## Towns County Herald

**Legal Notices for April 17, 2013** 

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Kenneth Westley Pharr All debtors and creditors of the estate of Kenneth Westley Pharr, 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 Undersigned. This 29th day of March, 2013.

Douglas Kenneth Pharr Personal Representative 1424 Garland Lane Young Harris, GA 30582 T(Apr3,10,17,24)B

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Juanita Arrowood All debtors and creditors of the estate of Juanita Arrowood, 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 1st day of April, 2013. Herbert E. Arrowood, Executor 161 Mauney Circle Blairsville, GA 30512

NOTICE TO CREDITORS AND DEBTORS All creditors of the estate of Debra N. Rog-ers, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned accord-ing to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This 3rd day of April, 2013. Bruce L. Ferguson, Attorney for

Jerry Rogers Administrator of the Estate of Debra N. Rogers PO Box 524 Hiawassee, GA 30546 706-896-9699 T(Apr10,17,24,May1)B

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

RE: Estate of Elton Don Ledford All creditors of the estate of Elton Don Led-ford, deceased of Towns County, Hiawas-

see, Georgia are hereby notified to render in their demands to the undersigned ac-cording to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This 11th day of April, 2013. Margaret Ledford, Personal Representative 5948 Airline Road

Young Harris, Georgia 30582 706-897-3344 T(Apr17,24,May1,8)B NOTICE TO CREDITORS AND DEBTORS

All creditors of the estate of THEODORE JOHN BOGAERT, A.K.A. THEODORE J. BO-GAERT, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned ac-cording to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.
This 3th day of April, 2013.
ANNE SNYDER BOGAERT, Executrix
1051 Purposition Page 1

1051 Bugscuffle Road Hiawassee, Georgia 30546

NOTICE OF INTENT TO INCORPORATE Notice is given that Articles of Incorpora-tion for "Peach State Paint & Body, Inc." will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 862 Ed Nichols Road, Young Harris, GA 30582 and its initial registered agent at such address is Herbert Joseph Teague, II. **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 Association, 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 National 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 indebtedness 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, 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 of the loan with the holder of the security Notice has been given of intention to col-lect 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-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 exthe payment of said indebtedness, the ex-pense 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 Serin interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National 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-

10-2013, 04-17-2013, 04-24-2013, 05-01-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. PROBATE COURT OF TOWNS COUNTY
RE: Petition of Patricia A. Queen to probate

in solemn form the will of Cecelia R. Bibby, deceased, and for letters of administration with will annexed, upon which an order for

service was granted by this court on April o, 2013. TO: Sandra Alice Sleeth, Gary Wayne Sleeth and Steven G. Sleeth, All interested parties and all and singular the heirs of said dece-dent, the beneficiaries under the purported will, and to whom it may concern: This is to

notify you to file objection, if there is any, to the above referenced petition, in this Court on or before May 15, 2013. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact

probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 T(Apr17.24.Mav1.8)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

GEORGIA, TOWNS COUNTY PROBATE

In Re: Estate of Lucy Maria Brana, De-

TO: Any heir whose current address is un-

Glenn William Hornor has petitioned to be

appointed Administrator(s) of the estate of Lucy Maria Brana, 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 May 15, 2013. 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, Probate Clerk

48 River Street, Suite C Hiawassee, GA 30546

IN THE SUPERIOR COURT

STATE OF GEORGIA Rachel S. Johnson, Plaintiff

Robert E. Johnson, Defendant Case No: 13-CV-80-RG

To: Robert E. Johnson, 324 Red Bird Lane, Hayesville, NC 28904

By order of the court for service by publica-tion dated the 25th day of March, 2013, you are hereby notified that on the 25th day of

March, 2013, Rachel S. Johnson filed suit against you for divorce. You are required to file with the Towns County Clerk of the

Superior Court, and to serve upon Plaintiff's Attorney, William K. Mercer, JR, 101 S. Main Street, Suite 3, Hiawassee, GA 30546 an an-

swer in writing within sixty (60) days of the 25th day of March 2013 or date of order of

Witness the Honorable Raymond D. George, Superior Court Judge Enotah Circuit Date this 25th Day of March 2013

Cecil Dye Towns County Clerk of Superior Court 48 River Street, Suite E

PROCESS BY PUBLICATION
In the Superior Court of Towns County,

Great Northern Insurance Company a/s/o

Stuart and Kristin Segerman, Plaintiff V.
Just Plumbing, LCC d/b/a Precision Plumbing, Defendant
TO: Just Plumbing, LLC d/b/a Precision
Plumbing by Order for Service by Publication date January 31, 2013: You are hereby notified that Great Northern Insurance Com-

pany a/s/o Stuart and Kristin Segerman filed a suit against you for Negligence in the

Superior Court of Towns County, Georgia, on November 27, 2012. You are required to file with S. Woodhouse, Esq., 260 Peachtree Street, N.W., Suite 1402, Atlanta, GA 30303,

an Answer in writing within Sixty (60) days of the date of the order for service by publi-

cation. If you fail to do so the party seeking service against you will apply to the court for the relief sought.

This 7th day of March, 2013 This Notice bears teste in the name of Judge Raymond George

This advisory is issued to inform the public of a receipt of an Application for a variance submitted pursuant to a state environmen-

tal Law. The public is invited to comment during the 30-day period on the proposed activity. Since the EPD has no authority to

zone property or determine land use, only those comments addressing environmental issues related to air, water, and land pro-

tection will be considered in the application

The applicant proposes to impact 166 lin-

ear feet of an impoundment along Little Hightower Creek to repair the existing dam's riser that has deteriorated and must

be replaced. The existing principal spillway will be replaced with a siphon system, rais-ing the crest of the dam by 0.5 feet and

clearing the trees off the back slope of the dam. The project is located approximately 8.3 miles southeast on US 76 from the city

The public may review site plans for the proposed project at the office of Carter

Engineering Consultants, 1551 Jennings Mill Road, Building 500 Suite B, Bogart, GA 30622. Email contact may be made to Brian

Kimsey, P.E. at brian@carterengineering.

Written comments should be submitted to:

Program Manager, NonPoint Source Pro-gram, Erosion and Sedimentation Control, 4220 International Parkway, Suite 101, At-

YOU ARE HEREBY NOTIFIED that there will be heard before the Judge presiding in the

Superior Court of Towns County, Georgia, on the 26th day of April, 2013 at 1:30 P.M., at the Courthouse of the Superior Court of

Towns County in the City of Hiawassee, Georgia, the case of the State of Georgia v. City of Hiawassee, Georgia, Civil Action No.

13-CV-98 SG, the same being a proceeding to confirm and validate the issuance of the City of Hiawassee, Georgia Water and Sew-

erage Revenue Bond, Series 2012 in a principal amount of \$996,000 (the "Series 2012 Bond"). The Series 2012 Bond is being is-

sued by the City of Hiawassee, Georgia (the "City") for the purpose of providing funds to (a) finance, together with other funds

available or to be made available, the cost of acquiring, constructing and installing certain extensions and improvements (the

"Series 2012 Project") to a municipal water and sewerage system owned and operated by the City, (b) refund the loan or loans in-

curred by the City in order to finance the costs of the Series 2012 Project prior to the issuance of the Series 2012 Bond and

(c) pay the costs of issuance of the Series 2012 Bond.

Pursuant to O.C.G.A. Section 3682100, the

City hereby notifies all interested parties that no independent performance audit or performance review (the "Independent Au-

dit Requirement") will be conducted with respect to the Series 2012 Bonds. However, the City will ensure that the proceeds of the

Series 2012 Bonds are expended efficiently and economically as intended by the Inde-pendent Audit Requirement.

Any citizen of the State of Georgia residing

in Towns County, or any other person wherever residing, who has a right to object,

may intervene and become a party to these

proceedings.
This the 8 day of April, 2013.

Clerk, Superior Court

T(Apr10.17)B

Towns County, Georgia

Cecil Dye, Clerk of Superior Court Towns County

PUBLIC ADVISORY BERRONG LAKE DAM REPAIR

T(Mar27,Apr3,10,17)P

of Hiawassee.

lanta. GA 30354.

NOTICE TO THE PUBLIC

Hiawassee, GA 30546

NOTICE OF SERVICE OF

State of Georgia Civil Action No: 12-CV-352 RG

OF TOWNS COUNTY

Petition For Letters of Administration

Estate No. 2013-18

BY virtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from MICHAEL L. COE AND JANICE M.COE("Grantor") to BARBARA L. DEYOUNG ("Grantee"), dated June 2, 2003, recorded June 4, 2003, in Deed Book 274, Pages 825-836. Towns Courty Geograf Becords. 635-636, Towns County, Georgia Records, last assigned to James Curry in Deed Book 522, Page 143, Towns County, Georgia records, said Security Deed being given to secure a Note of even date in the original principal amount of Ninety Seven Thousand Two Hundred Fifty Six and 61/100 Dollars (\$97,256.61), with interest from date at the rate as provided therein on the unpaid balance until paid. Whereas the debt secured by the said deed to secure debt aforesaid, has become in default as to the principal and interest and the holder thereof has declared the entire indebtedness as once, immediately due and payable; now, therefore, pursuant to the terms, provisions, and conditions of the aforesaid deed to secure debt and the laws in such cases made and provided for, there will be sold by the undersigned at public outcry to the high-est bidder for cash before the Courthouse door in Hiawassee, Towns County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following described real property to wit: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land

Lot 15 of Towns County, Georgia, containing 0.909 acres, and being Lot 30 of Hideaway Point Subdivision, as shown on a plat of survey by Ronald L. Kirkland & Associates, Ronald L. Kirkland, RLS, dated 02-28-90, and recorded in Plat Book 14, Page 18 of the Towns County Records said plat be. the Towns County Records, said plat be-ing incorporated herein by reference. Also, conveyed herein is the exclusive right of access thereto and other rights pertain-ing thereto as set forth in an easement and covenant running with the land dated 12-1-94, and recorded in Deed Book 131, Pages 383-385 of the Towns County Records, the same being incorporated herein by reference. The above described lot is conveyed subject to and together with those cov-enants, restrictions, easements, reservations, terms and conditions governing the subdivision of Hideaway Point, dated 2-28-90, and recorded in Deed Book 101, Pages 382-384 of the Towns County Records; and subject to and together with the right of ingress and egress over, above and across the 50 foot wide road rights of way for the subdivision roads within Hideaway Point Subdivision; and subject to the electric power utility easements granted to the Blue Ridge Mountain Electric Membership Corporation dated 2-7-90, and recorded in Deed Book 101, Pages 60-62 of the Towns County Records.
Property Address: 2620 Hy-Top Rd., Young

Harris, GA 30582

The debt secured by the Security Deed has been and is hereby declared due because of, among other possible events of default, failure to comply with the terms of the Note and Security Deed. The debt remaining in default this calculation and the security Deed. default, this sale will be made for the pur-pose of paying the same and all expenses of this sale, including attorneys' fees (notice of intent to collect attorneys' fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be

disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set To the best knowledge and belief of Grant-ee, the above described property is in the possession of Michael L. Coe and Janice M. Coe, or a tenant or tenants, and will be sold subject to the outstanding ad valorem taxes and/or assessments, if any.

James Curry
As Attorney in Fact for
Michael L. Coe and Janice M. Coe T(Apr10,17,24,May1)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 Mick C. Youngblood to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, its successors and assigns dated March 25, 2004 in the amount of \$128,000.00, and recorded in Deed Book 299, Page 483; re-recorded at Deed Book 300, Page 294, , Towns County, Georgia Records; as last transferred to Nationstar Mortgage LLC by assignment; the undersigned, Nationstar Mortgage LLC pursuant to said deed and the 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 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 137, 17th District, 1st Section, Towns County, Georgia, containing 0.846 acres and being Lot Seventeen (17) of Townsend Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1996 recorded in Plat Book 19, Page 189, Towns County In Plat Book 19, Page 189, Towns county Records and shown on a plat of survey by Tamrok Associates, Inc., dated June 18, 1997, recorded in Plat Book 21 Page 272 Towns County records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A. The property is conveyed subject to the power line easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County which has the property address of 6097 Mill Road, Young Harris, 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 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 cured in accordance with O.C.G.A. Section 44-14-162/(a).

Said property will be sold as the property of Mick C. Youngblood 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 pur-chaser as provided in the aforementioned Security Deed. Nationstar Mortgage LLC Attorney in Fact for Mick C. Youngblood McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com
Towns County Herald
Publication Dates: 04-10-2013, 04-17-2013, 04-24-2013. 05-01-2013 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.

NOTICE OF SALE UNDER POWER

RUTILE OF SALE UNDER FOREIGN
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Michael W. Morris to Mortgage Electronic Registration Systems, Inc. as nominee for Lehman Brothers Bank, FSB, its successors and assigns dated March 29, 2007 in the amount of \$774,000.00, and recorded in Deed Book 403, Page 762, Towns County, Georgia Records; as last transferred to Nationstar Mortgage, LLC by assignment; the undersigned, Nationstar Mortgage, LLC pursuant to said deed and the 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 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 with described in said deed to-wit: All that tract or parcel of land lying and being in Land Lot 117 of the 18th District, Sec-

tion 1, Towns County, Georgia, being Tract Three (3) being 0.25 acres, Tract 4 being 0.75 acres, and Lot 8B, being 0.403 acres more or less, as shown on plat of survey prepared by Landtech Services, Inc., James Alexander, RLS #2653, dated June 11, 2005, and last revised July 16, 2005 as recorded in Plat Book 35, Page 54, Towns County, Georgia Records which description on said plat is incorporated herein by reference and made a part hereof.

Subject to all matters as shown on above referenced survey.
Property is conveyed subject to powerline easement to Blue Ridge Mountain EMC. Property is conveyed subject to sewer line easement as shown on plat recorded in Plat Book 14, Page 126, Towns County, Georgia Records.

Property is conveyed subject to that certain easement deed between Harold Bradley

Rouse and Karen Campbell to Anchor Rode

Condominium Homeowners Association, Inc. as recorded in Deed Book 344, Pages 503-504, Towns County, Georgia Records. Property below the 1933 contour line of Lake Chatuge is subject to flowage easement in favor of TVA. Property is conveyed subject to easement reserved to maintain existing boat dock which may encroach upon the Southern boundary line of Tract 4, as reserved in Deed Book 344, Pages 499-500, Towns

County, Georgia Records.

County, Georgia Records.
The property is conveyed subject to that certain covenant running with the land as recorded in Deed Book 344, Pages 499-500, which states that grantee shall not construct a boat dock within 60 feet of the Southern boundary line of Tract 4, as shown on the above referenced plat thereby grant-ing Anchor Rode Condominium Homeowners Association, Inc. no less than a 60 foot navigable waterway to and, from Anchor Rode Condominium Homeowners Associanote condominant nomeowners associa-tion, Inc existing boat dock. which has the property address of 125 Windjammer Drive, Hiawassee, Georgia, together with all fixtures and other per-sonal property 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 deed. Notice has been given of intention to col-

lect 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 Michael W. Morris 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 pur-chaser as provided in the aforementioned Security Deed. Nationstar Mortgage, LLC Attorney in Fact for Michael W. Morris McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald

Publication Dates: 04-10-2013, 04-17-2013, 04-24-2013, 05-01-2013 File No. 08-01291 /CONV/kgrant 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(Apr10,17,24,May1)B **NOTICE OF SALE UNDER POWER** 

Under and by virtue of the power of sale contained in a Deed to Secure Debt given by Ronald D. Schmehr and Sunday Schmehr to AgGeorgia Farm Credit, ACA dated April 15, 2011 and filed and recorded April 18, 2011,

**COUNTY OF TOWNS** 

in Deed Book 493, Pages 329-335, Towns County, Georgia, Superior Court Clerk's Office Deed records conveying the after described property to secure a note with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the Courthouse door in Towns County, Georgia, within the legal hours of sale upon the first Tuesday in May, 2013 (May 7, 2013) and continuing from day to day until sold, the following described property, to-wit: scribed property, u-wit: All that tract or parcel of land lying and being in Land Lots 190, 191, 206 & 207, 17th District, 1st Section of Towns County, Georgia, being Lot 3 of Eagles Chase Sub-division, containing 1.00 acres more or less as shown on plat recorded in Plat Book

The property is conveyed subject to all matters shown on the plat of survey referenced above.
The property is conveyed subject to Declaration of Restrictions, Limitations and Covenants Running With the Land, dated December 13, 2006, filed December 18, 2006,

37, Pages 17-18, Towns County, Georgia

recorded in Deed Book 392, pages 305-310, and Declaration of Restrictions recorded at Deed Book 287, Pages 116-117, Towns County, Georgia records.
Property is conveyed subject to Easement to Blue Ridge Mountain Electric Membership Corporation, dated July 13, 2006, filed July 14, 2006 and recorded in Deed Book 377, Pages 354-358, and BRMEMC ease-

ment recorded at Deed Book 289, Page 146 Towns County, Georgia records.

Property is conveyed with and subject to a perpetual non-exclusive easement of in-gress, egress and utilities over and across the roadways shown on a plat of survey recorded at Plat Book 35, Page 33-34 and over the subdivision roads shown on the plat of survey recorded at Plat Book 37, Pages 17-

18, Towns County, Georgia records. The property is conveyed subject to and together with the terms, conditions, easements, restrictions and covenants con-tained in the Water Service Provision and System Maintenance and Repair Agreement and Easement as recorded at Deed Book 493, Page 42-48, Towns County, Geor-Including any and all structures or improvements thereon.

The debt secured by said Deed to Secure

Debt is evidenced by a Fixed Rate Note dated April 15, 2011, in the original prin-cipal amount of Twenty-Three Thousand Three Hundred Thirty-Seven Dollars and 50 Cents (\$23,337.50) executed by Ronald D. Schmehr and Sunday Schmehr in favor of AgGeorgia Farm Credit, ACA. The debt secured by the Deed to Secure Debt and evidenced by the Fixed Rate Note 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 Fixed Rate Note and Deed to Secure Debt. The debt re-mains in default and this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The property will be sold as the property of Ronald D. Schmehr and Sunday Schmehr.

session of the subject property known as Lot 3, Eagle Chase Subdivision, Young Har-ris, Georgia 30582 are Ronald D. Schmehr and Sunday Schmehr, and or their tenant, or present occupant.
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 inspection of the property, and (c) all mat-ters of record superior to the Deed to Se-

To the best of knowledge and belief of the undersigned, the party (or parties) in pos-

cure Debt first set out above, including, but not limited to assessments, liens, encum-brances, 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) 0.C.G.A. § 9-13-172.1; and (3) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. § 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 foreclosure documents

may not be provided until final confirma-tion and audit of the status of the loan as provided in the preceding paragraph. Ronald D. Schmehr and Sunday Schmehr have been notified in accordance with Georgia Law that attorney's fees will be collected for the default in payment of said Fixed Rate Note, and has been further notiin accordance with O.C.G.A. § 44-14 162 through § 44-14-162.4 that foreclosure proceedings have been instigated against this property by sending a copy of the legal advertisement prior to 30 days before the date of sale, by certified mail to the prop-erty address or such other address as Ronald D. Schmehr and Sunday Schmehr may designate by written notice to the secured creditor. The person who shall have full authority to negotiate, amend, and modify all terms of the Deed to Secure Debt with Ronald D. Schmehr and Sunday Schmehr, together with their telephone number is as follows: AgGeorgia Farm Credit, ACA, 468 Perry Parkway, PO Box 1820, Perry, Georgia 31069-1820: (478) 987-8300. The property will be sold as the property of the makers of said Deed to Secure Debt or

vest such title in the purchaser.

The proceeds of said sale will be used first to the payment of expenses of said sale, including those attorney's fees provided by said Deed to Secure Debt and/or that Note secured thereby; the payment of said Fixed Rate Note, principal and interest; and the balance, if any, will be distributed as provided by law. This is an attempt to collect a debt; ANY INFORMATION OBTAINED WILL BE

their assigns, in bar of all equity or redemption, and will divest all of the right, title and

interest of the makers thereof, or their assigns, in and to said property, and shall in-

LISED FOR THAT PURPOSE AgGeorgia Farm Credit, ACA
Attorney in Fact for Ronald D. Schmehr and Sunday Schmehr
Acting Pursuant To Powers
Contained In Said Deed To Secure Debt **Rv: R. Shane Lazenby** FÓRRESTER & BRIM Gainesville, Georgia 30503

STATE OF GEORGIA NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from ROBERT J. CRAIG. JR. and ALLEEN CRAIG to UNITED COMMUNITY BANK, dated July 23, 2003, recorded July 23, 2003, in Deed Book 279, Page 100, Towns County, Georgia records, as last modified by Modification of Security Deed dated April 17, 2008, recorded in Deed Book 431, Page 520, Towns County, Georgia records; also that certain Assignment of Rents dated July 23, 2003, recorded in Deed Book 279, Page 112, Towns County, Georgia records, said Security Deed being given to secure a Note from R & A INVESTMENTS, INC., ROBERT J. CRAIG, JR. AND ALLEEN E CRAIG dated April 17, 2008, in the original principal amount of Two Hundred Eight Thousand and 00/100 (\$208,000.00) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns

All that tract or parcel of land lying and being in the 18th District, 1st Section, Towns County, Georgia, containing 0.51 acre, and being more particularly described as Tract 1, as shown on a plat of survey entitled "Survey for Dale Thurman", prepared by Tamrok Engineering, Inc., Tommy J. Phillips, RLS, dated 7/4/91, and recorded in Plat Book 15, Page 187 of the Towns County records, said plat being incorporated herein by reference.

following described property:

Also conveyed herein is all of the Grantors right, title and interest to that land lying between the centerline of State Highway 75 and the southern line of the above described tract, subject to the highway right of way; and a 20 foot wide right of way for ingress and egress to and from the above described property to State Highway 75, over, above and across the 20 foot wide right of way adjoining the Eastern line of the aforedescribed tract as shown on said plat of survey, and which is known as Thur-

man Drive.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default this sale will be debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments,

liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is ROBERT J. CRAIG, JR. and ALLEEN CRAIG or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ROBERT J. CRAIG, JR. and ALLEEN CRAIG L. Lou Allen

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03475

GEORGIA, TOWNS COUNTY

**NOTICE OF SALE UNDER POWER** 

T(Apr10,17,24,May1)B

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Thomas DiCanio and Marie Moceri to Mortgage Electronic Registration Systems, Inc. as nominee for United Com-munity Mortgage Services, Inc., its successors and assigns dated February 9, 2007 in the amount of \$392,000.00, and recorded in Deed Book 396, Page 633, Towns County, Georgia Records; as last transferred to PNC Bank, National Association by assignment; the undersigned, PNC Bank, National Association pursuant to said deed and the 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 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 All that tract or parcel of land lying and being in Land Lots 99 and 100, 18th District,

1st Section, Towns County, Georgia and being Lot 1, containing 1.500 acres, Hightower Ridge Subdivision, as per plat of survey by Landtech Services, Inc. James L. Alexander, GA RLS dated 09/30/03 as recorded in Plat Book 36, Page 86, Towns County, Georgia Records which plat is by reference incor-porated herein and made a part hereof. The property is subject to a Fifty- foot Right of Way of High Country Way as shown on plat of survey. The property is subject to the Twelve-foot easement of Parks Road as shown on plat of survey. The property is subject to the easement in favor of Blue Ridge Mountain EMC as re-

County, Georgia Records.

The property is subject to the water reservoir as described in a conveyance deed recorded in Deed Book 139, Pages 789-793, Towns County, Georgia Records. The property is subject to the Restrictions and Covenants as pertains to Hightower Ridge Subdivision as recorded in Deed

corded in Deed Book 297, Page 367, Towns

Book 319, Pages 789-793, Towns County, Georgia Records. The property is subject to the portion of the entrance sign and stone fence located on said Lot 1. Grantor retains an easement for the portion of the entrance sign and stone fence located on said Lot 1. The Grantor grants to Grantee a non-per-petual easement for ingress and egress to the above described property along the subdivision roads running from Upper Hightower Road as shown on said plat.

which has the property address of 201 High Country Way, Hiawassee, Georgia., together with all fixtures and other personal propwith an intures 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 colo is not exhibited. 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 col-lect 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-cured in accordance with O.C.G.A. Section 44-14-162.2(a). Said property will be sold as the property of Thomas DiCanio and Marie Moceri and the proceeds of said sale will be applied to the augment of said indebtdeness the evenese 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

Attorney in Fact for Thomas DiCanio and Marie Moceri McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com
Towns County Herald
Publication Dates: 04-10-2013, 04-17-2013, 04-24-2013, 05-01-2013 File No. 13-01605 /CONV/Iseymore THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL

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 DAVID J. WALLS to the Bank of Hiawassee, being dated September 3, 1997, recorded in Deed Book 159 Pages 460-466 as last modified in Deed Book 518, pages 149-151, Towns County Georgia records,

last assigned to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records; Citizens South

BE USED FOR THAT PURPOSE.

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 650-655 Towns County, Georgia records, said Deed to Secure Debt, as modified, securing a note dated September 3, 1997 from Da-vid J. Walls to Bank of Hiawassee, in the original principal amount of \$38,832.10, with interest thereon as set forth therein, and all renewals, extensions, and modifications of the Note, said note having last been renewed on August 7, 2012 in the principal amount of \$20,601.86 which debt is secured by the aforementioned Deed to Secure Debt, as modified, 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 May, 2013, the

County Surveyor, dated 9/30/82 and re-corded in Plat Book 7, Page 137, Towns County records and more particularly described as follows:
BEGINNING at an iron pin on the right of
way of GA Highway 17-75, being South
10,032 feet from the junction of U.S. Highway 76 and GA Highway 17-75, run thence
along said GA Highway 17-75, N 15 21 W 202.90 feet to an iron pin; thence leaving said Highway N 89 34 E 298 feet to an iron pin; thence S 5 W 102 feet to an iron pin; thence S 76 W 250 feet to the point of beginning. Being part of Lot 35 of the Ridges Subdivi-

following described property:
"All that tract or parcel of land lying and being in the 1st Section, 18th District and

part of Land Lot 234, Towns County, Georgia, containing 1.0 acre, more or less, as shown on a plat of survey by B. Gregory,

pertaining to The Ridges Subdivision as recorded in Deed Book W-1 Page 219-220 Said property is located at 2165 Bill Brown Cove, Hiawassee, GA 30546." The debt secured by said Deed to Secure Debt, as modified, has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the

manner provided in the note and Deed to

Subject to the restrictions as of record

Secure Debt, as modified. The debt remaining in default, this sale will be made for the purpose of paying the same and all ex-penses of this sale, as provided in the Deed to Secure Debt, as modified, and by law, including 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, as modified, 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 se-cured creditor is not required to negotiate, amend, or modify the terms of the mort-

gage instrument.
Said property will be sold as the property of David J. Walls.

To the best knowledge and belief of the undersigned, the party in possession of the property is Rex W. Walls, as Administrator of the Estate of David J. Walls, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine lease or tenancy may have additional rights purtenancy 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 David J. Walls. 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 WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Lounell Barrett aka Lounell Barrett Mull to Bank of Hiawassee, dated August 25, 2005, and recorded in Deed Book 346, Page 79, in the offices of the Clerk of the Superior Court of Towns County, Geor-gia; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 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, dur-

Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in May, 2013, the following described real property, to wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 55, 17TH DISTRICT, 15T SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 1.25 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY B. GREGORY, COUNTY SURVEYOR. DATED MARCH 1984. RE-County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the SURVEYOR, DATED MARCH 1984, RE-CORDED IN PLAT BOOK 9, PAGE 28, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFER-ENCE AND MADE A PART HEREOF FOR A MORE COMPLETE DESCRIPTION OF THE AROUS PROPERTY ABOVE PROPERTY. KNOWN AS: 1687 FOGGY BOTTOM ROAD, AKA 1687 HWY 76, HIAWASSEE, GA 30546 The debt secured by the Security Deed is evidenced by a Note, dated August 25, 2005, from Lounell Barrett to Bank of Hia-

wassee in the original principal amount of \$176,885.00, as assigned to Citizens South Bank; as the same has been reduced to a Judgment as evidenced by that certain Default Judgment entered February 7, 2013 in Civil Action File No. 12-CO-220-MM, in the Superior Court of Towns County, State of Georgia (the Note as reduced to the Judgment is hereinafter referred to as the "Note"); plus interest from date on the un-paid balance until paid, and other indebt-Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the

failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according The above-described real property will be sold to the highest and best bidder for cash as the property of Lounell Barrett aka Lounell Barrett Mull, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible

Service, if any; and all prior assessments, easements, restrictions or matters of re-To the best of the undersigned's knowledge and belief, the real property is presently owned by Lounell Barrett aka Lounell Barrett Mull.

To the best of the undersigned's knowledge and belief, the party in possession of the real property is Lounell Barrett aka Lounell Barrett Mull, and tenants holding Park Sterling Bank, successor by merger to Citizens South Bank, successor in inter-

redemptive rights of the Internal Revenue

est to Bank of Hiawassee, as Attorney-in-Fact for Lounell Barrett aka Lounell Barrett M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek

3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Apr10,17,24,May1)B **NOTICE OF SALE UNDER POWER** 

IN SECURITY DEED COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Lounell Barrett to Bank of Hiawassee,

dated September 22, 2006, and recorded in Deed Book 387, Page 363, in the offices of the Clerk of the Superior Court of Towns County, Georgia, as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 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 May, 2013, the follow-ing described real property, to wit: ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 55, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 1.25 ACRES, MORE OR LESS AS SHOWN ON A DIATOR

MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY DONE BY B. GREGORY, COUNTY SURVEYOR, DATED MARCH 1984 RECORDED IN PLAT BOOK 9, PAGE 28, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING IN-CORPORATED HEREIN BY REFERENCE. KNOWN AS: 1687 HWY 76, AKA 1687 FOGGY BOTTOM ROAD, HIAWASSEE, GA 30546
The debt secured by the Security Deed is evidenced by a Home Equity Line of Credit, dated September 22, 2006, from Lounell Barrett to Bank of Hiawassee in the original principal amount of \$40,000.00, as as signed to Citizens South Bank; as the same has been reduced to a Judgment as evidenced by that certain Default Judgment entered February 7, 2013 in Civil Action File No. 12-CO-220-MM, in the Superior Court of Towns County, State of Georgia (the Note as reduced to the Judgment is hereinafter referred to as the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms. The above-described real property will be sold to the highest and best bidder for cash

as the property of Lounell Barrett, the pro-ceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: Real Estate Deed to Secure Debt from Lounell Barrett aka Lounell Barrett Mull to Bank of Hiawas-see, dated August 25, 2005, and recorded in Deed Book 346, Page 79, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486. Page 790, aforesaid records; all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record. matters of record.

To the best of the undersigned's knowledge
and belief, the real property is presently
owned by Lounell Barrett.

To the best of the undersigned's knowledge
and belief, the party in possession of the

real property is Lounell Barrett, and tenants holding under her. Park Sterling Bank, successor by merger to Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Lounell Barrett. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005