LEGAL ADS

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

COUNTY OF TOWNS
RE: ESTATE OF: WALLACE E. SOLOMON, JR.
All debtors and creditors of the estate of
WALLACE E. SOLOMON, JR., 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 debted 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

NOTICE TO DEBTORS AND CREDITORS

probate court cierk, and ming tees 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 netition may be granted with. STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF: Roy L. Brown All debtors and creditors of the estate of Roy L. Brown, deceased, late of Towns County, Georgia, are hereby notified to renare 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 der 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 15th day of May, 2012. James Landrum Brown, Execute 8466 Digital Drive, Apt. 103

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA

COUNTY OF TOWNS RE: ESTATE OF: Vernie E. Burleson All debtors and creditors of the estate of Vernie E. Burleson, deceased, late of Towns cording 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.

Louise M. Burleson 407-578-8309

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 indebte to said estate are required to make imme diate payment to the undersigned. This the 9th day of May, 2012. Sally Curtis Askey Hiawassee. GA 30546 706-543-4407

T(May16,23,30,Jun6)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 payme to the undersigned. This the 14th day of May, 2012 Thomas Earl Phillips.

Young Harris, GA 30582 706-379-3157 NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEFINIS AND CREDITORS
All creditors of the Estate of Marjorie E.
Schmidtke, 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
nayment payment. This the 24th day of April. 2012 of the Estate of Marjorie E. Schmidtke PO Box 524

Hiawassee, GA 30546 706-896-9699 T(May23,30.Jun6.Jun13\R NOTICE OF INTENT TO VOLUNTARILY

DISSOLVE A CORPORATION
Notice is given that a notice of intent to
dissolve Town Centre Development, Inc.,
a Georgia corporation with its registered
office at 150 South Main Street, Suite D, Hiawassee, GA 30546, has been delivere to the Secretary of State for filing in accordance with the Georgia Business Corporation Code.

TOWNS COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Eloise S. Wolfersteig
All debtors and creditors of the estate of Eloise S. Wolfersteig, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of the estate, according to the

law, and all persons indebted to said estate law, and all persons indebted to said are required to make immediate pa to the Executor. This 29th day of May, 2012. By: Cary D. Cox, PC, Attorney at Law Georgia Bar No. 192295 P.O. Box 748 Blairsville, GA 30514

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA Deborah A. Soriero, Petitioner

Richard A. Soriero, Respondent Civil Action File No. 2008-CV-175MM NOTICE OF HEARING NOTICE OF HEARING
A hearing has been scheduled in the above
styled case before the Honorable Murphy
Miller, Judge at 9 a.m. on the 25th day
of June 2012 in the Superior Court at the Towns County Courthouse. This the 30th day of May, 2012 Honorable Cecil Dye Clerk, Towns County Superior Court

NOTICE OF SERVICE OF PROCESS

BY PUBLICATION IN THE SUPERIOR COURT Deborah A. Soriero. Petitioner

Vs. Richard A. Soriero, Respondent Civil Action File No. 2008-CV-175MM An action to Modify a Final Judgement and Decree of Divorce was filed June 1, 2009. An order for service of Process by Publication was filed on

tion was filed on
To Richard A. Soriero
2909 Middle River DRive, #203
Ft. Lauderdale, Florida 33306
You are hereby commanded to file with the
Clerk of Towns County Supervisor Court
and serve upon Petitioner's attorney an answer within 30 days of the date for service
by publication by publication. Honorable Murphy Miller

Honorable Cecil Dve Clerk, Towns County Superior Court T(Jun6,13,20,27)B NOTICE

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

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 petition must be in writing, setting forth the grounds of 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 be scheduled at a later date. If no objections are filed, the petition date. If no objections are filed, the petition may be granted without a hearing.

Baria noyers, Fronate Judge By: Bonnie Sue Dixon Probate Judge / Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467

tenants(s).
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security The entity having full authority to negotiate amend or modify all terms of the loan (al-

though not required by law to do so) is: Lender Contact: BAC, Loss Mitigation Dept., P.O. Box 940070, Simi Valley, CA 93094-Telephone Number: 800-720-3758

BANK OF AMERICA, N.A., SUCCESSOR BY

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

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

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 or-

der for service was granted by this court

on 3/12/12 TO: Danielle Michelle Cejka, all interested

OU. 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

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

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

NOTICE TO DEBTORS & CREDITORS

All creditors of the Estate of Willie Mae Spivey, late of Towns County, Georgia, de-ceased, are hereby notified to render in their demands to the undersigned accord-ing to law; and all persons indebted to said

estate are required to make immediate

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

TOWNS COUNTY, STATE OF GEORGIA
CIVIL ACTION FILE NO.11-CV-393MM
CITIZENS SOUTH BANK, Plaintiff; vs. MARTA

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 required to file with the Towns County Clerk of Court, whose ad-dress 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; Hia-

wassee, GA 30546, an answer to the com-

wassee, did 3094, all allieve 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

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from ANTHONY J. SILVERS AND STEPHANIE SILVERS to

Mortgage Electronic Registration Systems, Inc as nominee for Pine State Mortgage

Corporation, dated June 1, 2009, recorded June 1, 2009, in Deed Book 456, Page 290,

Towns County, Georgia Records, said Se-

curity Deed having been given to secure a Note of even date in the original principal amount of One Hundred Sixty-Eight Thou-sand Three Hundred and 00/100 dollars

(\$168,300.00), with interest thereon as pro-vided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR

BY MERGER TO BAC HOME LOANS SERVIC-ING, LP FKA COUNTRYWIDE HOME LOANS

SERVICING, LP, 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 July, 2012, all property described in soil County.

described in said Security Deed includir but not limited to the following describe

property: ALL THAT TRACT OR PARCEL OF LAND LY-

ING AND BEING IN LAND LOT 7 & 30, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 7, CONTAINING 0.960

ACRES, MORE OR LESS, OF OLD BRASS-

TOWN ESTATES AS SHOWN ON A PLAT OF

SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13,2002, AS RECORDED IN PLAT BOOK 28, PAGES 134, TOWNS COUNTY,

GEORGIA RECORDS, SAID PLAT BEING IN-CORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE LEGAL DESCRIPTION. SUBJECT TO ALL MATTERS AND CONDI-

TIONS AS SHOWN ON THE ABOVE MEN-TIONED PLAT. THE PROPERTY IS CONVEYED

TOGETHER WITH AND SUBJECT TO A NON-

EXCLUSIVE PERPETUAL EASEMENT FOR IN-

GRESS, EGRESS AND UTILITIES, FIFTY (50) FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO

PLAT OF SURVEY THE PROPERTY IS CON

VEYED SUBJECT TO PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO

OLD BRASSTOWN ESTATES AS RECORDED

IN DEED BOOK 243, PAGE 731, AS AMEND-ED AT DEED BOOK 324, PAGE 395, TOWNS COUNTY, GEORGIA RECORDS.

COUNTY, GENERIA RECURDS.
Said legal description being controlling, however the property is more commonly known as 2113 BRASSTOWN LANE, YOUNG HARRIS, GA 30582.

HARRIS, GA 30582.
The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the nursees of naving the same all extra progress of naving the naving t

remaining in derault, fins sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" ba-sis without any representation, warranty or recourse against the above-named creditor.

recourse against the above-named creditor

or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem

taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an

accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is ANTHONY J. SILVERS AND STEPHANIE SILVERS, AN-

THONY J. SILVERS, STEPHANIE SILVERS, or

Clerk of the Probate Court 48 River Street, Suite C Hiawassee, GA 30546

706-896-3467

PO Box 524

T(Mav16.23.30.Jun6)B

Notice of Summons

T(May16.23.30.lun6)

To: Marta Mari Detuva

Hiawassee, GA 30546

IN THE SUPERIOR COURT OF

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-Attorney Contact: Rubin Lublin, LLC, 3740 30092

MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SER-

as Attorney in Fact for ANTHONY J. SILVERS AND STEPHANIE SIL-

Davinci Court, Suite 400, Norcross, GA none Number: (877) 813-0992 Case No. BAC-11-11001-0005 Ad Run Dates 06/06/2012, 06/13/2012, 06/20/2012.06/27/2012 www.rubinlublin.com/property-listings.

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA

T(Jun6,13,20,27)B

COUNTY OF TOWNS Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Pamela R. Dean to Bank of Hiawassee, dated April 26, 2006, filed April 27, 2006 and recorded in Deed Book 369, Page 746, Towns County, Georgia records; as last modified by that certain Modification of Deed to Secure Debt, dated August 19, 2009, filed September 2, 2009 in Deed Book 462, Page 86, aforesaid records; as same 402, Page 80, atoresaid 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 July, 2012 the following described real property,

TOWN:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 118, 18TH
DISTRICT, 1ST SECTION, TOWNS COUNTY,
GEORGIA, BEING DESCRIBED AS UNIT "E" ON A PLAT OF SURVEY FOR MOUNTAIN LAND TECH SERVICES, INC., H. SAMUEL WALKER. R.S. #2835, AS RECORDED IN PLAT BOOK 30 PAGE 32, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPO-RATED HEREIN BY REFERENCE AND MADE A PART HEREOF A PART HEREUP.
THE PROPERTY IS CONVEYED SUBJECT TO
THE 8" GRAVITY SEWER LINE AS SHOWN ON

THE ABOVE PLAT OF SURVET.
THE PROPERTY IS SUBJECT TO ALL "NOTES"
AS CONTAINED ON THE ABOVE REFERENCED PLAT OF SURVEY.
THE PROPERTY IS CONVEYED SUBJECT TO THE RIGHT OF WAY OF RIDGE ROAD AS SHOWN ON THE SURVEY.
THE GRANTOR GRANTS TO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO SAID PROP-ERTY RUNNING FROM RIDGE ROAD TO SAID

THE ABOVE PLAT OF SURVEY.

PROPERTY. THE PROPERTY IS CONVEYED SUBJECT TO THE DECLARATION, COVENANTS, RESTRICTIONS AND EASEMENTS FOR CITYSCAPE DEVELOPMENT AS RECORDED IN DEED BOOK 266, PAGE 131-169 TOWNS COUNTY RECORDS, AND AS RECORDED IN DEED BOOK 277, PAGES 797-834 TOWNS COUNTY

SUBJECT TO ANY FASEMENTS RESTRIC-TIONS AND RIGHTS OF WAY OF RECORD.
THE GRANTOR CONVEYS TO GRANTEE A ONE-TENTH (1/10) UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS SHOWN ON THE ABOVE PLAT OF SURVEY.
THE PROPERTY IS LOCATED IN TOWNS AT 416 E. OAKMONT DRIVE, HIAWASSEE, GEOR-

The debt secured by the Security Deed is

evidenced by that certain Renewal Promis-sory Note dated August 19, 2009 from Pa-mela R. Dean to Bank of Hiawassee in the original principal amount of \$27,908.89, as assigned to Citizens South Bank (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under the terms of the Note and Security Deed

by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Pamela R. Dean, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the law-ful 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 Pamela R. Dean. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Pamela R. Dean, and ten-ants holding under her. Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek

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

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

USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Barbara L Shirley and James R Shirley to Na-Dara L Shirley and James K Shirley to Na-tional City Mortgage a division of National City Bank, dated October 26, 2006, recorded in Deed Book 388, Page 151, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-FIVE THOUSAND AND 0/100 DOL-LAPS (\$155,000.00), with integers thereos. LARS (\$155,000,00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in July, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART "A" AI IACHED HEREIT U 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 eventures of this sale as revivided in Security. 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 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 Secu-rity 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 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 common-ly known as 2439 Indian Trail, 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. PNC Bank, National Association, successor 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/dmo 7/3/12 Our file no. 5433412-FT8 EXHIBIT "A" All that

tract or parcel of land lying and being in Land Lot 193, District 18, Section 1, Towns

County, Georgia and being shown as Lot 19, Settler's Ridge Phase II on a plat of survey

entitled "Final Plat for Settler's Ridge Phase In by Landtech Services, Inc., dated Octo-ber 1, 2003 and recorded in Plat Book 30, Pages 240-241 of Towns County Georgia Records. Description on said plat is incor-porated herein by reference and made a part hereof. Also conveyed is an easement of ingress and egress from Fodder Creek Road to Indian Trail Road and to the property herein conveyed. MR/dmo 7/3/12 Our file no. 5433412 - FT8 T(Jun6,13,20,27)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 ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by David J. Harris and Kelly Wynn Harris to JP-Morgan Chase Bank, N.A, dated April 28, 2010, recorded in Deed Book 473, Page 444 Towns Courth Coarris Courtine Courtine

444, Towns County, Georgia Records, as last transferred to Chase Home Finance, LLC by assignment recorded in Deed Book 485. Page 159. Towns County. Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY SEVEN THOUSAND TWO DONDLED SIGN... AND 0/100 DOLLARS (\$167,280.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse 2012, the following described property:All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 90 and 91 of Towns County 90 and 91 of Towns County, Georgia, being designated as Lot Three (3), The Woodlands Subdivision, containing 1.01 acres, more or less, as shown on a plat of survey by Landtech Services, Inc., dated January 8, 2007, recorded in Plat Book 38, Pages 251-253, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof. Subject to the road easements as shown on said plat. Subject to the set-back lines as shown on said plat. Subject to restrictive covenants as recorded in Deed Book 458, Page 331, Towns County, Georgia records. Subject to all matters appearing on the above referenced plat of survey. Also herewith is a non-exclusive perpetual easement for ingress, egress and utilities along Red Bud Lane as shown on the above referenced plat of survey. The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association can be contacted at 800-46-8929 or tion can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure. Said property will be sold subject to any outstanding ad valorem tax-es (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any asses ments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed ters or record superior to the Sectury Dead first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is David J. Har-ris and Kelly A. Harris or a tenant or ten-ants and said property is more commonly known as 223 Red Bud Lane, Hiawassee, Georgia 30546 The sale will be conducted Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed, JPMorgan Chase Bank National Association successor by merger to Chase Home Finance LLC as Attorney in Fact for David J. Harris and Kelly Wynn Har ract for David J. Harris and Kelly Wynn Har-ris Johnson & Freedman, LLC 1587 North-east Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ng4 7/3/12 Our file no. 1624210-FT20

T(Jun6,13,20,27)B **NOTICE OF SALE UNDER POWER**

GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by K Rudy Eller to Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial Network, nee for Homecomings Financial Network, Inc., its successors and assigns dated May 23, 2006 in the amount of \$242,400.00, and recorded in Deed Book 373, Page 490, Towns County, Georgia Records; as last transferred to Aurora Bank FSB by assignment; the undersigned, Aurora Bank FSB pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and navable and of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in July, 2012, during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit: All that tract or parcel of land lying and being in Land Lot 267, 18th District, 1st Section of Towns County Georgia and being tion of Towns County, Georgia, and being Lot Six (6) of Arrowhead Estates Subdivi-sion containing 0.72 acres as shown on a plat of survey by Tamrok Engineering, Inc. dated September 25, 1992 and recorded in Plat Book 16, Page 133, Towns County records which description on said plat is incorporated herein by reference.

Also herein conveyed is that right of ingress and egress over Arrowhead Road and Riverside Drive to Georgia Highway 17-75

RIVERSIDE DITVE TO GEORGIA HIGHWAY 17-75 as shown on that plat recorded in Plat Book 16, Page 52, Towns County records. The property is subject to the Restrictions for Arrowhead Estates Subdivision as recorded in Deed Book 104, Pages 797-799 as amended in Deed Book 113, Page 234 Towns County records.

Towns County records.

Subject to utility easements to Blue Ridge Mountain EMC as recorded in Deed Book 104, Page 167 and Deed Book 112, Page 504 Towns County records. Subject to any easements, restrictions and

Subject to any easements, restrictions and rights of way of record.
which has the property address of 4681 Arrowhead Road, 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 easetaxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to

confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Said property will be sold as the property of K R Eller and Mary R. Eller and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the pur-

chaser as provided in the aforementi Security Deed.
Aurora Bank FSB Attorney in Fact for K Rudy Eller McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald
Publication Dates:06-07-2012, 06-14-2012, 06-21-2012, 06-28-2012 File No. 11-18855 /CONV/kienrette THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A

DEBT. ANY INFORMATION OBTAINED WILL

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

BE USED FOR THAT PURPOSE.

Under and by virtue of the power of sale contained in a Security Deed from RICHARD EMORY GARRETT to UNITED COMMUNITY BANK, dated September 22, 2007, recorded September 24, 2007, in Deed Book 416, Page 565, Towns County, Georgia records as last modified by Modification of Security as last modified by Modification of Security Deed dated September 24, 2010, recorded in Deed Book 488, Page 72, Towns County, In Deed Book 488, Page 72, lowns county, Georgia records, said Security Deed being given to secure a Note from RICHARD EMO-RY GARRETT dated September 24, 2010, in the original principal amount of One Hundred Ninety Two Thousand Seven Hundred Thirty One and 49/100 (\$192,731.49) Dollars, with interest from date at a rate per east per annum on the unpaid hages until cent per annum on the unpaid balance until cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in July, 2012, the following described reporter. following described property:
All that tract or parcel of land lying and being in LL 31, 18th District, 1st Section,
Towns County, Lot 1 and containing 0.77

acres, more or less on a plat of survey by Landtech Services, Inc., James L. Alexander, R.L.S., dated 3/8/07, and recorded in Plat Book 37, Page 33, Towns County, Georgia records, said being incorporated herein by reference; together with an 18 foot wide easement of ingress and egress and for the installation and maintenance of utilities over, above, under and across that proposed 18 foot easement as shown on aforementioned plat of survey, for ac-cess to and from said lots and Upper Bell

Creek Hoad.

Also conveyed herein is all of Grantors' right, title and interest in that land lying between the aforedescribed Lot 1 and the centerline of Upper Bell Creek Road, subject to the road right of way, and an 18 foot wide easement of ingress and egress and for the installation and maintenance of utilities, over, above, under and across the extension 706-886-7533 of that proposed 18 foot easement shown on said plat of survey to the northwestern line of Upper Bell Creek Road. **Attorney for Stephens Federal Bank** Subject to all matters and conditions as shown on the above referenced plat of COUNTY OF TOWNS

survey.
The debt secured by said Security Deed 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 appropriate of this call as provided in the Security Deed. ror the purpose or 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 surpus and inspect closed by an accurate survey and inspec tion 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 RICHARD EMORY GARRETT or a tenant or tenants.
UNITED COMMUNITY BANK, as attorney in Fact for RICHARD EMORY GARRETT

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-02562 THIS LAW FIRM IS ATTEMPTING TO COLLECT

A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR 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 Patricia L Medaugh to Mortgage Electronic
Registration Systems, Inc., dated May 12,
2008, recorded in Deed Book 433, Page
778. Towns County, Georgia Records, as 778, Towns County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. last transferred to Weis Falgo Bain, N.A. by assignment recorded in Deed Book 499, Page 523, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of NINETY THOUSAND AND 0/100 DOLLARS (\$90,000.00), with interest there-on 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 July, 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 du 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 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 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 Patricia L Medaugh or a tenant or ten ants and said property is more commonly known as 2458 Oak Knoll Drive, Hiawassee, 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 rea estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact Wells Fargo Bank, N.A. as Attorney in Fact for Patricia L Medaugh McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline. net MR/Stm 7/3/12 Our file no. 51104911-FT7 EXHIBIT "A" All that tract or land lying and being in Land Lot 198, 18th District, 1st Section, Towns County, Georgia, containing 0.62 acres and being Lot Three (3) of the Oak Knolls Subdivision, as shown on a plat of survey by Tamrok Engineering, Inc., dat-ed 2/16/94, recorded in Plat Book 18, Page 235, Towns County, Georgia records which description on said plat is incorporated herein by reference hereto. The property is

NOTICE OF SALE UNDER POWER IN SECURITY DEED

51104911 - FT7

COUNTY OF TOWNS On December 30, 2009, John R. Cagle, William H. Cagle, Wendelene R. Cagle and Darlene P. Cagle executed a Security Deed with Power of Sale to Stephens Federal Bank securing a note of even date for Four Hundred Sixty-Two Thousand and 00/100 Dollars (\$462,000.00), said security deed being recorded in Deed Book 468, Pages 808-824, Towns County Records. Said security deed conveyed the property hereinafter described.

subject to the restrictions of record pertaining to Oak Knolls Subdivision as recorded in

Deed Book 91, Pages 706-707 Towns County, Georgia records. The property is subject

to all matters and conditions shown on the above referenced plat of survey. Subject to any easements, restrictions and rights of way of record. MR/stm 7/3/12 Our file no.

described.

By virtue of the power of sale contained in said security deed to Stephens Federal Bank, there will be sold by the undersigned at public outcry to the highest bidder for cash, before the Towns County Courthouse door in Hiawassee, Georgia, during the le-gal hours of sale, being 10 a.m. until 4 p.m. Eastern Time, on the first Tuesday in July, the same being July 3, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 2, 18th District, 1st Sec-

tion, Towns County, Georgia and being Lot Two (2) of Hidden Valley Subdivision as shown on a plat of survey prepared by Hubert Lovell, R.L.S. # 1153, as recorded in Plat Book 6, Page 1 Towns County Records which description on said plat is incorpo-rated herein by reference and made a part The grantor grants to grantee all rights, title and interest the grantor has to the land which front the above described property

below the 1933 contour of Lake Chatuge subject to the TVA easement.

Subject to the restrictions of record as recorded in Deed Book W-1, Pages 365-366, **Towns County Records.** The debt secured by said security deed and note has been and is hereby declared due and payable because of default for nonpay-

ment as required by the note and security deed. The debt having been declared due and payable and remaining unpaid, and the terms in the note and security deed remaining in default, this sale will be made for the purpose of paying the principal, accrued interest and attorney's fees pursuant to the note and security deed, plus all expenses

of this sale.

Said property will be sold as the property of John R. Cagle, William H. Cagle, Wendelene R. Cagle and Darlene P. Cagle subject to outstanding ad valorem taxes and/or easements and/or restrictive covenants appearing of record if any The undersigned will ing of record, if any. The undersigned will comply with Georgia law, O.C.G.A. Section 44-14-162.2, prior to conducting the sale.

To the best knowledge and belief of the un-dersigned, equitable title to said property is now held by John R. Cagle, William H. Cagle, Wendelene R. Cagle and Darlene P. Cagle. The entity with full authority to negotiate, amend and modify all terms of the mortgage with the Debtors is Stephens Federal Bank, 2859 Highway 17 Alt., Toccoa, GA 30577, Phone Number 706-886-2111. Sup //, Prione Number 706-886-2111.

The undersigned will execute a deed to the purchaser at said sale as provided in the aforementioned deed to secure debt to Stephens Federal Bank. Dated this 30th day of May, 2012. Stephens Federal Bank,
Attorney-in-fact for John R. Cagle and
William H. Cagle and Wendelene R. Cagle
and Darlene P. Cagle Brian C. Ranck P. O. Box 1005 Toccoa, GA 30577

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from SHELBY

ANN EDWARDS to UNITED COMMUNITY BANK, dated June 9, 2009, recorded June 16, 2009, in Deed Book 457, Page 372, Towns County, Georgia records, as modified by Modification of Security Deed dated May 18, 2011, recorded in Deed Book 495, Page 729, Towns County, Georgia records, said Security Deed being given to secure a Note from DAN P. EDWARDS and SHELBY ANN EDWARDS, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in July, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 283, 18th District, 1st Section of Towns County, Georgia, containing 4.00 acres, more or less and bounded as

follows: Beginning at the bridge over Hiawassee River and runs down and with the river to a stake on the bank of said river, then West course and a straight line crossing the top of the Indian Knoll and continuing straight to a ditch, then a South course with said ditch to the Owl Creek Road, then with the road to the beginning corner at the river bridge.
The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt 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 Seexpenses of this sale, as provided in the oc-curity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspec-tion of the property, any assessments, liens, 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 SHELBY ANN EDWARDS or a tenant or tenants.

UNITED COMMUNITY BANK, as attorney in Fact for SHELBY ANN EDWARDS WARDS

L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03294 THIS LAW FIRM IS ATTEMPTING TO COLLECT

A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Jun6,13,20,27)B STATE OF GEORGIA

COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from DAN P. ED-WARDS and SHELBY T. EDWARDS to TOWNS COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated January 9, 1993, recorded January 19, 1993, in Deed Book 117, Page 360. Towns County, Georgia records, as last modified by Modification of Security Deed dated May 18, 2011, recorded in Deed Book 495, Page 732, Towns County, Georgia records, said Security Deed being given to secure a Note from DAN P. EDWARDS and SHELBY ANN EDWARDS, 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 hig bidder for cash before the Courthouse at Towns County, Georgia, within the legal hours of sale on the first Tuesday in July, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 283, 18th District, 1st Section, Towns County, Georgia, containing 9.89 acres, more or less, as shown on a plat of survey by B. Gregory, C.S., recorded in Plat Book 4 page 246 Towns County records and more particularly described as follows: Beginning at the intersection of Owl Creek and Hawassea Biver, run thence along Hawasse. Hiawassee River, run thence along Hiawassee River the following courses and distances: S 8 E 177 feet; S 19 E 100 feet; S 15 15 E 197 feet; S 9 15 E 217 feet; S 27 E 86 feet; S 14 E 89 feet; S 7 W 100 feet; thence leaving Hiawassee River N 86 W 106 feet, S 82 W 36 feet; S 61 W 23 feet; S 39' 45 W 67 feet; N 86 30 W 242 feet; N 49 W 379 feet to a point on Owl Creek; thence along Owl Creek the following courses and distances: N 40 E 77 feet; Nor E 75 feet; S 50 E 42 feet; N 81 E 121 feet; N 5 40 E 188 feet; N 63 15 E 182 feet; N 35 W 93 feet; N 14 E 21 feet; N 40 30 W 69 feet; N 10 30 W 64 feet; S 56 E 43 feet; S 85 E 55 feet; N 14 E 39 feet; N 43 E 95 feet; N 30 50 W 56 feet; N 74 E 73 feet; N 58 E 40 feet to the point of heninging

of beginning. The debt secured by said Security Deed has 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 (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 able), any matters which might be disclos by an accurate survey and inspection of the property, any assessments, liens, ease-ments, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord 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 DAN P. EDWARDS and SHELBY T. EDWARDS or a tenant or tenants. TOWNS COUNTY BANK N/K/A UNITED COM-MUNITY BANK MUNITY BANK, as attorney in Fact for DAN P. EDWARDS and SHELBY T. EDWARDS

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03295 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL

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

BE USED FOR THAT PURPOSE.

Under and by virtue of the power of sale con-tained in a Security Deed from SHELBY ANN EDWARDS to TOWNS COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated February 16, 1996, recorded February 21, 1996, in Deed 10, 1990, recorded rebridary 21, 1990, in Deed Book 142, Page 222, Towns County, Georgia records, as last modified by Modification of Security Deed dated May 18, 2011, recorded in Deed Book 495, Page 726, Towns County, Georgia records, said Security Deed being given to secure a Note from DAN P. EDWARDS and SHELBY ANN EDWARDS, with interest from date at a rate per cent per annum on from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in July, 2012, the following described property: All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 283, Towns County, Georgia, containing 1.66 acres, as shown on a plat of survey prepared by Tamrok Engineering, Inc., Tommy J. Phillips, RLS, dated 11-15-91, and recorded in Plat Book 14, Page 259 of the Towns County Records, said plat being incorporated herein

by reference.
This conveyance is expressly made subject to all easements and matters disclosed by the above referenced plat of survey.
The debt secured by said Security Deed has by reference. been and is hereby declared due because of, among other possible events of default, fail-

ure 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 ing 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 acceptants. [increases the property, any assessments, liens, easements, encumbrances, zoning ordinances restrictions, covenants, and matters of record superior to the Security Deed first set To the best knowledge and belief of the

undersigned, the party in possession of the property is SHELBY ANN EDWARDS or a ten-TOWNS COUNTY BANK N/K/A UNITED COMas attorney in Fact for SHELBY ANN ED-

L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03296 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER

T(Jun6,13,20,27)B

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 Randy A. Tyler and Theresa R. Tyler to Mortgage Electronic Registration Systems, Inc., dated June 8, 2007, recorded in Deed Book 407, Page 486, Towns County, Georgia Records and as modified by that certain Loan Modification Agreement recorded in Deed Book 482, Page Agreement recorded in Deed Book 482, Page 576, Towns County, Georgia Records, as last transferred to PHH Mortgage Corporation by assignment recorded in Deed Book 513, Page 24, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FOUR THOUSAND AND 0/100 DOL-LAPS (420, 000 00), with interest thereon LARS (\$204,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in July, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt HEREU AND MADE A PART HEREUF THE GEBT 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 eveness of this sale as the same and all expenses of this sale, a 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 insensition of the preparty. matters of record superior to the Security curate survey and inspection of the property any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security
Deed first set out above. The entity that has 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: PHH Mortgage Corporation, Mailstop SVO1, 2001 Leadenhall Rd, Mount Laurel, NJ 08054, 800-750-2518. Please understand that the secured creditor is not required by law to 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 Randy A. Tyler and Theresa R. Tyler or a tenant or tenants and said property is more commonly known as 502 Kimsey Ridge Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the sta-(2) to final confirmation and audit of the sta-tus of the loan with the holder of the security deed. This law firm is seeking solely to fore-close the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PHH Mortgage Corporation as Attorney in Fact for Randy A. Tyler and Theresa R. Tyler McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ac7 7/3/12 Our file no. 5197712-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 121, 18th District, 1st Section of Towns County, Georgia, being all of Lot One (1), containing 1.050 acres, more or less, of the Kimsey Ridge Subdivision as more fully the Kinsey Rioge Subdivision as more fully shown on a survey for Kimsey Ridge Subdivision, prepared by Northstar Land Surveying, Inc., Registered Surveyor, dated February 22, 2004, and recorded in Plat Book 34, Page 203, Towns County, Georgia records which survey in incorporated herein by reference for a complete description of said property. The property is conveyed subject to the fifty.

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

T(Jun6,13,20,27)B

Under and by virtue of the power of sale contained in a Security Deed from JAMES PAUL JONES and CAROL FAYE JONES to Nantahala JONES and CAROL FAYE JONES to Nantahala Bank & Trust Company, dated October 26, 2006, recorded November 1, 2006, in Deed Book 388, Page 242, Towns County, Georgia records, as modified by Modification of Se-curity Deed dated October 23, 2009, recorded in Deed Book 465, Page 92, Towns County, Georgia records, said Security Deed being given to secure a Note from JAMES PAUL JONES and CAROL FAYE JONES dated October 23, 2000, in the optimist principal property 23, 2009, in the original principal amount of One Hundred Forty Eight Thousand One Hun-dred Seventy One and 22/100 (\$148,171.22) 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 hefore the Courthouse door at Towns County Georgia, within the legal hours of sale on the first Tuesday in July, 2012, the following de-

The property is conveyed subject to the fifty foot (50') road right of way as shown on the above referenced plat. The property is also

conveyed subject to those certain Covenants and Restrictions as recorded in Deed Book 337, Pages 785-789 Towns County records.

Subject to any and all easements as shown on the above reference plat or of record. The right, if any, of The United States of America

right, it any, or the United States of America to redeem said land within 120 days from the date of the foreclosure sale held on July 3, 2012, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). MR/ac7 7/3/12 Our file no. 5197712 - FT15

scribed property: All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 157 of Towns County, Georgia, containing 1.019 of Towns County, Georgia, containing 1.019 acres, and being more particularly described as Tract 1, as shown on a plat of survey for Edwin D. Gilliland, prepared by Tamrok Associates, Inc., Jon G. Stubblefield, RLS, dated 8/30/95, and recorded in Plat Book 20, Page 256, Towns County, Georgia records, said plat being incorporated herein by reference hereto; together with all of grantor's right, title and interest to that land lying between the western line of eaid tract and the centerline western line of said tract and the centerline of Laurel Lane (County Road #252), subject to of Laurel Laine (county hoad #232), subject to the road right of way. The property is conveyed subject to all mat-ters and conditions shown on the above ref-erenced plat of survey. The debt secured by said Security Deed has

been and is hereby declared due because of, among other possible events of default, fail-ure to pay the indebtedness as and when due ure 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 inspection of by an accurate survey and inspection of the property, any assessments, liens, ease-ments, 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 JAMES PAUL JONES and CAROL FAYE JONES or a tenant or tenants.

NANTAHALA BANK & TRUST COMPANY, as attorney in Fact for JAMES PAUL JONES and CAROL FAYE JONES

Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. NA144-00NA5

GEORGIA, TOWNS COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Mick C. Youngblood to Mort-gage Electronic Registration Systems, Inc as nominee for Primary Capital Advisors LC its successors and assigns dated March 25 its successors and assigns dated March 25 2004 in the amount of \$128,000.00, and re-2004 in the amount of \$728,000.00, and re-corded in Deed Book 299, Page 483; re-re-corded at Deed Book 300, Page 294, , Towns County, Georgia Records; as last transferrer to Aurora Bank, FSB by assignment; the undersigned, Aurora Bank, FSB pursuant to said deed and the note thereby secured, has declared the entire amount of said indebted-ness due and payable and pursuant to the page of sale contained in caid deed will door in Towns County, sell at public outcry

to the highest bidder for cash, the property described in said deed to-wit:
All that tract or parcel of land lying and being in Land Lot 137, 17th District, 1st Section, Towns County, Georgia, containing 0.846 acres and being Lot Seventeen (17) o Townsend Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates Inc., dated November 13, 1996 recorder in Plat Book 19, Page 189, Towns County Records and shown on a plat of survey by Tamrok Associates, Inc., dated June 18, 1997 recorded in Plat Book 21 Page 272 Towns County records which descriptions on said plats are incorporated herein by reference The grantor grants to grantee a perpetua easement for ingress and egress to the above described property along the roads as shown on said plat. The property is conveyed shown on said plat. The properfy is conveyer subject to the restrictions as shown on the attached Exhibit A. The property is conveyer subject to the power line easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County Records. which has the property address of 6097 Mil Road, Young Harris, Georgia., together with all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any unpaid taxes. assessments. rights-of-way. ease

taxes, assessments, rights-of-way, ease ments, protective covenants or restrictions liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status o the loan with the holder of the security deed Notice has been given of intention to collec attorneys' fees in accordance with the terms of the note secured by said deed. of the note secured by said deed.
Said property will be sold as the property of Mick C. Youngblood and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the affectmentioned Security bend vided in the aforementioned Security Deed. Aurora Bank, FSB

Mick C. Youngblood McCurdy & Candler, L.L.C. (404) 373-1612 Towns County Herald Publication Dates:06-07-2012, 06-14-2012 06-21-2012, 06-28-2012 File No. 11-06544 /CONV/cajohnson 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.