# **Towns County Herald**

# Legal Notices for March 21, 2012

#### NOTICE TO DEBTORS AND CREDITORS All creditors of the Estate of Mary Sue Barnard, 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 16th day of February, 2012. Bruce L. Ferguson, Attorney for Vivian B. McGee and Garv G Barnard, Co-Executors of the Estate of Mary Sue Barnard PO BOX 524 Hiawassee, GA 30546 706-896-9699 T(Feb29,Mar7,14,21)B

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

RE: Estate of Bobby Merrill Crapps All creditors of the estate of Bobby Merrill Crapps, 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 February, 2012 Tsun Lien H. Rose, Personal Representative 728 Bullfrog Lane Hiawassee, Ga. 30546 706-896-3977 Г(Feb29,Mar7,14,21)В

NOTICE

Georgia, Towns County Estate No. 2012-15 IN RE: Petition of Edwin Whitlock for Tem-

porary Letters of Guardianship Estate of K.L.T., Minor

TO: David Brian Candler Tench You are hereby notified that a petition for the appointment of a temporary guard-ian has been filed regarding the above-named minor. All objections to the petition describe above either to the appointment of a temporary guardian of the appoint-ment of the petitioner(s) as temporary guardian(s), must be in writing, setting forth the grounds of any such objections, and must be filed with this Court no later than 14 days after this notice is mailed, or 10 days after this notice is person-ally served upon you, or ten days after the second publication of this notice if you are second publication of this notice if you are served by publication. All pleadings must be signed before a notary public or Georgia probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below ad-dress/telephone number for the required amount of filing fees.

without of the reaction of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objec-tion to the appointment of the petition as guardian, or if a parent who is not a natural guardian files an objection to the petition, a hearing on the matter shall be scheduled at a later date.

David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk

48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 T(Mar14,21)B

### NOTICE

PROBATE COURT OF TOWNS COUNTY RE: Petition of Matthew Daniel Cejka to Probate in Solemn Form the Will of Daniel Miles Cejka, Deceased, upon which an order for service was granted by this Court on 3/12/2012.

TO: Daniel Michelle Ceika and all interested parties and all and singular the heirs of said decedent, and to whom it may concern: This is to notify you to file objection, if there is any, to the above referenced petition in this Court on or before April 23, 2012.

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed be-fore a notary public or 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 ba granted without a hearing. David Rogers, Probate Judge

By: Bonnie Sue Dixon, Probate/Deputy Clerk

48 River Street, Suite C

Hiawassee, GA 30546 706-896-3467 T(Mar14.21.28.Apr4)

**NOTICE OF SALE UNDER POWER** 

RUTICE OF SALE ORDER FORER 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 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 recorded in Deed Book 504, Page 115, 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 DOLLARS (\$210,000.00), 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 April, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, in-cluding attorney's fees (notice of intent to collect attorney's fees (notice of militation Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be dis-closed by an accurate survey and inspec-tion of the arconerty and assessments liens tion of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Far-go 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 common-ly 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 security deed. This law firm is seeking solely to foreclose the creditor's lien on real solery to the costs the cleants a life on real estate and this law firm will not be seek-ing a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Craig Mihalko MoCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sju 4/3/12 Owr file no. 51520011-ETZ EVHIBIT 4/3/12 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, Settlers 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 4/3/12 Our file no. 51520011 - FT7 T(Mar7.14.21.28)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 LISED FOR THAT PURPOSE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Richard Burnham Baldwin and Lulu Beth Baldwin to Mortgage Electronic Registra-tion Systems, Inc., dated September 16, 2004, recorded in Deed Book 314, Page 645, Teward County, Corecing, Decord, et al.

Towns County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 507, Page 155, Towns County, Georgia Records, con-veying the after-described property to secure a Note in the original principal amount of FIFTY-TWO THOUSAND AND 0/100 DOL-LARS (\$52,000.00), 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. Coursi, within the local hours of

in the Note and Security Deed. The debt re-maining in default, this sale will be made

any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY By virtue of the power of sale contained in a Security Deed from Ricky Arrowood to Mortgage Electronic Registration Systems Inc., (solely as nominee for Lender, as here-inafter defined, and Lender's successors and assigns): Transland Financial Services, Inc. dated April 3, 2003 recorded in Deed Book 269, Page 136-145, Towns County Records, and last assigned to JPMorgan Chase Bank, National Association s/b/m Chase Home Finance LLC, conveying the after-described promotive a Note after-described property to secure a Note in the original principal amount of SEV-ENTY-THREE THOUSAND FOUR HUNDRED THIRTY-FIVE AND 00/100 (\$73,435.00), 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, during the legal hours of sale on the first Tuesday, April 3, 2012 the following described property, to

All that tract or parcel of land lying and being in Land Lot 295, 18th District, 1st Section, Towns County, Georgia, contain-ing a total of 1.703 acres, more or less, and being shown as Tract One (1) containing .700 acres, more or less and Tract Two (2) containing 1.003 acres, more or less, on a plat of survey by Northstar Land Survey-ing, Inc., dated March 11, 2003, last revised March 23, 2003, and recorded in Plat Book 30, Page 69, Towns County Records, which description on said plat is incorporated herein by reference.

along the easement as shown on said plat The grantor grants to grantee a perpetual water right and right to run water lines to the spring which is close to the U.S. Forest line and lies West of the above described

records

rity Deed and by law, including attorneyis fees, notice of intent to collect attorneyis

ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

tenants, and said property was or is com-monly known as 1280 Bud Walt Road, Hia-wassee, GA 30546.

final confirmation and audit of the status of the loan with the holder of the security

JPMorgan Chase Bank, National Associa-tion s/b/m Chase Home Finance LLC As Attorney in Fact for Ricky Arrowood Martin & Brunavs 2800 North Druid Hills Rd. 2800 North Uruid Hills Kd. Building B, Suite 100 Atlanta, GA 30329 (404) 982-0088 M&B File No.: 11-11947 THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR, ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE USED FOR THAT PURPOSE. T(Mar7,14,21,28)B

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

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 COMPANY, AS TRUSTEE 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 April, 2012, TRACT OR PARCEL OF LASS IN ADDA. 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 DIAT OF SUBPEY County, Georgia within the legal hours of sale on the first Tuesday in April, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART DIVISION AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED 5/31/02 FILED AND RECORDED IN 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 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 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 ABOVE DESCRIBED PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO BUILDING SET BACK LINES AS SHOWN ON fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a SAID PLAT. SAID PLAI. THE PROPERTY IS CONVEYED SUBJECT TO THE DECLARATION OF RESTRICTIVE COVE-NANTS FOR WILLOW SPRINGS SUBDIVISION lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, 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 decurity Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with clared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purthe 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 Burnham Baldwin and Lulu Beth Baldwin or a tenant or tenante and said pose 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's fees having been given). The entity that has full authority to negotiate, amend, and Baldwin or a tenant or tenants and said property is more commonly known as 4767 Jones Gap Road, Hiawassee, Georgia 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, 30546. The sale will be conducted subject (1) to confirmation that the sale is not pro-hibited under the U.S. Bankruptcy Code or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party/parties in posand (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 lie on real estate and this law firm will not be seek-ing a personal money judgment against you. Wells Fargo Bank, NA. as Attorney in Fact for Richard Burnham Baldwin and Lulu Beth Baldwin McCalla Raymer, LLC 1544 Old Alabama, Band Bocwull Georgia 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 out-standing ad valorem taxes (including taxes which are a lien, but not yet due and pay-able), (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 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 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-KE2 as Attorney in Eart for 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(Mar7,14,21,28)B

## NOTICE OF SALE UNDER POWER STATE OF GEORGIA

**COUNTY OF TOWNS** By virtue of a Power of Sale contained in that certain Deed to Secure Debt from Carl R. Parsons to Bank of Hiawassee, now known as Citizens South Bank, dated March 27, 2009, filed April 7, 2009, recorded in Deed Book 452, page 436, modified April 16, 2010, filed April 27, 2010, recorded in Deed Book 473, page 221, Towns County, Georgia Records, (hereinafter the "Secu-rity Deed"), the Security Deed being given to secure a Note between Carl R. Parsons and lone Q. Parsons (borrower) and Bank of Hiawassee, now known as Citizens South Bank, (lender), in the original principal amount of Twenty-Nine Thousand, Two Hundred Twenty-Seven and 92/100 Dol-lars (\$29,227.92) (hereinafter "Note"), as modified/renewed from time to time, with interest thereon as provided therein, in-cluding the most recent note between Carl R. Parsons and Ione Q. Parsons (borrower) and The Bank of Hiawassee, a Division of Citizens South Bank (lender), dated April 16, 2010, in the original principal amount of Twenty-Eight Thousand, Eight Hundred Thirteen and 69/100 (\$28,813.69), such Security Deed and Note transferred and assigned to Citizens South Bank as evidenced by the Memorandum of Purchase and Assumption Agreement and Master Agree-ment dated March 19, 2010, filed Decem-ber 28, 2010, recorded in Deed Book 486, page 790, together with the Consent Order and Limited Power of Attorney recorded at Deed Book 481, page 97, and Deed Book 481, page 101, respectively, Towns County, Georgia records, 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 April, 2012, the following described property: All that tract or parcel of land lying and be-ing in Land Lot 23, 19th District, 1st Sec-

tion, Towns County, Georgia, containing 0.42 acres, more or less, as shown on a plat of survey by B. Gregory, County Surveyor, dated January 17, 1986, recorded in Plat Book 10, Page 36, Towns County, Georgia Records, which description is incorporated herein by reference and made art hereof.

Grantor herein conveys to grantee herein a right of ingress and egress to the above described property from the county road along the driveway as shown on said plat. To have and to hold the said bargained premises together with all improvements now situated or hereafter placed thereon, and all interest, right and equity which the party of the first part now or may hereafter have therein to the only proper use, benefit, and behoof of the said party of the second part, its successors, heirs and assigns for-ever, in fee simple. The debt secured by the Security Deed has been and is hereby declared due be-cause of, among other possible events of default follows to now the indebtdoese or

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 purposes of paying the same and all expenses of sale, as provided in the 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 (includ-ing taxes which are a lien on the property but not yet due and newshela any matters 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.

Deed. The individual at Citizens South Bank that has full authority to negotiate, amend, and/ or modify the terms of this Security Deed is Marty Harrell, 10 Highway 515, Blairsville, Georgia, 30514. Mr. Harrell's phone number

is (706) 781-3166. To the best knowledge and belief of the undersigned, the party in possession of the property is Carl R. Parsons, Ione Q. Parsons, or a tenant or tenants. Citizens South Bank, Successor in Inter-

est to Bank of Hiawassee, As Attorney in Fact for Carl R. Parsons Elizabeth A. Stuhldreher Law Offices of Elizabeth A. Stuhldreher 117 ½ Bradford Street, Suite 4 Gainesville, Georgia 30501 (770) 532-8244

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

## NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale

contained in a Security Deed given by Micah Lynn and Lawanda Lynn to Mort-gage Electronic Registration Systems Inc as nominee for Americas First Mortgage Lending Co. its successors and assigns, dated February 29, 2008, recorded in Deed Book 428, Page 348, Towns County, Geor-gia Records, as last transferred to JPMor-gan Chase Bank National Association by assignment recorded in Deed Book 502 assignment recorded in Deed Book 502, Page 831, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY THOUSAND AND 0/100 DOLLARS (\$250,000.00), 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 April, 2012, the following described property-All 2012, the following described property An that tract or parcel of land lying and be-ing in Land Lot 172, District 17, Section 1, Towns County, Georgia, containing 2.00 acres more or less, and being designated as Tract One (1) as shown on a plat of sur-vey for William Paul Banister by Northstar Surgeding Ing, W. Czew Korzdell, DLS 2709 Surveying, Inc., W. Gary Kendall, RLS 2788 dated 10/23/00 and revised 8/28/2001 as recorded in Plat Book 26, Page 265, Towns County, Georgia Records. Said plat is spe-cifically incorporated by reference for a complete and full description. The property is conveyed together with and subject to the right of way of Robinson Road as more fully shown on said plat. The right, if any, of The United States of America to redeem said land within 120 days from the date of the foreclosure sale held on April 3, 2012, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). The debt se-cured 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). JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure. 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 accu-rate 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. To the best knowledge and belief of the undersigned, the party in possession of the property is Micah Lynn and Lawanda Lynn or a tenant or tenants and said property is more commonly known as 5800 Robinson Road, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank National Association as Attor ney in Fact for Micah Lynn and Lawanda Lynn Johnson & Freedman, LLC 1587 North-east Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ cml1 4/3/12 Our file no. 1478211-FT20 T(Mar7,14,21,28)B

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

Pursuant to the Power of Sale contained in a Security Deed given by Jimmy L. Pearce Jr. to Mortgage Electronic Registration Systems, Inc. as nominee for American Mort-gage Network, Inc. dated 5/2/2006 and re-corded in Deed Book 371 Page 150, TOWNS County, Georgia records; as last transferred to OneWest Bank, FSB by Assignment filed for record in TOWNS County, Georgia reerty to secure a Note in the original princi-pal amount of \$ 157,600.00, with interest at paramount of \$157,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Court-house door of TOWNS County, Georgia, within the legal hours of sale on the first Tuesday in April, 2012 (April 03, 2012), the following described temporture ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN SECTION 1, DISTRICT

18, LAND LOTS 99& 100, TOWNS COUNTY, Georgia, Containing 1.160 Acres, More or Less, As shown on a plat of survey PREPARED BY LAND TECH SERVICES. INC. DATED APRIL 5. 2002, AS RECORDED IN PLAT BOOK 28, PAGE 113, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING IN-CORPORATED BY REFERENCE HEREIN. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENTS TO BLUE RIDGE MOUNTAIN EMC AS DECORDED IN DEED POOR 212. EMC AS RECORDED IN DEED BOOK 213, PAGE 312, AND DEED BOOK 231, PAGE 257, TOWNS COUNTY RECORDS. THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A TWENTY (20) FOOT INGRESS AND EGRESS UTILITY EASEMENT AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO THE DIRT ROAD AS SHOWN ON SAID PLAT. GRANTORS GRANT TO GRANTEES A NON-EXCLUSIVE PERPETUAL EASEMENT TO THE ABOVE DESCRIBED PROPERTY FROM ER-SKINE PARKS ROAD AS SHOWN ON SAID PLAT. 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 is commonly known as 195 Parks Road, Hiawassee, GA 30546 together with all fixtures and personal property at-tached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or par-ties) in possession of the subject property is (are): Jimmy L. Pearce, Jr. or tenant or 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) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Deed mist set out above. 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 scurity Deed. Pursuant to 0.C.G.A. Section 9-13-1721 which allows for certain procedures 172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. OneWest Bank, FSB as agent and Attorney in Fact for Jimmy L. Pearce, Jr. Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, At-lanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPORE 1206-058 BE USED FOR THAT PURPOSE. 1206-058 Г(Mar7,14,21,28)В

### NOTICE OF SALE UNDER POWER

**GEORGIA, TOWNS COUNTY** Because of default in the payment of the indebtedness, secured by a Security Deed executed by Kimberly A. Harbin and Nick O. Harbin to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc., its succes-sors and assigns dated December 31, 2007 in the amount of \$276,000.00, and recorded in Deed Book 424 , Page 591 ; re-recorded at Book 426, Page 200, Towns County, Geor-gia Records; as last transferred to Cenlar FSB by assignment; the undersigned, Cen-lar FSB pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and pay-able and pursuant to the power of sale con-tained in said deed, will on the first Tuesday in April, 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 234, 18th District, 1st Section, Towns County, Georgia, contain-ing 0.759 acres, and being shown as Lot Seven (7) of White Oak Retreat Subdivision on a plat of survey by LandTech Services, Inc., James L. Alexander, G.R.L.S. No. 2653, dated January 23, 2004, and recorded in Plat Book 36, Page 245, Towns County Records which description on said plat is incorporated herein by reference and made

a part hereof. Subject to an ingress/egress easement recorded in Deed Book 52, Page 342, Towns County, Georgia Records. Subject to a fifty-foot (50) road Right-of-

Way of White Oak Court and a fifty-foot (50) road Right-of-Way of White Oak Lane as shown on said plat.

Subject to a easement in favor of Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 107, Pages 29-30 and Deed Book 301, Pages 455-456 Towns County Records. The property is conveyed subject to the

declaration of restrictions, limitations and covenants as recorded in Deed Book 326, Pages 220-223 and as amended in Deed Book 395, Page 624 Towns County Re-cords cords

Subject to any easements, restrictions and Rights-of-Way of record or as shown on id plat.

which has the property address of 1276 White Oak Court, 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

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 Kimberly A. Harbin and Nick O. Harbin 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. Cenlar FSB

Attorney in Fact for

Kimberly A. Harbin and Nick O. Harbin McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com

Towns County Herald Publication Dates:03-08-2012, 03-15-2012,

Fubication Desistor 002/2012 (03-10-2012) File No. 11-19231 /FHLMC/mtucker 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(Mar7,14,21,28)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 Crystal Rogers and Michael J. Rogers to Mortgage Electronic Registration Systems, Inc., as nominee for Residential Finance Corp., its successors and assigns dated April 17, 2007 in the amount of \$187,000.00, and recorded in Deed Book 403, Page 406, Towns County, Georgia Re-cords; as last transferred to Aurora Bank FSB by assignment; the undersigned, Au-rora 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 April, 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: Situated in the city of Hiawassee, County of Towns, and State of Georgia, to-wit: All that tract or parcel of land lying and being in Section!, Land Lot 125, District 17, Towns County, Georgia, containint 2.181 acres, more or less, as shown on a plat by Northstar Land Surveying, Inc. W. Gary Kendall R.L.S. dated March 14, 2001 ord recorded in Plat Reak 26, Roga 124 and recorded in Plat Book 26, Page 134, Towns County, Georgia Records. said plat being incorporated herein by reference for

The granter grants to grantee a perpetual non-exclusive easement for ingress and egress to the above described property property.

Subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 245, pages 649, Towns County, Georgia

Together with that certain 2003 Giles Mo-bile Home; Model #1822, Serial Number GM4442 A & B.

The Debt secured by said Security Deed has been and is hereby declared due because of nonpayment of the indebtedness when due and in the manner provided in the Note and Security Deed. The debt remaining in default, the sale will be made for the purpose of paying the same and all expenses of sale, as provided in the Secufees having been given.

Said property will be sold subject to any outstanding ad valorem taxes, any as-sessments, liens, encumbrances, zoning

To the best knowledge and belief of the undersigned, the party in possession of the property Ricky Arrowood or, a tenant or

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to

deed.

NOTICE NOTICE Notice is hereby given that the business operated at 2831 Justus Road Hiawassee, GA. 30546, in the trade name of Ciggys 4 Less owned and carried on by Tobacco Town LLC, whose address is 2831 Justus Road Hiawassee, GA. 30546 and the state-ment relating there to required by O.C.G.A 10-1-490, has been filed with the clerk of the superior court of Towns County, Georgia. T(Mar14,21,28,Apr4)

#### NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY

Probate Court of Towns County RE: Petition of Christopher Allen Denton

for Discharge as Executor of the Estate of Odena Ferguson Denton, Deceased. To: Timothy Denton and all known and unknown interested parties and anyone else, and all and singular the heirs of said dece-dent, the beneficiaries under the will and to whom it may concern:

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before April 3, 2012. BE NOTIFIED FURTHER: All objections to the

petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing.

David Rogers, Probate Judge By: Bonnie Sue Dixon Probate Court Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467

#### **NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY**

Probate Court of Towns County RE: Petition of Susan B. Wood for Discharge

as Executor of the Estate of Sarah B. Lifsey, To: All known and unknown interested par-

ties and anyone else, and all and singular the heirs of said decedent, the beneficia-ries under the will and to whom it may concern:

This is to notify you to file objection, if there is any, to the above referenced petition, in

this Court on or before April 9, 2012. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon Probate Court Clerk

48 River Street, Suite C , GA 30546 Hiawassee, GA 706-896-3467 N(Mar21)B

#### NOTICE GEORGIA, TOWNS COUNTY PROBATE COURT

TO: All known and unknown interested par-

T0: All known and unknown interested par-ties and anyone else Jackie Barnes and Johny Barnes has pe-titioned to be appointed Administrator(s) of the estate of Mildred Nichols, deceased, of said County. (The petitioner has also ap-plied 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 grounds of any such objections, and must be filed with the court on or before April be filed with the court on or before April 9, 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 without a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon,

Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 Г(Mar7,14,21,28)В

### NOTICE GEORGIA, TOWNS COUNTY PROBATE COURT

TO: All known and unknown interested parties and anyone el Mary R. Polly and Wilma R. Cote has p titioned to be appointed Administrator(s) of the estate of Ray Terrence Rogers, de-ceased, of said County. (The petitioner has also applied for waiver of bond and/ or grant of certain powers contained in 0.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 writobjections, and must be filed with the court on or before April 9, 2012. All pleadings/ objections must be signed before a no-tary 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 anted without a hearing granted Without a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467

T(Mar7,14,21,28)B

**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. USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by An-geliki Zissi to JPMorgan Chase Bank, N.A., dated December 17, 2007, recorded in Deed Book 424, Page 181, Towns County, Geor-gia Records, conveying the after-described property to secure a Note in the original principal amount of THREE HUNDRED FIVE THOUSAND FIVE HUNDRED AND 0/100 DOL-LARS (\$305,500.00), 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 April, 2012, the following described twentstheil that there following described property.All that tract or parcel of land lying and being in Land Lot 78 of the 18th District, 1st Section, Towns County, Georgia, being Lot 8, Lak-escape Subdivision, as per plat recorded in Plat Book 32, Page 267, Towns County, Georgia Records, which recorded plat is incorporated herein by this reference and made a part of this description. Also con-vered is the acylosize right of use of Lakveyed is the exclusive right of use of Lak-escape Private Marina Boat Slip CC as per Assignment of Exclusive Use of Boat Slip in Lakescape Private Marina recorded in Deed Book 424, Page 201, Towns County, Geor-gia records. Also subject to the Declaration of Covenants, Conditions and Restrictions for Lakescape Private Marina recorded at Deed Book 341, Page 811, Towns County, Georgia records. Specifically: 2.03 Owner-ship of Boat Dock and Boat Slips. Owner-ship of the boat dock shall be transferred and converse by Declarant unto the Asand conveyed by Declarant unto the As-sociation. Notwithstanding the foregoing, Declarant shall retain the exclusive right of use of the individual boat slips created by the construction of the boat dock and the right to transfer and convey, for monetary consideration, the exclusive right of use of the specific boat slips to owners of lots within Lakescape Patio Homes. Declarant may consecutively number the boat slips and have them so marked and identified purposes of identifying the specific boat Lakescape Patio Home lot owner. No boat slip being transferred or conveyed to any Lakescape Patio Home lot owner. No boat slip shall be owned by any person, firm or entity, other than Declarant, that is not an owner of a lot within Lakescape Patio an owner of a lot within Lakescape Patio Homes. It is the intention hereof that the boat dock and the right of use to individual slips shall constitute private property and shall not be deemed available for public use or offered as property to be used by the general public, whether or not for con-sideration, by the respective boat dock and slip owners. Each slip shall for all purposes constitute property which shall be owned by each boat slip owner and which, subject the provisions of this Declaration, may be conveyed, transferred and encumbered by the Owner thereof but only to another Iot owner within Lakescape Patio Homes. Each boat slip owner shall be entitled to the exclusive ownership and possession of such Owner's boat slip, subject to the pro-visions of this Declaration. Each boat slip owner shall automatically become a member of the Association and shall remain a member thereof until such time as such Owner's ownership ceases for any reason, at which time such membership in the As-sociation shall automatically pass to such Owner's successor-in-interest to the boat slip. The right, if any, of The United States of America to redeem said land within 120 days from the date of the foreclosure sale held on April 3, 2012, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). The debt secured by said Security been 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 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 Security Deed and by law, including at-torney's fees (notice of intent to collect attorney's fees having been given). JPMor-gan Chase Bank, National Association can be controted at 900 446 0020 or burnviting be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Angeliki Zissi or a tenant or tenants and said property is more com-monly known as 597 Hiawassee Estates, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank National Association also known as JPMorgan Chase Bank, N.A. as Attorney in Fact for Angeliki Zissi Johnson & Freedman, LLC 1587 Northeast Express-

### NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by Tim C. Dover and Apryl Brooke Dover to Bank of Hiawassee, being dated August 7, 2009, recorded in Deed Book 461, Pages 321-325, Towns County Georgia records, last assigned to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records, said Deed to Secure Debt being given to secure a note from Tim C. Dover and Apryl Brooke Dover to Bank of Hiawassee dated August 7, 2009, in the original principal amount of \$30,184.95, with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-Georgia, within the legal hours of sale on the first Tuesday in April, 2012, the follow-

ing described property: "All that tract or parcel of land lying and being in Land Lot 98 & 99, 18th District, 1st Section of Towns County, Georgia, contain-ing 1.245 acres, more or less, as shown on a plat of survey by Northstar Surveying & Mapping, Inc., W. Gary Kendall, R L S # 2788, dated March 21, 2006 and filed and recorded in Plat Book 35 Page 295 Towns County, Georgia records which plat is County, Georgia records, which plat is hereby referred to and made a part of this description.

Subject to all matters and conditions as shown on above referenced plat of survey. Also conveyed herewith is a perpetual nonexclusive easement for ingress, egress and utilities over and across the gravel road to reach Hall Creek Road from said parcel of land as shown on above referenced plat of

Said property is located at 7002 Dover

Circle, Hiawassee, GA 30546." The debt secured by said Deed to Secure Debt, 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 Deed to Secure Debt. 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 Deed to Secure Debt, and by law, in-cluding attorneys fees (notice of intent to collect attorneys fees having been given). Said property will be sold subject to any outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances easements restrictions cove nants, and matters of record superior to the Deed to Secure Debt, first set out above. The individual or entity that has full au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Citizens South Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. 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 or parties in pos-session of the property is Tim C. Dover and Apryl Brooke Dover, or a tenant or tenants. Any person who occupies the property pur-suant to a bona fine lease or tenancy may have additional rights pursuant to the fed-eral Protecting Tenants at Foreclosure Act of 2009.

being incorporated inertial by reference to a more complete description. which has the property address of 2138 Barrett 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 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 Crystal Rogers and Michael J. Rogers 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. Aurora Bank FSB

Attorney in Fact for Crystal Rogers and Michael J. Rogers

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

www.mccurdycandler.com

Towns County Herald Publication Dates:03-08-2012, 03-15-2012, 03-22-2012, 03-29-2012

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(Mar7,14,21,28)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-

Registration Systems, Inc., dated January 12, 2007, recorded in Deed Book 394, Page 550, Towns County, Georgia Records, as last 550, Towns County, Georgia Records, as last transferred to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servic-ing, LP by assignment recorded in Deed Book 466, Page 199, Towns County, Geor-gia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND 0/100 DDL-LARS (\$112,500.00), with interest thereon as set forth therein, there will be sold at 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 April, 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 matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encum-brances, 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 of the loan with the holder 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. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP as Countrywide Home Loans Servicing, LP as Attorney in Fact for Richard L. Ditmore McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/dlc1 4/3/12 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 described as Tract 2 as shown on a plat survey for Rich-Tract 2 as shown on a plat survey for Rich-ard 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 Hia-wassee, GA 30546 MR/dlc1 4/3/12 Our file no. 51405111 - FT11 T(Mar7,14,21,28)B

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 Mortgage Electronic

1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sju 4/3/12 Our file no. 587912-FT7 EXHIBIT "A" All that tract or parcel of land lying and be-ing in Land Lot 263, 18th District, 1st Sec-tion Towns County, Georgia, being shown as Lot Six (6) of Block A, Section III, Phase 1 of Bald Mountain Park on a plat of sur-vey by Russell L. Shreeve, Jr., R.S. #2157, datad Santember 22, 1088, recorded in Plat dated September 22, 1988, recorded in Plat Book 11, page 147, Towns County Records which description on said plat is incorporated herein by reference and made a part hereof. Subject to existing highway and utility rights of way. MR/sju 4/3/12 Our file no. 587912 - FT7

# Г(Mar7,14,21,28)В

v.jflegal.com MSP/cml1 4/3/12 Our file no. 1244511-FT20 T(Mar7,14,21,28)B

329 (770)

Atlanta Geor

Citizens South Bank as attorney in fact for Tim C. Dover and Apryl Brooke Dover. Bruce L. Ferguson Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED

WILL BE USED FOR THAT PURPOSE. T(Mar7,14,21,28)I