Towns County Herald

Legal Notices for June 19, 2013

NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Arthur Francis Kiser, Jr.

All creditors of the estate of Arthur Francis Kiser, Jr., 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 3rd day of June, 2013. Ernestine Perry Kiser, Person Representative 300 Prime Point, Suite 100 Peachtree City, GA 30269 770-487-4775

NOTICE TO CREDITORS AND DEBTORS COUNTY OF TOWNS

RE: Estate of Raymond H. Caruthers, Jr. All creditors of the estate of Raymond H. Caruthers, Jr., 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 imme-diate payment to the undersigned. This 30th day of May, 2013. Russell M. Stookey, Attorney at Law Personal Representative PO Box 310 Hiawassee. GA 30546 706-896-2241 T(Jun12,19,26,Jul3)B

NOTICE TO CREDITORS AND DEBTORS

COUNTY OF TOWNS RE: Estate of Eunice Mae Carter Powell All creditors of the estate of Eunice Mae Carter Powell, 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 imme-diate payment to the undersigned. This 7th day of June, 2013. Cary D. Cox, Attorney at Law Personal Representative

PO Box 7480 Blairsville, GA 30514 706-745-7420 **NOTICE TO CREDITORS AND DEBTORS** STATE OF GEORGIA

RE: Estate of Roy H. Mullins

All creditors of the estate of Roy H. Mull-ins, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned accord-ing to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This 11th day of June, 2013. John Paul Peebles Personal Representative 6930 Clarence Nichols Road Young Harris, GA 30582 706-835-8259

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Harry John Bostrom All creditors of the estate of Harry John Bostrom, 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 June, 2013 Marilyn C. Bortrom, Personal Representative 891 Ed Nichols Road Young Harris, GA 30582 706-379-1317

T(Jun19,26,Jul3,10)P **NOTICE TO DEBTORS AND CREDITORS** COUNTY OF TOWNS RE: Estate of George E. Thorne
All creditors of the estate of George E.

Thorne, 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 16th day of June, 2013 Personal Representative 119 Malborough Road Walton, MA 02452 781-891-6348 T(Jun19,26,Jul3,10)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Bettie

All creditors of the estate of Bettie Mixon Sellers, 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 are required to make immediated to the undersigned.
This the 16th day of June, 2013
James R. Story,
Personal Representative
1020 Glendalyn Circle
Spartanburg, SC 29302
864-582-7034

NOTICE TO DERTORS AND CREDITORS

Courty, 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 7th day of June, 2013

Cary D. Cox, Personal Representative PO Box 748 Blairsville, GA 30512 706-745-7420 T(Jun19,26,Jul3,10)F NOTICE
(For Discharge from Office
and all Liability)
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF Jason Garrett and Tammy
Fowler FOR DISCHARGE AS Executors OF
THE ESTATE OF Joel Levon Garrett, DE-CEASED

RE: Estate of Eunice Mae Carter Powell All creditors of the estate of Eunice Mae Carter Powell, deceased, late of Towns

TO: all known and unknown interested parties and anyone else, and all and singular the heirs of said decedent, the beneficia-ries under the will, and to whom it may concern: This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before July 3, 2013. BE NOTIFIED FURTHER: All objections to the

petition must be in writing, setting forth the grounds of any such objections. All plead-ings/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 CLERK/DEPUTY CLERK 48 River St. Suite C Hiawassee, GA 30546 ADDRESS

706-896-3467 TELEPHONE NUMBER NOTICE NOTICE
(For Discharge from Office and all Liability)
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF James Landrum Brown
FOR DISCHARGE AS Executor OF THE ESTATE OF ROY L. Brown, DECEASED.

is any, to the above referenced petition, in this Court on or before July 1, 2013. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. David Rogers PROBATE JUDGE By: Kerry L. Berrong PROBATE CLERK/DEPUTY CLERK 48 River St. Suite C Hiawassee, GA 30546 ADDRESS 706-896-3467 TELEPHONE NUMBER

TO:All Interested parties and to whom it may concern: This is to notify you to file objection, if there

NOTICE OF SALE UNDER POWER STATE OF GEORGIA

NOTICE OF SEIZURE OF PERSONAL PROP-

ERTY VALUED AT LESS THAN \$25,000.00 Pursuant to O.C.G.A. §16-16-2, any party claiming an interest in the following prop-

erty is hereby notified that on the 5th day of April, 2013, the undersigned agency in Cherokee County, North Carolina.

G.A. Tag #: TL7IZ27 Model Type: 15 x 5, Single Axle Cargo

Conduct giving rise to said seizure: On April 5, 2013, the above-referenced property was used to facilitate a burglary at a residence located at 1910 Creekstone Lane, Young

Harris, Towns County, Georgia. Items taken during the burglary were put into the afore-mentioned trailer and said trailer was used

to transport the stolen items to 10 Blueber-ry Lane, Murphy, Cherokee County, North Carolina. Thereafter, the aforementioned

trailer was used to store the stolen items at the above-referenced address. In addition,

property stolen during the burglary was re-

covered from within the trailer. Said prop-

erty was found to have been in the possession of Terry D. Williams. Terry D. Williams

used the subject trailer in the commission of and to facilitate the commission of a burglary at the above-referenced Towns

The owner of said property is purported to

Any party claiming and interest in said property is hereby further notified that you must file any claim in accordance with §16-

16-2(d) within 30 days of the second publication of this Notice of Seizure by serving said agency and the District Attorney by certified mail, return receipt requested.

This 6th day of June, 2013

Property Seized: 2012 Diamond Plate Trailer Gray in Color VIN #: 53NBE1213C10055167

Size: 6 x 12

County address.

Terry D. Williams 4673 Sherman Allen Road Gainesville, Georgia 30507

Jeff Langley District Attorney Enotah Judicial Circuit BY: Buck Levins

706-896-6489 SEIZING AGENCY: Deputy Marc Burnette

706-896-4444

STATE OF GEORGIA COUNTY OF TOWNS

Assistant District Attorney

48 River Street, Suite A Hiawassee, Georgia 30546

Towns County Sheriff's Office 4070 State Highway 339 Young Harris, Georgia 30582

NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Robert H. Calhoun, III and Su-

san M. Calhoun to Bank of Hiawassee dated

September 12, 2003, and recorded in Deed Book 284, Page 799, Towns County Re-

cords, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, NA by Assignment,

securing a Note in the original principal amount of \$175,500.00, 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, July 2, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at

public outcry to the highest bidder for cash, the property described in said Deed, to-wit: All that tract or parcel of land lying and be-

ing in the 17th District, 1st Section, Land Lot 60 of Towns County, Georgia, contain-ing 1.329 acres, and being more particu-larly described as Lots 38 and 45 of Mining

Gap Trail Subdivision, as shown on a plat of survey by Tamrok Associates, Inc., Jon

G. Stubblefield, RLS, dated 12-02-98, and recorded in Plat Book 27, Page 244 of the Towns County Records; Less and Except

that 0.01 acre tract heretofore conveyed to John E. Fradd and Sandra H. Fradd by Quit Claim Deed dated 9-28-99, and recorded

in Deed Book 192, Page 577 of the Towns County Records; the aforementioned plat of survey and quit claim deed being incorpo-

rated herein by reference.
The tract conveyed herein is that same land previously conveyed to Virginia L. Cooley by

James H. Gibson by Warranty Deed dated 7-27-78, and recorded in Deed Book 62, Pages 552-553 of the Towns County Re-

cords, less and except the aforedescribed tract conveyed to Fradd.
This conveyance is made subject to the re-

strictions for Mining Gap Trail Subdivision as recorded in Deed Book 52, Page 171 of

Said property is known as 999 Mining Gap Trail, Young Harris, GA 30582, together with all fixtures and personal property attached

to and constituting a part of said property,

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

matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor. The property is or may be in the possession of Robert H. Calhoun, III and Susan M. Calhoun, successor in interest or tenant(s). Wells Fargo Bank, NA as Attorney-in-Fact for Robert H. Calhoun, III and Susan M.

for Robert H. Calhoun, III and Susan M. Calhoun
File no. 11-026590
SHAPIRO, SWERTFEGER & HASTY, LLP*

SHAPIRO, SWERTFEGER & HASTY, LLP*
Attorneys and Counselors at Law
2872 Woodcock Blvd, Suite 100
Atlanta, GA 30341-3941
(770) 220-2535/MD
www.swertfeger.net
*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.
IFC-NOS1

the Towns County Records.

COUNTY OF TOWNS
Under and by virtue of the power of sale contained in that certain Security Deed ("Security Deed") executed by James M. McCarter and Tonya C. McCarter in favor of Community Bank and Trust dated April 2009, recorded at Deed Book 453, Pages 495-500 of the Towns County Deed Records, and assigned pursuant to that Transfer and Assignment of Deed to Secure Debt from FDIC, in its capacity as Receiver for Community Bank & Trust, to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded at Deed Book 489, Pages 41-48 of the aforesaid records, modified [DATE], recorded at Deed Book [NUMBER], page [NUMBER] of the [COUNTY] County, Georgia Deed Records,the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in July, that being July 2, 2013, the following de-

All that tract or parcel of land lying and being in District 17, Section 1, Land Lot 35, Towns County, Georgia, and being shown as Tract 2, containing 1.511 acres, more or less, on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Gary Kendall, Registered Surveyor, dated Octo-ber 27, 2001, as revised March 7, 2003 and recorded in Plat Book 30, Page 55, in the Office of the Clerk of the Superior Court of Towns County, GA, said plat being incorpo-rated by reference herein.

scribed property:

Also conveyed is a perpetual, non-exclusive twenty (20') foot in width road easement (to run over, across, through, and under said easement) for the purpose of ingress and egress to and from said Tract Two (2) and Hogsed Road and for the purpose of placing utilities within said twenty (20') foot utility easement as shown on plat of sur-vey. The road/utility easement referenced above shall be binding on the party of the first part and party of the second part, their successors in title, heirs and assigns. Subject to that easement to Russell Mashburn as recorded in Deed Book 366, page 515 of Towns County, GA records. All that tract or parcel of land situate, lying and being in Section 1, District 17, Land

Lot 35, Towns County, Georgia, containing 1.507 acres, more or less, and being shown as Tract One (1) on a plat of survey entitled "Survey for Willis Garrett & Russell Mash-burn" by Northstar Land Surveying, Inc., W. Gary Kendall, Registered Surveyor, dated October 27, 2001, as revised March 7, 2003 and recorded in Plat Book 30, page 55 in the Office of the Clerk of the Superior Court of Towns County, Georgia, said plat being incorporated by reference herein. Also conveyed herewith is a non-exclusive perpetual easement for ingress and egress and utilities (to run over, across, through, and under) said easement from Hogsed

Road to the above described property along the twenty (20') foot road easement area as shown on the above referenced plat until said road easement reaches Tract 2, and then across Tract 2 as more fully described in that certain Deed of Easement between Timothy J. Swartz and Rhonda L. Swartz, (parties of the first part) and Russell Mashburn (party of the second part), as recorded in Deed Book 366, page 515, Towns County, Georgia Records. The Road/Utility Ease-ment referenced above shall be binding on the part of the first part and party of the second part, their successors in title, heirs Property is conveyed subject to all matters as shown on the above referenced plat of

The debt secured by said Security Deed

ine dent secured by said Security Deed is evidenced by a promissory note (the "Note"), dated May 17, 2011, in the original principal amount of \$78,532.61, payable, principal and interest from the date thereof shown on said Note on the unpaid balance until paid. Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpay-ment of installments owed thereunder. The total balance of said debt has, therefore,

been declared due and the Security Deed foreclosable according to its terms. The debt remaining in default, the property will be sold to the highest bidder for cash as the property of James M. McCarter, Jr. and Tonya C. McCarter, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as vided in the Note and the Security Deed said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above. To the best of the undersigned's knowledge and belief, the property is in the possession of James M. McCarter, Jr. and Tonya C. Mc-Carter and will be sold as the property of James M. McCarter, Jr. and Tonya C. Mc-The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.

James M. McCarter, Jr. and Tonya C. Mc-Carter
By: SCBT d/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact Hulsey, Oliver & Mahar, LLP P. O. Box 1457 Gainesville, GA 30503 770-532-6312

ASH/mem/9881/W151623

GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from LESTER E PATRICK AND RITA M PATRICK to MORT-GAGE ELECTRONIC REGISTRATION SYS-TEMS, INC. AS NOMINEE FOR FIRST OHIO BANC & LENDING, INC, A OHIO CORPORA-TION, dated February 13, 2010, recorded March 8, 2010, in Deed Book 470, Page 755-763, 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 Sixty-Three Thousand One Hundred Twenty-Five and 00/100 dollars (\$263,125.00), with interest thereon as provided for therein, said Secu-rity Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., secured creditor, there will be sold at pub-lic 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 July, 2013, all property described in said Security Deed including but not limited to the following described property: The Land Referred to Herein Below

IS SITUATE IN THE COUNTY OF TOWNS STATE OF GEORGIA AND IS DESCRIBED AS FOLLOWS: ALL THAT TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 1, DISTRICT 18, LAND LOTS 297 AND 310, TOWNS COUNTY, GEORGIA, AND BEING LOT TWELVE (12), CONSISTING OF 1.015 ACRES, MORE OR LESS, OF VALLEY VIEW ESTATES AS MORE FULLY SHOWN ON SUBVEY FOR WALLEY VIEW ESTATES PRE-SURVEY FOR VALLEY VIEW ESTATES, PRE-PARED BY NORTHSTAR LAND SURVEYING, INC., REGISTERED SURVEY, DATED JULY 1, 2002, REVISED SEPTEMBER 26, 2002 AND RECORDED IN PLAT BOOK 30 PAGE 70 OF THE TOWNS COUNTY RECORDS WHICH SUR-VEY IS INCORPORATED HEIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY.

THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO THE DRIVEWAY EASEMENT AND RIGHT OF WAY OF MAUL-DIN CIRCLE AS MORE FULLY SHOWN ON SAID REFERENCED SURVEY.
THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS FOR VALLEY VIEW ESTATES AS RECORDED IN DEED BOOK 279 PAGES 176-177 OF TOWNS COUNTY RE-

CORDS AND SUBJECT TO PROVISIONS AS SHOWN ON SAID REFERENCED SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO THE BLUE RIDGE MOUNTAIN EMC AS RE-CORDED IN DEED BOOK 252, PAGE 219 AND DEED BOOK 252, PAGE 217 OF THE TOWNS COUNTY RECORDS.
COMMONLY KNOWN AS 5794 MAULDIN
CIRCLE, HIAWASSEE, GEORGIA 30546. HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED.
BEING KNOWN AS PARCEL NUMBER 62112.
Seid Jerel describiling being extrelling. Said legal description being controlling, however the property is more commonly known as 5794 MAULDIN CIRCLE, HIAWAS-

SFF GA 30546 The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness

ness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses 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 argainst the above-named creditor. 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 LESTER E PATRICK AND RITA M PATRICK, or tenants(s).

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

confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTY-0-274 Plane TY 75024 Tele

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. as Attorney in Fact for LESTER E PATRICK AND RITA M PATRICK 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-POSE. Attorney Contact: Rubin Lublin, LLC, 3740

Davinci Court, Suite 150, Peachtree Corners, GA 30092
Telephone Number: (877) 813-0992 Case
No. BAC-12-07486-0003
Ad Run Dates 06/05/2013, 06/12/2013, 06/19/2013, 06/19/2013, 06/19/2013, 06/19/2013, 06/19/2013, 06/19/2013 www.rubinlublin.com/property-listings. NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.

USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Gregory A Bishop to Mortgage Electronic Registration Systems, Inc. as nominee for Branch Banking and Trust Company, it's

successor's and assigns, dated April 15, 2011, recorded in Deed Book 493, Page 280, Towns County, Georgia Records, as last transferred to Branch Banking and Trust Company by assignment to be recorded in the Office of the Clerk of Superior Court of Towns County Georgia Records. Court of Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 0/100 DOLLARS (\$158,867.00), with interest thereon as est forth therein there interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in July, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOE The debt secured by said Security. HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any matthere, but not yet use and papers, 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. Branch Banking and Tust Company is the holds of the rity Deed first set out above. Branch Banking and Trust Company 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: Branch Banking & Trust Company, 301 College Street, PVN #101729, Greenville, SC 29601, 800-827-3722. To the best knowledge and belief of the undersioned, the party in possession of or the undersigned, the party in possession of the property is Gregory A Bishop or a tenant or tenants and said property is more commonly known as 824 Bent Tree Ln, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not rophibited under the U.S. Ranksale is not prohibited under the U.S. Bank-ruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Branch Bank-ing and Trust Company as Attorney in Fact for Gregory A Bishop McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ts1 7/2/13 Our file no. 5205213-FT8 EXHIBIT 7/2/13 Our file no. 5205213-F18 EXHIBIT
"A" All that tract or parcel of land lying
and being in Land Lots 63, 17th District,
1st Section, Towns County, Georgia, containing 0.79 acres, and being shown as Lot
Seventy-Nine (79) of Pine Crest Subdivision, Phase II, on a plat of survey by Tamrok Engineering, Inc., dated June 4, 1988,
recorded in Plat Book 11, Page 138, Towns
County records, which description of said
plat is incorporated herein and made a part plat is incorporated herein and made a part hereof. The property is conveyed subject to the restrictions of record pertaining to Pine Crest Development, Phase II as recorded in Deed Book 94, Pages 179-180, as amended in Deed Book 438, Pages 133-170, Towns County, Georgia records. The property is conveyed subject to the road rights of way as shown on said plat.. MR/ts1 7/2/13 Our

file no. 5205213 - FT8

STATE OF GEORGIA

Under and by virtue of the power of sale in a certain Deed to Secure Debt from Robert T. Mullis, Grantor, to PlantersFIRST, Grantee, dated the 26th day of September Grantee, dated the 26th day of September, 2006 and recorded in Deed Book 385, Page 66, Clerk's Office, Towns County Superior Court, said Deed to Secure Debt having been given to secure a note dated the 26th day of September, 2006, renewed by note dated December 1, 2010, with a Loan Modification Agreement dated January 5, 2012 and a Change in Terms Agreement dated December 20, 2012, there will be sold by the undersigned at public outcry, during the legal hours of sale before the Courthouse of Towns County, Georgia on the first Tuesday in July, 2013, to-wit: the 2nd day of July, 2013, to the highest and best bidder for cash, the following described property: All that tract or parcel of land lying and be-ing in the 18th District, 1st Section, Land Lot 174 of Towns County, Georgia, containing 1.85 acres, more or less, and being more particularly described as follows: BEGINNING at the Northeast original cor-ner of land 174; thence following the East/ West original line N 90 degrees W 29 feet to a point located on the Eastern line of the right-of-way of U.S. Highway 76; thence following the line of said right-of-way in the following courses and distances: \$ 57 degrees W 44 feet, \$ 49 degrees W 50 feet, \$ 45 degrees E 50 feet, \$ 22 degrees W 50 feet, \$ 8 degrees E 50 feet, \$ 27 degrees E 50 feet, \$ 27 degrees E 50 feet, \$ 28 degrees E 46 feet, \$ 28 degrees E 46 feet, S 38 degrees E 132 feet, S 37 degrees E 49 feet and S 23 degrees 30 minutes E 77 feet to an iron pin located upon the North/ teet to an iron pin located upon the North/ South original line and on the line common to the property of the U.S. Forest Service; thence following said line N 0 00 E 639 feet to the point of Beginning. Said tract being more particularly described upon a plat of survey of same by B. Gregory, County Surveyor, dated 4/23/79, recorded in Plat Book 6, Page 62 of the Towns County Re-cords. Said Plat is incorporated hereby by reference thereto. Deed Ref.: Book 64. Page reference thereto. Deed Ref.: Book 64, Page 569; Book 161, Page 702. This conveyance is subject to a 66 foot wide road right-of-way in favor of the U.S. Department of Agriculture, for Bear Knob Road #100A (now known as Dicks Creek Gab Rd. #315) dated 9/4/61. Pages 4864, H.1. Page 9/14/61, recorded in Deed Book H-1, Page 64, said Towns County Records. The debt secured by said Deed to Secure Debt and Note has been and is hereby de-clared due and payable in full because of default pursuant to the terms of said Deed

sale will be made for the purpose of applying proceeds thereof to the payment of the indebtedness secured by the Deed to Secure Debt, accrued interest and expenses of the sale and other sums secured by the Deed to Secure Debt, including the attorney's fees and the remainder, after apply-ing said proceeds to other indebtednesses owed by Grantor to Grantee, if any, shall be applied as provided by law.

To the best of the undersigned's knowledge and belief, the property is in the possession of Robert T. Mullis and said property will be sold as the property of Robert T. Mullis. Said property will also be sold subject to all outstanding ad valorem taxes, street im-provements, and easements or restrictions of record, if any. The undersigned will execute a deed to the purchaser at said sale as provided in the Deed to Secure Debt. 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

to Secure Debt and note. Notice has been given to enforce provisions for collection of attorney's fees and foreclosure in accor-

dance with the legal requirements and the terms of the Deed to Secure Debt and Note. The indebtedness remaining in default, the

The law firm of Emmett L. Goodman, Jr. for Plaintiff is acting as a debt collector attempting to collect a debt. Any informa-tion obtained will be used for that purpose. 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: Ms. Grace Kirksey, PlantersFIRST, 1400 Sam Nunn Blvd., Perry GA 31069, Telephone: (478)218-5324, Extension 9608 tension 8608. PlantersFIRST

of the loan with the holder of the Deed to

as attorney-in-fact of Robert T. Mullis EMMETT L. GOODMAN, JR., LLC 544 Mulberry Street, Suite 800 Macon, Georgia 31201-2776 Telephone: (478)745-5415

NOTICE OF SALE UNDER POWER By virtue of the power of sale contained in a Deed to Secure Debt by ELIZABETH PHIL-LIPS to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc., dated Sep-tember 7, 2005 and filed for record September 14, 2005 in Deed Book 347, Page 370, Towns County, Georgia records, and securing a Note in the original principal amount of \$250,000.00; last transferred to The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-63, Mortgage Pass-Through Certificates, Series 2005-63 by Assignment, filed for record in Deed Book 526, Page 821, Towns County, Georgia records, there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Towns County, Georgia, between the legal hours of sale on the first Tuesday in July, 2013, by The Bank of New York Mel-lon FKA The Bank of New York, as Trustee for The Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-63, Mortgage Pass-Through Certificates, Series 2005-63 as Attorney-in-Fact for ELIZABETH PHIL-LIPS the following property to-wit:

ALL THAT TRACT OR PARCEL OF LAND Iying and being in Land Lots 145 & 146, 18th District, 1st Section, Towns County, Geor-gia, designated Tract One (1) consisting of 3.326 acres, more or less, as more fully shown on a plat of survey for Kris Phillips, prepared by Northstar Land Surveying, Inc., Registered Surveyor, dated February 22, 2000 and recorded in Plat Book 24, Page 221, Towns County, Georgia Records which survey is incorporated herein by reference for a complete description of said property. The property is conveyed subject to the right-of-way of Rainbow Ridge Road, and all other matters on shown on the above referenced plat of survey. The property is conveyed subject to the easement in favor of Blue Ridge Mountain EMC, as recorded in Deed Book 203, Page 15. Towns County Georgia Records

15, Towns County, Georgia Records. TRACT TWO ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 145 & 146, 18th Dis-trict, 1st Section, Towns County, Georgia, and designated as Tract Two (2) consisting

of 1.000 acres, more or less, as more fully shown on a plat of survey for Kris Phillips, prepared by Northstar Land Surveying, Inc., Registered Surveyor, dated February 22, 2000 and recorded in Plat Book 24, Page 221, Towns County, Georgia Records which survey is incorporated herein by reference for a complete description of said property. The property is conveyed subject to the right-of-way of Rainbow Ridge Road, and all other matters on shown on the above referenced plat of survey. The property is conveyed subject to the easement in favor of Blue Ridge Mountain EMC, as recorded in Deed Book 203, Page 15, Towns County, Georgia Records. LESS AND EXCEPT: EXHIBIT "1 ALL THAT TRACT OR PARCEL OF LAND ly-ing in Land Lot 145 and 146, of the 18th District, of Towns County, Georgia, which is

more particularly described as follows: To find the POINT OF BEGINNING commence at a point on the Northeast corner of Ruby Roach's property Deed Book 101, Page 316 THENCE South 45 degrees 35 minutes 25 seconds East a distance of 124.48 feet to a point; THENCE South 40 degrees 19 min-utes 52 seconds West a distance of 91.18 feet to a point, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established, THENCE South 67 degrees 15 minutes 46 seconds East a distance of 10.56 feet to an iron pin set; THENCE South 40 degrees 22 minutes 04 seconds West a distance of 100.00 feet to an iron pin set; THENCE North 67 degrees 15 minutes 46 seconds West a distance of 100.00 feet to an iron pin set; THENCE North 40 degrees 22 minutes 04 seconds East a distance of 100.00 feet to an iron pin set; THENCE South 67 degrees 15 minutes 46 seconds East a distance of 89.44 feet to a point, said point being the TRUE POINT OF BEGINNING. Said tract of land contains 10,000 square feet and is shown on and described according to that certain plat titled "Hiawassee" Site No. NC253 for SBA Towers, by Landair Surveying, Inc., dated March 28, 2000, and bears the seal of H. Tate Jones GA. RLS # 2339, which survey is hereby made part of this legal description by this reference. by this reference. LESS AND EXCEPT:

EXHIBIT "2"
ALL THAT TRACT OR PARCEL OF LAND lying in Land Lot 145 and 146, of the 18th District, of Towns County, Georgia, - a utility and access easement 20 feet wide, lying 10 feet on either side of the centerline, which is more particularly described as follows: To find the POINT OF BEGINNING commence at a point on the northeast corner of Ruby Roach's property Deed Book 101, Page 316. THENCE South 45 degrees 35 minutes 25 seconds East a distance of 124.48 feet to a point on the centerline of said ease-ment, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established, THENCE South 40 degrees 19 minutes 52 seconds West a distance of 91.18 feet to a point and the termination of the easement. Said tract of land is shown on and described according to that certain plat titled "Hiawassee" Site No. NC253 for SBA Towers, by Landair Surveying, Inc., dated March 28, 2000, and bears the seal of H. Tate Jones GA. RLS # 2339 which survey is hereby made nat of Dears the sear of n. rate Jones GA. N.S. # 2339, which survey is hereby made part of this legal description by this reference. The above described property is also known as 2602 RAINBOW RIDGE ROAD, HIAWASSEE, GA 30546-0000. The indebtedness secured by said Deed to Secure Debt house been declared the and The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees, if applicable.

The property will be sold as the property of the aforesaid grantor subject to the following: all prior restrictive covenants, easements rights-of-way security deeds

easements, rights-of-way, security deeds, or encumbrances of record; all valid zoning ordinances; matters which would be disclosed by an accurate survey of the prop-erty or by any inspection of the property; all outstanding taxes, assessments, unpaid bills, charges, and expenses that are a lien against the property whether due and payable or not yet due and payable. Pursuant to O.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to peculiate a mend or modifier. full authority to negotiate, amend or modify all terms of the above described mortgage is as follows:

Bank of America, N.A.

Home Loan Assistance Dept
7105 Corporate Drive

Plano, TX 75024
1-800-669-6650
The foregoing notwithstanding, nothing in O.C.G.A. § 44-14-162.2 shall be construed to require Bank of America, N.A. to negotiate, amend or modify the terms of the Deed to Secure Debt described bergin ate, alternal of industry the terms of the beau to Secure Debt described herein. The Bank of New York Mellon FKA The Bank of New York, as Trustee for The Certificate-holders of CWALT, Inc., Alternative Loan Trust 2005-63, Mortgage Pass-Through Certificates, Series 2005-63 as Attorney-in-Fact for ELIZABETH PHILLIPS SHUPING, MORSE & ROSS, L.L.P. By: S. Andrew Shuping, Jr. 6259 Riverdale Road, Suite 100 Riverdale, GA 30274 770-991-0000 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T(Jun5,12,19,26)B