## Towns County Herald

**Legal Notices for October 31, 2012** 

**NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Derek D Taylor and Mary Ann W Taylor to National City Mortgage Co. dated May 12, 2003 in the amount of \$121,800.00, and recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred to PNC Bank National Association by assignment; the undersigned, PNC Bank National Association pursuant to said deed and the note thereby secured, has declared the entire amount of said indebted-ness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in December, 2012 , during the legal hours of sale, at the Court-house door in Towns County, sell at public outcry to the highest bilder for cash, the property described in said deed to-wit: All that tract or parcel of land lying being in Land Lot 125, 17th District, 1st Section, Towns County Georgia, containing 2.413 acres as shown on a plat of survey by Tampok Associates Inc. dated 9/24/00 by Tamrok Associates, Inc., dated 9/24/99, recorded in Plat Book 24, page 164, Towns County Records which description on said plat is incorporated herein by reference. The property is subject to the overhead power lines and power pole as shown on

said plat. which has the property address of 1988 Barrett Rd, Hiawassee, Georgia., together with all fixtures and other personal prop-erty conveyed by said deed. The sale will be held subject to any unpaid

taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. 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 pendiate, amend, and modify all terms of

negotiate, amend, and modify all terms of the Security Deed and the note thereby se-cured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Derek D Taylor and Mary Ann W Taylor and the proceeds of said sale will be applied to the payment of said indebtedness, the ex-pense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

**PNC Bank National Association** Attorney in Fact for Derek D Taylor and Mary Ann W Taylor McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com

Towns County Herald Publication Dates:09-27-2012, 10-04-2012, 10-11-2012, 10-18-2012, 10-25-2012, 11-1-2012, 11-8-2012, 11-15-2012, 11-22-2012, 11-29-2012 File No. 12-06123 /FHA/Iseymore

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

T(Sept26,0ct3,10,17,24,31,Nov7,14,21,28)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 Gerald L. and Sheila Murphy Ruud conduct-ing a business as Crooked Creek Farm in the City of Young Harris, County of Towns, in the State of Georgia, under the name of Crooked Creek Farm and that the nature of the business is Farm Products and that the names and addresses of the persons, firms or partnership owning and carrying on said trade or business are Gerald L. Ruud and Sheila M. Ruud, PO Box 842, 6304 Murphy

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE: Mary Eugenia Benson, Petitioner Case No. 12-CV-315-SG NOTICE OF NAME CHANGE

Please take notice that on the 19th day of October 2012, filed a petition in the Superior Court of Towns County, Georgia seeking a name change from Mary Eugenia Benson to Jean M. Benson. Any interested or affected party has the right to appear and file objections. At the expiration of thirty (30) days from the filing of the Petition, upon proof of publication, and if no objection is filed, the Court shall proceed to hear and determine all matters raised by said peti-

Kenya L. Patton Attorney for Petitioner Georgia Bar No. 567255 T(0ct24,31,Nov7,14)B

NOTICE TO DERTORS AND CREDITORS

RE: Estate of Hugh Charles Hoodenpyle All creditors of the estate of Hugh Charles Hoodenpyle, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned accord-ing to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This the 2nd day of October, 2012 Charles David Hoodenpyle, Personal Representative 33 High Country Crossing Morganton, GA 30560 706-897-2325 T(0ct10,17,24,31)P NOTICE OF PETITION TO CHANGE NAME

TOWNS COUNTY Notice is hereby given that Thomas Reed Bush, Jr., the undersigned petitioner, has filed a petition to the Superior Court of Towns County, Georgia, on September 26, 2012, praying for a change in the name of

petition from Thomas Reed Bush, Jr., to Thomas Bush. 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. Objec-tions must be filed with said Court within 30 days of the filing of said petition. This September 26, 2012 Thomas Reed Bush, Jr., Petitioner **NOTICE TO DEBTORS AND CREDITORS** STATE OF GEORGIA **RE: ESTATE OF Barbara Sellars Nichols** 

All creditors of the estate of Barbara Sellars Nichols, 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. David Nichols, Personal Representative 2200 Nichols Lane,

Clayton, GA 30525 706-896-3004 T(0ct10,17,24,31)P NOTICE OF INCORPORATION Notice is given that Articles of Incorporation that will incorporate William K. Mercer, tary of State for filing in accordance with

the Georgia Business Corporation Code. The initial registered office of the corpora-tion is located at 101 S Main Street, Suite 3, Hiawassee, GA 30546 and its initial reg-istered agent at such address is Russell

**NOTICE OF PETITION TO CHANGE NAME COUNTY OF TOWNS** 

Notice is hereby given that Olive Rinehart, also known as Olive Carolyn Rinehart, also known as Olive Carolyn Rinehart Rabun, the undersigned, filed her petition to the Superior Court of Towns County, Georgia on the 26th day of October 2012, praying for a change of her name to Carol R. Rabun. 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 This 26th day of October, 2012

Olive Rinehart, also known as Olive Caro-lyn Rinehart, also known as Olive Carolyn Rinehart Rabun T(Oct31,Nov7,14,21)B

SUMMARY OF PROPOSED CONSTITUTIONAL AMENDMENTS

Pursuant to requirements of the Georgia Constitution, Attorney General Samuel S. Olens, Secretary of State Brian P. Kemp, and Legislative Counsel Wayne R. Allen hereby provide the summaries of the proposed constitutional amendments that will appear on the November 6, 2012, general election ballot for consideration by the people of Georgia (the short headings in bold print are the same as those assigned by the Constitutional Amendments Publication Board pursuant to O.C.G.A. Sec. 50-12-101):

Provides for improving student achievement and parental involvement through more public charter school options. House Resolution No. 1162 Ga. L. 2012, p. 1364

YES ()

NO ( )
Shall the Constitution of Georgia be amended to allow state or local approval of public charter schools upon the request of local This proposal authorizes the General As-

sembly to provide by law for the creation of public state charter schools, which would operate under the terms of charters between the State Board of Education and charter petitioners, while preserving the authority of local boards of education to establish local charter schools. Specifically, the proposal clarifies the authority of the General Assembly to provide for state-wide policies for public education prior to the college or post-secondary level, restates the authority of the General Assembly to establish special schools, prohibits the incurrence of bonded indebtedness or the levy of school taxes for the support of special schools without approval of the local board of education and the voters in the af-fected school system, provides that special

schools may include public state charter schools, pre-serves the authority of local boards of education to establish local charter schools authorizes the expenditure of state funds for special schools, and prohibits the deduction of certain state funds from local school districts as a direct result or con-sequence of the enrollment of students in state charter schools. The General Assembly has enacted a law to exercise the authority granted by the pro-

posed constitutional amendment to provide for public state charter schools. This law will become effective only if the constitutional amendment is ratified by the voters. tional amendment is ratified by the voters. This law is published at Georgia Laws 2012, p. 1298, Sec. 1, and was enacted by 2012 HB 797, Act No. 766. A copy of this entire proposed constitutional amendment is on file in the office of the

judge of the probate court and is available Allows the state to save taxpayer funds through multiyear real estate rental agree-

Senate Resolution No. 84 () NO Shall the Constitution of Georgia be amended so as to provide for a reduction

in the state's operating costs by allowing the General Assembly to authorize certain state agencies to enter into multiyear rental

agreements?"

This proposal authorizes the General Assembly to provide by law for the State Properties Commission, the Board of Regents of the University System of Georgia, and the Georgia Department of Labor to other internal agreements for the posenter into rental agreements for the pos-session and use of real property without obligating present funds for the full amount of obligation the state may bear under the full term of any such rental agreement. Any such agreement shall provide for the termination of the agreement in the event of insufficient funds. The General Assembly has enacted a law to exercise the authority granted by the proposed constitutional amendment to provide for multiyear rental agreements for

real property. This law will become effective only if the constitutional amendment is ratified by the voters. This law is published at Georgia Laws 2012, p. 989, and was en-acted by 2012 SB 37, Act No. 717. A copy of this entire proposed constitutional amendment is on file in the office of the judge of the probate court and is available for public inspection. NT(0ct17,24,31)B STATE OF GEORGIA

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER By virtue of the power of sale contained in that certain Deed to Secure Debt from DA-MON M. CROWDER and GINNY T. CROWDER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. dated November 19, 2009, filed for record January 21, 2010, and recorded in Deed Book 468, Page 682, TOWNS County, Georgia Records, as last transferred to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP by assignment recorded in Deed Book 496, Page 799, TOWNS County, Georgia Records, corrective assignment recorded in Deed Book 517, Page 624, TOWNS County, Georgia Records. Said Deed to Secure Debt having been given to secure a Note dated November 19, 2009 in the original principal sum of TWO HUNDRED FORTY FIVE THOU-SAND TWO HUNDRED FIGHTY AND 0/100 DOLLARS (\$100 FORT) (\$ DOLLARS (\$245,280.00), with interest from date at the rate stated in said Note on the unpaid balance until paid, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at TOWNS County, Georgia, within the legal hours of sale on the first Tuesday in November, the property de-scribed on Exhibit "A" attached hereto and incorporated herein by reference. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments on said loan. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorney's fees.

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING IN THE PROBLEM TO THE PROBLEM TO

VICING, LP holds the duly indorsed Note and is the assignee of the Security Deed to your property. BANK OF AMERICA, N.A. services your loan on behalf of BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP THE CURRENT HOME LOANS SERVICING, LP, the current beneficial owner of your loan. The servicer of this loan is BANK OF AMERICA, N.A.. The individual or entity that has full authority individual of entity that has tuil authority to negotiate, amend, and modify all terms of the mortgage with the debtor is BANK OF AMERICA, N.A., 7105 CORPORATE DR, PLANO, TX 75024-4100; 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 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 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

Said property will be sold as the property of DAMON M. CROWDER and GINNY T. CROWDER. 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 DAMON M CROWDER GINNY T. CROWDER
Phelan Hallinan PLC 303 Perimeter Center North, Suite 800 Atlanta, GA 30346 Telephone: 770-393-4300 Fax: 770-393-4310 This law firm is acting as a debt collector. Any information obtained will be used for that purpose

SITUATE IN THE COUNTY OF TOWNS, STATE
OF GEORGIA AND BEING MORE PARTICU-LARLY DESCRIBED AS FOLLOWS: BEING KNOWN AND DESIGNATED AS LAND LOTS 78 AND 79. 17TH DISTRICT, 1ST SEC-TION, TOWNS COUNTY, GEORGIA, CONTAIN-ING 0.743 ACRES AND BEING LOT 6 OF HIGH-LAND DAKS SUBDIVISION AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC. DATED JANUARY 17, 1997, REVISED MAY 15, 1997, RECORDED IN PLAT BOOK 23, PAGE 30 TOWNS COUNTY BECORPS WHICH

ALL THAT CERTAIN LOT OR PARCEL OF LAND

PAGE 30 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORA-TION HEREIN BY REFERENCE AND MADE A THE IMPROVEMENTS THERE BEING KNOW AS NO 7612 HIGHLAND OAKS DRIVE, YOUNG HARRIS, GA 30582. REING THE SAME PROPERTY WHICH, BY DEED DATED JANUARY 30, 2009, AND RE-CORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TOWNS, GEOR-GIA, IN BOOK 449, PAGE 111, WAS GRATNED AND CONVEYED BY GINNY T. CROWDER UNTO GINNY T. CROWDER AND DAMON M.

STATE OF GEORGIA COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Donald G. Stepanek and Kathleen M. Estapa and Glenda J. Henry to Mort-gage Electronic Registration Systems, Inc., as nominee for Hometown Mortgage, Inc. dated March 5, 2007, and recorded in Deed Book 398, Page 808, Towns County Re-cords, said Security Deed having been last sold, assigned, transferred and conveyed to JPMorgan Chase Bank, National Associa-tion by Assignment, securing a Note in the original principal amount of \$164,000.00, the holder thereof pursuant to said Deed 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, November 6, 2012, 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 LY-ING AND BEING IN THE 19T11 DISTRICT, 1ST SECTION, LAND LOT 63, TOWNS COUNTY, GEORGIA, CONTAINING 0.80 ACRES, MORE OR LESS. AS SHOWN ON A PLAT OF SUR-UN LESS, AS SHOWN ON A PLAI UP SUR-VEY PREPARED BY B. GREGORY, COUNTY SURVEYOR, DATED AUGUST 9, 1979, AND RECORDED IN PLAT BOOK 7, PAGE 16 OF THE TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN SURVEYE BY REFERENCE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BE-GINNING AT THE JUNCTION OF GEORGIA HIGHWAY #17-75 AND HIGHSHOALS ROAD, AIKIA MOODY HOLLOW ROAD (COUNTY ROAD #82); RUNNING THENCE W 2376 FEET TO THE CENTERLINE OF HIGHSHOALS ROAD AT A DIRT ROAD; THENCE S 18 W 147 FEET TO AN IRON PIN AT A MAPLE STUMP, THE

NING; THENCE S 77 E 171 FEET TO A BIRCH TREE; THENCE S 7 W 202 FEET TO A ROCK CORNER; THENCE N 75 30 W 165 FEET TO AN IRON PIN AT A BEECH TREE; THENCE N 3 15 E 202 FEET TO THE TRUE POINT OF BE-Said property is known as 1884 Moody Hol-low Drive, Hiawassee, GA 30546, together with all fixtures and personal property at-tached 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

SAME BEING THE TRUE POINT OF BEGIN-

due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to

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

The sale will be conducted subject (1) to confirmation that the sale is not prohibited

under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor. The property is or may be in the possession of Donald G. Stepanek, Kathleen M. Estapa, and Glenda J. Henry, successor in interest or tenant(s).

JPMorgan Chase Bank, National Association as Attorney-in-Fact for Donald G. Stepanek and Kathleen M. Estapa and Glenda J. Henry
File no. 12-028121

SHADIRD & SWEPTEGER ILLD\*

SHAPIRO & SWERTFEGER, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 AUAMIA, GA 30341-3941 (770) 220-2535/AS www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.
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 Glo-ria Ann Swanson to The Bank of Hiawassee, dated November 13, 1997, recorded in Deed Book 161, Page 631, Towns County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment to be recorded in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY AND 0/100 on 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 November, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 110, 18th District, 1st Section,

Towns County, Georgia containing 1.040 acres, being Lot Two (2) of Rolling Acres Subdivision as shown on a plat of survey by Tamrock Associates, Inc., dated 11/5/97, recorded in Plat Book 22, Page 42 Town County records which description on said plat is incorporated herein by reference. The property is conveyed subject to the water meter and power lines as shown on said plat. The property is conveyed subject to the road right of way as shown on said plat. The property is conveyed subject to the water line running through the proper-ty. The property is conveyed subject to the restrictions of record pertaining to Rolling Acres. 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: Federal National Mortgage Association ("Fannie Mae"). »JPMorgan Chase Bank, National Association can be contacted at 800-848-9136 or by writing to 7255 Baymeadows Way, Jacksonville, FL 32256, 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 (includ-ing 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 re-cord 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 Gloria A. Swanson or a tenant or tenants and said property is more commonly known as 351 Rolling Acres, 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 confirma-

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from ANTHONY J. SILVERS AND STEPHANIE SILVERS to Mortgage Electronic Registration Systems, Inc as nominee for Pine State Mortgage Corporation, dated June 1, 2009, recorded June 1, 2009, in Deed Book 456, Page 290, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Sixty-Eight Thou-sand Three Hundred and 00/100 dollars (\$168,300.00), with interest thereon as pro-vided 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 SER-VICING, LP, secured creditor, there will be sold at public outcry to the highest bid-der for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in No-vember, 2012, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 7 & 30, 17TH
DISTRICT, 1ST SECTION OF TOWNS COUNTY,
GEORGIA, BEING LOT 7, CONTAINING 0.960
ACRES, MORE OR LESS, OF OLD BRASSTOWN ESTATES AS SHOWN ON A PLAT OF
SURVEY BY NORTHSTAR LAND SURVEYING,

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

nev in Fact for Gloria Ann Swanson Johnson

& Freedman, LLC 1587 Northeast Express-way Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/Inc 11/6/12 Our file

no. 1720310-FT20

INC., DATED MAY 13,2002, AS RECORDED IN PLAT BOOK 28, PAGES 134, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE LEGAL DESCRIPTION. SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE AROVE MEM. TIONS AS SHOWN ON THE ABOVE MEN-TIONED PLAT. THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, FIFTY (50) FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO PROTECTIVE COVE-NANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, AS AMEND-ED AT DEED BOOK 324 PAGE 395 TOWNS COUNTY, GEORGIA RECORDS.
Said legal description being controlling, however the property is more commonly known as 2113 BRASSTOWN 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 navments provided for under and all other payments provided for unce 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 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 ANTHONY J. SILVERS AND STEPHANIE SILVERS. AN-

THONY J. SILVERS, STEPHANIE SILVERS, or tenants(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

The entity having full authority to negoti-ate, 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, PTX-A-274, Plano, TX 75024, Tele-phone Number: 800-720-3758 for and on

behalf of the secured creditor. 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 ANTHONY J. SILVERS AND STEPHANIE SIL-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-11-11001-0008 Ad Run Dates 10/10/2012, 10/17/2012, 10/24/2012, 10/31/2012

www.rubinlublin.com/property-listings.

php T(0ct10,17,24,31)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Willis W Williams, Jr. and Linda

G Page Williams to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans Inc., its successors and assigns dated July 24, 2006 in the amount of \$200,000.00, and recorded in Deed Book 380, Page 82, Towns Coun-ty, 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 Mergrer to of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Coun-trywide Home Loans Servicing LP pursuant to said deed and the note thereby secured, has declared the entire amount of said in-debtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in November, 2012 during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit: The following described property: All that tract or parcel of land lying and being in Land Lot 29, 17th District, 1st Section, Towns County, Georgia, containing 0.45 acres and shows as Tract Two (2) on a plat of survey by Blarisville Surveying Co., R.S. No. 2228 dated January 23, 1996, re-corded in Plat Book 19, Page 43 Towns County Records, and re-drawn December 3, 1998, as recorded in Plat Book 22 Page 287 Towns County Records which descrip-tions are incorporated herein by reference and made a part hereof. The Grantor grants ment for ingress and egress to the above described property along the easement as shown on said plat running from GA Hwy 339. The property is conveyed subject to the road easement as shown on said plat. Address: 1801 Bassett Ln.; Young Harris, GA 305822101 Tax Map or Parcel ID No.: 7-57 which has the property address of 1801 Bassett Lane, Young Harris, Georgia., to-gether with all fixtures and other personal

ments, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited 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-

property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-

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 secured in accordance with O.C.G.A. Section 44-14-162.2(a). Said property will be sold as the property of Linda G. Williams aka Linda G. Page Wil-liams and Willis W. Williams, Jr and the

of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforemen-tioned Security Deed. Bank of America, N.A., Successor by Merg-er to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP Attorney in Fact for Willis W Williams, Jr. and Linda G Page Wil-

proceeds of said sale will be applied to the payment of said indebtedness, the expense

McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald Publication Dates:10-11-2012, 10-18-2012, 10-25-2012, 11-01-2012

File No. 10-09667 /FNMA/aiackson THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-

THIS LAW FINN IS ACTION AS A DEBT COLLECT A 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
Charles D Jones to Wells Fargo Bank, NA,
dated February 2, 2007, recorded in Deed
Book 396, Page 264, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of NINETY-FOUR THOU-SAND AND 0/100 DOLLARS (\$94,000.00), 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 November, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of 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 inspection of the property, any assessments, 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 authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Charles D Jones or a tenant or tenants and said property is more commonly known as 3294 Hwy 76 E, 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. Wells Fargo Bank, NA as Attorney in Fact for Charles D Jones McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/tf3 11/6/12 Our file no. 5936912-FT7 EXHIBIT "A" Tract 1 All that tract or parcel of land lying and being in Land Lot 181 of the 18th District, 1st Section, Towns County, Georgia, being known as Tract 1, containing .613 acres, more or less, as shown on a plat of survey by T. Kirby & Associates, Inc., Tony G. Kirby G.R.L.S. No.2988, dated 01/30/07 and recorded in Deed Book 36, Page 261, in the Towns County records which description an early plat incorrons

which description on said plat is incorpo-rated herein for reference. This conveyance is subject to all easements and restrictions of record, if any, and all ad valorem taxes for 2007 and subsequent years not yet due and payable. This being the same property conveyed unto Todd L. Bishop by Warranty Deed from Hugh Dayton dated, 08/30/06 and recorded in Deed Book 382, Page 672 in the Towns County Records.
Tract 3 All that tract or parcel of land lying and being in Land Lot 181 of the 18th
District, 1st Section, Towns County, Georgia, being known as Tract 3 containing .160

acres, more or less, as shown on a plat of survey by T. Kirby & Associates, Inc., Tony G. Kirby G.R.L.S. No. 2988, dated 01/30/07 and recorded in Deed Book 36, Page 261, in the Towns County Records which description on said plat is incorporated herein for reference. This conveyance is subject to all essembles and restrictions of record. all easements and restrictions of record, if any, and all ad valorem taxes for 2007 and subsequent years not yet due and payable. This being the same property conveyed unto Hugh Dayton by Warranty Deed from Hugh Dayton dated, 08/30/06 and recorded in Deed Book 382, Page 672 in the Towns County Records. MR/tf3 11/6/12 Our file no. 5936912 - FT7

**NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
Under and by virtue of the power of sale
contained in that certain Deed to Secure Debt from Northland Title Pawn, LLC to Community Bank and Trust dated , and recorded , in Deed Book , Pages , Towns County, Georgia Deed records, and any further renewals or modifications thereto, held by SCBT d/b/a CBT, a Division of SCBT pursuant to that Purchase and Assumption Agreement among Federal Deposit Insur-ance 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 Cor-poration as Receiver of Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. n/k/a SCBT d/b/a CBT, a Divi-sion 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 November, 2012 by SCBT d/b/a CBT, a Division of SCBT, as Attorney-in-Fact for Northland Title Pawn, LLC the following

All that tract or parcel of land lying and being in Land Lot 51, 17th District, 1st Section, Towns County, Georgia, being Lot 5, containing 0.85 acres, more or less, and Lot 6, containing 1.14 acres, more or less, of Block "H" Lake Forest Estates, and being shown on a plat of survey done by Tamrok Associates, Inc., dated September 10, 1992 and filed and recorded at Plat Book 17, Page 37, Towns County, Georgia records. Said plat being incorporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above referenced plat. The property is conveyed subject to the restrictions for Block "H" Lake Forest Estates as recorded at Deed Book 93, Pages 617-619, Towns County, Georgia records. Lot 5 is subject to the perpetual, non-exclusive easement of nd egress to reach Lot 4 over across Lot 5 across the currently existing driveway. The indebtedness secured by said Deed

described property:

to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby, 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 fol-(1) all prior restrictive covenants, easements, rights-of-way or

ments, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstand-ing 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 security deed first set out above. To the best of the undersigned's knowledge and belief, the party in possession is North-land Title Pawn, LLC 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 Deed to Secure Debt. SCBT d/b/a CBT, a Division of SCBT as Attorney-in-fact for Northland Title Pawn, This law firm is acting as a debt collector

attempting to collect a debt, any informa-tion obtained will be used for that purpose. The Knott Firm, LLC 670 East Kytle Street Cleveland, GA 30528 706-219-3227 File No. : F12-1200

**NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Chatuge Properties, LLC to Com-munity Bank and Trust dated , and recorded , in Deed Book , Pages , Towns County, Geor-gia Deed records, and any further renew-als or modifications thereto, 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, N.A. d/b/a CBT, a Division of SCBT, N.A. n/k/a 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 November, 2012 by SCBT d/b/a CBT, a Division of SCBT, as Attorney-in-Fact for Chatuge Properties, LLC the following described property: Tract 1: All that tract or parcel of land lying and being in Land Lot 42, 18th District, 1st

Section, Towns County, Georgia, containing
0.28 acres, more or less, as shown on a plat
of survey by B. Gregory, County Surveyor,
dated July 1976 and recorded in Plat Book
5, Page 222, Towns County, Georgia records
and being shown as Lot 3. Said plat being
incorporated bersin by reference, bareto incorporated herein by reference hereto. This being the same property conveyed to the Grantors in a warranty deed dated August 12, 1978 by Elizabeth T. Brumfield and recorded at Deed Book 62, Page 649, Towns County, Georgia records. Tract 2: All that tract or parcel of land lying and being in Land Lot 72, 18th District, 1st Section, Towns County, Georgia, containing 0.41 acres and being more particularly described as follows: BEGINNING at an iron pin set at the point where the North right of way line of a road intersects the center line of an old road, said point being 0.15 miles from GA Highway 76; thence along and with the said North right of way line North 75° West 100 feet to an iron pin; thence S 9° 30' West 64 feet to an iron pin; thence North 87° West 71 feet to an iron pin; thence North 35° 22' East 269 feet to a point in the center line of the old road mentioned above; thence along and with the said center line South 2° 14' East 200 feet to the point of BEGINNING. Grantors grant to Grantees, their heirs and assigns a right to beach or moor a boat or boat dock on the shores of Lake Chatuge and a right of ingress and egress thereto as more particularly described in a deed between Fred W. Vossbruch and Elanine H. Brossbruch to Joseph M. Pabst, Jr. and Trudie E. Pabst as recorded at Deed Book X-1, Page 405, Towns County, Georgia re-cords. This being all the property conveyed in a warranty deed recorded at Deed Book X-1, Page 405, Towns County, Georgia re-The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the pay-

ment of the indebtedness secured thereby, 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 fol-(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 security deed first set out above.
To the best of the undersigned's knowledge and belief, the party in possession is Chatuge Properties, LLC 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 Deed to

SCBT d/b/a CBT, a Division of SCBT as Attorney-in-fact for Chatuge Properties, LLC. This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose. The Knott Firm, LLC 670 East Kytle Street Cleveland, GA 30528 706-219-3227 File No.: F12-1202 T(0ct10,17,24,31)B

Secure Debt.

**NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
Under and by virtue of the power of sale
contained in that certain Deed to Secure Debt from Northland Financial Services. LLC to Community Bank and Trust dated , and recorded, in Deed Book , Pages , Towns County, Georgia Deed records, and any further renewals or modifications thereto, held by SCBT d/b/a CBT, a Division of SCBT pursuant to that Purchase and Assumption Agreement among Federal Deposit Insur-ance 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 Cor-poration as Receiver of Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. n/k/a SCBT d/b/a CBT, a Division of SCBT, the undersigned will sell at public outcry to the highest bidder for cash before

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 November, 2012 by SCBT d/b/a CBT, a Division of SCBT, as Attorney-in-Fact for Northland Financial Services, LLC the following described property:

All that tract or parcel of land lying and being in Land Lot 111, 18th District, P Section, Towns County, Georgia, and containing 0.520 acres, more or less, as shown ing 0.520 acres, more or less, as shown on a plat of survey prepared by Tony G. Kirby, RLS, dated December 9, 2005, as recorded in Plat Book 29, Page 230, Towns County, Georgia records, said plat being incorporated herein by reference hereto for a more complete description of the above described property. The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey. ALSO CONVEYED herewith is a perpetual, non-exclusive easement over and across the 10 foot ingress and egress easement shown on the above referenced

plat of survey.
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, 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 fol-(1) all prior restrictive covenants, ease-

ments, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstand-ing 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 security deed first set out To the best of the undersigned's knowledge and belief, the party in possession is North-land Financial Services, LLC 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 Deed to Secure Debt.
SCBT d/b/a CBT, a Division of SCBT as Attorney-in-fact for Northland Financial Services, LLC. This law firm is acting as a debt collector

attempting to collect a debt, any informa-tion obtained will be used for that purpose. The Knott Firm, LLC 670 East Kytle Street Cleveland, GA 30528 706-219-3227 File No.: F12-1201