Towns County Herald

Legal Notices for September 12, 2012

NOTICE TO DEBTORS AND CREDITORS TO: All creditors of Martha C. Elliott, late of Towns County, Georgia: On behalf of Martha C. Elliott, now deceased, you are hereby notified, pursuant to O.C.G.A. 53-7-92, to render in your demands to and all persons indebted to said estate to: c/o Kevin Tharpe - Attorney for the Estate

405 Broad Street Gainesville, GA 30501 T(Aug29,Sept5,12,19)P

NOTICE TO DEBTORS AND CREDITORS TO: All creditors of John L. Clements, late of Towns County, Georgia:
On behalf of Martha C. Elliott, now deceased, you are hereby notified, pursuant to O.C.G.A. 53-7-92, to render in your demands to and all persons indebted to said estate to:

John L. Clements c/o Kevin Tharpe - Attorney for the Estate 405 Broad Street Gainesville, GA 30501 T(Aug22,29,Sept5,12)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF Thomas Ray Chastain All creditors of the Estate of Thomas Ray Chastain, late of Towns County, Georgia deceased, 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. This the 29th day of August, 2012. Darlene Hughes, Personal Representative 626 Plottown Road Young Harris, GA 30582 706-379-2385 T(Sept5.12.19.26)B NOTICE TO DEBTORS AND CREDITORS

COUNTY OF TOWNS RE: ESTATE OF Scott William Johnson All creditors of the Estate of Scott William Johnson, late of Towns County, Georgia deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment. This the 21st day of August, 2012.

Clarence Johnson, Personal Representative PO Box 434 Hiawassee, GA 30546 706-970-0195 T(Aug29,Sept5,12,19)B STATE OF GEORGIA **COUNTY OF TOWNS** NOTICE TO DEBTORS AND CREDITORS
RE: ESTATE OF Joseph Steve Bartley All debtors and creditors of the estate of

Joseph Steve Bartley, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Executor.
This the 27th day of August, 2012 Veronica Kidder, Executor 1632 Northgate Road Springfield, OH 45504 IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA IN THE INTEREST OF:

SEBRINA NICOLE BLAINZ DOB: 06-15-1998 SEX: FEMALE A CHILD under eighteen years of age case no. 139-12J-22A NOTICE OF DEPRIVATION HEARING TO: JOHN DOE, putative father of the abovenamed child. CRYSTAL ALMY, mother of the abovenamed child.

By Order for Service by Publication dated the ____ day of August. 2012. von are hereby notified that on the 22nd day of June, 2012, the Towns County Department of Family and Children Services, Georgia Department of Human Services, filed a Petition for Termination of Parental Rights against you as to the above-named child alleging that the child is deprived and that your parental rights to the child should be terminated. You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant Attorney General Alfred Chang, an answer in writing within sixty (60) days of the date of the Order for Service by Publication.
This Court will conduct a final hearing upon the allegations of the Petition for Termina-tion of Parental Rights against you on the 6th day of November, 2012, at 9:30 a.m. at the Union County Courthouse, Blairsville,

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 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 ____ day of August, 2012. Judge Gerald W. Bruce Towns County Juvenile Court **Enotah Judicial Circuit**

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Kirt S Kimsey and Melissa Kimsey to Mortgage Electronic Registration Systems, Inc. as nominee for Cimarron Mortgage Company, its successors and assigns dated December 1, 2006 in the amount of \$103,000.00, and recorded in Deed Book 391, Page 484, Towns County, Georgia Records; as last transferred to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP by assignment; the undersigned, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP 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 October, 2012 , during the legal hours of sale, at the Court-house 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 be-ing in Land Lots 91 and 126, 17th District, 1st Section, Towns County, Georgia, con-taining 2.030 acres, more or less, as shown on a plat of survey by Northstar Land Surveying, Inc., W. Gary Kendall, R.S. #2788, dated February 26, 2001, recorded in Plat Book 26, Page 239, Towns County Records, which description on said plat is incorpo-rated herein by reference and made a par hereof. The property is conveyed subject to the road Right of Way as shown on the above plat and subject to the electric lines as shown on the above plat of survey. which has the property address of 349 Hog Creek 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, easements, 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-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 Security Deed and the note thereby se-cured in accordance with O.C.G.A. Section cured in accord 44-14-162.2(a). Said property will be sold as the property of Kirt S Kimsey and Melissa Kimsey and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementhe purchaser as provided in the aforementioned Security Deed.
Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP
Attenna in Fact for Attorney in Fact for

Kirt S Kimsey and Melissa Kimsey McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald Publication Dates:09-06-2012, 09-13-2012, PUDIGATION DATES:09-00-2012, 09-07-2012

FILE NO. 11-14221 /FNMA/kandrade

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.

STATE OF GEORGIA, COUNTY OF TOWNS **NOTICE OF JUDICIAL SALE** "CAVEAT EMPTOR"
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE STATE OF GEORGIA, COUNTY OF TOWNS, NO-TICE OF JUDICIAL SALE "CAVEAT EMPTOR" in the City of Hiawassee, on the Tues, Oct.

2nd, 2012 between the hours of 10:00 am and 4:00 pm, there will be sold on the steps of the Towns County Courthouse, 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 encumbrances of record. The aforesaid Property, or a portion thereof, may be possessed by Mary & Ray Everett. The Property is being levied on to satisfy the Writ of Fieri Facias (collectively hereinafter referred to as Fi.Fa) and the lien in favor of Citizens South Bank (collectively hereinafter re-ferred to as "Plaintiff in Fi.Fa.) against the Property of Mary and Ray Everett (collec-tively hereinafter referred to as Defendants 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 Defen-dant in Fi.Fa. as required by law. "ALL THAT TRACT OR PARCEL OF LAND ly-

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." ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 138 and 151 of the 17th District 1st Section of Towns County Georgia and being the same as the property described in the Warranty Deed from Dessie Mae Nichols to Mary Nichols Everett, dated March 18, 1997 and recorded in Deed Book 153, page 208, Towns County, Georgia reroots, said deed being a part hereof and by this reference, incorporated herein. Said property having been found to be in the possession of the defendants, Mary and Ray Everett, and levied upon as the property of the defendants in accordance with the Writ of Eight Saids estated above. with the Writ of Fieri Facias stated above The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restric-tions, liens and other superior matters of record, which may affect said property. The sale will be conducted subject to confirmation that the sale is not prohibited under the United States Bankruptcy Code. The Towns County Sheriff makes no warran-ties 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 with the sale. Citizens South Bank, as attorney in fact for Mary & Ray Everett, S. Howick, Howick, Westfall, McBryan & Kaplan, 3101 Towercreek Pkwy, Suite 600, Atlanta, GA 30339 (678) 384-7000. File 5119-16 GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Don F. Schuppert to Commonwealth United Mortgage, a division of National City Bank of Indiana, dated July 22, 2005, recorded in Deed Book 344, Page 588, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED

AND 0/100 DOLLARS (\$167,400.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in October, 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 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 in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full auset out above. The entity that has all au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Mi-amisburg, 0H 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate amend or required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Don F. Schuppert and Cathy M. Schuppert or a tenant or tenants and said property is more commonly known as 5719 Pine Crest Road, Young Harris, Geor-gia 30582. The sale will be conducted sub-ject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank, National Association, successor by merger to National City Bank, successor by merger to Commonwealth United Mort-gage Company, a division of National City Bank of Indiana as Attorney in Fact for Don

F. Schuppert McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12

Our file no. 523812-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lots 63 & 82, District 17, Section

1, Towns County, Georgia, containing 1.341 acres, and being known as Lot 48, Pine-crest Subdivision, as shown on plat of sur-

vey entitled "Surveyor for Don F. Schuppert & Cathy M. Schuppert" by Northsar Land Surveying Inc., W. Gary Kendall, R.S. #2788

dated June 25, 2004 and recorded in Plat Book 32, page 202, Towns County Records. Which description on said plat is incorpo-

which description on said plants incorporated herein by reference hereto. Subject property is conveyed subject to restrictions of record as pertains to Pine Crest Subdivision as recorded in Deed Book 72, page 274 and Deed Book 115, Pages 61-99, Towns County Records. MR/ 10/2/12 Our file no. 523812 - FT15

GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Andrea Lynn Kell and Edward Scott Kell to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. its successors and assigns, dated August 8, 2007, recorded in Deed Book 413, Page 42, Towns County, Georgia Records, as last transferred to JP-Morgan Chase Bank, National Association by assignment recorded in Deed Rook 504 by assignment recorded in Deed Book 504. Page 638, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTY THOU-SAND AND 0/100 DOLLARS (\$270,000.00), 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 October, 2012, the following described property. All that tract or parcel of land lying and being in Land Lot 82, 17th District, 1st Section, Towns County, Georgia, containing 4.371 acres, more or less, and being part of Tract Three (3) as shown on a plat of survey by LandTech Services, Inc., dated 5/10/2002, recorded in Plat Book 28, page 129, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the 50 foot ease-ment as shown on said plat of survey. The property is conveyed subject to the Restrictions recorded in Deed Book 210, page 728-729, Towns County records. The property is conveyed to the 50 foot road easement as shown on said plat of survey. The grantor grants to grantee a perpetual easement for a water line, which shall run along the west line of Tract Two (B) and through Lot Thirty-Nine (39) of Pine Crest Subdivision, Phase I which also serves Tract Two A (2A). The property is conveyed subject to a water line and utility easement which shall serve Tract One (1) and the power line easement which shall serve Tract Two A (2A) and Tract Three (3). 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 October 2, 2012, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). 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). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan on benait of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). "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, and has the authority to negotiate, amend or modify the terms of the loan. 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. To the best knowledge and belief of the undersigned, the party in possession of the property is Andrea Lynn Kell and Edward Scott Kell or a

tenant or tenants and said property is more commonly known as 5368 River Birch Lane, Young Harris, Georgia 30582. The sale will

be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-

tion and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attor-

NOTICE OF SALE UNDER POWER

ney in Fact for Andrea Lynn Kell and Edward Scott Kell Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ 10/2/12 Our file no. 1528311-FT20 NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Jeffery Lovelady and Detra Lovelady to Mortgage Electronic Registration Systems, Inc., dated May 5, 2008, recorded in Deed Book 434, Page 52, Towns County, Georgia Records, as last transferred to Bank of America NA successor by memory in RAC. America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 501, Page 821, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-TWO THOU-SAND THREE HUNDRED AND 0/100 DOLLARS (\$252,300.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances zoning ordinances, restrictions, covenants and matters of record superior to the Se curity Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeffery Lovelady and Detra Lovelady or a tenant or tenants and said property is more commonly known as 593 Glen Rd, 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 sonal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Jeffery Lovelady and Detra Lovelady McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12 Our file no. 5405512-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 231, Towns County, Georgia, containing 2.69 acres, as shown on a plat of survey prepared by Tamrok Engineering, Inc., Tommy J. Phillips, RLS, dated 5/2/90, recorded in Plat Book 14, Page 29, Towns County Records which description is incorporated herein by reference, and being more particularly described as follows: Beninning at the corporate common to Land Lets ginning at the corner common to Land Lots 231, 232, 256, and 257 of said District and Section; thence running N 0 degrees 03 45" E 956.54 feet to an iron pin, the same being the true point of beginning, thence running S 89 degrees 24' 47" W 478.98 feet to an iron pin; thence running N 18 degrees 20' 24" W 239.13 feet to an iron pin; thence running N 89 degrees 30' 16" E 553.23 feet to an iron pin; thence running S 00 degrees 14' 56" E 226.86 feet to the true point of beginning. Also conveyed herein is an easement of ingress and egress to and from the above described tract running along the presently existing 20 foot right of way for Glen Road as shown on said plat of survey; thence leaving said road right of way and running Northeasterly, with the presently existing private driveway of grantor located upon the 1.80 acre tract as shown on the above referenced plat of survey, and thence to continue from the end of the presently existing driveway in a Southeasterly direction, crossing the northern apex of the 1.00 acre tract shown on said plat, to the northwestern corner of the above described tract. Address: 593 Glen Rd: Hiawassee, GA 30546 Tax Map or Parcel ID No.: 00470-030-000 MR/ 10/2/12 Our file no. 5405512 - FT11 T(Sept5,12,19,26)B

contained in a Security Deed given by Jer-emiah A Passmore and Shannon E Pass-more to Mortgage Electronic Registration Systems, Inc., dated March 20, 2008, re-corded in Deed Book 429, Page 249, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 502, Page 207, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SEVEN THOUSAND NINE HUNDRED NINETY-SIX AND 0/100 DOL-LARS (\$107,996.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns Coun-ty, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the following described property: SEE EXHIBIT
"A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's ing and being in Land Lots 114, 115, 138 and 139 of the 17th District 1st Section of 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 superio to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mort-gage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortamend, or modify the terms of the mort-gage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeremiah A Passmore and Shannon E Passmore or a tenant or tenants and said property is more commonly known as 4730 Rodovich Drive, Young Harris, Georgia 30528. 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 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 irm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP as Attorney in Fact for Jeremiah A Passmore and Shannon E Passmore MCGalls Raymer LLC 1540 Old Ala. more McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/ 10/2/12 Our file no. 5303412-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 205 and 206 of Towns County, Georgia, containing 1.00 acre, more or less, and being the remaining portion of that 3.21 acre tract as shown on a plat of survey by M.E. Richards dated July 23, 1985 and recorded in Towns County Records in Plat Book 8, Page 187. Three tracts having heap reviewing conveyed as shown having been previously conveyed as shown in Towns County Records in Plat Book 24, Page 101, Plat Book 24, Page 1, and Plat Book 23, Page 156. The property is subject to road easements as shown on plat. The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book168, page 336, Towns County Records. The property is subject to the boundary line agreement as recorded in Deed Book 80, page 572, Towns County Records The property is subject to the restrictions as recorded in Deed Book 107, pages 668-669, Towns County Records. Grantors also grants to grantee a non-exclusive perpetual easement for ingress and egress to the above described property along the road as shown on said plat. Easement running from Upper Plott Town Road. MR/ 10/2/12 Our file T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER RUIGE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Angela H Arant to Mortgage Electronic Angela in Arahi to Mortgage Electronic Registration Systems, Inc., dated May 19, 2006, recorded in Deed Book 372, Page 480, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 515, Page 677, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-FIVE THOUSAND ONE HUNDRED AND 0/100 DOLLARS (\$55,100.00), 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 October, 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 in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set out above. The entity that has full authority out above. The entity that has that authorny to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Angela H Arant or a tenant or tenants and said property is more commonly known as 1326 Ruby Lake Dr, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Angela H Arant McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12 Our file no. 5807012-FT14 EXHIBIT "A" All that certain tract or parcel of land lying and being in Land Lot 260 of the 18th District, 1st Section of Towns County, Georgia, being designated as Lot Ten (10) and Lot Fifty-Six (56), Block "B, Section 2, Bald Mountain Park, as shown on a plat of survey made by G. Dwight Pless & Associates, Land Surveyors, Gainesville, Georgia, April 1, 1973. Said plat being recorded in Plat Book 2, Page 120, Towns County, Georgia Records. This conveyance is made together with and subject to all easements, restrictions of rights-of-way as shown on the above-mentioned plat of survey or otherwise ap-pearing of public record. This conveyance is made together with and subject to exist-ing highway and utility rights-of-way. This being that same property conveyed unto Matthew Parton by Warranty Deed from Chris Turpin, dated February 14, 2003 and recorded February 14, 2003 in Deed Book 264 Page 431 Towns County Georgia Re-

GEORGIA, TOWNS COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from PATRICA M. CARRODUS AND ROBERT L. CARRODUS to

NOTICE OF SALE UNDER POWER

264, Page 431, Towns County, Georgia Re-cords. MR/ 10/2/12 Our file no. 5807012 - FT14

T(Sept5,12,19,26)B

Mortgage Electronic Registration Systems, Inc as nominee for America's Wholesale Lender, dated April 26, 2004, recorded May 3, 2004, in Deed Book 302, Page 738-754, Towns County, Georgia Records, said Se-Note of even date in the original principal amount of One Hundred Forty-Six Thousand Four Hundred and 00/100 dollars (\$146,400.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC. CHL MORTGAGE PASS-THROUGH TRUST 2004-12, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-12 , secured creditor, 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 October, 2012, all property described in said Security Deed including but not limited to the following described ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 8 AND 29, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA. CONTAINING 0.85 ACRE. AND BE-ING LOT 56 OF WOODLAKE SUBDIVISION, AS SHOWN ON A PLAT OF SURVEY BY TAMROK

SHOWNOWN THE ACT OF STATES THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD PERTAINING TO WOODLAKE SUBDIVISION AS RECORDED IN DEED BOOK 100, PAGE 124-125, TOWNS COUNTY, GEORGIA RECORDS. THE PROPER-TY IS SUBJECT TO THE ROAD EASEMENTS AS SHOWN ON SAID PLAT. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT GRANTED TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 99, PAGE 636-637, TOWNS COUNTY, GEORGIA RECORDS
Said legal description being controlling, however the property is more commonly known as 2071 WOODLAKE LANE, YOUNG HARRIS, GA 30582.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" ba-sis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions covenants, and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is PATRICA M. CARRODUS AND ROBERT L. CARRODUS, PATRICA M. CARRODUS, ROBERT L. CAR-PATRICA M. CARRODUS, ROBERT L. CAR-RODUS, ESTATE OF ROBERT L. CARRODUS, or tenants(s).
The sale will be conducted subject (1) to

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, Plano, TX. 75024, Telephone Number: 800-720-3758; for and on behalf of the se-THE BANK OF NEW YORK MELLON FKA THE

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

BANK OF NEW YORK,AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., CHL MORTGAGE PASS-THROUGH TRUST 2004-12, MORTGAGE PASS THROUGH CER-TIFICATES, SERIES 2004-12 as Attorney in Fact for PATRICA M. CARRODUS AND ROBERT L. THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA

30092 Telephone Number: (877) 813-0992 Case No. BAC-11-11619-0005 Ad Run Dates 09/05/2012, 09/12/2012, 09/19/2012, 09/26/2012 www.rubinlublin.com/property-listings. **NOTICE OF SALE UNDER POWER** GEORGIA, TOWNS COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from JAMES A. WAGES SR., SANDRA FAY WAGES to MORT-GAGE ELECTRONIC REGISTRATION SYS-

TEMS. INC.. AS NOMINEE FOR COUNTRYWIDE

30092

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

BANK, FSB, dated May 30, 2008, recorded June 11, 2008, in Deed Book 435, Page 467-473, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Seventeen Thou-sand One Hundred Eight and 00/100 dollars (\$217,108.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP secured creditor, there will be sold at public outers to the highest hid. sold at public outery 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 October, 2012, all property described in said Security Deed including but not limited to the following described property. the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND #15 IN THE 17TH ING AND BEING IN LAND #15 IN THE 17TH
DISTRICT, 1ST SECTION OF TOWNS COUNTY,
GEORGIA, AND BEING KNOWN AS LOT 17
OF THE EDGAR ALLISON SUBDIVISION,
CONTAINING 0.37 ACRE, MORE OR LESS,
AS PER A PLAT OF SURVEY PREPARED BY
B. GREGORY, COUNTY SURVEYOR, DATED
APRIL 1978, SAID PLAT BEING RECORDED IN
APRIL 1979, OF SURPEDID COUNTY SURVEYOR APRIL 1978, SAID PLAI BEING RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE IN PLAT BOOK 5, PAGE 164, TOWNS COUNTY RECORDS, REFERENCE THERETO BEING HEREMADE FOR A FULL AND COMPLETE DESCRIPTION HEREIN. ADDRESS: 2499 LEI-SURE LANE; YOUNG HARRIS, GA 30582 TAX MAP OR PARCEL ID NO: 0018B-042 Said legal description being controlling, however the property is more commonly known as 2499 LEISURE LN, YOUNG HAR-RIS, GA 30582. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" ba-sis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments, liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is JAMES A. WAGES S.R., SANDRA FAY WAGES, ESTATE OF JAMES A. WAGES SR., or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited. confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, Plano, TX, 75024, Telephone Number: 800-720-3758; for and on behalf of the se-BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SER-

VICING, LP
as Attorney in Fact for
JAMES A. WAGES SR., SANDRA FAY WAGES
THE BELOW LAW FIRM MAY BE HELD TO
BE ACTING AS A DEBT COLLECTOR, UNDER
FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA Telephone Number: (877) 813-0992 Case

No. BAC-12-05071-0004 Ad Run Dates 09/05/2012, 09/12/2012, 09/19/2012, 09/26/2012

www.rubinlublin.com/property-listings. T(Sept5,12,19,26)B

GEORGIA, TOWNS COUNTY
Under and by virtue of the Power of Sale
contained in a Security Deed given by H.

Lamar Sikes to ABN Amro Mortgage, dated Lamar Sikes to ABN Amro wortgage, dated November 30, 2005, recorded in Deed Book 355, Page 721, Towns County, Georgia Records, last assigned to CitiMortgage, Inc., conveying the after-described property to secure a Note in the original principal amount of Three Hundred Thirty-Six Thousand and 00/100 DOLLARS (\$336,000.00), with interest thereon as set forth therein, there will be sold 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 the first Tuesday in October, 2012, the following de-SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: CitiMortgage, Inc., 1000 Technology Drive, 80-5730. Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage. amend or modify the terms of the mortgage 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, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set 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

To the best knowledge and belief of the undersigned, the party in possession of the property is H. Lamar Sikes or a tenant or tenants and said property is more com-monly known as 1160 Frog Pond Road, Hia-wassee, GA 30546. wasset, un 30340. CitiMortgage, Inc. as Attorney in Fact for H. Lamar Sikes MorrisHardwicklSchneider, LLC 1301 Hightower Trail, Suite 305 Sandy Springs, Georgia 30350 http://www.school.com/schools/s

http://foreclosure.closingsource.net MHS File #: GA-91000511-12 THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTICE OF SALE UNDER POWER By virtue of the power of sale contained in a Deed to Secure Debt by CHARLENE GIB-SON and TOMMY VIRGIL GIBSON to Mort-

gage Electronic Registration Systems, Inc. ("MERS") as nominee for Mortgage Now, Inc., dated August 3, 2005 and filed for record August 9, 2005 in Deed Book 343, Page 434, Towns County, Georgia records, and securing a Note in the original princi-pal amount of \$162,400.00; last transferred to Bank of America, N.A. by Assignment, filed for record in Deed Book 508, Page 12, Towns County, Georgia records, there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Towns County, Georgia, between the legal hours of sale on the first Tuesday in October, 2012, by Bank of America, N.A. as Attorney-in-Fact for CHARLENE GIBSON and TOMMY VIRGIL GIBSON the following property to-wit: All that tract or parcel of land lying and being in Land Lot 152 of the 18th District, 1st Section. Towns County, Georgia, containing Section: Iowins county, deeping, containing 2.229 acres, being Tract 5 shown on a plat of survey by Northstar Land Surveying, Inc., Gary Kendall, Registered Surveyor, and recorded in Plat Book 26, Page 148, Towns County, Georgia records, which recorded plat is incorporated herein by reference

SEE. GA 30546. The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees, if applicable.

The property will be sold as the property of the aforesaid grantor subject to the follow-ing: all prior restrictive covenants, ease-ments, rights-of-way, security deeds, or encumbrances of record; all valid zoning ordinances; matters which would be dis-closed by an accurate survey of the property or by any inspection of the property; all outstanding taxes, assessments, unpaid bills, charges, and expenses that are a lien

made a part of this description.
The above described property is also known as 870 GIBSON HILL ROAD, HIAWAS-

bills, charges, and expenses that are a nen against the property whether due and pay-able or not yet due and payable. Pursuant to O.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage Bank of America, N.A. Home Loan Assistance Dept 7105 Corporate Drive Plano, TX 75024 1-800-669-6650 The foregoing notwithstanding, nothing in O.C.G.A. § 44-14-162.2 shall be construed to require Bank of America, N.A. to negotiate, amend or modify the terms of the Deed to Secure Debt described herein. Bank of America, N.A. as Attorney-in-Fact for CHARLENE GIBSON and TOMMY VIRGIL

By: S. Andrew Shuping, Jr. 6259 Riverdale Road, Suite 100 Riverdale, GA 30274 770-991-0000 THIS LAW FIRM IS ATTEMPTING TO COL-ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

SHUPING, MORSE & ROSS, L.L.P.

GIBSON

By virtue of a Power of Sale contained in that certain Security Deed from Crystal Holdings of Hiawassee, Inc. f/k/a Crystal Holdings, Inc. and Argiro J. Gomez to Regions Bank d/b/a Regions Mortgage, dated December 27, 2005, recorded December 28, 2005, in Deed Book 357, Page 370, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the principal amount of SEVENTY THOUSAND DOLLARS AND NO CENTS (\$70,000.00), with interest thereon as provided for therein, there will be sold

as provided to the lighest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in October 2012 by the secured creditor, Regions Bank d/b/a Regions Mortgage, as Attorney in Fact for Crystal Holdings of Hiswassea, Inc. fl/kg. Crystal Holdings of Hiawassee, Inc. f/k/a Crystal Holdings, Inc. and Argiro J. Gomez, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND SITUATE AND LYING IN LAND LOT 127, 18TH DISTRICT, 1ST SEC-TION, TOWNS COUNTY, GEORGIA, CONTAIN-ING 0.54 ACRE, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED ON A PLAT OF SURVEY BY HOLCOMB SURVEYING, INC., ENTITLED "SURVEY FOR ROBERT H. BURRELL ESTATE", DATED AUGUST 3, 1998 AND RECORDED IN PLAT BOOK 27, PAGE 92, TOWNS COUNTY, GEORGIA RECORDS, SAID BLAT BEING INCORPORATED HEREIN BY PLAT BEING INCORPORATED HEREIN BY REFERENCE. Said property being known as 455 Jack Creek Road, Hiawassee, GA 30546 according to the present number-ing system in Towns County. The indebt-edness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remainand when due. The indebtedness remain-ing in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to the follow-ing items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or by an inspection of the property; any outstanding taxes, including but not limited to ad valorem taxes, which constitute liens upon said property; special as-sessments; all outstanding bills for public utilities which constitute liens upon said property; all restrictive covenants, easements, rights-of-way and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the party in possession of the property is Argiro J. Gomez or tenant(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan. The name of the person or entity who has the full authority to negotiate, amend, and modify all terms of the mortgage is: Regions Bank d/b/a Regions Mort-gage, 215 Forrest Street, Hattiesburg, MS 39401 TEL (800) 748-9498. THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Geheren Firm, P.C.,

CLING, LLC to UNITED COMMUNITY BANK, dated August 16, 2010, recorded August 20, 2010, in Deed Book 479, Page 456, Towns County, Georgia records, said Security Deed being given to secure a Note from LYLE D. STRICKLAND and DIANE M. STRICKLAND dated August 16, 2010, in the original prin-cipal amount of Two Hundred Thirty Nine Thousand Six Hundred Seventy Four and 05/100 (\$239,674.05) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following de scribed property: scribed property:
All that tract or parcel of land lying and being in Land Lot 79, 18th District, 1st Section, Towns County, Georgia, and being Tract 3-E: "2" - B, containing 0.51 acres, and Tract 3-E: "2" - B, containing 0.09 acres as shown on a plat of survey done by T. Kirby & Associates lips, dated 5/21/10 and recorded sociates, Inc., dated 5/21/10 and recorded at Plat Book 31, Page 88, Towns County, Georgia records, which plat is incorporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey. The property is conveyed subject to the Easement to the BRMEMC recorded at Deed

4828 Ashford Dunwoody Road, 2nd Floor,

Under and by virtue of the power of sale contained in a Security Deed from S.L. CY-

Atlanta, GA 30338 TEL (678) 587-9500.

NOTICE OF SALE UNDER POWER

T(Sept5.12.19.26)

STATE OF GEORGIA

COUNTY OF TOWNS

Book 430, Page 608, Towns County, Georgia Also conveyed herewith is a perpetual, nonexclusive easement for ingress and egress and for the installation and maintenance of utilities over, above and across the following: that 50 foot wide right of way known as Big Sky Drive, a portion of which is shown on the above referenced plat of survey; and that 18 foot wide ingress/egress easement running from Big Sky Drive to the herein described tract, as shown on the above referenced plat of survey, and an easement for the right to connect to and use the underground power and telephone pedestable delicities and 19 feet wide openment. tals adjoining said 18 foot wide easement as shown on the above referenced plat of Including all furniture, fixtures and equip-The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be

made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is S.L. CYCLING, LLC or a tenant UNITED COMMUNITY BANK, as attorney in Fact for S.L. CYCLING, LLC L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03363

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 LYLE D. STRICKLAND and DIANE M. STRICKLAND to UNITED COMMUNITY BANK, dated June 30, 2006, recorded July 5, 2006, in Deed Book 376, Page 413, Towns County, Geor-gia records, as last modified by Modification of Security Deed dated May 21, 2009, recorded in Deed Book 456, page 119, Towns County, Georgia records, said Security Deed being given to secure a Note from LYLE D. STRICKLAND and DIANE M. STRICKLAND dated May 21, 2009, in the original principal amount of Seventy Eight Thousand Eight hundred Twenty Seven and 16/100 (\$78,827.16) Dollars, with interest from date at a rate per cent per annum on from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following described property:
All that tract or parcel of land lying and being in Land Lot 101, 17th District, 1st Section of Towns County, Georgia, being Tract B, containing 2.57 acres, more or less

as shown on a plat of survey by John W. Burch, R. L. S. # 2907, dated June 8, 2006 and filed and recorded in Plat Book 29 Page 254, Towns County, Georgia records, which survey is incorporated herein by reference for a complete description of said property. Also conveyed is an easement for ingress, egress and utilities along Airline Road and thence along Fortenberry Road to the property herein conveyed as shown on the above referenced plat of survey.

The above described property is conveyed subject to that certain Water Main Ease-ment Right of Way Deed as filed and re-corded in Deed Book 140, pages 505, Towns County, Georgia records.
The above described property is conveyed subject to Road Rights-of-Way, Utility Easements and all other matters as shown on said referenced survey. Also Conveyed herewith is an 20 foot ac-

cess easement for ingress, egress, and utilities over and across Tract A, as shown on above referenced survey. The above property is conveyed subject to the following Restrictions:
(1) Property cannot be sub-divided more than 2 times.

(2) No accumulation of discarded personal effects, debris, waste, garbage, disabled, wrecked or junked motor vehicle, trailer, old appliances, scrap metal or wood shall be permitted on any lot at any time.

(3) All exterior surfaces of all structures

must be stained, painted or treated. Excep-tions being vinyl, aluminum or other manufactured exterior surfaces shall be either painted or have a masonry stucco surface or natural stone. (4) All construction debris and excess material shall be removed, cleaned up or prop-erly covered within a reasonable period of time after final construction but not to exceed one year from start of framing.

(5) All unimproved areas of the property such as wooded areas shall be maintained in a reasonable condition, such as removal of stumps, excessive dead wood, undergrowth and brash.
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, 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 LYLE D. STRICKLAND and DIANE M. STRICKLAND or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for LYLE D. STRICKLAND and DIANE M. STRICKLAND L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03364 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

STATE OF GEORGIA

COUNTY OF TOWNS

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 October, 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 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 berein by reference; together with an 18 herein by reference; together with an 18 foot wide easement of ingress and egress and for the installation and maintenance of

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 ex-tension 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 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

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

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 RICHARD EMORY GARRETT or a tenant or tenants. UNITED COMMUNITY BANK. as attorney in Fact for RICHARD EMORY GARRETT L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8

Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-02562

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 KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LI-ABILITY COMPANY to UNITED COMMUNITY BANK, dated June 3, 2004, recorded June 3, 2004, in Deed Book 305, Page 665, Towns County, Georgia records, as last modified

THIS LAW FIRM IS ATTEMPTING TO COL-

by Modification of Security Deed dated June 20, 2011, recorded in Deed Book 500, Page 464, Towns County, Georgia records, asid Security Deed being given to secure a Note from KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY COMPANY dated June 20, 2011, together with interest, 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 October, 2012, the following described property: TRACT ONE (I)
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 199, OF TOWNS COUNTY, GEORGIA, CONTAINING 28 ACRES, MORE OR LESS, AS SHOWN ON PLAT OF SURVEY BY B. GREGORY, COUNTY SURVEYOR, DATED 12-22-80, AND RECORDED IN PLAT BOOK

6, PAGE 202, OF THE TOWNS COUNTY RE-CORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE, AND SUBJECT TO ALL EASEMENTS AS SHOWN ON SAID PLAT; AND GRANTED HEREIN ARE ALL UTILITIES AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT. BEING PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE BRADSHAW BY WARRANTY DEED DATED 12-23-80, AND RECORDED IN DEED BOOK 68, PAGE 415, OF THE TOWNS COUNTY RECORDS; AND BEING PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE BRADSHAW BY WARRANTY DEED DATED 1-30-81, AND RECORDED IN DEED BOOK 69, PAGE 357, OF THE TOWNS COUNTY RECORDS AS CORPECTED BY CORPECTURE AND LANNIE BRADSHAW BY WARRANTY

69, PAGÉ 357, OF THE TOWNS COUNTY RECORDS, AS CORRECTED BY CORRECTIVE
WARRANTY DEED FROM FRANK KELLY
TO JAMES W. BRADSHAW AND LANNIE
BRADSHAW DATED 6-8-88, AND RECORDED IN DEED BOOK 92, PAGE 750 OF THE
TOWNS COUNTY RECORDS; AND BEING A
PART OF THAT PROPERTY CONVEYED BY
FRANK KELLY TO JAMES W. BRADSHAW
AND LANNIE BRADSHAW BY WARRANTY
DEED DATED 5-19-81, AND RECORDED IN
DEED BOOK 69, PAGE 357, OF THE TOWNS
COUNTY RECORDS; AND BEING A PART OF
THAT TRACT OR PARCEL OF LAND LYING COUNTY RECORDS; AND BEING A PART OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1st SECTION, LAND LOT 199, OF TOWNS COUNTY, GEORGIA CONTAINING 0.60 ACRE, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY B. GREGORY, COUNTY SURVEYOR, DATED 4-23-81, AND RECORDED IN PLAT BOOK 9, PAGE 33, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE: AND BEING A PART OF THAT BY REFERENCE; AND BEING A PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE BRAD-JAMES W. BRAUSHAW AND LANNIE BRADSHAW BY WARRANTY DEED DATED 5-1-84,
AND RECORDED IN DEED BOOK 76, PAGE
318, OF THE TOWNS COUNTY RECORDS.
THESE BEING A PART OF THE SAME LANDS
AS CONVEYED FROM LANNIE BRADSHAW TO
JAMES BRADSHAW IN A QUITCLAIM DEED
DATED SEPTEMBER 12 1008 BECORDED IN JAMES BRADSHAW IN A QUITCLAIM DEED DATED SEPTEMBER 18, 1996 RECORDED IN DEED BOOK 148, PAGES 143-144, TOWNS COUNTY RECORDS.
THIS BEING THE SAME TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 199, OF TOWNS COUNTY, GEORGIA, AND IDENTIFIED AS TRACT 1, CONTAINING 28.146 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY EDWIN G. DAVIDSON, REGISTERED SURVEYOR, DATED 11-04-97, AND RECORDED IN PLAT BOOK 23, PAGE 263, OF THE TOWNS COUNTY RECORDS. SAID PLAT THE TOWNS COUNTY RECORDS, SAID PLAT THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFER-ENCE, AND SUBJECT TO ALL ROADWAY AND UTILITIES EASEMENTS AS SHOWN ON SAID PLAT; AND GRANTED HEREIN ARE ALL UTILITIES AND ROADWAY EASEMENTS AS

SHOWN ON SAID PLAT GRANTOR HEREBY TRANSFERS AN EASE-MENT FOR UTILITIES AND ROADWAY AC-CESS OVER THE ADJOINING LANDS OF CESS OVER THE ADJUINING LANDS OF GRANTOR; SAID EASEMENT TO BE 24 FEET WIDE, AS MEASURED FROM THE EDGE OF THE EXISTING RIGHT-OF-WAY, AS THE RIGHT-OF-WAY IS SHOWN ON THE PLAT FILED AND RECORDED IN PLAT BOOK 23, FILED AND RECURDED IN PLAT BOOK 23, PAGE 263, SAID RIGHT-OF-WAY BEING KNOWN, AS DOC'S ROAD, TO RUN FROM KELLY LANE WITH DOC'S ROAD TO A POINT LOCATED NOT MORE THAN TWENTY-FOUR (24) FEET PAST THE ADJOINING CORNER OF THE SUBJECT PROPERTY.

WELL WATER ACREEMENT AND EASEMENT WELL WATER AGREEMENT AND EASEMENT THE PROPERTY TRANSFERRED HEREBY IS SUBJECT TO THE FOLLOWING WELL WATER AGREEMENT AND BASEMENT IN FAVOR OF THE SUBJECT PROPERTY AND THE ADJOINING PROPERTIES OR TRACTS OF THE GRANTOR. SAID WELL WATER AGREEMENT AND EASEMENT SHALL NOT APPLY TO MORE THAN TO TWO RESIDENTIAL UNITS

TO BE LOCATED ON GRANTOR ADJOIN-ING LAND (TWO (ONE AREA) TRACTS), OR SHALL NOT EXCEED ONE RESIDENCE PER ACRE ON THE ADJOINING PROPERTY OF GRANTOR. THE COSTS OF PROVIDING WATER TO EACH TRACT SHALL BE THE INDIVIDUAL RESPONSIBILITY OF EACH TRACT OWNER, EACH TRACT OWNER SHALL BE RESPONSIBLE FOR THE COSTS OF ALL WATER INES RESERVINE DIMMOS AND TAPE TERLINES, RESERVOIRS, PUMPS AND TAPS AND OTHER SIMILAR WATER SERVICE DE-VICES SERVICING EACH INDIVIDUAL TRACT. THE COSTS OF WATER DEVICES AND COM-MON ELEMENTS NECESSARY TO SERVE ALL THREE TRACTS MUTUALLY TO BE EQUALLY SHARED BY EACH LANDOWNER ACTUALLY SHARED BY EACH LANDOWNER ACTUALLY UTILIZING THE WATER EASEMENT. THE PROVISION SHALL RUN WITH THE LAND AND BE MUTUALLY BINDING AS TO THE GRANT-EES OF ANY LANDOWNER OF THE TRACT TRANSFERRED BY RICHARD H. STANCIL AND STEVE GILES WHICH WERE RECEIVED BY THEM FROM JAMES BRADSHAW. IN THE EVENT THAT ANYLANDOWNER SHALL NOT PAY HIS PRO RATA SHARE AFTER WRITTEN PAY HIS PRO RATA SHARE AFTER WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RE-CEIPT REQUESTED, BY ANY HOLDER OF THIS EASEMENT, WATER TO THAT TRACT MAY BE SHUT OFF OR DISCONTINUED BY THE HOLD-ERS OF THE EASEMENT, OR AT THE OPTION OF THE HOLDERS OF THE EASEMENT. A LIEN AGAINST THE PROPERTY OF THE NONPAY-ING EASEMENT HOLDER MAY BE FILED IN THE SAME MANNER AS A LIEN FOR MATERIALMEN OR LABORS, AND MAY BE ENFORCED AS PROVIDED THEREFORE. TRACT TWO (2)
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT; 1ST SECTION, LAND LOT 199 OF TOWNS COUNTY GEORGIA CONTAINING 7.75 ACRES, MORE OR LESS, AS SHOWN ON A REVISED PLAT OF SURVEY BY B. GREGORY, COUNTY SUR-VEYOR RECORDED IN PLAT BOOK 11, PAGE 113, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPO-RATED HEREIN BY REFERENCE HERTO AND MADE A PART HEREOF.

SUBJECT TO MATTERS AS SHOWN ON SAID 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 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 KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY COMPANY or a tenant or tenant. UNITED COMMUNITY BANK, as attorney in Fact for KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY

L. Lou Allen

T(Sept5,12,19,26)B

Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03357

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 SLEEPING BEAR PARTNERS, LLC to UNITED COMMUNITY BANK, dated September 14, 2009,
recorded October 6, 2000 in Deed Rook recorded October 6, 2009, in Deed Book 463, Page 699, Towns County, Georgia re-cords, as last modified by Modification of Security Deed dated January 5, 2010, re-corded in Deed Book 470, Page 201, Towns County, Georgia records, said Security Deed being given to secure a Note from SLEEP-ING BEAR PARTNERS, LLC dated January 5, 2010, 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 October, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 99, 18th District, 1st Section of Towns County, Georgia, Lot 5, containing 1.574 acres, more or less, of Hightower Ridge Subdivision, Phase I as shown on plat of survey by Land Tech Services, Inc., dated September 30, 2003, recorded in Plat Book 32, Page 85-86, Towns County, Georgia records, which description on said plat is incorporated herein by reference. Subject to all matters and conditions as shown on the above referenced plat of Grantor grants to Grantee a non-exclusive perpetual easement for ingress and egress to the above described property along parks road and along the subdivision roads, as shown on the said plat.

Subject to Declaration of Restrictions, Conditions and Covenants running with the land for Hightower Bidge Subdivision as

70-71, Towns County, Georgia records. Subject to Blanket Easement to Blue Ridge Mountain EMC as recorded in Deed Book 297, Page 367-368, Towns County, Georgia The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is SLEEPING BEAR PARTNERS, LLC or a tenant or tenants.

land for Hightower Ridge Subdivision as recorded in Deed Book 319, page 789-793, as and amended in Deed Book 363, Page

or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for SLEEPING BEAR
PARTNERS, LLC
Lou Allen
Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03361 T(Sept5,12,19,26)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 SLEEP-ING BEAR PARTNERS, LLC to UNITED COM-

MUNITY BANK, dated February 27, 2004, recorded February 27, 2004, in Deed Book 297, Page 150, Towns County, Georgia records, as last modified by Modification of Security Deed dated January 5, 2010, recorded in Deed Book 470, Page 189, Towns County, Georgia records, said Security Deed being given to secure a Note from SLEEP-ING BEAR PARTNERS, LLC dated January 5, 2010, with interest from date at a rate per 2010, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned pald; mere win be sold by the indersigned 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 October, 2012, the following described property:

All that tract or parcel of land lying and being in Land Lots 99, 100 & 101, 18th District, 15 County Georgia con-1st Section, Towns County, Georgia, containing 102.897 acres as shown on a plat of survey prepared by Land Tech Services, Inc., February 24, 2004 and recorded in Plat Book 32, Page 51, Towns County, Georgia records, which description on said plat is Subject to a twelve foot easement of Parks Road as shown on said plat. Subject to a water right to the water reservoir as described in a conveyance deed recorded in Deed Book 139, Page 340, Towns County, Georgia records. LESS AND EXCEPT: All that tract or parcel of land lying and being in Land lot 99 & 100, 18th District, 1st Section, Towns County, Georgia, Lots 12, 13, 14, 15, 15A, 16, 18, 19 and 27 of the Highlands at Hightower Ridge Subdivision, Phase II, as shown on plat of survey done by LandTech Services, Inc., dated May 21, 2006, recorded in Plat Book 36, Page 167-169, Towns County, Georgia LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 99, 18th District, 1st Section of Towns County, Georgia, Lot 5, containing 1.574 acres, more or less, of Hightower Ridge Subdivision, Phase I, as shown on plat of survey by Land

86, Towns County, Georgia records, which description on said plat is incorporated herein by reference.
LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 100, 18th District, 1st Section of Towns County, Geor-gia, being Tract 1, containing 5.00 acres, more or less, as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc., dated March 5, 2011 and filed and recorded in Plat Book 31, Page 113, Towns County, Georgia records, which description on said plat is incorporated herein. The property being foreclosed on is more particularly described as Lots 3, 17, 20, 21, 22, 23, 24, 25 and 26, of the Highlands at Hightower Ridge Subdivision, Phase II and 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 SLEEPING BEAR PARTNERS, LLC or a tenant or tenants.
UNITED COMMUNITY BANK, as attorney in Fact for SLEEPING BEAR PARTNERS, LLC L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923

File No. 7484A-03362

Tech Services, Inc., dated September 30, 2003, recorded in Plat Book 32, Page 85-