Towns County Herald

Legal Notices for February 1, 2012

NOTICE TO DEBTORS & CREDITORS

NOTICE OF SALE UNDER POWER

RUTIGE OF SALE ORDER FOWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE

USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale

contained in a Security Deed given by 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

public dutery to the highest bluder 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 Deed her becaused the beach and in beach.

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 nurses of navign the same 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 va-

lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-

rate 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 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 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 se-curity 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 set-

back area shown as a broken line on the above referenced plat of survey. MR/sju 2/7/12 Our file no. 51520011 - FT7

GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE

USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale

contained in a Security Deed given by 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, conveying the after-described property to secure

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 Febru-

ary, 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 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 au-

thority 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 mort-

amend, or mount the terms of the morgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Serafin Garcia, Jr. and Sander A Steinberg or a tenant or tenants and said property is more commonly known as 2554 Rustic Ridge Trail,

Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the

U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This

law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money

judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Serafin Garcia, Jr. and Sander A Steinberg McCalla Raymer,

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, con-

taining 0.850 acre more or less, and being shown as Lot 2 of Rustic Ridge Subdivision,

on a plat of survey prepared by Northstan

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 - FT7

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

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 thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash

hefore the courthouse door of Towns Coun-

before the courthouse door of lowns 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 Security Deed. The debt re-maining in default, this sale will be made

for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's

fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-

lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-

rate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants,

and matters of record superior to the Se

that has full authority to negotiate, ameno

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 confirmation and audit of the status of the loan with the holder of the security deed. This

law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, NA as Attorney in Fact for 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 description on said plat is incorporated herein by reference. Parcel ID#: 00080-085-000 MR/

iad1 2/7/12 Our file no. 53836809 - FT5

NOTICE OF SALE UNDER POWER

T(Jan11,18,25,Feb1)B

NOTICE OF SALE UNDER POWER

T(Jan11,18,25,Feb1)B

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

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., Executor Hiawassee, GA 30546

T(Feb1,8,15,22)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 706-896-9372

NOTICE TO DEBTORS & CREDITORS 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 required 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

Harkins, late of Towns County, Georgia deceased, 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. payment. This the 12 day of January, 2012. Bruce L. Fergsuon, Attorney for Dena M. Harkins Administrator of the Estate of Melvin G. Harkins

NOTICE TO DEBTORS AND CREDITORS
All creditors of the estate of Melvin G.

Hiawassee, GA 30546 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 according to law; and all persons indebted to said estate are required to make immediate pavment. This 2ND day of January, 2012. Mr. Gregg Bradley 7621 Hwy 76 W.

Young Harris, Georgia 30582 **NOTICE TO DEBTORS & CREDITORS**

STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF Lorine Nicholson Arrowood All creditors of the estate of Lorine Nich-

olson Arrowood, 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 imme-diate payment to the undersigned. This the 27th day of January, 2012 Dayle Grindle onal Representative 1439 Cabury Church Road Gainesville, GA 30507

All creditors of the estate of Pauline Shook

T(Feb1,8,15,22,29)P **NOTICE TO DEBTORS & CREDITORS** STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF Pauline Shook Nicholson

Nicholson, deceased, late of Towns County e hereby notified to render th 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 January, 2012 Personal Representative 1439 Cabury Church Road Gainesville, GA 30507

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. **GEORGIA, TOWNS COUNTY PROBATE COURT**

TO: Any heir whose current address is un-known, 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.) 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 tion 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 Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C

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 Mort-gage Electronic Registration Systems, Inc

as nominee for Pine State Mortgage Corpo-ration, 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 provided 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 SERVICING, LP, 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, 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, 1ST 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 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 LE-GAL DESCRIPTION. SUBJECT TO ALL MAT-TERS AND CONDITIONS AS SHOWN ON THE ABOVE MENTIONED PLAT. THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASE-MENT FOR INGRESS, EGRESS AND UTILI-TIES, FIFTY (50) FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO PRO-TECTIVE COVENANTS AND RESTRICTIONS
PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, AS AMENDED AT DEED BOOK 324, PAGE 395, TOWNS COUNTY, GEORGIA RECORDS. Said legal description being controlling, however the property is more commonly known as 2113 BRASSTOWN LANE, YOUNG HARRIS, GA 30582. The indebtedness se-HAHRIS, GA 30582. The indebtedness se-cured 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 non-payment of the indebtedness as and when due. The indebtedness remaining in default this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to col-lect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; 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 undersigned, the owner and party in possession of the property is ANTHONY J. SILVERS, STEPHANIE SILVERS,

or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of

the Security Deed. BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE

HOME LOANS SERVICING, 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 INFOR-MATION 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

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 Electronic 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 assign-ment; 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 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

All that tract or parcel of land lying and being in Land Lot 267, 18th District, 1st Section of Towns County, Georgia, and being Lot Six (6) of Arrowhead Estates Subdivi-sion containing 0.72 acres as shown on a plat of survey by Tamrok Engineering, Inc., dated September 25, 1992 and recorded 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 ingress 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-

deed to-wit:

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, easements, protective covenants or restrictions, liens, and other superior matters of record which may affort eatly property. 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 col-lect 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 purchaser 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 Publication Dates:01-12-2012, 01-19-2012, 01-26-2012, 02-02-2012 File No. 11-18855 /CONV/kjenrette THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **NOTICE OF SALE UNDER POWER**

GEORGIA, TOWNS COUNTY

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 transferred to Deutsche Bank National Trust Company, as Trustee for HSI Asset Securitization Corporation Trust 2005-0PT1, Mortgage Pass-Through Certificates, Series 2005-0PT1 ries 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 artire amount

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 Sec-

tion, 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 Blairsville 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., 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, easements, protective covenants or restrictions. 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 col-lect 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 expense 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 Corporation Trust 2005-0PT1, Mortgage Pass-Through Certificates, Series 2005-0PT1 Attorney in Fact for Denise F Gurley and Jeffrey M Gurley McCurdy & Candler, L.L.C. (404) 373-1612

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.

.mccurdycandler.com

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

NOTICE OF SALE UNDER POWER

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 Lagas Servicing LP Re Countruvide 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 af-ter-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 Februnours or sale on the first nesday in Febru-ary, 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 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 valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of 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 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 tenants 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 not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. 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 survey 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(.lan11.18.25 Feb1)B

NOTICE OF SALE UNDER POWER

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 and pavable 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 de-scribed in said Deed, to-wit:

All that tract or parcel of land lying and being 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 reference 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

for ingress, 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,

rany.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The 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 col-lect 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 SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP SERVICING, LP SERVICING, LP SERVICING, LP SERVICING LP SERVICING

Attorneys and Counselors at Law 2872 Woodcock Blvd., Duke Building, Suite 100 Atlanta, GA 30341-3941 (770)220-2535/EM

SERVICING LP as Attorney-in-Fact for Kim

SHAPIRO & SWERTFEGER. LLP*

www.swertfeger.net *The Law Firm is acting as a debt col-lector. Any information obtained will BE USED FOR THAT PURPOSE. STATE OF GEORGIA COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from 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 Hiawas-see 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 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: 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 age 111, in the Office of the Clerk of the Superior Court of Towns County, Georgia, 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, lying 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 The property is conveyed subject to all matters appearing on said plat. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of

default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The

debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including es (notice of intent to collec 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 attorney in Fact for KEVIN SWANSON and BETH SWANSON L. Lou Allen

Blue Ridge, Georgia 30513 (706) 632-7923 File No. BA375-00004(A) T(Jan11,18,25,Feb1)B **COUNTY OF TOWNS NOTICE OF SALE UNDER POWER** Under and by virtue of the power of sale

Stites & Harbison, PLLC

11 Mountain Street, Suite 8

contained in a Security Deed from KEVIN SWANSON and BETH SWANSON to Bank of Hiawassee, dated September 4, 2008, re-

corded 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 being in Land Lot 130 & 131, 18th District, 1st Section of Towns County, Georgia, containing 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 the easement to Blue Ridg 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 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 (notice of intent to conect 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 as 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 attorney 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 Because of a default in the payment of

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,
LIC. detail 00/05/2006 and Powerded A. 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 NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE2, by assignment, conveying the after-described property to secure a Note of even date in the original princi-pal 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, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BE-ING IN LAND LOT 135, 17TH DISTRICT, 1ST 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 COVENANTS 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 de-clared due because of, among other pos-sible events of default, failure to pay the indehtedness 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 pur-pose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The entity that has full authority to negotiate, amend, and 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 instrument. To the best knowledge and belief of the undersigned, the party/parties in pos-session 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 payable), (b) any matters which might be disclosed by an accurate survey and inspec-tion 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 0.0 C.6.A. Section 9.13.1721 which allows O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission 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 audit 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

GEORGIA, TOWNS COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Angel Garcia and Viviana Garcia 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, Na-tional 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 described in said deed to-wit: All that tract or parcel of land lying and being in Land Lots 148 and 149, 18th District, 1st Section, Towns County, Georgia, containing 0.384 acre, and being more particularly described as Lot 51, Block B, of Beech

75001 Telephone: (972) 341-5398.

NOTICE OF SALE LINDER POWER

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 property conveyed by said deed. The sale will be held subject to any unpaid

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 loan with the holder of the security Notice has been given of intention to col-lect attorneys' fees in accordance with the terms of the note secured by said deed.

taxes, assessments, rights-of-way, ease-

ments, protective covenants or restrictions

liens, and other superior matters of record which may affect said property.

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-JPMorgan Chase Bank, National Associa-Attorney in Fact for **Angel Garcia and Viviana Garcia** McCurdy & Candler, L.L.C. 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. T(Jan11,18,25,Feb1)B **STATE OF GEORGIA 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 Mortgage 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 CitiMortgage, Inc. in Deed Book 474, Page 10, the undersigned will sell at public outcry to the highest bidder for cash before the Court-house 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 Bradshaw and Jennifer Nicole Bradshaw the following 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 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 he 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 of paying the same and all expenses of sale, in cluding 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 fol-

(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and

payable; and (6) matters of record superior to the security deed first set out above. 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 Wil-liam Robert Bradshaw and Jennifer Nicole

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

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: 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 Couning designated as Cut 7 of min-niver country Subdivision, containing 0.708 acres, as shown on a plat of survey entitled "Survey 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 Country Cocreix seconds, civil plat being a left being 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 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:

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

Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 11-13757 T(Jan11.18.25.Feb1)B 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"), recorded on May 3, 2006 in Deed Book 370, Page 484 of the Towns County, Georgia records, as subsequently modified, conveying the activities that was collected. 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 bal-ance; 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 being 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 October 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 de-clared 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 pur-pose 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.
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,

Clay W. Reese Moore & Reese, LLC 2987 Clairmont Road Suite 440 Atlanta, GA 30329 (770) 457-7000 **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,

Sarah Wheeler

as Attorney In Fact For S.L. Giles Enter-

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 original 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 & Associates, 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, Georgia.
The property is conveyed subject to restrictions for The Ridges Subdivision as recorded 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 be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The

debt remaining in default, this sale will be

made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, iens 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 UNITED COMMUNITY BANK. as attorney in Fact for MINDY BETH SCHER-ER N/K/A MINDY SCHERER LAWSON L. Lou Allen Stites & Harbison, PLLC l Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03197

T(Jan11,18,25,Feb1)B