Towns County Herald

Legal Notices for November 28, 2012

NOTICE OF SALE UNDER POWER

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, recorded in Deed Book 410, Page 211, Towns County, Georgia Records, as last transferred to SunTrust Mortgage, Inc.

by assignment recorded in Deed Book 516, Page 676, Towns County, Georgia Records, conveying the after-described property

to secure a Note in the original principal amount of TWO HUNDRED EIGHTY THOU-SAND AND 0/100 DOLLARS (\$280,000.00),

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 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 bareby declared due because of among

is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and

in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of

paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-

tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-

ing taxes which are a lien, but not yet due

and payable), any matters which might be disclosed by an accurate survey and in-

spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-

cord 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, Rich-mond, 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

SunTrust Mortgage, Inc. as Attorney in Fact for Reba A Berrong McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.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 Brasstown Creek Meadows Subdivision. Phase II. as shown

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 incorpo-rated hereby by reference and made a part

hereof. Subject to blanket 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 352-355 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 GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by George S. Keep and Marian M. Keep to Mortgage Electronic Registration Systems, Inc., as nominee for Appalachian Commutity Pank the susception and the province of the p

nity 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

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

est interent as set form interent, intere will be sold at public outery to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in 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 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 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 inspec-tion 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, 0H 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 con-

firmation 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 Ala-

bama 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 2001, and recorded in High County

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

BEVITAL 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

BANK, FSB, dated May 30, 2008, recorded June 11, 2008, in Deed Book 435, Page 467-473, Towns County, Georgia Records, said

Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Seventeen Thou-

sand One Hundred Eight and 00/100 dollars (\$217,108.00), with interest thereon as 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 bid-

der for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in De-

Cember, 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, GERBGIA AND REING KNOWN AS LOT 17

GEORGIA, AND BEING KNOWN AS LOT 17 OF THE EDGAR ALLISON SUBDIVISION, CONTAINING 0.37 ACRE, MORE OR LESS,

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 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 PARCEL ID NO: 0018B-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 HARRIS, GA 30582.
The indebtedness secured by said Security Dead has been and is bereby declared due

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 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

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY

inment recorded in Deed Book 512

T(Nov7,14,21,28)B

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 nouse door in rowns country, sen 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 Townsk Associates land details (2/4/09). 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 receive a mond and medical 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-

1-2012, 11-8-2012, 11-13-2012, 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)E

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Loman Shook All creditors of the estate of Loman Shook, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This the 13th day of November, 2012

Larry Shook, Personal Representative PO BOx 151 Young Harris, GA 30582 706-781-8788 NOTICE TO CREDITORS AND DEBTORS

NOTICE TO CREDITORS AND DEBIORS
All creditors of the estate of LOMAN SHOOK, deceased of Towns County, Young Harris, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This 20th day of November, 2012.

Larry David Shook, Executor P.O. Box 151 Young Harris, Georgia 30512 NOTICE TO CREDITORS AND DEBTORS All creditors of the estate of MARY C. HORNE, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make

immediate payment to the undersigned. This 20th day of November, 2012. Sandra L .Duchesne, Executrix P.O. Box 1068 ee, Georgia 30546 T(Nov28,Dec5,12,19)B

IN THE PROBATE COURT COUNTY OF TOWNS

STATE OF GEORGIA IN RE: Estate of Betty J. Anderson, De-Estate No. 2012-65 An order for service was granted by this court on November 6, 2012, requiring the following:

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before December 17, 2012 BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered

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

Hiawassee, GA 30546 706-896-3467 T(Nov14,21,28,Dec5)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. executed by EVA K. Micheal and Marine K. Poppell to Mortgage Electronic Registra-tion Systems, Inc. as nominee for Primary Capital Advisors LC, and its successors and assigns dated May 17, 2007, and re-corded in Deed Book 406, Page 557, Towns 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 LY-ING 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 RE-CORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED BY REFERENCE AND IS INCORPORATED BY REFERENCE AND MADE A PART HEREOF.
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 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,

successor in interest or tenant(s). Wells Fargo Bank, N.A. as Attorney-in-Fa for Eva K. McNeal and Mamie K. Poppell ey-in-Fact 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

BE USED FOR THAT PURPOSE.

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

Under and by virtue of the Power of Sale contained in a Security Deed given by 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-APS (\$125,000,00) with interest 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 County, Georgia, being Tract 2, containing 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, 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"). »JP-Morgan 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 (includany outstanding at valorem taxes (incutaing 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 variety to the Security Dead first set 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 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

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 Rob-ert R Taylor and Jackilee T. Taylor to Mortgage 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 there. DOLLARS (\$208,600.00), with interest there-on 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 '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 valorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. 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 nego-itate president and welfix all tors of the 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 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 Associa-tion 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

NOTICE OF SALE UNDER POWER

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 19, 1999 66,71 and 1999 for 19 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 undersigned at public outcry to the highest bid-der 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
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 & MADPING INC NORTHSTAR SURVEYING & MAPPING, INC., DATED 08/04/06, AND RECORDED IN PLAT BOOK 36, PAGE 176, TOWNS COUNTY, GEOR-

GIA RECORDS.
SAID PLAT IS INCORPORATED HEREIN BY
REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE 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 THIRD PARTY PAYMENTS MADE TO CRUP 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 indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness 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 un-

paid real estate ad valorem taxes and gov-

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 negotiate, 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.,

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,

465 North Halstead Street, Suite 130,

a Georgia limited liability company as attorney-in-fact for BRANDON GLEN HICKS PERRIE & ASSOCIATES, LLC

100 Galleria Parkway Atlanta, Georgia 30339

(770) 579-2700

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 SER-VICING, LP

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 Cor-

ners. GA 30092 ners, GA 30092 Telephone Number: (877) 813-0992 Case No. BAC-12-05071-0005 Ad Run Dates 11/07/2012, 11/14/2012, 11/21/2012, 11/28/2012 www.rubinlublin.com/property-listings. php T(Nov7,14,21,28)B

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.

COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
IN SECURITY DEED

By virtue of a Power of Sale contained in that certain Security Deed from JERRY TURPEN and REGINA TURPEN to SOUTHERN MULTICAPITAL CORPORATION dated January 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 Hundred Seventy Five Thousand and No/100 (\$175,000.00) Dollars with interest thereon as provided for therein, there will be sold as provided to the lighest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in December, 2012, the following described property:

All that tract or parcel of land lying and bejoin in any lot 6 17th District 1st Section. ing 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 Reservations and Restrictive Covenants as recorded in Deed Book 311, Pages 309B310, Towns County records. Subject to easements as recorded in Deed Book 68 Pages 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 recorded in Deed Book 251, Page 100, Towns County records. Subject to any easements, restrictions, and rights-of-way as shown 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 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 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; spe-cial 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 be-lief 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.

P.O. Box 748
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.

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 Court 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 inamount of 3,03,335.00 (toair), with in-terest 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 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
"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 RE-CORDED IN PLAT BOOK 37, PAGE 1, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY ALSO CONVEYED IS AN EASEMENT FOR INGRESS AND EGRESS ALONG THE "12 AS-PHALT DRIVE" TO HOOPER BRANCH ROAD AS SHOWN ON THE ABOVE REFERENCED 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 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 outery 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 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 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 claiming by, through or under GEORGE L. POOLE IV and JENNIFER L. POOLE, individu-als (including without limitation any ten-ants 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, (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 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 246 in the Clerk of 52 beginning at page 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 Hiawas-

see 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,

IF ANY.
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.

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-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 RIGHTS-OF-WAY AS SHOWN 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, 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 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 mat-

ters which might be disclosed by an accu-rate survey and inspection of the Premises, (c) any assessments, liens, encumbrances, restrictions, covenants, and matters of re cord superior to the Security Deed and (d) 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" ba sis 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 the Premises is FINE LINE BUILDERS, INC., a Reportia corporation, or those claiming by Georgia corporation, or those claiming by, through or under FINE LINE BUILDERS, INC., a Georgia corporation (including without limitation any tenants of FINE LINE BUILDERS, INC., a Georgia corporation), and the Premises is located at 0.635 acres off Highway 288 Highayscae Georgia 20546 way 288, Hiawassee, Georgia 30546. ACORN 6B SUNNYSIDE ROAD REAL ESTATE,

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 corporation Isidor J. Kim, Esq. Ballard Spahr, LLP 999 Peachtree Street, Suite 1000

a Georgia limited liability company (as successor to CADC/RADC Venture

(as success 2011-1, LLC,

Atlanta, Georgia 30309-3915 Telephone (678) 420-9374 kimi@ballardspahr.com DMEAST 15791537 v 1 **NOTICE OF SALE UNDER POWER**

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-ber 16, 2000, recorded in Deed Book 208

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 high-est 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, contain-

ing 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. # 1626, dated June 7, 1989, recorded in Plat Book 14, Page 151, Towns County records, which description on said plat is incorporated bergin by reference and made a nat rated 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, Towns County, Georgia records. Subject to ten foot utility easement in favor of Blue Ridge Mountain EMC as recorded in Deed Book 79, Pages 676-678, Towns 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, cov-enants, 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

Park Sterling Bank, successor by merger to Citizens South Bank (formerly doing busi-

ness as Bank of Hiawassee), as succes-

at Foreclosure Act of 2009.

cured creditor is not required to negotiate

sor 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 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 each per anyum on the unnaid belance until 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 lying and being in 1st Section, 17th District
1st Section, Land Lot 54, Towns County,
Georgia, and being known as Lot 1, containing 0.750 acres, more or less, of Sutton
Cover Subdivision Place II as shown on a Cove Subdivision, Phase II, as shown on a plat of survey entitled Final Plat for Sutton Cove 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 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

(100) 032-1923 File No. 7484A-03389 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.