Towns County Herald

Legal Notices for October 21, 2015

NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Edgar Lawton Wofford All creditors of the estate of Edgar Lawton Wofford, deceased, late of Towns County, Hia-wassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This 26th day of September, 2015. John Lawton Wofford PO Box 1307 Demorest, GA 30535 Teo 2006 defendence

706-768-0246

NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Sylvia Lois Hunley All creditors of the estate of Sylvia Lois Hunley, deceased, late of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are routied to marke immediate neuronate to the required to make immediate payment to the

required to make immediate pay undersigned. This 21st day of September, 2015. J. Domenic Grace, II 60B Eastbreck Bend Peachtree City, GA 38267 770-487-3707 ct21,28,Nov4,11)B

IN THE PROBATE COURT County of towns State of georgia In RE: Estate of

THOMAS LEE NELSON. DECEASED ESTATE NO. 2015-71

NOTICE AN ORDER FOR SERVICE WAS GRANTED BY THIS COURT ON September 24, 2015, REQUIR-ING THE FOLLOWING: [For use if an heir is re-

INIS OUTH OF OLLOWING: [For use if an heir is re-quired to be served by publication. T0: Thomas Lee Nelson, Jr. [List here all heirs having unknown addresses to be served by publication] This is to notify you to file objection, if there is any, to the Petition to Probate Will in Sol-emm Form, in this Court on or before October 26, 2015. BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Con-tact probate court personnel for the required amount of filing fees. If any objections are

tact probate court personnel for the réquired 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 Judge of the Probate Court By: Kerry L. Berrong Clerk/Deputy Clerk of the Probate Court 48 River St., Suite C Hiawassee, GA 30546 Address Address 706-896-3467 Telephone Number

NOTICE OF INCORPORATION

T(Sept30,0ct7,14,21)B

Notice is given that Articles of Incorporation which incorporate The Highlands at Hightower Ridge POA, Inc., have been delivered to the Secretary of Cs., have been derivered to the Secretary of State for filing in accordance with the Georgia Nonprofit Corporation Code. The initial registered office of the corporation will be located at 430 N. Main Street, Hiawassee, Georgia 30546, and its initial registered agent of the part of the content of the conten at such address is Aric Drott. Lawrence S. Sorgen Attorney at Law/Incorporator P.O. Box 67

Hiawassee, G A 30546 706-896-4113 T(Oct14,21)B

IN THE PROBATE COURT IN THE FROM THE CONT COUNTY OF TOWNS STATE OF GEORGIA IN RE: ESTATE OF NANCY RUTH HILL, DECEASED

ESTATE NO. 2015-73 PETITION FOR LETTERS OF ADMINISTRATION

NOTICE NOTICE TO: All known and unknown interested parties Timothy S. Hill has petitioned to be appointed Administrator of the estate of Nancy Ruth Hill deceased, 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 noti-fied to show cause why said petition should not be granted. All objections to the petition must be in writion. setting for the grounder 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 November 2, 2015. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered court cierk, and ming tees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact pro-bate 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 Judge of the Probate Court

NOTICE TO: Jimmy Garrett via Sheriff's Service at 346 Gnatty Road, Hayesville, NC 28904 TO: Lisa Loftis via Sheriff's Service at 346 Gnatty Road, Hayesville, NC 28904 TAKE NOTICE that: The right to redeem the following property, to whit:

NOTICE

whit: ALL THAT TRACT or parcel of land lying and ALL THAT THACT OF parcer or failed ying and being in all and only that parcel of land des-ignated as Tax Parcel 2-14 in Towns County, Georgia, Land Lot 36, 17th District, 1st Section, containing 1.00 acre, more or less, described in Deed Book UI, Page 64, Towns County Records

will expire and forever barred on the 31st day

of December 2015. The tax deed to which this notice relates is dated the 4th day of September, 2012, and is recorded in the office of the Clerk of the Superior Court of Towns County, Georgia in Deed

perior court or lowns county, deorgia in Deed Book 523, Page 4. The property may be redeemed at any time before the 31st day of December, 2015, by pay-ment of the redemption price as fixed and pro-vided by law to the undersigned at the address of his attorney:

of his attorney: Please be governed accordingly Michael H. Cummings II Attorney for Roger Ledford: Michael H. Cummings II Attornoy of Low Attorney at Law PO Box 1568 Clayton, GA 30525 706-782-9297 - Office 706-782-0866 - Facsimile T(Oct21,28,Nov4,11)P

APPLICATION TO REGISTER A BUSINESS

AFFLICATION TO REDISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME STATE OF GEORGIA, COUNTY OF TOWNS The undersigned hereby certifies that it is conducting a business at One AT&T Way, Bed-minster, NJ 07921-0752, under the name: AT&T Business Columna and thet the thread the with Business Solutions and that the type of busi business Solutions and that the type of busi-ness to be conducted is communications ser-vices, and that said business is composed of the following company: AT&T Corp., One AT&T Way, Bedminster, NJ 07921-0752. This affidavit is made in accordance with the Official Code of Georgia Annotated, Title 10, Chapter 1, Sec-tice 400. tion 490.

NOTICE

Majestic Mountain Getaways, Inc., a Georgia Corporation, whose address is P. O. Box 22, Blairsville, Georgia 30514, gives notice that it may operate under the following trade name: MAJESTIC MOUNTAIN PROPERTIES; and the na-ture of said business is: real estate services. T(0ct14,21)B

NOTICE

NUIGE (For Discharge from Office and all Liability) PROBATE COURT OF TOWNS COUNTY RE: PETITION OF LARRY HEDDEN FOR DIS-CHARGE AS ADMINISTRATOR OF THE ESTATE OF DOUGLAS HEDDEN, DECEASED. **TO: All Interested Parties**

TO: All Interested Parties 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 November 2, 2015. BE NOTIFIED FURTHER: All objections to the be worthing before a notation of the second second

objections, unless you qualify to file as an in-digent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objec-tions are filed, a hearing will be scheduled at a later date. If no objections are filed, the peti-tion may be granted without a hearing. David Rogers PROBATE JUDGE Pur Keny L. Devene

By: Kerry L. Berrong PROBATE CLERK/DEPUTY CLERK 48 River St. Suite C Hiawassee, GA 30546 ADDRESS 706-896-3467 TELEPHONE NUMBER

NOTICE OF SALE UNDER POWER, TOWNS COUNTY Pursuant to the Power of Sale contained in a

Security Deed given by Christina C Brown and Michael E Brown to Mortgage Electronic Reg-istration Systems, Inc. as nominee for Quicken Loans Inc. dated 2/2/2007 and recorded in Deed Book 396 Page 3, Towns County, Georgia Deed Book 396 Page 3, Towns County, Georgia records; as last transferred to or acquired by Deutsche Bank National Trust Company, as Trustee for GSR Mortgage Loan Trust 2007-OA1, Mortgage Pass-Through Certificates, Se-ries 2007-OA1, conveying the after-described property to secure a Note in the original prin-cipal amount of \$ 252,000.00, with interest at the rate specified therein, three will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on November 03, 2015 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property:

All that tract or parcel of land lying and be-ing in Land Lot 294, 18th District, 1st Section, Towns County, Georgia, containing 0.970 acres and being shown as Lot 2, Revised of Spaniard Hills Subdivision on a plat of survey done by Northstar Surveying & Mapping, Inc., dated 12/31/06 and filed and recorded at Plat Book 36, Page 251, Towns County, Georgia records, which plat is incorporated herein by reference hereto. Subject to all matters and Conditions as shown

Subject to all matters and Conditions as shown on above referenced plat of survey and the plat of survey recorded at Plat Book 35, Pages 144-145, Towns County, Georgia records. Subject to the easement to Blue Ridge Moun-tain Electric as recorded in Deed Book 79, Page 644, Towns County, Georgia records. Subject to those certain Covenants and Re-strictions for Spaniard Hills Subdivision re-corded in Deed Book 354, Pages 424-425, Towns County, Georgia records.

Subject to the eighty-foot (80') road right of way of Owl Creek 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 Secuto pay the indepleteness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-

torney's fees (notice of intent to collect attor-ney's fees having been given). Said property is commonly known as 1202 Spaniard Branch , Hiawassee, GA 30546 to-gether with all fixtures and personal prop-erty attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Spaniard Mission Trust, M. Casino, as Trustee, a Land Trust or tenant or tenants. Ocwen Loan Servicing, LLC is the entity or indi-vidual designated who shall have full authority to neotiate, amend and modify all terms of

to negotiate, amend and modify all terms of

Ocwen Loan Servicing, LLC Foreclosure Loss Mitigation 1661 Worthington Road

Suite 100 West Palm Beach. FL 33409

West Paim Beach, FL 33409 1-877-596-8880 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any

sau property win be sold studied: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that consti-tute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of re-domition of any taying subboth (c) any mot demption of any taxing authority, (c) are light or re-demption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed first est out above first set out above.

The sale will be conducted subject to (1) con-The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confir-mation 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 non-judicial sales in the State of Georgia, the Deed Under Power and other fore-closure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

Trustee for GSR Mortgage Loan Trust 2007-OA1, Mortgage Pass-Through Certificates, Series 2007-OA1 as agent and Attorney in Fact for Christina C Brown and Michael E Brown Aldridee Bit J D (foreact, Income or Addition Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Piedmont Center, 3575 Pied-mont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.

1017-60589A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1017-660589A

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Pursuant to the Power of Sale contained in a Security Deed given by Gregory S. Wittenberg to Mortgage Electronic Registration Systems, Inc. as a nominee for PRIMARY CAPITAL AD-VISORS, LC dated 4/24/2014 and recorded in Deed Book 549 Page 423, Towns County, Geor-gia records; as last transferred to or acquired by PRIMARY CAPITAL MORTGAGE LLC, con-veying the after-described promety to secure by PRIMARY CAPITAL MORTGAGE LLC, con-veying the after-described property to secure a Note in the original principal amount of \$ 138,446.00, 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 Courthouse door of Towns County, Georgia, within the legal hours of sale on No-vember 03, 2015 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property: All that tract or parcel of land lying and being in the 19th Diatriet de Coerion.

All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 79, Towns County, Georgia, containing 1.24 acres, as shown on plat of survey by H. Gregory, County Surveyor, dated September 29, 1978 and recorded in Plat Book 6, Page 86, Towns County Records, as described a follows: BEGINNING at an iron pin on the west right of way of Tater Ridge Road, being 1256 feet south from the junction of U.S. Highway and Tater Ridge Road, run thence N 87 W 274 feet to an iron pin; thence S 2 W 200 feet to an iron pin; thence S 87 E 269 feet to an iron pin; thence N 0 00 E 200 feet to the point of beginning. The thence \$ 87 E 269 feet to an iron pin; thence N 0 00 E 200 feet to the point of beginning. The above described land being Lots 2 and 3 of the E. H. Nichols Subdivision as originally plat-ted by C. E. Fraley, R.S., dated August 2, 1964 which plat is recorded in Plat Book 1, Page 111, Towns County Records, to which refer-ence is hereby made for a more complete and accurate legal description. Map Parcel No. HOOI 023 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

among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-temptify four factors of intent to collect after

in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property is commonly known as 703 Tater Ridge Dr, Hiawassee, GA 30546 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in posses-sion of the subject property is (are): Gregory S. Wittenberg or tenant or tenants. PRIMARY CAPITAL MORTGAGE LLC is the entity or individual designated who shall have full

PRIMARY CAPITAL MUNITAGE LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage. PRIMARY CAPITAL MORTGAGE LLC Loss Mitigation Department 1 Corporate Center Drive, Suite 360 Lake Zurich, IL 60047 1.966-307-570

Lake Zurich, IL 60047 1-866-397-5370 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. 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) unpaid water or sewage bills that consti-tute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of re-demption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. first set out above.

first set out above. The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confir-mation and audit of the status of the loan with the holder of the Security Deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for contain examine the security of certain procedures regarding the rescission of judicial and non-judicial sales in the State of Judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other fore-closure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. PRIMARY CAPITAL MORTGAGE LLC as agent

PRIMARY CAPITAL MUNICAUE LLC as agent and Attorney in Fact for Gregory S. Wittenberg Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Piedmont Center, 3575 Pied-mont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1072-3798Á

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1072-3798A T/Oct7 1/ 21 28\B

STATE OF GEORGIA TOWNS COUNTY NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER By virtue of the power of sale contained in that certain Deed to Secure Debt from ROBERT A. WINN to HERBERT W. ALLEN, individually and Herbert W. Allen, as Executor of the Estate of VONNELL ALLEN, dated April 28, 2006, filed for record May 2, 2006, and recorded in Deed Book 370, Pages 350-352 Towns County, Georgia Re-cords, said Deed to Secure Debt having been given to secure a Note dated April 28, 2006 in the original principal sum of Four Hundred Thousand Dollars (\$400,000.00), with interest from date at the rate stated in said Note on the unpaid balance until paid, there will be sold by trom date at the rate stated in said Note on the unpaid balance until paid, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in November, 2015, the following described expendence and the following the solution. the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING

ALL THAT TRACT OR PARCEL OF LAND LTING AND BEING IN LAND LOT 52, DISTRICT 17, SEC-TION 1, TOWNS COUNTY, GEORGIA AND BEING TRACT ONE (1) CONSISTING OF 0.832 ACRES, MORE OR LESS, TRACT TWO (2) CONSISTING OF 1.561 ACRES, MORE OR LESS, AND TRACT OF 1.561 ACHES, MORE OF LESS, AND TRACT THREE (3) CONSISTING OF 0.019 ACRES, MORE OR LESS, AS MORE FULLY SHOWN ON A PLAT OF SURVEY ENTITLED "HERBERT W. ALLEN," PREPARED BY LANDTECH SERVICES, INC., REGISTERED SURVEYOR DATED 3/20/2006 AND RECORDED IN PLAT BOOK 36, PAGE 11 TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT IS IN-CORPORATED HERBIN BY DEFERENCE FOR A

COUNT, GEURGIA RECORDS. SAID FLAT IS IN-CORPORATED HEREIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF THE PROPERTY. THE ABOVE REFERENCED PROPERTY IS CON-VEYED TOGETHER WITH AND SUBJECT TO THE RIGHT OF WAY OF U.S. HWY 76/S.R. NO.2 AS MORE FULLY SHOWN ON SAID PLAT.

MORE FULLY SHOWN ON SAID PLAT. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments of 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. Said property will be sold subject to any out-standing 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 prop-erty, any assessments, liens, easements, en-cumbrances, zoning ordinances, restrictions,

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

the Security Deed first set out above. To the best knowledge and belief of the under-signed, the party in possession of the property is ROBERT A. WINN or a tenant or tenants. HERBERT W. ALLEN, individually and HERBERT W. ALLEN, as Executor of the Estate of VON-NELL ALLEN AS Attorney in Fact for ROBERT A WINN A. WINN.

A. WINN. Pamela Kendall Floyd Pamela Kendall Floyd, P.C. Street Address: 375 N. Main Street Mailng Address: Post Office Box 1114 Hiawassee, Georgia 30546 706-896-7070 T(0ct7,14,21,28)B

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA

COUNTY OF TOWNS

COUNTY OF TOWNS Under and by virtue of the power of sale con-tained in that certain Home Equity Line Deed to Secure Debt from Carolyn J. Tyson ("Grantor"), in favor of Cadence Bank, N.A. ("Lender"), dated February 15, 2007 and recorded in Deed In rayor of calence bank, N.A. ("Lender"), dated February 15, 2007 and recorded in Deed Book 401, page 17 in the offices of the Clerk of the Superior Court of Towns County, Geor-gia (as modified and/or amended from time to time, the "Deed to Secure Debt"), the un-dersigned will sell at public outcry before the door of the Courthouse of Towns County, Geor-gia during the legal hours of sale on the first Tuesday in November, 2015 to the highest and best bidder for cash the following described property (the "Premises"), to wit: All that tract or parcel of land lying and be-ing in Land Lot 73, 18th District, 1st Section, Towns County, Georgia, containing a total of 0.838 acres and shown as Tract One (1) con-taining 0.811 acres and being Lot Six (6) of the Ernest H. Dowdy Subdivision, and Tract Two (2) containing 0.027 acre and being a part of Lot Seven (7) of the Ernest N. Dowdy Subdivision, as shown on a plat of survey by Tamrok As-

Seven (7) of the Emest N. Dowdy Subdivision, as shown on a plat of survey by Tamrok As-sociates, Inc., dated 9/20/95 and recorded in Plat Book 20, Page 254 Towns County records, which description on said by is incorporated herein by reference. Subject to any easements, restrictions and

herein by reference. Subject to any easements, restrictions and rights-of-way of record, if any. Together with all present and future improve-ments and fixtures; all tangible personal prop-erty, including, without limitation, all machin-ery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connec-tion with the real property, whether or not af-fixed to the land; all privileges, hereditaments, and appurtenances associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from this property to other real prop-erty, all leases, licenses and other agreements pertaining to the real property, end the real prop-erty, property rights, contract rights, equip-ment and claims (all of which are collectively) referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE. The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Enuity

use, benefit and behoof of the Grantee, forever, in FEE SIMPLE. The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity Line of Credit Agreement dated February 15, 2007 from Grantor to Cadence Bank, N.A. in the original principal amount of \$95,000.00 (as modified, amended, restated, or replaced from time to time, the "Note"), plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and Security Deed. By reason of ther security Deed and the failure to comply with the sen acceler-ated and the failure to comply with the indebted

Deed. By reason of this default, the indebted-ness evidenced by the Note has been acceler-ated and the Security Deed has been acceler-foreclosable according to its terms. 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 attorneys' fees, notice of intent to collect attorneys' fees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Revenue Service, if any, any matters which might be disclosed by an accurate survey and inspection of the property, and any as-sessments, liens, encumbrances, zoning or-dinances, restrictions, covenants, and matters of record superior to the Security Deed. The sale will be conducted subject (1) to confirmasale will be conducted subject (1) to confirma-tion that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final audit and confirmation of the status of the loan and col-lateral with the holder of the Security Deed. To the best of the undersigned's knowledge and belief the Dependence on proceeding with the holder of the security Deed.

and belief, the Premises are presently owned by Joseph Tyson, Henry Hodge, and Orlando Tyson. To the best of the undersigned's knowl-edge and belief, the parties in possession of the Premises are Joseph Tyson, Henry Hodge, and Orlando Tyson, and tenants holding under Desph Fuer Merry Hodge. Joseph Tyson, Henry Hodge, and Orlando Ty-

Cadence Bank, N.A., as Attorney-in-Fact for

Carolyn J. Tyson. Walter E. Jones, Esq. Balch and Bingham, LLP 30 Ivan Allen Jr. Blvd., NW Suite 700

BE USED FOR THAT PURPOSE.

Suite 700

Atlanta, Georgia 30308-3036 (404) 962-3574 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL

By: Kerry L. Berrong Clerk/Deputy Clerk of the Probate Court 48 River St., Suite C Hiawassee, GA 30546 Address 706-896-3467 Telephone Number T(0ct7,14,21,28)B