Towns County Herald

Legal Notices for June 20, 2012

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF: George O. Hill, Sr. All debtors and creditors of the estate of George O. Hill, Sr., deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned ac-cording to law, and all persons indebted to said estate are required to make immediate payment to the Executor. This the 7th day of June, 2012. Maxine R. Hill, Executor

4356 Hwy. 339 Young Harris, GA 30582

STATE OF GEORGIA 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 are required to make immediate payment 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

NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Fairleen L. Melton All debtors and creditors of the estate of Fairleen L. Melton, deceased, late of Towns County, Georgia, are hereby notified to ren-der their demands and payments to the Ex-ecutor of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to

the Executor. This 11th day of June, 2012. James L. Melton, Personal Representative 464 Kanuga Street

Hiawassee, GA 30546 706-896-2666 T(Jun20,26,Jul4,11)B

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 REALING
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

OF TOWNS COUNTY STATE OF GEORGIA Deborah A. Soriero, Petitioner

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 Publica-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 an-swer within 30 days of the date for service

by publication. Honorable Murphy Miller Superior Court Judge **Enotah Judicial Circuit** Honorable Cecil Dye Clerk, Towns County Superior Court

IN THE SUPERIOR COURT OF TOWNS COUNTY

STATE OF GEORGIA Civil Action No: 12-CV-179PJ Jacqueline Reece, Petitioner In Re: Alexis Christine Jones, a minor and Austin Michael Jones, a minor Order for Notice of Petition to Change

A petition has been filed in the Superior Court of Towns County, Georgia, on the 8th day of June, 2012, praying for a change in the name of the minor children of the Petition from Alexis Christine Jones to Alexis Christine Reece and Austin Michael Jones to Austin Michael Reece. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition. This 12 day of June, 2012

Cecil Dye, Clerk Towns County Superior Court Enotah Judicial Circuit

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA RE: ESTATE OF: Leo Joseph Webe

All debtors and creditors of the estate of Leo Joseph V to render their demands to the undersigned according to law, and all persons indebted to said estate are requir make immediate payment to the undersigned.

This the 9th day of July, 2012. Port Orange, FL 32127

NOTICE FOR DISCHARGE FROM

OFFICE AND ALL LIABILITY
Probate Court of Towns County RE: Petition of Janet Marie Grassi for Dis-charge as Administrator of the Estate of Mae B. Stamey, Deceased.

To: All known and unknown parties and anyone else, and all and singular the heirs of said decedent, the beneficiaries under the will, and to whom it may concern: This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before July 3, 2012. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court

clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing.

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

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 Barbara L Shirley and James R Shirley to National 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-LARS (\$155.000.00). with interest thereon FIFTY-FIVE THOUSAND AND 0/100 DOL-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 HEREOF The debt secured by said Security Deed has been and is hereby declared due 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 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, 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 mortgage instrument. To the heet knowledge agge 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 2439 Indian Trail, 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. 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 Alabama 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 solely to foreclose the creditor's lien on rea

entitled "Final Plat for Settler's Ridge Phase II" 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

port hereof. Also conveyed is an easement of ingress and egress from Fodder Creek Road to Indian Trail Road and to the prop-erty 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 USED FOR THAT PURPOSE. USED FOR IMAI 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
JPMorgan Chase Bank, N.A, dated April
28, 2010, recorded in Deed Book 473, Page 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 AND 0/100 DOLLARS (\$167,280.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in July, 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, 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 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, in-cluding attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Associa-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 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 assess-ments, liens, encumbrances, zoning ordi-nances, 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 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 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 Harris Johnson & Freedman, LLC 1587 North-east Expressway Atlanta, Georgia 30329

Because of default in the payment of the indebtedness, secured by a Security Deed executed by K Rudy Eller to Mortgage Elec-

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

(770) 234-9181 www.jflegal.com MSP/ng4 7/3/12 Our file no. 1624210-FT20

tronic Registration Systems, Inc. as nominee 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 558 by assign. transferred to Aurora Bank FSB by assign ment; the undersigned, Aurora Bank FSB 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 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 Lot Six (6) of Arrowhead Estates Subdivision containing 0.72 acres as shown on a 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 in-gress and egress over Arrowhead Road and Riverside Drive 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.
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 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, 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 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 puris provided in the aforemention Security Deed. Aurora Bank FSB 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 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 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 Deed dated September 24, 2010, recorded in Deed Book 488, Page 72, Towns 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) Dol-lars, 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 Sale on the first ruesday in only, 2012, the 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 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 access to and from said lots and Upper Bell Creek Road.
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 exities, over, above, under and across the extension of that proposed 18 foot easement shown on said plat of survey to the north-western line of Upper Bell Creek Road. Subject to all matters and conditions as shown on the above referenced plat of

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 inspection of the present any acceptance.

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. 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 COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-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 Pa-tricia L Medaugh to Mortgage Electronic Registration Systems, Inc., dated May 12, 2008, recorded in Deed Book 433, Page 778, Towns County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 499 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 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 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 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 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 tenants and said property is more commonly known as 2458 Oak Knoll 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 personal money judgment against you. /ells Fargo Bank, N.A. as Attorney in Fact for Patricia L Medaugh McCalla Raymer, LLC 1544 Old Alabama Road Roswell, 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., dated 2/16/94, recorded in Plat Book 18, Page 235, Towns County, Georgia records which description on said plat is incorporated basein bursfaces based. The new

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA, 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. By virtue of the power of sale contained in said security deed to Stephens Federal Bank, there will be sold by the undersigned

rated herein by reference hereto. The property is 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 prop-erty is subject to all matters and conditions

erry 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. 51104911 - FT7

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 Section, 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 incorporated 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 nonpayment as required by the note and security that The the best here the said security that The the said the sa deed. The debt having been declared due and payable and remaining unpaid, and the terms in the note and security deed re-

maining 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. 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 comply with Georgia law, O.C.G.A. Section 44-14-162.2, prior to conducting the sale. 44-14-162.2, prior to conducting the sale.

To the best knowledge and belief of the undersigned, equitable title to said property
is now held by John R. Cagle, William H.
Cagle, Wendelene R. Cagle and Darlene P.

The entity with full authority to negotiate.

amend and modify all terms of the mort-gage with the Debtors is Stephens Federal

Bank, 2859 Highway 17 Alt., Toccoa, GA 30577, Phone 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 Ste-phens 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 706-886-7533 Attorney for Stephens Federal Bank T(Jun6.13.20.27)B

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 Rook, 457, Pages 273 16, 2009, in Deed Book 457, Page 372, Towns County, Georgia records, as modi-fied 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 belance util naid: there will be sold by the 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

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 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 in-

discussed by an accurate survey and in-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. 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 ED-

WARDS

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 (700) 632-7923 File No. 7484A-03294 This Law Firm is attempting to col-Lect a Debt. Any information obtained Will be used for that purpose.

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. EDWARDS and SHELBY T. EDWARDS to TOWNS COUNTY BANK N/K/A UNITED COM-MUNITY BANK, dated January 9, 1993, re-corded 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 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 de-scribed property:

All that tract or parcel of land lying and being in Land Lot 283, 18th District, 1st Section, Towns County, Georgia, containing 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 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 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; N 67 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 beginning. 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

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. 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-

taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-

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 COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 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 SHELBY ANN EDWARDS to TOWNS COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated February 16, 1996, recorded February 21, 1996, 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 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 bejon in the 18th Nietrict 1et Section Land ing 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 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 in-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. 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.

TOWNS COUNTY BANK N/K/A UNITED COM-MUNITY BANK, as attorney in Fact for SHELBY ANN ED-WARDS L. Lou Allen 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 LIEGE FOR THAT DIRPOSE

WILL BE USED FOR THAT PURPOSE.

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

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 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 HUN-DRED FOUR THOUSAND AND 0/100 DOL-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 secured by said Security
lead has been and is beyond the clared due 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 nurses of navign the same and all for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PHH Mortgage Corporation, Mailstop SV01, 2001 Leadenhall Rd, Mount Laurel, NJ 08054, 800-750-2518. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Randy A. Tyler and The-resa R. Tyler or a tenant or tenants and said property is more commonly known as 502 Winney Rides Book Hisuycook Coercia 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 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 seekestate and this law Infilm will not be seek-ing 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 Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/ac7 7/3/12 Our file no. 5197712-FT15 EXHIBIT "A" All that tract or pacel of land lying and being in 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 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-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 ref-

COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER

STATE OF GEORGIA

Under and by virtue of the power of sale contained in a Security Deed from JAMES PAUL 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 Security Deed dated Octo-ber 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, 2009, in the original principal amount of One Hundred Forty Eight Thousand One Hundred Seventy

erence plat or of record. The right, if any, of The United States of America to redeem said land within 120 days from the date of

said and 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

will be sold by the undersigned at public outcry to the highest bidder for cash be-fore 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 157 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

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

by Tamrok Associates, Inc., Jon G. Stubble-field, 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 that land him between the worter line. to that land lying between the western line of said tract and the centerline of Laurel Lane (County Road #252), subject to the road right of way.

The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey.
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 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 L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. NA144-00NA5

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed ANY INFORMATION OBTAINED WILL BE executed by Mick C. Youngblood to Mort-USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale gage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, its successors and assigns dated March 25, 2004 in the amount of \$128,000.00, and recorded in Deed Book 299, Page 483; re-recorded at Deed Book 300, Page 294, Towns County, Georgia Records; as last transferred to Aurora Bank, FSB by assignment; the undersigned Aurora Rank FSB. contained in a Security Deed given by Randy A. Tyler and Theresa R. Tyler to Mortgage Electronic Registration Systems, ment; the undersigned, Aurora Bank, FSB 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 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

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

Mill Road, Young Harris, Georgia., together with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, 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 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 Mick C. Youngblood and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the pur-chaser as provided in the aforementioned Security Deed.
Aurora Bank, FSB
Attorney in Fact for
Mick C. Youngblood
McCurdy & Candler, L.L.C.
(404) 373-1612 www.mccurdycandler.com Towns County Herald Publication Dates:06-07-2012, 06-14-2012, Fluint and in Jacks. 30-07-2012, 00-14-2012, 00-21-2012, 06-28-2012
File No. 11-06544 /CONV/cajohnson
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.