

Towns County Herald

Legal Notices for March 23, 2016

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Evelyn Elizabeth Armstrong
All creditors of the estate of Evelyn Elizabeth Armstrong, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This the 25th day of February, 2016
Paul D. Armstrong
Personal Representative
1105 Konahetah Road
Hiawassee, GA 30546
706-994-7771
T(Mar9,16,23,30P

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Harvey Lee Windsor, Jr.
All creditors of the estate of Harvey Lee Windsor, Jr., 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 2nd day of March, 2016
Ed Graves, Jr.
Personal Representative
215 Jule Peek Ave.
Cedaratown, GA 30125
770-546-6132
T(Mar9,16,23,30P

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Mavis L. Peircy
All creditors of the estate of Mavis L. Peircy deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This the 11th day of March, 2016
Debra S. Shepherd
Personal Representative
9407 Antioch Road
Overland Park, KS 66216
c/o Eddy A. Corn, Attorney
Personal Representative
253 Big Sky Drive
Hiawassee, GA 30546
706-896-3451
T(Mar9,16,23,30Apr9

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Edwin Ira Mann
All creditors of the estate of Edwin Ira Mann, 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 28th day of February, 2016
Carol Elaine Skelton Mann
Personal Representative
3332 Ford Circle
Young Harris, GA 30582
706-896-2763
T(Mar9,16,23,30P

OFFICIAL NOTICE
The Towns County Board of Elections and Registration hereby informs voters that the Hiawassee voting precinct in Towns County, GA, has not moved and will continue to be located at 67 Lakeview Circle, in Hiawassee, GA 30546. The reason for this notice is to notify you that the name on the building at this location is: Towns County Civic Center. Voters will likely not notice this as any change in their place of polling, as the actual location of the Hiawassee precinct remains the same and only the name on the building has changed. Affected voters will receive new registration cards in the coming weeks to verify the location of their polling location. Questions regarding this notice should be directed to our office via telephone at 706.896.4353.
T(Mar9,16,23)B

STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF JAMES EDWARD HOGSEID, a.k.a. EDWARD HOGSEID
NOTICE TO CREDITORS AND DEBTORS
All creditors of the estate of JAMES EDWARD HOGSEID, a.k.a. EDWARD HOGSEID, deceased 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 required to make immediate payment to the undersigned.
This 10th day of March, 2016
LINDA KING
11227 Brookhaven Park Place
Atlanta, Georgia 30319
T(Mar9,16,23,30Apr9)B

IN THE JUVENILE COURT OF TOWNS COUNTY
STATE OF GEORGIA
IN THE INTEREST OF:
N.C.
DOB:12-22-2009
SEX:MALE
CHILD UNDER THE AGE OF EIGHTEEN
Case no. 139-16J-6A
NOTICE OF TERMINATION OF PARENTAL RIGHTS HEARING
TO: JOHN DOE OR ANY POSSIBLE BIOLOGICAL FATHER OF THE ABOVE-NAMED CHILD
By Order for Service by Publication dated the 16th day of March, 2016, you are hereby notified that on the 17th day of February, 2016, the Towns County Department of Family and Children Services, Georgia Department of Human Services, filed a Petition for Termination of Parental Rights against you as to the above-named child and this Court found it to be in the child's best interest that the Petition be filed. This notice is being sent to you pursuant to the provisions of O.C.G.A. § 15-11-281 and 282. A copy of the Petition for Termination of Parental Rights may be obtained by you from the Clerk at the Towns County Courthouse during business hours. The hearing on the Petition for Termination of Parental Rights is for the purpose of terminating your parental rights. If the Court at the trial finds that the facts set out in the Petition to Terminate Parental Rights are true and that termination of your rights will serve the best interests of your child, the Court can enter a judgment ending your rights to your child. If the judgment terminates your parental rights, you will no longer have any rights to your child. This means that you will not have the right to visit, contact, or have custody of your child or make any decisions affecting your child or your child's earnings or property. You will not thereafter be entitled to notice of proceedings for the adoption of the above-named child by another, nor will you have any right to object to the adoption or otherwise to participate in the proceedings. Your child will be legally freed to be adopted by someone else. Even if your parental rights are terminated:

1) You will still be responsible for providing financial support (child support payments) for your child's care unless and until your child is adopted;
2) Your child can still inherit from you unless and until your child is adopted; and
3) Your child can still pursue any civil action against you.
Under the provisions of O.C.G.A. § 15-11-260, et seq., you may lose all rights to the above-named child and will not be entitled to object to the termination of your rights to this child unless, within thirty (30) days of your receipt of this NOTICE TO PUTATIVE FATHER, you file:

a) A petition to legitimate the child; and
b) Notice of the filing of the petition to legitimate with the Juvenile Court of Towns County. If you fail to file a petition to legitimate or if your petition to legitimate is subsequently dismissed for failure to prosecute or the court does not find that you are the legal father of the child named in your petition to legitimate, this Court may enter an order terminating your parental rights. This Court will conduct a provisional hearing upon the Petition for Termination of Parental Rights on the 25th day of March, 2016 at 9:00 a.m. in the Towns County Courthouse, Hiawassee, Georgia. This Court will conduct a final hearing upon the Petition for Termination of Parental Rights on the 25th day of May, 2016 at 9:00 a.m. in the Union County Courthouse, Blairsville, Georgia. The child and other parties involved may be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and hire your own lawyer. If you want to hire a lawyer, please contact your lawyer immediately. If you want a lawyer but are not able to hire a lawyer without undue financial hardship, you may ask for a lawyer to be appointed to represent you. The Court would inquire into your financial circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed to represent you. If you want a lawyer appointed to represent you, you must let the Court or the officer of this Court handling this case know that you want a lawyer immediately. IT IS SO ORDERED this 16th day of March, 2016.

Honorable Jeremy Clough
Judge, Juvenile Court
Towns County, Georgia
Enotah Judicial Circuit
T(Mar9,16,23,30Apr9,13)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS IS AN ATTEMPT 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 Virginia Howard to Generation Mortgage Company, dated February 28, 2009, recorded in Deed Book 450, Page 838, Towns County, Georgia Records, as last transferred to Nationstar Mortgage LLC d/b/a Champion Mortgage Company by assignment to be recorded in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of THREE HUNDRED SIXTY THOUSAND AND 0/100 DOLLARS (\$360,000.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in April, 2016, 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. Nationstar Mortgage LLC d/b/a Champion Mortgage Company is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Champion Mortgage LLC, 8950 Cypress Waters Boulevard, Coppell, TX 75019 855-683-3095. To the best knowledge and belief of the undersigned, the party in possession of the property is Virginia Howard or a tenant or tenants and said property is more commonly known as 5686 Pine Crest 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. Nationstar Mortgage LLC d/b/a Champion Mortgage Company as Attorney in Fact for Virginia Howard McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE COUNTY OF TOWNS, GEORGIA : ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 62 AND 63, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, CONTAINING 0.612 ACRES AND BEING LOT THIRTY-SIX (36) OF PINE CREST SUBDIVISION AS SHOWN ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATION, INC. DATED JUNE 25, 1990, AS RECORDED IN PLAT BOOK 13, PAGE 280, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE. THE PROPERTY IS SUBJECT TO THE EXTENSION OF RESTRICTIVE COVENANTS FOR PINE CREST SUBDIVISION PHASE I AS RECORDED IN DEED BOOK 115, PAGES 61-99 , TOWNS COUNTY, GEORGIA RECORDS MR/MR8 4/5/16 Our file no. 5526615 - FT2
T(Mar9,16,23,30)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS IS AN ATTEMPT 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 George Thompson to PNC Mortgage, a division of PNC Bank, National Association, dated September 24, 2013, recorded in Deed Book 542, Page 485, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$217,500.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in April, 2016, 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. PNC Bank, National Association is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342 800-523-8654. To the best knowledge and belief of the undersigned, the party in possession of the property is George Thompson or a tenant or tenants and said property is more commonly known as 3011 Honeysuckle Lane, 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. PNC Bank, National Association as Attorney in Fact for George Thompson McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" All that parcel of land in Land Lot 58, 17th District, 1st Section, Towns County, State of Georgia, being known and designated as follows: All that tract or parcel of land lying and being in Land Lot 58, 17th District, 1st Section, Towns County, Georgia, containing 1.914 acres, more or less and being shown as Lot 21 of Lake Forest Estate Subdivision, Block G, on a plat of survey by Landtech Services, Inc., James L. Alexander, GRLS No. 2853, dated September 8, 2004, and recorded in Towns County Records in Plat Book 32, Page 265. Said plat is incorporated herein by reference hereto, for a full and complete description of the above referenced property. By fee simple deed from Georgia E. Thompson and Mary E. Thompson as set forth in Deed Book 421, Page 541 dated 10/16/2007 and recorded 11/27/2007, Towns County Records, State of Georgia. Tax ID: 0019B144 MR/ bdr1 4/5/16 Our file no. 556016 - FT8
T(Mar9,16,23,30)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Because of a default under the terms of the Security Deed executed by Malcolm D. Weekley to Mortgage Electronic Registration Systems, Inc. as nominee for Mortgage Services III, LLC dated March 15, 2012, and recorded in Deed Book 510, Page 193, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, N.A. by Assignment, securing a Note in the original principal amount of \$211,540.00, the holder thereof pursuant to said Deed and 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, April 5, 2016, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.750 ACRES, BEING DESIGNATED AS TRACT THREE (3) AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC. JAMES L. ALEXANDER, RS. #2853, DATED NOVEMBER 5, 2001, RECORDED IN PLAT BOOK 27, PAGE 214, TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.
SUBJECT TO MATTERS AS SHOWN ON ABOVE REFERENCED PLAT.
GRANTORS HEREIN RESERVE AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES AS SHOWN ON THE ABOVE REFERENCED PLAT.
Said property is known as 24 Martin Road, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.
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 secured creditor.
The property is or may be in the possession of Malcolm D. Weekley, a/k/a Malcom Duncan Weekley, successor in interest or tenant(s).
Wells Fargo Bank, N.A. as Attorney-in-Fact for Malcolm D. Weekley
File no. 16-056708
SHAPIRO PENDERGAST & HASTY, LLP*
Attorneys and Counselors at Law
2872 Woodcock Boulevard, Suite 100
Atlanta, GA 30341
770-220-2535/KLM
shapiroandhasty.com
*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
03/09, 03/16, 03/23, 03/30, 2016
[FC-NOS]
T(Mar9,16,23,30)B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Irene B Nowell, James I Nowell and Irene B. Nowell as Trustee for Johnnie Wilton Bennett, Jr to Mortgage Electronic Registration Systems, Inc. as nominee for Cimarron Mortgage Company dated 10/27/2008 and recorded in Deed Book 443 Page 496, Towns County, Georgia records; as last transferred to or acquired by JPMorgan Chase Bank, National Association, conveying the after-described property to secure a Note in the original principal amount of \$ 74,925.00, 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 (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on April 05, 2016 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

All that tract or parcel of land lying and being in Land Lot 135, 17th District, 1st Section, Towns County, Georgia, containing 0.66 acres, more or less, as shown on a plat of survey by B. Gregory, County Surveyor, dated 10/3/80, recorded in Plat Book 6, Page 106, Towns County, Georgia records. Said description on said plat being incorporated herein by reference hereto.
The property is conveyed subject to all matters and conditions shown on the above referenced 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 5388 School Street, Young Harris, GA 30582 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 possession of the subject property is (are): Irene Nowell in trust for Johnnie Wilton Bennett, Jr., James I Nowell and Irene B Nowell or tenant or tenants.
JPMorgan Chase Bank, NA is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.
JPMorgan Chase Bank, NA
Homeowner's Assistance Department
3415 Vision Drive
Columbus, Ohio 43219
1-866-550-5705
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 constitute 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 redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject 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 non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.
JPMorgan Chase Bank, National Association as agent and Attorney in Fact for Irene B Nowell, James I Nowell and Irene B. Nowell as Trustee for Johnnie Wilton Bennett, Jr
Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
1031-75832A
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1031-75832A
T(Mar9,16,23,30)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from THOMAS JOSEPH TASTINGER to UNITED COMMUNITY BANK, dated September 21, 2009, recorded September 30, 2009, in Deed Book 463, Page 423, Towns County, Georgia records, as last modified by Modification of Security Deed dated March 24, 2014, recorded in Deed Book 551, Page 31, Towns County, Georgia records, as transferred to KENNETH MANTOVANI, JR. by Assignment recorded in Deed Book 577, Page 699, Towns County, Georgia records, said Security Deed being given to secure a Note from THOMAS JOSEPH TASTINGER dated March 24, 2014, in the original principal amount of Three Hundred Ninety Eight Thousand Five Hundred Twenty and 85/100 (\$398,520.85) Dollars, with interest due thereon per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in April, 2016, the following described property:

All that tract or parcel of land lying and being in Land Lot 55, 17th District, 1st Section of Towns County, Georgia, being Tract 1, containing 0.686 acres, more or less, and Tract 3, containing 0.282 as shown on a plat of survey by T. Kirby & Associates, Inc., dated January 8, 2009 recorded in Plat Book 38, Page 219, Towns County, Georgia records which description on said plat incorporated herein by reference. The property is conveyed subject to the road rights of way as shown on said plat.
Subject to all matters and conditions as shown on above referenced plat of survey.
The property is conveyed subject to the Deed of Easement from William R. Handley and Thomas Joseph Tastingter and United Community Bank to Blue Ridge Mountain Enterprises, LLC and United Community Bank as Lienholder as recorded in Deed Book 448, Pages 107-108, Towns County, Georgia records.
Included herewith all inventory, chattel paper, accounts, equipment, general intangibles and fixtures.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is THOMAS JOSEPH TASTINGER or a tenant or tenants.
KENNETH MANTOVANI, JR.,
as attorney in Fact for THOMAS JOSEPH TASTINGER
L. Lou Allen
Sitt & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03778
T(Mar9,16,23,30)B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Julie Maria Payne and Donnie H. Payne to Mortgage Electronic Registration Systems, Inc. as a nominee for Americas First Home Mortgage Co. dated 1/11/2007 and recorded in Deed Book 394 Page 469 Towns County, Georgia records; as last transferred to or acquired by Federal National Mortgage Association ("Fannie Mae"), conveying the after-described property to secure a Note in the original principal amount of \$305,000.00, 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 Courthouse door of Towns County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on April 05, 2016 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

All that tract or parcel of land lying and being in Land Lot 121, 18th District, 1st Section, Towns County, Georgia and being all of Lot Four (4), containing 1.046 acres, more or less of the Kimsey Ridge Subdivision as more fully shown on a survey for Kimsey Ridge Subdivision, prepared by Northstar Land Surveying, Inc., registered surveyor, dated February 22, 2004, and recorded in Plat Book 34, Page 203, Towns County, Georgia records, which plat is by reference incorporated herein and made a part hereof.
Grantors further convey to Grantees a perpetual easement for ingress and egress of Fifty (50) feet over, thru and across Kimsey Ridge Road as shown on above referenced plat.
The above property is subject to those Restrictions as set forth on said referenced plat of survey and the Northwest corner of Lot Four (4) is subject to the Mountain Protections Act. The above property is also subject to those certain Covenants and Restrictions as recorded in Deed Book 337, Pages 785-789, Towns County, Georgia records.
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 508 Kimsey Ridge Road, 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 possession of the subject property is (are): Julie Maria Payne and Donnie H. Payne or tenant or tenants.
Seterus, Inc. is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.
Seterus, Inc.
Loss Mitigation
PO Box 4121
Beaverton, OR 97076-4121
866.570.5277
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 constitute 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 redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject 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 non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.
Federal National Mortgage Association ("Fannie Mae") as agent and Attorney in Fact for Julie Maria Payne and Donnie H. Payne.
Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
1168-3561A
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1168-3561A
T(Mar9,16,23,30)B