

# Towns County Herald

## Legal Notices for July 22, 2015

**NOTICE TO CREDITORS AND DEBTORS**  
All creditors of the estate of JUNE SUMMER BURRUSS, 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 24th day of June, 2015.  
William C. Jones  
80 River Springs Drive  
Sandy Springs, GA 30328  
T:(Jul18,15,22)B

**NOTICE TO DEBTORS AND CREDITORS**  
All creditors of the estate of Gary A. McNeil 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 June, 2015.  
Bruce L. Ferguson, Attorney for  
Carol A. McNeil, Executrix  
of the Estate of Gary A. McNeil  
PO Box 524  
Hiawassee, GA 30546  
706-896-9699  
T:(Jul18,15,22)B

**NOTICE TO DEBTORS AND CREDITORS**  
**STATE OF GEORGIA**  
**COUNTY OF TOWNS**  
**RE: ESTATE OF BRUCE RAYMOND SIMS**  
All creditors of the estate of Bruce Raymond Sims 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 June, 2015.  
Camilla R. Hogsed, Administrator  
P.O. Box 164  
Hiawassee, GA 30546  
(706) 896-2117  
T:(Jul18,15,22)B

**STATE OF GEORGIA**  
**COUNTY OF TOWNS**  
**NOTICE**  
Notice is hereby given that Teresa Rich Hobbs, the undersigned, filed her Petition to the Superior Court of said County on the 25th day of June, 2015, praying for a change in the name of Petitioner from Teresa Rich Hobbs to Teresa Suzann Kelley, and notice is hereby given to any interested or affected party to be and appear in said matter in said Court on or before 30 days from the date of the filing of said Petition at which time all objections to the granting of the relief prayed for must be filed in said Court.  
This 25th day of June, 2015.  
Teresa Rich Hobbs, Petitioner  
T:(Jul18,15,22)B

**NOTICE TO DEBTORS & CREDITORS**  
All creditors of the Estate of James Lee Collins, Jr., late of Towns County, 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.  
Sandra B. Collins, Executor  
c/o J. Scot Kirkpatrick, Esq.  
Chamberlain, Hrdlicka, White, Williams & Aughtry  
191 Peachtree Street, NE, 34th Floor,  
Atlanta, Georgia 30303  
T:(Jul18,15,22)P

**NOTICE TO CREDITORS AND DEBTORS**  
All creditors of the estate of LEONARD T. GIBSON, 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 Co-Executors.  
This 15th day of July, 2015.  
Stephen Gibson  
441 Hwy 141  
Murphy, North Carolina 28906  
Stanley Gibson  
129 Sam Dye Road  
Young Harris, Georgia 30582  
T:(Jul22,29,Aug5,12)B

**NOTICE TO DEBTORS AND CREDITORS**  
All creditors of the estate of Reggie Ray Townsend, 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 16th day of July, 2015.  
Bruce L. Ferguson, Attorney for  
May Ann Townsend, Executrix  
of the Estate of Reggie Ray Townsend  
PO Box 524  
Hiawassee, GA 30546  
706-896-9699  
T:(Jul22,29,Aug5,12)B

**IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA**  
**IN THE INTEREST OF:**  
M.G.  
DOB:09-06-2006  
SEX: MALE  
**CHILD UNDER THE AGE OF EIGHTEEN**  
Case no. 139-15J-24  
**NOTICE OF TERMINATION OF PARENTAL RIGHTS HEARING**  
**TO: GERALD SANTOS, PUTATIVE FATHER OF THE ABOVE-NAMED CHILD OR ANY OTHER POSSIBLE BIOLOGICAL FATHER OF THE ABOVE-NAMED CHILD**  
By Order for Service by Publication dated the \_\_\_\_ day of June, 2015, you are hereby notified that on the 16th day of June, 2015, 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.

Georgia law provides that you can permanently lose your rights as a parent. A Petition to Terminate Parental Rights has been filed requesting the Court to terminate your parental rights to your child. A copy of the Petition to Terminate Parental Rights is attached to this Notice. A provisional court hearing of your case has been scheduled for the 12th day of August, 2015 at 9:00 a.m. in the Towns County Courthouse, Hiawassee, Georgia. A final court hearing of your case has been scheduled for the 9th day of September, 2015 at 9:00 a.m. in the Towns County Courthouse, Hiawassee, Georgia. If you fail to appear, the Court can terminate your rights in your absence.

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. 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; and  
2) Your child can still inherit from you unless and until your child is adopted.

This is a very serious matter. You should contact an attorney immediately so that you can be prepared for the court hearing. You have the right to hire an attorney and to have him or her represent you. If you cannot afford to hire an attorney, the Court will appoint an attorney if the Court find that you are an indigent person. Whether or not you decide to hire an attorney, you have the right to attend the hearing of your case, to call witnesses on your behalf, and to question those witnesses brought against you.

If you have any questions concerning this notice, you may call the telephone number of the clerk's office.

WITNESS, the Honorable Gerald Bruce, Judge of said Court, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

Honorable Gerald Bruce  
Judge, Juvenile Court  
Towns County, Georgia  
Enotah Judicial Circuit  
T:(Jul18,15,22)B

**IN THE PROBATE COURT**  
**COUNTY OF TOWNS**  
**STATE OF GEORGIA**  
IN RE: ESTATE OF  
**JERRY EUGENE GRAVITT, DECEASED**  
**PETITION FOR LETTERS OF ADMINISTRATION**  
**NOTICE**  
ESTATE NO. 2015-45  
TO: All known and unknown interested parties  
Randall Jerry Gravitt has petitioned to be appointed Administrator of the estate of Jerry Eugene Gravitt 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 July 27, 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 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  
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  
706-896-3467  
Telephone Number  
T:(Jul18,15,22)B

**NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000**  
Pursuant to O.C.G.A. §16-13-49(n), any party claiming an interest in the following property is hereby notified that on the 6th day of May, 2015, said property was seized by the undersigned agency in Towns County, Georgia.  
Property Seized:  
**PROPERTY ONE:** Eight Hundred & Eighty Dollars & 00/100 (\$880.00) in U.S. Currency  
Conduct giving rise to said seizure: Said **PROPERTY ONE** was found in possession of Joseph Leonard, and in close proximity to prohibited substances, to wit: **MARIJUANA**. Said **PROPERTY ONE** was found in the possession of **JOSEPH LEONARD** and was intended to facilitate the possession with intent to distribute, and distribution of **MARIJUANA**, in violation of the Georgia Controlled Substances Act, or was the proceeds of said illegal activities. Further, the said property and the prohibited substances were seized from the residence of **JOSEPH LEONARD** along with digital scales and a large quantity of packaging matter in Towns County, Georgia.  
The owner of said property is purported to be: Joseph Leonard, 15 Byron Road, Young Harris, GA 30582  
Any party claiming an interest in said property is hereby further notified that you must file any claim in accordance with O.C.G.A. §16-13-49(n) (4) within 30 days of the second publication of this Notice of Seizure in the Towns County Herald by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, return receipt requested.  
This 5th day of July, 2015. District Attorney  
Enotah Judicial Circuit  
**SEIZING AGENCY:**  
Agent A. Stanley  
Appalachian Drug Task Force  
P.O. Box 188  
Cleveland, Georgia 30528  
(706) 348-7410  
By: Cathy A. Cox-Brakefield  
Chief Assistant District Attorney  
65 Courthouse Street, Box 6  
Blairsville, Georgia 30512  
(706) 439-6027  
T:(Jul15,22,29)B

**NOTICE TO CREDITORS AND DEBTORS**  
All creditors of the estate of WEYMAN O. GRIF-FIN, 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 8th day of July, 2015.  
Weyman Matthew Griffin  
P.O. Box 583, Hiawassee, Ga 30546  
Weyna Dee Griffin-Sands  
121 BB Lane, Homer, Ga. 30547  
T:(Jul15,22,29,Aug5)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 JERRY DAILEY A/K/A JEROLD W. DAILEY to UNITED COMMUNITY BANK, dated April 26, 2006, recorded April 27, 2006, in Deed Book 369, Page 724, Towns County, Georgia records, as last modified by Modification of Security Deed dated August 9, 2013, recorded in Deed Book 539, Page 777, Towns County, Georgia records; also that certain Assignment of Rents dated January 31, 2011, recorded in Deed Book 489, Page 825, Towns County, Georgia records, said Security Deed being given to secure a Note from JEROLD W. DAILEY dated August 9, 2013, in the original principal amount of One Hundred Eighty Eight Thousand Four Hundred Sixty and 2/100 (\$188,460.21) 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 August, 2015, the following described property:

All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 43 of Towns County, Georgia, containing 9.603 acres as shown on a plat of survey for Jerry Dailey by Northstar Surveying and Mapping, Inc., W. Gary Kendall, RLS, dated 3/28/06 and recorded in Plat Book 36, Page 2 of the Towns County Records, said plat being incorporated herein by reference; together with all of grantors right title and interest to that land lying between the aforescribed tract and the centerline of State Route 66, subject to the road right of way.  
**LESS AND EXCEPT:** All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 43 of Towns County, Georgia, containing 1.110 acres, as shown on a plat of survey for Jerry Dailey by Southern Geo Systems, Ltd., dated 5/20/2008 and recorded in Plat Book 38, Page 131 of the Towns County records, said plat being incorporated herein by reference.

**LESS AND EXCEPT:** All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 43 of Towns County, Georgia, and being Tract 1-A, containing 1.002 acres, more or less, as shown on a plat of survey by Southern Geo Systems, Ltd., dated June 9, 2009 and recorded in Plat Book 38, Page 272 of the Towns County records, said plat being incorporated herein by reference.

**LESS AND EXCEPT:** All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 43 of Towns County, Georgia, and being Tract 1-B, containing 1.004 acres, more or less, as shown on a plat of survey by Southern Geo Systems, Ltd., dated June 9, 2009 and recorded in Plat Book 38, Page 273 of the Towns County records, said plat being incorporated herein by reference.

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 JERRY DAILEY A/K/A JEROLD W. DAILEY or a tenant or tenants.  
**UNITED COMMUNITY BANK,**  
as attorney in Fact for JERRY DAILEY A/K/A JEROLD W. DAILEY  
L. Lou Allen  
Sites & Harbison, PLLC  
520 West Main Street  
Blue Ridge, Georgia 30513  
(706) 632-7923  
File No. 7484A-03740  
T:(Jul15,22,29)B

**NOTICE OF SALE UNDER POWER**  
**GEORGIA, TOWNS COUNTY**  
By virtue of a Power of Sale contained in that certain Security Deed from MARK E. MOXLEY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PINE STATE MORTGAGE CORPORATION, dated June 7, 2005, recorded June 9, 2005, in Deed Book 337, Page 279, , Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Thirty-Six Thousand and 00/100 dollars (\$136,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to U.S. Bank National Association, as trustee, on behalf of the holders of the Bear Stearns Asset Backed Securities Trust 2005-AC6, Asset-Backed Certificates, Series 2005-AC6, there will be sold 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 August, 2015, all property described in said Security Deed including but not limited to the following described property:

**ALL THAT TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN LAND LOT 13 AND 14, 17TH DISTRICT, LOT 17 OF OTIS H. BURDETTE SUBDIVISION, TOWNS COUNTY, GEORGIA AS SHOWN ON A PLAT OF SURVEY BY C.E.FRALEY, R.S.ON AUGUST 10-17, 1967 AND RECORDED IN PLAT BOOK 1, PAGE 151 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, TOWNS COUNTY, GEORGIA; SAID PROPERTY BEING DESCRIBED AS FOLLOWS:**  
**BEGINNING AT A POINT ON A PRIVATE ROAD MARKED BY AN IRON SKATE; THENCE SOUTH 11 WEST 256 FEET TO A POINT; THENCE NORTH 84 EAST 95 FEET TO A POINT; THENCE NORTH 68 EAST 43 FEET TO A POINT; THENCE 16 EAST 89 FEET TO A POINT ON THE ABOVE MENTIONED PRIVATE ROAD; THENCE WITH SAID PRIVATE ROAD NORTH 38 WEST 175 FEET TO THE PLACE OF BEGINNING.**

**SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.**  
Said legal description being controlling, however the property is more commonly known as 2480 Capes Street, Young Harris, GA 30582. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: 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; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is MARK E. MOXLEY, or tenants(s).

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.

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Select Portfolio Servicing, Inc., Loss Mitigation Dept., P.O. Box 65250, Salt Lake City, UT 84165, Telephone Number: 888-818-6032.

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE BEAR STEARNS ASSET BACKED SECURITIES TRUST 2005-AC6, ASSET-BACKED CERTIFICATES, SERIES 2005-AC6**  
as Attorney in Fact for  
MARK E. MOXLEY  
**THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**  
Attorney Contact: Ruben Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092  
Telephone Number: (877) 813-0992 Case No. SPS-13-07556-7  
Ad Run Dates 07/08/2015, 07/15/2015, 07/22/2015, 07/29/2015  
www.rubinelublin.com/property-listings.php  
T:(Jul15,22,29)B

**NOTICE OF SALE UNDER POWER**  
WHEREAS, on August 20, 1999, for value received, Richard D. Cox executed and delivered to the United States of America, acting through the United States Department of Agriculture, a Deed to Secure Debt conveying certain real estate located in Towns County, Georgia, and said Deed to Secure Debt was recorded in the Office of the Clerk of the Superior Court for Towns County, Georgia, in Book # 190, Page# 326-331; and

WHEREAS, the United States of America now holds the above described security deed covering the said real estate; and  
WHEREAS, the Deed to Secure Debt held by the United States of America provides that should default occur, the holder may declare the entire indebtedness secured by the Deed to Secure Debt due and payable and, in compliance with the power of sale provisions contained in said security deed proceed to sell the property at public outcry; and  
WHEREAS, after default, the United States of America has declared all of the indebtedness secured by the Deed to Secure Debt due and payable and hereby certifies that it has complied with all of its loan servicing regulations; NOW, THEREFORE, the said United States of America, acting as aforesaid, under and in compliance with the power of sale provision contained in the Deed to Secure Debt, will proceed to sell at public outcry, for cash or certified funds to the highest bidder in front of the Courthouse in Towns County, during the legal hours of sale, on the 4th day of August, 2015, the following-described property conveyed in the Deed to Secure Debt, to Wit:

All that tract or parcel of land lying and being in Land Lots 6 and 29, 17th District, 1st Section, Towns County, Georgia, containing 0.823 acre, and being Lot Forty-Six (46) and part of Lot Forty-Five (45) of Woodlake Subdivision, and being Tract One (1) and Tract Two (2) as shown on a plat of survey by Northstar Land Surveying, Inc., R.S. #2788, dated July 27, 1999, revised August 3, 1999 recorded in Plat Book 25 Page 125 Towns County records which description on said plat is incorporated herein by reference.

The property is conveyed subject to the restrictions of record pertaining to Woodlake Subdivision as recorded in Deed Book 100 pages 124-125 Towns County records. The property is subject to the road easements as shown on said plat. The property is conveyed subject to the easement granted to Blue Ridge Mountain

Electric Membership Corporation as recorded in Deed Book 99 pages 636-637 Towns County records. Lots Nineteen (19) through Forty (40) in the above subdivision are subject to the 30 foot easement as shown on the above plat.

The above described property will be sold subject to any and all outstanding real estate taxes that are due and payable.

The failure of any high bidder to pay the purchase price and close the sale shall, at the option of the United States of America, be cause for rejection of the bid, and, if the bid is rejected, the United States of America shall have the option of making the sale to the next highest bidder who is ready, willing and able to comply with the terms thereof. The proceeds of said sale will first be applied to the payment of the indebtedness to the United States of America, other charges, and the expenses of sale, as provided in the above-described Deed to Secure Debt.

This the 30th day of June, 2015.  
**UNITED STATES OF AMERICA**  
By: THOMAS B. HERRON  
Director, Default Management Branch  
United States Department of Agriculture,  
Rural Development  
ITS: Authorized Representative  
T:(Jul15,22,29)B

**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 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 Book 401, page 17 in the offices of the Clerk of the Superior Court of Towns County, Georgia (as modified and/or amended from time to time, the "Deed to Secure Debt"), the undersigned will sell at public outcry before the door of the Courthouse of Towns County, Georgia during the legal hours of sale on the first Tuesday in August 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 being in Land Lot 73, 18th District, 1st Section, Towns County, Georgia, containing a total of 0.838 acres and shown as Tract One (1) containing 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 Associates, 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 rights-of-way of record, if any. Together with all present and future improvements and fixtures; all tangible personal property, including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed 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 property; all leases, licenses and other agreements pertaining to the real property; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights pertaining to the real property.

**TO HAVE AND TO HOLD** all the aforesaid property, property rights, contract rights, equipment 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 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 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 indebtedness evidenced by the Note has been accelerated and the Security Deed has been declared 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 assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed. 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 audit and confirmation of the status of the loan and collateral with the holder of the Security Deed.

To the best of the undersigned's knowledge and belief, the Premises are presently owned by Joseph Tyson, Henry Hodge, and Orlando Tyson. To the best of the undersigned's knowledge and belief, the parties in possession of the Premises are Joseph Tyson, Henry Hodge, and Orlando Tyson, and tenants holding under Joseph Tyson, Henry Hodge, and Orlando Tyson.

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  
Atlanta, Georgia 30308-3036  
(404) 962-3574  
**THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**  
T:(Jul15,22,29)B