

Towns County Herald

Legal Notices for September 25, 2013

3RD DUI CONVICTION
Name: Cheryl Jean Stack
Address: 1107 Happy Top Lane, Hiawassee, GA 30546
Date of Arrest: 5/28/2012
Place of Arrest: Hwy. 76W, Young Harris, GA.

Date of Disposition: 9/5/2013
Disposition: 12 Months Probation, 10 Days to Serve in County Jail, \$1000 Fine.
T(Sep12)25B

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS

RE: Estate of Robert Michael Maloof
All creditors of the estate of Robert Michael Maloof, 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 is the 9th day of September, 2013
Carol Murray Maloof
Personal Representative
2193 Lakeview Drive
Young Harris, GA 30582
706-896-1378
T(Sep11,18,25,0c2)P

NOTICE
STATE OF GEORGIA
COUNTY OF TOWNS

TO: The Heirs at Law of Jessie Hazel Bridges, deceased and all other persons having an interest herein
Take notice that
The right to redeem the following described property, to wit:
All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 135 of Towns County, Georgia, being designated as Tax Parcel YH02-46, being more particularly described in a deed recorded in Deed Book N-1, Page 269 of the Towns County records, and having a current physical address of 5258 Walker Street, Young Harris, Georgia 30582, will expire and be forever foreclosed and barred on and after October 30, 2013.
The tax deed to which this Notice relates is dated the 4th day of September, 2012 and is recorded in the office of the Clerk of the Superior Court of Towns County, Georgia in Deed Book 523 at Page 5.
The property may be redeemed at any time before the 30th day of October, 2013 by payment of the redemption price as fixed and provided by law to the undersigned at the address stated below.
Please be governed accordingly.
Martin Sacks
P.O. Box 103
Culberson, NC 28903
T(Sep11,18,25,0c2)B

IN THE SUPERIOR COURT OF TOWNS COUNTY, STATE OF GEORGIA

IN RE: Doris Gay Carter
Civil Action No.: 13-CV-209-MM
Order For Notice of Petition to Change Name
A petition has been filed in the Superior Court of Towns County, Georgia, on the 10th day of September, 2013, praying for a change in her name from Doris Gay Carter to Dotti Carter. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition.
This 10th day of September, 2013
Cecil Dye, Clerk
Towns County Superior Court
Enotah Judicial Circuit
T(Sep11,18,25,0c2)B

NOTICE FOR DISCHARGE FROM OFFICE 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.
TASONIA THOMPSON NEHAUS
A beneficiary under the will of Leota 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 September 9, 2013. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later 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
48 River St. Suite C
Hiawassee, GA 30546
ADDRESS
706-896-3467
TELEPHONE NUMBER
T(Sep11,18,25,0c2)B

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS
STATE OF GEORGIA
COUNTY OF TOWNS

The undersigned does hereby certify that Hoang Ngoc Nguyen conducting a business as Bowl of Asia in the City of Young Harris, County of Towns, in the State of Georgia, under the name of Bowl of Asia, and that the nature of the business is Restaurants Thai, Vietnamese, Japanese, and that the names and addresses of the persons, firms or partnership owning and carrying on said trade of business are: Hoang Ngoc Nguyen, 3321 Hwy. 76W, Unit 11, Unit 12, Young Harris, GA 30582.
T(Sep11,18,25)P

NOTICE OF PETITION TO CHANGE NAME
COUNTY OF TOWNS
STATE OF GEORGIA

Notice is hereby given that MARIA CARMEN SCHOTT, a.k.a. CARMEN MARIE SCHOTT, the undersigned, filed her petition in the Superior Court of Towns County, Georgia, on the 6th day of September, 2013, praying for a change in the name of petitioner from MARIA CARMEN SCHOTT to CARMEN MARIE SCHOTT. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within thirty (30) days of the filing of this petition.
This 6th day of September, 2013.
Cecil Dye
Clerk, Towns County Superior Court
Pamela Kendall Floyd, P.C.
Attorney at Law
Post Office Box 1114
Hiawassee, Georgia 30546
Telephone: 706-896-7070
Facsimile: 706-896-6343
Email: pkflaw@yahoo.com
T(Sep11,18,25,0c2)B

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 USA Federal Savings Bank, and its successors and assigns, dated July 9, 2010, and recorded in Deed Book 477, Page 290, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to PHH Mortgage Corporation, by Assignment, securing the Note in the original principal amount of \$125,133.00, the holder thereof pursuant to said Deed and 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, August 6, 2013, during the legal hours of sale, before the Courthouse door in said 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 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 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.
Said property is known as 1535 Bugscuff Road, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any.
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 assessments, 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. 13-40668
SHAPIRO, SWERTFEGER & HASTY, LLP*
Attorneys and Counselors at Law
2872 Woodcock Blvd., Suite 100
Atlanta, GA 30341-3941
(770) 220-2535/CH
www.swertfeger.net
*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Sep11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Mitchell L. Hicks and Martha L. Hicks to Mortgage Electronic Registration Systems, Inc., dated March 14, 2008, recorded in Deed Book 431, Page 333, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP (aka Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 505, Page 187, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-FOUR THOUSAND NINE HUNDRED AND 0/100 DOLLARS (\$54,900.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in October, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad 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. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP 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: Bank of America, N.A., 2270 Lakeside Blvd, Richardson, TX 75082, 1-888-219-7773. To the best knowledge and belief of the undersigned, the party in possession of the property is Mitchell L. Hicks and Martha L. Hicks as a tenant or tenants and said property is more commonly known as 4228 Swallows Creek 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. 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 Mitchell L. Hicks and Martha L. Hicks McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foculosshotline.net MR/Kn 10/1/13 O/s file no. 549112-FT10 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 179, and 180, 18th District, 1st Section, Towns County, Georgia, containing 1.080 acres and being shown as tract one (1) on a plat of survey by Northstar Land Surveying, Inc., dated 5/15/2001, recorded in Plat Book 26, Page 186, Towns County records, which description on said plat is incorporated herein by reference. The grantor grants the grantee a perpetual non-exclusive easement along the west line of tracts Three (3) and Four (4) which shall serve tracts One (1), Two (2), Three (3), and Four (4). MR/Kn 10/1/13 O/s file no. 549112- FT10
T(Sep11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from JOHN TIMOTHY TURPIN to CITIZENS FIDELITY MORTGAGE CORP, dated June 23, 1999, recorded June 28, 1999, in Deed Book 187, Page 526-532, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Seventy-Three Thousand Nine Hundred Twenty-Six and 00/100 dollars (\$73,926.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION, FKA FT MORTGAGE COMPANIES D/B/A SUNBELT NATIONAL MORTGAGE, A KANSAS CORPORATION, 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, 2013, all property described in said Security Deed including but not limited to the following described property:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 152 OF TOWNS COUNTY, GEORGIA, CONTAINING 0.96 ACRE. AND BEING DESIGNATED AS LOT THREE OF SHADOW MOUNTAIN SUBDIVISION, AS SHOWN ON A PLAT OF SURVEY ENTITLED SURVEY FOR SHADOW MOUNTAIN SUBDIVISION DATED JUNE 1976 BY BERNARD GREGORY COUNTY SURVEYOR AS RECORDED IN PLAT BOOK 6, PAGE 277, IN THE TOWNS COUNTY RECORDS. SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE THE PROPERTY IS CONVEYED, SUBJECT TO THAT CERTAIN EASEMENT TO BLUE RIDGE MOUNTAIN ELECTRIC MEMBERSHIP CORPORATION RECORDED IN DEED BOOK 124, PAGE 5, TOWNS COUNTY RECORDS.
THE PROPERTY IS CONVEYED SUBJECT TO THOSE CERTAIN RESERVATIONS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR SHADOW MOUNTAIN SUBDIVISION DATED JULY 25, 1994. AS RECORDED IN DEED BOOK 129, PAGES 70-72 TOWNS COUNTY RECORDS.
Said legal description being controlling, however, the property is more commonly known as 1157 SHADOW MOUNTAIN ROAD, HIWASSEE, GA 30546.
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. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorney's 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" basis without any representation, warranty or recourse against the above-named 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 JOHN TIMOTHY TURPIN, 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 with the holder of the Security Deed.
The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Nationstar Mortgage, LLC, Loss Mitigation Dept., 350 Highland Drive, Lewisville, TX 75076, Telephone Number: 888-850-9398 ext 376.
FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION, FKA FT MORTGAGE COMPANIES D/B/A SUNBELT NATIONAL MORTGAGE, A KANSAS CORPORATION as Attorney in Fact for JOHN TIMOTHY TURPIN
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 PURPOSE.
Attorney Contact: Ruben Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corley, Atlanta, GA 30092
Telephone Number: (877) 813-0992 Case No. NAT-12-10885-0002
Ad Run Dates 09/04/2013, 09/11/2013, 09/18/2013, 09/25/2013
www.rublinlublin.com/property-listings.php
T(Sep11,18,25)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 JOSEPH LEN FLOYD to UNITED COMMUNITY BANK, dated December 18, 2008, recorded January 5, 2007, in Deed Book 393, Page 732, Towns County, Georgia records, as last modified by Modification of Security Deed dated March 7, 2012, recorded in Deed Book 511, Page 549, Towns County, Georgia records, said Security Deed being given to secure a Note from JOSEPH FLOYD A/K/A JOSEPH LYNN FLOYD A/K/A JOSEPH LEN FLOYD dated March 7, 2012, in the original principal amount of Twenty Six Thousand Three Hundred Ninety Two and 93/100 (\$26,392.93) 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, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lots 225 and 226 of the 18th District, 1st Section of Towns County Georgia, containing 1.0 acre and being shown as Tract 1 on a plat of survey entitled "Boundary Survey for Brian Kelley" by T. Kirby & Associates, Inc., dated 10/16/2006 and recorded in Plat Book 36, Page 239, Towns County, Georgia Records, which description on said plat is incorporated herein by reference.
Property herein conveyed is subject to matters shown on the above referenced plat. 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, 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 JOSEPH LEN FLOYD or a tenant or tenants.
UNITED COMMUNITY BANK
as attorney in fact for JOSEPH LEN FLOYD
L. Lou Allen
Sittes & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03539
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Sep11,18,25)B

NOTICE OF SALE UNDER POWER
IN SECURITY DEED
STATE OF GEORGIA
COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from David Jacob Bradshaw and Ashley Marie Bradshaw to Bank of Hiawassee, dated January 18, 2008, and recorded in Deed Book 425, Page 413, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification of Deed to Secure Debt dated May 27, 2009 and recorded in Deed Book 456, Page 322, aforesaid records, as assigned to Citizens South Bank (n/k/a Park Sterling Bank), by Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been further modified from time to time, collectively, the "Security Deed"), the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2013, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 70 AND 71, 1ST DISTRICT, 1ST SECTION AND LAND LOT 95, 18TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, CONTAINING 2.49 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY LANTECH SERVICE, INC., DATED DECEMBER 21, 2007, RECORDED IN PLAT BOOK 38, PAGE 32, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION OF SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION.
ALSO CONVEYED HEREIN IS A NON EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS ALONG THE INGRESS/EGRESS EASEMENT AREA AND ALONG THE 9 FOOT GRAVEL DRIVE AS IT CROSSES PROPERTY NOW OR FORMERLY OF J.T. AND JURLDEN POTTER AS SHOWN ON THE ABOVE REFERENCE PLAT.
GRANTOR RESERVES AND THE PROPERTY IS CONVEYED SUBJECT TO A NON EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES ALONG THE 20 FOOT EASEMENT AREA AS SHOWN ON THE ABOVE REFERENCE PLAT, AND A 20 FOOT EASEMENT, BEING 20 FEET IN WIDTH FROM AND RUNNING ALONG AND PARALLEL WITH THE FOLLOWING PROPERTY LINE: BEGINNING AT THE WESTERN MOST CORNER OF THE ABOVE DESCRIBED PROPERTY, SAID CORNER BEING N34-50-14W 20 FEET TO CENTER LINE OF UPPER HIGHTOWER RD AS DESIGNATED ON THE ABOVE REFERENCED PLAT, THENCE N55-09-46-E 70.14 FEET.
SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN ON SAID PLAT.
SUBJECT TO ALL MATTERS SHOWN ON SAID PLAT.
SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 417, PAGE 562, TOWNS COUNTY, GEORGIA RECORDS.
PROPERTY KNOWN AS: 8395 CHARLIES CREEK ROAD, HIWASSEE, GEORGIA 30546.
The debt secured by the Security Deed is evidenced by a Renewal Note, dated May 27, 2009, from David Jacob Bradshaw and Ashley Marie Bradshaw to Bank of Hiawassee in the original principal amount of \$195,409.17, as assigned to Citizens South Bank, n/k/a Park Sterling Bank (as same may have been further modified, renewed or amended, collectively, the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.
Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared forecloseable according to its terms.
The above-described real property will be sold to the highest and best bidder for cash as the property of David Jacob Bradshaw and Ashley Marie Bradshaw, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.
To the best of the undersigned's knowledge and belief, the real property is presently owned by David Jacob Bradshaw and Ashley Marie Bradshaw.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is David Jacob Bradshaw and Ashley Marie Bradshaw, and tenants holding under them.
Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for David Jacob Bradshaw and Ashley Marie Bradshaw.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 501-7951
T(Sep11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

THIS IS AN ATTEMPT 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 CURTIS M SHELL to Mortgage Electronic Registration Systems, Inc. as nominee for Homestar Financial Corp, its successors and assigns, dated October 1, 2010, recorded in Deed Book 482, Page 216, Towns County, Georgia Records, as last transferred to JP Morgan Chase Bank, National Association by assignment recorded in Deed Book 512, Page 240 Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of \$183,419.00, 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, 2013, the following described property: All that tract or parcel of land lying and being in Land Lots 8 and 9, 17th District, 1st Section of Towns County, Georgia, being Lot 17 of Standing Meadows Subdivision, Phase I, as shown on a plat of survey by Landtech, Inc., dated June 28, 2004, and recorded in Plat Book 32, Page 176, Towns County, Georgia records, which description is incorporated herein by reference and made a part hereof. Property is conveyed subject to rights of way and easements as shown on said plat. Property is conveyed subject to Declaration and Restrictive Covenants recorded in Deed Book 309, Page 126, Towns County Georgia records. 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: JPMorgan Chase Bank, National Association. JP Morgan Chase Bank, National Association has the authority to negotiate, amend or modify the terms of the loan and can be contacted at 866-550-5705 or by writing to Mail Code LA4-5555 / 700 Kansas Lane, Monroe, LA 71203, to discuss possible alternatives to foreclosure. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase Bank, National Association Mail Code LA4-5555 / 700 Kansas Lane, Monroe, LA 71203, Telephone 866-550-5705. 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 CURTIS M SHELL or a tenant or tenants and said property is more commonly known as 2417 MEADOW RIDGE COURT, YOUNG HARRIS, GA 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 confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for CURTIS M SHELL RCO Legal, P.S. Inc. 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.rcolegal.com TSH: 76487 FEI # 1008-246327 09/04/2013, 09/11/2013, 09/18/2013,09/25/2013
T(Sep11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

Under and by virtue of the power of sale contained in that Deed to Secure Debt With Power of Sale from Chatuge Development Group, LLC to Community Bank and Trust dated January 29, 2007, recorded February 7, 2007, in Deed Book 396, pages 341-343, re-recorded June 21, 2007, in Deed Book 408, Pages 573-575, Towns County, Georgia, Deed records, as modified by that Renewal Loan Agreement recorded in Deed Book 462, Page 461, aforesaid records, held by SCBT d/b/a CBT, a Division of SCBT, 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 Deposit Insurance Corporation as Receiver of Community Bank & Trust to SCBT d/b/a CBT, a Division of SCBT, 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 October, 2013 by SCBT d/b/a CBT, a Division of SCBT, as Attorney-in-Fact for Chatuge Development Group, LLC the following described property:
All that tract or parcel of land lying and being in LL 195, 18th District, 1st Section, Towns County, being Lot 2, containing 1.294 acres, more or less; Lot 3, containing 1.751 acres, more or less; Lot 4, containing 1.123 acres, more or less; Lot 5, containing 1.398 acres, more or less; Lot 9, containing 2.048 acres, more or less; Lot 10, containing 1.686 acres, more or less; Lot 11, containing 1.472 acres, more or less; Lot 12, containing 1.840 acres, more or less; Lot 14, containing 1.029 acres, more or less; Lot 15, containing 1.060 acres, more or less; Lot 16, containing 1.000 acres, more or less; Lot 17, containing 1.000 acres, more or less; Lot 18, containing 1.000 acres, more or less; Lot 19, containing 1.015 acres, more or less; Lot 21, containing 1.055 acres, more or less; Lot 22, containing 0.751 acres, more or less; Lot 23, containing 1.011 acres, more or less; Lot 26, containing 1.007 acres, more or less; Lot 27 containing 1.098 acres, more or less; Lot 28, containing 1.178 acres, more or less; Lot 30, containing 2.141 acres, more or less; Lot 31, containing 1.311 acres, more or less; Lot 32, containing 1.317 acres, more or less; Lot 33, containing 1.461 acres, more or less; Lot 34, containing 2.092 acres, more or less; Lot 35, containing 1.688 acres, more or less; Lot 37, containing 1.003 acres, more or less; Tract 1, containing 0.095 acres, more or less; Common Area, containing 1.079 acres, more or less; Sign Area, containing 0.151 acres, more or less; Fodder Creek Mill as shown on plat of survey by LandTech Services, Inc., James L. Alexander R. L. S. # 2653, dated June 28, 2004 and filed and recorded in Plat Book 34, Pages 35 & 36, Towns County, Georgia records said plat is incorporated herein by reference and made a part hereof.
Subject to the Declaration of Reservations, Covenants and Restrictions for Fodder Creek Mill as filed and recorded in Deed Book 317, Pages 47-50, amended at Deed Book 322, Pages 396-401 in the Office of the Clerk of Superior Court, Towns County, Georgia records.
Subject to the Easement in favor of Blue Ridge Mountain EMC as filed and recorded in Deed Book 300, Pages 433-434 in the Office of the Clerk of Superior Court, Towns County, Georgia records.
This property is subject to all matters and conditions as shown on above referenced plat of survey.
The indebtedness secured by said Deed to Secure Debt With Power of Sale having matured and remaining unpaid, 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 (notice having been given as provided by law).
The property will be sold subject to the following:
(1) all prior restrictive covenants, easements, 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 payable or not yet due and payable; and
(6) matters of record superior to the Deed to Secure Debt With Power of Sale first set out above.
To the best of the undersigned's knowledge and belief, the party in possession is Chatuge Development Group, LLC 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 With Power of Sale.
SCBT d/b/a CBT, a Division of SCBT as Attorney-in-fact for Chatuge Development Group, LLC
This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.
Smith, Gilliam, Williams & Miles, P.A.
P.O. Box 1098
Gainesville, GA 30503
(770) 536-3381
T(Sep11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by CARLA BETH CLOER FRANKLIN to the Bank of Hiawassee, being dated July 5, 2008, recorded in Deed Book 437 Pages 412-417, Towns County Georgia records, last assigned to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records; Citizens South Bank having subsequently merged with Park Sterling Bank and Park Sterling Bank being the surviving entity as evidenced by Affidavit Regarding Articles of Merger recorded in Deed Book 521, pages 650-655, Towns County, Georgia records, said Deed to Secure Debt, securing a note dated July 5, 2008 from Carla Beth Cloer Franklin to Bank of Hiawassee, in the original principal amount of \$66,747.65, with interest thereon as set forth therein, which debt is secured by the aforementioned Deed to Secure Debt, 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, 2013, the following described property:
"All that tract or parcel of land lying and being in Land Lot 50, 17th District, 1st Section of Towns County, Georgia, containing 2.434 acres, more or less, as shown on a plat of survey by Tamrock Associates, Inc., dated December 3, 1997, recorded in Plat Book 23, Page 89, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof.
Subject to all matter and conditions as shown on above referenced plat of survey. The Grantor grants to Grantee a non-exclusive perpetual easement for ingress and egress to the above described property over and across the roadway leading to the above property to US Highway 76.
This conveyance includes the mobile home located thereon, which is personal property. Said mobile home is a 2000 Palmetto II Mobile Home.
Said property is located at 3635 US Hwy 76, Young Harris, GA 30582 a/k/a 3635 Carl Cloer Road, Young Harris, GA 30582." The debt secured by said Deed to Secure Debt, 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 Deed to Secure Debt. 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 Deed to Secure Debt, 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, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, and matters of record superior to the Deed to Secure Debt, first set out above.
The individual or entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Park Sterling Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument.
Said property will be sold as the property of Carla Beth Cloer Franklin.
To the best knowledge and belief of the undersigned, the party in possession of the property is Carla Beth Cloer Franklin, or a tenant or tenants. Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to the federal Protecting Tenants at Foreclosure Act of 2009.
Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as attorney in fact for Carla Beth Cloer Franklin.
Bruce L. Ferguson
Bruce L. Ferguson, P.C.
150 S. Main Street, Ste. D
Hiawassee, GA 30546
(706)-896-9699

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Sep11,18,25)B