Towns County Herald

Legal Notices for May 8, 2013

NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Mary Lou Reich

All creditors of the estate of Mary Lou Re-ich, 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 12th day of April, 2013. William K. Mercer, Jr., Attorney at Law, Person Representative PO Box 310 Hiawassee, GA 30546 706-896-2241

NOTICE TO CREDITORS AND DEBTORS

STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Donald G. Chesebro All creditors of the estate of Donald G. Chesebro, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make imme-diate payment to the undersigned. This 17th day of April, 2013. Ruthanne A. Chesebro Person Representative 4222 Ridgecrest Trail Hiawassee, GA 30546

Gayle Gaziamo, Attorney for Estate PO Box 767 Hiawassee, GA 30546 T(Apr24, May1, 8, 15) 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 Ledford, deceased of Towns County, Hiawas-see, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immedi-ate 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.Mav1.8)B NOTICE OF TRADE NAME REGISTRATION Notice is hereby given that the business operated at 840 North Main Street, Hiawassee, Georgia, with a mailing address of PO Box 773, Hiawassee, GA 30546, in the name

of Southland Pawn & Jewelry, is owned and carried on by Hollow Tree Antiques & Collectibles, Inc. with a physical address of 2324 Fodder Creek Road, Hiawassee, Georgia, and a mailing address of PO Box 773, Hiawassee, GA 30546, and that the Registration Statement relating thereto as required by O.C.G.A. § 10-1-490 has been filed with the Clerk of the Superior Court of Towns County, Georgia. Hollow Tree Antiques & Collectibles, Inc. By: Betty U. Franks, CEO/Sec.

A petition has been filed in the Superior Court of Union County, Georgia on the 3rd day of May, 2013, praying for a change in her name from Sandra Marie Kidd to Sandy Marie Kidd. Notice is hereby given pursu-ant to law to any interested party to appear

IN THE SUPERIOR COURT

In Re: Sandra Marie Kidd

Civil Action No.: 13-CV-204-SG Order for Notice of Petition to Change

OF UNION COUNTY

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 3rd day of May, 2013 Judy Odom, Clerk Union County Superior Court Enotah Judicial Circuit NOTICE OF PETITION TO CHANGE NAME

State of Georgia

County of Towns Notice is hereby given that Verna Pearl Brinner Roberts, the undersigned, filed

her petition to the Superior Court of Towns ner pertion to the Superior Court of lowns County, Georgia on the 23rd day of April 2013, praying for a change of her name to Jean Briner Roberts. Notice is hereby given pursuant to law to any interested or af-fected party to appear in said Court and to file objections to such. Objections must be filed with said Court within 30 days of the filing of said petition. This 23rd day of April, 2013 Verna Pearl Brinner Roberts

NOTICE OF PETITION TO CHANGE NAME TOWNS COUNTY

Notice is hereby given that Hermon Eller, the undersigned petitioner, has filed a petition to the Superior Court of Towns County, Georgia on April 29, 2013, praying for a change in the name of petitioner from Hermon Eller to Hermon Emerson Eller, Notice is hereby given pursuant to law to any in-terested or affected party to appear in said Court and to file objections to such name

Court within 30 days of the filing of said

petition. This April 29, 2013 Hermon Eller, Petitioner 6820 Upper Hightower Road Hiawassee, GA 30546 T(Mav8.15.22.29)B IN THE JUVENILE COURT OF TOWNS COUNTY

STATE OF GEORGIA SHEILA SWEATMAN DOB: 05/10/2011 A CHILD UNDER EIGHTEEN YEARS OF AGE Case no.: 139-12J-23A NOTICE OF DEPRIVATION HEARING TO: JAMES SWEATMAN, legal father of the

ahove-named child

By Order for Service by Publication dated the 18th day of April, 2013, you are hereby notified that on the 14th day of March, 2013, the Towns County Department of Family and Children Services, Georgia Department of Human Services, filed a Petition for Termination of Parental Rights

against you as to the above-named child alleging that the child is deprived and that your parental rights to the child should be terminated. 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 Termina-tion of Parental Rights against you on the 25th day of June, 2013, at 9:30 a.m. at the Union County Courthouse, Towns, 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 withou 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 18th day of Judge of sa April, 2013.

Judge Gerald W. Bruce Towns County Juvenile Court Enotah Judicial Circuit

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

8, 2013. TO: Sandra Alice Sleeth, Gary Wayne Sleeth and Steven G. Sleeth, All interested parties

service was granted by this court on April

and all and singular the heirs of said decedent, 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 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 nay 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 NOTICE GEORGIA, TOWNS COUNTY PROBATE

In Re: Estate of Ola L. Ledford, Deceased Estate No. 2013-27
Petition For Letters of Administration TO: Any heir whose current address is un-known and any interest parties known and unknown

Rodney Jacilyn Hesting has petitioned to be appointed Administrator(s) of the es tate of Ola L. Ledford, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing setting forth the

tion must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before May 29, 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 706-896-3467 T(May8.15.22.29)B GEORGIA, TOWNS COUNTY PROBATE COURT

In Re: Estate of Claude Raymond Nicholson, Estate No. 2013-28 Petition For Letters of Administration TO: Any heir whose current address is unknown and any interest parties known and Rodney Darrell Nicholson has petitioned to

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 29, 2013. All pleadings/objections must be

be appointed Administrator(s) of the estate of Claude Raymond Nicholson, deceased, of said County. (The petitioner has also

isigned 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 for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted with-out a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467

GEORGIA, TOWNS COUNTY PROBATE In Re: Estate of Lucy Maria Brana, De-

NOTICE

Estate No. 2013-18 Petition For Letters of Administration 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 netting must granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before 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

T(Apr17,24,May1,8)B NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

USED FOR THAT PURPOSE.

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

Under and by virtue of the Power of Sale contained in a Security Deed given by James Melvin McCarter, Jr. and Tonya Cheri McCarter to Mortgage Electronic Registra-tion Systems, Inc., dated August 23, 2007, recorded in Deed Book 414, Page 471, Towns County, Georgia Records, as last transferred to U.S. Bank Trust National transferred to U.S. Balik frust National Association, not in its individual capac-ity but solely as trustee for MountainView Mortgage II AIV, Trust A by assignment re-corded in Deed Book 531, Page 216, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED TEN THOUSAND AND 0/100 DOLLARS (\$210,000.00), 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, or at such place as may be lawful-ly designated as an alternative, within the legal hours of sale on the first Tuesday in June, 2013, the following described proper-ty: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). 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 inspec-tion of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. U.S. Bank Trust National Association, not in its individual capacity but solely as trustee for MountainView Mortgage II AIV, Trust A is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: RoundPoint Mortgage Servicing Corporation, 5032 Parkway Plaza Boulevard, Suite 200, Charlotte, NC 28217, 704-426-8850. To the best knowledge and belief of the undersigned, the party in possession of the property is James M. McCarter, Jr. and Tonya C. McCarter or a tenant or tenants and said property is more commonly known as 578 property is more commonly known as 578 Hogsed Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed ILS Bank Trust National Association not in its individual capacity but solely as trustee for MountainView Mortgage II AIV, Trust A as Attorney in Fact for James Mel-vin McCarter, Jr. and Tonya Cheri McCarter McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.fore-closurehotline.net MR/pvm 6/4/13 Our file no. 5887912-FT8 EXHIBIT "A" All that tract no. 5887912-F18 EXHIBIT "A? All that tract or parcel of land lying and being in Land Lot 35, 18th District, 1st Section, Towns County, Georgia, being shown as Tract Two (2) containing 2.030 acres on a plat of survey prepared by Northstar Surveying & Mapping, Inc., W. Gary Kendall, R.L.S. #2788, dated 09/28/06 as recorded in Plat Book 36, Page 162 Towns County Records, which description on said plat is incorporated herein by reference and made a part rated herein by reference and made a part hereof. The property is conveyed subject to the road easement as shown on the above

By virtue of a Power of Sale contained in that certain Security Deed from JAMES A.

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

referenced plat. The property is conveyed subject to the Right of Way Deed as record-ed in Deed Book 69, Page 266 Towns County

records. Subject to any easements, restric-tions and rights of way of record. MR/pvm 6/4/13 Our file no. 5887912 - FT8

that certain Security Deed from James A. Wages Sr. And Sandra Fay Wages to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE BANK, FSB, dated May 30, 2008, recorded June 11, 2008, in Deed Book 435, Page 467-473, Towns County, Georgia Peccycles and Security Deed Book 435, Page 467-473, 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 Seventeen Thousand One Hundred Eight and 00/100 dollars (\$217,108.00), with interest thereon as provided for therein, said Security Deed having been last sold, as-signed and transferred to BANK OF AMERI-CA, N.A., secured creditor, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in June, 2013, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND #15 IN THE 17TH ING AND BEING IN LAND #15 IN THE 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOT 17 OF THE EDGAR ALLISON SUBDIVISION, CONTAINING 0.37 ACRE, MORE OR LESS, AS PER A PLAT OF SURVEY PREPARED BY B. GREGORY, COUNTY SURVEYOR, DATED APRIL 1978, SAID PLAT BEING RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE IN PLAT BOOK 5, PAGE 164, TOWNS COUNTY RECORDS. REFERENCE THERETO BEING

RECORDS, REFERENCE THERETO BEING HEREMADE FOR A FULL AND COMPLETE DESCRIPTION HEREIN. ADDRESS: 2499 LEI-SURE LANE: YOUNG HARRIS, GA 30582 TAX MAP OR PARCEL ID NO: 0018B-042 Said legal description being controlling, however the property is more commonly as 2499 LEISURE LN, YOUNG HAR-RIS. GA 30582. 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 indebtedness as and when due. The indebtedness

remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" 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 a property; all zoning ordinances; assessments; 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 JAMES A. WAGES SR. AND SANDRA FAY WAGES, ES-TATE AND/OR HEIRS-AT-LAW OF JAMES A

WAGES, 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

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Tele-phone Number: 800-720-3758 for and on

behalf of the secured creditor. BANK OF AMERICA, N.A. as Attorney in Fact for JAMES A. WAGES SR. AND SANDRA FAY THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Cor-

ners. GA 30092 Telephone Number: (877) 813-0992 Case No. BAC-12-05071-0008 Ad Run Dates 05/08/2013, 05/15/2013, 05/22/2013, 05/29/2013 www.rubinlublin.com/property-listings.

GEORGIA, TOWNS COUNTY
By virtue of the power of sale contained in a Security Deed from Brenda C. McCammack to Mortgage Electronic Registration Systems Inc., as nominee for SouthStar Funding, its successors and assigns dated September 14, 2006 recorded in Deed Book 384, Page 421-439 , Towns County Records, and last assigned to Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A. as Trustee for Structured Asset Mortgage Investments II Trust 2007-AR1, Mortgage Pass-Through Certificates Series 2007-AR1, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED FIF-TY AND 00/100 (\$266,450.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bid-der for cash, before the Courthouse door of Towns County, Georgia, during the legal hours of sale on the first Tuesday, June 4, 2013 the following described property, to

ALL THAT TRACT OR LAND LYING AND BEING IN LAND LOT 47, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAIN-IION, IOWNS COUNTY, GEURGIA, CONTAIN-ING 1.528 ACRES AND LOT TWENTY-ONE (21) OF CHATUGE HEIGHTS SUBDIVISION, PHASE II AS SHOWN ON A PLAT OF SUR-BEY BY TAMPOK ASSOCIATED, INC., DATED JUNE 9, 1999 RECORDED IN PLAT BOOK 25, PAGE 97, TOWNS COUTNY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. THE PROPERTY IS CONVEYED SUBJECT TO RESTRICTIONS OF RECORD AS PERTAINS TO

CHATUGE SUBDIVISION AS RECORDED IN TOWNS COUNTY RECORDS.
THE PROPERTY IS CONVEYED SUBJECT
TO THE TWENTY (20) FOOT EASEMENT AS
SHOWN ON SAID PLAT. The Debt secured by said Security Deed

has been and is hereby declared due be-cause of nonpayment of the indebtedness when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, the sale will be made for the purpose of paying the same and all expenses of sale, as provided in the 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, any as-

sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security To the best knowledge and belief of the undersigned, the party in possession of the property Brenda C. McCammack or, a tenant or tenants, and said property was or is commonly known as 1251 Harris Ridge, Young Harris, GA 30582.
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. Wilmington Trust, National Association as Successor Trustee to Citibank, N.A. as Trustee for Structured Asset Mortgage Investments II Trust 2007-AR1, Mortgage Pass-Through Certificates Series 2007-

As Attorney in Fact for Brenda C. McCammack Martin & Brunavs 2800 North Druid Hills Rd. Building B, Suite 100 Atlanta, GA 30329 (404) 982-0088 M&B File No.: 13-17841 Publication Dates: May 9, 16, 23, 30, 2013 This law firm is acting as a debt col-lector, attempting to collect a debt. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(May8,15,22,29)B

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

LISED FOR THAT PURPOSE Under and by virtue of the Power of Sale contained in that certain Deed to Secure Debt (the "Security Deed"), from RMT PROPERTIES, LLC to JASPER BANKING COMPANY, dated May 19, 2006, recorded at Deed Book 372, Page 684, Towns County, Georgia Records, as assigned by that As-signment of Deed to Secure Debt from FED-ERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR JASPER BANKING COM-PANY, JASPER, GEORGIA to STEARNS BANK, N.A., conveying the after-described proper-ty to secure a Note in the original principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in June, 2013 the following: Phase II: All that tract or parcel of land ly ing and being in Land Lots 55 and 56, 17th District, 1st Section of Towns County, Geor-

gia, consisting of 14.826 acres and being designated as Shallow Creek at Hiawassee, Phase II, having Homesites 36-81 as shown on Plat of Survey for Shallow Creek at Hia-wassee, Phase II. Said plat, dated August 25, 2005 by James L. Alexander, Georgia Registered Land Surveyor No. 2653 is re-corded in Plat Book 36, Pages 7-8, Towns County, Georgia Records, with reference made thereto for the purpose of incorporating the same. Phase III: All that tract or parcel of land lying and being in Land Lots 55 and 56, 17th District, 1st Section of Towns County, Georgia, consisting of 12.543 acres and being designated as Shallow Creek at Hiawas-see, Phase III, having Homesites 1-35 as shown on Plat of Survey for Shallow Creek at Hiawassee, Phase III. Said plat, dated December 22, 2005 by James L. Alexan-

The above described property is made subnie above described property is made subject to the Declaration of Covenants and Restrictions for The Meadows at Shallow Creek dated May 19, 2006 as recorded in Deed Book 372, Pages 645-679, Towns County, Georgia Records. The above described property is a portion of the same property which was conveyed by Warranty Deed dated February 15, 2002 from Linda L. Garrett, Jeffrey B. Garrett and

der, Georgia Registered Land Surveyor No. 2653 is recorded in Plat Book 36, Pages

9-10, Towns County, Georgia Records, with

reference made thereto for the purpose of

Patrick L. Garrett to Honeyside Partners, LLC as recorded in Deed Book 236, Page 735, Towns County, Georgia Records. LESS AND EXCEPT FROM PHASE II AND PHASE III OF THE ABOVE DESCRIBED PROP-All that tract or parcel of land lying and being in Land Lots 55, 17th District, 1st Section of Towns County, Georgia, and being designated as Lots 71 and 72 of Shallow Creek at Hiawassee as shown on Plat of Survey for Shallow Creek at Hiawassee, Phase II. Said plat, dated September 19, 2005, prepared by James L. Alexander, Georgia Registered Land Surveyor No. 2653 is recorded in Plat Book 36, Pages 9-10, Towns County, Georgia Records, with reference made thereto

for the purpose of incorporating the same. LESS AND EXCEPT FROM PHASE II AND

PHASE III OF THE ABOVE DESCRIBED PROP-

All that tract or parcel of land lying and being in Land Lots 55, 17th District, 1st Section of Towns County, Georgia, and being designated as Lots 3, 7, 28 and 29 of The Meadows at Shallow Creek as shown on Plat of Survey for Shallow Creek at Hiawassee, Phase III. Said plat, dated December 18, 2006, prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042 is recorded in Plat Book 36, Pages 242-243, Towns County, Georgia Records, with reference made thereto for the purpose of incorporating the same. TOGETHER WITH ALL PERSONAL PROP-ERTY INCLUDING, BUT NOT LIMITED TO, ALL RIGHTS, EASEMENTS, APPURTENANCES, ROYALTIES, MINERAL RIGHTS, STRUCTURES AND FIXTURES AS MORE PARTICULARLY

DESCRIBED IN THE ABOVE REFERENCED SECURITY DEED. 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 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, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-

ord superior to the Security Deed first set Pursuant to O.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above-described Security Deed is as follows: Stearns Bank, N.A. 100 Mark Whitfield Street

Jasper, Georgia 30143

STEARNS BANK, N.A.

as Attorney in Fact for RMT PROPERTIES, LLC

amend or modify the terms of the Security Deed described herein. To the best knowledge and belief of the undersigned, the party in possession of the property is RMT PROPERTIES, LLC, or tenant or tenants. 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

Telephone Number: (706) 253-7070
The foregoing notwithstanding, Stearns
Bank, N.A. is not required to negotiate,

CAROL V. CLARK CAROL CLARK LAW 6075 Lake Forrest Drive, Suite 200 Atlanta, GA 30328 (404)250-3300 (Telephone) (404)250-3306 (Facsimile) T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Jeffrey Blaine Garrett to Bank of Hiawassee, dated February 20, 2008, and recorded in Deed Book 430, Page 69, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification Agreement Memoran-dum dated August 5, 2011 and recorded in Deed Book 499, Page 158, aforesaid re-cords; 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, collec-tively the "Security Deed"), and pursuant to that certain Consent Order dated en-tered April 15, 2013 in Chapter 7 Case No. 13-20655-reb, United States Bankruptcy Court, Northern District of Georgia, Gaines-ville, Division; 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 June,

AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 226, TOWNS COUNTY, GEORGIA, BEING KNOWN AS LOT 1 OF SCENIC VIEWS SUBDIVISION, CONTAINING , 1.331 ACRES AS SHOWN ON A PLAT OF SURVEY ENTITLED "FINAL PLAT FOR SCENIC VIEWS BY LANDTECH SERVICES, DATED FEBRU-ARY 14, 2003, AS RECORDED IN PLAT BOOK 35, PAGES 233-234, IN THE OFFICE OF THE CLERK, SUPERIOR COURT, TOWNS COUNTY GEORGIA, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN. ALSO CONVEYED IS AN EASEMENT FOR IN-

2013, the following described real property,

GRESS, EGRESS AND UTILITIES OVER THE SUBDIVISION ROADS AS SHOWN ON THE AOBVE REFERENCED PLAT OF SURVEY. KNOWN AS 3704 SCENIC VIEWS ROAD N/K/A 56 SCENIC VIEW DRIVE, HIAWASSEE, The debt secured by the Security Deed is evidenced by a Note and Consumer Secu-

rity Agreement, dated February 20, 2008, from Jeffrey Blaine Garrett to Bank of Hia-wassee in the original principal amount of

\$342,902.46; as last modified by that cer-tain Modification Agreement dated August 5, 2011 increasing the principal amount to

3,507 History and the work of 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 Jeffrey Blaine Garrett, 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 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 Jeffrey Blaine Garrett. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Jeffrey Blaine Garrett, 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 Jeffrey Blaine Garrett. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by David J. Harris and Kelly Wynn Harris aka Kelly A. Harris to JPMorgan Chase Bank, N.A, dated April 28, 2010, recorded in Deed Book 473, Page 444, Towns County, Georgia Records, s last transferred to Chase Home Finance LLC by assignment recorded in Deed Book 485, Page 159, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY AND 0/100 DOLLARS (\$167,280.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in June, 2013, the following described property: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 90 and 91 of Towns County, Georgia, being designated as Lot Three (3), The Woodlands Subdivision, containing 1.01 acres, more or less, as shown on a plat of survey by Landtech Services, Inc., dated January 8, 2007, recorded in Plat Book 38, Pages 251-253, Towns County, Georgia records, which description on said plat is incorporated bergin by reference and made a part rated herein by reference and made a part hereof. Subject to the road easements as shown on said plat. Subject to the set-back lines as shown on said plat. Subject to restrictive covenants as recorded in Deed Book 458, Page 331, Towns County, Georgia records. Subject to all matters appearing on the above referenced plat of survey. Also herewith is a non-exclusive perpetual easement for ingress, egress and utilities along Red Bud Lane as shown on the above referenced plat of survey. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Chase Home Finance, LLC. JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has

the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the narty in prosession of the property is the party in possession of the property is David J. Harris and Kelly Wynn Harris aka Kelly A. Harris or a tenant or tenants and said property is more commonly known as 223 Red Bud Lane, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, N.A successor by merger Chase Home Finance LLC as Attorney in Fact for David J. Harris and Kelly Wynn Harris aka Kelly A. Harris Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/rat 6/4/13 Our file no. 1624210-FT20

STATE OF GEORGIA

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from THOMAS WENDALL JENKINS and DAVID SCOTT
BROWN to TOWNS COUNTY BANK N/K/A
UNITED COMMUNITY BANK, dated June 12,
2001, recorded July 6, 2001, in Deed Book
222, Page 344, Towns County, Georgia records. as last modified by Modification of cords, as last modified by Modification of Security Deed dated March 27, 2012, re-corded in Deed Book 512, Page 247, Towns County, Georgia records, said Security Deed being given to secure a Note from BRASS-TOWN DENTAL ARTS, INC. dated March 27, 2012, in the original principal amount of One Hundred One Thousand Nine Hundred Fifty Three and 42/100 (\$101,953.42) 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 paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in June, 2013, the following described property:
All that tract or parcel of land lying and being in the 1st Section District 17, Land Lot 133, Towns County, Georgia, containing 1.0 acre, more or less, and being more particularly described as follows:

larly described as follows: To find the True Point of Beginning start at the intersection of Thomas Town Road

and Double Knob Branch; run thence in an easterly direction with Thomas Town Road 352.0 feet to an iron pin; said iron pin being the true point of beginning; running thence with the southwestern right of way of Thomas Town Road South 47 degrees 00 minutes East 102.0 feet South 42 degrees 00 minutes East 100.0 feet South 39 degrees 00 minutes East 96 feet; thence leaving the road south 44 degrees 01 min-utes West 318.6 feet to an iron pin; running thence North 02 degrees 30 minutes East 448.0 feet to the True Point of Beginning. Said property being a portion of that property shown on a plat of survey by Bruce Hunt dated September 1981 which is re-corded in Plat Book 10, Page 128, in the Office of the Clerk of the Superior Court of Towns County, Georgia.
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 pro-

vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and

matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is THOMAS WENDALL JENKINS and DAVID SCOTT BROWN or a tenant or TOWNS COUNTY BANK N/K/A UNITED COM-

TOWNS COUNTY BANK N/K/A UNITED COM-MUNITY BANK, as attorney in Fact for THOMAS WENDALL JENKINS and DAVID SCOTT BROWN L. LOU Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03171

T(May8,15,22,29)B

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

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-

USED FOR IMAI PURPUSE.
Under and by virtue of the Power of Sale
contained in a Security Deed given by
Robert R Taylor and Jackilee T. Taylor to
Mortgage Electronic Registration Systems,
Inc. as nominee for SunTrust Mortgage, Inc. its successors and assigns, dated February 12, 2009, recorded in Deed Book 449, Page 24, Towns County, Georgia Records, as last transferred to Federal National Mortgage Association by assignment recorded in Deed Book 519, Page 726, Towns County, Georgia Records, conveying the County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED EIGHT THOUSAND SIX HUNDRED AND 0/100 DOLLARS (\$208,600.00), with interest thereon as set forth therein, there will be sold at public outcry to the high-est bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in June, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other 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 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 mat-ters 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 Se-curity Deed first set out above. Federal Na-tional Mortgage Association 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: Seterus, Inc., 14523 S.W. Millikan Way Suite 200, Beaverton, OR 97005, 888-917-3094. To the best knowledge and belief of the undersigned, the party in possession of the property is Robert R Taylor and Jackilee T. Taylor or a tenant or tenants and said property is more commonly known as 773 Crooked Creek Connect, Young Harris, Georgia 30582. 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. Federal National Mortgage Associa-tion as Attorney in Fact for Robert R Taylor and Jackilee T. Taylor McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sp6 6/4/13 Our file no. 5816312-FT8 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 63, District 17, Section 1, Towns County, Georgia records, containing 0.85 acre, more or less, and being Lot "A" of Pine Crest Subdivision, Phase II, as shown on a plat of survey by Tamrok Engineering, Inc., dated 6/4/88, recorded in Plat Book 11 Page 138, Towns County, Georgia records which description on said plat is incorpo rated herein by reference and made a part hereof. The property is conveyed subject to the road right of way as shown on said plat. The property is conveyed subject to the re-strictions of record in Deed Book 94, Pages 179-180, Towns County, Georgia records MR/sp6 6/4/13 Our file no. 5816312 - FT8

M MILLER to Bank of America, N.A., dated September 21, 2007 and filed for record September 28, 2007 in Deed Book 417, Page 156, Towns County, Georgia records, and securing a Note in the original principal amount of \$62,054.00; there will be sold at

NOTICE OF SALE UNDER POWER

By virtue of the power of sale contained in a Deed to Secure Debt by MERCEDES

a public outcry for cash to the highest bid-der before the Courthouse door of Towns County, Georgia, between the legal hours of sale on the first Tuesday in June, 2013, by Bank of America, N.A. as Attorney-in-Fact for MERCEDES M MILLER the following property to-wit: (Attached to and made part of Security Deed from Mercedes M. Miller to Bank of ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 55, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA AND BEING DESIGNATED AS LOT 7 OF THE MEADOWS AT SHALLOW CREEK AS SHOWN

MIRADUMS AI SURVEY FOR SHALLOW CREEK AS JOHUNN ON PLAT OF SURVEY FOR SHALLOW CREEK AT HIAWASSEE, PHASE III. SAID PLAT, DAT-ED DECEMBER 18, 2006, PREPARED BY WIL-LIAM F. ROLADER, GEORGIA REGISTERED LAND SURVEYOR NO. 2042, IS RECORDED IN PLAT BOOK 36, PAGES 242-243, TOWNS COUNTY CEORGIA PECADORS WITH DEEED COUNTY, GEORGIA RECORDS, WITH REFER-ENCE MADE THERETO FOR THE PURPOSE OF INCORPORATING THE SAME. CONVEYANCE OF THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO THE DECLARA-TION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS AT SHALLOW CREEK, DATED MAY 2006, AS RECORDED IN DEED BOOK 372, PAGES 645-679, TOWNS COUNTY, GEORGIA RECORDS. THE ABOVE DESCRIBED PROPERTY IS A POR-TION OF THE SAME WHICH WAS CONVEYED BY WARRANTY DEED DATED FEBRUARY 15, 2002 FROM LINDA L. GARRETT (A/K/A LINDA SUE GARRETT), JEFFREY B. GARRETT, AND PATRICK L. GARRETT (A/K/A PAT GAR-

RETT) TO HONEYSIDE PARTNERS, LLC, AS RECORDED IN DEED BOOK 236, PAGE 735, TOWNS COUNTY, GEORGIA RECORDS. The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees, if applicable. The property will be sold as the property of the aforesaid grantor subject to the following: all prior restrictive covenants, ease

ments, rights-of-way, security deeds, or

encumbrances of record; all valid zoning ordinances; matters which would be dis-closed by an accurate survey of the property or by any inspection of the property; all outstanding taxes, assessments, unpaid bills, charges, and expenses that are a lien against the property whether due and payable or not yet due and payable.

Pursuant to O.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows: Bank of America, N.A. **Home Loan Assistance Dept** 7105 Corporate Drive Plano, TX 75024

1-800-669-6650

The foregoing notwithstanding, nothing in O.C.G.A. § 44-14-162.2 shall be construed to require Bank of America, N.A. to negotiate, amend or modify the terms of the Deed to Secure Debt described herein. Bank of America, N.A. as Attorney-in-Fact for MERCEDES M MILLER SHUPING, MORSE & ROSS, L.L.P. By: S. Andrew Shuping, Jr. 6259 Riverdale Road, Suite 100 Riverdale, GA 30274 770-991-0000 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. 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 that Deed to Secure Debt given by CARLA BETH CLOER FRANKLIN to the Bank of Hiawassee, being dated July 5, 2008, recorded in Deed Book 437 Pages 412-417. Towns County Georgia records 412-417, Towns County Georgia records, last assigned to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records; Citizens South Bank having subsequently merged with Park Sterling Bank and Park Sterling Bank having subsequently merged with Park Sterling Bank and Park Ste 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, securing a note dated July 5, 2008 from Carla Beth Cloer Franklin to Bank of Hiawassee, in the original prin-cipal amount of \$66,747.65, with interest thereon as set forth therein, which debt is secured by the aforementioned Deed to Secure Debt, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in June, 2013, the following described property:
"All that tract or parcel of land lying and being in Land Lot 50, 17th District, 1st Sec-

tion of Towns County, Georgia, containing 2.434 acres, more or less, as shown on a plat of survey by Tamrok Associates, Inc., dated December 3, 1997, recorded in Plat Book 23, Page 89, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof. Subject to all matter and conditions as shown on above referenced plat of survey. The Grantor grants to Grantee a non-exclusive perpetual easement for ingress and egress to the above described property over and across the roadway leading to the above property to US Highway 76.

This conveyance includes the mobile home located thereon, which is personal property. Said mobile home is a 2000 Palmetta II Mobile Home. Said property is located at 3635 US Hwy 76, Young Harris, GA 30582 a/k/a 3635 Carl Cloer Road, Young Harris, GA 30582." The debt secured by said Deed to Secure Debt, has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the note and Deed to Secure Debt. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt, and by law, in-cluding attorneys fees (notice of intent to collect attorneys fees having been given). Said property will be sold subject to any outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, and matters of record superior to the Deed to Secure Debt, first set out above. The individual or entity that has full 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, amend, or modify the terms of the mortgage instrument. Said property will be sold as the property of Carla Beth Cloer Franklin. To the best knowledge and belief of the

undersigned, the party in possession of the property is Carla Beth Cloer Franklin, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine lease or tenancy may have additional rights pursuant 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 Carla Beth Cloer Franklin. 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** GEORGIA, Towns COUNTY
Under and by virtue of the power of sale

contained in that certain Deed to Secure Debt with Power of Sale from Ryan C. Hood to Community Bank and Trust dated, and

recorded , in Deed Book , Pages , Towns County, Georgia Deed records, and any further renewals or modifications thereto, held by SCBT d/b/a CBT, a Division of SCBT pursuant to that Purchase and Assumption Agreement among Federal Deposit Insurance Corporation as Receiver of Community Bank & Trust, SCBT, N.A., and the Federal Deposit Insurance Corporation, dated January 29, 2010 and pursuant to Assignment from Federal Deposit Insurance Corporation as Receiver of Community Bank & Trust to SCBT. N.A. d/b/a CBT. a Division of SCBT, N.A. n/k/a SCBT d/b/a CBT, a Division of SCBT, N.A. n/k/a SCBT d/b/a CBT, a Division of SCBT, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday in June, 2013 by SCBT, d/b/a CBT A Division of SCBT, as Attorney-in-Fact for Ryan C. Hood the following described property: All that tract or parcel of land lying and being in Land Lot 36, 18th District, 1st Section of Towns County, Georgia, and being known as Tract 3, containing 0.452 acres, more or less; and Tract 3-A, containing 0.149 acres, more or less, and being part of Lot 21 of Hiawassee Lake Estates Subdivision as shown on a plat of survey by Northstar Land Surveying, Inc., W. Gary Kendall, dated October 24, 2002, recorded in Plat Book 28, Page 254, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. This property is subject to a thirty-two foot (32') road right-of-way of Schaefer Circle as shown on said plat. This property is subject to restrictions of record as recorded in Deed Book Q-1, Page 131, Towns County records.
This property, located below the 1928' and 1933' contour line of Lake Chatuge,

among other possible events of default, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees (notice having been given as provided by law). The property will be sold subject to the fol-(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out

To the best of the undersigned's knowl-

is subject to TVA easement as shown on

The indebtedness secured by said Deed

to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby,

edge and belief, the party in possession is Ryan C. Hood and Carrie Walrond Hood or 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 Deed to Secure Debt.
SCBT, d/b/a CBT A Division of SCBT as Attorney-in-fact for Ryan C. Hood. This law firm is acting as a debt collector attempting to collect a debt, any informa-

tion obtained will be used for that purpose.

The Knott Firm, LLC 670 East Kytle Street

Cleveland, GA 30528

File No.: F13-6014