Towns County Herald

Legal Notices for March 6, 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 Representative

2620 Cobblestone Drive Cumming, GA 30041 770-205-3915 T(Feb20,27,Mar6,13)E

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Mary Burnett Strain All debtors and creditors of the estate of Mary Burnett Strain, 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 28th day of February, 2013.

Jon Douglas Strain, Personal Representative PO Box 709 Young Harris, GA 30582 706-379-3680

T(Mar6,13,20,27)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Derek D Taylor and Mary Ann W Taylor to National City Mortgage Co. dat-ed May 12, 2003 in the amount of \$121,800, and recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred to PNC Bank, National Asso-ciation, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co by assignment; the undersigned, PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to Nation-al City Mortgage, Inc., formerly known as National City Mortgage Co pursuant to said deed and the note thereby secured, has de-clared the entire amount of said indebted-ness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in May, 2013 , during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

All that tract or parcel of land lying and being in Land Lot 125, 17th District, 1st Section, Towns County Georgia, containing 2.413 acres as shown on a plat of survey by Tamrok Associates, Inc., dated 9/24/99, recorded in Plat Book 24, Page 164, Towns County Records which description on said plat is incorporated herein by reference. The property is subject to the overhead power lines and power pole as shown on

said plat. which has the property address of 1988 Barrett Rd, Hiawassee, Georgia., together with all fixtures and other personal prop-

erty conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions,

liens, and other superior matters of record which may affect said property. 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

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a). Said property will be sold as the property of

Derek D Taylor and Mary Ann W Taylor and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed. PNC Bank, National Association, successor

in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as Na-tional City Mortgage Co IN THE PROBATE COURT **COUNTY OF TOWNS** STATE OF GEORGIA IN RE: Estate of Alan Wayne Minette, Deceased Estate No. 2013-9 PETITION FOR LETTERS OF ADMINISTRATION

NOTICE TO: Any interested parties known and unknown

Michael Anton Minette has petition to be appointed Administrator(s) of the estate appointed Administration (s) 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 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 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 T(Feb27,Mar6,13,20)E

STATE OF GEORGIA

COUNTY OF TOWNS IN RE: Estate of John Martin Prieto, Deceased

All creditors of the estate of John Martin Prieto, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This 11th day of February, 2013.

Thomas E. Prieto, Executor of the Estate of John Martin Prieto. deceased 1102 Sunset Court

Grafton, WI 53024 T(Feb20.27.Mar6.13)B

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 Tempo-rary 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 stance

be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and hire your own lawyer. If you want to hire a lawyer, please contact your lawyer immediately. If you want a law-yer but are not able to hire a lawyer without undue financial hardship, you may ask for a lawyer to be appointed to represent you. The Court would inquire into your financial circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed to represent you. If you want a lawyer appointed to represent you, you must let the Court or the officer of this Court handling this case know that you

Want a lawyer immediately. WITNESS, the Honorable 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 GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in

that certain Security Deed from Margaret H. Pulliam and Stanley D. Pulliam to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Pinnacle Finan-cial Corporation, dated September 21, 2005, recorded September 26, 2005, in Deed Book 348, Page 271-291, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Ninety-Nine Thousand Two Hundred Fifty and 00/100 dollars (\$299,250.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP secured creditor there will be cold at LP, secured creditor, 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 April, 2013, all property described in said Security Deed including but not limited to the following described

property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 78, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA AND BEING UNIT 3 a/k/a LOT 3, OF LAKESCAPE PATIO HOMES AS SHOWN ON PLAT OF SURVEY BY BLAIRSVILLE SURVEY-ING COMPANY, ROBERT J. BREEDLOVE, RLS DATED 05/11/04 AND REVISED ON 08/24/04 AND RECORDED IN PLAT BOOK 32, PAGE 267, TOWNS COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPO-RATED HEREIN AND MADE A PART HEREOF. THE PROPERTY IS SUBJECT TO THE COV-ENANTS AND RESTRICTIONS AS PERTAINS TO LAKESCAPE PATIO HOMES AS RECORD-ED IN DEED BOOK 316, PAGES 378-393 AND DEED BOOK 341, PAGE 811, TOWNS COUNTY,

GEORGIA RECORDS. THE PROPERTY IS SUBJECT TO THE ROAD RIGHT OF WAYS AS SHOWN ON SAID PLAT OF SURVEY.

THE PROPERTY IS SUBJECT TO THE FLOW-AGE RIGHTS OF THE TVA FOR THE PROPER-TY THAT IS BELOW THE 1933 CONTOUR LINE OF LAKE CHATUGE.

ALSO INCLUDED IN THIS CONVEYANCE IS THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE WATERS OF LAKE CHATUGE, OVER, UPON AND ACROSS THE LANDS AD-JOINING UNIT 3 BETWEEN THE 1933 FOOT ELEVATION CONTOUR LINE AND THE WA-TERS OF SAID LAKE.

Said legal description being controlling, however the property is more commonly known as 599 Hiawassee Estates Unit 3, Hiawassee, GA 30546. The indebtedness secured by said Security

Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebted-ness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given)

and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assess-ments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of

the undersigned, the owner and party in possession of the property is Margaret H. Pulliam and Stanley D. Pulliam, Margaret H. Pulliam, Stanley D. Pulliam, Steven E. Lusty, Ginger P. Lusty, MARGARET H PUL-LIAM, STEVEN E. LUSTY, GINGER P LUSTY, or tenants(s). 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.

Bank of America, N.A., holds the duly en-dorsed Note and is the current assignee of the Security Deed to your property. Bank of America, N.A., acting on behalf of and, as necessary, in consultation with Federal National Mortgage Association (the current investor on your loan), is the entity with the full authority to negotiate, amend, and modify all terms of your loan. Pursuant to O.C.G.A. § 44-14-162.2, you may contact Bank of America, N.A. at: Bank of Americ

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by Burchell Deward Gilbert Ir and Dana Diana Gilbert to Mortgage Electronic Registration Systems, Inc. as nominee for Encore Credit Corp., dated January 26, 2005, and recorded in Deed Book 326, Page 110, Towns County, Georgia records, as last transferred to The Bank of New York, as indenture trustee for Encore Credit Receivables Trust 2005-1 by Assignment record in Deed Book 438, Page 735 in Towns County, Georgia records, conveying the after-described property to secure a Note of even date in the original principal amount of \$69,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in April, 2013, to wit: April 2, 2013, the following described property: All that tract and parcel of land lying and

being in the 17th District, 1st Section, Land Lot 154 of Towns County, Georgia, contain-ing 0.95 acre, more or less, as shown on a plat of survey prepared by Bernard Gregory, County Surveyor, dated June 29, 1987, and recorded in Plat Book 12, Page 82 of Towns County records, said plat being incorporat-ed herein by reference and said plat being more particularly described as follows: BE-GINNING at the intersection of Ga. Highway 76 and County Road 152 and running N 31 W a distance of 232 feet along the easterly side of County Road 152 to the Beginning Corner, which is located on the easterly side of County Road 152 and the center line of a branch; thence following the center line of the branch Is marked by surveyors cords as follows: N 15 W 78 feet; N 11 W 42 feet; N 7 W 71 feet; N 14 W 142 feet to a point in the centerline of said branch and the intersection of the centerline of another branch; thence following the centerline of said second branch as marked by a sur-veyors cord S 47 W 58 feet; thence leaving the centerline of said branch and running S 40 W 211 feet to an Iron pin located on the Easterly side of County Road 152; thence running along the Easterly side of said County Road 152, S 51 E 164 feet to a point; thence continuing along the Easterly side of said County Road 152, S 46 30 E 155 feet to the Beginning Point.

to the Beginning Point. 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 provided in the Note and Deed to Secure Debt. 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 Deed to Secure Debt and by law, including attorney's fees (notice of intent to col-lect attorney's fees having been given). Said property is commonly known as 5419

Sampson Road, Young Harris, GA 30582, to-gether with all fixtures and personal prop-erty attached to and constituting a part of said property. To the best knowledge and belief of the undersigned, the party (or par-ties) in possession of the subject property is (are): Burchell Deward Gilbert Jr. and Dana Diana Gilbert or tenant or tenants. Said property will be sold subject to (a)

any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and in-spection of the property, 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; (2) O.C.G.A. Section 9-13-172.1; and (3) final confirma-tion 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 re-garding 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 sure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding

tiate, amend and modify all terms of the mortgage with the debtor is: Select Portfolio Servicing, Inc.

Attention: Loss Mitigation Department 3815 South West Temple Salt Lake City, Utah 84115

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 LISED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Stephen Keyes, Jr. to Mort-gage Electronic Registration Systems, Inc., dated December 26, 2007, recorded in Deed Book 424, Page 372, Towns County, Georgia Records, as last transferred to Suntrust Mortgage, Inc. by assignment recorded in Deed Book 463, Page 698, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY THOUSAND AND 0/100 DOLLARS (\$180,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in April, 2013, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the 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). 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, encum-brances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Suntrust Mortgage, Inc. 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: Suntrust Mortgage, Inc., 1001 Semmes Avenue, Richmond, VA 23224, 866-384-0903. To the best knowledge and belief of the undersigned, the party in possession of the property is Tam-my Keyes and Stephen W. Keyes, Jr. or a tenant or tenants and said property is more commonly known as 4580 White Oak Trail, Hiawasse, 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. Suntrust Mortgage, Inc. as Attorney in Fact for Stephen Keyes, Jr. McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/jp5 4/2/13 Our file no. 51850309-FT2 EXHIBIT "A" Tract 1: All that tract or parcel of land lying and being in Land Lot no. 258, 18th District, First Section of Towns County, Georgia and being known as Lot 37, Block C, Section 1, Annex B, Bald Mountain Park, as shown on a Plat of survey made by Thomas M. Pat-ton, dated November 14, 1974. Said Plat being recorded in Plat Book 3, Page 179, in the Towns County Superior Court clerk's office. Subject to existing highway and util-ity rights of Way. Tract 2: All that tract or parcel of land lying and being in Lot of land no. 258, in the 18th District, First Section of Towns County, Georgia and being known as Lot 38, Block C, Section 1, Annex B of the Bald Mountain Park as shown on a Plat of survey by Thomas M. Patton & associ-ates dated November 14, 1977. Said Plat ates, dated November 14, 1974. Said Plat being recorded in Plat Book 3 Page 179 in the Towns County Superior Court clerk's office. Subject to existing highway and utility rights of Way. Tract 3: All that tract or par-cel of land lying and being in Lot of Land no. 258, 18th District, First Section, Towns County, Georgia and being more particu-larly described as follows: beginning at a point on the portheast cide of White Oak point on the northeast side of White Oak Drive with said point being the same as the northwest corner of Lot 37, Block C, Section 1 Annex B Bald Mountain Park according 1, Annex B, Bald Mountain Park according to survey Plat by Thomas M. Patton, dated November 14, 1974; running thence north 02-50 west along the northeast side of White 0ak Drive for a distance of 36.64 feet to an Iron pin; thence south 62-40 east for a distance of 150 feet to an Iron pin; thence north 88-31 east to an Iron pin along the southwest Boundary of Lot 111, Block C, Section 1, Annex C, according to a Plat of survey by Michael L. Scupin & Associates, dated September 27, 1978; said Iron pin being the southwest corner of Lot 59. Block C

, Section 1, Annex B, Bald Mountain Park, according to survey Plat by Thomas M. Patton, dated November 14, 1974; running thence along the meander line of a Creek south 46-36 east for a distance of 86.90 feet to an Iron nin: thence s 32-37 west

for a distance of 20 feet to an Iron pin and corner; the same point being the northeast

corner of Lot 38, Block C , Section 1, annex b, bald mountain Park according to survey Plat by Thomas M. Patton, dated Novem-

ber 14, 1974; and the northwest corner of

Lot 39, Block C, Section 1, annex b, bald

mountain Park according to survey Plat

by Thomas M. Patton, dated November 14, 1974; running thence north 64-21 west for a distance of 100.25 feet to an Iron pin, the

same being the northwest corner of Lot 38, Block C, Section 1, Annex B, Bald Mountain Park, according to survey Plat by Thomas

M. Patton dated November 14, 1974; thence

64-44 west for a distance of 150.75 feet along the northeast boundary of said Lot 37

to an iron nin located on the northwest side

of White Oak Drive and point of beginning. according to a Plat of survey by Michael L.

Scupin, dated August 14, 1979 recorded in Plat Book 6, Page 275. MR/jp5 4/2/13 Our file no. 51850309 - FT2

GEORGIA, TOWNS COUNTY Under and by virtue of the Power of Sale contained in that Deed to Secure Debt

given by VELMA ARROWOOD ANDERSON

AND BROWNLOW ANDERSON to the Bank of Hiawassee, being dated October 22,

2007. recorded in Deed Book 421 Pages

800-805, Towns County Georgia records, last assigned to Citizens South Bank, in

Deed Book 486, pages 790-798, Towns County, Georgia records; Citizens South Bank having subsequently merged with Park Sterling Bank and Park Sterling Bank being the surviving entity as evidenced by Affidavit Regarding Articles of Merger re-corded in Deed Book 521 pages 650-652

corded in Deed Book 521, pages 650-655, Towns County, Georgia records, said Deed to Secure Debt, securing a note dated Oc-

tober 22, 2007 from Brownlow Anderson and Velma Arrowood Anderson to Bank of Hiawassee, in the original principal amount

of \$45,654.75, with interest thereon as set forth therein, which debt is secured by the

aforementioned Deed to Secure Debt, 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 April, 2013, the following described property: "All that tract or parcel of land lying and

being in Land Lot 103, 18th District, 1st Section, Towns County, Georgia, containing 1.868 acres, more or less, as shown on a

plat of survey done by Land Tech Services, inc., James L. Alexander, RLS #2653, dated 1/23/04 and filed and recorded in Plat Book

32, page 40, Towns County, Georgia re-cords. Said plat being incorporated herein

Subject to all matters as shown on the

above referenced plat of survey. Said property is located at 183 Jack Creek

Road, Hiawassee, GA 30546." 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 provided

in the note and Deed to Secure Debt. 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 Deed to Secure Debt, and by law, in-cluding attorneys fees (notice of intent to

collect attorneys fees having been given). Said property will be sold subject to any outstanding ad valorem taxes, any matters

which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning

ordinances, easements, restrictions, covenants, and matters of record superior to the Deed to Secure Debt, first set out above.

The individual or entity that has full au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor

is Tim Brock of Park Sterling Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the se-

cured creditor is not required to negotiate, amend, or modify the terms of the mort-

Said property will be sold as the property of Velma Arrowood Anderson and Brown-

To the best knowledge and belief of the undersigned, the party in possession of the property is Velma Arrowood Anderson

heirs and/or Brownlow Anderson, or a ten-ant or tenants. Any person who occupies the property pursuant to a bona fine lease

or tenancy may have additional rights pur-suant to the federal Protecting Tenants at

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as attorney

in fact for Velma Arrowood Anderson and

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED

WILL BE USED FOR THAT PURPOSE.

Foreclosure Act of 2009.

Brownlow Anderson. Bruce L. Ferguson

(706)-896-9699

Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546

gage instrument.

low Anderson.

by reference.

NOTICE OF SALE UNDER POWER

T(Mar6,13,20,27)B

the indebtedness secured by a Security Deed executed by Bryan Osborn to United Community Bank dated June 15, 2007, and recorded in Deed Book 409, Page 313, and Deed Book 469, Page 252, Towns County Records, said Security Deed having been last sold, assigned, transferred and con-veyed to CF SOUTHEAST TRUST 2011-1, a Delaware Statutory Trust by Assignment, securing a Note in the original principal amount of \$172,763.48, the holder thereof pursuant to said Deed and Note thereby secured the active amount secured has declared the entire amoun of said indebtedness due and payable and, pursuant to the power of sale contained in

said Deed, will on the first Tuesday, April 2, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit: ALL. THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 310 AND 297, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.824 ACRES, MORE OR LESS, AS MORE FULLY SHOWN ON PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., REGISTERED SURVEY-ORS, DATED DECEMBER 23, 1998 AS RE-CORDED IN PLAT BOOK 25, PAGE 114 OF THE TOWNS COUNTY, GEORGIA RECORDS WHICH SURVEY IS INCORPORATED IIEREIN BY REF-ERENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY. THE ABOVE PROPERTY IS CONVEYED TO-GETHER WITH AND SUBJECT TO THE TWEN-

STATE OF GEORGIA

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Because of a default in the payment of

TY (20) FOOT RIGHT OF WAY OF MAULDIN CIRCLE AND THE ONE HUNDRED (100) FOOT RIGHT OF WAY OF STATE ROUTE NO. 75 AS MORE FULLY SHOWN ON SAID REFERENCED SURVEY. THE PROPERTY IS FURTHER CONVEYED

SUBJECT TO THE UTILITY EASEMENTS AS SHOWN ON SAID SURVEY. Said property is known as 5844 Mauldin

Circle, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any.

Tany. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taying authority any matter which of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law. The sale will be conducted subject (1) to

confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.

The property is or may be in the posses-sion of Bryan Osborn, successor in interest or tenant(s). CF SOUTHEAST TRUST 2011-1, a Delaware

Statutory Trust as Attorney-in-Fact for Bryan Osborn 12-034309

SHAPIRO, SWERTFEGER & HASTY, LLP Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/AS

(770) 220-233783 www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. [FC-NOS] . (Mar6,13,20,27)B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Shawn M. Craig to Mortgage Electronic Registration Services, Inc. as a nominee for Primary Capital Advi-sors LC dated 12/15/2005 and recorded in Deed Book 356 Page 796, Towns County, Georgia records; as last transferred to U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc., Mort-gage Pass-Through Certificates, Series 2006-AR2, conveying the after-described property to secure a Note in the original principal amount of \$ 175,000.00, with in-terest at the rate specified therein, there will be acted by the undersigned at public will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on April 2, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday),

the following described property: All that tract or parcel of land lying and be-ing in Land Lot 6, 17th District, 1st Section,

paragraph. Pursuant to O.C.G.A. Section 44-14-162.2, the entity that has full authority to nego-

1-888-818-6032 The foregoing notwithstanding, nothing in OC.G.A. Section 44-14-162.2 shall be construed to require the secured creditor to negotiate, amend or modify the terms of the Deed to Secure Debt described herein.

Attorney in Fact for Derek D Taylor and Mary Ann W Taylor McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald

Publication Dates: 03-06-2013. 03-13-2013. 03-20-2013, 03-27-2013, 04-03-2013, 04-10-2013, 04-17-2013, 04-24-2013, 05-01-2013

File No. 12-06123 /FHA/Ilawson This Law Firm is acting as a debt col-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Mar6,13,20,27,Apr3,10,17,24,May1)B

NOTICE OF PETITION TO CHANGE NAME STATE OF GEORGIA TOWNS COUNTY

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. Objections 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)F

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 required to make immediate payment to the undersigned.

This, the 19th day of February, 2013. Sheila Vann, Personal Representative 109 Bradshaw Rd. Hiawassee, GA 30546

NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT

In Re: Estate of Bobby Merrill Crapps, De-

Estate No. 2012-1

T(Feb27,Mar6,13,20)B

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 inter-ested persons are hereby notified to show cause, if any they have, on or before March 25, 2013, why said petition should not be anted

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 without 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 T(Feb20,27,Mar6,13)B

NOTICE OF PETITION TO CHANGE NAME Civil Action File No. 13-CV-49-MM Petitioner: John Michael Lety

Notice is hereby given that John Michael Lety, the undersigned, filed his petition to the Superior Court of Towns County, Geor-gia, on the 20th day of February, 2013, praying for change in the name of petitioner from John Michael Lety to Mike J. Lety. Notice is hereby given pursuant to law to any interested or affected party to appear said court and to file objections to name change. Objections must be filed with said Court within 30 days of the filing of said petition. This 20th day of February 2013

Signed John Michael Lety T(Mar6,13,20,27)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

By Order for service by publication dated he 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 Foreclosure 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.

NOTICE OF SALE UNDER POWER STATE OF GEORGIA **COUNTY OF TOWNS**

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Michael P. Dunn to Mortgage Electronic Registration Systems, Inc. as nominee for Acopia, LLC dated July 29, 2011, and recorded in Deed Book 498, Page 289, Towns County Records, said Security Deed having been last sold, assigned, trans-ferred and conveyed to Wells Fargo Bank, NA by Assignment, securing a Note in the original principal amount of \$126,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, April 2, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property de-scribed in said Deed, to-wit:

All that tract or parcel of land lying and being in Land Lot 194, 18th District, 1st Section, Towns County, Georgia, and being Lot 1, containing 0.92 acres as shown on a plat of survey done by Landtech Services, Inc., dated August 23, 2007 and filed and recorded at Plat Book 37, Page 205, Towns County, Georgia records. Said plat being in-corporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above

referenced plat of survey.

The property is conveyed together with a perpetual, non-exclusive easement, 20 foot in width over and across the property of Roy Brown, as shown on a plat of survey recorded in Plat Book 38, Page 235, and more fully described in that deed of easement from Roy Brown recorded at Deed Book 451, Pages 384-385, Towns County, Georgia records and the 10 foot ingress and egress easement as shown crossing Lot 2 on the plat recorded at Plat Book 37, Page 205, Towns County, Georgia records.

Said property is known as 266 Highland Hill, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property,

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

Deed first set out above. The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.

The property is or may be in the possession of Michael P. Dunn, successor in interest or

tenant(s). Wells Fargo Bank, NA as Attorney-in-Fact for Michael P. Dunn

File no. 13-038696 SHAPIRO, SWERTFEGER & HASTY, LLP Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941

(770) 220-2535/CP

www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Mar6.13.20.27)

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 Deed to Secure Debt from Bobby Lewis Ledford to Bank of Hiawassee, dated May 12, 2006, and recorded in Deed Book 371, Page 641, in the offices of the Clerk of the Superior Court of Towns Coun-ty, Georgia; as last modified by that certain Notification Agreement Memorandum Modification Agreement Memorandum ated January 3, 2011, recorded in Deed Book 487, Page 760, aforesaid records; as assigned to Citizens South Bank in that certain Memorandum of Purchase and As-sumption Agreement and Master Assign-ment dated March 19, 2010 flied Decem ment, dated March 19, 2010, filed Decem-ber 28, 2010 in Deed Book 486, Page 790, aforesaid records (as same may have been 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, during the legal hours of sale, on the first Tuesday in April, 2013, the following described real

property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY ING AND BEING IN LAND LOT 7 & 30, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 17, CONTAINING 0.855 ACRES, MORE OR LESS, OF OLD BRASS-TOWN ESTATES AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13, 2002 AS RECORDED IN PLAT BOOK 28, PAGE 134, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING IN-

Home Loan Assistance Dept 7105 Corporate Drive Plano, TX 75024 1-800-669-6650

Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of vour loan

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SER-VICING I P

as Attorney in Fact for MARGARET H. PULLIAM AND STANLEY D. PULLIAM THE RELOW LAW FIRM MAY BE HELD TO

BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-POSE.

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Cor-ners, GA 30092

Telephone Number: (877) 813-0992 Case

Ad Run Dates 03/06/2013, 03/13/2013, 03/20/2013, 03/27/2013 www.rubinlublin.com/property-listings.

php T(Mar6,13,20,27)B

STATE OF GEORGIA COUNTY OF TOWNS

NOTICE OF SALE UNDER POWER Under and by virtue of the Power of Sale

contained in a Security Deed given by Jef-frey E. Generas and Cindy C. Arrington to Citizens Fidelity Mortgage Corp., dated January 28, 2003, recorded on Febru-ary 3, 2003, in Deed Book 263, Page 334, Towns County, Constitu Benerate, sold Soci-Towns County, Georgia Records, said Security Deed having been last sold, assigned, transferred and conveyed to Deutsche Bank National Trust Company, as Trustee of **Residential Asset Securitization Trust Se**ries 2003-A2, Mortgage Pass-Through Cer-tificates, Series 2003-B under the Pooling and Servicing agreement dated February 1, 2003, the secured creditor, by Assignment, dated June 20, 2012, recorded on February June 29, 2012, in Deed Book 515, Page 572, Towns County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of Three Hundred Sixty-Eight Thousand and 00/100 DOLLARS (\$368,000.00), with interest thereon as set forth therein, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on April 2, 2013 during the legal hours of sale, before the Courthouse door in said County, sell at pub-lic outcry to the highest bidder for cash, the

property described in said Deed, to-wit: All that tract or parcel of land lying and be-ing in Land Lots 51 and 58, 17th District, 1st Section, Towns County, Georgia, containing 1.24 Acres and being Lot 25, Block G, Lakes Forest Estates as shown on a plat of survey by James A Long, Registered Surveyor # 1579, dated February 15, 1986 and record-ed in Plat Book 10, Page 61, Towns County records, which description on said plat is incorporated herein by reference.

This property is conveyed subject to the road easement which bounds the tract as shown on said plat of survey.

The grantors grant to grantee a non-exclusive perpetual easement for Ingress and Egress to the above described property. Said easement to run from U.S. Highway 76 along the roads in Lake Forest Estates

The property is subject to the reservations and restrictive covenants pertaining to Lake Forest Estates as recorded in Deed Book 80, Page 178-180, Towns County, Georgia records.

Said property is known as 1125 Ramey Mountain Road, Hiawassee, GA 30546, to-gether with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold as the property of

Jeffrey E. Generas and Cindy C. Arrington, the property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Jeffrey E. Generas and Cindy C. Arrington or a ten-ant or tenants. Said property will be sold subject to any outstanding ad valorem tax-es (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion 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 re-garding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation of the audit of the status of the loan as provided immediately above. The debt secured by said Security Deed has been and is hereby declared due bepossible among other default, failure to pay the indebtedness as

and when due and in the manner provided

This sale is conducted on behalf of the secured creditor under the power of sale granted in the aforementioned security in-

strument, specifically being The Bank of New York Mellon (f/k/a The Bank of New York), as indenture trustee for Encore Credit Receivables Trust 2005-1 attorney in fact for

Burchell Deward Gilbert Jr., and Dana Diana Gilbert Richard B. Maner, P.C.

5775 Glenridge Drive Building D, Suite 100

Atlanta, GA 30328 (404)252-6385 THIS LAW FIRM IS ACTING AS A DEBT COL-

FC08-611

T(Mar6,13,20,27)B

LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Rhyan Arrowood and Melissa Arrowood to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIDELITY MORTGAGE A DIVISION OF DELTA FUNDING CORPORATION, dated January 31, 2007, re-corded in Deed Book 396, Page 806, Towns County, Georgia records, as last transferred to HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLD-ERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2007-1 by assignment recorded or to be recorded, Towns County, Georgia records conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FORTY THOUSAND EIGHT HUNDRED DOLLARS (\$140,800.00); 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 April, 2013 the follow-

ing described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 120, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.81 ACRES, AND BEING LOT EIGHT (8) OF THE PAT-A-GI SUB-DIVISION AS SHOWN ON A PLAT OF SURVEY BY TAMROK ENGINEERING, INC., R. S. #1626, DATED AUGUST 16, 1989, RECORDED IN PLAT BOOK 14 PAGE 20 TOWNS COUNTY RE-CORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE

AND MADE A PART HEREOF. FOR INFORMATIONAL PURPOSE ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS 44-56; SOURCE OF TITLE IS BOOK 155,

PAGE 57 (RECORDED 05/19/97) The debt secured by said Security Deed has been and is hereby declared due be-cause 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 rein 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). 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 as sments. liens, encumbrances, zoning ordinances. restrictions, covenants, and matters of re-cord superior to the Security Deed first set out above.

The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LLC, Attention: Home Reten-tion Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Fax 407-737-5693. Please understand that the secured creditor is not required by la negotiate, amend, or modify the terms of

To the best knowledge and belief of the un-dersigned, the parties in possession of the property are Rhyan Arrowood and Melissa Arrowood or a tenant or tenants and said property is more commonly known as 425

Windy Ridge Rd, Hiawassee, GA 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.

HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLD-ERS OF RENAISSANCE HOME EQUITY LOAN

TRUST 2007-1 As Attorney in Fact for Rhyan Arrowood and Melissa Arrowood

Weissman, Nowack, Curry & Wilco, PC Attn: Ocwen Team

One Alliance Center 3500 Lenox Road

Atlanta, GA 30326 Our File# 016743

T(Mar6,13,20,27)B

Towns County, Georgia, and being shown as Tract 2 containing 0.569 acres, more or less as shown on a plat of survey by LandTech Services, Inc., James L. Alexander, G.R.L.S. No. 2653, dated January 9, 2004, and re-corded in Plat Book 32, Page 200, Towns County records which description on said incorporated herein by reference and made a part hereof.

The property is subject to an Eight foot perpetual and exclusive Easement from Sharon B. Dyer a/k/a Sharon Edwards to Centex Home Equity Company, Inc. dated June 30, 2004 as recorded in Deed Book 310, Pages 304-305, Towns County, Georgia records.

The property is subject to an Easement Agreement from Mildred B. West dated July 19, 2003 for the purpose of ingress and egress as recorded in Deed Book CRP 277, Page 45, Clay County, North Carolina records which easement is also recorded on a plat of survey described in said Agree-ment and recorded in Plat Cabinet 4, Slide 741, Clay County, North Carolina records. The property is subject to any Riparian Rights to Brasstown Creek which is the

North West property line of subject property Subject to any easements, restrictions and

rights of way of record. The debt secured by said Security Deed has been and is hereby declared due be-

cause 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 the Se-curity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). U.S. Bank Na-tional Association, as Trustee for Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 2006-AR2 is the current owner of the loan.

Said property is commonly known as 2689 State Highway 66, Young Harris, Georgia 30546 together with all fixtures and per-sonal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Shawn M. Craig and Kimberly Craig or tenant or tenants. Wells Fargo Bank, NA is the entity or individual designated, who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to es-

tablished guidelines Wells Fargo Bank NA Wells Fargo Bank, NA

Loss Mitigation 3476 Stateview Boulevard Fort Mill, SC 29715

1-800-662-5014

Note, however, that such entity or individual is not required by law to negotiate, amend

or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), (b) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

Deed first set out above. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc.,

Mortgage Pass-Through Certificates, Se-ries 2006-AR2 as agent and Attorney in Fact for Shawn M. Craig Aldridge Connors, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-667492883A T(Mar6.13.20.27)B

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 Su-perior 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 T(Feb13.20.27.Mar6)B

IN THE PROBATE COURT

COUNTY OF TOWNS STATE OF GEORGIA

IN RE: Estate of Elton Don Ledford, Deceased Estate No. 2013-6

PETITION FOR LETTERS OF ADMINISTRATION

NOTICE

TO: Any interested parties known and unknown

Margaret Ledford has petition to be ap-pointed Administrator(s) of the estate of Elton 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 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 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 with-

out a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C assee, GA 30546 Hia 706-896-3467 N(Feb13,20,27,Mar6)E

CORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE LEGAL DESCRIPTION. SUBJECT TO ALL MATTERS AND CONDI-TIONS AS SHOWN ON ABOVE REFERENCED

PLAT OF SURVEY. THIS PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, 50 FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. SUBJECT TO THE PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, AND AMENDED

IN DEED BOOK 324, PAGE 395, TOWNS County, georgia records. Known As: 2110 Brasstown Lane, Young HARRIS, GEORGIA 30582

The debt secured by the Security Deed is evidenced by a Note and Consumer Security Agreement, dated May 12, 2006, from Bobby Lewis Ledford to Bank of Hiawas-see in the original principal amount of \$157,500.00, as last modified by the cer-tain Modification Agreement dated January 3, 2011 increasing principal amount to \$175,941.83 (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and indehtedness othe

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 of this default, the Security De has been declared foreclosable according to its terms.

above-described real property will be sold to the highest and best bidder for cash as the property of Bobby Lewis Ledford, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provid-ed in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assess ments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all nrior assessments easements restrictions matters of record

To the best of the undersigned's knowledge and belief, the real property is presently owned by Bobby Lewis Ledford. To the best of the undersigned's knowledge

and belief, the party in possession of the real property is Bobby Lewis Ledford, 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 Bobby Lewis Ledford. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600. One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339

(678) 384-7005

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 Se-curity Deed and by law, including, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as provided by law.

Pursuant to 0.C.G.A. 44-14-162.2. the name. address and telephone number of the in-dividual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage on behalf of the secured creditor, Deutsche Bank National Trust Company, as Trustee of Residential Asset Securitization Trust Series 2003-A2, Mortgage Pass-Through Cer-tificates, Series 2003-B under the Pooling and Servicing agreement dated February 1, 2003, is as follows: OneWest Bank, FSB, P. O. Box 4045, Kalamazoo, MI 49003, 800-781-7399. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.

Deutsche Bank National Trust Company, as Trustee of Residential Asset Securitiza-tion Trust Series 2003-A2, Mortgage Pass-Through Certificates. Series 2003-B under the Pooling and Servicing agreement dated February 1, 2003

Jeffrey E. Generas and Cindy C. Arrington MorrislHardwicklSchneider, LLC 1301 Hightower Trail. Suite 305 Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Mar6,13,20,27)E