

Towns County Herald

Legal Notices for September 9, 2015

NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF HAROLD KIMSEY
All creditors of the estate of Harold Kimsey, 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 required to make immediate payment to the undersigned.
This 13th day of August, 2015.
James H. Kimsey
390 Kimsey Cove Road
Hiawassee, GA 30546
706-896-4654
T(Aug19,26,Sept2,9)B

STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF DONAL H. NORTON
NOTICE TO CREDITORS AND DEBTORS
All creditors of the estate of DONAL H. NORTON, 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 13th day of August, 2015.
Keith D. Norton
794 Crooked Creek Connector
Young Harris, Georgia 30582
T(Aug26,Sept2,9,16)B

NOTICE TO CREDITORS AND DEBTORS

All creditors of the estate of MARGARET H. STEWART, a.k.a MARGARET MOORE STEWART, deceased of Towns County, Young Harris, 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 19th day of August, 2015.
Margie Ann Stewart
2606 Francis Street
Durham, N.C. 27707
William T. Stewart, Jr.
4130 Plunkett Road
Lithonia, G.A. 30305
T(Aug26,Sept2,9,16)B

NOTICE TO DEBTORS AND CREDITORS

TO: All Creditors of Fay A. Floyd, Late of Towns County, Georgia
On behalf of Fay A. Floyd, 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 Fay A. Floyd
C/o Sandra Edward and Tamara Talley - Executor of the Estate
J. Kevin Tharpe, Attorney
150 Glover Road
Cleveland, Georgia 30528
T(Aug26,Sept2,9,16)B

STATE OF GEORGIA COUNTY OF TOWNS

NOTICE TO DEBTORS AND CREDITORS
RE: ESTATE OF MICHAEL DEANGELIS
All debtors and creditors of the estate of Michael Deangelis, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the undersigned, according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This 20th day of August, 2015.
Russell M. Stooker, Attorney at Law
Personal Representative
PO Box 310
Hiawassee, GA 30546
706-896-2241
T(Aug26,Sept2,9,16,23)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Jana Suzanne McClure
All creditors of the estate of Jana Suzanne McClure, 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 28th day of August, 2015
Robby McClure, Personal Representative
1055 Rolling Meadows
Hiawassee, GA 30546
706-897-4394
T(Sept2,9,16,23)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Jerry Eugene Gravitt
All creditors of the estate of Jerry Eugene Gravitt, 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.
Randall J. Gravitt, Personal Representative
PO Box 60281
Jacksonville, FL 32236
904-729-8439
T(Sept2,9,16,23)P

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE: James Lee Coward
Civil Action No.: 15-CV-173-MM
Order for Notice of Petition to Change Name
A petition has been filed in the Superior Court of Towns County, Georgia, on the 27th day of August, 2015, praying for a change in his name from James Lee Coward to James Lee Maney. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition.
This 27th day of August, 2015
Cecil Dye, Clerk
Towns County Superior Court
Enotah Judicial Circuit
T(Sept2,9,16,23)B

NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF William S. Hortos
All creditors of the estate of William S. Hortos, 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 required to make immediate payment to the undersigned.
This 26th day of August, 2015.
Terry W. Covert
631 Palm Springs Drive, Suite 115
Altamonte, FL 32701
407-830-7220
T(Sept9,16,23,30)B

NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Marilyn F. Hortos
All creditors of the estate of Marilyn F. Hortos, 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 required to make immediate payment to the undersigned.
This 26th day of August, 2015.
Paul Diem
631 Palm Springs Drive, Suite 115
Altamonte, FL 32701
407-830-7220
T(Sept9,16,23,30)B

NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Randy Kevin Nicholson
All creditors of the estate of Randy Kevin Nicholson, 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 required to make immediate payment to the undersigned.
This 28th day of August, 2015.
Wilda Joan Davenport
5859 Pat Road
Hiawassee, GA 30546
706-896-2584
T(Sept9,16,23,30)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 Carl S. Schultz and Jeanne S. Schultz to Mortgage Electronic Registration Systems, Inc., as nominee for Urban Financial Group Inc., its successors and assigns, dated May 22, 2013, recorded in Deed Book 535, Page 624, Towns County, Georgia Records, as last transferred to Urban Financial of America LLC by assignment recorded in Deed Book 568, Page 36, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-TWO THOUSAND AND 0/100 DOLLARS (\$252,000.00), 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 October, 2015, 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. Urban Financial of America LLC 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: CeLink, 3900 Capital City Blvd, Lansing, MI 48906 800-761-0073. To the best knowledge and belief of the undersigned, the party in possession of the property is The Estate of Carl S. Schultz and The Estate of Jeanne S. Schultz or a tenant or tenants and said property is more commonly known as 5744 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. Urban Financial of America LLC as Attorney in Fact for Carl S. Schultz and Jeanne S. Schultz McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 63, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.65 ACRES, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ENGINEERING, INC., TOMMY I. PHILLIPS, REGISTERED SURVEYOR #1626, DATED AUGUST 25, 1990, RECORDED IN PLAT BOOK 13 PAGE 305 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. MR/ 10/6/15 Our file no. 5355615 - FT17
T(Sept9,16,23,30)P

NOTICE OF SALE UNDER POWER STATE OF GEORGIA, COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by CHRISTINA SMITH to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR ACOPIA, LLC, dated 10/05/2010, and Recorded on 10/15/2010 as Book No. 482 and Page No. 692-710, AS AFFECTED BY BOOK 483, PAGE 245, TOWNS County, Georgia records, as last assigned to FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$96,300.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in October, 2015, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 103, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.612 ACRES, BEING SHOWN AS TRACT TWO (2) ON A PLAT OF SURVEY PREPARED BY LANDETECH SERVICES, INC., JAMES L. ALEXANDER, R.L.S. #2653 DATED 8/17/04 AS RECORDED IN PLAT BOOK 32, PAGE 230 TOWNS COUNTY, GEORGIA RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART THEREOF. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE holds the duly endorsed Note and is the current assignee of the Security Deed to the property. SETERUS, INC., acting on behalf of and, as necessary, in consultation with FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, SETERUS, INC. may be contacted at: SETERUS, INC., 14523 SW MILLIKAN WAY, SUITE 200, BEAVERTON, OR 97005, 866-570-5277. Please note that, pursuant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 202 JACK CREEK ROAD, HIWASSEE, GEORGIA 30546 is/are: CHRISTINA SMITH or tenant/tenants. 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) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE as Attorney in Fact for CHRISTINA SMITH. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 0000004841607 BARRETT DAVFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.
T(Sept9,16,23,30)P

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Because of a default under the terms of the Security Deed executed by Arvind Raina and Maninder Kaur to Mortgage Electronic Registration Systems, Inc. as nominee for Provident Funding Associates, L.P. dated August 6, 2009, and recorded in Deed Book 460, Page 636, 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 \$312,000.00, 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, October 6, 2015, 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 159, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 3.407 ACRES, AND BEING AS TRACT ONE (1) ON A PLAT OF SURVEY BY T. KIRBY AND ASSOCIATES, INC. DATED 02/22/2008, RECORDED IN PLAT BOOK 38, PAGE 118, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. THE GRANTOR GRANTS TO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND THE RIGHT TO RUN WATER AND UTILITIES TO THE ABOVE DESCRIBED PROPERTY ALONG THE EASEMENT AS SHOWN ON SAID PLAT, RUNNING FROM VICTORIA WOODS ROAD. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 216, PAGE 602, TOWNS COUNTY GEORGIA RECORDS. THE PROPERTY IS ALSO CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD AS PERTAINS TO VICTORIA WOODS SUBDIVISION RECORDED IN DEED BOOK 94, PAGES 130-133 AND DEED BOOK 94, PAGES 207-209, TOWNS COUNTY GEORGIA RECORDS. PROPERTY IS CONVEYED SUBJECT TO THAT PERPETUAL WATER RIGHT TO THE SPRING LOCATED ON THE ABOVE DESCRIBED PROPERTY AND THE RIGHT TO RUN THE NECESSARY WATER LINE TO MAINTAIN SAME, ALONG WITH OTHER CONDITIONS AND LIMITATIONS AS RESERVED BY JERRY SANDERS IN DEED BOOK 199, PAGES 505-506, TOWNS COUNTY CLERKS OFFICE.

Said property is known as 1490 Ada Lane, 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 Arvind Raina and Maninder Kaur, successor in interest or tenant(s). Wells Fargo Bank, N.A. as Attorney-in-Fact for Arvind Raina and Maninder Kaur
File no. 12-037205
SHAPIRO PENDERGAST & HASTY, LLP*
Attorneys and Counselors at Law
2872 Woodcock Blvd., Suite 100
Atlanta, GA 30341-3941
(770) 220-2535/KMM
shapiroandhasty.com
*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
09/09, 09/16, 09/23, 09/30, 2015
[FC-NOS]
T(Sept9,16,23,30)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 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 October 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(Sept9,16,23,30)B

STATE OF GEORGIA TOWNS COUNTY 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 Records, 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 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 October, 2015, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 52, DISTRICT 17, SECTION 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 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 LANDETECH SERVICES, INC., REGISTERED SURVEYOR DATED 3/20/2006 AND RECORDED IN PLAT BOOK 36, PAGE 11 TOWNS COUNTY, GEORGIA RECORDS. SAID PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF THE PROPERTY. THE ABOVE REFERENCED PROPERTY IS CONVEYED 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.

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 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 ROBERT A. WINN or a tenant or tenants. HERBERT W. ALLEN, individually and HERBERT W. ALLEN, as Executor of the Estate of VONNELL ALLEN As Attorney in Fact for ROBERT A. WINN.

Pamela Kendall Floyd
Pamela Kendall Floyd, P.C.
Street Address: 375 N. Main Street
Mailing Address: Post Office Box 1114
Hiawassee, Georgia 30546
706-896-7070
T(Sept9,16,23,30)B