Towns County Herald

Legal Notices for May 16, 2012

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA County of Towns RE: Estate of: Wallace E. Solomon, Jr.

All debtors and creditors of the estate of John Donald Stevenson, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the Executor. This the 18th day of April, 2012. Deborah M. Rogers, Executor 129 Kaywood Drive Sanford, Fl 32771 T(Apr25,May2,9,16)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF: Richard Eugene Fields All debtors and creditors of the estate of Richard Eugene Fields, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make imme-diate payment to the undersigned. This the 9th day of May, 2012. Sally Curtis Askew, Personal Representative

PO Box 423 Hiawassee, GA 706-543-4407 e, GA 30546 T(May16,23,30,Jun6)E

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF: Patsy Moores Shively

All debtors and creditors of the estate of Patsy Moores Shively, deceased, late of Towns County, Georgia, are hereby notified

to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 5th day of May, 2012. Douglas Shively, Personal Representative 5370 River Birch Lane Young Harris, GA 30582 706-379-9843

T(May9,16,23,30)B

NOTICE TO DEBTORS & CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of

All creditors of the estate of Lorena Barnard Phillips, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 14th day of May, 2012 Thomas Earl Phillips,

Personal Representative 8034 Gum Log Road, Young Harris, GA 30582 706-379-3157 T(May16,23,30,Jun6)F

NOTICE TO DEBTORS AND CREDITORS

All creditors of the Estate of Velma M. Neal, late of Towns County, Georgia, deceased, are hereby notified to render in their de-mands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment. This the 24th day of April, 2012 Bruce L. Ferguston attorney for Charles E. Neal, Executor of the Estate of Velma M. Neal PO Box 524 Hiawassee, GA 30546 706-896-9699

NOTICE OF INTENT OF ORGANIZATION OF LIMITED LIABILITY COMPANY

T(Mav9-Mav30)B

Notice is given that the Articles of Orga-nization which will organize TRUE LOVE MOUNTAIN JEWELRY & ROCK SHOP, LLC, have been delivered to the Secretary of State for filing in accordance with the ap-plicable provisions of the Georgia Business Corporation Code. The initial registered of-fice of the limited liability company will be located at 7651 US Highway 76, Young Harris, Georgia 30582, and its initial registered agent at such address is Belinda D. Griffin. PAMELA KENDALL FLOYD, P.C.

Attorney at Law P.O. Box 1114 Hiawassee, Georgia 30546 T(May9,16)B

IN THE SUPERIOR COURT OF TOWNS COUNTY

STATE OF GEORGIA IN RE: The name change of Petitioner, Dennis Eugene Wilson, Case No. 12-CV-134 -PJ2. Notice is hereby given that Dennis Eugene Wilson, the undersigned, filed his/ her petition to the Superior Court of Towns County, Georgia on the 25th day of April, 2012, praying for a change in the name of petitioner from Dennis Eugene Wilson to Danny Eugene Wilson. This the 25th Day of April, 2012 Petitioner's Name: Dennis Eugene Wilson Petitioner's Addre 2287 Lovingwood Road, Hiawassee, GA 30546. Petitioner's Telephone Number: 706-896-1939 T(May2,9,16,23)P

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 467, Towns County, Geor-gia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY 00/100 DOLLARS (\$232,730.00), with inter-est 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, 2012, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 194, 18th District, 1st Section of Towns County, Georgia, being Lot 1 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and accurate description.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (no-tice of intent to collect attorney's fees having been given). Any surplus funds shall be applied to other indebtedness owed by bor-rower to Lender, if any, and then disbursed

in accordance with Georgia law. 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 dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a ten-

ant or tenants thereof. 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, including but not limited to a determination that the loan was not reinstated prior to the foreclosure sale. Farmers & Merchants Bank, Attorney in

Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-

1431 1431. THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

T(Mav9.16.23.30)B

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 472, Towns County, Geor-gia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY 00/100 DOLLARS (\$232,730.00), with inter-est 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, 2012, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 194 and 224, 18th District, 1st Section of Towns County, Georgia, being Lot 3 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and ac-

curate description. 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 sale will be made for the pur default, this pose 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). Any surplus funds shall be applied to other indebtedness owed by borrower to Lender, if any, and then disbursed in accordance with Georgia law. 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 dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants thereof. 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, including but not limited to a determination that the loan was not reinstated armers & Merchants Bank, Attorney in

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 USER FOR JUAR DUPORT USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale

Contained in a Security Deed given by John W Burch to National City Mortgage a divi-sion of National City Bank, dated July 19, 2007, recorded in Deed Book 411, Page 494, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-THREE THOUSAND AND 0/100 DOL-LARS (\$53,000.00), 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, General within the lead hours of County, Georgia within the legal hours of sale on the first Tuesday in June, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security beed has been and is hereby declared due because of emenne other precibile eucobe of because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mort-gage instrument. To the best knowledge gage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is John W Burch or a tenant or tenants and said property is more commonly known as 1206 Long Ridge Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirma-tion that the colo is and parkibility under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank National Association, successor by merger to Na-tional City Mortgage, a division of National City Bank as Attorney in Fact for John W Burch McCalla Raymer, LLC 1544 Old Ala-barro Boad Bacuell Constring 2076 where bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/dmo 6/5/12 Our file no. 5320812-FT8 EXHIBIT "A" All that tract or parcel of land lying and being in LL 152, 18th District, 1st Section, Towns Coun-ty, and containing 2.70 acres, more or less As shown on a plat of survey by Tamrok Associates, Inc., dated 10/7/94 recorded in Plat Book 20, Page 98, Towns County, Georgia records, which description on said plat is incorporated herein by reference. Subject to all matters and conditions as shown on above referenced plat of survey. MR/dmo 6/5/12 Our file no. 5320812 - FT8 T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Horace R. Cun-ningham to Mortgage Electronic Registration Systems, Inc., As Nominee for Citizens South Bank, Its Successors and Assigns dated 9/16/2010 and recorded in Deed Book 481 Page 196, TOWNS County, Georgia records; as last transferred to Wells Fargo Bank, NA by Assignment filed for record in TOWNS County, Georgia records, convey-ing the after-described property to secure a Note in the original principal amount of \$98,671.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the high-ast bidder for each before the Courtbours est bidder for cash before the Courthouse door of TOWNS County, Georgia, within the legal hours of sale on the first Tuesday in June, 2012 (June 5, 2012), the following

described property: All that tract or parcel of land lying and being in the 17th District 1st Section, Land Lot 50, Towns County, Georgia, containing 0.82 acres, as shown on a plat of survey prepared by Tim Cable and Associates, dated April 8, 2003, and recorded in Plat Book 30, Page 72, Towns County, Georgia records, said plat being incorporated herein by ref-

The property is subject to an ea

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 FOD JUAD DUPOOF LISED FOR THAT PURPOSE

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Bar-bara L Shirley and James R Shirley to Na-tional City Mortgage, a division of National City Bank, dated October 26, 2006, recorded in Deed Book 388, Page 172, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$168,500.00), 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, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby de-olared due because of amone other peop clared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of 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 record superior to the Security Deed first set out above. The entity that has full au-thority to negotiate, amend, and modify all terms of the mortrage with the debtor is terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Mi-amisburg, OH 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Barbara L Shirley and James R Shirley or a tenant or tenants and said property is more commonly known as 351 Longview Drive Unit 1, 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 Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank, National Association, succes-sor by merger to National City Mortgage, a division of National City Bank as Attorney in Fact for Barbara L Shirley and James R Shirley McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/ras 6/5/12 Our file no. 5443812-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Section 1, District 18, Land Lot 118, Towns County, Georgia, and being known as Lot U-1, of Nantahala Bay Club, as shown on a lat of survey entitled "Preliminary Site a plat of survey entitled "Preliminary Site Plan of Nantahala Bay Club - 39 lots drawn for NBC Development Corp.", by William F. Rolander, R.S., dated 1/2/91, revised 9/1/92, and recorded in Plat Book 17, Page 93 in the Office of the Clerk of Superior Court, Towns County, Georgia. Said plat be-ing incorporated herein by reference. Said property being conveyed subject to the sewer line easements as shown on plat and is conveyed subject to those restric-tions and protective covenants for Nantahala Bay Club as recorded in Deed Book 97, Page 107, Towns County Records and as amended in Deed Book 129, Pages 370-371. Also conveyed herewith is a perpetual non-exclusive right of ingress and egress from Longview Drive (a city street) to said property over Admiral's Point) The property is conveyed subject to the driveway ease-ment as shown on said plat. MR/ras 6/5/12 Our file no. 5443812 - FT15 T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER

NOTICE OF SALE ONDER FOWER 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 Tony F. Hunt and Vonnie Sue Hunt to Mortgage Electronic Registration Systems, Inc., dated January 26, 2004, recorded in Deed Book 294, Page 687, Towns County, Georgia Records, as last transferred to BAC Home Loans Servicing, LP formerly known as

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 DANIEL BARRETT and DONNA S. BARRETT to MA-CON BANK, INC., dated January 2, 2009, re-corded January 26, 2009, in Deed Book 447 corded January 26, 2009, in Deed Book 447, Page 394, Towns County, Georgia records, said Security Deed being given to secure a Note from DANIEL BARETT of even date in the original principal amount of Sixty Eight Thousand and 00/100 (\$68,000.00) Dollars, with integet from date at a rate per cent 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 outry 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, 2012, the following described property: All that tract or parcel of land lying and be-ion in Land Let 92. TAB District 1ct Sec.

ing in Land Lot 92, 17th District, 1st Sec-tion, Towns County, Georgia, containing 2.625 acres as shown on plat of survey by Tamrok Associates, Inc. dated 8/14/98, recorded in Plat Book 23, page 212, Towns County Records, which description on said plat is incorporated herein by reference. The property is conveyed subject to the Easement granted to Blue Ridge Mountain EMC as recorded in Deed Book 113, page 380, Towns County Records. The property is conveyed subject to the road right of way as shown on said plat. The property is restricted against mobile homes and commercial chicken or hog farming. The property is subject to the septic tank serv-ing the adjacent 1.327 acre parcel which lies north and West of the above described property LESS AND EXCEPT: All that tract or parcel of

Less AND EXCEPT All that that that that the particle of land lying and being in Land Lots 92, 17th District, 1st Section, Towns County, Georgia, containing 0.938 acres, as shown on a plat of survey by Patterson & Dewar Engineers, Inc., R.S., dated October 15, 2001, recorded in Plat Book 27, page 237, Towns County records which description on said plat is incorporated barrain by reference

incorporated herein by reference. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect

attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property any accessments spection 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; including but not limited to that certain Deed to Secure Debt to United Community Mortgage Services, Inc., dated April 22, 2004 recorded in Deed book 308, Page 302, Towns County, Georgia records.

To the best knowledge and belief of the undersigned, the party in possession of the property is DANIEL BARRETT and DONNA S. BARRETT or a tenant or tenants. MACON BANK, INC., as attorney in Fact for DANIEL BARRETT and DONNA S. BARRETT Lou Allen

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513

THE INDEX PAGE AND A CONTROL OF WILL BE USED FOR THAT PURPOSE. T(May9,16,23,30)B

STATE OF GEORGIA

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from MARK J. SHOOK and ANITA L. SHOOK to UNITED COMMUNITY BANK, dated November 24, 2004, recorded December 10, 2004, in Deed Book 321, Page 609, Towns County, Georgia records, as last modified by Modification of Security Deed dated April 27, 2011, recorded in Deed Book 494, Page 613, Towns County, Georgia records, said Security Deed being given to secure a Note from MARK J. SHOOK D/B/A SHOOK'S BODY SHOP and ANITA M. SHOOK dated April 27, 2011, in the original principal amount of Three Hundred Finbh Eine Thoucand Eine Hundred Thirty Eighty Five Thousand Five Hundred Thirty vo and 67/100 (\$385,532.67) 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 be-

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Gary B. Pearman to Bank of America, N.A. in the original principal amount of \$134,400.00 dated 09/26/2005, and recorded in Deed Book 349, page 220, Towns County records, the undersigned will sell at public outcry to the highest bid-der for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of June, 2012 by Bank of America, N.A., as Attorney-in-Fact for Gary B. Pearman the following described property: All that tract or parcel of land lying and be-

ing in Land Lots 29 & 44, District 17, Sec-tion 1, Towns County, Georgia, being shown as Tract Two (2) containing 1.167 acres, as fract two (2) containing 1.107 actres, more or less, as shown on a plat of sur-vey entitled "Survey for Carmolita Haney" by Northstar Land Surveying, Inc., W. Gary Kendall, RLS #2788, dated 7/27/04 and re-corded in Plat Book 32, Page 204, Towns County records, said plat being incorpo-rated herein by reference

rated herein by reference. Also conveyed is a right of ingress and egress over Settlement Road and all ex-

isting roads as shown on the above refer-enced survey, including the gravel road to the South of Tract 1. Also, conveyed is a right of ingress and egress over the existing roads as shown on the survey recorded in Plat Book 5, Page 45 Towns County records the same being the Towns County records, the same being the road referred to on said plat as Settlement Road and the road leading off said road in a west direction and then a south direction. Grantor conveys ownership of all interest in the deed recorded in Deed Book 224,

Page 125, Towns County records. Subject to matters shown on the above ref-

erenced plat of survey. Property known as: 1693 Settlement Road, Young Harris, GA 30582 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, this sale will be made so secure universe, 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 as the property of The Aforesaid Grantors subject to the following:

following:

 (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 outstand-ine of the property; ing 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 above.

Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is:

Bank of America, N.A. Attn: Loss Mitigation, P. O. Box 5170, MS SV314B

Simi Valley, CA 93065 PHONE: 800-669-6650 Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness. To the best of the undersigned's knowledge

and belief, the party in possession is Gary B. Pearman. Bank of America, N.A., as Attorney-in-fact

for Gary B. Pearman. This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398

Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-03162 T(May9,16,23,30)B

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

By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt (With Future Advance Clause) dated July 5, 2006 from Ameri Venture 2, LLC ("Debtor") to Bank of Hiawassee and recorded in Deed Book 376, page 760, Towns County, Georgia records, as modified by that certain Modification of Deed to Secure Debt dated July 13, 2009 and recorded in Deed Book 459, page 555, Towns County, Georgia records, as further modified by that certain Modification of Deed to Secure Debt dated October 28, 2009 and recorded in Deed Book 465, page 152, Towns County, Georgia records, as fur-ther modified by that certain Modification of Deed to Secure Debt dated January 22, 2010 and recorded in Deed Book 469, page 464 Towns County, Georgia records, as assigned to CADC/RADC Venture 2011-1, LLC pursuant to that certain Assignment of Real Estate Deed to Secure Debt effec-tive as of August 24, 2011 and recorded on January 17, 2012 in Deed Book 506, page 514, Towns County, Georgia records, and as subsequently assigned to Acorn 6B State Highway 339 Real Estate, LLC ("Holder") pursuant to an assignment to be recorded prior to foreclosure (the foregoing deed to secure debt, as may have from time to time been or may be assigned, assumed, modi-fied, amended, or amended and restated is hereinafter referred to as the "Security is hereinafter referred to as the "Security Deed"), said Security Deed being given to secure a note dated January 22, 2010 in the original stated principal amount of Four Hundred Thirty-Four Thousand, Three Hundred Ninety-Five and 78/00 Dollars (\$434,395.78) (said note, as same from time to time may have been endorsed, renewed, replaced, modified, assigned, amended, or amended and restated, being hereinafter referred to as the "Note"); together with any and all indebtedness owing by Debtor to Holder, there will be sold by the under-signed at public outcry to the highest bid-der for cash before the Courthouse door in Towns County, Georgia, within the legal hours of sale on the first Tuesday in June 2012, all of Debtor's right, title and interest

NOTICE OF 2ND DUI CONVICTION

Towns County Probate Court Name of Offender: Shirley Loyd Williams Address of Offender: 1 Eagle Heights Road, Hiawassee, GA 30546 County of Residence: Towns Date of Arrest: 01/12/12 Time of Arrest: 17:52 Place of Arrest: Towns County Date of Conviction: 05/01/12 Disposition: Fined \$1,161.00; 12 months probation; 72 hours to serve in the Towns County Jail; License Suspension; 30 days of Community Service Work; DUI school; Obtain a Clinical Evaluation; Ignition Inter-

NOTICE GEORGIA, TOWNS COUNTY PROBATE COURT

lock Device.

TO: All known and unknown interested par-

ties and anyone else The petition of Bobbie Ann Yates, for a year's support from the estate of G. C. Yates. deceased, for decedent's surviving spouse, having been duly filed, all interested per-sons are hereby notified to show cause, if

any they have, on or before June 4, 2012, why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted with-

out a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon Probate Clerk / Deputy Clerk 48 River Street, Suite C Hia wassee, GA 30546 706-896-3467

NOTICE

GEORGIA, TOWNS COUNTY PROBATE COURT TO: Any heir whose current address is un-known, all known and unknown interested

parties, and anyone else. Earl Chester White has petitioned to be appointed Administrator(s) of the estate of Troy Garnet Spivey, 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 petinot be granted. All objections to the peti-tion must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before June 19, 2012. 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 he scheduled at a later date. If no obje are filed, the petition may be granted with-

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

NOTICE

GEORGIA, TOWNS COUNTY PROBATE COURT TO: Any heir whose current address is unknown, all known and unknown interested parties, and anyone else. Clarence E. Johnson has petitioned to be

appointed Administrator(s) of the estate of Jean Ruth Conrad Johnson, 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 June 18, 2012. 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 Judge / Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 T(May16,23,30,Jun6)B

Farmers

Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-1431

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(May9,16,23,30)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 477, Towns County, Geor-gia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY 00/100 DOLLARS (\$232,730.00), with inter-est 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, 2012, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 224, 18th District, 1st Section of Towns County, Georgia, being Lot 25 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and accurate description.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (no-tice of intent to collect attorney's fees having been given). Any surplus funds shall be applied to other indebtedness owed by bor-rower to Lender, if any, and then disbursed

in accordance with Georgia law. 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 dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants thereof.

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, including but not limited to a determination that the loan was not reinstated

prior to the foreclosure sale. Farmers & Merchants Bank, Attorney in Fact for Mill Ridge Builders, Inc. Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-

1431 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(Mav9.16.23.30)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 482, Towns County, Geor-gia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY (\$232 730 00) wi DOLLARS

for ingress and egress over the subdivi-sion road known as Cunningham Drive as shown on said plat.

The property is subject to the Forest Ser-vice Access road and the power line easement.

This sale will be made subject to any right of the United States of America to redeem the hereinabove described property within 120 days from the sale date aforesaid, in order to satisfy certain outstanding federal tax liens.

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 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 is commonly known as 1289 Cunningham Road, Young Harris, Georgia Cunningham Road, Young Harris, Georgia 30582 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Horace R. Cun-ningham or tenant or tenants.

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

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

Wells Fargo Bank, NA as agent and Attorney in Fact for Horace R. Cunningham Aldridge Connors, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECT DR ATTEMPTING TO COLLECT A

COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-6669390 T(May9,16,23,30)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 USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale

contained in a Security Deed given by Jere-miah A Passmore and Shannon E Passmore to Mortgage Electronic Registration Systems, Inc., dated March 20, 2008, recorded in Deed Book 429, Page 249, Towns County, Georgia Records, as last transferred to Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Coun-trywide Home Loans Servicing, LP by as-signment recorded in Deed Book 502, Page 207, Towns County, Georgia Records, con-veying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SEVEN THOUSAND NINE HUNDRED NINETY-SIX AND 0/100 DOLLARS (\$107,996.00), 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, 2012, 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 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 having fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encum-brances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mort-gage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned. the narty in possession of the property is Jeremiah A Passmore and Shannon E Passmore or a tenant or tenants and said property is more commonly known as 4730 Rodovich Drive rris, Georgia 30528. The sale be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judg-ment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP as Attorney in Fact for Jere-miah A Passmore and Shannon E Passmore McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/krc1 6/5/12 Our file no. 5303412-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 205 and 206 of Towns County, Georgia, containing 1.00 acre, more or less, and being the remaining portion of that 3.21 acre tract as shown on a plat of survey by M.E. Richards dated July 23, 1985 and recorded in Towns County Records in Plat Book 8, Page 187. Three tracts having been previously conveyed as shown in Towns County Records in Plat Book 24, Page 101, Plat Book 24, Page 1, and Plat Book 23, Page 156. The property is subject to road easements as shown on plat. The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book168, page 336, Towns County Records. The property is subject to the boundary line agreement as recorded in Deed Book 80, page 572, Towns County Records The property is subject to the restrictions as recorded in Deed Book 107, pages 668-669, Towns County Records. Grantors also grants to grantee a non-exclusive perpetual easement for ingress and egress to the above described property along the road as shown on said plat. Easement running from Upper Plott Town Road. MR/krc1 6/5/12 Our file no. 5303412 - FT11 T(May9,16,23,30)B

Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 469, Page 12, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of NINETY-THREE THOUSAND FIVE HUNDRED THIRTY-TWO AND 0/100 DOL-LARS (\$93,532.00), 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, 2012, 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 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. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to possible a grand is not required by law to negotiate, amend, to not require up taw of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Tony F. Hunt and Vonnie Sue Hunt or a tenant or tenants and said property is more commonly known as 2353 Rainbow Ridge, 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. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servic-ing, LP as Attorney in Fact for Tony F. Hunt and Vonnie Sue Hunt McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ms3 6/5/12 Our file no. 53693009-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 145, 18th District, 1st Section, Towns County, Georgia containing 1.404 acres and being Lot Seven (7) of Rainbow Ridge Acres as shown on a plat of survey by Northstar Land Surveying, Inc. dated September 19, 2001 and recorded in Plat Book 26, Page 269, Towns County, Georgia records which description on said plat is incorporated herein by reference. The property is conveyed subject to the power poles and the road right of way as shown on said plat. The property is con-veyed subject to the easement granted to the Blue Ridge Mountain EMC as recorded in Deed Book 163, Page 295, Towns County, Georgia records. Together with those cer-tain housing unit which were formerly personalty but are now permanently annexed and affixed to the above described land as a permanent improvement and which are more particularly described as a 2002 Clayton Model and having Serial Numbers of CLR01-9832TNAB. MR/ms3 6/5/12 Our file no. 53693009 - FT11 T(May9,16,23,30)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 USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Jeffery Lovelady and Detra Lovelady to Mortgage Electronic Registration Systems, Inc., dated May 5, 2008, recorded in Deed Book 434, Page 52, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Ser-vicing, LP by assignment recorded in Deed Book 501, Page 821, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED AND 0/100 DOLLARS (\$252,300.00), 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 within the legal hours of sale on the first Tuesday in June, 2012, 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

fore the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in June, 2012, the following described property: TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 17TH DISTRICT. 1ST SEC-TION, LAND LOT 55, TOWNS COUNTY, GEOR GIA CONTAINING 0.36 ACRE, AS SHOWN ON A PLAT OF SURVEY PREPARED BY TIM CABLE SURVEYING, TIMOTHY PRESCOTT CABLE, RLS #2582, DATED 12-05-96, AND RECORDED IN PLAT BOOK 19, PAGE 179, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFER-ENCE FOR A COMPLETE DESCRIPTION

ALSO CONVEYED IS A NONEXCLUSIVE PERPETUAL EASEMENT TO AND FROM U.S. HIGHWAY 76 AND THE SUBJECT PROPERTY PRESENTLY EXISTING SHOOK OVER TIE BARRETT ROAD.

SUBJECT TO THE POWER LINE EASEMENT

SUBJECT TO THE POWER LINE EASEMENT AS SHOWN ON SAID PLAT. SUBJECT TO AN EASEMENT OVER THE SOUTHEASTERN CORNER OF SAID PROP-ERTY AS SHOWN ON SAID PLAT. TPACT 2: TRACT 2

ALL THAT TRACT OR PARCEL OF LAND SITU-ATE, LYING AND BEING IN SECTION 1, DIS-TRICT 17, LAND LOT 55, TOWNS COUNTY, GEORGIA, CONTAINING 0.25 ACRE, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY ENTITLED "SURVEY FOR MARK J. SHOOK", BY CHERRY LOG SURVEYING CO. INC., JOEL DARDON, REGISTERED SURVEYING CO. INC., JOEL JORDON, REGISTERED SURVEYOR, AS RE-CORDED IN PLAT BOOK 14, PAGE 249, IN THE OFFICE OF THE CLERK, SUPERIOR COURT, TOWNS COUNTY, GEORGIA, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN.

THE GRANTOR GRANTS TO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY ALONG THE ESTAB-LISHED ROAD AS SHOWN ON SAID PLAT. TRACT 3:

ALL THAT TRACT OR PARCEL OF LAND, TO-GETHER WITH ALL IMPROVEMENTS THERE-ON, SITUATE, LYING AND BEING IN SECTION 1, DISTRICT 17, LAND LOT 55, TOWNS COUNTY, GEORGIA, CONTAINING 1.0 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY ENTITLED "MARK SHOOK PROP-ERTY" DATED JANUARY 16,1981, AND RE-CORDED IN PLAT BOOK 6, PAGE 215, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF TOWNS COUNTY, GEORGIA, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN; SAID PROPERTY BEING MORE PAR-TICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER LINE OF U.S. HIGHWAY 76 AND THE ROAD RUNNING INTO THE HOWARD SHOOK PROPERTY; RUNNING THENCE ALONG THE CENTERLINE OF ASID PRIVATE ROAD NORTH 05 DEGREES WEST 128 FEET; THENCE NORTH 43 DEGREES WEST 140 FEET. THENCE ALONG THE WEST ERN LINE OF SAID ROAD NORTH 26 DEGREES WEST 65 FEET TO AN IRON PIN, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING RUNNING THENCE NORTH 78 DEGREES EAST 16 FEET TO AN IRON PIN; RUNNING THENCE NORTH 25 DEGREES WEST 144 FEET TO A 12 INCH LOCUST TREE, SAID POINT BEING KNOWN HEREINAFTER AS POINT A; RUN-NING THENCE SOUTH 25 DEGREES WEST 14 FEET TO THE CENTERLINE OF A BRANCH; RUNNING THENCE ALONG THE CENTERLINE OF SAID BRANCH TO A POINT AT THE INTER-SECTION OF SAID BRANCH AND A DITCH RUNNING THENCE FROM SAID POINT ALONG THE CENTERLINE OF THE DITCH SOUTH 09 DEGREES EAST 10 FEET TO AN IRON PIN, HEREINAFTER DESIGNATED AS IRON PIN B, THE SURVEYOR'S TRAVERSE CHORDS FROM POINT A TO IRON PIN B BEING AS FOLLOWS SOUTH 71 DEGREES WEST 96 FEET, SOUTH 73 DEGREES WEST 133 FEET TO SAID IRON PIN B; RUNNING THENCE ALONG THE CEN-TERLINE OF SAID DITCH FOR THE FOLLOW-ING SURVEYOR'S CHORDS; SOUTH 09 DE-GREES EAST 71 FEET, SOUTH 16 DEGREES EAST 57 FEET TO AN IRON PIN; THENCE LEAVING THE CENTERLINE OF SAID DITCH AND RUNNING NORTH 78 DEGREES EAST 230 FEET TO THE BEGINNING IRON PIN;

CONVEYED HEREWITH IS A PERPETUAL EASEMENT OF INGRESS AND EGRESS RUN-NING ALONG THE ROADWAY AS SHOWN ON SAID PLAT:

ALSO CONVEYED HEREWITH IS A PERPETU-AL EASEMENT FOR A WATERLINE FROM U.S. HIGHWAY 76 TO SAID PROPERTY;

HIGHWAY 70 TO SAID PROPERTY; SAID PROPERTY IS CONVEYED SUBJECT TO THE RIGHT OF HOWARD SHOOK TO RUN A DITCH ACROSS THE ROAD WHICH RUNS ACROSS THE PROPERTY OF THE GRANTORS HEREIN.

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 pro-vided in the Note and Security Deed. The debt comparing in default this cale 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

in and to the following described property (collectively, the "Property"): All that certain tract or parcel of land lying and being in Land Lot 113, 17th District, 1st Section, Towns County, Georgia, being tract one (1) containing 2.528 acres, more or less and tract two (2) containing 0.581 acres, more or less, as shown on a plat of survey by Northstar Surveying & Mapping, Inc., W. Gary Kendall, R.S. #2788, dated June 22, 2005, as recorded in Plat Book 34, page 244, 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 thirty foot ingress and egress easement along the west property line of tract one (1)

as shown on said plat of survey. The property is conveyed subject to the road rights of way as shown on said plat

of survey. Subject to easement to Blue Ridge Moun-tain EMC as recorded in Deed Book 290, page 2320, Towns County, Georgia records. Together with all rights, easements, ap-purtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and wa-ter stock and all improvements, structures, fixtures, and replacements that are a part

of the real estate described above. The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of principal and interest when due. The indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as

provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental assessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and con-

Accrn 6B State Highway 339 Real Estate, LLC, a Georgia limited liability company, as attorney-in-fact for Ameri Venture 2, LLC BRYAN CAVE LLP

Justin S. Barry, Esq. One Atlantic Center Fourteenth Floor 1201 West Peachtree Street, NW Atlanta, Georgia 30309

(404) 572-6600 6216562.1

T(May9,16,23,30)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

By virtue of a Power of Sale contained in that certain Security Deed and Agreement from Judy Lynn Peebles and Robbie Nell Miles to Community & Southern Bank (by virtue of that certain Assignment of Security Instruments and Other Loan Documents, filed and recorded June 9, 2010 in Deed Book 475, Page 363, TOWNS COUNTY, Georgia Records, assignee of the Federal Deposit Insurance Corporation in receivership of Appalachian Community Bank and its division Gilmer County Bank) ("Community & Southern Bank"), dated July 11, 2008, filed and recorded July 25, 2008 in Deed Book 437, Page 770, Towns County, Georgia Records (as amended, modified, or revised from time to time, "Security Deed"), said Security Deed having been given to secure a Note in the original principal amount of ONE HUNDRED SEVENTY-FIVE THOU-SAND NINE HUNDRED EIGHTY-SEVEN AND 35/100THS DOLLARS (\$175,987.35) (as amended, modified, or revised from time to time, the "Note"), with interest thereon as provided for 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 for sale on the first Tuesday in June, 2012, all property described in said Security Deed, including, but not limited to, declarant's rights, if any, and, without limitation, the following described property (or so much thereof as has not, as of said first Tuesday, by duly executed and recorded instrument,

NOTICE PROBATE COURT OF TOWNS COUNTY

RE: Petition of Matthew Daniel Cejka to Probate in Solemn Form the Will of Daniel Miles Cejka, deceased, upon which an order for service was granted by this court on 3/12/12

TO: Danielle Michelle Cejka, all interested parties and all and singular the heirs of said decedent, 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 June 18, 2012. 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 may be granted without a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon Clerk of the Probate Court

48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 T(May16,23,30,Jun6)E

NOTICE TO DEBTORS & CREDITORS

All creditors of the Estate of Willie Mae Spivey, late of Towns County, Georgia, deceased, 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 immediate payment. This the 2nd day of May, 2012

Bruce L. Ferguson, Attorney for Earl Chester White a/k/a Chester White

Executor of the Estate of Willie Mae Spivey PO Box 524 Hiawassee, GA 30546

706-896-9699 T(May16,23,30,Jun6)B

IN THE SUPERIOR COURT OF

TOWNS COUNTY, STATE OF GEORGIA CIVIL ACTION FILE NO.11-CV-393MM CITIZENS SOUTH BANK, Plaintiff; vs. MARTA MARI DETLIYA Defendant Notice of Su

To: Marta Mari Detuya

You are hereby notified that the above styled action seeking a judgment against you for your alleged default under the terms of a promissory note was filed against you on December 6, 2011, and that by reason of an Order For Service By Publication entered by the Court on April 20, 2012, you are hereby commanded and re-2012, quired to file with the Towns County Clerk of Court, whose address is 48 River Street. Suite E; Hiawassee, GA 30546, and serve upon Bruce L. Ferguson, attorney for plaintiff, whose address is 150 S. Main St., Ste D.; P.O. Box 524; Hiawassee, GA 30546, an answer to the complaint within sixty (60) days of the date of the Order for Service by Publication.

Witness the Honorable Murphy Miller, Judge of said Court

This the 8th day of May, 2012. Cecil Dye, Clerk of Superior Court, Towns County.

T(May16,23,30,Jun6)B

COUNTY OF TOWNS

STATE OF GEORGIA Notice of Petition to Change Name Notice is hereby given that JOSEPH MI-CHAEL HANCOCK, the undersigned, filed his petition in the Superior Court of Towns County, Georgia, on the 1st day of May, 2012, praying for a change in the name of petitioner from JOSEPH MICHAEL HAN-COCK to JOSEPH MICHAEL FOSTER. 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 nge. Objections must be filed with said Court within thirty (30) days of the filing of

this petition. This 1st day of May, 2012. Clerk, Towns County Superior Court

T(May9,16,23,30)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 USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Patsy R McCall to Wells Fargo Bank, N.A., dated January 23, 2009, recorded in Deed Book 447, Page 476, Towns County, Georgia Records, conveying the after-described property to secure Note in the original principal amount of TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED AND 0/100 DOLLARS (\$241,800.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in June, 2012, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining 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 va-lorem 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 ing ordinances, restrictions, covenants and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Patsy R McCall or a tenant or tenants and said property is more commonly known as 1738 Victoria Woods Drive, 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. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Patsy R McCalla Roymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/stm 6/5/12 Our file no. 510712-FT7 EXHIBIT "A" All that tract or parcel of land lying and be-ing in the 18th District, 1st Section, Land Lot 159, 160 & 184 of Towns County, Geor-gia, shown as Lot 44, containing 0.82 acres on a plat of survey by Tamrok Engineering, Inc. Entitled "Survey for Victoria Woods" Subdiv". Said plat recorded in plat book 11, page 137, 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 restrictions of record as pertains to Victoria Woods Subdivision, recorded in Deed Book 94, Pages 130-132 and Deed Book 94, Pages 207-209, Towns County records. The property is conveyed subject to the road rights of way as shown on said plat. The property is conveyed subject to the easement granted to Blue Ridge Elec-tric as recorded in Deed Book 93, Pages 627-629, Towns County Records. This being portion of the same property conveyed in a Warranty Deed from Cecil Sanders, Jr. to Terry E. Taylor recorded in Deed Book 93, Page 135, Towns County Records. MR/stm 6/5/12 Our file no. 510712 - FT7 T/May9 16 23 30\B

est thereon as set forth therein there 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, 2012, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 224, 18th District, 1st Section of Towns County, Georgia, being Lot 26 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records which plat is incorporated herein and made a part hereof for a more complete and accurate description

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 sale will be made for the pu default this pose of paving the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (no-tice of intent to collect attorney's fees having been given). Any surplus funds shall be applied to other indebtedness owed by bor-rower to Lender, if any, and then disbursed

in accordance with Georgia law. 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 dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants thereof.

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, including but not limited to a determination that the loan was not reinstated prior to the foreclosure sale. Farmers & Merchants Bank, Attorney in

Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-1431

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(May9,16,23,30)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 487, Towns County, Geor-gia records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED THIRTY 00/100 DOLLARS (\$232,730.00), with inter-est 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, 2012, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 194 and 224, 18th District, 1st Section of Towns County, Georgia, being Lot 27 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and ac-

curate description. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (no-tice of intent to collect attorney's fees having been given). Any surplus funds shall be applied to other indebtedness owed by borrower to Lender, if any, and then disbursed

in accordance with Georgia law. 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 mig closed by an accurate survey and inspec tion of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out

To the best knowledge and belief of the undersigned, the party in possession of the property is Mill Ridge Builders, Inc. or a tenant or tenants thereof.

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

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

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

Under and by virtue of the Power of Sale contained in a Security Deed given by Richard K. Cornett to Mortgage Electronic Registration Systems, Inc., dated February 12,2008, recorded in Deed Book 427, Page 533, Towns County, Georgia Records, as last transferred to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP by assignment recorded in Deed Book 469, Page 179, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SEVEN-TY-NINE THOUSAND THREE HUNDRED FIFTY AND 0/100 DOLLARS (\$179,350.00), 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, 2012, 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 pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includtaxes 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 reord superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Richard K. Cornett or a tenant or tenants and said property is more commonly known as 3736 Fodder Creek 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 audi of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP as Attorney in Fact for Richard K. Cornett McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/krc1 6/5/12 Our file no. 53657609-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 226 of Towns County, Georgia, containing 4.593 acres, more or less, as shown on a plat of survey by Tamrok Associates, Inc., dated October 18, 1997, and recorded in Towns County records in Plat Book 23, Page 54. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described prop-erty. MR/krc1 6/5/12 Our file no. 53657609 - FT11

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 record superior to the Security Deed first set

The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05. Lancaster. CA 93536 (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument.

To the best knowledge and belief of the undersigned, the party in possession of the property is Jeffery Lovelady and Detra Lovelady or a tenant or tenants and said

property is more commonly known as 593 Glen Rd, Hia Wasse, 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 This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal

money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servic

ing, LP Attorney in Fact for Jeffery Lovelady and Detra Lovelady McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ms3 6/5/12 Our file no. 5405512-FT11 EXHIBIT "A"

All that tract or parcel of land lying and be-ing in the 18th District, 1st Section, Land Lot 231, Towns County, Georgia, containing 2.69 acres, as shown on a plat of survey prepared by Tamrok Engineering, INC., Tommy J. Phillips, RLS, Dated 5/2/90, re-corded in Plat Book 14, Page 29 Towns County Records which description is in-corporated barain by reference and bains corporated herein by reference, and being more particularly described as follows: Beginning at the corner common to Land

Lots 231, 232, 256, and 257 of said District and Section; thence running N 0 degrees 03' 45" E 956.65 Feet to an iron pin, the same being the true point of beginning, thence running S 89 Degrees 24' 47" W 478.98 Feet to an iron pin; thence running N 18 degrees 20' 24" W 239.13 feet to an iron pin; thence running N 89 degrees 30' 16" E 553.23 feet to an iron pin; thence running S 00 degrees 14' 56" E 226.86 Feet to the true

point of beginning. Also conveyed herein is an easement of ingress and egress to and from the above described tract running along the presently existing 20 Foot right of way for Glen Road as shown on said plat of survey; thence aving said Road Right of Way and runnin Northeasterly, with the presently existing private driveway of Grantor Located upon the 1.80 Acre tract as shown on the above referenced Plat of Survey, and thence to continue from the end of the presently ex-isting driveway in a Southeasterly direction, crossing the Northern Apex of the 1.00 Acre tract shown on said Plat, to the northwestern corner of the above described tract. Address: 593 Glen RD; Hiawassee, GA 30546 Tax Map or Parcel ID NO.: 00470-030-000 MR/ms3 6/5/12 Our file no. 5405512 - FT11

T(May9,16,23,30)B

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from DANIEL BARRETT and DONNA BARRETT to MACON BANK, INC., dated September 20, 2005, recorded September 21, 2005, in Deed Book 347, Page 777, Towns County, Georgia re cords, said Security Deed being given to secure a Note from DANIEL BARRETT and DONNA BARRETT of even date in the origi-nal principal amount of One Hundred Forty Eight Thousand and 00/100 (\$148,000.00) Dollars, with interest from date at a rate p cent per annum on the unpaid balance unti 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, 2012, the

Sale on the first husbady in ours, corts, and following described property: All that tract or parcel of land lying and be-ing in the 17th District, 1st Section, Land Lot 92, Towns County, Georgia, containing 0.938 acres, more or less, as shown on a plat of survey by Patterson & Dewar Engi-neers, Inc. dated October 15, 2001, recorded in Plat Book 27, page 237, Towns county records. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described

Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the

property is MARK J. SHOOK and ANITA L. SHOOK or a tenant or tenants. UNITED COMMUNITY BANK

as attorney in Fact for MARK J. SHOOK and ANITA L. SHOOK

L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513

(706) 632-7923 File No 7484A-00715

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(May9,16,23,30)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 Sammy Johnson and Margie Johnson to Oceanmark Bank, F.S.B. dated November 22, 1995 in the amount of \$67,500.00, and recorded in Deed Book 140 Page 330, Towns County, Georgia Records; as last transferred to The Bank of New York Mellon f/k/a The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, as Trustee for GSAMP Trust 2003-SEA, Mortgage Pass-Through Certificates, Series 2003-SEA by assign-ment; the undersigned, The Bank of New York, as Vuencence to JPMcran Chase Successor in interest to JPMorgan Chase Bank, National Association, as Trustee for GSAMP Trust 2003-SEA, Mortgage Pass-Through Certificates, Series 2003-SEA 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 June, 2012 , during the legal hours of sale, at the Courthouse door in Towns County, sell at 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 of land lying and being one acre, more or less, of Lot of Land #72 in the 18th District and 1st Section of Towns County, Georgia, as shown on a plat of sur-vey made by C.E Farley, R.S., on December 2, 1968, said plat reading as follows: Beginning at the point where the road forks; thence with the centerline of the

right hand road South 76 degrees East 265 feet to a point; thence with the centerline of another road North 32 degrees East 182 feet to a point; thence North 54 degrees, 30 minutes West 190 feet to a point in the centerline of the left hand road first mentioned above; thence with the centerline of said road South 44 degrees, 30 minutes west 165 feet to a point; thence continuing along said centerline of the road, south 46 degrees west, 115 feet to the Point of Beginning.

which has the property address of 1152 Old Forge Estate Road, now known as 1140 Old Forge Estates, Hiawassee, Georgia., together with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid

taxes, assessments, rights-of-way, 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 st of the loan with the holder of the security deed.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Said property will be sold as the property of

Sammy Johnson and Margie Johnson and the proceeds of said sale will be applied to the payment of said indebtedness pense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as prov aforementioned Security Deed. as provided in the

The Bank of New York Mellon f/k/a The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, as Trustee for GSAMP Trust 2003 SEA, Mortgage Pass-Through Certificates Series 2003-SEA

Attorney in Fact for Sammy Johnson and Margie Johnson McCurdy & Candler, L.L.C.

(404) 373-1612 ww.mccurdycandler.com

Towns County Herald

Publication Dates:05-10-2012, 05-17-2012, 05-24-2012, 05-31-2012 File No. 11-11714 /CONV/kjenrette

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(May9,16,23,30)B **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 Riverlands Three. LLC to Bank of Hiawassee dated April 10, 2007, filed April 12, 2007 in Deed Book 402, Page 414, Towns County, Georgia records; as modified by that certain Modification of Deed to Secure Debt dated December 30, 2009, filed January 5, 2010 in Deed Book 468, Page 150, aforesaid records; as same has been 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 further modified or amended, hereinafter collectively referred to as the "Se-curity 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 June, 2012, the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND BE ING IN LAND LOT 44, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CON-TAINING 38.93 ACRES, MORE OR LESS, AS ON A PLAT OF SURVEY BY B. KEITH ROCHES-TER & ASSOCIATES, IN., DATED AUGUST 26 1987, RECORDED IN PLAT BOOK 12, PAGE 118, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS IN-CORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. SUBJECT TO ALL MATTERS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY. ALSO CONVEYED HEREWITH IS A RIGHT OF WAY FOR ROAD ALONG THE PRESENT ROAD AS NOW CONSTRUCTED THROUGH WHAT WAS FORMERLY KNOWN AS THE H.H. BURCH LAND AND LATER OWNED BY CORA RUSSELL. The debt secured by the Security Deed is evidenced by certain Renewal Promis-sory Note, dated December 30, 2009 from Riverlands Three, LLC to the Bank of Hia-wassee in the original principal amount of \$1,534.950.00, as assigned to Citizens South Bank, as the same has been reduced to a Judgment as evidenced by that certain Judgment filed June 21, 2011 in Civil Action File No. 10-CV-3134B in the Superior Court of Hall 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 con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Riverlands Three, LLC, 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 Riverlands Three, LLC. To the best of the undersigned's knowledge and belief, party in possession of the real property is Riverlands Three, LLC and ten-

previously been released from the lien of the Security Deed): ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 197, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONSISTING OF 0.15 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY B. GREGORY, COUNTY SUR-VEYOR, DATED SEPTEMBER 14, 1981, AND RECORDED IN PLAT BOOK 7, PAGE 9, TOWNS

COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFER-ENCE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE EAST-ERN RIGHT OF WAY LINE OF GEORGIA STATE HIGHWAY 17 AND 75 AT A CORNER COM-MON TO LANDS NOW OR FORMERLY OF KENNETH WOOD, AND WHICH PIN IS LOCAT-ED 3100 FEET SOUTH FROM THE JUNCTION OF SAID STATE HIGHWAY RIGHT OF WAY LINE AND U.S. HIGHWAY 76; THENCE CON-TINUING ALONG SAID RIGHT OF WAY LINE OF GEORGIA STATE HIGHWAY 17 AND 75 SOUTH 17 EAST 84 FEET TO AN IRON PIN AT THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE NORTHERN RIGHT OF WAY STREAK HILL ROAD (COUNTY ROAD #87) THENCE BUINNING WITH THE RIGHT OF WA LINE OF STREAK HILL BOAD NORTH 53 FAS 79 FEET TO AN IRON PIN; THENCE RUNNING NORTH 15 WEST 79 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 61 15 WEST 75 FEET TO THE POINT OF BEGINNING.

ALSO CONVEYED HEREIN IS ALL OF THE GRANTOR'S RIGHT, TITLE AND INTEREST TO THAT LAND LYING BETWEEN THE WEST-ERN LINE OF THE AFORE DESCRIBED TRACT AND THE CENTERLINE OF GEORGIA STATE HIGHWAY 17 AND 75; AND ALL OF THE **GRANTOR'S RIGHT. TITLE AND INTEREST TO** THAT LAND LYING BETWEEN THE SOUTHERN LINE OF THE AFOREDESCRIBED TRACT AND THE CENTERLINE OF STREAK HILL ROAD: SUBJECT TO THE RIGHT OF WAY FOR SAID STATE HIGHWAY AND SAID COUNTY ROAD. THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO ALL RIGHTS AND OBLIGATIONS SET FORTH IN THAT TEM-PORARY CONDITIONAL PERMIT FOR COM-MERCIAL DRIVEWAY DATED JUNE 22, 1978, BY AND BETWEEN ELSIE ROGERS AND THE STATE HIGHWAY DEPARTMENT OF GEORGIA RECORDED IN DEED BOOK 62, PAGE 545 TOWNS COUNTY, GEORGIA RECORDS.

THE ABOVE DESCRIBED PROPERTY IS THE SAME PROPERTY WHICH WAS CONVEYED BY DEED UNDER POWER FROM GREG & JULIE. LLC TO APPALACHIAN COMMUNITY BANK, DATED JUNE 5, 2007, AS FILED OF RECORD IN DEED BOOK 408, PAGE 248, TOWNS COUNTY, GEORGIA RECORDS. TOGETHER WITH

ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 148, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONSISTING OF 1.70 ACRES, AS SHOWN ON A PLAT OF SURVEY FOR APPA-LACHIAN COMMUNITY BANK. SAID PLAT, DATED JULY 11, 2008, PREPARED BY JOEL JORDAN. GEORGIA REGISTERED LAND SURVEYOR NO. 2430 IS RECORDED IN PLAT BOOK 31, PAGE 20, TOWNS COUNTY, GEOR-GIA RECORDS WITH REFERENCE MADE THERETO FOR THE PURPOSE OF INCORPO-RATING SAME

CONVEYANCE OF THE ABOVE DESCRIBED PROPERTY IS MADE SUBJECT TO THE PRO-TECTIVE COVENANTS AND RESTRICTIONS FOR SUNNYSIDE SHORES SUBDIVISION. DATED OCTOBER 19, 1979, AS RECORDED IN DEED BOOK 67, PAGE 715, TOWNS COUNTY, GEORGIA RECORDS.

GEORGIA RECORDS. THE ABOVE DESCRIBED PROPERTY IS A PORTION OF THE PROPERTY WHICH WAS CONVEYED BY QUITCLAIM DEED FROM GARY H. PEEBLES, JR. TO JUDY LYNN PEE-BLES, DATED AUGUST 29, 1983 AS FILED DE PROODE UN DEEP DOVE 74 ADDE FOO OF RECORD IN DEED BOOK 74, PAGE 529, TOWNS COUNTY, GEORGIA RECORDS.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including, but not limited to, the nonpayment of the indebted-ness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys' fees and other payments provided for under the

terms of the Security Deed and Note. Said property will be sold subject to the following items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or by inspection of the property; any outstanding taxes, including, but not limited to, ad valorem taxes, which constitute liens upon said property; special assessments; and all outstanding bills for public utilities which constitute liens upon said property. To the best of the knowledge and belief of the undersigned, the party in possession of the property is Judy Lynn Peebles and Robbie Nell Miles or tenant(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the United States Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Community & Southern Bank and its counsel are acting as debt collectors. Any information obtained will Sank and its course are acting as deor collectors. Any information obtained will be used for that purpose. Community & Southern Bank as Attorney-in-Fact for Judy Lynn Peebles and Robbie Neul Miles Nell Miles Contact: Guillermo Todd, Esq. Busch, Slipakoff & Schuh, LLP 3350 Riverwood Parkway, Suite 1550 Atlanta, Georgia 30339 Telephone (770) 790-3550 T(May9,16,23,30)B

of the loan with the holder of the security deed, including but not limited to a determination that the loan was not reinstated prior to the foreclosure sale. Farmers & Merchants Bank, Attorney in

Fact for Mill Ridge Builders, Inc. Talley, French & Kendall, P.C., 1892 GA. Hwy. 138, S.E., Conyers, GA 30013, 770-483-

1431 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(Mav9.16.23.30)B

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY Under and by virtue of the Power of Sale contained in a Security Deed given by Mill Ridge Builders, Inc. to Farmers & Merchants Bank, dated July 8, 2011, recorded in Deed Book 497, Page 492, Towns County, Geor-gia records, conveying the after-described property to secure a Note in the original principal amount of NINE HUNDRED FORTY TWO THOUSAND EIGHTY ONE 00/100 DOL-LARS (\$942,081.00), 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 Coun-ty, Georgia within the legal hours of sale on the first Tuesday in June, 2012, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lots 194 & 224, 18th District, 1st Section of Towns County, Georgia, be-ing Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 of The Preserve at Mill Ridge Subdivision, as shown on a plat of survey by Patton-Boyer, Inc., GRLS #2647, dated June 21, 2006, recorded in Plat Book 36, Pages 105-109, Towns County, Georgia records, which plat is incorporated herein and made a part hereof for a more complete and accurate description.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (no-tice of intent to collect attorney's fees hav-ing been given). Any surplus funds shall be applied to other indebtedness owed by bor-rower to Lender, if any, and then disbursed in accordance with Georgia law.

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 dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, coning ordinances, restric-tions, 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 Mill Ridge Builders, Inc. or a ten-ant or tenants thereof.

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, including but not limited to a deter-mination that the loan was not reinstated

prior to the foreclosure sale. Farmers & Merchante Port Farmers & Merchants Bank, Attorney in Fact for Mill Ridge Builders, Inc. Talley, French & Kendall, P.C., 1892 GA. Hwv.

138. S.E., Conyers, GA 30013, 770-483-1431 THIS I AW FIRM IS ACTING AS A DEBT COL-

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

T(May9,16,23,30)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 USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale

contained in a Security Deed given by Don F Schuppert to Commonwealth United Mortgage, a division of National City Bank Hotigge, a dated July 22, 2005, recorded in Deed Book 344, Page 588, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED AND 0/100 DOI LABS (\$167 400 no) with AND 0/100 DOLLARS (\$167,400.00), 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, 2012, 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 pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full au-thority to negotiate amend and modify all thority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Mi-amisburg, 0H 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the monteners instrumodify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Don F Schuppert and Cathy M Schuppert or a tenant or tenants and said property is more commonly known as 5710 Pine Creat Road Young Harris as 5719 Pine Crest Road, 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. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank, National Association, successor by merger to National City Bank, successor by merger to Commonwealth United Mortgage Company, a division of National City Bank of Indiana as Attorney in Fact for Don F Schuppert McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ras 6/5/12 Our file no. 523812-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lots 63 & 82, District 17, Section 1, Towns County, Georgia, containing 1.341 acres, and being known as Lot 48, Pine-crest Subdivision, as shown on plat of survey entitled "Surveyor for Don F. Schuppert & Cathy M. Schuppert" by Northsar Land Surveying Inc., W. Gary Kendall, R.S. #2788 dated June 25, 2004 and recorded in Plat Book 32, page 202, Towns County Records. Which description on said plat is incorporated herein by reference hereto. Subject property is conveyed subject to restrictions of record as pertains to Pine Crest Subdivision as recorded in Deed Book 72, page 274 and Deed Book 115, Pages 61-99, Towns County Records. MR/ras 6/5/12 Our file no. 523812 - FT15 r(May9,16,23,30)I

property. The property is conveyed subject to the easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 221, Page 262, Towns county records.

property is conveyed subject to the road easement and water line easement as shown on said plat.

said plat.

The grantor grants to grantee the 20 foot septic drain field easement as shown on The property is subject to the septic tank

easement serving the adjacent 1.327 acre parcel which lies north and west of the above described property. The property is restricted against mobile

homes and commercial chicken or hog farming. 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 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 DANIEL BARRETT and DONNA

BARRETT or a tenant or tenants. MACON BANK, INC., as attorney in Fact for DANIEL BARRETT and DONNA BARRETT

L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923

(70b) 632-7923 File No. MA404-0MA13 This Law Firm Is Attempting to Col-Lect A Debt. Any information obtained Will be used for that purpose.

ants holding under it. Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Riverlands Three, LLC.

M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339

(678) 384-7005

(May9,16,23,30)E