Towns County Herald

Legal Notices for May 15, 2013

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Mary Lou Reich

All creditors of the estate of Mary Lou Reich, 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 12th day of April, 2013.
William K. Mercer, Jr., Attorney at Law,
Person Representative
PO Box 310
Hiawassee, GA 30546
706-896-2241
T(Apr24,May1,8,15)B

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Donald G. Chesebro

All creditors of the estate of Donald G. Chesebro, 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 17th day of April, 2013.
Ruthanne A. Chesebro
Person Representative
4222 Ridgecrest Trail
Hiawassee, GA 30546
706-896-8939
Gayle Gaziamo, Attorney for Estate
PO Box 767
Hiawassee, GA 30546
T(Apr24,May1,8,15)B

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Judith A. Rogers

All creditors of the estate of Judith A. Rogers, 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 6th day of May, 2013.
John E. Rogers,
Person Representative
3404 White Oak St.
Highlands Ranch, CO 80129
303-748-1165
T(May15,22,29,Jun5)B

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of William J. Rogers

All creditors of the estate of William J. Rogers, 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 6th day of May, 2013.
John E. Rogers,
Person Representative
3404 White Oak St.
Highlands Ranch, CO 80129
303-748-1165
T(May15,22,29,Jun5)B

NOTICE OF PETITION TO CHANGE NAME
State of Georgia
County of Towns

Notice is hereby given that Verna Pearl Brinner Roberts, the undersigned, filed her petition to the Superior Court of Towns County, Georgia on the 23rd day of April 2013, praying for a change of her name to Jean Briner Roberts. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such. Objections must be filed with said Court within 30 days of the filing of said petition.

This 23rd day of April, 2013
Verna Pearl Brinner Roberts
T(May1,8,15,22)B

NOTICE OF PETITION TO CHANGE NAME
STATE OF GEORGIA
TOWNS COUNTY

Notice is hereby given that Hermon Eller, the undersigned petitioner, has filed a petition to the Superior Court of Towns County, Georgia on April 29, 2013, praying for a change in the name of petitioner from Hermon Eller to Hermon Emerson Eller. 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 April 29, 2013
Hermon Eller, Petitioner
6820 Upper Hightower Road
Hiawassee, GA 30546
T(May8,15,22,29)B

IN THE JUVENILE COURT
OF TOWNS COUNTY
STATE OF GEORGIA
IN THE INTEREST OF:
SHEILA SWEATMAN
DOB: 05/10/2011
SEX: FEMALE
A CHILD UNDER EIGHTEEN YEARS OF AGE
Case no.: 139-12J-23A

NOTICE OF DEPRIVATION HEARING

TO: JAMES SWEATMAN, legal father of the above-named child.

By Order for Service by Publication dated the 18th day of April, 2013, you are hereby notified that on the 14th day of March, 2013, 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 alleging that the child is deprived and that your parental rights to the child should be terminated. You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant Attorney General Alfred Chang, an answer in writing within sixty (60) days of the date of the Order for Service by Publication.

This Court will conduct a final hearing upon the allegations of the Petition for Termination of Parental Rights against you on the 25th day of June, 2013, at 9:30 a.m. at the Union County Courthouse, Towns, 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.

WITNESS, the Honorable Gerald Bruce, Judge of said Court, this the 18th day of April, 2013.

Judge Gerald W. Bruce
Towns County Juvenile Court
Enotah Judicial Circuit
T(May1,8,15,22)B

NOTICE
GEORGIA, TOWNS COUNTY PROBATE COURT
In Re: Estate of Ola L. Ledford, Deceased
Estate No. 2013-27
Petition For Letters of Administration

TO: Any heir whose current address is unknown and any interest parties known and unknown

Rodney Jacilyn Hesting has petitioned to be appointed Administrator(s) of the estate of Ola L. Ledford, 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 May 29, 2013. All pleadings/objections must be signed 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, Probate Judge
By: Bonnie Sue Dixon, Probate Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T(May8,15,22,29)B

NOTICE
GEORGIA, TOWNS COUNTY PROBATE COURT
In Re: Estate of Claude Raymond Nicholson, Deceased
Estate No. 2013-28
Petition For Letters of Administration

TO: Any heir whose current address is unknown and any interest parties known and unknown

Rodney Darrell Nicholson has petitioned to be appointed Administrator(s) of the estate of Claude Raymond Nicholson, 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 May 29, 2013. All pleadings/objections must be signed 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, Probate Judge
By: Bonnie Sue Dixon, Probate Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING 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 James Melvin McCarter, Jr. and Tonya Cheri McCarter to Mortgage Electronic Registration Systems, Inc., dated August 23, 2007, recorded in Deed Book 414, Page 471, Towns County, Georgia Records, as last transferred to U.S. Bank Trust National Association, not in its individual capacity but solely as trustee for MountainView Mortgage II AIV, Trust A by assignment recorded in Deed Book 531, Page 216, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED TEN THOUSAND AND 0/100 DOLLARS ($210,000.00), 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 June, 2013, 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. U.S. Bank Trust National Association, not in its individual capacity but solely as trustee for MountainView Mortgage II AIV, Trust A is the holder of the Note and 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: RoundPoint Mortgage Servicing Corporation, 5032 Parkway Plaza Boulevard, Suite 200, Charlotte, NC 28217, 704-426-8850. To the best knowledge and belief of the undersigned, the party in possession of the property is James M. McCarter, Jr. and Tonya C. McCarter or a tenant or tenants and said property is more commonly known as 578 Hogsed Road, 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. U.S. Bank Trust National Association, not in its individual capacity but solely as trustee for MountainView Mortgage II AIV, Trust A as Attorney in Fact for James Melvin McCarter, Jr. and Tonya Cheri McCarter McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/pvm 6/4/13 Our file no. 5887912-FT8 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 35, 18th District, 1st Section, Towns County, Georgia, being shown as Tract Two (2) containing 2.030 acres on a plat of survey prepared by Northstar Surveying & Mapping, Inc., W. Gary Kendall, R.L.S. #2788, dated 09/28/06 as recorded in Plat Book 36, Page 162 Towns County Records, which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the road easement as shown on the above referenced plat. The property is conveyed subject to the Right of Way Deed as recorded in Deed Book 69, Page 266 Towns County records. Subject to any easements, restrictions and rights of way of record. MR/pvm 6/4/13 Our file no. 5887912 - FT8
T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from JAMES A. WAGES SR. AND SANDRA FAY WAGES to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE BANK, FSB, dated May 30, 2008, recorded June 11, 2008, in Deed Book 435, Page 467-473, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Seventeen Thousand One Hundred Eight and 00/100 dollars ($217,108.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., secured creditor, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in June, 2013, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND #15 IN THE 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOT 17 OF THE EDGAR ALLISON SUBDIVISION, CONTAINING 0.37 ACRE, MORE OR LESS, AS PER A PLAT OF SURVEY PREPARED BY B. GREGORY, COUNTY SURVEYOR, DATED APRIL 1978, SAID PLAT BEING RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE IN PLAT BOOK 5, PAGE 164, TOWNS COUNTY RECORDS, REFERENCE THERETO BEING HEREMADE FOR A FULL AND COMPLETE DESCRIPTION HEREIN. ADDRESS: 2499 LEISURE LANE; YOUNG HARRIS, GA 30582 TAX MAP OR PARCEL ID NO: 0018B-042

Said legal description being controlling, however the property is more commonly known as 2499 LEISURE LN, 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, including but not limited to the nonpayment of the indebtedness as and when due. 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 creditor 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 JAMES A. WAGES SR. AND SANDRA FAY WAGES, ESTATE AND/OR HEIRS-AT-LAW OF JAMES A WAGES, 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: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Telephone Number: 800-720-3758 for and on behalf of the secured creditor.

BANK OF AMERICA, N.A.
as Attorney in Fact for
JAMES A. WAGES SR. AND SANDRA FAY WAGES

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: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092
Telephone Number: (877) 813-0992 Case No. BAC-12-05071-0008
Ad Run Dates 05/08/2013, 05/15/2013, 05/22/2013, 05/29/2013
www.rubinlublin.com/property-listings.php
T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

By virtue of the power of sale contained in a Security Deed from Brenda C. McCammack to Mortgage Electronic Registration Systems Inc., as nominee for SouthStar Funding, its successors and assigns dated September 14, 2006 recorded in Deed Book 384, Page 421-439 , Towns County Records, and last assigned to Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A. as Trustee for Structured Asset Mortgage Investments II Trust 2007-AR1, Mortgage Pass-Through Certificates Series 2007-AR1, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED FIFTY AND 00/100 ($266,450.00), 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, during the legal hours of sale on the first Tuesday, June 4, 2013 the following described property, to wit:

ALL THAT TRACT OR LAND LYING AND BEING IN LAND LOT 47, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 1.528 ACRES AND LOT TWENTY-ONE (21) OF CHATUGE HEIGHTS SUBDIVISION, PHASE II AS SHOWN ON A PLAT OF SURBEY BY TAMROK ASSOCIATED, INC., DATED JUNE 9, 1999 RECORDED IN PLAT BOOK 25, PAGE 97, TOWNS COUTNY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

THE PROPERTY IS CONVEYED SUBJECT TO RESTRICTIONS OF RECORD AS PERTAINS TO CHATUGE SUBDIVISION AS RECORDED IN TOWNS COUNTY RECORDS.

THE PROPERTY IS CONVEYED SUBJECT TO THE TWENTY (20) FOOT EASEMENT AS SHOWN ON SAID PLAT.

The Debt secured by said Security Deed has been and is hereby declared due because of nonpayment of the indebtedness when due and in the manner provided in the Note and Security Deed. The debt remaining in default, the sale will be made for the purpose of paying the same and all expenses of 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, any assessments, liens, 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 Brenda C. McCammack or, a tenant or tenants, and said property was or is commonly known as 1251 Harris Ridge, Young Harris, GA 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.

Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A. as Trustee for Structured Asset Mortgage Investments II Trust 2007-AR1, Mortgage Pass-Through Certificates Series 2007-AR1
As Attorney in Fact for
Brenda C. McCammack
Martin & Brunavs
2800 North Druid Hills Rd.
Building B, Suite 100
Atlanta, GA 30329
(404) 982-0088
M&B File No.: 13-17841
Publication Dates: May 9, 16, 23, 30, 2013

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR, ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in that certain Deed to Secure Debt (the "Security Deed"), from RMT PROPERTIES, LLC to JASPER BANKING COMPANY, dated May 19, 2006, recorded at Deed Book 372, Page 684, Towns County, Georgia Records, as assigned by that Assignment of Deed to Secure Debt from FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR JASPER BANKING COMPANY, JASPER, GEORGIA to STEARNS BANK, N.A., conveying the after-described property to secure a Note in the original principal amount of Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00), 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, within the legal hours of sale on the first Tuesday in June, 2013 the following:

Phase II: All that tract or parcel of land lying and being in Land Lots 55 and 56, 17th District, 1st Section of Towns County, Georgia, consisting of 14.826 acres and being designated as Shallow Creek at Hiawassee, Phase II, having Homesites 36-81 as shown on Plat of Survey for Shallow Creek at Hiawassee, Phase II. Said plat, dated August 25, 2005 by James L. Alexander, Georgia Registered Land Surveyor No. 2653 is recorded in Plat Book 36, Pages 7-8, Towns County, Georgia Records, with reference made thereto for the purpose of incorporating the same.

Phase III: All that tract or parcel of land lying and being in Land Lots 55 and 56, 17th District, 1st Section of Towns County, Georgia, consisting of 12.543 acres and being designated as Shallow Creek at Hiawassee, Phase III, having Homesites 1-35 as shown on Plat of Survey for Shallow Creek at Hiawassee, Phase III. Said plat, dated December 22, 2005 by James L. Alexander, Georgia Registered Land Surveyor No. 2653 is recorded in Plat Book 36, Pages 9-10, Towns County, Georgia Records, with reference made thereto for the purpose of incorporating the same.

The above described property is made subject to the Declaration of Covenants and Restrictions for The Meadows at Shallow Creek dated May 19, 2006 as recorded in Deed Book 372, Pages 645-679, Towns County, Georgia Records.

The above described property is a portion of the same property which was conveyed by Warranty Deed dated February 15, 2002 from Linda L. Garrett, Jeffrey B. Garrett and Patrick L. Garrett to Honeyside Partners, LLC as recorded in Deed Book 236, Page 735, Towns County, Georgia Records.

LESS AND EXCEPT FROM PHASE II AND PHASE III OF THE ABOVE DESCRIBED PROPERTY:

All that tract or parcel of land lying and being in Land Lots 55, 17th District, 1st Section of Towns County, Georgia, and being designated as Lots 71 and 72 of Shallow Creek at Hiawassee as shown on Plat of Survey for Shallow Creek at Hiawassee, Phase II. Said plat, dated September 19, 2005, prepared by James L. Alexander, Georgia Registered Land Surveyor No. 2653 is recorded in Plat Book 36, Pages 9-10, Towns County, Georgia Records, with reference made thereto for the purpose of incorporating the same.

LESS AND EXCEPT FROM PHASE II AND PHASE III OF THE ABOVE DESCRIBED PROPERTY:

All that tract or parcel of land lying and being in Land Lots 55, 17th District, 1st Section of Towns County, Georgia, and being designated as Lots 3, 7, 28 and 29 of The Meadows at Shallow Creek as shown on Plat of Survey for Shallow Creek at Hiawassee, Phase III. Said plat, dated December 18, 2006, prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042 is recorded in Plat Book 36, Pages 242-243, Towns County, Georgia Records, with reference made thereto for the purpose of incorporating the same.

TOGETHER WITH ALL PERSONAL PROPERTY INCLUDING, BUT NOT LIMITED TO, ALL RIGHTS, EASEMENTS, APPURTENANCES, ROYALTIES, MINERAL RIGHTS, STRUCTURES AND FIXTURES AS MORE PARTICULARLY DESCRIBED IN THE ABOVE REFERENCED SECURITY DEED.

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.

Pursuant to O.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above-described Security Deed is as follows:

Stearns Bank, N.A.
100 Mark Whitfield Street
Jasper, Georgia 30143
Telephone Number: (706) 253-7070

The foregoing notwithstanding, Stearns Bank, N.A. is not required to negotiate, amend or modify the terms of the Security Deed described herein.

To the best knowledge and belief of the undersigned, the party in possession of the property is RMT PROPERTIES, LLC, or tenant or tenants.

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.

STEARNS BANK, N.A.,
as Attorney in Fact for
RMT PROPERTIES, LLC
CAROL V. CLARK
CAROL CLARK LAW
6075 Lake Forrest Drive, Suite 200
Atlanta, GA 30328
(404)250-3300 (Telephone)
(404)250-3306 (Facsimile)
T(May8,15,22,29)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 the Deed to Secure Debt from Jeffrey Blaine Garrett to Bank of Hiawassee, dated February 20, 2008, and recorded in Deed Book 430, Page 69, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification Agreement Memorandum dated August 5, 2011 and recorded in Deed Book 499, Page 158, aforesaid records; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"), and pursuant to that certain Consent Order dated entered April 15, 2013 in Chapter 7 Case No. 13-20655-reb, United States Bankruptcy Court, Northern District of Georgia, Gainesville, Division; 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 June, 2013, the following described real property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 226, TOWNS COUNTY, GEORGIA, BEING KNOWN AS LOT 1 OF SCENIC VIEWS SUBDIVISION, CONTAINING , 1.331 ACRES AS SHOWN ON A PLAT OF SURVEY ENTITLED "FINAL PLAT FOR SCENIC VIEWS BY LANDTECH SERVICES, DATED FEBRUARY 14, 2003, AS RECORDED IN PLAT BOOK 35, PAGES 233-234, IN THE OFFICE OF THE CLERK, SUPERIOR COURT, TOWNS COUNTY GEORGIA, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN.

ALSO CONVEYED IS AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE SUBDIVISION ROADS AS SHOWN ON THE AOBVE REFERENCED PLAT OF SURVEY.

KNOWN AS 3704 SCENIC VIEWS ROAD N/K/A 56 SCENIC VIEW DRIVE, HIAWASSEE, GA 30546

The debt secured by the Security Deed is evidenced by a Note and Consumer Security Agreement, dated February 20, 2008, from Jeffrey Blaine Garrett to Bank of Hiawassee in the original principal amount of $342,902.46; as last modified by that certain Modification Agreement dated August 5, 2011 increasing the principal amount to $350,045.96 (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 Jeffrey Blaine 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 redemptive rights of the Internal Revenue Service, if any; and all 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 Jeffrey Blaine Garrett.

To the best of the undersigned's knowledge and belief, the party in possession of the real property is Jeffrey Blaine Garrett, and tenants holding under him.

Park Sterling Bank, successor by merger to Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Jeffrey Blaine Garrett.

M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING 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 David J. Harris and Kelly Wynn Harris aka Kelly A. Harris to JPMorgan Chase Bank, N.A, dated April 28, 2010, recorded in Deed Book 473, Page 444, Towns County, Georgia Records, as last transferred to Chase Home Finance, LLC by assignment recorded in Deed Book 485, Page 159, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY AND 0/100 DOLLARS ($167,280.00), 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 within the legal hours of sale on the first Tuesday in June, 2013, the following described property: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 90 and 91 of Towns County, Georgia, being designated as Lot Three (3), The Woodlands Subdivision, containing 1.01 acres, more or less, as shown on a plat of survey by Landtech Services, Inc., dated January 8, 2007, recorded in Plat Book 38, Pages 251-253, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof. Subject to the road easements as shown on said plat. Subject to the set-back lines as shown on said plat. Subject to restrictive covenants as recorded in Deed Book 458, Page 331, Towns County, Georgia records. Subject to all matters appearing on the above referenced plat of survey. Also herewith is a non-exclusive perpetual easement for ingress, egress and utilities along Red Bud Lane 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 Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Chase Home Finance, LLC. JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. 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. To the best knowledge and belief of the undersigned, the party in possession of the property is David J. Harris and Kelly Wynn Harris aka Kelly A. Harris or a tenant or tenants and said property is more commonly known as 223 Red Bud 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. JPMorgan Chase Bank, N.A.., successor by merger Chase Home Finance LLC as Attorney in Fact for David J. Harris and Kelly Wynn Harris aka Kelly A. Harris Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/rat 6/4/13 Our file no. 1624210-FT20
T(May8,15,22,29)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 WENDALL JENKINS and DAVID SCOTT BROWN to TOWNS COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated June 12, 2001, recorded July 6, 2001, in Deed Book 222, Page 344, Towns County, Georgia records, as last modified by Modification of Security Deed dated March 27, 2012, recorded in Deed Book 512, Page 247, Towns County, Georgia records, said Security Deed being given to secure a Note from BRASSTOWN DENTAL ARTS, INC. dated March 27, 2012, in the original principal amount of One Hundred One Thousand Nine Hundred Fifty Three and 42/100 ($101,953.42) Dollars, with interest from date at a rate per cent 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 June, 2013, the following described property:

All that tract or parcel of land lying and being in the 1st Section District 17, Land Lot 133, Towns County, Georgia, containing 1.0 acre, more or less, and being more particularly described as follows:

To find the True Point of Beginning start at the intersection of Thomas Town Road and Double Knob Branch; run thence in an easterly direction with Thomas Town Road 352.0 feet to an iron pin; said iron pin being the true point of beginning; running thence with the southwestern right of way of Thomas Town Road South 47 degrees 00 minutes East 102.0 feet South 42 degrees 00 minutes East 100.0 feet South 39 degrees 00 minutes East 96 feet; thence leaving the road south 44 degrees 01 minutes West 318.6 feet to an iron pin; running thence North 02 degrees 30 minutes East 448.0 feet to the True Point of Beginning.

Said property being a portion of that property shown on a plat of survey by Bruce Hunt dated September 1981 which is recorded in Plat Book 10, Page 128, in the Office of the Clerk of the Superior Court of Towns County, Georgia.

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 WENDALL JENKINS and DAVID SCOTT BROWN or a tenant or tenants.

TOWNS COUNTY BANK N/K/A UNITED COMMUNITY BANK,
as attorney in Fact for THOMAS WENDALL JENKINS and DAVID SCOTT BROWN
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03171
T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING 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 Robert R Taylor and Jackilee T. Taylor to Mortgage Electronic Registration Systems, Inc. as nominee for SunTrust Mortgage, Inc. its successors and assigns, dated February 12, 2009, recorded in Deed Book 449, Page 24, Towns County, Georgia Records, as last transferred to Federal National Mortgage Association by assignment recorded in Deed Book 519, Page 726, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED EIGHT THOUSAND SIX HUNDRED AND 0/100 DOLLARS ($208,600.00), 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 June, 2013, 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. Federal National Mortgage Association is the holder of the Note and 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: Seterus, Inc., 14523 S.W. Millikan Way Suite 200, Beaverton, OR 97005, 888-917-3094. To the best knowledge and belief of the undersigned, the party in possession of the property is Robert R Taylor and Jackilee T. Taylor or a tenant or tenants and said property is more commonly known as 773 Crooked Creek Connect, 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. Federal National Mortgage Association as Attorney in Fact for Robert R Taylor and Jackilee T. Taylor McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sp6 6/4/13 Our file no. 5816312-FT8 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 63, District 17, Section 1, Towns County, Georgia records, containing 0.85 acre, more or less, and being Lot "A" of Pine Crest Subdivision, Phase II, as shown on a plat of survey by Tamrok Engineering, Inc., dated 6/4/88, recorded in Plat Book 11, Page 138, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the road right of way as shown on said plat. The property is conveyed subject to the restrictions of record in Deed Book 94, Pages 179-180, Towns County, Georgia records. MR/sp6 6/4/13 Our file no. 5816312 - FT8
T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER

By virtue of the power of sale contained in a Deed to Secure Debt by MERCEDES M MILLER to Bank of America, N.A., dated September 21, 2007 and filed for record September 28, 2007 in Deed Book 417, Page 156, Towns County, Georgia records, and securing a Note in the original principal amount of $62,054.00; there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Towns County, Georgia, between the legal hours of sale on the first Tuesday in June, 2013, by Bank of America, N.A. as Attorney-in-Fact for MERCEDES M MILLER the following property to-wit:

(Attached to and made part of Security Deed from Mercedes M. Miller to Bank of America)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 55, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA AND BEING DESIGNATED AS LOT 7 OF THE MEADOWS AT SHALLOW CREEK AS SHOWN ON PLAT OF SURVEY FOR SHALLOW CREEK AT HIAWASSEE, PHASE III. SAID PLAT, DATED DECEMBER 18, 2006, PREPARED BY WILLIAM F. ROLADER, GEORGIA REGISTERED LAND SURVEYOR NO. 2042, IS RECORDED IN PLAT BOOK 36, PAGES 242-243, TOWNS COUNTY, GEORGIA RECORDS, WITH REFERENCE MADE THERETO FOR THE PURPOSE OF INCORPORATING THE SAME.

CONVEYANCE OF THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS AT SHALLOW CREEK, DATED MAY 2006, AS RECORDED IN DEED BOOK 372, PAGES 645-679, TOWNS COUNTY, GEORGIA RECORDS.

THE ABOVE DESCRIBED PROPERTY IS A PORTION OF THE SAME WHICH WAS CONVEYED BY WARRANTY DEED DATED FEBRUARY 15, 2002 FROM LINDA L. GARRETT (A/K/A LINDA SUE GARRETT), JEFFREY B. GARRETT, AND PATRICK L. GARRETT (A/K/A PAT GARRETT) TO HONEYSIDE PARTNERS, LLC, AS RECORDED IN DEED BOOK 236, PAGE 735, TOWNS COUNTY, GEORGIA RECORDS.

The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees, if applicable.

The property will be sold as the property of the aforesaid grantor subject to the following: all prior restrictive covenants, easements, rights-of-way, security deeds, or encumbrances of record; all valid zoning ordinances; matters which would be disclosed by an accurate survey of the property or by any inspection of the property; all outstanding taxes, assessments, unpaid bills, charges, and expenses that are a lien against the property whether due and payable or not yet due and payable.

Pursuant to O.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows:

Bank of America, N.A.
Home Loan Assistance Dept
7105 Corporate Drive
Plano, TX 75024
1-800-669-6650

The foregoing notwithstanding, nothing in O.C.G.A. § 44-14-162.2 shall be construed to require Bank of America, N.A. to negotiate, amend or modify the terms of the Deed to Secure Debt described herein.

Bank of America, N.A.
as Attorney-in-Fact for
MERCEDES M MILLER
SHUPING, MORSE & ROSS, L.L.P.
By: S. Andrew Shuping, Jr.
6259 Riverdale Road, Suite 100
Riverdale, GA 30274
770-991-0000

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by CARLA BETH CLOER FRANKLIN to the Bank of Hiawassee, being dated July 5, 2008, recorded in Deed Book 437 Pages 412-417, Towns County Georgia records, last assigned to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records; Citizens South Bank having subsequently merged with Park Sterling Bank and Park Sterling Bank being the surviving entity as evidenced by Affidavit Regarding Articles of Merger recorded in Deed Book 521, pages 650-655, Towns County, Georgia records, said Deed to Secure Debt, securing a note dated July 5, 2008 from Carla Beth Cloer Franklin to Bank of Hiawassee, in the original principal amount of $66,747.65, with interest thereon as set forth therein, which debt is secured by the aforementioned Deed to Secure Debt, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in June, 2013, the following described property:

"All that tract or parcel of land lying and being in Land Lot 50, 17th District, 1st Section of Towns County, Georgia, containing 2.434 acres, more or less, as shown on a plat of survey by Tamrok Associates, Inc., dated December 3, 1997, recorded in Plat Book 23, Page 89, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof.

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

The Grantor grants to Grantee a non-exclusive perpetual easement for ingress and egress to the above described property over and across the roadway leading to the above property to US Highway 76.

This conveyance includes the mobile home located thereon, which is personal property. Said mobile home is a 2000 Palmetta II Mobile Home.

Said property is located at 3635 US Hwy 76, Young Harris, GA 30582 a/k/a 3635 Carl Cloer Road, Young Harris, GA 30582."

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. 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 Deed to Secure Debt, 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, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, and matters of record superior to the Deed to Secure Debt, first set out above.

The individual or entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Park Sterling Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument.

Said property will be sold as the property of Carla Beth Cloer Franklin.

To the best knowledge and belief of the undersigned, the party in possession of the property is Carla Beth Cloer Franklin, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine lease or tenancy may have additional rights pursuant to the federal Protecting Tenants at Foreclosure Act of 2009.

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as attorney in fact for Carla Beth Cloer Franklin.

Bruce L. Ferguson
Bruce L. Ferguson, P.C.
150 S. Main Street, Ste. D
Hiawassee, GA 30546
(706)-896-9699

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(May8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, Towns County

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt with Power of Sale from Ryan C. Hood to Community Bank and Trust dated , and recorded , in Deed Book , Pages , Towns County, Georgia Deed records, and any further renewals or modifications thereto, held by SCBT d/b/a CBT, a Division of SCBT pursuant to that Purchase and Assumption Agreement among Federal Deposit Insurance Corporation as Receiver of Community Bank & Trust, SCBT, N.A., and the Federal Deposit Insurance Corporation, dated January 29, 2010 and pursuant to Assignment from Federal Deposit Insurance Corporation as Receiver of Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. n/k/a SCBT d/b/a CBT, a Division of SCBT, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday in June, 2013 by SCBT, d/b/a CBT A Division of SCBT, as Attorney-in-Fact for Ryan C. Hood the following described property:

All that tract or parcel of land lying and being in Land Lot 36, 18th District, 1st Section of Towns County, Georgia, and being known as Tract 3, containing 0.452 acres, more or less; and Tract 3-A, containing 0.149 acres, more or less, and being part of Lot 21 of Hiawassee Lake Estates Subdivision as shown on a plat of survey by Northstar Land Surveying, Inc., W. Gary Kendall, dated October 24, 2002, recorded in Plat Book 28, Page 254, Towns County records which description on said plat is incorporated herein by reference and made a part hereof.

This property is subject to a thirty-two foot (32') road right-of-way of Schaefer Circle as shown on said plat.

This property is subject to restrictions of record as recorded in Deed Book Q-1, Page 131, Towns County records.

This property, located below the 1928' and 1933' contour line of Lake Chatuge, is subject to TVA easement as shown on said plat.

The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, among other possible events of default, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees (notice having been given as provided by law).

The property will be sold subject to the following:

(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above.

To the best of the undersigned's knowledge and belief, the party in possession is Ryan C. Hood and Carrie Walrond Hood or tenant(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 Deed to Secure Debt.

SCBT, d/b/a CBT A Division of SCBT as Attorney-in-fact for Ryan C. Hood.

This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.

The Knott Firm, LLC
670 East Kytle Street
Cleveland, GA 30528
706-219-3227
File No. : F13-6014
T(May8,15,22,29)B