

# Towns County Herald

## Legal Notices for March 7, 2018

### NOTICE TO CREDITORS AND DEBTORS

RE: Estate of Twila Belle Jones  
All creditors and debtors of the estate of Twila Belle Jones, deceased, late of Towns County, Hiawasse, 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 20 day of February, 2018.  
Kathy Tidwell  
4115 Twiggs Drive  
Hiawasse, GA 30546  
863-258-7056

T(Feb28,Mar7,14,21)B

### NOTICE TO CREDITORS AND DEBTORS

RE: Estate of Joan R. Roseberry  
All creditors and debtors of the estate of Joan R. Roseberry, deceased, late of Towns County, Hiawasse, 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 28 day of February, 2018.  
Mike Roseberry  
1694 W. Forrest Ave.  
East Point, GA 30344  
404-735-4464

T(Mar7,14,21,28)B

### CITATION

PROBATE COURT OF TOWNS COUNTY  
IN RE: ESTATE OF DONALD K. ENZMANN, FORMER WARD.  
Date of Publication, if any: March 7, 2018  
TO WHOM IT MAY CONCERN AND: All interested parties:  
The conservator of the above estate, has applied for Discharge from said trust. This is to notify the above interested party(ies) to show cause, if any they can, why said conservator should not be discharged from office and liability. All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court, 48 River St., Suite C Hiawasse, GA 30546 on or before April 9, 2018, said date being more than 30 days from the date of publication. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/ telephone number for the required amount of filing fees.  
If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

David Rogers  
PROBATE JUDGE  
By: Kerry L. Berrong  
PROBATE CLERK/DEPUTY CLERK  
48 River St. Suite C  
Hiawasse, GA 30546  
ADDRESS  
706-896-3467  
TELEPHONE  
T(Mar7)B

IN THE PROBATE COURT OF TOWNS COUNTY  
STATE OF GEORGIA  
IN RE: ESTATE OF  
DEWEY NOLAN WHIDDON, DECEASED  
ESTATE NO. 2018-5  
PETITION FOR LETTERS OF ADMINISTRATION  
NOTICE  
TO: All Interested Parties and to whom it may concern:  
Alycen Estelle Whiddon has petitioned to be appointed Administrator(s) of the estate of Dewey Nolan Whiddon 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 March 12, 2018.

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. Contact Probate Court personnel 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  
By: Kerry L. Berrong  
Clerk of the Probate Court  
48 River St. Suite C  
Hiawasse, GA 30546  
Address  
706-896-3467  
Telephone Number  
T(Feb14,21,28,Mar7)B

ADVERTISEMENT FOR BIDS  
Bid Package One (1) through Five (5)  
Project: Towns County Middle/High School Modernization - Phase 1  
Owner: Towns County Schools  
Architect: Robertson Loia Roof  
CM: Charles Black Construction Company, Inc.  
Contractors are invited to submit lump sum bids for Bid Package One (1) through Five (5), Towns County Middle/High School Modernization - Phase 1.  
Sealed bids will be received by the Construction Manager until 3:00 p.m., Thursday, March 8, 2018, at the Cleveland Office of the Construction Manager, Charles Black Construction Company, Inc., 1955 Highway 129 South, Cleveland, Georgia 30528. Bids must be submitted in Duplicate on the Construction Manager's Proposal Form along with a 5% Bid Bond if required by the Bid Package. No Faxed or E-Mailed Bids Accepted  
A thorough review of the bid package description and bid documents are required prior to submitting bids.  
The form of agreement will be a modified AIA Subcontract Agreement, between the Construction Manager and the Successful Bidder. Bidding Documents are available for the COST OF REPRODUCTION from:  
AGC Plan Room/Gainesville Whiteprint  
312 Bradford Street, NW  
Gainesville, Georgia 30501  
(770) 534-2086  
Documents will be available for review at the following locations.  
Charles Black Construction Company, Inc.  
1955 Highway 129, South  
Cleveland, Georgia 30528  
Dodge Data & Analytics  
www.construction.com  
iSqFt  
www.iSqFt.com  
CM: Charles Black Construction Company, Inc.  
PROJECT: Towns County Middle/High School Modernization - Phase 1  
ADVERTISEMENT FOR BIDS  
INDEX TO BID PACKAGES  
Bid Pkg Bid Package Bid  
Number Name Date  
1. Modified Bituminous & EPDM Membrane Roofing March 8, 2018  
2. Drywall, Ceiling, Direct Applied Exterior Finish March 8, 2018  
3. Painting March 8, 2018  
4. H.V.A.C. March 8, 2018  
5. Electrical March 8, 2018  
\*See Bid Package Description, General Package Notes & Construction Manager's Special Conditions Prior to Pricing\*  
Allen Mauney, Project Manager  
Charles Black Construction Company, Inc.  
P.O. Box 960 \* 1955 Highway 129 South  
Cleveland, Georgia 30528  
\*The Construction Manager and Owner reserve the right to reject any and all bids and to waive technicalities.\*  
T(Feb7,14,21,28,Mar7)B

NOTICE TO DEBTORS & CREDITORS  
TO: All Creditors of Laura T. Hove, late of Towns County, Georgia:  
On behalf of Laura T. Hove, now deceased you are hereby notified, pursuant to O.C.G.A. 53-7-92, to render in your demands and claims to and all persons who claim indebtedness by Laura T. Hove:  
Laura T. Hove  
c/o Roger W. Hove  
J. Kevin Tharpe, Attorne  
843 Bent Tree Lane  
Young Harris, GA 30582  
T(Mar7,14,2,28)P

IN THE PROBATE COURT OF TOWNS COUNTY  
STATE OF GEORGIA  
IN RE: ESTATE OF  
JON DEWEY WHIDDON, DECEASED  
ESTATE NO. 2018-4  
PETITION FOR LETTERS OF ADMINISTRATION  
NOTICE  
TO: All Interested Parties and to whom it may concern:  
Alycen Estelle Whiddon has petitioned to be appointed Administrator(s) of the estate of Jon Dewey Whiddon 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 March 12, 2018.

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. Contact Probate Court personnel 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  
By: Kerry L. Berrong  
Clerk of the Probate Court  
48 River St. Suite C  
Hiawasse, GA 30546  
Address  
706-896-3467  
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T(Feb14,21,28,Mar7)B

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Architect: Robertson Loia Roof  
CM: Charles Black Construction Company, Inc.  
Contractors are invited to submit lump sum bids for Bid Package One (1) through Five (5), Towns County Middle/High School Modernization - Phase 1.  
Sealed bids will be received by the Construction Manager until 3:00 p.m., Thursday, March 8, 2018, at the Cleveland Office of the Construction Manager, Charles Black Construction Company, Inc., 1955 Highway 129 South, Cleveland, Georgia 30528. Bids must be submitted in Duplicate on the Construction Manager's Proposal Form along with a 5% Bid Bond if required by the Bid Package. No Faxed or E-Mailed Bids Accepted  
A thorough review of the bid package description and bid documents are required prior to submitting bids.  
The form of agreement will be a modified AIA Subcontract Agreement, between the Construction Manager and the Successful Bidder. Bidding Documents are available for the COST OF REPRODUCTION from:  
AGC Plan Room/Gainesville Whiteprint  
312 Bradford Street, NW  
Gainesville, Georgia 30501  
(770) 534-2086  
Documents will be available for review at the following locations.  
Charles Black Construction Company, Inc.  
1955 Highway 129, South  
Cleveland, Georgia 30528  
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CM: Charles Black Construction Company, Inc.  
PROJECT: Towns County Middle/High School Modernization - Phase 1  
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5. Electrical March 8, 2018  
\*See Bid Package Description, General Package Notes & Construction Manager's Special Conditions Prior to Pricing\*  
Allen Mauney, Project Manager  
Charles Black Construction Company, Inc.  
P.O. Box 960 \* 1955 Highway 129 South  
Cleveland, Georgia 30528  
\*The Construction Manager and Owner reserve the right to reject any and all bids and to waive technicalities.\*  
T(Feb7,14,21,28,Mar7)B

NOTICE TO DEBTORS & CREDITORS  
TO: All Creditors of Laura T. Hove, late of Towns County, Georgia:  
On behalf of Laura T. Hove, now deceased you are hereby notified, pursuant to O.C.G.A. 53-7-92, to render in your demands and claims to and all persons who claim indebtedness by Laura T. Hove:  
Laura T. Hove  
c/o Roger W. Hove  
J. Kevin Tharpe, Attorne  
843 Bent Tree Lane  
Young Harris, GA 30582  
T(Mar7,14,2,28)P

### NOTICE OF INTENT TO VOLUNTARILY DISSOLVE A CORPORATION

Notice is given that a notice of intent to dissolve Restoring Hope Ministries, Inc., a Georgia nonprofit corporation with its registered office at 377 Longview Drive #B, Hiawasse, GA 30546, will be delivered to the Secretary of State for filing in accordance with the Georgia Nonprofit Corporation Code.  
T(Mar,14)P

### IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE: ESTATE OF  
MARILYN FRANCIS GORDON, DECEASED  
ESTATE NO. 2018-10  
NOTICE

IN RE: The Petition to Probate Will in Solemn Form in the above-referenced estate having been duly filed,

TO: Thomas Braden Gordon, Fred McDaniel Gordon, Jr., & James McComb Gordon  
[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 Solemn Form, in this Court on or before April 2, 2018.

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. Contact Probate Court personnel 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  
By: Kerry L. Berrong  
Clerk of the Probate Court  
48 River St., Suite C  
Hiawasse, GA 30546  
Address  
706-896-3467  
Telephone Number  
T(Mar7,14,21,28)B

### IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN THE INTEREST OF:  
JORDAN PEEPLES  
DOB: 03-13-2017  
SEX: MALE  
CHILDREN UNDER THE AGE  
OF EIGHTEEN  
case no. 139-171-36A

NOTICE OF TERMINATION OF PARENTAL RIGHTS HEARING  
TO: CHRISTY PEEPLES; JOSE "LAST NAME UNKNOWN"; CARL GUNNELLS; HARLEY MYERS; JEREMY KNOPF AND ANY POSSIBLE BIOLOGICAL FATHER OF THE ABOVE-NAMED CHILDREN  
By Order for Service by Publication dated the 14 day of February 2018, you are hereby notified that on the 16th day of November, 2017, 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 children and this Court found it to be in the children'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 children, the Court can enter a judgment ending your rights to your children.

If the judgment terminates your parental rights, you will no longer have any rights to your children. This means that you will not have the right to visit, contact, or have custody of your children or make any decisions affecting your children or your children's earnings or property. You will not thereafter be entitled to notice of proceedings for the adoption of the above-named children by another, nor will you have any right to object to the adoption or otherwise to participate in the proceedings. Your children 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 children's care unless and until your children are adopted;  
2) Your children can still inherit from you unless and until your children are adopted; and  
3) Your children can still pursue any civil action against you.

As to Jose last name unknown, Carl Gunnells, Harley Myers, and Jeremy Knopf, the putative fathers and any possible biological father, under the provisions of O.C.G.A. § 15-11-260, et seq., you may lose all rights to the above-named children and will not be entitled to object to the termination of your rights to these children unless, within thirty (30) days of your receipt of this NOTICE TO PUTATIVE FATHERS, you file:

a) A petition to legitimate the children; 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 children named in your petition to legitimate, this Court may enter an order terminating your parental rights.

This Court will conduct a final hearing upon the Petition for Termination of Parental Rights on the 28 day of March 2018 at 9:00am in the Towns County Courthouse, Hiawasse, Georgia

The children 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.

WITNESS, the Honorable Jeremy Clough, Judge of said Court, this the 14 day of February, 2018.

Honorable Jeremy Clough  
Judge, Juvenile Court  
Towns County, Georgia  
Enotah Judicial Circuit  
N(Feb21,28,Mar7,14)P

### NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt made by Roberta L. Garrett to Bank of Hiawasse in the amount of \$235,200.00 dated October 3, 2006, and filed October 13, 2006, in Deed Book 385, Page 777, as re-recorded in Book 386, Page 705, in the Office of the Clerk of the Superior Court for Towns County, Georgia. Modification Agreement recorded in Book 421, Page 6; Book 464, Page 783; Book 487, Page 404; Book 490, Page 391 and Book 507, Page 150 (collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in April, 2018 the following described real property, to wit:

All the tract or parcel of land lying and being in Land Lot 35, of the 17th District, 1st Section, of Towns County, Georgia, containing 2.00 acres, more or less, as shown on a plat of survey of Tamrok Associates, Inc., dated 6/30/97, recorded in Plat Book 23, page 85 of the Towns County Records, said plat being incorporated herein by reference.

The aforesaid tract is conveyed subject to the right of way, if any, for Margie Road and for the existing electric power transmission lines shown on said survey. The property is subject to an easement in favor of BRMEMC as recorded in Deed Book 363, Page 657 Towns County Records.

Subject to and easement, restrictions and rights of way or record.  
Parcel ID: 0002 041A

The debt secured by the Security Deed is evidenced by a Promissory Note given by Roberta L. Garrett (the "Borrower") to Bank of Hiawasse dated October 3, 2006 in the original principal amount of \$235,200.00 (as same may have been further modified, renewed or amended, collectively 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 secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Roberta L. Garrett, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemption rights of the Internal Revenue Service, if any; and all other prior assessments, easements, restrictions or matters of record.

To the best of the undersigned's knowledge and belief, the real property is presently owned by Roberta L. Garrett.

To the best of the undersigned's knowledge and belief, the party in possession of the real property is Roberta L. Garrett, and tenants holding under her.

South State Bank, as successor in interest to Park Sterling Bank, as successor in interest to Bank of Hiawasse, as Attorney-in-Fact for Roberta L. Garrett.

Christopher S. Cooper  
Kaplan, Bogue & Cooper, P.C.  
5555 Glenridge Drive, Suite 200  
Atlanta, Georgia 30342  
678-384-7021  
T(Mar7,14,21,28)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 ROCK HILL FARMS, INC. to United Community Bank, dated August 6, 2004, recorded August 9, 2004, in Deed Book 311, Page 47, Towns County, Georgia records, as last modified by Modification of Security Deed dated October 1, 2015, recorded in Deed Book 572, Page 407, Towns County, Georgia records, as transferred to JTS CAPITAL 2 LLC by assignment dated September 25, 2017, recorded November 20, 2017 in Deed Book 605, Page 446, Towns County, Georgia records, said Security Deed being given to secure the payment of a certain indebtedness owed by ROCK HILL FARMS, INC. and K-B HEALTH TECHNOLOGY, INC., with interest thereon 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, 2018, the following described property:

All that tract or parcel of land lying and being in Land Lot 125, District 17, Section 1, Towns County, Georgia, containing 40.84 acres, more or less, as shown on a plat of survey entitled "Survey for Rock Hill Farms, Inc." by Tamrok Engineering, Inc. Tommy J. Phillips, Registered Surveyor, dated November 12, 1991, and recorded in Plat Book 15, Page 243, Towns County, Georgia records, said plat being incorporated herein by reference for a more complete description.

Said property being the same property conveyed from Truman Barrett to Rock Hill Farms, Inc. in a Warranty Deed recorded in Deed Book 110, Page 8, 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 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 ROCK HILL FARMS, INC. or a tenant or tenants.

JTS CAPITAL 2 LLC,  
as attorney in Fact for ROCK HILL FARMS, INC.  
L. Lou Allen  
Stites & Harbison, PLLC  
520 West Main Street  
Blue Ridge, Georgia 30513  
(706) 632-7923  
File No. JT017-00JT1  
T(Mar7,14,21,28)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 CREEKSIDE CABINETS & TRIM INC. to United Community Bank, dated November 28, 2007, recorded November 30, 2007, in Deed Book 422, Page 13, Towns County, Georgia records, as last modified by Modification of Security Deed dated November 16, 2010, recorded in Deed Book 485, Page 532, Towns County, Georgia records, as transferred to JTS CAPITAL 2 LLC by assignment dated September 25, 2017 and recorded November 20, 2017 in Deed Book 605, Page 457, Towns County, Georgia records, said Security Deed being given to secure the payment of a certain indebtedness owed by CREEKSIDE CABINETS & TRIM, INC., with interest thereon 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, 2018, the following described property:

All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 68 of Towns County, Georgia, and being Lot 25 of Truelove Mountain Subdivision, containing 1.914 acres, more or less, as shown on a plat or survey by Northstar Land Surveying, Inc., dated February 14, 2000, and recorded in Towns County Records in Plat Book 25, Page 231. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

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 CREEKSIDE CABINETS & TRIM INC. or a tenant or tenants.

JTS CAPITAL 2 LLC,  
as attorney in Fact for CREEKSIDE CABINETS & TRIM INC.  
L. Lou Allen  
Stites & Harbison, PLLC  
520 West Main Street  
Blue Ridge, Georgia 30513  
(706) 632-7923  
File No. JT017-00JT1  
T(Mar7,14,21,28)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 AMBER L. BARRETT to United Community Bank, dated January 4, 2008, recorded January 4, 2008, in Deed Book 424, Page 412, Towns County, Georgia records, as last modified by Modification of Security Deed dated May 21, 2014, recorded in Deed Book 551, Page 100, Towns County, Georgia records; also that certain Assignment of Rents dated February 15, 2011, recorded in Deed Book 490, Page 797, Towns County, Georgia records and re-recorded in Deed Book 491, Page 266, Towns County, Georgia records, said Security Deed and Assignment of Rents transferred to JTS CAPITAL 2 LLC by assignment dated September 25, 2017 and recorded November 20, 2017 in Deed Book 605, Page 452, Towns County, Georgia records, said Security Deed being given to secure the payment of a certain indebtedness owed by AMBER L. BARRETT, with interest thereon 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, 2018, the following described property:

All that tract or parcel of land lying and being in Land Lot 126, 17th District, 1st Section of Towns County, Georgia, Tract 3, containing 8.10 acres, more or less as shown on a plat of survey entitled "Survey for Garland Shook Estate" dated April 14, 1992 by Tamrok Engineering, Inc., Tommy J. Phillips, Registered Surveyor, as recorded in Plat Book 14, Page 291, Towns County, Georgia records, said plat being incorporated by reference herein.

Subject to all matters and conditions as shown on above referenced plat of survey.

This being the same property conveyed to James T. Shook as recorded in Deed Book 114, Page 222, Towns County, Georgia records.

LESS AND EXCEPT:  
All that tract or parcel of land lying and being in Land Lot 126, 17th District, 1st Section of Towns County, Georgia, containing 0.023 acres, more or less as shown on a plat of survey by T. Kirby & Associates, Inc., Tony G. Kirby, R.L.S. #1988, dated October 18, 2007 and filed and recorded in Plat Book 31, Page 6, Towns County, Georgia records, said plat being incorporated herein by reference.

Subject to all matters and conditions as shown on above referenced plat of survey.

Also conveyed herewith and subject to is the easement of ingress and egress as shown on the above referenced plat of survey.

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 AMBER L. BARRETT or a tenant or tenants.

JTS CAPITAL 2 LLC,  
as attorney in Fact for AMBER L. BARRETT  
L. Lou Allen  
Stites & Harbison, PLLC  
520 West Main Street  
Blue Ridge, Georgia 30513  
(706) 632-7923  
File No. JT017-00JT1  
T(Mar7,14,21,28)B