# Towns County Herald

Legal Notices for June 27, 2012

2ND DUI CONVICTION NOTICE Name: Jackson Callaway Duckworth

1716 Mathis Road, Hiawassee, GA 30546

Date of Arrest: 2/22/2011 Place of Arrest: Hwy. 339 Young Harris, GA 30582 Disposition of Case: Guilty Plea on 5/25/2012, 12 Months Probation, Serve 10 Days In Jail on 5 Consecutive Weekends,

Towns County Clerk of Superior Court

Pay \$40 per Day Board Fee, \$800 Fine, 300 Hours Community Service Work.

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 according to law, and all persons indebted to said estate are required to make immedi-ate 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

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 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 T(Jun6,13,20,27)B

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 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 11th day of June, 2012. James L. Melton, Personal Representative 464 Kanuga Street Hiawassee, GA 30546

706-896-2666 In compliance with O.C.G.A. 19-15-3d, the Towns County Child Fatality Review Committee is submitting the following:

Annual Report: January 1, 2011 - December

Number of Reports Receive by Committee

for Review: 0 Number of Reports of Death Investigations Reviewed: 0

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 answer 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 Name 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 Peti-tion 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 O.C.G.A. 53-7-41 Notice to Creditors to Render Account; Effect of Failure of Creditors

to Give Notice of Claims The personal representative shall be allowed six months from the date of the qualifications of the first personal repre-sentative to serve in which to ascertain the condition of the estate. Every personal representative shall, within 60 days from the date of qualification, publish a notice directed generally to all of the creditors of the estate to render an account of their demands. The notice shall be published once a week for four weeks in the official newspaper of the county in which the personal representative qualified. Creditors who fail to give notice of claims within three months from the date of publication of the personal representative's last notice shall lose all rights to an equal participation with creditors of equal priority to whom distribution is made before notice of such claims is brought to the personal representative, and they may not hold the personal represen-tative liable for a misappropriation of the funds. If however, there are assets in the hands of the personal representative suf-ficient to pay such debts and if no claims of greater priority are unpaid, the assets shall be thus appointed notwithstanding failure to give notice. l acknowledge that I have been made aware

and have received a copy of the above law. I further acknowledge and understand that it is my responsibility and obligation to comply with the above This 16th day of June, 2012 Joseph Bent Harold Personal Representative

STATE OF GEORGIA, COUNTY OF TOWNS NOTICE OF JUDICIAL SALE "CAVEAT EMPTOR"

STATE OF GEORGIA, COUNTY OF TOWNS, NOTICE OF JUDICIAL SALE "CAVEAT EMP-TOR" in the City of Hiawassee, on the Tues, August 7th, 2012 between the hours of 10:00 am and 4:00 pm, there will be sold on the steps of the Towns County Court-house, at 48 River Street, at public cryout, to the highest bidder for cash, the following property:
The Property will be sold subject to all prior

easements, covenants, restrictions, and en-cumbrances of record. The aforesaid Prop-erty, or a portion thereof, may be possessed by Mary & Ray Everett. The Property is being levied on to satisfy the Writ of Fieri Fa-cias (collectively hereinafter referred to as Fi.Fa) and the lien in favor of Citizens South Bank (collectively hereinafter referred to as "Plaintiff in Fi.Fa.) against the Property of Mary and Ray Everett (collectively hereinafter referred to as Defendants in Fi.Fa.). The Fi.Fa. was issued in the Superior Court of Towns County, Georgia, Civil Action No. 2011-SU-CV-68-MM levied on as the Property of Defendant in Fi.Fa., notice of levy and sale having been given to the Defendant in Fi.Fa. as required by law.
"ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 114, 115, 138

and 139 of the 17th District 1st Section of Towns County Georgia and being shown as 5.10 acres, more or less on a plat of survey prepared by Bernard Gregory, County Surveyor, recorded in Plat Book 10, page 197, Towns County, Georgia records, said Plat being a part hereof and by this reference, incorporated herein." Said property having been found to be in the nossession of the defendants, Mary and Ray Everett, and levied upon as the proper-ty of the defendants in accordance with the

with of Fieri Facias stated above. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens and other superior matters of record, which may affect said property. The sale will be conducted, subject to confirmation, that conducted subject to confirmation that the sale is not prohibited under the United States Bankruptcy Code. The Towns County Sheriff makes no warranties whatsoever as to the above described Property. The Sheriff reserves the right to reject any and all bids made, regardless of the amount, for the purchase of the above described Property. Purchaser shall pay all costs in connection

#### **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 National City Mortrague, a division of National

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-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 because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (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 mort. amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Barbara L Shirley and James R Shirley or a tenant or tenants and said property is more commonly known as 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 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 II" by Landtech Services, Inc., dated October 1, 2003 and recorded in Plat Book 30, Pages 240-241 of Towns County Georgia Records. Description on said plat is incorporated herein by reference and made a part hereof. Also conveyed is an easement of ingress and egress from Fodder Creek

# GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.

**NOTICE OF SALE UNDER POWER** 

ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale

Road to Indian Trail Road and to the prop-

erty herein conveyed. MR/dmo 7/3/12 Our file no. 5433412 - FT8

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 0/1400 DOLLARS (2167 380 00) with 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 here with is a non-exclusive perpetual easement for ingress, egress and utilities along Red Bud Lane as shown on the above refer-enced 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 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 JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure. 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 ordinances, restrictions, covenants, and mat-ters 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 tenants and said property is more commonly known as 223 Red Bud Lane, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance LLC as Attorney in Fact for David J. Harris and Kelly Wynn Har-ris Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ng4 7/3/12 Our file no. 1624210-FT20

### 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, 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 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 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 as shown on that plat recorded in Plat Book 16, Page 52, Towns County records.

The property is subject to the Restrictions 16, Page 52, IOWIS COUNT 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

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 security Notice has been given of intention to col-

received the seeing users 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 undersignal will because a dead to the new terms. undersigned will execute a deed to the pur-chaser as provided in the aforementioned Security Deed. Aurora Bank FSB Attorney in Fact for K Rudy Eller

McCurdy & Candler, L.L.C. (404) 373-1612 (404) 373-1012 www.mccourdycandler.com Towns County Herald Publication Dates:06-07-2012, 06-14-2012, FIGURE 2012, 06-28-2012
File No. 11-18855 /CONV/kjenrette
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.

Y LIMB 12 OF THAT PURP 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 RICHARD

STATE OF GEORGIA

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 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 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 of that proposed 18 foot easement shown on said plat of survey to the northwestern 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 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 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

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 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 last transferred to Wells Fargo Bank, 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 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 remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: 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, Hiawasse subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for 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., dated 2/16/94, recorded in Plat Book 18, Page 235, Towns County, Georgia records which description on said plat is incorpo-

rated herein by reference hereto. The prop-erty 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 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. 51104911 - FT7

#### NOTICE OF SALE UNDER POWER 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 herein-after described.

By virtue of the power of sale contained 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 legal 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

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
Not Road & Born 1, Thus Court Boordia 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 re-

corded 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 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. 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 ease-ments and/or restrictive covenants appear-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 undersigned, 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.

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 706-886-7533

Attorney for Stephens Federal Bank 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 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 be-ing 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 inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

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

THIS LAW FIRM IS ATTEMPTING TO COL-LECT 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. EDWARDS and SHELBY T. EDWARDS to TOWNS COUNTY BANK N/K/A UNITED COM-MUNITY 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 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, 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 leaving Hiawassee River N 86 W 106 feet; S 2W 36 feet; S 61 W 32 feet; S 37 # 50 W 67 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 50 W 56 feet; N 74 E 73 feet N 68 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 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,

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-MUNITY BANK, as attorney in Fact for DAN P. EDWARDS and SHELBY T. EDWARDS Stites & Harbison, PLLC

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.

11 Mountain Street, Suite 8

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 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 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. 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 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 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 ten-TOWNS COUNTY BANK N/K/A UNITED COM-MUNITY 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 File No. 7484A-03296 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 Randy A. Tyler and Theresa R. Tyler to **NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY** 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 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 af-ter-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 as set forth treefit, titler will be soul 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 HEREOE The debt secured by said Security. HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in 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 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 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 with all fixtures and other personal prop-erty conveyed by said deed. The sale will be held subject to any unpaid 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 Kimsey Ridge Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not pro-hibited 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 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 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 Subdi-vision, prepared by Northstar Land Survey-

ing, Inc., Registered Surveyor, dated Febru-ary 22, 2004, and recorded in Plat Book 34, Page 203, Towns County, Georgia records

which survey in incorporated herein by ref-erence 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 re-

corded in Deed Book 337, Pages 785-789 Towns County records. Subject to any and

all easements as shown on the above ref-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 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

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 JAMES
PAUL JONES and CAROL FAYE JONES to
Nantahala Bank & Trust Company, dated
October 26, 2006 recorded November 1 October 26, 2006, recorded November 1, 2006, in Deed Book 388, Page 242, Towns County, Georgia records, as modified by

STATE OF GEORGIA

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 One and 22/100 (\$148,171.22) Dollars, with interest from date at a rate per cent per an-num on the unpaid balance until paid; there 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 follow-ing described property:
All that tract or parcel of land lying and be-ing in the 18th District, 1st Section, Land Lot 157 of Towns County, Georgia, contain-ing 1.019 acres, and being more particular-ty described as Tract 1 as shown on a late ly described as Tract 1, as shown on a plat of survey for Edwin D. Gilliland, prepared 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 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 in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security To the best knowledge and belief of the undersigned, the party in possession of the property is JAMES PAUL JONES and CAROL FAYE JONES or a tenant or tenants.

NANTAHALA BANK & TRUST COMPANY, CONTRACT COMPANY, CONTRACT COMPANY, CONTRACT COMPANY, CONTRACT COMPANY, CONTRACT COMPANY, CONTRACT C

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 T(Jun6,13,20,27)B

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Mick C. Youngblood to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, its successors and assigns dated March 25, 2004 in the amount of \$128,000.00, and recorded in Deed Book 299, Page 483; re-recorded at Deed Book 300, Page 294, Towns County, Georgia Records; as last transferred to 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 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 which has the property address of 6097 Mill Road, Young Harris, Georgia., together

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

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Notice has been given of intention to col-lect attorneys' fees in accordance with the

terms of the note secured by said deed. 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, 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. T(Jun6,13,20,27)B