Towns County Herald

Legal Notices for March 28, 2012

NOTICE TO DEBTORS AND CREDITORS All creditors of the Estate of Vaughn F. McConnell, 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 22nd day of March, 2012. Phyllis Townsend Personal Representative PO Box 2086 Blairsville, GA 30514

706-781-8400

NOTICE OF INTENT TO INCORPORATE Notice is given that Articles of Organization which will organize A&G Business Services, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the Corporation is 101 S. Main Street, Suite 8, Drawer 311, Hiawassee, GA 30546 and its registered

agent at such address is Steve Green. Steve Green, Registered Agent 101 S. Main Street, Suite 8, Drawer 311 Hiawassee, GA 30546

PROBATE COURT OF TOWNS COUNTY
RE: Petition of Sally Curtis Askew to Probate in Solemn Form the Will of Richard Eugene Fields, Deceased, order for service was granted by this Court on 3/21/2012. TO: Brad Worley, Richard Fields and all interested parties and all and singular the

heirs of said decedent, and to whom it may

This is to notify you to file objection, if there is any, to the above referenced petition in this Court on or before May 7, 2012. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or 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

Miles Cejka, Deceased, upon der for service was granted by this Court on 3/12/2012. TO: Daniel Michelle Cejka 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

PROBATE COURT OF TOWNS COUNTY
RE: Petition of Matthew Daniel Cejka to

Probate in Solemn Form the Will of Daniel

petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before 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 bearing will be scheduled at a later date if or mining rees. It any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
David Rogers, Probate Judge
By: Bonnie Sue Dixon, Probate/Deputy Clerk

48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 T(Mar14,21,28,Apr4)B

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 statement 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, Geor-**NOTICE OF SERVICE OF PROCESS** BY PUBLICATION STATE OF NORTH CAROLINA

COUNTY OF CLAY IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION FOR THE ADOPTION OF: Kyla Madison Cone BY: Jonathan David Bauer, Petitioner TO: Jessie Ivan Cone, Respondent TAKE NOTICE that a Petition for Adoption was filed by Jonathan David Bauer on the 2nd Day of March 2012, with the Clerk of Superior Court for Clay County, Hayesville, Superior Court for Clay County, nayesvine, NC 28904 in the above entitled special

TAKE NOTICE that you are required to make defense to such pleading no later than forty (40) days after the date of the first publica tion of this notice, exclusive of such date.

Upon your failure to do so, the Petitioners will apply to the Court for relief sought in the Petition. Any parental rights that you may have will be terminated upon the entry of the decree of adoption. This the 22nd day of March, 2012 Jonathan David Bauer, Petitioner 771 Carter Cove Road Hayesville, Nc 28904 T(Mar28,Apr4,11,18)P IN THE SUPERIOR COURT OF TOWNS COUNTY

proceeding. The Petition relates to a fe-male child born on 30th day of April, 2008 in Blairsville, Georgia. The birth mother's

name is Ashlee Bauer.

STATE OF GEORGIA United Community Bank, Plaintiff Fannin Properties LLC, Jeffrey V. Curtis, Da-vid M. Neal, Lawerence R. Gross, Tim Wed-emyer and Howard W. Guthrie, Defendants

Civil Action File No. 11-CV-304-MM TO: David M. Neal Notice of Service by Publication By Order for Service by Publication dated the 19th day of December, 2011, you are hereby notified that on the 4th day of Oc-

tober, 2011, Plaintiff United Community Bank ("Plaintiff") filed suit against you for amounts due under a Promissory Note and corresponding Commercial Guaranties You are required to file with the Clerk of the Superior Court, and to serve upon Plaintiff's attorney, Paul G. Durdaller, Esq., at Taylor English Duma LLP, 1600 Parkwood Circle, Suite 400, Atlanta, GA 30339, an Answer in writing within sixty (60) days from the date of the order for service by publication. Witness, the Honorable Murphy C. Miller, Judge of this Superior Court This is 19th day of December, 201 Clerk of Superior Court, Cecil Dye

NOTICE GEORGIA, TOWNS COUNTY PROBATE COURT TO: All known and unknown interested par-

ties and anyone else Opal Carnes has petitioned to be appointed Administrator(s) of the estate of Mildred Nichols, 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 writ-ing, setting forth the grounds of any such objections, and must be filed with the court on or before April 30, 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 on iming lees. I any objections are ined, 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 Biver Street Suite C 48 River Street, Suite C Hiawassee, G/ 706-896-3467 GEORGIA, TOWNS COUNTY PROBATE COURT

TO: All known and unknown interested par-

TO: All known and unknown interested parties and anyone else Jackie Barnes and Johny Barnes has petitioned to be appointed Administrator(s) of the estate of Mildred Nichols, 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 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 pe miled with one court on or before April 9, 2012. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filling 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

Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467

By: Bonnie Sue Dixon,

GEORGIA. TOWNS COUNTY PROBATÉ COURT

TO: All known and unknown interested par-Mary R. Polly and Wilma R. Cote has petitioned 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 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 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

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 Craig Mihalko to Mortgage Electronic Registration 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 affer-described 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 de-clared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). 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 inspec-tion 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 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 proportions amend or required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. 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 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 Craig Mihalko McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 mymy foreclosureholding net MB/ciu. 30076 www.foreclosurehotline.net MR/sju 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-

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

NOTICE OF SALE UNDER POWER

back area shown as a broken line on the above referenced plat of survey. MR/sju 4/3/12 Our file no. 51520011 - FT7

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 Registraballowill to Wortgage Electronic negistra-tion Systems, Inc., dated September 16, 2004, recorded in Deed Book 314, Page 645, Towns County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by as-signment recorded in Deed Book 507, Page 155, Towns County, Georgia Records, conveying the after-described property to se-cure 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, 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 mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. The entity that has full authority to negotiate, amend,

and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Richard Burnham Baldwin and Lulu Beth Baldwin or a tenant or tenants and said property is more commonly known as 4767 Jones Can Road Hiswasses Cappria 4767 Jones Gap Road, 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. Wells Fargo Bank, N.A. as Attorney in Fact for Richard Burnham Baldwin and Lulu Beth Baldwin McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 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 Secing in Lant De 205, roth District, 13 Section Towns County, Georgia, being shown as Lot Six (6) of Block A, Section III, Phase 1 of Bald Mountain Park on a plat of survey by Russell L. Shreeve, Jr., R.S. #2157, dated September 22, 1988, recorded in Plat Book 11, page 147, Towns County Records which description on each plat is incorposition. which description on said plat is incorpo-rated 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

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

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 Registration Systems, Inc., dated January 12, 2007, recorded in Deed Book 394, Page 550, Towns County, Georgia Records, as last transferred to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 466, Page 199, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND 0/100 DOI -LARS (\$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 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 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 (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAD-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured conditions and source to survival by law to accept the secured conditions. 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 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 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 Lut 52 of Towns County, Georgia, containing 1,622 County, Georgia, containing 0.622 acres, and being more particularly described 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 Creet Spur and Chipmonk Lane portions of Crest Spur and Chipmonk Lane, portions of which are shown on said plat of survey. Property Address: 1515 Hillcrest Spur Hiawassee, GA 30546 MR/dlc1 4/3/12 Our file no. 51405111 - FT11 T(Mar7,14,21,28)B

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 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, containing 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 Surveying, Inc., dated March 11, 2003, last revised March 23, 2003, and recorded in Plat Book 30, Page 69, Towns County Records, which describition on said nlat is incorporated. description on said plat is incorporated herein by reference. The grantor grants to grantee a perpetual non-exclusive easement for ingress and egress to the above described property 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 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 rethe Note and Security Deed. The debt re-maining in default, the sale will be made for the purpose of paying the same and all expenses of sale, as provided in the Secu-rity Deed and by law, including attorneyis s, notice of intent to collect attorneyis fees having been given.
Said property will be sold subject to any outstanding ad valorem taxes, any assessments, liens, 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 Ricky Arrowood or, a tenant or tenants, and said property was or is commonly known as 1280 Bud Walt Road, Hiawassee, GA 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 JPMorgan Chase Bank, National Association s/b/m Chase Home Finance LLC As Attorney in Fact for Ricky Arrowood

2800 North Druid Hills Rd. Building B, Suite 100 Atlanta, GA 30329 (404) 982-0088 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

Martin & Brunavs

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 19/20/2006 as Royk No. 385 and Page No. 90/29/2006 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-HEZ, by assignment, conveying the after described property to secure ing 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 April, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BE-IRACT OR PARICEL 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. BY REFERENCE HEREIU.
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

THE DECLARATION OF RESTRICTIVE COVE-NANTS FOR WILLOW SPRINGS SUBDIVISION AS RECORDED IN DEED BOOK 250 PAGES 132-133; RE-RECORDED IN DEED BOOK 253, PAGES 135-137, TOWNS COUNTY, GEORGIA RECORDS. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other 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. 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 Se-cure Debt and by law, including attorney's fees (notice of intent to collect attorney's

THE PROPERTY IS CONVEYED SUBJECT TO

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 out-standing ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be dis-closed 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 lim-ited 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 cer-tain 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 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 COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR

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

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 princi-pal amount of Twenty-Nine Thousand, Two Hundred Twenty-Seven and 92/100 Dollars (\$29,227.92) (hereinafter "Note"), as modified/renewed from time to time, with interest thereon as provided therein, including 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 as-signed to Citizens South Bank as evidenced by the Memorandum of Purchase and As-sumption Agreement and Master Agree-ment dated March 19, 2010, filed December 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 be-fore the courthouse door of Towns County, 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 be-

All that tract or parcel of land lying and being in Land Lot 23, 19th District, 1st Section, 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
a part hereof. a part 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 forever, in fee simple. The debt secured by the 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 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 (including taxes which are a lien on the property but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property any survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

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 Interest to Bank of Hiawassee,

The individual at Citizens South Bank that

As Attorney in Fact for Carl R. Parsons 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.

THIS LAW FIRM IS ACTING AS A DEBT COL-

LECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE

NOTICE OF SALE UNDER POWER

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Angeliki Zissi to JPMorgan Chase Bank, N.A., dated December 17, 2007, recorded in Deed Book 424, Page 181, Towns County, Georgia 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 sale on the first luesday in April, 2012, the 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, Lakescape 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 conveyed is the exclusive right of use of Lakescape 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, Georgia 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. Ownership of the boat dock shall be transferred and 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 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 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 consideration by the respective heart dock and 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 to the provisions of this Declaration, may be conveyed, transferred and encumbered by the Owner thereof but only to another lot 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 mem-ber 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 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 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 Security Deed and by law, including at-torney's fees (notice of intent 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 foreclo-sure. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. 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-

way Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/cml1 4/3/12 Our file

no. 1244511-FT20

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.

ANY INFORMATION OBTAINED WILL BE

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

contained in a Security Deed given by 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, Georgia Records, as last transferred to JPMorgan Chase Bank National Association by assignment recorded in Deed Book 502 assignment recorded in Deed Book 302, 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 being 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 survey for William Paul Banister by Northstar Streeting Land M. Care Mondell, BLS 2739 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 Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the came and all expenses of this paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association 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 accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. 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. JPMorgai Chase Bank National Association as Attor hey in Fact for Micah Lynn and Lawanda Lynn Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/cml1 4/3/12 Our file no. 1478211-FT20

a Security Deed given by Jimmy L. Pearce Jr. to Mortgage Electronic Registration Sys-

NOTICE OF SALE UNDER POWER, TOWNS

Pursuant to the Power of Sale contained in

tems, 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 records, conveying the after-described property to secure a Note in the original principal amount of \$ 157,600.00, 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 reporter. following described property: 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. PREPARED BY LAND IECH SERVICES, INC., DATED APRIL 5. 2002, AS RECORDED IN PLAT BOOK 28, PAGE 113, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN.
THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENTS TO BLUE RIDGE MOUNTAIN RECORDED IN DEED BOOK 213. 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 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 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 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 INST SET OUT BOOVE.
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 9-13-1721 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, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION 0BTAINED WILL BE INSEN EOR THAT DIRPOSE 1206-058 BE USED FOR THAT PURPOSE. 1206-058 **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 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 being in Land Lot 98 & 99, 18th District, 1st

Section of Towns County, Georgia, containing 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 hereby referred to and made a part of this 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 authority 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 possession of the property is Tim C. Dover and Apryl Brooke Dover, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine lease or tenancy may

have additional rights pursuant to the fed-eral Protecting Tenants at Foreclosure Act 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 (706)-896-9699
THIS LAW FIRM IS ATTEMPTING TO COL-LECT 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 Kimberly A. Harbin and Nick O. Harbin to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc., its successors 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, Cenlar 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 Records

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

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

of the loan with the holder of the security

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, 703-22-2012, 03-29-2012
File No. 11-19231 /FHLMC/mtucker
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.