# **Towns County Herald**

# Legal Notices for January 25, 2012

#### NOTICE PROBATE COURT OF TOWNS COUNTY

RE: Petition of Pamela Sue Andrews to Pro-bate in Solemn Form the Will of Lawrence E. Usher, Deceased, upon which an order for service was granted by this court on for servic 12/21/11

TO: Dennis E. Usher

1094 Highview Road Lake Worth, FL 33462

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before the 13th day after December 21, 2011 (the date of the mail-ing of this Notice to you by certified or registered mail, return receipt requested); provided, however, that if a return receipt for such Notice is actually received by the Court within such 13 days, the deadline for the filing of any objection shall be ten (10) days from the date of receipt shown on

such return receipt. **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 notray 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 Clerk of the Probate Court 48 River Street, Suite C Hiawassee, GA 30546

706-896-3467 T(Jan4,11,18,25)B

#### NOTICE TO DEBTORS & CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Robert N. Hodnett, Sr. All creditors of the estate of Robert N. Hodnett, Sr., 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 20th day of January, 2011 Nona L. Hodnett, Personal Representative 113 LaPorte Drive Chattanooga, TN 37415 423-591-6537 T(Jan25,Feb1,8,15)B

# NOTICE TO DEBTORS & CREDITORS STATE OF GEORGIA

COUNTY OF TOWNS

RE: ESTATE OF Robert Wayne Anderson All creditors of the estate of Robert Wayne Anderson, 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 19th day of December, 2011 Fannie Anderson, Personal Representative 2022 St. Hwy. 75 Hiawassee, GA 30546 706-896-2569 T(Jan11-Feb1)P

#### **NOTICE TO DEBTORS & CREDITORS** STATE OF GEORGIA **COUNTY OF TOWNS**

RE: ESTATE OF Clement Henry Duchesne All creditors of the estate of Clement Henry Duchesne, 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 21st day of December, 2011 Sandra Duchesne, Personal Representative 1439 Berrong Street Hiawassee, GA 30546 706-896-9345

### **NOTICE TO DEBTORS & CREDITORS** STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Howell D. Paris, Sr. All creditors of the estate of Howell D. Paris, Sr., 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 Executor. This the 19th day of January, 2012 Howell D. Paris, Jr., Executo PO Box 366 Hiawassee, GA 30546

#### T(Feb1,8,15,22)F **NOTICE TO DEBTORS & CREDITORS**

# NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from ANTHONY J. SILVERS, STEPHANIE SILVERS to Mortgage Electronic Registration Systems, Inc as nominee for Pine State Mortgage Corporation, dated June 1, 2009, recorded June 1, 2009, in Deed Book 456, Page 290, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Sixty-Eight Thousand Three Hundred and 00/100 dollars (\$168,300.00), with interest thereon as pro-vided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SER-VICING, LP, there will be sold at public out-cry 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 February, 2012, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 7 & 30, 17TH DISTRICT, IST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 7, CONTAIN-ING 0.960 ACRES, MORE OR LESS, OF OLD BRASSTOWN ESTATES AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SUBVEYING INC. DATED MAY 12 4000 AC SURVEYING, INC., DATED MAY 13,2002, AS RECORDED IN PLAT BOOK 28, PAGES 134, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE LEGAL DESCRIPTION. SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE MENTIONED PLAT. THE PROPERTY IS CON-VEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, FIF-TY (50) FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO PROTECTIVE COVE-NANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, AS AMENDED AT DEED BOOK 244, PAGE 395, TOWNS COUNTY, GEORGIA RECORDS. Said legal description being controlling, however the property is more commonly known as 2113 BRASS-TOWN LANE, YOUNG HARRIS, GA 30582. The indebtedness secured by said Security bead 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 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. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Lender Contact: BAC, Loss Mitigation Dept., P.O. Box 940070, Simi Valley, CA 93094-0070 Telephone Number: 800-720-3758 To the best of the knowledge and belief of the un-dersigned the owner and narty in posses dersigned, the owner and party in posses-sion of the property is ANTHONY J. SILVERS, STEPHANIE SILVERS, or tenants(s). The sale will be conducted subject (1) to confirma-tion that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and addit of the status of the loan with the holder of the Security Deed. BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SER-VICING, LP as Attorney in Fact for ANTHONY J. SILVERS, STEPHANIE SILVERS THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Attorney Contact: Rubin Lublin Suarez Serrano, LLC, 3740 Davinci Court, Suite 400, Norcross, GA 30092 Telephone Number: (877) 813-0992 Case No. BAC-11-11001-3

# NOTICE OF SALE UNDER POWER

T(Jan11,18,25,Feb1)B

GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.

### 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 James P Cook and Dinah L Cook to Mort-gage Electronic Registration Systems, Inc., dated March 26, 2008, recorded in Deed Book 430, Page 446, Towns County, Georgia Records, as last transferred to Wells Fargo Rank. MA assignment recorded in Deed Bank, NA by assignment recorded in Deed Book 495, Page 243, Towns County, Geor-gia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THREE THOUSAND FIVE HUNDRED AND 0/100 DOL-LARS (#203 500.00) with interest therean LARS (\$203,500.00), 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 February, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Dead has been and in beenty doclared due 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 wireage of proving the game and all 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. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472 Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is James P Cook and Dinah L Cook or a tenant or tenants and said property is more com-monly known as 1227 Old School House Rd, 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 tay firm conduct or evolut to forceden the law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, NA as Attorney in Fact for James P Cook and Dinah L Cook McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/jad1 2/7/12 Our file no. 53836809-FT5 EXHIBIT "A" All that tract or parcel of land lying and being in land lot 43, 17th District, 1st Section, Towns County, Georgia, containing 0.896 acre as shown on plat of survey by Rochester & Associates, Inc., dated Febru-ary 28, 2002, recorded in Plat Book 27, Page 251 Towns County records which descrip-tion on said plat is incorporated herein by reference. Parcel ID#: 00080-085-000 MR/ jad1 2/7/12 Our file no. 53836809 - FT5 . T(Jan11,18,25,Feb1)B

### **NOTICE OF SALE UNDER POWER**

**GEORGIA, TOWNS COUNTY** Because of default in the payment of the indebtedness, secured by a Security Deed executed by K Rudy Eller to Mortgage Elec-tronic Registration Systems, Inc. as nominee for Homecomings Financial Network, Inc., its successors and assigns dated May 23, 2006 in the amount of \$242,400.00, and recorded in Deed Book 373, Page 490, Towns County, Georgia Records; as last transferred to Aurora Bank FSB by assignment; the undersigned, Aurora Bank FSB pursuant to said deed and the 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 in February, 2012, during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said

All that tract or parcel of land lying and be-ing in Land Lot 267, 18th District, 1st Sec-tion of Towns County, Georgia, and being Lot Six (6) of Arrowhead Estates Subdivision containing 0.72 acres as shown on a plat of survey by Tamrok Engineering, Inc., dated September 25, 1992 and recorded 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 Richard L. Ditmore to Mort-gage Electronic Registration Systems, Inc., dated January 12, 2007, recorded in Deed Book 394, Page 550, Towns County, Georgia Records, as last transferred to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment re-corded in Deed Book 466, Page 199, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUN-DRED TWELVE THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$112,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in February, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and 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 record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate amend or modify the terms to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Richard L. Ditmore or a tenant or ten-ants and said property is more commonly known as 1515 Hillcrest Spur, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is 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. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Ser-vicing, LP as Attorney in Fact for Richard L. Ditmore McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/mga 2/7/12 Our file no. 51405111-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 52 of Towns County, Georgia, containing 0.622 acres, and being more particularly de-scribed as Tract 2 as shown on a plat sur-vey for Richard Ditmore, by Northstar Land Surveying, Inc., W. Gary Kendall, RLS, dated 5-8-00, and recorded in Plat Book 29, Page 133, of the Towns County Records, said Plat being incorporated herein by reference; together with and subject to the rights of way for Hill Crest Spur and Chipmonk Lane, portions of which are shown on said plat of survey. Property Address: 1515 Hillcrest Spur Hiawassee, GA 30546 MR/mga 2/7/12 Our file no. 51405111 - FT11 T(Jan11,18,25,Feb1)E

### STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Kim Strow to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. is successor and assigns dated June 7, 2007, and recorded in Deed Book 408, Page 80, Towns County Records, said Security Deed having been last sold, as-Signed, transferred and conveyed to BANK of America, N.A., Successor by Merger to Bac Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP, by Assignment, securing a Note in the original principal amount of \$176,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due

### **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 KEVIN SWANSON and BETH SWANSON to Bank of Hiawassee, dated September 4, 2008, recorded October 7, 2008, in Deed Book 442, Page 281, Towns County, Georgia records, as last modified by Modification recorded in Deed Book 469, Page 648, Towns County, Georgia records; also that certain Assign-ment of Leases and Rents dated September 4, 2008, recorded in Deed Book 442, Page 290, Towns County, Georgia records, as transferred to CITIZENS SOUTH BANK pursuant to that certain Purchase and Assumption Agreement dated as of March 19, 2010, by and among Citizens South Bank, The Federal Deposit Insurance Corporation, Receiver of Bank of Hiawassee and The Federal Deposit Insurance Corporation, said Security Deed being given to secure a Note from KEVIN SWANSON AND BETH SWAN-SON, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in February, 2012,

the following described property: All that tract or parcel of land lying and be-ing in Land Lot 130 & 131, 18th District, 1st Section of Towns County, Georgia, contain-ing 5.664 acres, more or less, as shown on a plat of survey by Tamrok Associates, Inc., Jon G. Stubblefield, R.L.S. dated 3/31/97, recorded in Plat Book 24, Page 86, Towns County, Georgia records which description on said plat is incorporated herein by ref-

Subject to easement as recorded in Deed Book E-1, Page 284, Towns County, Georgia records

Subject to the easement to Blue Ridge Mountain EMC as filed and recorded in Deed Book 331, Pages 184-185, Towns County, Georgia records.

Subject to all matters and conditions as shown on above referenced plat of survey. 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 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 KEVIN SWANSON and BETH SWANSON or a tenant or tenants. CITIZENS SOUTH BANK, as successor in interest to Bank of Hiawassee, as attor-ney in Fact for KEVIN SWANSON and BETH SWANSON

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. BA375-00004(B)

T(Jan11,18,25,Feb1)B

## NOTICE OF SALE UNDER POWER STATE OF GEORGIA, COUNTY OF TOWN

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by PHYLIS J BAIR AND A/K/A P.J. BAIR to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR DECISION ONE MORTGAGE COMPANY, LLC , dated 09/25/2006, and Recorded on 09/29/2006 as Book No. 385 and Page No. 400-411, TOWNS County, Georgia records, as last assigned to DEUTSCHE BANK NA-TIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2002-LE2 by assignment convey TRUST 2007-HE2, by assignment, convey-ing the after-described property to secure a Note of even date in the original principal amount of \$161,250.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in February, 2012, Sale on the ing described property ALL THAT TRACT OR PARCEL OF LAND LYING AND BE-ING IN LAND LOT 135, 17TH DISTRICT, IST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 6, CONTAINING 0.813 ACRES, MORE OR LESS, OF WILLOW SPRINGS SUB-DIVISION AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED 5/31/02 FILED AND RECORDED IN PLAT BOOK 28, PAGE 198, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO. THE PROPERTY IS SUBJECT TO ALL MAT-TERS AND CONDITIONS AS SHOWN ON THE ABOVE DESCRIBED PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO BUILDING SET BACK LINES AS SHOWN ON SAID PLAT. THE PROPERTY IS CONVEYED SUBJECT TO THE DECLARATION OF RESTRICTIVE COVE-NANTS FOR WILLOW SPRINGS SUBDIVISION AS RECORDED IN DEED BOOK 250, PAGES 132-133; RE-RECORDED IN DEED BOOK 253, PAGES 135-137, TOWNS COUNTY, GEORGIA RECORDS. The debt secured by said Deed to Secure Debt 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. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Se-cure Debt and by law, including attorney's fees (notice of intent to collect attorney' fees having been given). The entity that has full authority to negotiate, amend, and aving modify all terms of the mortgage with the debtor is: AMERICA'S SERVICING COMPANY, 3476 STATEVIEW BLVD., Foreclosure MAC# X7801-013, FORT MILL, SC 29715, 800-288-3212. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 5451 WILLOW SPRINGS ROAD, YOUNG HAR-RIS, GEORGIA 30582 is/are: PHYLIS J BAIR AND A/K/A P.J. BAIR or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and pay-able), (b) any matters which might be dis-closed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances zoning ordinances, easements, restrictions covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the re-scission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and au-dit of the status of the loan as provided in the preceding paragraph. DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE2 as Attorney in Fact for PHYLIS J BAIR AND A/K/A P.J. BAIR. THIS LAW FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20110134000693 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK. LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. T(Jan11,18,25,Feb1)B

### STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from William Robert Bradshaw and Jennifer Nicole Bradshaw to The Mort-gage People Co. in the original principal amount of \$66,000.00 dated 08/21/2001, and recorded in Deed Book 225, page 202, Towns County records, said Security Deed being last transferred and assigned to Citi-Mortgage, Inc. in Deed Book 474, Page 10, the undersigned will sell at public outcry to the highest bidder for cash before the to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of February, 2012 by CitiMortgage, Inc., as Attorney-in-Fact for William Robert Brad-shaw and Jennifer Nicole Bradshaw the following described property: All that tract or parcel of land lying and being in Land Lot 101, 18th District, 1st Section, Towns County, Georgia, containing 1.370 acres. as shown on a plat of survey by

1.370 acres, as shown on a plat of survey by Northstar Land Surveying, Inc., RS# 2788, dated December 15, 1999, revised April 12, 2000, recorded in Plat Book 25, Page 279, Towns County Records, which description on said plat is incorporated herein by refer-

ence and made a part hereof. The property is conveyed subject to the road easement as shown on said plat. Property known as: 122 Nell Mountain Rd, Hiawassee, GA 30546 The indebtedness secured by said Deed

to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby,

this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law). The property will be sold as the property of The Aforesaid Grantors subject to the following:

following: tollowing:
(1) all prior restrictive covenants, easements, rights-of-way or encumbrances;
(2) all valid zoning ordinances;
(3) matters which would be disclosed by an accurate survey of the property;
(4) the outstand-time the property;
(4) the outstand-time the property; ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above.

above. Pursuant to 0.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is:

CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368

PHONE: 866-272-4749 Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend

or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is William Robert Bradshaw and Jennifer Nicole Bradshaw

CitiMortgage, Inc., as Attorney-in-fact for William Robert Bradshaw and Jennifer Ni-

cole Bradshaw. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 11-10829 T(Jan11,18,25,Feb1)B

### **STATE OF GEORGIA** COUNTY OF TOWNS NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Don F McElroy and Patricia G McElroy to Mortgage Electronic Registra-tion Systems, Inc. in the original principal amount of \$139,100.00 dated 03/30/2007, and recorded in Deed Book 401, page 449, Towns County records, said Security Deed being last transferred and assigned to Citi-Mortgage, Inc., the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of February, 2012 by CitiMortgage, Inc., as Attorney-in-Fact for Don F McElroy and Patricia G McElroy the following de-

scribed property: All that tract or parcel of land, situate, lying and being in Section 1, District 18 & 19, Land Lots 7, 8, & 21, Towns County, Georgia, be-ing designated as Lot 75 of Hi-River Coun-try Subdivision, containing 0.708 acres, as shown on a plat of survey entitled "Survey for Lorve Construction Construction of December for Lorve Construction of December 20, acres, as for Larry Gene Cochran", dated December 14, 1995, by Tamrok & Associates, Inc., Jon G. Stubblefield, Registered Surveyor, as recorded in Plat Book 21, Page 12, Towns County, Georgia records, said plat being incorporated herein by reference. Subject to all matters and conditions as shown the above referenced plat. ALSO CONVEYED herewith is a right of ingress and egress over the roads of Hi-River Country to U.S. Highway 76, as shown on said plat. Subject to the protective covenants for Hi-River Country Subdivision, as recorded in Deed Book 80, Pages 762-763, Towns County, Georgia records and in that deed from Donald J. Carter to W. J. Farnbauch, et al., as recorded in Deed Book 78, Pages 278-280 Towns County Georgia records Property known as: 2192 Big Pine Dr, Hia-wassee, GA 30546 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 purposes paving the same and all expenses of sale. been given as provided by law). The property will be sold as the property of The Aforesaid Grantors subject to the (1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is: CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368 PHONE: 866-272-4749 Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is Don F McElroy and Patricia G McElroy. CitiMortgage, Inc., as Attorney-in-fact for Don F McElroy and Patricia G McElroy. This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone - (770) 392-0398 Toll Free - (866) 999-7088 our File No. 11-13757 T(Jan11,18,25,Feb1)B

### STATE OF GEORGIA

COUNTY OF TOWNS RE: ESTATE OF Otis Roger Smith All creditors of the estate of Otis Roger Smith, 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 27th day of December, 2011 Ginger Smith Littleton, Personal Representative 6648 Wembly Ct. Reynoldsburg, OH 43068 614-886-5429 T(Jan4-Jan25)P

#### **NOTICE TO DEBTORS & CREDITORS** STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Towns All creditors of the estate of Doris Jean Armstrong, 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 11th day of January, 2012 Richard L. Armstrong, Personal Representative 3725 North Meadow Circle Young Harris, GA 30582 706-896-9372 T(Jan18.25.Feb1.8)P

#### **NOTICE TO DEBTORS & CREDITORS STATE OF GEORGIA** COUNTY OF TOWNS

RE: ESTATE OF Ethel Barrett All creditors of the estate of Ethel Barrett, 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 re-quired to make immediate payment to the undersigned. This the 13th day of January, 2012

Virginia B. Spiva, Personal Representative 4571 Amberly Court So. Atlanta, GA 30360 770-457-6933

T(Jan18,25,Feb1,8)P

#### NOTICE TO DEBTORS AND CREDITORS

All creditors of the estate of Melvin G. Harkins, late of Towns County, Georgia deceased, 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. This the 12 day of January, 2012.

Bruce L. Fergsuon, Attorney for Dena M. Harkins Administrator of the Estate of Melvin G. Harkins PO BOX 524 Hiawassee, GA 706-896-9699 GA 30546 N(Jan18-Feb8)B

### NOTICE TO CREDITORS AND DEBTORS All creditors of the estate of ELIZABETH NEAL UPSHAW, late of Towns County, Geor-gia, deceased, are hereby notified to render in their demands to the undersigned ac-cording to law; and all persons indebted to said estate are required to make immedi-

ate payment. This 2ND day of January, 2012. Mr. Gregg Bradley 7621 Hwy 76 W. Young Harris, Georgia 30582 T(Jan11,18,25,Feb1)B

# NOTICE OF INTENT TO VOLUNTARILY DISSOLVE A CORPORATION

Notice is given that a notice of intent to dissolve "KBD Planning, Group, Inc.", a Geor-gia corporation with its registered office at 6403 Cameron Ridge Road, Young Harris, GA 30586, has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. T(Jan25,Feb1)B

#### NOTICE

GEORGIA, TOWNS COUNTY PROBATE COURT TO: Any heir whose current address is unknown, all known and unknown interested parties and anyone else Tsun-Lien Rose has petitioned to be ap-

pointed Administrator(s) of the estate of Bobby Merrell Crapps, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) powers contained in O.C.G.A. § 53-12-201.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before February 15, 2012. 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 with-

out a hearing. David Rogers, Probate J By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 N(Jan18,25,Feb1,Feb8)B

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 Craig Mihalko to Mortgage Electronic Registra-tion Systems, Inc., dated January 9, 2009, recorded in Deed Book 446, Page 669, Towns County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment to be recorded in the Office of the Clerk of Superior Court of Towns County. Georgia Records. conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED TEN THOUSAND AND 0/100 DOL-LARS (\$210,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash hefore the courthouse door of Towns Counbefore the cournouse door of lowns coun-ty, Georgia within the legal hours of sale on the first Tuesday in February, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART **HEREOF** The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad 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. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Craig Mihalko or a tenant or tenants and said property is more commonly known as 2426 Indian Trail, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not pro-hibited 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 per sonal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Craig Mihalko McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sju 2/7/12 Our file no. 51520011-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 193. 18th District. 1st Section of Towns County, Georgia, being Lot 14, Set-tlers Ridge Phase II, as shown on a plat of survey by LandTech Services, Inc., dated October 1, 2003 and recorded in Plat Book 30, Page 240-241, Towns County, Georgia records which description on said plat is incorporated herein by reference. Subject to all matters and conditions as shown on above referenced plat of survey. The property is conveyed subject to the same restrictions for Settlers Ridge, Phase I as recorded Deed Book 161, Page 545, Towns County, Georgia Records. Also conveyed is an easement of ingress and egress from Fodder Creek Road to Indian Trial Road and to the property herein conveyed. Subject to a Blanket Easement reserved at Deed Book 356, Page 1, Towns County, Georgia records for utilities and ingress/egress along the Western Boundary of Lot 14 with the setback area shown as a broken line on the above referenced plat of survey. MR/sju 2/7/12 Our file no. 51520011 - FT7 T(Jan11,18,25,Feb1)B

### 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 Se-rafin Garcia, Jr. and Sander A Steinberg to Wells Fargo Bank, N.A., dated November 6, 2006, recorded in Deed Book 388, Page 777, Towns County. Georgia Records, convey-Towns County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of ONE HUNDRED FORTY-FOUR THOUSAND AND 0/100 DOLLARS (\$144,000.00), 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 County, Georgia within the legal hours of sale on the first Tuesday in February, 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 Secu-rity Deed. The debt remaining in default, this sale will be made for the purpos paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortanieriu, or indury die einis of the indre-gage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Serafin Gar-cia, Jr. and Sander A Steinberg or a tenant or tenants and said property is more com-monly known as 2554 Rustic Ridge Trail, Voung Harris Generia 20582 The sale will 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. Wells Fargo Bank, N.A. as Attorney in Fact for Serafin Garcia, Jr. and Sander A Steinberg McCalla Raymer, JLC 154/ Old Alabama Raad Reswell Goor. LLC 1544 Old Alabama Road Roswell, Geor-gia 30076 www.foreclosurehotline.net MR/ sju 2/7/12 Our file no. 51071211-FT7 EX-HIBIT "A" All that certain tract or parcel of land lying and being in District 17, Land Lot 6, 1st Section, Towns County, Georgia, containing 0.850 acre more or less, and being shown as Lot 2 of Rustic Ridge Subdivision, on a plat of survey prepared by Northstar Land Surveying, Inc., as recorded in Plat Book 32, Page 213, Towns County, Georgia 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 Book 311, pages 309-310, Towns County, Georgia records. Subject to easements as recorded in Deed Book 68, Page 691; Deed Book 240, Page 474 and Deed Book 300, Page 21, Towns County, Georgia records. Subject to easements and other matters of survey as shown on the above referenced plat of survey. MR/sju 2/7/12 Our file no. 51071211

T(Jan11,18,25,Feb1)B

in Plat Book 16, Page 133, Towns County records which description on said plat is incorporated herein by reference.

Also herein conveyed is that right of in-gress and egress over Arrowhead Road and Riverside Drive to Georgia Highway 17-75 as shown on that plat recorded in Plat Book 16, Page 52, Towns County records. The property is subject to the Restrictions

for Arrowhead Estates Subdivision as re-corded in Deed Book 104, Pages 797-799 as amended in Deed Book 113, Page 234

Towns County records. Subject to utility easements to Blue Ridge Mountain EMC as recorded in Deed Book 104, Page 167 and Deed Book 112, Page 504 Towns County records Subject to any easements, restrictions and

rights of way of record. which has the property address of 4681 Arrowhead Road, Hiawassee, Georgia., to-

gether with all fixtures and other personal property 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 deed.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Said property will be sold as the property of K R Eller and Mary R. Eller and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the pur-chaser as provided in the aforementioned

Security Deed. Aurora Bank FSB Attorney in Fact for K Rudy Eller

McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com

Towns County Herald Publication Dates:01-12-2012, 01-19-2012, 01-26-2012, 02-02-2012

File No. 11-18855 /CONV/kienrette 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(Jan11,18,25,Feb1)B

#### NOTICE OF SALE UNDER POWER **GEORGIA, TOWNS COUNTY**

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Denise F Gurley and Jeffrey M Gurley to H&R Block Mortgage Corporation, a Massachusetts Corporation dated August 26, 2005 in the amount of \$312,000.00, and recorded in Deed Book 346, Page 595, Towns County Georgia Records; as last Towns County, Georgia Records; as last transferred to Deutsche Bank National Trust Company, as Trustee for HSI Asset Se-curitization Corporation Trust 2005-0PT1, Mortgage Pass-Through Certificates, Series 2005-0PT1

by assignment; the undersigned, Deutsche Bank National Trust Company, as Trustee for HSI Asset Securitization Corporation Trust 2005-0PT1, Mortgage Pass-Through Certificates, Series 2005-0PT1

pursuant to said deed and the 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 in Feb-ruary, 2012, during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

All that tract or parcel of land lying and being in Land Lot 46, 17th District, 1st Section, Towns County, Georgia, containing a total of 1.39 acres, and being shown as lots two (2) and eighteen (18) of the Nottaway subdivision on a plat of survey by Blairs-ville Surveying Co., Robert J. Breedlove, R. S., dated 7/4/01, recorded in Plat Book 28 Page 26 Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The property is subject to the reservations and restrictive covenants for Nottaway subdivi-sion, dated 1/4/89, recorded in Deed Book 95 pages 721-722 Towns County records, the same being incorporated herein by reference. The property is subject to the power line easement granted to Blue Ridge Electric. The property is conveyed subject to the road rights of way as shown on the

above plat of survey. which has the property address of 5152 Nottaway Ct, Young Harris, Georgia., together with all fixtures and other personal

property 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

deed. Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Said property will be sold as the property of Denise F Gurley and Jeffrey M Gurley 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. Deutsche Bank National Trust Company, as Trustee for HSI Asset Securitization Corpo-ration Trust 2005-0PT1, Mortgage Pass-Through Certificates, Series 2005-OPT1 Attorney in Fact for Denise F Gurley and Jeffrey M Gurley McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald Publication Dates:01-12-2012, 01-19-2012, 01-26-2012, 02-02-2012 File No. 11-14764 / CONV/kandrade 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(Jan11,18,25,Feb1)B

and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, February 7, 2012, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed. to-wit:

All that tract or parcel of land lying and be-ing in Land Lots 45 & 46, 18th District, 1st Section, Towns County, Georgia, containing 1.289 acres, more or less, and being more particularly described as Tract One (1) as shown on a plat of survey by Northstar Surveying & Mapping, Inc., R.L.S. #2786, dated August 4, 2006, filed and recorded in Plat Book 36, Page 176, Towns County Records. Said plat is incorporated herein, by refer-ence hereto, for a full and complete description of the above described property. Said property is subject to all rights of way easements and restrictions as shown on

the above referenced plat. Said property is subject to the power lines as shown on the above referenced plat.

Said property is subject to the easement egress and utilities across Tract One (1) as shown on the above referenced plat. Grantor grants to grantee a non-exclusive perpetual easement of ingress and egress

to the above described property running from Upper Bell Creek Road along Sprinkles Drive as shown on said plat. Said property is known as 1704 Sprinkles Drive, Hiawassee, GA 30546, 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 Deed first set out above.

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.

Notice has been given of intention to collect attorney's fees in accordance with the

terms of the Note secured by said Deed. The property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Kim Strow or a tenant or tenants. The proceeds of said sale will be applied to the payment of said indebtedness and all the expenses of said sale, including attorney's fees, all as provided in said Deed, and the balance, if any, will be distributed as provided by law. BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVIC-ING. LP FKA COUNTRYWIDE HOME LOANS SERVICING LP as Attorney-in-Fact for Kim Strow

File no. 11-023947 SHAPIRO & SWERTFEGER, LLP\*

Attorneys and Counselors at Law 2872 Woodcock Blvd., Duke Building, Suite

Atlanta, GA 30341-3941

(770)220-2535/EM www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COL-

LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE T(Jan11,18,25,Feb1)B

**STATE OF GEORGIA** 

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from KEVIN SWANSON and BETH SWANSON to Bank of Hiawassee, dated March 27, 2003, re-corded March 27, 2003, in Deed Book 267, Page 708, Towns County, Georgia records, as last modified by Modification recorded in Deed Book 469, Page 636, Towns County, Georgia records, as transferred to CITIZENS SOUTH BANK pursuant to that certain Pur-chase and Assumption Agreement dated as of March 19, 2010, by and among Citizens South Bank, The Federal Deposit Insurance Corporation, Receiver of Bank of Hiawassee and The Federal Deposit Insurance Corporation, said Security Deed being given to secure a Note from KEVIN SWANSON AND BETH SWANSON, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the high-est bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in February, 2012, the following described property

TRACT ONE: All that tract or parcel of land lying and being in Land Lot 3, 18th District, 1st Section, Towns County, Georgia, containing 2.00 acres, more or less, as shown on a plat of survey entitled "Survey for Ce-cil C. Sanders, Jr., by Cherry Log Surveying Co., Inc., Joel Jordan, Registered Surveyor, dated April, 1991 and recorded in Plat Book 15, Page 111, in the Office of the Clerk of the Superior Court of Towns County, Geor-gia, said plat bring incorporated by reference herein.

TRACT TWO: All that tract or parcel of land lying and being in Land Lot 3, 18th District, 1st Section. Towns County. Georgia. lving between the Southern line of Tract One herein above described to the Northern line of Boyd Hunter Road as shown on said plat of survey and property lying between the Western line of Georgia Highway 75 and the Eastern property line of said Tract One. Also, conveyed herein is a non-exclusive Easement of ingress and egress over and across Boyd Hunter Road as shown on said plat running to and from Georgia Highway

#### **NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY**

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Angel Garcia and Viviana Gar-cia to Washington Mutual Bank, FA dated May 25, 2006 in the amount of \$175,200.00, and recorded in Deed Book 372, Page 813 Towns County, Georgia Records; as last transferred to JPMorgan Chase Bank, National Association by assignment; the un-dersigned, JPMorgan Chase Bank, National Association pursuant to said deed and the 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 in February, 2012 , during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property de-scribed in said deed to-wit:

All that tract or parcel of land lying and be-ing in Land Lots 148 and 149, 18th District, 1st Section, Towns County, Georgia, containing 0.384 acre, and being more particu-larly described as Lot 51, Block B, of Beech Cove Vista Subdivision, as shown on a plat of survey for Allen S. Becker, by Landtech Services, Inc., H. Samuel Walker, RLS, dated 06-18-03, and recorded in Plat Book 30, Page 137 of the Towns County Record, said plat being incorporated herein by reference, said lot being conveyed, together with a right of ingress and egress over, above and across the subdivision roads of Beech Cove Vista, portions of which are shown on the above referenced plat of survey and upon that plat of survey recorded in Plat Book 1 Page 168, of the Towns County Records.

Subject to any easements, restrictions and Rights-of-Way of record. which has the property address of 995

Vista Lane, Hiawassee, Georgia., together with all fixtures and other personal prop-

### NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY By virtue of the power of sale contained in the Real Estate Deed to Secure Debt by and between S.L GILES ENTERPRISES, INC. ("Grantor") to BANK OF HIAWASSEE, which was subsequently assigned to CADC/RADC Venture 2011-1, LLC, (the "Lender"), re-corded on May 3, 2006 in Deed Book 370, Page 484 of the Towns County, Georgia records, as subsequently modified, convey-ing the realty described below as collateral for the debt in the original principal amount of \$257,059.00, together with all late fees and interest from dates of execution at the rates provided therein on the unpaid balance; 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 of February, 2012 the realty located in the 18th District, 1st Section, Towns County, Georgia, being more completely described as follows: All that tract or parcel of land lying and be-

ing in Land Lot 79 of the 18th District, 1st Section, Towns County, Georgia, containing 1.956 acres, as shown on a plat of survey by Tamrok Associates, Inc. dated Octobe 29, 1999, revised June 13, 2000 as recorded in Plat Book 24, Page 279, Towns County, Georgia records, which plat is by reference incorporated herein and made a part here-of. The property is conveyed subject to the

road easements as shown on said plat. The debt secured by said Real Estate Deed to Secure Debt has been and is hereby declared due and payable because, among other possible events of default, of the Grantor's failure to pay the interest and principal when due. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses

of this sale, including attorney's fees. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), and 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 Real Estate Deed to Secure Debt first set out above.

#### NOTICE

Georgia Department of Transportation To Hold A Location and Design Public Information Open House for Project BR000-0000-00(304) Towns County P.I. No. 0000304

P.I. No. 0000304 On January 31, 2012(date) at Blue Ridge Mountain EMC, 1360 Main Street, Young Harris, Georgia 30582(location), the Geor-gia Department of Transportation will hold

a Public Information Open House concern-ing Project BR000-0000-00(304), Towns County. Project BR000-0000-00(304), Towns Coun-ty is a proposal to replace the structurally deficient bridge on State Route (SR) 66 over Reasctown Creak approximately 0.5 mile Brasstown Creek approximately 0.5 mile northwest of Young Harris, Georgia. The purpose of this Open House is to pro-

vide the public with an opportunity to view the proposed project, ask questions, and comment on the proposal.

The Open House will be conducted be-tween the hours of 4:00 p.m. and 6:00 p.m. The Open House will be informal and the public is invited to attend anytime during these hours. There will be no formal presentation.

Americans with Disabilities Act (ADA) Information

The meeting site is accessible to persons with disabilities. Accommodations for people with disabilities can be arranged with advance notice by calling Kim Coley at (770) 532-5530.

Written statements will be accepted con-cerning this project until February 14, 2012.

Written statements may be submitted to: Mr. Glenn Bowman, P.E. State Environmental Administrator Georgia Department of Transportation 600 West Peachtree Street, NW – 16th

Floor Atlanta, Georgia 30308

T(Jan11,eow,25)B

75. The property is conveyed subject to all

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect

attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, 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 KEVIN SWANSON and BETH SWANSON or a tenant or tenants. CITIZENS SOUTH BANK, as successor in interest to Bank of Hiawassee, as attor-ney in Fact for KEVIN SWANSON and BETH SWANSON

SWANSON L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. BA375-00004(A)

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. Said property will be sold as the property of Angel Garcia and Viviana Garcia and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforemen-

tioned Security Deed. JPMorgan Chase Bank, National Association

Attorney in Fact for Angel Garcia and Viviana Garcia McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald Publication Dates:01-12-2012, 01-19-2012, 01-26-2012, 02-02-2012 File No. 10-12803 /FHLMC/kcarr 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.** 

To the best knowledge and belief of Lender, the party in possession of the property is S.L. Giles Enterprises, Inc. or a tenant or

CADC/RADC Venture 2011-1, LLC, as Attorney In Fact For S.L. Giles Enter-prises, Inc. Sarah Wheeler Clay W. Reese Moore & Reese, LLC 2987 Clairmont Road Suite 440 Atlanta, GA 30329 (770) 457-7000 Jan11,18,25,Feb1)E

**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 MINDY BETH SCHERER N/K/A MINDY SCHERER LAWSON to UNITED COMMUNITY BANK, dated March 18, 2011, recorded April 5, 2011, in Deed Book 492, Page 601, Towns County, Georgia records, said Security Deed being given to secure a Note from MINDY BETH SCHERER N/K/A MINDY SCHERER LAWSON of even date in the origi-nal principal amount of Three Hundred One Thousand Eight Hundred Twenty Six and 50/100 (\$301,826.50) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in February, 2012, the following described property:

All that tract or parcel of land lying and being in Land Lot 253, 18th District, 1st Section, Towns County, Georgia, containing 2.001 acres and being shown as Lot Three (3) on a plat of survey by Rochester & Asso-ciates, Inc., dated July 19, 1994, recorded in Plat Book 17, Page 188, Towns County, Georgia records, which description on said plat is incorporated herein by reference. The property is conveyed subject to the road right of way of Towns County, Geor-

gia. The property is conveyed subject to restric-tions for The Ridges Subdivision as record-ed in Deed Book X-1, Pages 241 and 277 and W-1, Page 219, Towns County, Georgia. The property is conveyed subject to all matters and conditions shown on the

above referenced plat of survey. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect

attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, 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 MINDY BETH SCHERER N/K/A MINDY SCHERER LAWSON or a tenant or tenants

UNITED COMMUNITY BANK, as attorney in Fact for MINDY BETH SCHER-ER N/K/A MINDY SCHERER LAWSON L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03197 T(Jan11,18,25,Feb1)B