# **Towns County Herald**

**Legal Notices for July 17, 2013** 

#### NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Cecelia R. Bibby

IN THE JUVENILE COURT

B.D., DOB: 04/02/1999, Sex: Female

A Child Under the Age of Eighteen Case No. 139-13J-17A

NOTICE OF DEPRIVATION HEARING

TO: Janelle Gibson, Temporary Guardian/ Paternal Grandmother of the Above-Named

By Order for Service by Publication dated the 4th day of June, 2013, you are hereby notified that on the 30th day of May, 2013, the Towns County Department of Family and Children Services, Georgia Department

of Human Services, filed a Petition for Tem-

porary Custody (Deprivation) against you as to the above-named child alleging the

child remains deprived. You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant Attorney Gen-

eral Stephany L. Zaic, an answer in writing within sixty (60) days of the date of the Or-der for Service by Publication.

der for Service by Publication.
This Court will conduct a provisional hearing upon the allegations of the Petition and enter an interlocutory order of disposition pursuant to O.C.G.A. § 15-11-39.2 on the 16th day of July, 2013, at 9:30 a.m., at the Towns County Courthouse, Hiawassee, Georgia. Parties to this auction are required to appear and asswer the allegations of

to appear and answer the allegations of this Petition at the provisional hearing. The

findings of fact and orders of disposition made pursuant to the provisional hearing will become final at the final hearing unless

you appear at the final hearing. The child shall appear personally before this Court at the provisional hearing.

This Court will conduct a final hearing upon

the allegations of the Petition and enter an order of disposition on the 13th day of Au-

gust, 2013 at 9:30 a.m. at the Towns County Courthouse, Hiawassee, Georgia. The child and other parties involved may

be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and hire your own lawyer.

If you want to hire a lawyer, please contact your lawyer immediately. If you want a law-yer but are not able to hire a lawyer without

undue financial hardship, you may ask for a lawyer to be appointed to represent you. The Court would inquire into your financial

circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed to represent you.

If you want a lawyer appointed to represent you, you must let the Court or the officer of this Court handling this case know that you

want a lawyer immediately.
Witness, the Honorable Gerald Bruce, Judge of said Court, this the 4th day of June,

and all Liability)
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF Earl C. Hunter and Steve
G. Hunter FOR DISCHARGE AS Executors

OF THE ESTATE OF Leota Hunter Hamilton,

DECEASED.

TO: Connie Ann Steinberg, a beneficiary under the Will of Letoa Hunter Hamilton:
This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before July 29, 2013.

BE NOTIFIED FURTHER: All objections to the petition must be in writing setting forth 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. Hon. David Rogers PROBATE JUDGE

By: Kerry L. Berrong PROBATE CLERK/DEPUTY CLERK 48 River St. Suite C

Calvin James Hooper, DECEASED ESTATE NO. 2013-51

NOTICE OF PETITION TO FILE FOR YEAR'S

The netition of Louise H. Hooner, for a year's

support from the estate of Calvin James

Hooper, deceased, for decedent's surviving spouse, having been duly filed all inter-

ested persons are hereby notified to show cause, if any they have, on or before August 5, 2013, why said petition should not be

granted. All objections to the petition must be in writing, setting forth the grounds of any

such objections, and must be filed on or before the time stated in the preceding

sentence. All pleadings/objections must be

sentence. An ineamings/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 provised for the provined for the provised fo

ber for the required amount filing fees. If

any objections are filed, a hearing will be scheduled at a later date. If no objections

are filed the Petition may be granted with-

NOTICE OF INTENT TO INCORPORATE
Notice is given that Articles of Incorporation for T&S Body, Shop, Inc. will be delivered to the Secretary of State for filing
in accordance with the Georgia Business

Corporation Code. The initial registered of-fice of the Corporation will be located at 71 Gumlog Road, Young Harris, GA 30582, and

its registered agent at such address is Terry

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Mick C. Youngblood to Mort-

gage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors

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; recorded at Deed Book 300, Page 294,

Towns County, Georgia Records; as last transferred to Nationstar Mortgage LLC by

assignment; the undersigned, Nationsta

Mortgage LLC 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 August, 2013 , 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 de-

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 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 attached to the Warranty Deed

recorded at Deed Book 176, Page 772. The property is conveyed subject to the power line easement to Blue Ridge Mountain Elec-

tric 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 with all fixtures and other personal property

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

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-lect attorneys' fees in accordance with the terms of the note secured by said deed.

Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and

telephone number of the individual or entity who shall have full authority to negotiate amend, and modify all terms of the Secu-

rity Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-

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

Towns County neralu Publication Dates: 07-10-2013, 07-17-2013, 07-24-2013, 07-31-2013 File No. 11-06544 /CONV/ajackson

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

Nationstar Mortgage LLC

Attorney in Fact for Mick C. Youngblood McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com Towns County Herald

**BE USED FOR THAT PURPOSE.** 

conveyed by said deed

which may affect said property.

scribed in said deed to-wit:

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

out a hearing. 48 River St. Suite C

Hiawassee, GA 30546 706-896-3467 TELEPHONE NUMBER

David Rogers
PROBATE JUDGE

T(Jul10,17,24,31)B

T(Jul17,24,31,Aug7)B

By: Kerry L. Berrond

CLERK OF THE PROBATE COURT

ADDRESS

ADDRESS

Hiawassee, GA 30546 706-896-3467 TELEPHONE NUMBER

IN THE PROBATE COURT

COUNTY OF TOWNS STATE OF GEORGIA

IN RE: ESTATE OF

Honorable Gerald Bruce Judge, Juvenile Court

Towns County, Georgia Enotah Judicial Circuit T(Jun26,Jul3,10,17)P

(For Discharge from Office

OF TOWNS COUNTY STATE OF GEORGIA

In the interest of:

All creditors of the estate of Cecelia R. Bibby, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment

to the undersigned. This the 21st day of June, 2013 Patricia A. Queen, Personal Representative PO Box 841, McCaysville, GA 30555 706-492-4997

#### NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Alan Wayne Minette All creditors of the estate of Alan Wayne Minette, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 21st day of June, 2013 Michael A. Minette Personal Representative PO Box 854, Young Harris, GA 30582 706-851-9366

T(Jun26, Jul3, 10, 17)P NOTICE TO DEBTORS AND CREDITORS

COUNTY OF TOWNS RE: Estate of Claude Raymond Nicholson All creditors of the estate of Claude Raymond Nicholson, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 19th day of June, 2013 Rodney Nicholson, Personal Representative

2556 Ruby Road, Hiawassee, GA 30546 706-994-2457

STATE OF GEORGIA

### RE: ESTATE OF Karen Lynn Vaughn

**NOTICE TO CREDITORS AND DEBTORS** 

All creditors of the estate of Karen Lynn Vaughn, deceased of Towns County, Hia-wassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This 25th day of June, 2013. Kimberly A. Lansford Personal Representative 190 Walker Road Wayne, PA 19087 610-688-2966

NOTICE TO CREDITORS AND DEBTORS

RE: ESTATE OF EARNEY BURRELL All creditors of the estate of EARNEY BUR-RELL, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned ac-cording to law; and all persons indebted to said estate are required to make immedi-ate payment to the undersigned. This 24th day of June, 2013. Cynthia Sue Ragsdale 125 Parkside Drive Fayetteville, Georgia 30214

**NOTICE TO DEBTORS AND CREDITORS** All creditors of the Estate of Lois Marilyn Haines, late of Towns County, Georgia de-ceased, are hereby notified to render in their demands to the undersigned accord-ing to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 24th day of June, 2013. Bruce L. Ferguson, Attorney for Walter I Haines Executor of the Estate of Lois Marilyn Haines

Hiawassee, GA 30546 T(Jul3,10,17,24)B NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA

COUNTY OF TOWNS

COUNTY OF TOWNS

RE: ESTATE OF Lucy Maria Brana All creditors of the estate of Lucy Maria

Brana, deceased of Towns County, Hiawas-see, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immedi-ate payment to the undersigned. This 1st day of July, 2013. Glenn William Hornor 2061 Eagle Ridge Drive T(Jul10,17,24,31)B **NOTICE TO CREDITORS AND DEBTORS** STATE OF GEORGIA

RE: ESTATE OF Jerry Lee Sanders All creditors of the estate of Jerry Lee Sanders, deceased of Towns County, Hia-wassee, Georgia are hereby notified to render in their demands to the undersigned

according to law; and all persons indebted to said estate are required to make imme-diate payment to the Executor. This 16th day of July, 2013. Amy Oleta Sanders, Executor 1477 Ada Lane Hiawassee, GA 30546 NOTICE (For Discharge from Office and all Liability) PROBATE COURT OF TOWNS COUNTY

RE: PETITION OF Tommy Gibson FOR DIS-CHARGE AS Administrator OF THE ESTATE OF Barnett Gibson, DECEASED. TO: Tedra Savage and all interested parties and (all and singular the heirs of said de-

and (an and singular lite leafs of said de-cedent,) (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 22, 2013. BE NOTIFIED FURTHER: All objections to the patition must be in writing setting forth 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: Kerry L. Berrong
PROBATE CLERK/DEPUTY CLERK

awassee, GA 30546 TELEPHONE NUMBER IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA IN RE: Estate of Donald Chesebro,

48 River St. Suite C

ADDRESS

NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT The petition of Ruthanne Chesebro, for a

year's support from the estate of Donald Chesebro, deceased, for decedent's surviving spouse, having been duly filed all interested persons are hereby notified to show cause, if any they have, on or before July 31, 2013, why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be

signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.
David Rogers, Probate Judge By: Bonnie Sue Dixon, Clerk of the Probate Court 48 River Street, Suite C

T(Jul3.10.17.24)B IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA IN RE: ESTATE OF Donald Louis Smith, DECEASED ESTATE NO. 2013-42

Hiawassee, GA 30546

NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT The petition of Marianne Smith, for a year's support from the estate of Donald Louis Smith, deceased, for decedent's surviving spouse, having been duly filed all inter-ested persons are hereby notified to show cause, if any they have, on or before July 22, 2013, why said petition should not be

granted.
All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel

at the following address/telephone num-ber for the required amount 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. 48 River St. Suite C ADDRESS Hiawassee, GA 30546 706-896-3467 . 55-550-5407 TELEPHONE NUMBER David Rogers PROBATE JUDGE By: Kerry L. Berrong Clerk of the probate court

## NOTICE OF SALE UNDER POWER

COUNTY OF TOWNS
Under and by virtue of the power of sale contained in that certain Security Deed ("Security Deed") executed by James M. McCarter and Tonya C. McCarter in favor of Community Bank and Trust dated April 2009, recorded at Deed Book 453, Pages 495-500 of the Towns County Deed Records, and assigned pursuant to that Transfer and Assignment of Deed to Secure Debt from FDIC, in its capacity as Receiver for Community Bank & Trust, to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded at Deed Book 489, Pages 41-48 of the aforesaid records, modified [DATE], recorded at Deed Book [NUMBER], page [NUMBER] of the [COUNTY] County, Georgia Deed Records,the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in Au-gust, that being August 6, 2013, the following described property:

All that tract or parcel of land lying and being in District 17, Section 1, Land Lot 35, Towns County, Georgia, and being shown as Tract 2, containing 1.511 acres, more or less, on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Gary Kendall, Registered Surveyor, dated Octo-ber 27, 2001, as revised March 7, 2003 and recorded in Plat Book 30, Page 55, in the Office of the Clerk of the Superior Court of Towns County, GA, said plat being incorpo-rated by reference herein.

Also conveyed is a perpetual, non-exclusive twenty (20') foot in width road easement (to run over, across, through, and under said easement) for the purpose of ingress and egress to and from said Tract Two (2) and Hogsed Road and for the purpose of placing utilities within said twenty (20') foot utility easement as shown on plat of sur-vey. The road/utility easement referenced above shall be binding on the party of the first part and party of the second part, their successors in title, heirs and assigns. Subject to that easement to Russell Mashburn as recorded in Deed Book 366, page 515 of Towns County, GA records.

All that tract or parcel of land situate, lying and being in Section 1, District 17, Land

Lot 35, Towns County, Georgia, containing 1.507 acres, more or less, and being shown as Tract One (1) on a plat of survey entitled

"Survey for Willis Garrett & Russell Mash-burn" by Northstar Land Surveying, Inc., W. Gary Kendall, Registered Surveyor, dated October 27, 2001, as revised March 7, 2003 and recorded in Plat Book 30, page 55 in the Office of the Clerk of the Superior Court of Towns County, Georgia, said plat being incorporated by reference herein. Also conveyed herewith is a non-exclusive perpetual easement for ingress and egress and utilities (to run over, across, through, and under) said easement from Hogsed Road to the above described property along the twenty (20') foot road easement area as shown on the above referenced plat until said road easement reaches Tract 2, and then across Tract 2 as more fully described in that certain Deed of Easement between Timothy J. Swartz and Rhonda L. Swartz, (parties of the first part) and Russell Mashburn (party of the second part), as recorded

Property is conveyed subject to all matters as shown on the above referenced plat of survey. The debt secured by said Security Deed

in Deed Book 366, page 515, Towns County, Georgia Records. The Road/Utility Ease-ment referenced above shall be binding on

the part of the first part and party of the second part, their successors in title, heirs

ine dent secured by said Security Deed is evidenced by a promissory note (the "Note"), dated May 17, 2011, in the original principal amount of \$78,532.61, payable, principal and interest from the date thereof shown on said Note on the unpaid balance until paid. Default has occurred in the payment of the debt evidenced by the Note and secured by

the Security Deed as a result of the nonpay-ment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed foreclosable according to its terms. The debt remaining in default, the property will be sold to the highest bidder for cash as the property of James M. McCarter, Jr. and Tonya C. McCarter, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as vided in the Note and the Security Deed said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced a To the best of the undersigned's knowledge and belief, the property is in the possession of James M. McCarter, Jr. and Tonya C. Mc-Carter and will be sold as the property of James M. McCarter, Jr. and Tonya C. Mc-The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.

James M. McCarter, Jr. and Tonya C. Mc-By: SCBT d/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact Hulsey, Oliver & Mahar, LLP

P. O. Box 1457 Gainesville, GA 30503 770-532-6312 ASH/mem/9881/W152684 **GEORGIA. TOWNS COUNTY** NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale

contained in that Deed to Secure Debt from Phillip R. Kelley and Teresa J. Kelley to Community Bank & Trust dated December

Community Bank & Trust dated December 23, 2008, recorded among Towns County, Georgia Records in Deed Book 445, Page 739, held by SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. pursuant to that Purchase and Assumption Agreement among Federal Deposit Insurance Corporation as Receiver of Community Bank & Trust, SCBT, N.A., and the Federal Deposit Insurance Corporation, dated January 29, 2010 and pursuant to Assignment from Federal and pursuant to Assignment from Federal Deposit Insurance Corporation as Receiver of Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday in Au-gust, 2013 by SCBT d/b/a CBT, a Division of SCBT, f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., as Attorney-in-Fact for Phillip R. Kelley and Teresa J. Kelley the following described property: TRACT ONE: All that tract or parcel of land lying and being 0.5 acre, more or less, in Land Lots 161 & 162, District 18, Section 1, Towns County, Georgia, and being described as follows:

BEGINNING at a point where the Abcove Creek crosses the Billy Garrett property line; thence 4 courses and distances with Abcove Creek as follows: North 12 degrees 4' West 138.3 feet to point #1; North 33 de-grees 40' West 61.7 feet to point #2; North 22 degrees 40' East 38.5 feet to point #3; North 5 degrees West 62.2 feet to point #4; thence South 60 degrees 30' West 26.8 feet to point #5; thence with an old road South 16 degrees West 262 feet to point #6; thence South 82 degrees 30' East 154.3 feet to the point of beginning. Said description being shown on a plat of survey made by B. Gregory, dated September 21, 1967. TRACT TWO: All that tract or parcel of land lying and being in the 18th District, First Section, part of Land Lots 161 and 162, bounded as fol-

BEGINNING on an iron stake at the Ray Mashburn line and running a North di-rection to an iron pipe, 210 feet; thence a Northwest direction 210 feet to an iron peg; thence a South direction 210 feet to an iron peg; thence an East direction 210 feet to the point of Beginning. Containing one (1) acre This property has a water right across the Foster (Adam L.) property to the said above

described property as recorded in a deed from Adam L. Foster to William K. Garrett, dated August 31, 1970. This property also has a road right of way of sixteen (16) feet, between said Adam L. Foster property and the above described property. 1980 Redman Flamingo 12 x 56 mobile home located at 1405 Abe Cove Road, Hia-

wassee, Georgia, 30546.
The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of said indebtedness, among other possible events of default, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees

The property will be sold subject to the fol-(1) all prior restrictive covenants. ease-

(notice having been given as provided by

ments, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and pavable or not yet due and payable: and (6) matters of record superior to the security deed first set out above.

The entity with full authority to negotiate, amend and modify all terms of the mortgage with Debtor is SCBT d/b/a CBT, a Division of SCBT, 448 North Main Street, Cornelia, Georgia, 30531; phone number 706-776-5107.

and belief, the parties in possession are Phillip R. Kelley and Teresa J. Kelley or a tenant or tenants. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Deed to Secure Debt. SCBT d/b/a CBT. a Division of SCBT. f/k/a

To the best of the undersigned's knowledge

SCBT d/b/a CBT, a Division of SCBT, f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-fact for Phillip R. Kelley and Teresa J. Kelley.

This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.

M Kaith York Kimzey, Kimzey & York P. O. Box 38 Cornelia, GA 30531 (706) 778-6823

#### NOTICE OF SALE UNDER POWER **COUNTY OF TOWNS** Because of a default in the payment of the

indebtedness secured by that certain Security Deed, dated April 28, 2006, executed by Harvey L. Windsor, Jr. and Rachel T. Windsor to Mortgage Electronic Registration Systems, Inc. as nominee for United Com-munity Mortgage Services, Inc., recorded in Deed Book 370, Page 420, Towns County, Georgia Deed Records, and securing a Note in the original principal amount of \$119,000.00, said Security Deed last having been assigned to Green Tree Servicing LLC, the current holder thereof, has declared the entire amount of said indebtedness evidenced by the Note immediately due and payable and, pursuant to the power of sale contained in said Security Deed, will, on the first Tuesday in August, 2013, to-wit: August 6, 2013, during the legal hours of sale, before the Towns County Courthouse door, sell at public outcry to the highest bidder for cash, the following described real property:
All that tract or parcel of land lying and being in Land Lot 136, 17th District, 1st

Section, Towns County, Georgia, containing 1.10 acres, and being Lot Thirty-Six (36) of Brasstown Creek Estates, as shown on a plat of survey by George W. O'Neill, #1142, dated March 22, 1974, recorded in Plat Book 3, Page 105 Towns County records, which description on said plat is incorporated herein by reference and made a part

The property is subject to the restrictions of record pertaining to Brasstown Creek Estates as recorded in Deed Book 52, pages 354-356 Towns County records. Subject to any easements, restrictions and rights of way of record. The aforedescribed real property is also known as 5946 Brasstown Creek Estates, Young Harris, GA 30582, according to the present system of numbering houses in Towns County, Georgia. This 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 as to the amount and status of the loan with the holder of the Security Deed, including but not limited to, a determination that the borrower has not reinstated the loan prior to the foreclosure sale. The name, address and telephone number of the individual or entity with full authority to negotiate, amend and modify all terms of the Note and Security Deed is Green Tree

Servicing LLC, Attn: Loss Mitigation, 7360 S. Kyrene Road, Mail Stop P-214, Tempe, AZ 85283. The telephone number is (877) 337-4141. The fax number is (877) 265-9717. Said real property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the real property, any assectments liens genumbrances against sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Upon information and belief, said real property is presently in the possession or control of Harvey L. Windsor, Jr. and Rachel T. Windsor and the proceeds of said sale will be applied to the payment of said indebtedness and all the expenses of said sale, including attorney's fees, all as pro-vided in said Security Deed and the excess proceeds, if any, will be distributed as pro-

Green Tree Servicing LLC
as Attorney-in-Fact for
HARVEY L. WINDSOR, JR. and RACHEL T. MAKKEY L. WINDSOR, JR. and MAC-WINDSOR David W. Adams, Esquire Ellis, Painter, Ratterree & Adams LLP 2 East Bryan Street, Suite 1001 Savannah, Georgia 31401

(912) 233-9700
THIS LAW FIRM MAY BE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **NOTICE OF SALE UNDER POWER** 

STATE OF GEORGIA COUNTY OF TOWNS

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Jacob Turner to Mortgage Electronic Registration Systems, Inc. as nominee for USAA Federal Savings Bank, and its successors and assigns. dated July 9, 2010, and recorded in Deed Book 477, Page 290, Towns County Records, said Se-curity Deed having been last sold, assigned, transferred and conveyed to PHH Mortgage Corporation, by Assignment, securing a Note in the original principal amount of \$125,133.00, the holder thereof pursuant to said Deed and Note thereby secured has clared 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, August 6, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at pub-lic outcry to the highest bidder for cash, the property described in said Deed, to-wit:
All that tract or parcel of land with improvements thereon lying and being in Land Lot 159, 18th District, 1st Section, Towns County, Georgia, shown as Tract 1 containing 0.752 acres, more or less, as containing 0.732 acres, more or less, as more particularly shown and described on a plat of survey by Northstar Surveying & Mapping, Inc., dated 8/30/05, recorded in Plat Book 35, Page 190, Towns County Records, reference is made to said plat for a full and complete description of the property conveyed herein erty conveyed herein. Said property is known as 1535 Bugscuffle Road, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property,

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to

the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.

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 secured creditor. The property is or may be in the possession of Jacob Turner, successor in interest or tenant(s). PHH Mortgage Corporation as Attorney-in-Fact for Jacob Turner File no. 13-040668 SHAPIRO, SWERTFEGER & HASTY, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100

Attainta, GA 30341-3941 (770) 220-2535/CH www.swertfeger.net \*\*LE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. 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.

Atlanta, GA 30341-3941

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 Glover Berrong to Mortgage Electronic

Registration Systems, Inc., dated June 23, 2012, recorded in Deed Book 516, Page 290, Towns County, Georgia Records, as last transferred to Urban Financial Group, Inc. by assignment recorded in Deed Book 533, Page 708, Towns County, Georgia Records, conveying the affect described Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY-SEVEN THOUSAND AND 0/100 DOLLARS (\$237,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in August, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO 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 Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Urban Financial Group, Inc. is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: CeLink, 3900 Capital City Blvd, Lansing, MI 48906, 800-761-0073. To the best knowledge and belief of the undersigned, the party in pos-session of the property is Glover Berrong or a tenant or tenants and said property is more commonly known as 2055 Knob 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 confir-mation and audit of the status of the loan with the holder of the security deed. Urban Financial Group, Inc. as Attorney in Fact for Glover Berrong McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/pxs 8/6/13 Our file no. 5465213-FT17 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 35, 18th District, 1st Section, Towns County, Georgia, containing 1.88 acres, as shown on a plat of survey by Tamrok Engineering, Inc., dated November 3, 1989, recorded in Plat Book 13 page 181 Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The property

is conveyed subject to the road easement as shown on the plat. Less and Except: All that tract or parcel of land lying and being in Land Lot 35 of the 18th District, 1st Section, Towns County, Georgia, contain-ing 0.86 acres, more or less, as depicted on a plat of survey prepared by Timothy P. Cable, R.L.S. # 2582, on May 3, 1996, and being recorded in Plat Book 19, Page 78, Towns County Superior Court records. Said property is more particularly described as follows: Beginning at the intersection of the centerlines of Bell Creek Road (GA. Hwy. 75) and Knob Lane, running S. 15 14' 35" W 242.87 feet to a point located on the centerline of Knob Lane (Knob Lane being a 10-foot gravel road at this location), which point is the True Point of Beginning; Thence running along said centerline of Knob Road the following courses and distances: S 18 degrees 44 minutes 28 seconds W 19.13 feet; S 21 degrees 37 minutes 11 sec-onds W 2.97 feet to a point; Thence S. 71 degrees 05 minutes 18 seconds W 380.65 feet to a rock found (13"L x 5"W x 17"H); Thence N 25 degrees 38 minutes 13 sec-onds E 292.80 feet to a 4-inch pipe with cap; Thence S 75 degrees 45 minutes 08 seconds E 40.96 feet to an axle; Thence S 75 degrees 45 minutes 08 seconds E 40.65 75 degrees 45 minutes 08 seconds £ 40.65 feet to an iron pin set; Thence 5 25 degrees 38 minutes 13 seconds W 92.16 feet to an iron pin set; Thence S 87 degrees 28 minutes 02 seconds £ 221.41 feet to the True Point of Beginning. Property Address: 2055 Knob Lane, Hiawassee, Georgia 30546 Tax ID/Parcel No.: 0041C040 MR/pxs 8/6/13 Our file no 5465213 - FTI

file no. 5465213 - FT17 T(Jul10,17,24,31)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 DIANE

contained in a Security Deed from DIANE
H. RIDNICKI to UNITED COMMUNITY BANK,
dated May 8, 2007, recorded May 8, 2007,
in Deed Book 404, Page 813, Towns County,
Georgia records, as modified by Modification of Security Deed dated June 1, 2010, recorded in Deed Book 476, Page 187, Towns County, Georgia records, said Security Deed being given to secure a Note from DIANE H. RUDNICKI dated June 1, 2010, in the original principal amount of Sixty Five Thousand Five Hundred Seventy One and 00(100 (SE 571 00) Dellars as modified 00/100 (\$65,571.00) Dollars, as modified, 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 August, 2013, the following described property:

All that tract or parcel of land lying and being in Land Lot 142, 17th District, 1st Section, Towns County, Georgia, and being Lot 27, containing 1.030 acres, of Overlook at Young Harris, Phase Two, and being more particularly described on plat of survey done by Southern Geosystems, Ltd. Dated 9/19/06 and filed and recorded at Plat Book 37, Pages 53-57, Towns County, Georgia records. Said plat being incorporated herein The property is conveyed subject to all

matters and conditions shown on the above referenced plat.

The property is conveyed subject to an easement to Blue Ridge Mountain EMC as recorded at Deed Book 319, Pages 711-712, Towns County, Georgia records.

The property is conveyed together with and subject to Restrictions, Limitation and Covenants of The Overlook at Young Harris as filed and recorded at Deed Book 402. Pages 762-784, Towns County, Georgia records.

Also conveyed herewith is a perpetual, non-exclusive easement for ingress, egress and utilities over and across the subdivi-sion roads to reach the public road. Grantor herein retains a perpetual, non-exclusive easement for ingress, egress, access, repairs and maintenance of the subdivision water facilities and shed cur-rently located in the northeastern corner of the above described lot. the above described lot.

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

To the best knowledge and belief of the undersigned, the party in possession of the property is DIANE H. RUDNICKI or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for DIANE H. RUDNICKI L. Lou Allen

Stites & Harbison, PLLC 520 West Main Street 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 748A4-03514 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 DOUG-LAS STOWERS to TOWNS COUNTY BANK NK/A UNITED COMMUNITY BANK, dated June 11, 2001, recorded June 12, 2001, in Deed Book 220, Page 573, Towns County, Security Records as lest modified by Modified County Georgia records, as last modified by Modification of Security Deed dated February 2, 2011, recorded in Deed Book 489, Page 284, Towns County, Georgia records, said Security Deed being given to secure a Note from DOUGLAS STOWERS dated February 2, 2011, in the original principal amount of Sixty Seven Thousand Seven Hundred Ninety Six and 21/100 (\$67,796.21) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outery 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 August, 2013, the following described property:

All that tract or parcel of land lying and being in Land Lot 220, 18th District Let being in Land Lot 229, 18th District, 1st Towns County, Georgia, contain ing 0.655 acres, more or less, and being shown as Tract Two (2) on a plat of survey by Tamrok Associates, Inc., dated Septem-ber 28, 1995, recorded in Plat Book 19 page

8 Towns County records which description on said plat is incorporated herein by reference and made a part hereof. Subject to all matters and conditions as shown on above referenced plat of survey. The property is conveyed subject to the 30 foot easement as shown on the southern The property is restricted to a single family dwelling only and is restricted against mobile homes.

The grantor grants to grantee a perpetual easement across 30 feet of the southwest tip of Tract #3 as shown on said plat. The grantee shall be allowed to install an underground overflow pipe on said easement. 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 number of naving the same

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 DOUGLAS STOWERS or a tenant TOWNS COUNTY BANK N/K/A UNITED COM-

TOWNS COUNTY BANK N/N/A UNITED COM-MUNITY BANK, as attorney in Fact for DOUGLAS STOWERS L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03508 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED

WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER. TOWNS COUNTY Pursuant to the Power of Sale contained in a Security Deed given by Jeffery Holden and Amanda Holden to Mortgage Electronic Registration Systems, Inc. as nominee for

Countrywide Bank, FSB dated 1/9/2009 and recorded in Deed Book 448 Page 179, TOWNS County, Georgia records; as last transferred to BANK OF AMERICA, N.A., conveying the after-described property to secure a Note in the original principal amount of \$ 126,316.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Court-house door of TOWNS County, Georgia, within the legal hours of sale on August 06, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA CONTAINING 0.095 ACRE., MORE OR LESS, AND BEING SHOWN AS PARCEL ONE (1) ON A PLAT OF SURVEY BY PATTERSON & DE-

WAR ENGINEERS, INC., DATED MARCH 12, 2002 RECORDED IN PLAT BOOK 27 PAGE 266 TOWNS COUNTY RECORDS WHICH DE-SCRIPTION ON SAID PLAT IS INCORPORAT-ED HEREIN BY REFERENCE. PARCEL ID #: 0008 064B 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 is commonly known as 1040 Soshayma Lane, Young Harris, GA 30582-2016 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Jeffery Holden and Amanda Holden or tenant or tenants. Bank of America is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established Bank of America Home Loan Assistance Dept. 7105 Corporate Drive Plano, TX 75024 (800) 846-2222 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-

ing taxes which are a lien, but not yet due and payable), (b) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of

any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13 172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until

final confirmation and audit of the status of the loan as provided immediately above.
BANK OF AMERICA, N.A. as agent and Attorney in Fact for Jeffery Holden and Amanda Holden Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1016-6674977884

STATE OF GEORGIA

TOWNS COUNTY NOTICE OF SALE UNDER POWER By virtue of the power of sale contained in that certain Deed to Secure Debt from JAMES M. DICKERT, JR. AND AMANDA DICKERT to JAMES F. CONSTANZER in the original principal amount of \$82,900.00, secured by Deed to Secure Debt dated November \_\_, 2009 recorded in Deed Book 465, Pages 352-356, Towns County, Georgia records, property located at 1800 Brad Road, Hiawassee, Georgia 30546, said Deed to Secure Debt having been given to secure to Secure Debt having been given to secure a Note dated November 6, 2009 in the origi-nal principal sum of Eighty Two Thousand Nine Hundred Dollars (\$82,900.00), with interest from date at the rate stated in said Note 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 August, 2013, the following described property:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 197, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA CONTAINING 0.51 ACRES AS

GEORGIA CONTAINING 0.51 ACRES, AS SHOWN ON A PLAT OF SURVEY BY TAM-ROK ENGINEERING, INC., DATED 7/5/93, RECORDED IN PLAT BOOK 18, PAGE 37 TOWNS COUNTY, GEORGIA RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE. THE PROPERTY IS CONVEYED SUBJECT TO THE ROAD RIGHT OF WAY AS SHOWN ON SAID PLAT. THE GRANTOR GRANTS TO GRANTEE A PER-PETUAL NON-EXCLUSIVE EASEMENT TO THE

ABOVE DESCRIBED PROPERTY. SAID EASE-

MENT IS TO RUN FROM GEORGIA STATE ROAD #75 AND ALONG THE EXISTING ROAD.

The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events

of default, non-payment of the monthly installments of 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 pur-pose 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. 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 JAMES M. DICKERT, JR. AND AMANDA DICKERT or a tenant or tenants.

JAMES F. CONSTANZER, As Attorney in Fact for JAMES M. DICKERT, JR. AND AMANDA DICKERT Pamela Kendali Floyd Pamela Kendali Floyd, P.C. Post Office Box 1114

POST UTICE BOX 1114
Hiawassee, Georgia 30546
706-896-7070
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Shawn M. Craig to Mortgage Electronic Registration Services, Inc. as nominee for Primary Capital Advi-sors LC dated 12/15/2005 and recorded in

Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 2006-AR2, conveying the after-described property to secure a Note in the original principal amount of \$ 175,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash be-fore the Courthouse door of Towns County, Georgia, within the legal hours of sale on August 06, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property:
All that tract or parcel of land lying and being in Land Lot 6, 17th District, 1st Section, Towns County, Georgia, and being shown as Tract 2 containing 0.569 acres,

Deed Book 356 Page 796, Towns County, Georgia records; as last transferred to U.S. Bank National Association, as Trustee for

more or less as shown on a plat of survey by LandTech Services, Inc., James L. Alex-ander, G.R.L.S. No. 2653, dated January 9, 2004, and recorded in Plat Book 32, Page 200, Towns County records which descrip-tion on said plat is incorporated herein by reference and made a part hereof.
The property is subject to an Eight foot perpetual and exclusive Easement from Sharon B. Dyer a/k/a Sharon Edwards to Centex Home Equity Company, Inc. dated June 30, 2004 as recorded in Deed Book 310, Pages 304-305, Towns County, Georgia The property is subject to an Easement

Agreement from Mildred B. West dated July 19, 2003 for the purpose of ingress and egress as recorded in Deed Book CRP 277, Page 45, Clay County, North Carolina records which easement is also recorded on a plat of survey described in said Agreement and recorded in Plat Cabinet 4, Slide 741, Clay County, North Carolina records.
The property is subject to any Riparian Rights to Brasstown Creek which is the North West property line of subject prop-Subject to any easements, restrictions and rights of way of record.

The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 2689 State Highway 66, Young Harris, GA 30546 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Shawn M. Craig or Wells Fargo Bank, NA is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to es-

tablished guidelines. Wells Fargo Bank, NA Loss Mitigation 3476 Stateview Boulevard Fort Mill, SC 29715 1-800-662-5014 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.

Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due

and payable), (b) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) of the loan with the holder of the Security

Deed. Pursuant to O.C.G.A. Section 9-13-

172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 2006-AR2 as agent and Attorney in Fact for Shawn M. Craig Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-T(Jul10,17,24,31)B