Towns County Herald

Legal Notices for March 13, 2013

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

NOTICE OF SALE UNDER POWER

COUNTY OF TOWNS

Because of a default in the payment of the

because of a detaut 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 Peach begins been lect select security.

Deed having been last sold, assigned, transferred 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 described 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 last of several deep by Londtock Services.

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 incorporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above.

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 Rook 451, Pages 384, 235 Towns County

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,

n any.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which

might be disclosed by an accurate survey and inspection of the property, any 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 dis-tributed 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

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

WWW.SWERTTEGER.NET
*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL

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 Modification Agreement Memorandum

dated 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, 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 bid-der for cash before the door of the Court-

house of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in April, 2013, the following described real

April, 2013, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING 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 BRASSTOWN 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 INCORPORATED HEREIN BY REFERENCE FOR A
MORE COMPLETE LEGAL DESCRIPTION.

MORE COMPLETE LEGAL DESCRIPTION.

PLAT OF SURVEY.

SUBJECT TO ALL MATTERS AND CONDI-TIONS AS SHOWN ON ABOVE REFERENCED

PLAI OF SURVET.
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

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

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

The 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 out-standing ad valorem taxes and/or assess-

ments, if any; possible redemptive rights of the Internal 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 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.

Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek

or matters of record.

M. Todd Westfall, Esquire

3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

COUNTY, GEORGIA RECORDS.

File no. 13-038696 SHAPIRO, SWERTFEGER & HASTY, LLP*

Attorneys and Counselors at Law

2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941

BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER

(770) 220-2535/CP

IN SECURITY DEED STATE OF GEORGIA

COUNTY OF TOWNS

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

STATE OF GEORGIA

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 TO DERTORS AND CREDITORS

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 which has the property address of 1988

Barrett Rd, Hiawassee, Georgia., together with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, 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

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 se-

of the loan with the holder of the security

cured 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 Ser-

vices, LLC, successor by merger to National City Mortgage, Inc., formerly known as Na-tional City Mortgage Co 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, 04-17-2013, 04-24-2013, 05-01-2013 2013 File No. 12-06123 /FHA/llawson 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

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 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 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 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 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 STATE OF GEORGIA COUNTY OF TOWNS IN RE: Estate of John Martin Prieto, De-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

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-

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 Order 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 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 T(Feb27,Mar6,13,20)B

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 Financial 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 sold at public outcar to the highest bidder for cash public outcry to the highest bidder for cash before the courthouse door of Towns Coun-ty, 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 LYING 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
BUT OF CHEMPEY BY BI AIRSVILLE SURVEY. 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 WATERS 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 indebtedilmited to the nonpayment of the indeptedness as and when due. The indeptedness 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 Dead and Note. the terms of the Security Deed and Note. Said property will be sold on an "as-is" ba-sis 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 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 America, N.A. Home Loan Assistance Dept 7105 Corporate Drive Plano, TX 75024

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 BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERas Attorney in Fact for

1-800-669-6650

BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092 Telephone Number: (877) 813-0992 Case

MARGARET H. PULLIAM AND STANLEY D.

THE BELOW LAW FIRM MAY BE HELD TO

No. BAC-10-10134-0004 Ad Run Dates 03/06/2013, 03/13/2013, 03/20/2013, 03/27/2013 www.rubinlublin.com/property-listings. T(Mar6,13,20,27)B STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER
Under and by virtue of the Power of Sale
contained in a Security Deed given by Jeffrey E. Generas and Cindy C. Arrington to
Citizens Fidelity Mortgage Corp., dated
January 28, 2003, recorded on February 3, 2003, in Deed Book 263, Page 334,
Towns County, Georgia Records, said Security Deed having been last sold, assigned,
transferred and conveved to Deutsche transferred and conveyed to 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, 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 en-tire 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 being 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 recorded 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 prop-erty 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 tenant or tenants. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a liep but not

es (including taxes which are a lien, but not

yet due and payable), the right of redemp-tion 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 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 re-garding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation 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 because of, among other possible events of 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 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 O.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 Certificates, 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 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 as Attorney in Fact for Jeffrey E. Generas and Cindy C. Arrington Morris|Hardwick|Schneider, 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.

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 Jr., 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 surveyors 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, St 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 paving the same

and all expenses of this sale, as provided in the Deed to Secure Debt and by law, includ-ing attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 5419 Sampson Road, Young Harris, GA 30582, together 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 (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 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 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

mortgage with the debtor is: Select Portfolio Servicing, Inc. Attention: Loss Mitigation Department 3815 South West Temple Salt Lake City, Utah 84115 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.

of the loan as provided in the preceding

Pursuant to O.C.G.A. Section 44-14-162.2. the entity that has full authority to negotiate, amend and modify all terms of the

paragraph.

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 as 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

This sale is conducted on behalf of the

(404)252-6385 THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. FC08-611 T(Mar6,13,20,27)B STATE OF GEORGIA COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER

Because of a default in the payment of 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 conveyed 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 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 described in said Deed, to-wit: ALL. THAT TRACT OR PARCEL OF LAND ALL. HALL HACT 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 HEREIN BY REF-ERENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY. THE ABOVE PROPERTY IS CONVEYED TO-GETHER WITH AND SUBJECT TO THE TWEN-TY (20) FOOT RIGHT OF WAY OF MAULDIN CIRCLE AND TIHE ONE HUNDRED (100) FOOT RIGHT OF WAY OF STATE ROUTE NO. 75 AS MORE FULLY SHOWN ON SAID REFERENCED 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, 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

THE PROPERTY IS FURTHER CONVEYED SUBJECT TO THE UTILITY EASEMENTS AS SHOWN ON SAID SURVEY.

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 dis-tributed 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 File no. 12-034309 SHAPIRO, SWERTFEGER & HASTY, LLP* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100

Atlanta, GA 30341-3941 (770) 220-2535/AS www.swertfeger.net
*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. [FC-NOS]

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., Mortgage 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 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 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 being in Land Lot 6, 17th District, 1st Section,

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 plat is 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 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 Agreement 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 prop-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 personal property attached to and constituting

a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): 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 established guidelines. Wells Fargo Bank NA Wells Fargo Bank, NA Loss Mitigation 3476 Stateview Boulevard Fort Mill, SC 29715

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 (includ-

1-800-662-5014

ing 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, z

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., for Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 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-

WILL BE USED FOR THAT PURPOSE 1000-T(Mar6,13,20,27)B IN THE PROBATE COURT STATE OF GEORGIA

IN RE: Estate of Alan Wayne Minette, De-

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

Estate No. 2013-9

ceased

Michael Anton Minette has petition to be appointed Administrator(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 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 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

PROBATE COURT OF TOWNS COUNTY RE: Estate of Rachel Kilgore, (FORMER) Mi-TO WHOM IT MAY CONCERN and all inter-The conservator(s) of the above estate, has/have applied for Discharge from said trust. This is to notify the above interested party(ies) to show cause, if any they can,

Hiawassee, GA 30546 706-896-3467

why said conservator(s) should not be dis-charged from office and liability. All objec-tions must be in writing, setting forth the grounds of any such objections, and filed with the above probate court, 48 River Street, Suite C, Hiawassee, GA 30546 on or before April 10, 2013, said date being more than 30 days from the date of publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/telephone number for the required amount of filing fees.

If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted with are filed, the petition may be 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

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 in said court and to file objections to such name change. Objections must be filed

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

with said Court within 30 days of the filing of said petition. his 20th day of February 2013 Signed John Michael Lety

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 tion and audio to the status of the loan wint the holder of the security deed. Suntrust Mortgage, Inc. as Attorney in Fact for Ste-phen 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 utility 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 & associates dated November 14, 1974, Said Plates 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 parcel of land lying and being in Lot of Land no. 258, 18th District, First Section, Towns County, Georgia and being more particularly described as follows: beginning at a point on the porthest side of White Oak

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.

ANY INFORMATION OBTAINED WILL BE USED

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

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 R Rald Mountain Park according

1, Annex B, Baid 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 Oak 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 be-

ing 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 pin; 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 November 14, 1974; and the northwest corner of

ber 14, 1974; and the northwest corner of

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 pla located on the northwest side.

to an iron pin located on the northwest side of White Oak Drive and point of beginning. According to a Plat of survey by Michael L.

NOTICE OF SALE UNDER POWER
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. Dages 790-798. Towns 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 recorded in Deed Book 521 pages 650-655. corded in Deed Book 521, pages 650-655, Towns County, Georgia records, said Deed to Secure Debt, securing a note dated October 22, 2007 from Brownlow Anderson and Velma Arrowood Anderson to Bank of Hiawassee, in the original principal amount of \$45.654, 75, with interect thereon as set of \$45,654.75, with interest thereon as set forth therein, which debt is secured by the aforementioned Deed to Secure Debt, there 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. 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 records. Said plat being incorporated herein by reference. 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, including attorneys fees (notice of intent to collect attorneys fees having hear given). 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, cove-nants, and matters of record superior to the Deed to Secure Debt, first set out above. The individual or entity that has full authority 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 secured creditor is not required to negotiate cured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument. Said property will be sold as the property of Velma Arrowood Anderson and Brown-

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 Foreclosure Act of 2009. 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 Brownlow Anderson. Bruce L. Ferguson Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546 (706)-896-9699 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED

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

low Anderson.

WILL BE LISED FOR THAT PURPOSE