Towns County Herald

Legal Notices for February 27, 2013

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA

COUNTY OF TOWNS
RE: Estate of Fred R. Trimble All debtors and creditors of the estate of Fred R. Trimble, 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 12th day of February, 2013. Brenda Jo Trimble, Personal Representa-

2620 Cobblestone Drive Cumming, GA 30041 770-205-3915

NOTICE OF PETITION TO CHANGE NAME

Notice is hereby given that Ryan Michael Legate, the undersigned petitioner, has filed a petition to the Superior Court of Towns County, Georgia, on February 12, 2013, praying for a change in the name of petitioner from Ryan Michael Legate to

Ryan Michael Steck. Notice is hereby given pursuant to law to any interested or affect-ed party to appear in said Court and to file objections to such name change. Objec-tions must be filed with said Court within 30 days of the filing of said petition. This February 12, 2013 Ryan Michael Legate, Petitioner 776 Crooked Creek Road

Young Harris, GA 30582 T(Feb20,27,Mar6,13)P **NOTICE TO DEBTORS AND CREDITORS**

State of Georgia County of Towns Re: Estate of Paul D. Vann All creditors of the estate of PAUL D. VANN, 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 re-

quired to make immediate payment to the undersigned.
This, the 19th day of February, 2013. Sheila Vann, Personal Representative 109 Bradshaw Rd. Hiawassee, GA 30546

T(Feb27,Mar6,13,20)B

NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT In Re: Estate of Bobby Merrill Crapps, De-

Estate No. 2012-1 The petition of Tsun-Lien Rose, for a year's support from the estate of Bobby Merrill

Crapps, 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 March 25, 2013, 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, 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 with-

out a hearing. David Rogers Probate Judge By: Bonnie Sue Dixon Clerk of the Probate Court 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA COMMUNITY & SOUTHERN BANK. Peti-

GREGORY A. DEMUTH. Respondent

NOTICE OF PUBLICATION FOR GREGORY A. DEMUTH By 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. 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 IN THE PROBATE COURT

STATE OF GEORGIA IN RE: Estate of Elton Don Ledford, Deceased

Estate No. 2013-6 PETITION FOR LETTERS
OF ADMINISTRATION

TO: Any interested parties known and unknown

NOTICE

Margaret Ledford has petition to be ap-pointed 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 O.C.G.A. § 53-12-261. All interested 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 without a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk

48 River Street, Suite C IN THE PROBATE COURT

IN RE: Estate of Alan Wayne Minette, De-Estate No. 2013-9 PETITION FOR LETTERS

COUNTY OF TOWNS

OF ADMINISTRATION NOTICE TO: Any interested parties known and un-

Michael Anton Minette has petition to be appointed Administrator(s) of the estate

appointed Administratings of the estate of Alan Wayne Minette, deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must 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 20, 2013. All pleadings/objections must be signed un-der 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,

706-896-3467

Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546

GEORGIA. TOWNS COUNTY IN RE: Petition of Paul Duffey for Temporary Letters of Guardianship **Estate of Duffey Minors, Minor** Estate No. 2013-5 TO: Amber Milner

You are hereby notified that a petition for the appointment of a temporary guardian has been filed regarding the above-named minor. All objections to the Petition de-scribed above either to the appointment of a temporary guardian or the appointment of the petitioner(s) as temporary guardian(s), must be in writing, setting forth the grounds of any such objections, and must be filed with the court no later than 14 days after this notice is mailed, or 10 days after this notice is personally served upon you or ten days after the second publication of this notice if you are served by publication. All pleadings/objections must be signed before a notary public or Georgia probate court clerk, and filing fees must be ten-dered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the fol-lowing address/telephone number for the required amount of filling fees.
***NOTE: If a natural guardian files an objection to the creation of the temporary

guardianship, the Petition will be dis-missed. If a natural guardian files an objec-tion to the appointment of the petitioner(s) as guardian(s), or if a parent who is not a natural guardian files an objections to the petition, a hearing on the matter shall be scheduled at a later day. David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467

NOTICE FOR DISCHARGE FROM

OFFICE AND ALL LIABILITY
Probate Court of Towns County RE: Petition of Maxine R. Hill for Discharge as Executors of the Estate of George O. Hill, Sr., Deceased.

To Whom it may concern:
This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before March 11, 2013.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleads.

grounds of any such objections. All plead-ings/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. Hon. David Rogers, Probate Judge By: Probate Court Clerk

49 River Street, Suite C Hiawassee, Ga. 30546 706-896-3467 IN THE PROBATE COURT

COUNTY OF TOWNS STATE OF GEORGIA IN RE: Estate of Debra N. Rogers, Deceased

PETITION FOR LETTERS OF ADMINISTRA-NOTICE TO: any heir whose current address is un-known, Guardian ad litem of Melissa Lynn

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

O.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, set-ting 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

COUNTY OF TOWNS

All creditors of the estate of John Martin Prieto, deceased, late of Towns County, Georgia, are hereby notified to render their

IN RE: Estate of John Martin Prieto, De-

demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This 11th day of February, 2013. Thomas E. Prieto, Executor of the Estate of John Martin Pri-1102 Sunset Court

Grafton, WI 53024 IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN THE INTEREST OF ASHTON MONEYMAKER DOB: 09-06-2012 SEX: MALE A CHILD UNDER THE AGE OF EIGHTEEN Case no. 139-12J-39a NOTICE OF DEPRIVATION HEARING TO: JOHN DOE, putative father of the above named child.

By Order for Service by Publication dated the 7th day of January, 2013, you are hereby notified that on the 10th day of October, 2012, the Towns County Department of Family and Children Services, Georgia Department of Human Services, filed a Pe-

tition for Temporary Custody against you as to the above-named child alleging that the child is deprived. You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant Attorney General Alfred Chang, an answer in writing within sixty (60) days of the date of the Or-der for Service by Publication. This Court will conduct a final hearing upon the allegations of the Petition for Temporary Hearing against you on the 19th day of March, 2012, at 9:30 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 lawer time a lawyer, please collect your lawer 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 than

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 Gerald Bruce, Judge of said Court, this the 7th day of February, 2013. Judge Gerald W. Bruce Towns County Juvenile Court Enotah Judicial Circuit

NOTICE OF SALE UNDER POWER RUIGE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR 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 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, conveying the after-described property to se-cure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY AND 0/100 DOL-LARS (\$167,280.00), with interest thereon as set forth therein, there will be sold at 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 the 17th District, 1st Section, Land Lots 90 and 91 of Towns County, Georgia, being designated as Lot Three (3), The Woodlands Subdivision containing 101 acres more 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 bergin by reference and made a part rated 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 matters 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 Se-curity 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 in-tent 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 loan: . JPMorgan Chase Bank, National Associa-tion 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 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. JPMoraan the holder of the security deed. JPMorgan Chase Bank, National Association as At-torney in Fact for David J. Harris and Kelly

Wynn Harris Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Geor-gia 30329 (770) 234-9181 www.jflegal.com MSP/Inc 3/5/13 Our file no. 1624210-FT20

NOTICE OF SALE UNDER POWER RUIGE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR 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 Glo-ria Ann Swanson to The Bank of Hiawassee, dated November 13, 1997, recorded in Deed Book 161, Page 631, Towns County, Georgia Records, as last transferred to JP-Morgan 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 der 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 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 loan on behalf of the current owner of the loan: 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 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 vet 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 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 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. 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/lnc 3/5/13 Our file no. 1720310-FT20

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 Mir-iam A. Thomas and Bryan C. Thomas, Jr. to Mortgage Electronic Registration Systems, Inc., dated September 15, 2006, recorded in Deed Book 384, Page 177, Towns County, 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 Nota 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 de-clared 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 by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). 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 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 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 undersigned, the party in possession of the property is Miriam A. Thomas and Bryan C. Thomas, Jr. or a tenant or tenants and said property or a teriant or teriants and sadu properly is more commonly known as 3684 Fodder Creek Rd, 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 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.foreclosurehotline.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 Shirley Properties, INC." by Northstar Surveying and Mapping, INC., W. Gary Kendall, R.L.S. No. 2788 dated May 24, 2006 as revised August 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 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

NOTICE OF SALE UNDER POWER 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 DY NUBERT INEMPSIEAD AND BRIGHTE 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 Georgia records, as last assigned to JPMC SPECIALTY MORTGAGE, LLC F/K/A WM SPECIALTY MORTGAGE, LLC (the Secured Creditor), by assignment, conveying the after-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-BEING, 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 JUNCTION OF GEORGIA HIGHWAY 75/US HIGHWAY 76 AND RIJESCUEFLE ROAD, THENCE

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 re-tained by grantor as above stated. MR/sc1 3/5/13 Our file no. 564613 - FT7

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 FEFT 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 paying 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/A WM SPECIALTY MORTGAGE, LLC holds the duly endorsed Note and is the current assigned of the Security Deed to the proposed. assignee 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 SPECIALTY 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 O.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 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) 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 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

AND BRIGHTE HEMPSTEAD
AND BRIGHTE HEMPSTEAD
AND BRIGHTE HEMPSTEAD. THIS LAW FIRM
IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE. 20120187409714 BARRETT DAFEIN ERADDIER LEVINE & BLOCK LIT DAF-

FIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.

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 assigned 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

real property, to wit:
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
DE SLIBEYER MADE BY WEREARDY SAID 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 0 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-

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

of default, the honpayment 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. 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

COUNTY OF TOWNS

NOTICE OF SALE UNDER POWER

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure 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 re-corded in Deed Book 486, Page 790, afore-said records (as same may have been further 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-

AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 292 & 315, TOWNS COUNTY, GEORGIA, AND CONTAINING 22.64 ACRES, AS SHOWN ON A PLAT OF SURVEY BY TAM-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.

day in March, 2013, the following described

real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING

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 principal 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 Geograph (the nates as re-County, State of Georgia (the notes as reduced to the Judgment are 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 the 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 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

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale 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 as last mounied by Moontication 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 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 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

STATE OF GEORGIA

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 Declaration 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 ease-The debt secured by the Security Deed is ment to Blue Ridge Mountain Electric Mem-bership Corporation as recorded in Deed Book 249, Pages 748-749, Towns County, Georgia records. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property 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 in-

> 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

> spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and

L Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03436 THIS LAW EIRM IS ATTEME THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in that Deed to Secure Debt,
given by Maggie Sue A. Fowls, unto Eleanor E. Krol and John Krol, now deceased,
by and though bic Personal Representative.

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 5, 2013, the following described property, to-wit:
All that tract or parcel of land lying and being in Land Lot 60, 17th District, 1st Section, 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 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 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 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 outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might

ordinances, restrictions, covenants, and any and all other matters of record supe-rior to the security deed first herein above set out, if any.
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

be disclosed by a current and accurate survey and inspection of the property, any assessments, lien, encumbrances, zoning

Law Offices of Wesley Williams & Associ-P.O. Box 280 Blairsville, GA 30514 phone: (706) 745-5599 fax: (706) 745-4688 email: 1wwlaw@windstream.net

As Attorney in Fact for Maggie Sue A.