGE, LLC holds the duly endorsed Note and is the current assignee of the Security Deed to the pronassignee of the Security Deed to the prop-erty. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, acting on behalf of and as necessary, in consultation with JPMC SPECIALTY MORTGAGE, LLC F/K/A WM SPE-CIALTY MORTGAGE, LLC (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to 0.C.G.A. § 44-14-162.2, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION may be contacted at: JPMORGAN CHASE BANK, NATIONAL AS-SOCIATION, 3415 VISION DRIVE, COLUMBUS, OH 43219, 866-550-5705. Please note that, pursuant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the narth/narties in necessesion of the subthe party/parties in possession of the sub-ject property known as 764 BUGSCUFFLE ROAD, HIAWASSEE, GEORGIA 30546 is/are: ROBERT HEMPSTEAD AND BRIGITTE HEMP-STEAD or tenant/tenants. 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) any matters which might be disclosed by an accurate survey and inspection of the proper-ty, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) 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 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. JPMC SPECIALTY MORTGAGE, LLC F/K/A WM SPECIALTY MORTGAGE, LLC as Attorney in Fact for ROBERT HEMPSTEAD AND BRIGITTE HEMPSTEAD. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AT-

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 the Real Estate Deed to Se-cure Debt from Terry E. Taylor to Bank of Hiawassee, dated September 28, 2004, and recorded in Deed Book 316, Page 735, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by Modification of Deed to Secure Debt dated March 16, 2010 and recorded in Deed Book 471, Page 475, aforesaid records; as as-signed to Citizens South Bank by Master Assignment dated March 19, 2010 and recorded in Deed Book 486, Page 790, afore-said records (as same may have been fur-ther modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, dur-ing the legal hours of sale, on the first Tues-day in March, 2013, the following described

Teal property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SEC-TION, LAND LOT 292 & 315, TOWNS COUNTY, GEORGIA, AND CONTAINING 22.64 ACRES, AS SHOWN ON A PLAT OF SURVEY BY TAM-DOV ENCINEERING. INC. DATE EERDI ROK ENGINEERING, INC., DATED FEBRU-ARY 28, 1992 AND RECORDED IN PLAT BOOK 14 PAGE 247, TOWNS COUNTY, GEORGIA RE-

CORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE. PROPERTY IS CONVEYED SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE PLAT OF SURVEY REFERENCED ABOVE. THE PROPERTY IS CONVEYED SUBJECT TO THE ELECTRIC LINE AND ROAD RIGHT OF WAY AS SHOWN ON THE ABOVE REFER-ENCED SURVEY. KNOWN AS: 22.64 ACRES OFF OWL CREEK

ROAD, TOWNS COUNTY, HIAWASSEE, GEOR-GIA 30546

The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated November 17, 2008, from Terry E. Taylor to Bank of Hiawassee in the origi-nal principal amount of \$100,800.60 and a Renewal Promissory Note dated November 17, 2008 made by Terry E. Taylor in favor of Bank of Hiawassee in the original princi-pal amount of \$116,277.09 as assigned to Citizens South Bank, and as the same has been reduced to a judgment as evidenced by that certain Default Judgment entered February 6, 2012 in Civil Action File No. 11-CV-315MM, in the Superior Court of Towns County, State of Georgia (the notes as reduced to the Judgment are hereinafter re-ferred to as 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 con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Terry E. Taylor, the pro-ceeds to be applied to the payment of said indebtedness, attorneys' fees, and the law-ful expenses of said sale, all as provided in the Note and Security Dead The sale shall the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the In-ternal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.

To the best of the undersigned's knowledge and belief, the real property is presently

owned by Terry E. Taylor. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Terry E. Taylor, and tenants holding under him. Park Sterling Bank, successor by merger to

Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Terry E. Taylor.

M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

T(Feb6,13,20,27)B

contained in a Security Deed from STE-VEN D. LEWIS and DIANA LEWIS to UNITED COMMUNITY BANK, dated June 10, 2005, recorded June 13, 2005, in Deed Book 337, Page 467, Towns County, Georgia records, as last modified by Modification of Security Deed dated June 2, 2011, recorded in Deed Book 496, Page 548, Towns County, Georgia records, said Security Deed being given to secure a Note from STEVEN D. LEWIS and DIANA LEWIS dated June 2, 2011, in the original principal amount of Sixty One Thousand Nine Hundred Seventy Six and 48/100 (\$61,976.48) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first within the legal hours of sale on the first Tuesday in March, 2013, the following de-All that tract or parcel of land lying and be-ing in the 17th District, 1st Section, Land Lots 15 & 22 of Towns County, Georgia, containing 1.000 acre, more or less, and being Lot 4 of High Meadows Subdivision as shown on a plat of survey by Tamrok Associates, Inc., dated August 15, 2001 as recorded in Plat Book 28, Page 240, Towns County, Georgia. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Property is conveyed subject to conditions, limitations and restrictions as listed in that certain Limited Warranty Deed as recorded in Deed book 206, Pages 296-304, Towns County, Georgia records. The property is conveyed subject to Decla-ration of Protective Covenants as recorded in Deed Book 271, Pages 727-743, and as amended at Deed Book 320, Pages 142-152, Towns County, Georgia records. The property is subject to the blanket easement to Blue Ridge Mountain Electric Mem-bership Corporation as recorded in Deed Book 249, Pages 748-749, Towns County, Georgia records. 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 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 is STEVEN D. LEWIS and DIANA LEWIS or a tenant or tenants. UNITED COMMUNITY BANK. as attorney in Fact for STEVEN D. LEWIS and DIANA LEWIS L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8

## **STATE OF GEORGIA**

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale given by Maggie Sue A. Fowls, unto Elea-nor E. Krol and John Krol, now deceased, by and though his Personal Representative, Eleanor E. Krol, dated September 10, 2009, of record in the Office of the Clerk, Superior Court, Towns County, Georgia, in Deed Book 462, Page 370, conveying the herein-after described property to secure a note in the principal amount of \$35,684.27, with interest thereon, as set forth therein, there will be sold at public outcry to the highest bidder for cash before the Courthouse door in Towns County, Georgia, within the legal hours of sale on the first Tuesday in March, to-wit: March 4, 2013, the following described property, to-wit: All that tract or parcel of land lying and be-

ing in Land Lot 60, 17th District, 1st Sec-tion, Towns County, Georgia, being lot Four (4) and Lot Six (6), containing 0.745 acres, more or less, as shown on a plat of survey by T. Kirby & Associates, Inc., RLS #2988, dated October 16, 2006 and filed and recorded in Plat Book 37, Page 97, Towns County, Georgia records, said plat being incorporated herein by reference. Subject to restrictions of record as shown on plat filed and recorded in Plat Book 6, Page 67, Towns County, Georgia records.

Subject to the 50' stream buffer as shown on the above referenced plat or survey. Subject to all matters and conditions as shown on the above referenced plat of

survey. The debt secured by said security deed instrument has been and is hereby declared due because, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the note and security deed. The debt remaining in default, this sale will be made for the purpose of paying the same

be made for the purpose of paying the same and all expenses of said sale, as provided in the security deed and by law, including

attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any said property will be soluted any constantial and 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 a current and accurate survey and inspection of the property, any assessments, lien, encumbrances, zoning ordinances, restrictions, covenants, and ordinances, restrictions, covenants, and any and all other matters of record supeany and all other matters of record supe-rior to the security deed first herein above

To the best knowledge and belief of the undersigned, the party in possession of the property is Maggie Sue A. Fowls. Wesley Williams & Associates, LLC Wesley Williams As Attorney in Eact for Magnie Sue A

As Attorney in Fact for Maggie Sue A. Law Offices of Wesley Williams & Associ-

2013, by Bank of America, N.A. as Attorney-in-Fact for MERCEDES M MILLER the fol-

ALL THAT TRACTOR PARCEL OF LAND LING AND BEING IN LAND LOT 55, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA AND BEING DESIGNATED AS LOT 7 OF THE MEADOWS AT SHALLOW CREEK AS SHOWN ON PLAT OF SURVEY FOR SHALLOW CREEK AT HIAWASSEE, PHASE III. SAID PLAT, DAT-ED DECEMBER 18, 2006, PREPARED BY WIL-LIAM F. ROLADER, GEORGIA REGISTERED LAND SURVEYOR NO. 2042, IS RECORDED IN PLAT BOOK 36, PAGES 242-243, TOWNS COUNTY, GEORGIA RECORDS, WITH REFER-ENCE MADE THERETO FOR THE PURPOSE OF INCORPORATING THE SAME. CONVEYANCE OF THE ABOVE DESCRIBED

PROPERTY IS SUBJECT TO THE DECLARA-TION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS AT SHALLOW CREEK, DATED MAY 2006. AS RECORDED IN DEED BOOK 372, PAGES 645-679, TOWNS COUNTY, GEORGIA RECORDS.

GEORGIA RECORDS. THE ABOVE DESCRIBED PROPERTY IS A PORTION OF THE SAME WHICH WAS CON-VEYED BY WARRANTY DEED DATED FEB-RUARY 15, 2002 FORM LINDA L. GARRETT WARA DURA CHE CADDETED INFERDEN D (A/K/A LINDA SUE GARRETT), JEFFREY B. GARRETT, AND PATRICK L. GARRETT (A/K/A PAT GARRETT) TO HONEYSIDE PARTNERS, LLC, AS RECORDED IN DEED BOOK 236, PAGE 735, TOWNS COUNTY, GEORGIA RE-CORDS. The above described property is also known as LOT 7 THE MEDOWS AT SHALLOW CREEK, HIAWASSEE, GA 30546. The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purpose of paying the same and all expenses of sale, includ-ing attorney's fees, if applicable. The property will be sold as the property of the aforesaid grantor subject to the following: all prior restrictive covenants, easements, rights-of-way, security deeds, or encumbrances of record; all valid zoning ordinances; matters which would be disclosed by an accurate survey of the property or by any inspection of the property; all outstanding taxes, assessments, unpaid bills, charges, and expenses that are a lien against the property whether due and pay-able or not yet due and payable. Pursuant to 0.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortrane all terms of the above described mortgage

**STATE OF GEORGIA** COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale

ates. LLC P.O. Box 280 Blairsville, GA 30514 phone: (706) 745-5599 fax: (706) 745-4688 email: 1wwlaw@windstream.net T(Feb6,13,20,27)B

NOTICE OF SALE UNDER POWER

By virtue of the power of sale contained in a Deed to Secure Debt by MERCEDES M MILLER to Bank of America, N.A., dated September 21, 2007 and filed for record September 28, 2007 in Deed Book 417, Page 156, Towns County, Georgia records, and securing a Note in the original prin-cipal amount of \$62,054.00; there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Towns County, Georgia, between the legal hours of sale on the first Tuesday in March,

lowing property to-wit: ALL THAT TRACT OR PARCEL OF LAND LYING

this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Sealed bids will be received at the City of Young Harris City Hall, located at 5187 Maple Street, Young Harris, Georgia 30582 (706-379-3171) by no later than 1:50 pm (EST) on February 15th, 2013. A complete bid package (one set of construction draw-ings and a CD of PDF files (drawings and specs) may be obtained (picked-up only) from the City Clerk at City Hall, Young Har-ris on or after January 10th, 2013. The cost of the bid documents (Drawings and Specifications) is \$50 and is non-refundable (payable to the City of Young Harris). All questions, clarifications and requests for shall be directed to Rick LaRosa. Principal. R Design Works, P.O. Box 441, Morganton, Georgia 30560 (Ph) 706-374-4304, email, PM (EST) on February 25th, 2013. Bid Start Date: 01/10/2013 Bid End Date: 02/15/2013

9,16,23,30,Feb6,13)E IN THE PROBATE COURT

COUNTY OF TOWNS STATE OF GEORGIA IN RE: Estate of Elton Don Ledford, De-Estate No. 2013-6

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: Any interested parties known and un-

Margaret Ledford has petition to be appointed Administrator(s) of the estate of El-ton Don Ledford, deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261. All inter-ested parties are hereby notified to show cause 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 with the court on or before March 19, 2013. All pleadings/objections must be signed under oath 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 filling 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 with-

out a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 N(Feb13.20.27.Mar6)B

#### IN THE PROBATE COURT **COUNTY OF TOWNS**

STATE OF GEORGIA IN RE: Estate of Debra N. Rogers, Deceased Estate No. 2012-78

PETITION FOR LETTERS OF ADMINISTRA-NOTICE

TO: any heir whose current address is unnown, Guardian ad litem of Melissa Lynn Rogers

Jerry Rogers has petition to be appointed Administrator(s) of the estate of Debra N. Rogers, deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said petition should not be granted. All objec-tions to the petition must be in writing, setting forth the grounds of any such objec-tions, and must be filed with the court on or before March 12, 2013. All pleadings/objections must be signed under oath 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 filling 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, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467

N(Feb6.13.20.27)B

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale

contained in a Security Deed given by Glo-ria Ann Swanson to The Bank of Hiawassee, dated November 13, 1997, recorded in Deed Book 161, Page 631, Towns County, Geor-gia Records, as last transferred to JPMor-gan Chase Bank, National Association by assignment to be recorded in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY AND 0/100 DOLLARS (\$86,250.00), 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 the first Tuesday in March 2013, the following described property:All that tract or parcel of land lying and being in Land Lot 110, 18th District, 1st Section, Towns County, Georgia containing 1.040 acres, being Lot Two (2) of Rolling Acres Subdivision as shown on a plat of survey by Tamrock Associates, Inc., dated 11/5/97, recorded in Plat Book 22, Page 42 Town County records which description on said plat is incorporated herein by reference. The property is conveyed subject to the water meter and power lines as shown on said plat. The property is conveyed subject to the road right of way as shown on said plat. The property is conveyed subject to the water line running through the proper-ty. The property is conveyed subject to the restrictions of record pertaining to Rolling Acres. 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). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the Ioan: Federal National Mortgage Association ("Fannie Mae"). »JPMorgan Chase Bank, National Association can be contacted at 800-848-9136 or by writing to 7255 Baymeadows Way, Jacksonville, FL 32256, to discuss possible alternatives to foreclosure, and has the authority to ne-gotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection 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 pos-session of the property is Gloria A. Swanson or a tenant or tenants and said property is more commonly known as 351 Rolling Acres, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirma-tion 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. JP-Morgan Chase Bank, National Association as Attorney in Fact for Gloria Ann Swanson Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/Inc 3/5/13 Our file no. 1720310-FT20 T(Feb6.13.20.27)B

Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 524, Page 766, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED THIRTY-TWO THOUSAND FIFTY AND 0/100 DOLLARS (\$132,050.00), 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 the first Tuesday in March, 2013, 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 pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and the 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 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 Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debto 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 undersigned, the party in possession of the property is Miriam A Thomas and Bryan C. Thomas Miriam A. Thomas and Bryan C. Thomas Jr. or a tenant or tenants and said property is more commonly known as 3684 Fodder Creek Rd, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confir-mation 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 Miriam A. Thomas and Bryan C. Thomas, Jr. McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/sc1 3/5/13 Our file no. 564613-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 226, District 18, Section I, Towns County, Georgia, being shown as Tract 2, containing 0.955 Acres on Plat of Survey for Shir-ley Properties, INC." by Northstar Surveying and Mapping, INC., W. Gary Kendall, R.L.S No. 2788 dated May 24, 2006 as revised Au-gust 7, 2006 and recorded in Plat Book 36, Page 137, Towns County Records which description on said plat is incorporated herein by reference hereto. Property is conveyed subject to Matters shown on the above referenced plat. Grantor herein reserves a blanket easement for utility, water and for ingress and egress from Fodder Creek Road along the "Proposed 50' easement" To tract I as shown on the above referenced plat. Said easement is for the benefit of Tract I as well as other property owned by Grantor lo-cated to the east, north and west of Tract 2, Lying and being in Land Lots 226, 227 and 192 of the 18th District, Section I, Towns County, Georgia. The ingress and egress traffic flow shall be to the west (left) of the well shown on the plat of survey above ref-erenced. Grantor herein reserves all rights to the well located on Tract 2, including but not limited to the right to close, cap or fill said well along with the right to use said well for the benefit of other property retained by grantor as above stated. MR/sc1 3/5/13 Our file no. 564613 - FT7 T(Feb6.13.20.27)B

TEMPTING TO COLLECT A DEBT. ANY INFOR-MATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20120187409714 BARRETT DAF-FIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. T(Feb6,13,20,27)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 the Real Estate Deed to Se-cure Debt from Terry E. Taylor to Bank of Hiawassee, dated July 17, 2003, and re-corded in Deed Book 283, Page 57, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by Modification of Deed to Secure Debt dated March 16, 2010 and recorded in Deed Book 471, Page 471, aforesaid records; as as-signed to Citizens South Bank by Master Assignment dated March 19, 2010 and recorded in Deed Book 486, Page 790, afore-said records (as same may have been fur-ther modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, dur-ing the legal hours of sale, on the first Tues-day in March, 2013, the following described

ALL THAT TRACT OR PARCEL OF LAND LYING ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING 15.1 ACRES, MORE OR LESS, OF LOT OF LAND #315 IN THE 18TH DISTRICT AND 1ST SECTION OF TOWNS COUNTY, GEORGIA, AND BEING DESCRIBED IN A PLAT OF SURVEY MADE BY V. GREGORY, SAID PLAT READING AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 0 WEST 875 FEET FROM THE NORTHWEST CORNER OF LAND LOT #315; THENCE SOUTH O WEST CONNER OF LAND LOT #315; THENCE SOUTH O WEST 875 FEET TO POINT #1; THENCE NORTH 90 EAST 750 FEET TO POINT #2; THENCE NORTH 0 EAST 875 FEET TO POINT #3; THENCE NORTH 90 WEST 750 FEET TO POINT OF BEGINNING. A PLAT OF SAID PROPERTY BEING RECORDED IN PLAT BOOK 1 PAGE 224 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS HEREBY INCORPORATED HEREIN BY

REFERENCE AND MADE A PART HEREOF. KNOWN AS: 15.1 ACRES OFF OWL CREEK ROAD, TOWNS COUNTY, HIAWASSEE, GEOR-GIA 30546 The debt secured by the Security Deed is

evidenced by a Renewal Promissory Note, dated November 17, 2008, from Terry E. Taylor to Bank of Hiawassee in the original principal amount of \$102,285.00, as as-signed to Citizens South Bank, and as the same has been reduced to a judgment as evidenced by that certain Default Judgment entered February 6, 2012 in Civil Action File No. 11-CV-315MM, in the Superior Court of Towns County, State of Georgia (the note as reduced to the Judgment is hereinafter referred to as 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 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 as the property of Terry E. Taylor, the pro-ceeds to be applied to the payment of said indebtedness, attorneys' 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 redemptive rights of the In-ternal Revenue Service, if any; and all prior assessments, easements, restrictions or

matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Terry E. Taylor. To the best of the undersigned's knowledge

and belief, the party in possession of the real property is Terry E. Taylor, and tenants holding under him.

Park Sterling Bank, successor by merger to Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact

for Terry E. Taylor. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

is as follows: Bank of America, N.A.

Home Loan Assistance Dept 7105 Corporate Drive Plano, TX 75024

1-800-669-6650

The foregoing notwithstanding, nothing in 0.C.G.A. § 44-14-162.2 shall be construed to require Bank of America, N.A. to negoti-ate, amend or modify the terms of the Deed to Secure Debt described herein. Bank of America, N.A. as Attorney-in-Fact for MERCEDES M MILLER

SHIIPING. MORSE & ROSS, L.L.P.

By: S. Andrew Shuping, Jr. 6259 Riverdale Road, Suite 100

Riverdale, GA 30274 770-991-0000 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Feb6,13,20,27)B

File No. 7484A-03436

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T(Feb6,13,20,27)B

### Blue Ridge, Georgia 30513 (706) 632-7923