## Towns County Herald

**Legal Notices for November 7, 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 bidder for cash, the property described in said deed to-wit: All that tract or parcel of land lying and being in Land Lot 125, 17th District, 1st Section, Towns County Georgia, containing 2.413 acres as shown on a plat of survey 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. LEGAL NOTICE LEGAL NOTICE Licklog Players, Inc. Annual Membership Meeting On Sunday, November 18, 2012 Licklog Players, Inc. will hold its annual member-ship meeting at 3:00 p.m. in the Black Box

Mon-Fri 10 a.m. to 2:00 p.m. APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME PARTNERSHIP OR OTHERS

Theater at Creekside Plaza in Hayesville, NC. All members are welcome. For further information call our office (828) 389-8632

STATE OF GEORGIA COUNTY OF TOWNS COUNTY OF TOWNS
The undersigned does hereby certify that
Gerald L. and Sheila Murphy Ruud conducting 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 Superi-

or 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(Oct24,31,Nov7,14)B NOTICE OF PETITION TO CHANGE NAME

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 of said petition. This 26th day of October, 2012 Olive Rinehart, also known as Olive Carolyn Rinehart, also known as Olive Carolyn Rinehart Rabun T(0ct31,Nov7,14,21)B

STATE OF GEORGIA NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed

executed by Eva K. McNeal and Mamie K. Poppell to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, and its successors and assigns dated May 17, 2007, and recorded in Deed Book 406, Page 557, Towns County Records exid Security Deed have County Records, said Security Deed hav-ing been last sold, assigned, transferred and conveyed to Wells Fargo Bank, N.A. by Assignment, securing a Note in the origi-nal principal amount of \$133,200.00, 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, December 4, 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: described in said Deed, to-wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 33 & 44,
18TH DISTRICT, 1ST SECTION, TOWNS
COUNTY, GEORGIA, CONTAINING 1.50
ACRES, AS SHOWN ON A PLAT OF SURVEY
BY LANDTECH SERVICES, INC., RS #2653,
DATED 6/9/06 AND RECORDED IN PLAT
BOOK 36, PAGE 59, TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT
IS INCORPORATED BY REFERENCE AND IS INCORPORATED BY REFERENCE AND MADE A PART HEREUF.
Said property is known as 1603 Upper Bell
Creek 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. 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 dis-tributed 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 Eva K. McNeal and Mamie K. Poppell,

Wells Fargo Bank, N.A. as Attorney-in-Fa for Eva K. McNeal and Mamie K. Poppell File no. 12-035872 SHAPIRO & SWERTFEGER, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/KMM WWW.SWERTEGER.NET
\*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL

successor in interest or tenant(s).

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 Reba A Berrong to Mortgage Electronic Registration Systems, Inc., dated July 5, 2007, re-corded in Deed Book 410, Page 211, Towns County, Georgia Records, as last trans-

ferred to SunTrust Mortgage, Inc. by as-signment recorded in Deed Book 516, Page 676, Towns County, Georgia Records, conveying the after-described property to se-cure a Note in the original principal amount of TWO HUNDRED EIGHTY THOUSAND AND 0/100 DOLLARS (\$280,000.00), with in-terest 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 December, 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 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 (includtaxes which are a lien, but not 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. SunTrust Mortgage, Inc. is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Suntrust Mortgage, Inc., 1001 Semmes Avenue, Richmond, VA 23224, 866-384-0903. To the best knowledge and belief of the undersigned, the party in possession of the property is Reba A Berrong or a tenant or tenants and said property is more commonly known as 1373 Old Schoolhouse Road, 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 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. SunTrust Mortgage, Inc. as Attorney in Fact for Reba A Berrong Mc-Calla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosure-hotline.net MR/nrb1 12/4/12 Our file no. 5982212-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 43 and 44, 17th District, 1st Section of Towns County, Georgia, being Lot 14, containing 1.305 acres, more or less, of Brass-town Creek Meadows Subdivision, Phase II, as shown on plat of survey by LandTech

Services, Inc., dated August 8, 2005 and recorded in Plat Book 35, Pages 47-48, Towns County, Georgia Records, said plat

being incorporated hereby by reference and made a part hereof. Subject to blan-ket easement to Blue Ridge Mountain EMC as recorded in Deed Book 338, Page 48, Towns County, Georgia Records. Property is subject to covenants and restrictions as recorded in Deed Book 349, Pages 252 and as amended in Deed Book 354 Pages 57-60, Towns County, Georgia Records. Property is subject to all matters as shown on above referenced plat of survey. MR/nrb1 12/4/12 Our file no. 5982212 - FT15 NOTICE OF SALE UNDER POWER

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 HAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by George S. Keep and Marian M. Keep to Mortgage Electronic Registration Systems, Inc., as nominee for Appalachian Community Bank, its successors and assigns, dat-ed September 16, 2004, recorded in Deed Book 314, Page 548, Towns County, Georgia Records and as modified by that certain Loan Modification Agreement recorded in Deed Book 320, Page 575, Towns County, Georgia Records, as last transferred to JP-Morgan Chase Bank, National Association by assignment recorded in Deed Book 512, Page 239, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED THOUSAND AND 0/100 DOLLARS (\$100,000.00), with interest thereon as set forth therein, 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 Decem-2012, the following described property: 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, in-cluding 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 dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out above. JPMorgan Chase Bank, National Association 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: JPMorgan Chase Bank, National debtor is: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Colum-bus, OH 43219, 800-446-8939. To the best knowledge and belief of the undersigned, the party in possession of the property is George S. Keep and Marian M. Keep or a tenant or tenants and said property is more commonly known as 5225 Laurel Ridge, 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 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. JPMorgan Chase Bank, National Association as Attorney in Fact for George S. Keep and Marian M. Keep McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/ts1 12/4/12 Our file no. 5945112-FT18 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 153 of Towns County, Georgia, and being Lot 56 of Deerfield Subdivision, containing 0.577 acres, more or less, as shown on a plat of survey by Tamrok Associates, Inc., dated lyby 27 2011 and recorded in High County

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 SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE RANK FER 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 Thousand One Hundred Eight and 00/100 dollars (\$217,108.00), 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 SERVIC-ING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, 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 December, 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 #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
THE CLERK OF SUIPERBEING POLITY'S OFFICE 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 LEISURE LANE; YOUNG HARRIS, GA 30582 TAX MAP OR PACCEL ID NO: 00188-042 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-DIS CA 36522 RIS, GA 30582.
The indebtedness secured by said Security

July 27, 2001, and recorded in Union County Records in Plat Book 26, Page 296. Said plat is incorporated herein, by reference hereto,

for a full and complete description of the above described property. MR/ts1 12/4/12 Our file no. 5945112 - FT18

**NOTICE OF SALE UNDER POWER** 

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 indebted-ness 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" basis 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 navable); the 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; assess-ments; 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 SR., 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

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: 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, Telephone 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 SERas 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 150, Peachtree Corners, GA 30092

Telephone Number: (877) 813-0992 Case No. BAC-12-05071-0005 Ad Run Dates 11/07/2012, 11/14/2012, Au null bates 11/01/2012, 11/14/2012, 11/21/2012, 11/21/2012, 11/28/2012 www.rubinlublin.com/property-listings. 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 Ron-ald H. Browning and Jimmie Anne Browning to Mortgage Electronic Registration Systems, Inc as nominee for E-LOAN, INC. its successor and assigns, dated November 10, 2008, recorded in Deed Book 445, Page

252, Towns County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 516, Page 28, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED TWENTY-FIVE THOUSAND AND 0/100 DOL-LASS (\$125,000,00), with interset thereon. LARS (\$125,000.00), 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 Coun-ty, Georgia within the legal hours of sale on the first Tuesday in December, 2012, the following described property:All that tract or parcel of land lying and being in Land Lot 145, 18th District, 1st Section, Towns Georgia heing 1.315 acres as per Survey For Ronald H. Browning & Jimmie Anne Browning, at Plat Book 28, Page 54, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof. Subject to all easements and rights of record. The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, in-cluding attorney's fees (notice of intent to JPMorgan Chase Bank, National Association 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 800-446-8939 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 Ronald H. Browning and Jimmie Anne Browning or a tenant or ten-ants and said property is more commonly known as 728 Bearmeat Spur, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Ronald H. Browning and Jimmie Anne

Browning Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/vai 12/4/12 Our file no. 1528211-FT20

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 Rob-ert R Taylor and Jackilee T. Taylor to Mort-gage Electronic Registration Systems, Inc. as nominee for SunTrust Mortgage, Inc. its successors and assigns, dated February 12, 2009, recorded in Deed Book 449, Page 24, Towns County, Georgia Records, as last transferred to Federal National Mortgage Association by assignment recorded in Deed Book 519, Page 726, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED EIGHT THOUSAND SIX HUNDRED AND 0/100 DOLLARS (\$208,600.00), 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 Counbefore the countriouse door of howns country, Georgia within the legal hours of sale on the first Tuesday in December, 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 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 Security Deed first set out above. Federal Na-tional Mortgage Association 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: Seterus, Inc., 14523 S.W. Millikan Way Suite 200, Beaverton, OR 97005, 888-917-3094. To the best knowledge and belief of the undersigned, the party in possession of the property is Robert R Taylor and Jackilee T. Taylor or a tenant or tenants and said property is more commonly known as 773 Crooked Creek Connect, 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 confirmation and audit of the status of the loan with the holder of the security deed. Federal National Mortgage Association as Attorney in Fact for Robert R Taylor and Jackilee T. Taylor McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/nh5 12/4/12 Our file no. 5816312-FT8 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 63, District 17, Section 1, Towns County, Georgia records, containing 0.85 acre, more or less, and being Lot "A" of Pine Crest Subdivision, Phase II, as shown on a plat of survey by Tamrok Engineering, Inc., dated 6/4/88, recorded in Plat Book 11, Page 138, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the road right of way as shown on said plat. The property is conveyed subject to the restrictions of record in Deed Book 94, Pages 179-180, Towns County, Georgia records. MR/nh5 12/4/12 Our file no. 5816312 - FT8

COUNTY OF TOWNS

By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt (With Future Advance Clause) dated August 9, 2007, from BRANDON GLEN HICKS ("Debtor") to BANK OF HIAWASSEE ("Original Lender") and recorded in Deed Book 413, Pages 64-71, and as modified in Deed Book 442, Page 594, and Deed Book 442, Page 263, TOWNS County, Georgia records, as assigned to CADC/RADC VENTURE 2011-1, LLC, pursuant to that certain Assignment of Real Estate Deed to Secure Debt recorded December 28, 2011, and recorded in Deed Book 505, Page 414, TOWNS County, Georgia deed records which was further assigned to ACORN 6B SPRINKLES DRIVE REAL ESTATE, LLC("Holder") pursuant to that certain Assignment of Real Estate Deed to Secure Debt dated October 12, 2012, and recorded in Deed Book 521, Pages 833-836, TOWNS County, Georgia deed records (as said Deed to Secure Debt from time to time may have been or may be assigned, assumed, modified, amended, or amended and restated is hereinafter referred to as the "Security Deed"), said Security Deed being given to secure a note dated August 9, 2007, in the amount of FIFTY FIVE THOUSAND SIX HUN-DRED NINETY EIGHT AND No/100 Dollars (\$55,698.00) (said note, as same from time to time may have been endorsed, renewed, replaced, modified, assigned, amended, or amended and restated, being hereinafter referred to as the "Note"); together with any and all indebtedness owing by Debtor to Holder, there will be sold by the under-signed at public outcry to the highest bidder for cash before the Courthouse door in TOWNS County, Georgia, within the legal hours of sale on the first Tuesday in DE-CEMBER, 2012, all of Debtor's right, title and interest in and to the following described property (collectively, the "Property"): ALL THAT TRACT OR PARCEL OF LAND LYING ALL HAT I HAD US PARGEL OF LAND LYING AND BEING IN LL 45 & 46, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, TRACT 2, AND CONTAINING 1.275 ACRES, MORE OR LESS AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR SURVEYING & MAPPING, INC., DATED 08/04/06. AND RECORDED IN PLAT BOOK 36, PAGE 176, TOWNS COUNTY, GEOR-SAID PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO, FOR A FULL AND COM-PLETE DESCRIPTION OF THE ABOVE

DESCRIBED PROPERTY.

**NOTICE OF SALE UNDER POWER** 

STATE OF GEORGIA

DESCRIBED PROPERTY.

ALSO GRANTED HEREIN IS AN EASEMENT FOR INGRESS AND EGRESS OVER THE TEN FOOT GRAVEL ROAD KNOWN AS SPRINKLES DRIVE, AS SHOWN ON SAID PLAT, FOR THE PURPOSE OF ACCESSING UPPER BELL CREEK ROAD FROM TRACT 2.

TOGETHER WITH ALL RIGHTS, EASEMENTS, APPURTENANCES, ROYALTIES, MINERAL RIGHTS, OIL AND GAS RIGHTS, CROPS, TIMBER, ALL DIVERSION PAYMENTS OR THIRD PARTY PAYMENTS MADE TO CROP PRODUCERS, ALL WATER AND RIPARIAN PRODUCERS, ALL WATER AND RIPARIAN RIGHTS, WELLS, DITCHES, RESERVOIRS, AND WATER STOCK AND ALL EXISTING AND FUTURE IMPROVEMENTS, STRUCTURES, FIXTURES, AND REPLACEMENTS THAT MAY NOW, OR AT ANY TIME IN THE FUTURE, BE PART OF THE REAL ESTATE DESCRIBED ABOVE (ALL REFERRED TO AS iPROPERTY). The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of princi-pal and interest when due. The indebted-ness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the in-debtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental assessments and to all prior remembrations. ernmental assessments and to all prior re-strictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those ap-pearing after the date of the Security Deed and consented to by the grantee therein. The entity that has full authority to negoti-ate, amend, and modify all the terms of the Security Deed with Grantor is the secured creditor: ACORN 6B SPRINKLES DRIVE REAL ESTATE, LLC, c/o Sabal Financial Group, L.P., 465 North Halstead Street, Suite 130, Pasadena, California 91107, telephone number 949-517-0801. Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument.

ACORN 6B SPRINKLES DRIVE REAL ESTATE, a Georgia limited liability company as attorney-in-fact for BRANDON GLEN HICKS

PERRIE & ASSOCIATES, LLC 100 Galleria Parkway Suite 1170 Atlanta, Georgia 30339 (770) 579-2700 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT OR ENFORCE THE TERMS AND CON-DITIONS OF THE SECURITY DEED AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T(Nov7,14,21,28)B STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER By virtue of a Power of Sale contained in TURPEN and REGINA TURPEN to SOUTHERN MULTICAPITAL CORPORATION dated Janu-

ary 28, 2011, recorded in Deed Book 488, Pages 776-777, Towns County, Georgia, records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hun-dred Seventy Five Thousand and No/100 (\$175,000.00) Dollars with interest thereon as provided for therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns 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 6, 17th District, 1st Section, Towns County, Georgia, containing 0.863 acres, being shown as Lot Fourteen (14) of Rustic Ridge Subdivision on a plat of survey by Northstar Land Surveying, Inc. as recorded in Plat Book 32, Page 213, Towns County records, which description on said

plat is incorporated herein by reference and made a part hereof. Subject to Reser-vations and Restrictive Covenants as recorded in Deed Book 311, Pages 309B310, Towns County records. Subject to ease-ments as recorded in Deed Book 68, Page 691, Deed Book 240, Page 474, and Deed Book 300, Page 21, Towns County records. Subject to easement to BRMEMC recorded in Deed Book 216, Page 224, Towns County records. Subject to a Deed of Easement re-corded in Deed Book 251, Page 100, Towns County records. Subject to any easements, restrictions, and rights-of-way as show on said plat. Said property is commonly known as: 2553 Rustic Ridge Trail, 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 indebted-ness 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 attorney's fees and all other payments provided for under

the terms of the Security Deed and Note. Said property will be sold subject to the following 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 assessments; all outstanding bills for public unities 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 posses-sion of the property is JERRY TURPEN and REGINA TURPEN or tenant(s). SOUTHERN MULTICAPITAL CORPORATION as Attorney in Fact for JERRY TURPEN and REGINA TURPEN Contact: Cary D. Cox CARY D. COX, P.C. Blairsville, GA 30514 (706) 745-7420 THIS LAW FIRM IS ATTEMPTING TO COL-

LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

T/Nov7 14 21 28\B

**COUNTY OF TOWNS** Under and by virtue of the power of sale

contained with that certain Deed to Se-cure Debt dated June 7, 2005, from Mark E Moxley to Mortgage Electronic Registration Systems, Inc. as nominee for Pine State Mortgage Corporation, recorded on June 9, 2005 in Deed Book 337 at Page 279, Towns County, Georgia Records, having been last sold, assigned, transferred and conveyed to U.S. Bank National Association, as Trustee for certificate holders of Bear Stearns As-set Backed Securities I LLC, Asset-Backed Certificates, Series 2005-AC6 by Assignment and said Deed to Secure Debt having been given to secure a note dated June 7, 2005, in the amount of \$136,000.00, said note being in default, the undersigned will sell at public outcry during the legal hours of sale before the door of the courthouse of Towns County, Georgia, on December 4, 2012, the following described real property (hereinafter referred to as the "Property"): ALL THAT TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN LAND LOT 13 and 14, 17TH DISTRICT, 1ST SECTION, LOT 17 OF OTIS BURDETTE SUBDIVISION, TOWNS COUNTY, GEORGIA AS SHOWN ON A PLAT OF SURVEY BY CE FRALEY, RS ON AUGUST 10-17, 1967 AND RECORDED IN PLAT BOOK 1, PAGE 151 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, TOWNS COUNTY, GEORGIA; SAID PROPERTY BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A PRIVATE ROAD MARKED BY AN IRON STAKE: THENCE SOLITH 11 WEST 256 IRON STAKE: THENCE SOUTH 11 WEST 256 FEET TO A POINT; THENCE NORTH 84 EAST 95 FEET TO A POINT; THENCE NORTH 68 EAST 43 FEET TO A POINT: THENCE NORTH 16 EAST 89 FEET TO A POINT ON THE ABOVE MENTIONED PRIVATE ROAD; THENCE WITH SAID PRIVATE ROAD NORTH 38 WEST 175 FEET TO THE PLACE OF BEGINNING. SUB-JECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY. The debt secured by the Security Deed and evidenced by the note and has been, and is hereby, declared due and payable because of, among other pos-sible events of default, failure to make the payments as required by the terms of the Note. The debt remaining is in default and this sale will be made for the purposes of paying the Deed to Secure Debt, accrued interest, and all expenses of the sale, including attorneys' fees. Notice of intention to collect attorneys' fees has been given as provided by law. To the best of the un-dersigned's knowledge, the person(s) in possession of the property is/are Mark E Moxley. The property, being commonly known as 2480 Capes Street, Young Harris, GA 30582 in Towns County, will be sold as the property of Mark E Moxley, subject to any outstanding ad valorem taxes (including taxes which are a lien and not yet due and payable), any matters affecting title to the property which would be disclosed by accurate survey and inspection thereof and all assessments, liens, encumbrances restrictions, covenants, and matters of record to the Security Deed. Pursuant to O.C.G.A.Section 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 is as follows: JP Morgan Chase Bank, Na-tional Association, 7757 Bayberry Road, Jacksonville, FL 32256, 1-866-349-3540 The foregoing notwithstanding, nothing in O.C.G.A. Section 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instru-ment. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under U.S. Bankruptcy code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Albertelli Law Attorney for U.S. Bank National Association, as Trustee for certifi-cateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates Series 2005-AC6 as Attorney in Fact for Mark E Moxley 100 Galleria Parkway, Suite

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in that certain Real Estate Deed to Secure Debt (the "Security Deed"), dated as of May 15, 2007 and recorded on May 22, 2007 at 3:35 p.m. in Deed Book 406, beginning at page 110, and re-recorded on October 19, 2007 at 3:50 p.m. in Deed Book 419, beginning at page 23, in the Clerk of Superior Court of Towns County, Georgia, which was modified by Modification of Deed to Secure Debt dated March 25, 2009 and recorded on April 3, 2009 at 10:18 a.m. in Deed Book 452, beginning at page 242, in the Clerk of Superior Court of Towns County, Georgia, from GEORGE L. POOLE IV and JENNIFER L. POOLE, individuals (hereinafter collectively referred to as "Grantor"), to ACORN 6B SUNNYSIDE ROAD REAL ESTATE, LLC, a Georgia limited liability company (as successor to CADC/RADC Venture 2011-1, LLC, which was successor to FDIC, as Re-ceiver for Bank of Hiawassee d/b/a Bank of Blairsville) (hereinafter referred to as "Grantee"), said Security Deed being given to secure payment of that certain promissory note (the "Note"), dated May 15, 2007, given by Grantor in the original principal amount of \$1,061,349.00 ("Loan"), with interest accruing from the date of execution at the applicable rates specified therein. Grantee, as Attorney-in-Fact for Grantor, will sell at public outcry to the highest and best bidder for cash, between the legal hours of sale before the Courthouse door at Towns County, Georgia, on December 4, 2012 (such date being the first Tuesday in December), the property conveyed by the Security Deed (the "Premises"), and de-scribed as follows, to-wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 224, DISTRICT 18, SECTION 1, TOWNS COUNTY, GEORGIA, BE-ING SHOWN AS TRACT TWO (2) CONTAINING 4.226 ACRES ON PLAT OF SURVEY ENTITLED 4.220 ACRES ON PLAT OF SURVEY ENTITLED
"SURVEY FOR LEN POOLE" PREPARED BY
SOUTHERN GEOSYSTEMS, LTD., W. GARY
KENDALL, R.L.S. DATED MARCH 18, 2006
AS REVISED JANUARY 23, 2007 AND RECORDED IN PLAT BOOK 37, PAGE 1, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY ALSO CONVEYED IS AN EASEMENT FOR

960 Atlanta, GA 30339 Phone: (866) 690-0418 A-4323036 11/07/2012, 11/14/2012, 11/21/2012, 11/28/2012

TOGETHER WITH: 1. All rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop pro-ducers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all

INGRESS AND EGRESS ALONG THE "12 AS-PHALT DRIVE" TO HOOPER BRANCH ROAD

AS SHOWN ON THE ABOVE REFERENCED

existing and future improvements, struc-tures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above. The indebtedness evidenced by the Note and secured by the Security Deed is in default and such indebtedness has been accelerated and is due and payable in full. Accordingly, the Premises will be sold at public outcry pursuant to the terms of the power of sale set forth in the Security Deed. The Security Deed will be foreclosed concurrently. The Premises will be sold subject to all of the following: (a) any outstanding ad valorem taxes (including taxes which are a lien but not yet due and payable), (b) any mat-ters which might be disclosed by an accurate survey and inspection of the Premises, (c) any assessments, liens, encumbrances, restrictions, covenants, and matters of record superior to the Security Deed and (d) any zoning ordinances, building codes or other governmental laws, rules and regulations applicable to the Premises. The Premises will be sold on an "as is, where is" basis without representation or warranty of

The proceeds of the sale are to be applied first to the expenses of the sale and all proceedings in connection therewith, and to the payment of all sums secured by the Security Deed. The remaining proceeds, if any, will be paid to the person or persons legally entitled thereto. To the best of undersigned's knowledge and belief, the owner of the Premises is GEORGE L. POOLE IV and JENNIFER L. POOLE, individuals, the party or parties in possession of the Premises is GEORGE L. POOLE IV and JENNIFER L. POOLE, individuals, or those

any kind or nature whatsoever by Grantee

claiming by, through or under GEORGE L. POOLE IV and JENNIFER L. POOLE, individuals (including without limitation any tenants of GEORGE L. POOLE IV and JENNIFER L. POOLE, individuals), and the Premises is located at 4.226 acres Hooper Branch Road, Hiawassee, Georgia 30546. ACORN 6B SUNNYSIDE ROAD REAL ESTATE, a Georgia limited liability compan (as successor to CADC/RADC Venture 2011-1, LLC, which was successor to FDIC, as Receiver for Bank of Hiawassee d/b/a Bank of Blairsville), as Attorney-in-Fact for GEORGE L. POOLE IV and JENNIFER L. POOLE, individuals.

Isidor J. Kim, Esq. Ballard Spahr, LLP 999 Peachtree Street, Suite 1000 Atlanta, Georgia 30309-3915 Telephone (678) 420-9374 kimi@ballardspahr.com DMEAST 15791578 v 1

COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in that certain Real Estate Deed to Secure Debt (the "Security Deed"), dated as of May 15, 2007 and recorded on May 22, 2007 at 320 pm in Deed Rook 406 begins as of way 15, 2007 and recorded off way 22, 2007 at 3.30 p.m. in Deed Book 406, beginning at page 101, in the Clerk of Superior Court of Towns County, Georgia, which was modified by Modification of Deed to Secure Debt dated March 25, 2009 and recorded on April 3, 2009 at 10:20 a.m. in Deed Book 452, beginning at page 346, in the Clerk of Secure 246. 452, beginning at page 246, in the Clerk of Superior Court of Towns County, Georgia, from FINE LINE BUILDERS, INC., a Georgia corporation (hereinafter referred to as "Grantor"), to ACORN 6B SUNNYSIDE ROAD REAL ESTATE, LLC, a Georgia limited liability company (as successor to CADC/RADC Venture 2011-1, LLC, which was successor to FDIC, as Receiver for Bank of Hiawassee d/b/a Bank of Blairsville) (hereinafter referred to as "Grantee"), said Security Deed being given to secure payment of that certain promissory note (the "Note"), dated May 15, 2007, given by Grantor in the original principal amount of \$1,061,349.00 ("Loan"), with interest accruing from the date of execution at the applicable rates specified therein. Grantee, as Attorney-in-Fact for Grantor, will sell at public outcry to the highest and best bidder for cash, between the legal hours of sale before the Courthouse door at Towns County, Georgia, on December 4, 2012 (such date being the first Tuesday in December) the property conveyed by the Security Deed (the "Premises"), and described as follows, to-wit:
ALL THAT TRACT OR PARCEL OF LAND LYING

ALL THAT I HAD TO PARCEL OF LAND LYING AND BEING IN LAND LOT 90, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.635 ACRES, MORE OR LESS, AND BEING SHOWN AS TRACT 1 ON A PLAT OF SURVEY BY LANDTECH SERVICES, INC. H. SAMUEL WALKER, G.R.L.S. NO. 2835, DATED JULY 12, 2002, AND RECORDED IN TOWNS COUNTY RECORDS IN PLAT BOOK 28, PAGE 285, SAID PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE AROVE DESCRIBED PROPERTY ALSO CONVEYED HEREWITH IS A NON-EXCLUSIVE EASEMENT TO ENTER AND USE THE WATER SURFACE OF LAKE CHATUGE AS GRANTED IN DEED BOOK 317, PAGE 759-760, TOWNS COUNTY RECORDS.

GRANTOR ALSO CONVEYS ANY RIGHT, TITLE AND INTEREST IN AND TO THE LAND LY-ING BELOW THE 1933.0 CONTOUR OF LAKE CHATUGE EAST OF TRACT 1 EXTENDING ALONG THE NORTH AND SOUTH BOUNDARY LINES OF TRACT 1. SUBJECT TO THE TVA EASEMENT BELOW THE 1933.0 CONTOUR OF LAKE CHATUGE. SUBJECT TO RIPARIAN RIGHTS OF OTHER, SUBJECT TO THE ELECTRIC LINE RIGHT-OF WAY EASEMENT TO BLUE RIDGE MOUNTAIN

ELECTRIC MEMBERSHIP CORPORATION RECORDED IN TOWNS COUNTY RECORDS IN DEED BOOK 130, PAGE 486. SUBJECT TO GRANT OF HIGHWAY EASE-MENT RECORDED IN TOWNS COUNTY RE-CORDS IN DEED BOOK S, PAGE 506. SUBJECT TO GRANT OF FLOWAGE EASE SUBJECT TO GRANT OF FLOWAGE EASE-MENT RECORDED IN TOWNS COUNTY RE-CORDS IN DEED BOOK S, PAGE 508. SUBJECT TO GRANT OF EASEMENT RE-CORDED IN TOWNS COUNTY RECORDS IN DEED BOOK 317, PAGE 759-760. SUBJECT TO ALL EASEMENTS, RESTRIC-TIONS AND BICLITE OF MAY AS CHOWN ON TIONS AND RIGHTS-OF-WAY AS SHOWN ON SAID PLAT. TOGETHER WITH:

 All rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop pro-ducers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

The indebtedness evidenced by the Note and secured by the Security Deed is in default and such indebtedness has been accelerated and is due and payable in full. Accordingly, the Premises will be sold at public outcry pursuant to the terms of the power of sale set forth in the Security Deed. The Security Deed will be foreclosed

The Premises will be sold subject to all of

the following: (a) any outstanding ad valor-em taxes (including taxes which are a lien but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the Premises, (c) any assessments, liens, encumbrances, restrictions covenants and matters of re any zoning ordinances, building codes or other governmental laws, rules and regula-tions applicable to the Premises. The Premises will be sold on an "as is, where is" basis without representation or warranty of any kind or nature whatsoever by Grantee with respect thereto. The proceeds of the sale are to be applied first to the expenses of the sale and all proceedings in connection therewith, and

to the payment of all sums secured by the Security Deed. The remaining proceeds, if any, will be paid to the person or persons legally entitled thereto.

To the best of undersigned's knowledge and belief, the owner of the Premises is FINE LINE BUILDERS, INC., a Georgia corporation, the party or parties in possession of ration, the party or parties in possession of the Premises is FINE LINE BUILDERS, INC., a Georgia corporation, or those claiming by through or under FINE LINE BUILDERS, INC.

a Georgia corporation (including without limitation any tenants of FINE LINE BUILD-ERS, INC., a Georgia corporation), and the Premises is located at 0.635 acres off Highway 288, Hiawassee, Georgia 30546. ACORN 6B SUNNYSIDE ROAD REAL ESTATE, a Georgia limited liability company (as successor to CADC/RADC Venture (as success 2011-1, LLC, which was successor to FDIC, as Receiver for Bank of Hiawassee d/b/a Bank of Blairsville), as Attorney-in-Fact for FINE LINE BUILDERS, INC., a Georgia cor-

Atlanta, Georgia 30309-3915 Telephone (678) 420-9374 kimi@ballardspahr.com DMEAST 15791537 v 1 **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 LOUIS J. PUPO AND NOLA J. PUPO to Bank of Hiawassee, being dated Octo-

Ballard Spahr, LLP 999 Peachtree Street, Suite 1000

poration

Isidor J. Kim. Esa.

Pages 39-43 as modified in Deed Book 208 Pages 39-43 as modified in Deed Book 274, Page 660, Deed Book 435, Pages 348-351 and Deed Book 477, Pages 428-431, 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 sub-sequently 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 as modified, securing a note dated June 15, 2010 from Louis J. Pupo and Nola J. Pupo to the Bank of Hiawassee, a division of Citizens South Bank, in the original principal amount of \$11.756.81 with interset thereon as set of \$11,750.81, 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 December, 2012, the following described "All that tract or parcel of land lying and being in Land Lot 111, 18th District, 1st Section, Towns County, Georgia, containing 0.72 acres, and being Lot Fourteen (14) of Bel-Aire Estates, as shown on a plat of survey by Tamrok Engineering, Inc., R.S. #

ber 16, 2000, recorded in Deed Book 208

1626, dated June 7, 1989, recorded in Plat Book 14, Page 151, Towns County records, which description on said plat is incorporated herein by reference and made a part The property is conveyed subject to the subdivision roads conveyed to the City of Hiawassee in Deed Book 108, Page 148, Towns County, Georgia records. The property is conveyed subject to the Declaration of Covenants, Restrictions, Easement, Reservations, Terms and Conditions Governing Bel-Aire Subdivision as recorded in Deed Book 107, Pages 660-662,

Subject to ten foot utility easement in favor of Blue Ridge Mountain EMC as recorded in Deed Book 79, Pages 676-678, Towns

Towns County, Georgia records.

County, Georgia records."
The debt secured by said Deed to Secure
Debt, as modified, has been and is hereby declared due because of, among other pos sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the note and Deed to Secure Debt, as modified. The debt remain-ing in default, this sale will be made for the purpose of paying the same and all ex-penses of this sale, as provided in the Deed to Secure Debt, as modified and by law, including attorneys fees (notice of intent to collect attorneys 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, as modified, 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 se-

amend, or modify the terms of the mort-gage instrument.
Said property will be sold as the property of Louis J. Pupo and Nola J. Pupo. To the best knowledge and belief of the undersigned, the party in possession of the property is Louis J. Pupo and Nola J. Pupo, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine 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 (formerly doing busi-

cured creditor is not required to negotiate

ness as Bank of Hiawassee), as successor in interest to Bank of Hiawassee d/b/a Bank of Blairsville and Bank of Blue Ridge, as attorney in fact for Louis J. Pupo and Nola J. Pupo. 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 COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF GEORGIA

COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from STE-PHEN H. LOVELL to UNITED COMMUNITY BANK, dated November 21, 2001, recorded November 21, 2001, in Deed Book 230, Page 736, Towns County, Georgia records, as last modified by Modification of Security Deed dated May 27, 2004, recorded in Deed Book 309, Page 265, Towns County, Georgia records, said Security Deed being given to secure a Note from STEPHEN H. LOVELL dated May 27, 2004, in the original principal amount of Thirty Seven Thousand One Hundred Seventy One and 08/100 (\$37,171.08) 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 December, 2012, the following

described property:
All that tract or parcel of land lying and being in Land Lot 190, 17th District, Ist Section, Towns County, Georgia, containing 0.57 acres, more or less, as shown on a plat of survey by Blairsville Surveying Company, R.S. #2228, dated 06/28/01, recorded in Plat Book 26 Page 299, Towns County records, which description on said lat is incomparated herein by reference

plat is incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the gravel drive way from Plott Town Road as shown The property is conveyed subject to the road, power pole & line as shown on said

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

Included herewith is a 1968 Homette Mobile Home, VIN #5012MG324B.
The debt secured by said Security Deed

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 STEPHEN H. LOVELL or a tenant UNITED COMMUNITY BANK,

as attorney in Fact for STEPHEN H. LOVELL L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03403 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF GEORGIA

COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from JUSTIN
D. SHOOK and SHAWNTA SHOOK to UNITED
COMMUNITY BANK, dated March 17, 2006,
recorded March 21, 2006 in Deed Rook recorded March 21, 2006, in Deed Book 365, Page 786, Towns County, Georgia re-cords, as last modified by Modification of Security Deed dated March 17, 2010, re-corded in Deed Book 473, Page 377, Towns County, Georgia records, said Security Deed being given to secure a Note from JUSTIN D. SHOOK and SHAWNTA M. SHOOK dated March 17, 2010, in the original principal amount of Seventy Five Thousand Nine Hundred Eighteen and 64/100 (\$75,918.64) 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 December, 2012, the following described property: All that certain tract or parcel of land ly-ing and being in 1st Section, 17th District

Georgia, and being known as Lot 1, containing 0.750 acres, more or less, of Sutton Cove Subdivision, Phase II, as shown on a plat of survey entitled Final Plat for Sutton ove Phase II. by Landtech Services. Inc., James L. Alexander, Registered Surveyor, dated September 5, 2003 and recorded in Plat Book 30, Page 294-295, Towns County, Georgia records, said plat being incorporated by reference herein.
Subject to easements and other matters of survey as shown on the above referenced Subject to restrictions as recorded in Deed

Book 291, Pages 704-706, towns County, Georgia records.

The debt secured by said Security Deed

1st Section. Land Lot 54, Towns County,

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 JUSTIN D. SHOOK and SHAWNTA SHOOK or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for JUSTIN D. SHOOK

and SHAWNTA SHOOK L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03389
THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.