Towns County Herald

Legal Notices for July 11, 2012 COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the Power of Sale

NOTICE OF SALE UNDER POWER NOTICE OF SALE ORDER FOREN GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE ANY INFURMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Jeremiah A Passmore and Shannon E Passmore to Mortgage Electronic Registration Systo wortgage Telectrolic Angistration Sys-tems, Inc., dated March 20, 2008, recorded in Deed Book 429, Page 249, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Coun-trywide Home Loans Servicing, LP by as-signment recorded in Deed Book 502 Page signment recorded in Deed Book 502, Page 207, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of one hundred seven thousand nine hundred ninety-six and 0/100 dollars (\$107,996.00), 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 August, 2012, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEPEOE The debt coursed by easil Sequities. **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 rein the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity 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. The entity that has full authority to negotiate, which may affect said property. amend, and modify all terms of the mortamend, and modify all terms of the mort-gage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mort-gage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeremiah A Passmore and Shannon E Passmore or a tenant or tenants and said property is more commonly known as 4730 Rodovich Drive, commonly known as 4730 rodovich Drive, Young Harris, Georgia 30528. 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 confirma-tion and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the cred-itor's lien on real estate and this law firm Attorney in Fact for Kirt S Kimsey and Melissa Kimsey McCurdy & Candler, L.L.C. (404) 373-1612 will not be seeking a personal money judg-ment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP as Attorney in Fact for Jere-miah A Passmore and Shannon E Passmore McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/em2 8/7/12 Our file no. 5303412-FT11 EXHIBIT "A" All that tract or

NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Fairleen L. Melton All debtors and creditors of the estate of Fairleen L. Melton, deceased, late of Towns

County, Georgia, are hereby notified to ren-der their demands and payments to the Ex-ecutor of the estate, according to the law,

and all persons indebted to said estate are required to make immediate payment to

This 11th day of June, 2012. James L. Melton, Personal Representative 464 Kanuga Street

NOTICE TO DEBTORS AND CREDITORS All creditors of the Estate of Troy Garnet

Spivey, late of Towns County, Georgia deceased, 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

the Executor.

Hiawassee, GA 30546

immediate payment

PO BOX 524 Hiawassee, GA 30546

STATE OF GEORGIA

PO Box 434 Hiawassee, GA 30546 706-970-0195

IN THE SUPERIOR COURT

Civil Action No: 12-CV-179PJ

Jacqueline Reece, Petitioner

In Re: Alexis Christine Jones, a minor and Austin Michael Jones, a minor

Order for Notice of Petition to Change

A petition has been filed in the Superior Court of Towns County, Georgia, on the 8th day of June, 2012, praying for a change in the name of the minor children of the Peti-

tion from Alexis Christine Jones to Alexis Christine Reece and Austin Michael Jones to Austin Michael Reece. 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 12 day of June, 2012

Cecil Dye, Clerk Towns County Superior Court Enotah Judicial Circuit

PROBATE COURT OF TOWNS COUNTY

RE: Estate of Muriel Enzmann, (FORMER) MINOR/WARD

TO WHOM IT MAY CONCERN AND: All known

and unknown interested parties and any-

The conservator(s) of the above estate, has/have applied for Discharge from said guardianship. This is to notify the above

interested party(ies) to show cause, if any they can, why said conservator(s) should not be discharged from office and liability.

All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court, 48

River Street, Suite C, Hiawassee, GA. 30546 on or before August 17, 2012, said date being more than 30 days from the date of

publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary

public or probate court clerk, and filing fees must be tendered with your pleadings,

unless you qualify to file as an indigent party. Contact filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate

court personnel at the below address/telephone number for the required amount of filing fees.

iff any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted with-

GEORGIA, TOWNS COUNTY PROBATE COURT TO: Any heir whose current address is un-

known, all known and unknown interested

parties and anyone else. Clarence E. Johnson has petitioned to be

appointed Administrator(s) of the estate of Scott William Johnson, 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 peti-tion must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before August 13, 2012. All pleadings/objections must be signed before a natary public or before a

signed before a notary public or before a

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 with-

GEORGIA, TOWNS COUNTY PROBATE COURT

TO: Any heir whose current address is un-known, all known and unknown interested

Darlene Hughes has petitioned to be ap-pointed Administrator(s) of the estate of Thomas Ray Chastain, 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 peti-

tion must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before August

7, 2012. 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 with

NOTICE TO DEBTORS AND CREDITORS

All debtors and creditors of the estate of Alice J. Harrell, 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 imme-

diate payment to the undersigned. This the 13th day of June, 2012.

NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF: Leo Joseph Weber All debtors and creditors of the estate of Leo Joseph Weber, deceased, late of Towns

County, Georgia, are hereby notified to ren-der their demands to the undersigned ac-cording to law, and all persons indebted to

said estate are required to make immedi-ate payment to the undersigned. This the 9th day of July, 2012.

Michael H. Weber, Personal Representative

STATE OF GEORGIA. COUNTY OF TOWNS

In the City of Hiawassee, on the Tues, August 7th, 2012 between the hours of 10:00 am and 4:00 pm, there will be sold on the

steps of the Towns County Courthouse, at 48 River Street, at public cryout, to the highest bidder for cash, the following prop-

The Property will be sold subject to all prior

encumbrances of record. The aforesaid Property, or a portion thereof, may be pos-sessed by Mary & Ray Everett. The Property

is being levied on to satisfy the Writ of Fieri Facias (collectively hereinafter referred to

as Fi.Fa) and the lien in favor of Citizens

South Bank (collectively hereinafter re-ferred to as "Plaintiff in Fi.Fa.) against the Property of Mary and Ray Everett (collec-

tively hereinafter referred to as Defendants

The Fi.Fa. was issued in the Superior Court

of Towns County, Georgia, Civil Action No. 2011-SU-CV-68-MM levied on as the Prop-erty of Defendant in Fi.Fa., notice of levy

and sale having been given to the Defen-dant in Fi.Fa. as required by law. "ALL THAT TRACT OR PARCEL OF LAND ly-

ing and being in Land Lots 114, 115, 138 and 139 of the 17th District 1st Section of

Towns County Georgia and being shown as

5.10 acres, more or less on a plat of survey prepared by Bernard Gregory, County Sur-veyor, recorded in Plat Book 10, page 197,

Towns County, Georgia records, said Plat being a part hereof and by this reference, incorporated herein."

Said property having been found to be in the possession of the defendants, Mary and Ray Everett, and levied upon as the

property of the defendants in accordance with the Writ of Fieri Facias stated above. The sale will be held subject to any unpaid

taxes, assessments, rights-of-way, ease-

ments, protective covenants or restric-tions, liens and other superior matters of

record, which may affect said property. The sale will be conducted subject to confirma-

tion that the sale is not prohibited under

the United States Bankruptcy Code. The Towns County Sheriff makes no warran-

ties whatsoever as to the above described

Property. The Sheriff reserves the right to

reject any and all bids made, regardless of the amount, for the purchase of the above

described Property. Purchaser shall pay all costs in connection with the sale. Howick, Westfall, McBryan & Kaplan, LLP

One Tower Creek, Suite 600 3101 Towercreek Parkway

Email: kharrisgude@hwmklaw.com Website: www.hwmklaw.com

VALUED AT LESS THAN \$25,000

30 rifle Serial No. 4693300

Pursuant to O.C.G.A. §16-13-49(n), any party claiming an interest in the follow-

ing property is hereby notified that on the 1st day of May, 2012, said property was seized by the undersigned agency in Towns

Property Seizea: PROPERTY ONE: Winchester Model 94 30-

PROPERTY TWO: Smith & Wesson Model SW40VE handgun, Serial No. DTD0753

PROPERTY THREE: Mossberg Model 500 12 gauge shotgun, Serial No. U010295 PROPERTY FOUR: Maverick Model 88 12

gauge pump shotgun, Serial No. MV49368A PROPERTY FIVE: Flight King High Standard

12 Model RIOT K-102 12 gauge shotgun, no

PROPERTY SIX: Sears and Roebuck Model

79919051 rifle, no serial no. PROPERTY SEVEN: FMJ Model D .45 caliber

Said property was found in the possession of CHARLES CHRISTOPHER LEDFORD, and

was, directly or indirectly, used or intended

for use to facilitate the possession, pos-session with intent to distribute, and/or distribution and sale of MARIJUANA, was

found in close proximity to a quantity of MARIJUANA, or was the proceeds of said illegal activity, in violation of the Georgia

Controlled Substances Act. Further, the

said guns and marijuana were seized from the residence of CHARLES CHRISTOPHER

LEDFORD, at the time of his arrest for dis-

ribution of marijuana, in Towns County,

The owner of said property is purported

Charles Christopher Ledford , 2341 Kelley

Road, Hiawassee, Georgia 30546 Any party claiming an interest in said prop-erty is hereby further notified that you must

file any claim in accordance with O.C.G.A. §16-13-49(n) within 30 days of the second publication of this Notice of Seizure in the

Towns County Herald, a newspaper of general circulation and the legal organ of this county, by serving said claim to the un-

dersigned seizing agency and the District Attorney by certified mail, return receipt

This 29th day of June, 2012.

Union County Courthouse 65 Courthouse Street, Box 6 Blairsville, Georgia 30512

Towns County Sheriff's Office

4070 State Highway 339 Young Harris, Georgia 30582

Pursuant to O.C.G.A. §16-13-49(n), any party claiming an interest in the follow-

ing property is hereby notified that on the

1st day of May, 2012, said property was seized by the undersigned agency in Towns County, Georgia.

PROPERTY ONE: Six hundred and sixty-seven (\$667.00) in U.S. Currency

was, directly or indirectly, used or intended for use to facilitate the possession, pos-

session with intent to distribute, and/or

distribution and sale of MARIJUANA, was

found in close proximity to a quantity of MARIJUANA, or was the proceeds of said

illegal activity, in violation of the Georgia Controlled Substances Act. Further, the said

currency and marijuana were seized from

the residence and the person of CHARLES CHRISTOPHER LEDFORD, at the time of

his arrest for distribution of marijuana, in

The owner of said property is purported

Charles Christopher Ledford, 2341 Kelley

Road, Hiawassee, Georgia 30546 Any party claiming an interest in said prop-

erty is hereby further notified that you must file any claim in accordance with O.C.G.A. §16-13-49(n) within 30 days of the second

publication of this Notice of Seizure in the

Towns County Herald, a newspaper of general circulation and the legal organ of this

county, by serving said claim to the un-dersigned seizing agency and the District Attorney by certified mail, return receipt

requested. This 29th day of June, 2012. JEFFREY LANGLEY

JEFFREY LANGE.

District Attorney

A. Gox-Brakefield

Union County Courthouse 65 Courthouse Street, Box 6

Appalachian Drug Task Force Agent C. Donaldson P. O. Box 188

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-

LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

Under and by virtue of the Power of Sale contained in a Security Deed given by An-drea Lynn Kell and Edward Scott Kell to

Mortgage Electronic Registration Systems, Inc. as nominee for United Community

Mortgage Services, Inc. its successors and

assigns, dated August 8, 2007, recorded in Deed Book 413, Page 42, Towns County,

Georgia Records, as last transferred to JP-

by assignment recorded in Deed Book 504

Page 638, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTY THOU-

with interest thereon as set forth therein there will be sold at public outcry to the highest bidder for cash before the court-

house door of Towns County, Georgia within

the legal hours of sale on the first Tuesday

in August, 2012, the following described property: All that tract or parcel of land ly-

ing and being in Land Lot 82, 17th District, 1st Section, Towns County, Georgia, con-taining 4.371 acres, more or less, and being

part of Tract Three (3) as shown on a plat of survey by LandTech Services, Inc., dated 5/10/2002, recorded in Plat Book 28, page

129, Towns County records which descrip-tion on said plat is incorporated herein by reference and made a part hereof. The

grantor grants to grantee a perpetual ease-ment for ingress and egress to the above described property along the 50 foot ease-

ment as shown on said plat of survey. The property is conveyed subject to the Re-strictions recorded in Deed Book 210, page

728-729, Towns County records. The property is conveyed to the 50 foot road ease-

ment as shown on said plat of survey. The grantor grants to grantee a perpetual ease-ment for a water line, which shall run along the west line of Tract Two (B) and through

Lot Thirty-Nine (39) of Pine Crest Subdivi-sion, Phase I which also serves Tract Two

to a water line and utility easement which

shall serve Tract One (1) and the power line easement which shall serve Tract Two A

(2A) and Tract Three (3). The right, if any, of The United States of America to redeem said land within 120 days from the date of

the foreclosure sale held on August 7, 2012 as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). The debt se-

cured 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

curity 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 in-tent to collect attorney's fees having been

given). 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. Said property

valorem taxes (including taxes which are a

lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-

rate survey and inspection of the property,

any assessments, liens, encumbrances zoning ordinances, restrictions, covenants

and matters of record superior to the Se

curity Deed first set out above. To the best knowledge and belief of the undersigned,

Andrea Lynn Kell and Edward Scott Kell

or a tenant or tenants and said property is more commonly known as 5368 River

Birch Lane, 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. JPMorgan Chase Bank, National As

sociation as Attorney in Fact for Andrea Lynn Kell and Edward Scott Kell Johnson

& Freedman, LLC 1587 Northeast Express-way Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ng4 8/7/12 Our file

GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from ANTHONY

Mortgage Electronic Registration Systems,

Inc as nominee for Pine State Mortgage

June 1, 2009, in Deed Book 456, Page 290,

Towns County, Georgia Records, said Se-curity Deed having been given to secure a

Note of even date in the original principal

amount of One Hundred Sixty-Eight Thou-

(\$168,300,00), with interest thereon as

provided for therein, said Security Deed

CESSOR BY MERGER TO BAC HOME LOANS

SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, there will be sold

at public outcry to the highest bidder for

County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, all property described in said Security Deed including but not limited to the following

ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 7 & 30, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY,

TOWN ESTATES AS SHOWN ON A PLAT OF

SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13,2002, AS RECORDED IN

PLAT BOOK 28. PAGES 134. TOWNS COUNTY.

A MORE COMPLETE LEGAL DESCRIPTION

TIONED PLAT THE PROPERTY IS CONVEYED

INGRESS, EGRESS AND UTILITIES, FIFTY

(50) FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED

TO PLAT OF SURVEY. THE PROPERTY IS

OLD BRASSTOWN ESTATES AS RECORDED

COUNTY GEORGIA RECORDS

DEED BOOK 243, PAGE 731, AS AMEND-AT DEED BOOK 324, PAGE 395, TOWNS

Said legal description being controlling, however the property is more commonly known as 2113 BRASSTOWN LANE, YOUNG

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 indebted-ness 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

Said property will be sold on an "as-is" ba-

sis without any representation, warranty or recourse against the above-named credi-

tor or the undersigned. The sale will also be

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

property; all zoning ordinances; assess-ments; 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 ANTHONY

SILVERS AND STEPHANIE SILVERS. AN-

THONY J. SILVERS, STEPHANIE SILVERS, or

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

The entity having full authority to negoti-ate, amend or modify all terms of the loan (although not required by law to do so) is:

Lender Contact: BAC. Loss Mitigation Dept.

P.O. Box 940070, Simi Valley, CA 93094-

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,

LP FKA COUNTRYWIDE HOME LOANS SER-

BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION

FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-

Attorney Contact: Rubin Lublin, LLC, 3740

Davinci Court, Suite 400, Norcross, GA

Telephone Number: (877) 813-0992 Case No. BAC-11-11001-0006

Ad Run Dates 07/11/2012, 07/18/2012,

07/25/2012, 08/01/2012 www.rubinlublin.com/property-listings.

Pursuant to the Power of Sale contained in

a Security Deed given by William M. Stew-art and Cindy S. Stewart to dated 3/19/2008

and recorded in Deed Book 430 Page 839

TOWNS County, Georgia records; as last transferred to OneWest Bank, FSB by As-

signment filed for record in TOWNS County.

Georgia records, conveying the after-described property to secure a Note in the original principal amount of \$ 368,000.00,

with interest at the rate specified therein

cash before the Courthouse door of TOWNS

County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012

(August 7, 2012), the following described

property: All that tract or parcel of land lying and

being in Land Lot 115, 18th District, 1st Section, Towns County Georgia contain

Section, Towns County, Georgia contain-ing 0.683 acres, and being Lot Seven (7) of

Bear Run subdivision as shown on a plat

recorded in Plat Book 26 Page 141 Towns County records which description on said plat is incorporated herein by reference;

together with a perpetual, nonexclusive easement of ingress and egress to and

from the aforesaid property and Georgia

Highway 288, over, above and across that 50 foot wide ingress-egress easement run-

ning along the northern line as shown on

The property is conveyed subject to the restrictions of record as recorded in Deed

Book 217 Pages 514-517 Towns County

The property is conveyed subject to the

power line easement to Blue Ridge Moun-

The debt secured by said Security Deed

has been and is hereby declared due be-

cause of, among other possible events of default, failure to pay the indebtedness

as and when due and in the manner pro-vided 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

Said property is commonly known as 712

Bear Run Road, Hiawassee, Georgia 30546

together with all fixtures and personal prop-erty attached to and constituting a part of

said property, if any. To the best knowledge

parties) in possession of the subject property is (are): William M. Stewart and Cindy S. Stewart or tenant or tenants.

Said property will be sold subject to: (a)

any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due

and payable), (b) the right of redemption of

any taxing authority, (c) any matters which might be disclosed by an accurate survey

and inspection of the property, and (d) any

assessments, liens, encumbrances, zoning

matters of record superior to the Security

confirmation that the sale is not prohibited

under the U.S. Bankruptcy Code; and (2)

Deed. Pursuant to O.C.G.A. Section 9-13-

172.1, which allows for certain procedures regarding the rescission of judicial and

I sales in the Sta

the Deed Under Power and other foreclo

sure documents may not be provided until

final confirmation and audit of the status of

the loan as provided immediately above.
OneWest Bank, FSB as agent and Attorney

in Fact for William M. Stewart and Cindy S.

Aldridge Connors, LLP, 3575 Piedmont

Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT

COLLECTOR ATTEMPTING TO COLLECT A

DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1164-005

Deed first set out above.

said plat.

survey by Tamrok Associates, Inc., Jon Stubblefield, RLS, dated 1/16/01 and

there will be sold by the undersigned public outcry to the highest bidder

NOTICE OF SALE UNDER POWER,

Telephone Number: 800-720-3758

ANTHONY J. SILVERS

described property:

NOTICE OF SALE UNDER POWER

no. 1528311-FT20

the party in possession of the property

(2A). The property is conveyed subject

Cleveland, Georgia 30528

USED FOR THAT PURPOSE.

Blairsville, Georgia 30512

Enotah Judicial Circuit

By: Cathy A. Cox-Brakefield Chief Assistant District Attorney

Towns County, Georgia.

Conduct giving rise to said seizure: Said property was found in the possession of CHARLES CHRISTOPHER LEDFORD, and

NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000

(706) 439-6027

Inv. B. Wilson

(706) 896-4444

Property Seized:

T(Jul11,18,25)B

Inis 29th day of June, 2012.
JEFFREY LANGLEY
District Attorney
By: Cathy A. Cox-Brakefield
Chief Assistant District Attorney
Enotah Judicial Circuit

Conduct giving rise to said seizure:

Atlanta, Georgia 30339 Tel: 678-384-7000

NOTICE OF SEIZURE OF PERSONAL PROPERTY

County, Georgia.

serial no.

Fax: 678-384-7034

out a hearing.

David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk

COUNTY OF TOWNS
RE: ESTATE OF: Alice J. Harrell

48 River Street, Suite C

STATE OF GEORGIA

Joseph Bert Harrell,

T(Jul11,18,25,Aug1)P

Personal Representative 6555 NW 37 Ave. Coconut Creek, FL 33073

600 Boarshead Drive Port Orange, FL 32127

386-562-5683

out a hearing.
David Rogers, Probate Judge

By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C

parties and anyone else.

Hiawassee, GA 30546

T(Jul11,18,25,Aug1)B

out a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon

Probate/Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546

706-896-3467

OF TOWNS COUNTY

706-896-9699

This the 2th day of July, 2012.

Bruce L. Ferguson, Attorney for Earl Chester White, Administrator

of the Estate of Troy Garnet Spivey

TOWNS COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Jeanne Ruth Conrad Johnson All debtors and creditors of the estate of Jeanne Ruth Conrad Johnson, deceased,

late of Towns County, Georgia, are hereby notified to render their demands and pay-ments to the Executor of the estate, accord-

ing to the law, and all persons indebted to said estate are required to make immedi-ate payment to the Executor.

This 28th day of June, 2012. Clarence Johnson, Personal Representa-

as shown on the above plat of survey. parcel of land lying and being in the 17th District, 1st Section, Land Lots 205 and 206 T(Jul11,18,25,Aug1)B of Towns County, Georgia, containing 1.00 acre, more or less, and being the remaining portion of that 3.21 acre tract as shown on **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA COUNTY OF TOWNS a plat of survey by M.E. Richards dated July 23, 1985 and recorded in Towns County Re-cords in Plat Book 8, Page 187. Three tracts having been previously conveyed as shown in Towns County Records in Plat Book 24, Page 101, Plat Book 24, Page 1, and Plat Book 23, Page 156. The property is subject to road easements as shown on plat. The property is subject to an easement to Blue

line agreement as recorded in Deed Book 80, page 572, Towns County Records The property is subject to the restrictions as

recorded in Deed Book 107, pages 668-669, Towns County Records. Grantors also grants to grantee a non-exclusive perpet-

ual easement for ingress and egress to the above described property along the road as shown on said plat. Easement running from

Upper Plott Town Road. MR/em2 8/7/12 Our file no. 5303412 - FT11

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-

LECTOR 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 Jeffery Lovelady and Detra Lovelady to Mortgage Electronic Registration Systems, Inc., dated May 5, 2008, recorded in Deed Book 434, Page 52, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicion I P formerly known

Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 501,

Page 821, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-TWO THOU-

SAND THREE HUNDRED AND 0/100 DOLLARS (\$252,300.00), with interest thereon as set

forth therein, there will be sold at public

fore the courthouse door of Towns County,

Georgia within the legal hours of sale on the first Tuesday in August, 2012, 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

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 re-maining in default, this sale will be made for the purpose of paying the same and all

expenses of this sale, as provided in Secu-rity 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 va-lorem taxes (including taxes which are a

lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property,

any assessments, liens, encumbrances zoning ordinances, restrictions, covenants

and matters of record superior to the Se

curity Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with

the debtor is: Bank of America, N.A., 177

Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100.

Please understand that the secured creditor

is not required by law to negotiate, amend, or modify the terms of the mortgage instru-

ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeffery Lovelady and

Detra Lovelady or a tenant or tenants and said property is more commonly known as 593 Glen Rd, 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. This law firm is seeking solely to

foreclose the creditor's lien on real estate

and this law firm will not be seeking a per-sonal money judgment against you. Bank of

America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP

as Attorney in Fact for Jeffery Lovelady and Detra Lovelady McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia

30076 www.foreclosurehotline.net MR/

em2 8/7/12 Our file no. 5405512-FT11 EX-HIBIT "A" All that tract or parcel of land

lying and being in the 18th District, 1st Sec-tion, Land Lot 231, Towns County, Georgia

containing 2.69 acres, as shown on a plat

of survey prepared by Tamrok Engineering, Inc., Tommy J. Phillips, RLS, dated 5/2/90, recorded in Plat Book 14, Page 29, Towns

County Records which description is in-corporated herein by reference, and being more particularly described as follows: Be-

ginning at the corner common to Land Lots 231, 232, 256, and 257 of said District and Section; thence running N 0 degrees 03'

45" E 956.54 feet to an iron pin, the same being the true point of beginning, thence running S 89 degrees 24' 47" W 478.98 feet

to an iron pin; thence running N 18 degrees 20' 24" W 239.13 feet to an iron pin; thence running N 89 degrees 30' 16" E 553.23 feet

to an iron pin; thence running S 00 degrees

ginning. Also conveyed herein is an ease

ment of ingress and egress to and from the above described tract running along the presently existing 20 foot right of way for

Glen Road as shown on said plat of survey; thence leaving said road right of way

vey; thence leaving said road right of many and running Northeasterly, with the pres-

ently existing private driveway of grantor located upon the 1.80 acre tract as shown on the above referenced plat of survey,

and thence to continue from the end of the

erly direction, crossing the northern apex

of the 1.00 acre tract shown on said plat.

to the northwestern corner of the above described tract. Address: 593 Glen Rd; Hia-

wassee, GA 30546 Tax Map or Parcel ID No.:

00470-030-000 MR/em2 8/7/12 Our file no.

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR 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 Car-men W. Willis to National City Mortgage a Division of National City Bank of Indiana,

dated March 22, 2006, recorded in Deed Book 366, Page 144, Towns County, Geor-gia Records, conveying the after-described

property to secure a Note in the original principal amount of ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED AND 0/100 DOL-

LARS (\$130,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash

hefore the courthouse door of Towns Coun-

periore the cournouse door of lowns County, Georgia within the legal hours of sale on the first Tuesday in August, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOE The dath coursed by add Course

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 re-maining in default, this sale will be made

for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity 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 valor-

em 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. The entity that has full authority to negotiate, amend, and mod-

ify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Mi-amisburg, OH 45342, 800-523-8654. Please

understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instru-

ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Carmen W. Willis and Car-

men Denton or a tenant or tenants and said property is more commonly known as 458 Chatuge Trail, 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. This law firm is seeking solely to fore

close the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank,

National Association, successor by merger to National City Bank, successor by merger to National City Mortgage, a division of Na-

tional City Bank of Indiana as Attorney in

Fact for Carmen W. Willis McCalla Raymer, LLC 1544 Old Alabama Road Roswell,

Georgia 30076 www.foreclosurehotline

net MR/dmo 8/7/12 Our file no. 5576012-FT8 EXHIBIT "A" All that tract or parcel of

land lying and being in the 18th District, 1st Section, Land Lots 2 and 37 of Towns County, Georgia, containing 0.514 acre, and

being more particularly described as Lot 7 of Chatuge Trail Subdivision, as shown on a plat of survey by Tamrok Associates, Inc., Jon G. Stubblefield, RLS, dated 4-4-97 and recorded in Plat Book 23, Page 64 of the Towns County Records, said plat being incorporated bersin by reference; together.

incorporated herein by reference; togethe

land lying and being the aforedescribed lot

and the centerline of Mull Road, subject to

the road right of way; and together with an easement of ingress and egress to and

from Mull Road and the aforedescribed lot

over, above and across Chatuge Trail, a 50

foot wide right of way, as shown on said

plat of survey. The above described prop-erty is conveyed subject to the easement in favor of Blue Ridge Mountain EMC as

recorded in Deed Book 156, Page 704 of the Towns County Records; and the subject to

the Reservations and Restrictive Covenants

pertaining to Chatuge Trail Subdivision as recorded in Deed Book 161, Pages 694-695, and Deed Book 163, Pages 517-519 of the

Towns County Records: and subject to all

road rights of way, building set-back lines, and other matters as shown on the plat of

survey for Chatuge Trail Subdivision, as recorded in Plat Book 23, Page 64 of the Towns County Records. MR/dmo 8/7/12 Our

LECTOR 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 C. Bazzinotti and Pia K. Johans-

son to National City Mortgage a Division of National City Bank of Indiana, dated July 13, 2006, recorded in Deed Book 377,

Page 493, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of THREE HUNDRED TWO THOU-

SAND FOUR HUNDRED AND 0/100 DOLLARS

(\$302,400.00), with interest thereon as set

forth therein, there will be sold at public outcry to the highest bidder for cash be-

fore the courthouse door of Towns County,

Georgia within the legal hours of sale of

the first Tuesday in August, 2012, the fo

HEREOF The debt secured

lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART

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 re-maining in default, this sale will be made

for the purpose of paying the same and all

expenses of this sale, as provided in Secu-rity 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 va-lorem taxes (including taxes which are a

lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property,

any assessments, liens, encumbrances zoning ordinances, restrictions, covenants

and matters of record superior to the Secu-

rity Deed first set out above. The entity that

has full authority to negotiate, amend, and modify all terms of the mortgage with the

debtor is: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342, 800-523-8654. Please understand that the secured

creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and be-

lief of the undersigned, the party in possession of the property is James C. Bazzinotti and Pia K. Johansson or a tenant or ten-

ants and said property is more commonly

known as 1256 Garnet Hooper, 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

solely to foreclose the creditor's lien on real

estate and this law firm will not be seeking a personal money judgment against you. PNC Bank, National Association, successor

by merger to National City Bank, successor by merger to National City Mortgage, a division of National City Bank of Indiana

as Attorney in Fact for James C. Bazzinotti and Pia K. Johansson McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia

30076 www.foreclosurehotline.net MR/dmo

All that tract or parcel of land lying and be

ing in Land Lots 139 & 166, 18th District, 1st Section, Towns County, Georgia, containing

2.359 acres, and being shown as Tract 2R

on a plat of survey done by Northstar Land Surveying, Inc., dated 5/28/02 and revised

7/7/06 and filed and recorded at Plat Book 36, Page 74, Towns County, Georgia records, which description on said plat being incorporated herein by reference. The property is

conveyed subject to all matters and condi-

of survey. The property is conveyed subject

to easements to BRMEMC as recorded in Deed Book 95, Pages 802-803 and Deed Book 254, Page 31, Towns County, Georgia records. MR/dmo 8/7/12 Our file no.

Under and by virtue of the power of sale contained in a Security Deed from JOSHUA

R. SHOOK to UNITED COMMUNITY BANK

dated July 10, 2007, recorded July 11, 2007, in Deed Book 410, Page 235, Towns County,

Georgia records, as last modified by Modifi

recorded in Deed Book 476, Page 190, Towns County, Georgia records, said Security Deed being given to secure a Note from JOSHUA REID SHOOK and MARK J. SHOOK dated May

14, 2010, in the original principal amount of Seventy Three Thousand Seven Hundred Twenty Six and 46/100 (\$73,726.46) Dol-

lars, 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

sale on the first Tuesday in August, 2012, the following described property: All that tract or parcel of land lying and be-

ing in Land Lot 62, 17th District, 1st Section, and being shown as Lot 3A, containing 0.662 acres, more or less, and Lot 2, con-

taining 0.973 acres, more or less, as shown on plat of survey by Landtech Services, Inc., dated 5/18/2005, By James L. Alexander

RLS. #2653, and recorded in Deed Book 35, Page 61, Towns County, Georgia Records said plat being incorporated herein by ref-

erence and made a part hereof. Also conveyed herewith is all of Grantor Rights, Title and Interest, if any, in and to

Tract 3B, containing 0.101 acres, more or less, Tract 2A, containing .232 acres more or less, as shown on the above referenced

plat of survey, subject to US HWY 76 right

Property is conveyed subject to matters

as shown in the above referenced plat of

Property is conveyed subject to covenants

and restrictions for Pinecrest Subdivision

as recorded in Deed Book 72, Page 227, and Deed Book 115, Page 61 and as amended

in Deed Book 251, Page 641, Towns County,

Property is conveyed subject to easements

in favor of Blue Ridge Mountain EMC. The debt secured by said Security Deed has been and is hereby declared due be-

cause of, among other possible events of

and when due and in the manner provided

in the Note and Security Deed. The debt re-maining in default, this sale will be made

for the purpose of paying the same and all

expenses of this sale, as provided in the Se-curity 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 in-

spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and

matters of record superior to the Security

To the best knowledge and belief of the

undersigned, the party in possession of the property is JOSHUA R. SHOOK or a tenant

UNITED COMMUNITY BANK, as attorney in Fact for JOSHUA R. SHOOK

File No. 7484A-03321 This Law Firm is attempting to collect

A DEBT. ANY INFORMATION OBTAINED WILL

By virtue of a Power of Sale contained in that certain Security Deed from PATRICA M. CARRODUS AND ROBERT L. CARRODUS to

Mortgage Electronic Registration Systems

Lender, dated April 26, 2004, recorded May

3, 2004, in Deed Book 302, Page 738-754, Towns County, Georgia Records, said Se-curity Deed having been given to secure a

Note of even date in the original principal amount of One Hundred Forty-Six Thou-sand Four Hundred and 00/100 dollars

(\$146,400.00), with interest thereon as pro-vided for therein, said Security Deed having been last sold, assigned and transferred to

THE BANK OF NEW YORK MELLON FKA THE

BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF THE CWMBS INC.,

CHL MORTGAGE PASS-THROUGH TRUST

2004-12, MORTGAGE PASS THROUGH CER-TIFICATES, SERIES 2004-12, there will be

sold at public outcry to the highest bid-der for cash before the courthouse door

of Towns County, Georgia, within the legal

hours of sale on the first Tuesday in August,

2012, 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 lots 8 and 29, 17th

DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.85 ACRE, AND BE-ING LOT 56 OF WOODLAKE SUBDIVISION, AS

SHOWN ON A PLAT OF SURVEY BY TAMROK

ENGINEERING, INC., R.S. #1626, DATED OC-TOBER 16, 1989, RECORDED IN PLAT BOOK

11. PAGE 295. TOWNS COUNTY. GEORGIA RE-

CORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE

THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD PERTAINING

TO WOOD! AKE SURDIVISION AS RECORDED

TY IS SUBJECT TO THE ROAD FASEMENTS

GRANTED TO BLUE RIDGE MOUNTAIN EMC

AS RECORDED IN DEED BOOK 99, PAGE 636-637, TOWNS COUNTY, GEORGIA RECORDS

Said legal description being controlling, however the property is more commonly known as 2071 WOODLAKE LANE, YOUNG

Deed has been and is hereby declared due

because of default under the terms of said

limited to the nonpayment of the indebted-

ness as and when due. The indebtedness

for the purpose of paying the same, all ex-

penses 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.

sis 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; assess-ments; liens; encumbrances; restrictions;

covenants, and any other matters of record

in possession of the property is PATRICA M. CARRODUS AND ROBERT L. CARRODUS, PATRICA M. CARRODUS, ROBERT L. CAR-

RODUS, ESTATE OF ROBERT L. CARRODUS,

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

The entity having full authority to negotiate,

amend or modify all terms of the loan (al-though not required by law to do so) is: Lender Contact: BAC, Loss Mitigation Dept.,

P.O. Box 940070, Simi Valley, CA 93094-

THE BANK OF NEW YORK MELLON FKA THE

CHL MORTGAGE PASS-THROUGH TRUST

2004-12, MORTGAGE PASS THROUGH CER-TIFICATES, SERIES 2004-12

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 PUR-

Attorney Contact: Rubin Lublin, LLC, 3740

Davinci Court, Suite 400, Norcross, GA Telephone Number: (877) 813-0992

Ad Run Dates 07/11/2012, 07/18/2012, 07/25/2012, 08/01/2012

www.rubinlublin.com/property-listings.

By virtue of a Power of Sale contained in

that certain Security Deed from JAMES A WAGES SR., SANDRA FAY WAGES to MORT-

GAGE ELECTRONIC REGISTRATION SYS

TEMS, INC., AS NOMINEE FOR COUNTRYWIDE BANK, FSB, dated May 30, 2008, recorded

June 11, 2008, in Deed Book 435, Page 467-

173, Towns County, Georgia Records, said

Security Deed having been given to secure

a Note of even date in the original principal

(\$217,108.00), with interest thereon as pro-vided for therein, said Security Deed having

to Bank of America, N.A., Successor by Merger to Bac Home Loans Servic-ing, LP FKA COUNTRYWIDE HOME LOANS

SERVICING. LP. there will be sold at public

the courthouse door of Towns County, Geor

gia, within the legal hours of sale on the

first Tuesday in August, 2012, all property described in said Security Deed including

but not limited to the following described

ALL THAT TRACT OR PARCEL OF LAND LY-

ING AND BEING IN LAND #15 IN THE 17TH

OF THE EDGAR ALLISON SUBDIVISION.

CONTAINING 0.37 ACRE, MORE OR LESS AS PER A PLAT OF SURVEY PREPARED B

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

DESCRIPTION HEREIN, ADDRESS: 2499 LEI

Said legal description being controlling, however the property is more commonly known as 2499 LEISURE LN, YOUNG HAR-

Deed has been and is hereby declared due

because of default under the terms of said

limited to the nonpayment of the indebted-

ness as and when due. The indebtedness

for the purpose of paying the same, all ex-

penses 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.

sis 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; assess-ments; liens; encumbrances; restrictions;

covenants, and any other matters of record

of the undersigned, the owner and party

in possession of the property is JAMES A. WAGES SR., SANDRA FAY WAGES, ESTATE OF JAMES A. WAGES SR., 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

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is:

Lender Contact: BAC, Loss Mitigation Dept., P.O. Box 940070, Simi Valley, CA 93094-0070

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,

LP FKA COUNTRYWIDE HOME LOANS SER-

JAMES A. WAGES SR., 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 PUR-

Attorney Contact: Rubin Lublin, LLC, 3740

Davinci Court, Suite 400, Norcross, GA 30092

www.rubinlublin.com/property-listings.

Telephone Number: (877) 813-0992 Case No. BAC-12-05071-0003 Ad Run Dates 07/11/2012, 07/18/2012, 07/25/2012, 08/01/2012

as Attorney in Fact for

. T(Jul11,18,25,Aug1)B

superior to said Security Deed.

RIS. GA 30582.

as Attorney in Fact for PATRICA M. CARRODUS AND ROBERT L. CARRODUS

Case No. BAC-11-11619-0004

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

T(Jul11,18,25,Aug1)B

superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party

ΑΝΟ ΜΑΝΕ Α ΡΑΚΤ HERENE

HARRIS. GA 30582.

Stites & Harbison, PLLC

(706) 632-7923

T(Jul11,18,25,Aug1)B

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY

County, Georgia, within the legal hours

NOTICE OF SALE UNDER POWER

T(Jul11,18,25,Aug1)B

file no. 5576012 - FT8

NOTICE OF SALE UNDER POWER

T(Jul11,18,25,Aug1)B

T(Jul11,18,25,Aug1)B

GEORGIA, TOWNS COUNTY

T(Jul11,18,25,Aug1)B

USED FOR THAT PURPOSE.

hereof. The property is conveyed subject to the road Right of Way as shown on the above plat and subject to the electric lines which has the property address of 349 Hog Creek Road, Hiawassee, Georgia., together with all fixtures and other personal propterms of the note secured by said deed.

with an incure said other personal prop-erty conveyed by said deed.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, liens, and other superior matters of record 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 Notice has been given of intention to col-lect attorneys' fees in accordance with the Said property will be sold as the property of Kirt S Kimsey and Melissa Kimsey and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforemen-tioned Security Deed. Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Coun-trywide Home Loans Servicing LP Attorney in Eact for www.mccurdycandler.com Towns County Herald Publication Dates:07-12-2012, 07-19-2012, 07-26-2012, 08-02-2012
File No. 11-14221 /FNMA/kjenrette
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS 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 Deed to Secure Debt given by ROBERT HEMPSTEAD AND BRIGITTE HEMP-STEAD AND A/K/A BRIGETTE HEMPSTEAD to ARGENT MORTGAGE COMPANY, LLC , dated 11/06/2003, and Recorded on 01/12/2004 Ridge Mountain EMC as recorded in Deed Book168, page 336, Towns County Records. The property is subject to the boundary

as Book No. 293 and Page No. 579-597, TOWNS County, Georgia records, as last assigned to JPMC SPECIALTY MORTGAGE, LLC F/K/A WM SPECIALTY MORTGAGE, LLC, by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$168,300.00, 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 August, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT 15TS ESCHON LAND LOT 120 18TH DISTRICT, 1ST SECTION, LAND LOT 120 OF TOWNS COUNTY, GEORGIA CONTAINING 0.70 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY E. GREGORY, COUNTY SURVEYOR, DATED SEPTEMBER 1978, AND RECORDED IN PLAT BOOK 5, PAGE 261 OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFER

ENCE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN LOCATED ON THE NORTH SIDE OF BUGSCUFFLE ROAD, BEING 1271.7 FEET EAST FROM THE JUNC-TION OF GEORGIA HIGHWAY 75/US HIGH-WAY 76 AND BUGSCUFFLE ROAD; THENCE RUNNING ALONG THE NORTHER RIGHT OF WAY OF BUGSCUFFLE ROAD N 77 DEGREES E 151.2 FEET TO AN IRON PIN AT A FENCE; THENCE RUNNING NORTH 3 DEGREES 30' W 190 FEET TO AN IRON PIN; THENCE RUNNING NORTH 89 DEGREES 45' W 136.8 FEET TO AN IRON PIN: THENCE RUNNING 5 2 DEGREES W: 24 FEET TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY CONVEYED TO ROBERT HEMPSTEAD AND BRIGETTE HEMP-STEAD AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP BY DEED FROM ALTON H. JONES JR. AND MIRIAM E. JONES, RECORD-JUNES JR. ANN MINIAM E. JUNES, RECHI-ED 05/12/1998 IN DEED BOOK PAGE 168/147 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). The entity that has full authority to negotiate, amend, and modify all terms of the mort-gage with the debtor is: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCES-SOR BY MERGER TO CHASE HOME FINANCE LLC, 3415 VISION DRIVE, Foreclosure, CO-LUMBUS, OH 43219, 800-848-9136. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the under-

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 foreclo sure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. JPMC SPECIALTY MORTGAGE, LLC F/K/A WM SPECIALTY MORTGAGE, LLC as Attorney in Fact for ROBERT HEMPSTEAD AND BRIGITTE HEMPSTEAD AND A/K/A BRIGETTE HEMPSTEAD. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING TO COLLECT A DEBT. ANY INFORMA-TION OBTAINED WILL BE USED FOR THAT PURPOSE. 20120187401531 BARRETT DAF-FIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. T(Jul11,18,25,Aug1)B **GEORGIA. TOWNS COUNTY** Under and by virtue of the Power of Sale contained in that Security Deed given by Elizabeth Irene Phillips to Bank of Hiawassee, being dated May 27, 2004, recorded in Deed Book 305 Pages 623-633, Towns County Georgia records, as modified in Deed Book 376, Pages 641-644, Deed Book 409 Pages 132-135, Deed Book 438, Pages 688-691, Deed Book 450, Pages 15-18 and Deed Book 475, Pages 394-397, Towns County Georgia records, last assigned to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records, said Deed to Secure Debt, as modified, being given to secure a note from Elizabeth Irene (Betty) Phillips to Bank of Hiawassee dated June 23, 2006, as subsequently modified, in the original principal amount of \$252,090.27, with interest there-on as set forth in said Note and subsequent modifications, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, the fol-lowing described property: "All that tract or parcel of land lying and being in Land Lot 20, 17th District, 1st Section, Towns County, Georgia, containing 0.59 acres and being shown as Lot 36 of Chatuge Shores Subdivision #1, a plat of survey by Land Tech Services, Inc., dated March 22, 2004, recorded in Plat Book 32, Page 67, Towns County records, which description on said plat is incorporated herein by reference and made a part hereof.

is Tim Brock of Citizens South 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. To the best knowledge and belief of the undersigned, the party in possession of the property is Elizabeth Irene Phillips, or a tenant or tenants. Any person who occu-pies 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. Citizens South Bank as attorney in fact for Elizabeth Irene Phillips. 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 COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Jul11,18,25,Aug1)B **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA COUNTY OF TOWNS Under and by virtue of the Power of Sale contained in a Security Deed given by Bryan David Villella to IndyMac Bank, F.S.B., after-described property to secure a Note in the original principal amount of Twenty—Two Thousand Fifty and 00/100 DOLLARS (\$22,050.00), with interest thereon as set forth therein, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebt.

DENTIAL OR COMMERCIAL PURPOSES. Said property is known as Lot 1 Country Acres, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a party of said property, if any. Said property will be sold as the property of Bryan David Villella, the property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Bryan David Villella or a ten-ant or tenants. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet 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 ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. 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. Pursuant to O.C.G.A. Section 9-13-172.1. which allows for certain procedures regarding the rescission of judicial and noniudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation of the audit of the status of the loan as provided immediately above.
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 re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Se-curity Deed and by law, including, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as provided by law.
Pursuant to O.C.G.A. 44-14-162.2, the name, thority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: IndyMac Mortgage Services, a Division of OneWest Bank, 888 East Walnut Street, Pasadena, CA 91101, 1-877-908-4357. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instru-Deutsche Bank National Trust Company, as trustee of IndyMac Loan Trust Mortgage Backed Certificates Series 2004-L1 under the Pooling and Servicing Agreement dated June 1, 2004 as Attorney in Fact for Bryan David Villella Morris|Hardwick|Schneider, LLC 1301 Hightower Trail, Suite 305 Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Jul11,18,25,Aug1)B NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR 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 Gloria Ann Swanson to The Bank of Hiawassee, dated November 13, 1997, recorded in Deed

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 Gloria A. Swanson or a tenant or tenants and said property is more commonly known as 351 Rolling Acres, 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, National Association, succes-Washington Mutual Bank, FA successor in T(Jul11,18,25,Aug1)B NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA. roperty hereinafter described. ollowing described property: County, Georgia records. Dated this 4th day of July, 2012. Stephens Federal Bank, Attorney-in-fact for

corded February 8, 2006, in Deed Book 375, Bank pursuant to that certain Purchase and Assumption Agreement dated as of September 17, 2010, by and among Community & Southern Bank, The Federal De-Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 512, Page 116, Towns County Records, said Security Deed ary 9, 2009, in the original principal amount of One hundred Five Thousand Three Hunlars, with interest from date at a rate per 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, 2012, the following described property:
All that tract or parcel of land lying and be ing in Land Lot 226 of the 18th District, 1st larly described and delineated according to a plat and survey entitled "final Survey for Scenic Views" prepared by Landtech Services, Inc., dated February 14, 2003 as attorney's fees having been given). Deed first set out above. as attorney in Fact for ANDREW J. GANO and MARTHA L. GANO Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 WILL BE USED FOR THAT PURPOSE.

MADE A PART HEREOF fees having been given). The entity that has full authority to ne instrument. liens, encumbrances, zoning ordinances restrictions, covenants, and matters of re 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 To the best knowledge and belief of the undersigned, the party in possession of the property is H. Lamar Sikes or a tenant or tenants and said property is more com-monly known as 1160 Frog Pond Road, Hiavassee, GA 30546. CitiMortgage, Inc. as Attorney in Fact for H. Lamar Sikes Morris|Hardwick|Schneider, LLC 1301 Hightower Trail, Suite 305 Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net MHS File #: GA-91000511-12 THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 17TH DISTRICT, 1ST SECTION, LAND LOT 57, TOWNS COUNTY, GEORGIA, CONTAINING 1.00 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SUR-VEY BY TAMROK ASSOCIATES, INC. DATED JUNE 23, 1999 AND RECORDED IN PLAT BOOK 25, PAGE 102, TOWNS COUNTY RE-CORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE. ALSO CONVEYED HEREWITH IS AN EASEMENT FOR INGRESS ROAD TO THE ABOVE DESCRIBED PROP-ERTY ACROSS PROPERTY OF WALDROUP AS MORE PARTICULARLY DESCRIBED IN DEED BOOK 329, PAGE 126-127, TOWNS COUNTY, GEORGIA RECORDS. THE PROPERTY IS CON-VEYED SUBJECT TO THE 50' EASEMENT AS SHOWN ON THE ABOVE REFERENCE PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO THE PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO HILTON HILL SUBDIVISION DATED SEPTEMBER 30, 1976 AND RECORDED IN DEED BOOK 58,

contained in a Security Deed given by Jef-frey E. Generas and Cindy C. Arrington to Citizens Fidelity Mortgage Corp., dated 01/28/2003, recorded on February 3, 2003 in Deed Book 263 at Page 334, Towns County, Georgia Records. Having been last sold assigned trapefored and conveyed sold, assigned, transferred and conveyed to Deutsche Bank National Trust Company, as Trustee of Residential Asset Securitization Trust Series 2003-A2, Mortgage Pass-Through Certificates, Series 2003-B under the Pooling and Servicing agreement dated February 1, 2003 by Assignment convey-ing the after-described property to secure a Note in the original principal amount of 368,000.00, with interest thereon as set forth therein, 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 August 7, 2012 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 de-scribed in said Deed, to-wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 51 AND 58, 17TH
DISTRICT, 1ST SECTION, TOWNS COUNTY,
GEORGIA, CONTAINING 1.24 ACRES, AND
BEING LOT 25, BLOCK G, LAKE FOREST ESTATES, AS SHOWN ON A PLAT OF SURVEY BY
JAMES A. LONG, REGISTERED SURVEYOR
#1579 DATED EFRILARY 15 1986 AND RE-#1579. DATED FEBRUARY 15, 1986 AND RE-CORDED IN PLAT BOOK 10, PAGE 61, TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE.
THE PROPERTY IS CONVEYED SUBJECT TO THE ROAD EASEMENT WHICH BOUNDS THE TRACT AS SHOWN ON SAID PLAT OF SUR-VET.
THE GRANTORS GRANT TO GRANTEE A
NON-EXCLUSIVE PERPETUAL EASEMENT
FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY, SAID EASEMENT TO RUN FROM U.S. HIGHWAY 76 ALONG THE ROADS IN LAKE FOREST ESTATES. THE PROPERTY IS SUBJECT TO THE RES-ERVATIONS AND RESTRICTIVE COVENANTS
PERTAINING TO LAKE FOREST ESTATES AS RECORDED IN DEED BOOK 80, PAGE 178-180, TOWNS COUNTY, GEORGIA RECORDS.
Said property is known as 1125 Ramey Mountain Rd. Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a party of said property, if Said property will be sold as the property of Jeffrey E. Generas and Cindy C. Arrington, the property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Jeffrey E. Generas and Cindy C. Arrington or a ten-ant or tenants. Said property will be sold

subject to any outstanding ad valorem tax-es (including taxes which are a lien, but not yet 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 sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion 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 Judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation of the audit of the status of the loan as provided immediately above. The debt secured by said Security Deed has been and is hereby declared due be-cause 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 re-maining in default, this sale will be made for the nurses of navign the same and all for the purpose of paying the same and all expenses of this sale, as provided in Se-curity Deed and by law, including, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as 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: OneWest Bank, FSB, C/O Loan Resolution Department 888 E Walnut St, Pasadena, CA 91101, 877-736-5556. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require modify the terms of the mortgage instrument. Albertelli Law Attorney for Deutsche Bank National Trust Attorney for Deutsche Bailk Nationial Trist Company, as Trustee of Residential Asset Securitization Trust Series 2003-A2, Mort-gage Pass-Through Certificates, Series 2003-B under the Pooling and Servicing agreement dated February 1, 2003 as Attor-ney in Fact for Jeffrey E. Generas and Cindy C. Arrignton C. Arrington 100 Galleria Parkway, Suite 960 Atlanta, GA 30339 Phone: (866) 690-0418 By: James E. Albertelli, Esq. For the Firm THIS FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTYBy virtue of a Power of Sale contained in that certain Security Deed and Agreement from GREGORY A. DEMUTH to Community & Southern Bank (by virtue of that certain Assignment of Security Instruments and Other Loan Documents, filed and recorded June 9, 2010 in Deed Book 475, Page 363, TOWNS COUNTY, Georgia Records, assignee of the Federal Deposit Insurance Corporation in receivership of Appalachian Community Bank) ("Community & Southern Bank"), dated June 2, 2009, filed and recorded June 23, 2009 in Deed Book 457, Page 755, Towns County, Georgia Records (as amended, modified, or revised from time to time, "Security Deed"), said Security Deed having been given to se-cure a Note (as amended, modified, or re-vised from time to time, the "Note") in the original principal amount of ONE HUNDRED SEVENTY-FIVE THOUSAND FOUR HUNDRED THIRTY-NINE AND 00/100THS DOLLARS (\$175,439.00), with interest thereon as provided for 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 for sale on the first Tuesday in August, 2012, all property described in said Security Deed, including, but not limited to, declarant's rights, if any, and, without limitation, the following described property (or so much thereof as has not, as of said first Tuesday, by duly executed and recorded instrument previously been released from the lien of the Security Deed): ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 17TH DISTRICT, 1ST SECTION, LAND LOT 119 OF TOWNS COUNTY, GEORGIA, AND BEING LOT 13 OF SUNSET ESTATES SUBDIVISION, CONTAINING 0.347 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY LANDTECH SERVICES INC., DATED JANUARY 27, 2006, AND RE-CORDED IN TOWNS COUNTY RECORDS IN PLAT BOOK 35, PAGE 292. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DE-SCRIPTION OF THE ABOVE DESCRIBED PROPERTY. PROPERTY.
ALSO CONVEYED IS THE RIGHT TO USE
THE SPRING ON TRACT 2 AS SHOWN ON
PLAT RECORDED IN PLAT BOOK 1, PAGE 96, TOWNS COUNTY, GEORGIA RECORDS.
ALSO CONVEYED IS A NON-EXCLUSIVE PER-

PETUAL EASEMENT FOR THE USE OF THE

SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE-DESCRIBED PROP-

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 indebted-

ness as and when due. The indebtedness

ness as and when due. In elindentenness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees and other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to the following items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or by inspection of the property; any outstanding taxes, including, but not limited to, ad valorem taxes, which constitute liens upon said property; special assessments; and all outstanding bills for public utilities which constitute liens upon said property; To the best of the knowledge and belief of the undersigned, the party in possession of the property is Gregory A. DeMuth or tenant(s).
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the United States Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Community & Southern Bank and its counsel are acting as debt collectors. Any information obtained will be used for that purpose.
Community & Southern Bank as Attorneyin-Fact for GREGORY A. DEMUTH Contact: Guillermo Todd, Esq. Busch, Slipakoff & Schuh, LLP 3330 Cumberland Boulevard, Suite 300 Atlanta, Georgia 30339 Telephone (770) 790-3550 T(Jul11,18,25,Aug1)B SALE UNDER POWER **GEORGIA. TOWNS COUNTY** By virtue of a Power of Sale contained in that certain Security Deed and Agreement from Alan Patton to Community & Southern Bank (by virtue of that certain Assignment of Security Instruments and Other Loan Documents, filed and recorded June 9, 2010 in Deed Book 475, Page 363, TOWNS COUNTY, Georgia Records, assignee of the Federal Deposit Insurance Corporation in receivership of Appalachian Community Bank) ("Community & Southern Bank") dated February 26, 2008, filed and recorded March 7, 2008 in Deed Book 428, Page 395 Towns County, Georgia Records (as amended, modified, or revised from time to time. ing been given to secure a Note in the origi nal principal amount of NINETY THOUSAND AND 00/100THS DOLLARS (\$90,000.00) (as amended, modified, or revised from time to time, the "Note"), with interest thereon as provided for 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 for sale on the first Tuesday in August, 2012, all property described in said Security Deed including, but not limited to, declarant's rights, if any, and, without limitation, the following described property (or so much thereof as has not, as of said first Tuesday, by duly executed and recorded instrument previously been released from the lien of the Security Deed): ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT'S 1 & 2, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BEING LOT 3, CONTAINING 0.984 ACRES AND LOT 22, CONTAINING 1.859 ACRES OF BROOKHAVEN SUBDIVISION AS SHOWN ON PLAT OF SURVEY PREPARED BY **ROCHESTER & ASSOCIATES. INC. BY JAMES** NUCHESTER & ASSULIAIES, INC. BY JAMES N. CASH, REGISTERED LAND SURVEYOR NO. 2349, DATED AUGUST 4, 2004 AS REVISED JANUARY 31, 2005 AND FEBRUARY 7, 2005 ENTITLED "FINAL SUBDIVISION" AND RECORD-ED IN PLAT BOOK 34, PAGE 132, TOWNS COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF, THE PROPERTY IS CONVEYED SUBJECT TO THE FIFTY-FOOT ROAD RIGHT OF WAY OF BROOKHAVEN DRIVE. THE PROPERTY IS CONVEYED SUB-ED IN DEED BOOK 143 PAGE 145 TOWNS COUNTY, GEORGIA RECORDS. THE PROP-ERTY IS SUBJECT TO THE RESTRICTIONS OF RECORD AS PERTAINS TO BROOKHAVEN SUBDIVISION AS RECORDED IN DEED BOOK 332, PAGE 409, TOWNS COUNTY, GEORGIA RECORDS. 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 indebted-

ness as and when due. The indebtedness

remaining in default, this sale will be made for the purpose of paying the same, all ex-

penses of the sale, including attorneys' fees and other payments provided for under the terms of the Security Deed and Note.

Said property will be sold subject to the following items which may affect the title to said property: all zoning ordinances;

matters which would be disclosed by an

accurate survey or by inspection of the property; any outstanding taxes, including, but not limited to, ad valorem taxes, which assessments; and all outstanding bills for public utilities which constitute liens upon said property; To the best of the knowledge and belief of the undersigned, the party in possession of the property is Alan Patton or tenant(s).
The sale will be conducted subject (1) to confirmation that the sale is not prohibited and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Community & Southern Bank and its counsel are acting as debt collectors. Any information obtained will be used for that purpose.
Community & Southern Bank as Attorneyin-Fact for Alan Patton Contact: Guillermo Todd, Esq. Busch, Slipakoff & Schuh, LLP 3330 Cumberland Boulevard, Suite 300 Atlanta, Georgia 30339 Telephone (770) 790-3550 T(Jul11,18,25,Aug1)B **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt dated February 4, 2008 from Scotty D. Fain ("Debtor" or "Grantor") to Bank of Hia-wassee and recorded in Deed Book 426, Page 294, Towns County, Georgia records, as modified by that certain Modification of Deed to Secure Debt dated August 17. 2009 and recorded in Deed Book 463, Page 666, Towns County, Georgia records, as as-signed to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt effective as of August 24, 2011 and recorded Georgia records, and as subsequently as signed to Acorn 6B Soapstone Real Estate, LLC ("Holder" or "Grantee") pursuant to an sure (the foregoing deed to secure debt, as may have from time to time been or may be assigned, assumed, modified, amended or amended and restated is hereinafter referred to as the "Security Deed"), said Security Deed being given to secure a note dated February 4, 2008 in the original stated principal amount of One Hundred Eighty-Two Thousand Three Hundred Twenty-Two and 00/00 Dellars (\$13.22.00) as ty-Two and 00/00 Dollars (\$182,322.00) as subsequently endorsed to CRV, and then to Holder (said note, as same from time to time may have been endorsed, renewed replaced, modified, assigned, amended, or amended and restated, being hereinafter referred to as the "Note"), together with any and all indebtedness owing by Debtor to Holder, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Towns County, Georgia, within the legal hours of sale on the first Tuesday in August 2012, all of Debtor's right, title and interest in and to the following described property (collectively, the "Property"):
ALL THAT TRACT OR PARCEL OF LAND LYING
AND BEING IN LAND LOT 23, 17TH DISTRICT,
1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS TRACT 1-C, LOT 1, CONTAINTING 0.98 ACRE, MORE OR LESS, AND TRACT 1-B, LOT VICES, INC. FOR FAIN INVESTMENTS, LLC DATED 1/22/08 AND BEING RECORDED IN PLAT BOOK 38, PAGE 41 OF TOWNS COUNTY, **GA RECORDS. SAID PLAT IS INCORPORATED** HEREIN BY REFERENCE.
TOGETHER WITH A NONEXCLUSIVE PER-PETUAL EASEMENT FOR THE PURPOSE OF INGRESS, EGRESS, AND UNDERGROUND UTILITIES ALONG THE 50' INGRESS/EGRESS EASEMENT AS PARTIALLY SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY AND AS MORE FULLY SHOWN AS "PROPOSED 50" EASEMENT" ON THAT PLAT OF SURVEY RE-CORDED IN PLAT BOOK 38, PAGES 39-40 OF TOWNS COUNTY GA RECORDS. TOGETHER WITH ALL RIGHTS, EASEMENTS, APPURTENANCES, ROYALTIES, MINERAL RIGHTS, OIL AND GAS RIGHTS, CROPS, TIM-

BER, ALL DIVERSION PAYMENTS OR THIRD PARTY PAYMENTS MADE TO CROP PRODUC-ERS, ALL WATER AND RIPARIAN RIGHTS WELLS, DITCHES, RESEVOIRS, AND WATER STOCK AND ALL EXISITNG IMPROVEMENTS, STRUCTURES, FIXTURES, AND REPLACE-MENTS THAT ARE PART OF THE REAL ES-TATE DESCRIBED ABOVE. The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of princi-pal and interest when due. The indebted-ness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the in-debtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed. notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental as-sessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to by the grantee therein. The entity that has full authority to negoti-ate, amend, and modify all the terms of the Security Deed with Grantor is: Acorn 6B Soapstone Real Estate, LLC, 4675 Maca thur Court, Suite 1550, Newport Beach, CA 92660, Attention: Mante Dzakuma, (949) 255-2678. Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument.
Acorn 6B Soapstone Real Estate, LLC, a Georgia limited liability company, as attor-ney-in-fact for Scotty D. Fain BRYAN CAVE LLP Justin S. Barry, Esq. One Atlantic Center 1201 West Peachtree Street, NW Atlanta, Georgia 30309 (404) 572-6600 T(Jul11,18,25,Aug1)B **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt in the Real Estate Deed to Secure Debt dated February 4, 2008 from Scotty D. Fain ("Debtor" or "Grantor") to Bank of Hia-wassee and recorded in Deed Book 426, Page 303, Towns County, Georgia records, as modified by that certain Modification of Deed to Secure Debt dated August 17. 2009 and recorded in Deed Book 463, Page 670, Towns County, Georgia records, as as-signed to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt effective as of August 24, 2011 and recorded in Deed Book 505, Page 410, Towns County, Georgia records, and as subsequently as signed to Acorn 6B Soapstone Real Estate, LLC ("Holder" or "Grantee") pursuant to an assignment to be recorded prior to foreclosure (the foregoing deed to secure debt, as may have from time to time been or may be assigned, assumed, modified, amended or amended and restated is hereinafter referred to as the "Security Deed"), said Security Deed being given to secure a note dated February 4, 2008 in the original stated principal amount of One Hundred Thousand Three Hundred Sixty-One and 00/00 Dollars (\$100,361.00) as subsequently endorsed to from time to time may have been endorsed renewed, replaced, modified, assigned, amended, or amended and restated, being hereinafter referred to as the "Note"), together with any and all indebtedness owing by Debtor to Holder, there will be sold by the bidder for cash before the Courthouse door 2012, all of Debtor's right, title and interest in and to the following described property (collectively, the "Property"): ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED VEY BY LANDTECH SERVICES, INC. FOR FAIN INVESTMENTS, LLC, DATED 1/22/08 AND BEING RECORDED IN PLAT BOOK 38, PAGE 41 OF TOWNS COUNTY, GA RECORDS, SAID PLAT IS INCORPORATED HEREIN BY REFER-TOGETHER WITH A NONEXCLUSIVE PER-PETUAL EASEMENT FOR THE PURPOSE OF INGRESS, EGRESS, AND UNDERGROUND UTILITIES ALONG THE 50' INGRESS/EGRESS AS MORE FULLY SHOWN AS "PROPOSED 50" EASEMENT" ON THAT PLAT OF SURVEY RE-CORDED IN PLAT BOOK 38, PAGES 39-40 OF TOWNS COUNTY GA RECORDS. TOGETHER WITH ALL RIGHTS, EASEMENTS, APPURTENANCES, ROYALTIES, MINERAL RIGHTS, OIL AND GAS RIGHTS, CROPS, TIM-BER, ALL DIVERSION PAYMENTS OR THIRD PARTY PAYMENTS MADE TO CROP PRODUC-

TATE DESCRIBED ABOVE. The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of principal and interest when due. The indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor.

The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental as-sessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to by the grantee therein.

The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Grantor is: Acorn 6B Soapstone Real Estate, LLC, 4675 Macarthur Court, Suite 1550, Newport Beach, CA 92660, Attention: Mante Dzakuma, (949) 255-2678. Please understand that the se cured creditor is not required by law to ne-gotiate, amend or modify the terms of the mortgage instrument. Acorn 6B Soapstone Real Estate, LLC, a Georgia limited liability company, as attorney-in-fact for Scotty D. Fain BRYAN CAVE LLP Justin S. Barry, Esq. One Atlantic Center Fourteenth Floor 1201 West Peachtree Street, NW Atlanta, Georgia 30309 (404) 572-6600 **NOTICE OF SALE UNDER POWER** By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt dated August 16, 2007 from Scotty Fain and Lamar Wakefield (collectively, "Debtor" or "Grantor") to Bank of Hiawassee and recorded in Deed Book 413, Page 338, Towns County, Georgia records, as modified by that dated August 17, 2009 and recorded in Deed Book 463, Page 562, Towns County, Georgia records, as assigned to CADC/RADC Ven-ture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt effective as of August 24, 2011 Secure Debt effective as of August 24, 2011 and recorded in Deed Book 506, Page 539, Towns County, Georgia records, and as sub-Real Estate, LLC ("Holder" pursuant to an assignment to be recorded secure debt, as may have from time to time been or may be assigned, assumed, modified, amended, or amended and restated is hereinafter referred to as the "Security Deed"), said Security Deed being given to original stated principal amount of Two Million and 00/00 Dollars (\$2,000,000,00) to Holder (said note, as same from time to time may have been endorsed renewed replaced, modified, assigned, amended or amended and restated, being hereinafter referred to as the "Note"); together with any and all indebtedness owing by Debtor to Holder, there will be sold by the undersigned at public outcry to the highest in Towns County, Georgia, within the lega hours of sale on the first Tuesday in August in and to the following described property (collectively, the "Property"): All that tract or parcel of land lying and being in land Lots 51, 52, 61, and 62, 19th Dis-

trict. 1st Section of Towns County, Georgia and being Tract 1 of Block E (22.544 acres), Tract 2 of Block E (1.071 acres), Tract 3 of Block E (2.091 acres), Tract 4 of Block E (13.075 acres), Lot 52, Block E (0.675 acres), Tract 5 of Block B (1.000 acres), Tract 7 (0.569 acres), Tract 9 shown as a portion of Block B (3.705 acres), Tract 10 (1.010 acres), Tract 11 (0.847 acres), Tract 12 (1.915 acres), Tract 14 (0.472 acres), Tract 16 (1.129 acres), Tract 20 shown as Block C, Section 2 (22.269 acres), Tract 22 (0.259 acres), Tract 23 (0.670 acres), and Tract 24 (0.509 acres) as shown on an index sheet and plat of boundary survey for Soapstone Community, by T. Kirby & Associates, Inc., RS #2988, recorded in Plat Book 37, Pages 161 through 169, of the Towns County Records, said plat being set forth, and said Tracts being more par ticularly described as follows: Tract 1 of Block E containing 22.544 acres, more or less, as shown on Sheet Two of the aforementioned plat, and more particularly described as Beginning at the intersection described as Beginning at the intersection of centerline of Route 75 and the centerline of Soapstone Creek Circle, thence S 37 08 42 W 414.87 feet to a ½ rebar, N 83 47 23 W 131.01 feet to a point, thence S 29 11 48 W 156.99 feet to a point, thence S 61 55 14 BEGINNING, thence along the right of way of Georgia State Route No. 75 four course and distances, S 27 44 00 W 229.57 feet to a point, thence S 26 43 38 W 375.78 feet to a point, thence S 26 58 26 W 436.19 feet to a point, thence leaving the right of way N 50 33 39 W 63.80 feet to a point, thence N N 14 56 54 W 132.88 feet to a point, thence N 12 58 16 W 193.32 feet to a point, thence 74.77. Radius of 40'. Length 154.76 feet to to a point, thence along the road ten cours es and distances. S 30 15 24 W 18.23 feet to a point, thence S 28 10 31 W 35.76 feet to a point, thence S 18 47 34 W 35.22 feet to a point, thence S 23 46 02 W 25.84 feet a point, thence S 67 14 31 W 24.08 feet to a point, thence S 76 36 10 W 21.28 feet to a point, thence N 75 13 45 W 46.85 feet to a point, thence N 72 58 06 W 62.46 feet to a point, thence N 81 47 40 W 21.87 feet to a point, thence leaving the edge of the road N 02 54 25 W 322.26 feet to a ½ rebar, thence N 80 35 11 W 160.83 feet to a rebar at the plat (crossing on to sheet three of the plat). crossing the branch and branch buffer N 12 10 35 W 121.82 feet to a point on Soapstone Creek Circle, thence N 81 18 33 E 54.46 feet to a point (crossing back on to sheet two of the plat), thence S 16 43 15 W 3.4 feet to a point, thence S 56 08 45 E 17.77 feet to a point, thence S 29 07 32 E 150.21 feet to a point, thence S 71 39 22 E 101.00 feet to a iron pin set, thence N 60 50 41 E 198.89 feet thence along the centerline of the branch N 70 28 51 W 39.66 feet to a point, thence leaving the centerline of the branch N 15 18 22 E 232.63 feet to an iron pin set on the edge of the right of way of Soapstone Creek Circle, thence sixteen courses and distances along the right of way S 54 21 30 E 79.93 feet to a point, thence S 60 24 38 E 51.12 feet to a point, thence S 68 59 40 E 56.94 feet to a point, thence S 79 06 05 E 57.04 feet to an iron pin, thence S 86 09 03 E 49.47 feet to a point, thence N 89 26 09 E 91.39 feet to a point, thence S 86 36 22 E 25.91 feet to a point, thence S 81 57 22 E 30.72 feet to a point, thence S 74 18 46 E 39.95 feet to a point, thence S 63 52 15 F 30 19 feet to a point thence S 31 22 E 66.15 feet to a point, thence S 42 07 51 E 53.45 feet to point, thence S 53 48 52 E 53.48 feet to a point, thence S 61 38 49 E 27.65 feet to a point, thence S 55 44 22 E 18.80 feet to a point, thence S 61 05 55 E 46.19 feet to a point, thence leaving the right of way and along the centerline of a branch ten courses and distances S 32 52 41 W 9.51 feet to a point, thence N 87 56 35 W 7.41 feet to a point, thence S 63 28 52 W 29.24 feet to a point, thence S 61 20 46 W 38.07 feet to a point, thence S 82 41 12 W 34.18 feet to a point, thence N 82 32 04 W 29.34 feet to a point, thence S 71 33 40 W 79.24 feet to a point, thence S 35 19 11 W 18.81 feet to a point, thence S 66 25 56 W 58.06 feet to a point, thence N 61 16

26 W 69.46 feet to a point, thence leaving the centerline of the branch S 21 34 30 E 234.67 feet to an iron pin, thence S 17 12

25 E 46.74 feet to a point, thence S 82 53 15 E 57.69 feet to a point, thence S 29 11 48 W 156.99 feet to an iron pin, thence S

61 55 14 E 119.67 feet back to the Point of

Beginning.
Tract 2 of Block E containing 1.071 acres,

more or less, as shown on Sheet Two of the aforementioned plat, and more particularly

described as Beginning at the intersection

of centerline of Route 75 and the center-

line of Soapstone Creek Circle, thence S 37 08 42 W 414.87 feet to a ½ rebar, thence N

83 47 23 W 131.01 feet to a point, thence S 29 11 48 W 156.99 feet to a point, thence S 61 55 14 E 119.67 feet, this being the TRUE

POINT OF BEGINNING: thence along the

right of way of Georgia State Route No. 75 four courses and distances, S 27 44 00 W

229.57 feet to a point, thence S 26 43 38 W 375.78 feet to a point, thence S 26 58 26 W 436.19 feet to a point, thence S 31 00 07

W 50.58 feet to a point, thence leaving the

right of way N 50 33 39 W 63.80 feet to a point, thence N 50 28 05 W 174.41 feet to

a point, thence N 14 56 54 W 214.02 feet to a point, thence N 14 56 54 W 132.88 feet to a point, thence N 12 58 16 W 193.32 feet to

a point, thence around an arc N 56 11 38 E

with a Chord 74.77, Radius of 40', Length 154.76 feet to a point, thence S 54 38 29 E

95.53 feet to an iron pin, thence N 27 39 06

E 229.06 feet to a ½ rebar, thence N 33 38 53 E 152.59 feet to a rebar, thence N 49 16

04 W 286.88 feet to a point, thence along

the road ten courses and distances, S 30 15 24 W 18.23 feet to a point, thence S 28 10

31 W 35.76 feet to a point, thence S 18 47 34 W 35.22 feet to a point, thence S 23 46 02 W 25.84 feet to a point, thence S 56 03

00 W 7.62 feet to a point, thence S 67 14 31

W 46.85 feet to a point, thence N 72 58 06

24.08 feet to a point, thence S 76 36 10 21.28 feet to a point, thence N 75 13 45

ERS. ALL WATER AND RIPARIAN RIGHTS STRUCTURES. FIXTURES. AND REPLACE IENTS THAT ARE A PART OF THE REAL ESnortheasterly with the right of way N 47 45 10 E 40.63 feet to a point and being the TRUE POINT OF BEGINNING, thence N 52 21 43 W 56.55 feet to a point, thence N 09 38 50 W 57.11 feet to a point, thence N 11 10 26 E 86.76 feet to a point, thence N 14 33 44 E 98.53 feet to a point, thence N 15 23 40 E 127.09 feet to a point, thence N 20 07 26 E 152.00 feet to a point, thence N 24 56 E 200.35 feet to a point, thence S 26 04 13 W 101.20 feet to a point, thence S 69 28 35 following the right of way in a southwest-ern direction four courses and distances S 23 06 56 W 37.86 feet to a point, thence S Tract 10 containing 1.010 acres, more or less, as shown on Sheet Five of the aforementioned plat, and more particularly described as Beginning where the south western right of way of Soapstone Creek the boundary with the United States Forest Service S 12 59 50 W 157.92 feet to a 15 inch of way of Kings Knob Trail, thence along the western right of way of Kings Knob Trail S 15 27 28 W 42.81 feet to a point, thence S 05 14 38 E 47.97 feet to a point, thence S 25 53 58 E 233.92 feet to a point, thence S 32 27 E 45.04 feet to a point, thence S 06 17 27 E 171.58 feet to a point, thence S 24 10 40 43.95 feet to a point on the western right of way of Soapstone Creek Circle, thence feet to a point, thence N 12 52 11 W 28.5 feet to a point, thence leaving the right of way S 80 16 00 E 276.22 feet to a point on way 3 60 for the 270.22 leef to a point of the right of way of Overlook Trail, thence S 15 23 39 W 130.04 feet to a point, thence leaving the right of way of Overlook Trail thence S 75 16 08 W 253.41 feet back to the TRIE POINT OF RESIDENCE. or less, as shown on Sheet Eight of the aforementioned plat, and more particularly

175.12 feet to a point, thence N 40 49 46 W 179.11 feet to a point, thence N 45 35 26 E

150.35 feet to a point, thence S 42 41 43 E

41.80 feet to a point, thence S 52 21 23 E 260.92 feet to a point on the western right

of way of Soapstone Creek Circle, thence

23 W 264.67 feet to a point, thence N 42 41

33 E 71.90 feet to a point, thence S 64 44 10

W 199.91 feet to a point, thence S 19 01 25

W 100.00 feet to a point, thence S 24 44 30 W 101.13 feet to a point, thence N 86 34 54

W 10.02 feet to a point, thence S 19 20 23

W 97.52 feet to a point, thence S 66 37 14 E

of way of Soapstone Creek Circle, thence

24 37 47 W 57.93 feet to a point, thence S

47 45 10 W 35.71 feet back to the POINT OF

Trail (forty foot right of way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence

N 38 18 27 W 511.88 feet to the Aluminum

United States Forest Service, thence along

a Aluminum Monument, thence S 50 51 42

E 65.73 feet to a point on the western right

05 01 E 34.90 feet to a point, thence S 06 17

E 60.00 feet to a point, thence S 65 04 22 E 64.61 feet to a point, thence N 84 44 05 E

crossing Soapstone Creek Circle N 85 11 59

NING, thence along the right of way sever

courses and distances N 14 53 19 E 19.79

feet to a point, thence N 09 43 09 E 16.44

feet to a point, thence N 07 51 21 E 21.85

feet to a point, thence N 07 00 41 W 55.34

Tract 11 containing 0.847 acres, more

described as Beginning where the south

western right of way of Soapstone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone

Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum

Monument C1720 on the boundary with the

United States Forest Service, thence along the boundary with the United States Forest Services S 12 59 50 W 157.92 feet to a 15

inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum Monument, thence S

S 41 31 15 E 65.73 feet to a point on the western right of way of Kings Knob Trail, thence along the western right of way of

Kings Knob Trail S 15 27 28 W 42.81 feet

to a point, thence S 05 14 38 E 47.97 feet to a point, thence S 25 53 58 E 233.92 feet

to a point, thence S 32 05 01 E 34.90 feet

to a point, thence S 06 17 27 E 45.04 feet to a point, thence S 06 17 27 E 171.58 feet

to a point, thence S 24 10 40 E 64.78 feet to a point, thence S 24 10 40 E 60.00 feet

to a point, thence S 65 04 22 E 117.26 feet

to a point, thence N 83 37 16 E 64.61 feet

to a point, thence N 84 44 05 E 43.95 feet to a point on the western right of way of

the right of way S 23 42 53 W 50.57 feet to a point, thence S 19 36 43 W 60.11 feet to

a point, thence S 01 08 13 W 20.69 feet to a

point, thence leaving the right of way S 85 10 42 W 202.89 feet to a point, thence S 03

25 07 E 153.26 feet to a point, thence S 21 33 29 E 106.76 feet to a point, thence N 72 28 35 E 174.61 feet to a point on the west-

ern right of way of Soapstone Creek Circle, thence along the right of way two courses and distances S 06 08 41 E 28.68 feet to a point, thence S 22 14 47 E 34.80 feet to a

point, thence leaving the right of way S 56 07 59 W 170.91 feet to a point, thence S 42

12 35 E 185.90 feet to a point, thence \$ 42 12 35 E 234.34 feet to a point, thence N 27 00 38 E 159.56 feet to a point on the right

of way of Soapstone Creek Circle, thence along the right of way N 50 34 24 W 28.01 feet to a point, thence crossing Soapstone

Creek Circle N 44 16 40 E 50.18 feet to a point, thence N 29 08 36 E 175.12 feet to a point, thence N 40 49 46 W 179.11 feet to

a point and the TRUE POINT OF BEGINNING

thence N 45 35 26 E 150.35 feet to a point, thence N 42 41 43 W 30.00 feet to a point,

thence S 83 22 22 W 254.41 feet to a point

on the eastern right of way of Soapstone Creek Circle, thence following the right of

way in a southerly direction seven courses and distances S 04 01 12 E 52.80 feet to a point, thence S 00 58 53 W. 41.60 feet to a

point, thence S 06 08 41 E 37.10 feet to a point, thence S 22 14 47 E 33.47 feet to a point, thence S 39 14 24 E 41.58 feet to a

point, thence S 45 10 23 E 35.13 feet to a

point, thence S 40 59 02 E 9.76 feet to a point, thence leaving the right of way N 34

30 36 E 156.02 feet back to the POINT OF Tract 12 containing 1.915 acres, more or

less, as shown on Sheet Eight of the afore-

mentioned plat, and more particularly de-scribed as, thence along the boundary with

the United States Forest Service S 12 59 50 W 157.92 feet to a 15 inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum

Monument, thence S 50 51 42 W 154.90 feet

to a point, thence S 41 31 15 E 65.73 fee

to a point on the western right of way of

Kings Knob Trail, thence along the western right of way of Kings Knob Trail S 15 27 28 W 42.81 feet to a point, thence S 05 14 38

E 47.97 feet to a point, thence S 25 53 58 E

233.92 feet to a point, thence S 32 05 01 34.90 feet to a point, thence S 06 17 27

45.04 feet to a point, thence S 06 17 27 E 171.58 feet to a point, thence S 24 10 40 E 64.78 feet to a point, thence S 24 10 40 E 60.00 feet to a point, thence S 65 04 22

E 117.26 feet to a point, thence N 83 37 16 E 64.61 feet to a point, thence N 84 44 05 E

43.95 to a point on the western right of way

stone Creek Circle the

TRUE POINT OF BEGINNING.

BEGINNING.

to a point on the right of way, thence four-teen courses and distances along the right of way, S 17 32 11 E 14.27 feet to a point, thence S 11 10 11 E 54.56 feet to a point, thence S 12 25 16 E 61.16 feet to a point, thence S 22 34 22 E 22.03 feet to a point thence S 17 50 21 W 14.28 feet to a point, thence S 04 24 32 E 23.13 feet to a point, thence S 29 28 58 E 22.74 feet to a point thence S 52 56 29 E 20.21 feet to a point, thence S 62 51 18 E 28.53 feet to a point, thence S 64 55 32 E 40.65 feet to a point thence S 66 52 36 E 48.72 feet to a point, thence S 70 50 53 E 29.11 feet to a point, thence S 80 03 06 E 33.78 feet to a point thence N 74 14 56 E 25.78 feet to a point thence N 74 14 56 E 25.78 feet to a point, thence N 74 14 56 E 25.78 feet to a point, thence leaving the right of way S 53 06 42 W 30.24 feet to a point, thence S 51 30 29 W 149.38 feet to a point, thence S 72 38 32 W 20.26 feet to a point, thence N 14 48 52 W 30.36 feet to a point, thence N 61 48 53 W 304.72 feet, thence S 29 25 57 W 167.72 feet to an iron pin, thence N 60 40 57 W 83.69 feet to a point, thence N 80 24 00 W 67.19 feet to a point, thence N 86 14 00 W 40.75 feet to a point, thence S 59 56 03 W 61.92 feet to a point, thence S 34 54 40 W 69.69 feet to a point, thence S 14 16 33 W 59.93 feet to a point, thence S 02 24 30 E 117.53 feet to a point, thence S 41 25 20 W 43.83 feet to a point on the northern right of way of Chattahoochee Forest Circle, thence N 48 42 42 W 14.82 feet to the TRUE POINT OF BEGINNING, thence N 50 20 09 E 213.13 feet to a point at a $\frac{1}{2}$ inch rebar, thence S 74 29 28 E 102.64 feet to a $\frac{1}{2}$ inch rebar, thence S 37 29 38 W 302.17 feet to a point on the right of way of Chattahoochee Fo Circle, thence along the right of way three courses and distances N 20 41 04 W 72.87 feet to a point, thence N 36 04 40 W 38 36 feet to a point, thence N 43 50 49 W 44.34 feet to a point and back to the TRUE POINT OF BEGINNING. Tract 5 of Block B containing 1.000 acres, more or less, as shown on Sheet Seven of the aforementioned plat, and more par-ticularly described as Beginning where the south western right of way of Soap-stone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum Monument C1720 on the boundary with the United States Forest Service, thence along the boundary with the United States Forest Service S 12 59 50 W 157.92 feet to a 15 inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum Monument thence S 50 51 42 W 154.90 feet to a point thence S 41 31 15 E 65.73 feet to a point on the western right of way of Kings Knob Trail, thence crossing the apparent end of Kings Knob Trail S 41 31 15 E 13.48 feet, thence S 40 44 03 E 29.71 feet to a point, thence N 41 52 27 E 12.86 feet to a point, thence N 88 21 28 E 8.68 feet to a point on the eastern edge of the right of way, thence N 88 21 28 E 122.70 feet to a point, thence N 21 52 24 E 189.81 feet to a point, thence N 44 35 42 W 36.59 feet to a point, thence N 85 17 05 E 73.21 feet to a point, thence S 27 41 57 W 79 91 feet to a point thence S 81 37 31 E 172.94 feet to a point on the western right of way of Soapstone Creek Circle, thence following the right of way S 10 37 53 E 36.35 feet to a point, thence S 31 08 08 E 23.63 feet to a point, thence crossing Soapstone Creek Circle N 81 51 47 E 53.78 feet to a point on the eastern right of way, thence following the right of way sixteen courses and distances, N 29 44 10 W 20.41 feet to a point, thence N 31 08 08 W 15.20 feet to a point, thence N 10 37 53 W 18.47 feet to a point, thence N 33 15 50 14.00 feet to a point, thence N 50 57 05 40.03 feet to a point, thence N 41 54 12 E 38.89 feet to a point, thence N 16 17 40 E 30.41 feet to a point, thence N 31 35 09 E 24.19 feet to a point, thence N 73 18 51 E 4.24 feet to a point, thence S 73 48 53 E 15.02 feet to a point, thence S 49 15 51 E 21.76 feet to a point, thence S 40 39 38 E 45.70 feet to a point, thence \$ 50 00 39 E 49.32 feet to a point, thence \$ 72 15 54 E 33.97 feet to a point, thence \$ 89 19 25 E 33.07 feet to a point, thence N 81 30 43 E 7.30 feet to a point, thence leaving the right of way S 16 09 23 E 74.31 feet to a point, thence N 84 20 49 F 228 04 feet to a point thence S 21 59 32 W 115.44 feet to a point on the right of way of a road, thence along the right of way four courses and distances N 50 31 02 E 61.28 feet to a point, thence N 73 46 15 E 87.29 feet to a point, thence N 75 47 27 E 67.89 feet to a point, thence N 76 29 39 E 42.58 feet to a point, thence N 13 59 23 W 385.79 feet to a point on the right of way of Soapstone Creek Circle, thence N 57 04 49 E 16.66 feet to a point, thence leaving the right of way S 23 47 36 E 381.28 feet to a point, thence N 73 11 48 E 205.52 feet to a point and being the TRUE POINT OF BEGINNING, thence N 23 07 20 W 81.01 feet to a point, thence N 55 53 43 E 209.82 feet to a point, thence S 32 32 14 E 160.29 feet to a point on the western right of way of Soapstone Creek Circle, thence following the right of way four courses and distances S 27 24 11 W 38.00 feet to a point, thence S 34 36 49 W 46.45 feet to a point, thence S 45 23 W 66.48 feet to a point, thence leaving the right of way N 43 41 48 W 91.20 feet to a point, thence N 87 58 28 W 3.09 feet to a point, thence N 23 07 20 W 46.63 feet to the TRUE POINT OF REGINNING Tract 7 containing 0.569 acres, more or less, as shown on Sheet Seven of the aforementioned plat, and more particularly described as Beginning where the south western right of way of Soapstone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum ment C1720 on the boundary with the United States Forest Service, thence along the boundary with the United States Forest Service S 12 59 50 W 157.92 feet to a 15 inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum Monument, thence S 50 51 42 W 154.90 feet to a point, S 41 31 15 E 65.73 feet to a point on the western right of way of Kings Knob Trail, thence crossing the apparent end of Kings Knob Trail S 41 31 15 E 13.48 feet, thence S 40 44 03 E 29.71 feet to a point, thence N 41 52 27 E 12.86 feet to a point, thence N 88 21 28 E 8.68 feet to a point on the east ern edge of the right of way, thence N 88 21 28 E 122.70 feet to a point, thence N 21 52 24 E 189.81 feet to a point, thence N 44 35 42 W 36.59 feet to a point, thence N 85 17 05 E 73.21 feet to a point, thence S 27 41 57 W 79.91 feet to a point, thence S 81 37 31 E 172.94 feet to a point on the west-ern right of way of Soapstone Creek Circle, thence following the right of way \$ 10 37 53 E 36.35 feet to a point, thence S 31 08 08 E 23.63 feet to a point, thence crossing Soapstone Creek Circle N 81 51 47 E 53.78 feet to a point on the eastern right of way, thence following the right of way sixteen courses and distances, N 29 44 01 W 20.41 feet to a point thence N 31 O8 O8 W 15 20 feet to a point, thence N 10 37 53 W 18.47 feet to a point, thence N 33 15 50 E 14.00 feet to a point, thence N 50 57 05 E 40.03 feet to a point, thence N 16 17 40 E 30.41 feet to a point, thence N 31 35 09 E 24.19 feet to a point, thence N 73 18 51 E 4.24 feet to a point, thence S 73 48 53 E 15.02 feet to a point thence S 49 15 51 F 21 76 feet to a point, thence S 49 13 31 E 21.76 leet to a point, thence S 40 39 38 E 45.70 feet to a point, thence S 50 00 39 E 49.32 feet to point, thence S 72 15 54 E 33.97 feet to a point, thence S 89 19 25 E 33.07 feet to a point, thence N 81 30 43 E 7.30 feet to a point, thence leaving the right of way S 16 09 23 E 74.31 feet to a point, thence N 84 20 49 E 228.04 feet to a point, thence S 21 59 32 W 115.44 feet to a point on the right of way of a road, thence along the right of way four courses and distances N 50 31 02 E 61.38 feet to a point, thence N 73 46 15 E 87.29 feet to a point, thence N 75 47 27 E 67.89 feet to a point, thence N 76 29 39 E 42.58 feet to a point and being the TRUE POINT OF BEGINNING, thence N 13 59 23 W 385.79 feet to a point on the right of way of Soapstone Creek Circle, thence N 57 04 49 E 16.66 feet to a point, thence leaving the right of way S 23 47 37 E 381.28 feet to a point, thence N 73 11 48 E 205.52 feet to a point, thence S 23 07 20 E 46.63 feet to a point, thence N 87 40 44 W 51.17 feet to a point, thence S 77 52 52 W 166.34 feet to a point, thence S 76 29 39 W 78.00 feet back to the TRUE POINT OF BEGINNING Tract 9 shown as a portion of Block B containing 3.705 acres, more or less, as shown on Sheet Eight of the aforementioned plat, and more particularly described as Begin-ning where the south western right of way of Soapstone Creek Trail (forty foot right or way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum Monument C1720 on the boundary with the United States Fores Service, thence along the boundary with the United States Forest Service S 12 59 50 W 157.92 feet to a 15 inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum Monument, thence S 50 51 42 W 154.90 feet to a point on the western right of way of Kings Knob Trail, thence along the western right of way of Kings Knob Trail S 15 27 28 W 42.81 feet to a point, thence S 05 14 38 E 47.97 feet to a point, thence S 25 53 58 E 233.92 feet to a point, thence \$ 32 05 01 34.90 feet to a point, thence S 06 17 27 45.04 feet to a point, thence S 06 17 27 E 171.58 feet to a point, thence S 24 10 40 E 64.78 feet to a point, thence S 24 10 40 E 60.00 feet to a point, thence S 65 04 22 E 117.26 feet to a point, thence N 83 37 16 E 64.61 feet to a point, thence N 84 44 05 E 43.95 feet to a point on the western right of way of Soapstone Creek Circle, thence following the right of way S 23 42 53 W 50.57 feet to a point, thence S 19 36 43 W 60.11 feet to a point, thence S 01 08 13 W 20.69 feet to a point, thence leaving the right of way S 85 10 42 W 202.89 feet to a point, thence S 03 25 07 E 153.26 feet to a point, thence S 21 33 29 E 106.76 feet to a point, thence N 02 28 35 E 174.61 feet to a point on the western right of way of Soapstone Creek Circle, thence along the right of way two courses and distances S 06 08 41 E 28.68 feet to a point, thence S 22 14 47 E 34.80 feet to a point, thence leaving the right of way S 56 07 59 W 170.91 feet to a point, thence S 42 12 35 E 185.90 feet to a point, thence S 42 12 35 E 234.34 feet to a point, thence N 27 00 38 E 159.56 feet Creek Circle, thence along the right of way N 50 34 24 W 28.01 feet to a point, thence E 50.18 feet to a point, thence N 29 08 36 E

to a point, unlete N o4 40 5 2 43.5 feet to a point on the western right of way of Soapstone Creek Circle, thence following the right of way 5 23 42 53 W 50.57 feet to a point, thence S 19 36 43 W 60.11 feet to a point, thence S 01 08 13 W 20.69 feet to a point, thence S 01 08 13 W 20.69 feet to a point, thence S 01 08 13 W 20.69 feet to a point, thence S 01 08 13 W 20.69 feet to a point of the second sec W 62.46 feet to a point, thence N 81 47 40 W 21.87 feet to a point, thence leaving the edge of the road N 02 54 25 W 322.26 feet to a $\frac{1}{2}$ rebar, thence N 80 35 11 W 160.83 feet to a rebar at the northwestern corner of Thomas F. Tatum property as shown on point, thence leaving the right of way S 85 10 42 W 202.89 feet to a point, thence S 03 25 07 E 153.26 feet to a point, thence S 21 33 29 E 106.76 feet to a point, thence N 72 28 35 E 174.61 feet to a point on the western right of way of Soapstone Creek Circle, the aforementioned plat (this crosses on to sheet three of the plat), thence S 10 49 25 W 154.12 feet to a ½ rebar, this being the thence along the right of way two courses and distances S 06 08 41 E 28.68 feet to a point, thence S 22 14 47 E 34.80 feet to a point, thence leaving the right of way S 56 07 59 W 170.91 feet to a point, thence S 42 12 35 E 185.90 feet to a point, thence S 42 12 35 E 343 44 feet to a point, thence S 42 TRUE POINT OF BEGINNING, thence S 10 49 25 W 115.01 feet to an iron pin, thence S 10 49 25 W 107.04 feet, thence S 78 45 20 E 128.28 feet to an iron pin on the right of way, thence following the western right of Mountain Top Trail thirty courses and distances, S 28 17 12 W 29.95 feet to a point, thence S 16 15 12 W 39.16 feet to a point, thence S 09 45 58 W 70.00 feet to a point, 12 35 E 234.34 feet to a point, thence N 27 00 38 E 159.56 feet to a point on the right of way of Soapstone Creek Circle, thence along the right of way N 50 34 24 W 28.01 feet to a point, thence crossing Soapstone Creek Circle N 44 16 40 E 50.18 feet to a point, thence N 29 08 36 E 175.12 feet to thence S 09 46 31 W 58.71 feet to a point thence S 14 16 25 W 71.05 feet to a point, thence S 13 27 14 W 46.07 feet to a point, thence S 18 06 56 W 47.63 feet to a point, thence S 34 55 48 W 14.38 feet to a point, thence S 54 25 57 W 25.07 feet to a point, a point, thence N 40 49 46 W 179.11 feet to a point, thence N 45 35 26 E 150.35 feet to a point, thence S 42 41 43 E 41.80 feet thence S 79 25 39 W 19.75 feet to a point thence N 76 54 35 W 32.80 feet to a point, thence N 56 47 45 W 23.38 feet to a point, to a point, thence S 52 21 23 E 260.92 feet to a point on the western right of way of Soapstone Creek Circle, thence along the right of way four courses and distances \$41 34 19 W 66.99 feet to a point, thence \$27 42 22 W 59.30 feet to a point, thence \$17 44 33 W 67.82 feet to a point, thence \$18 30 15 W 52.88 feet to a point, thence crossing the road N 70 39 54 E 63.31 feet to the Southwestern point of Tract Fourteen and the TRUE POINT OF BEGINNING, thence along the eastern right of way of Soapstone to a point on the western right of way of thence N 41 00 26 W 14.49 feet to a point, thence N 22 34 22 W 21.11 feet to a point, thence N 12 25 16 W 56.17 feet to a point, thence N 11 10 11 W 56.80 feet to a point thence N 17 32 11 W 37.64 feet to a point, thence N 27 07 57 W 30.30 feet to a point, thence N 35 50 55 W 28.43 feet to a point thence N 31 55 22 W 27.69 feet to a point, thence N 09 41 16 W 8.38 feet to a point, thence N 16 54 12 E 14.27 feet to a point, thence N 37 27 34 E 21.37 feet to a point, thence N 40 02 04 E 16.69 feet to a point, along the eastern right of way of Soapstone Treek Circle five courses and distances N 18 30 15 E 14.37 feet to a point, thence N 17 44 33 E 63.79 feet to a point, thence N 27 42 22 E 48.97 feet to a point, thence N 41 18 31 E 55.49 feet to a point, thence N thence N 32 24 06 E 34.10 feet to a point, thence N 16 59 29 E 30.34 feet to a point, thence N 06 36 46 E 32.77 feet to a point, 45 10 E 50.00 feet to a point on the western right of way of Chattahoochee Forest Trail and southerly with the right of way four courses and distances S 24 07 35 E 28.51 thence N 02 53 03 W 31.35 feet to a point thence N 02 33 03 W 31.33 feet to a point, thence N 08 42 33 W 34.65 feet to a point, thence N 12 55 18 W 20.70 feet to a point, thence leaving the right of way S 85 48 40 E 3.06 feet, to a point, thence N 52 18 44 E, Chord 80.00, Radius 40.00, Length 126.14 feet to a point, thence S 22 34 59 E 62.63 feet to a point, thence S 22 53 56 E 75.51 feet to a point, thence S 22 30 59 E 20.81 feet to a point, thence N 50 00 56 E 117.90 feet back to the POINT OF BEGINNING.
Tract 4 of Block E containing 13.075 acres, feet to a point, thence leaving the right of way S 83 58 45 W 194.55 feet back to the more or less, as shown on Sheet Three of the aforementioned plat, and more particularly POINT OF BEGINNING. Tract 16 containing 1.129 acres, more or less, as shown on Sheet Eight of the described as Beginning at the intersection of centerline of Route 75 and the center-line of Soapstone Creek Circle, thence S 37 08 42 W 414.87 feet to a ½ rebar, thence N aforementioned plat, and more particularly atorementioned plat, and more particularly described as Beginning where the south western right of way of Soapstone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum 83 47 23 W 131.01 feet to a point, thence S 29 11 48 W 156.99 feet to a point, thence S 61 55 14 E 119.67 feet, this being the TRUE POINT OF BEGINNING; thence along the right of way of Georgia State Route No. 75 four courses and distances, S 27 44 00 W Monument C1720 on the boundary with the United States Forest Service, thence along 229.57 feet to a point, thence S 26 43 38 W 375.78 feet to a point, thence S 26 58 26 W 436.19 feet to a point, thence S 31 00 07 the boundary with the United States Forest Service S 12 59 50 W 157.92 feet to a 15 inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum Monument, thence S W 50.58 feet to a point, thence leaving the right of way N 50 33 39 W 63.80 feet to a point, thence N 50 28 05 W 174.41 feet to 50 51 42 W 154.90 feet to a point, thence S 41 31 15 E 65.73 feet to a point on the western right of way of Kings Knob Trail, thence along the western right of way of Kings Knob Trail S 15 27 28 W 42.81 feet to a point, thence S 05 14 38 E 47.97 feet a point, thence N 14 56 54 W 214.02 feet to a point, thence N 14 56 54 W 132.88 feet to a point, thence N 12 58 16 W 193.32 feet to a point, thence around an arc N 56 11 38 E to a point, thence S 25 53 58 E 233.92 feet to a point, thence S 32 05 01 E 34.90 feet to a point, thence S 32 05 17 27 E 45.04 feet with a Chord 74.77, Radius of 40□, Length 154.76 feet to a point, thence S 54 38 29 E 95.53 feet to an iron pin, thence N 27 39 06 E 229.06 feet to a $\frac{1}{2}$ rebar, thence N 33 38 53 E 152.59 to a rebar, thence N 49 16 04 to a point, thence S 06 17 27 E 171.58 feet to a point, thence S 06 17 27 E 171.58 feet to a point, thence S 24 10 40 E 64.78 feet to a point, thence S 24 10 40 E 60.00 feet W 286.88 feet to a point, thence along the road ten courses and distances, S 30 15 24 W 18.23 feet to a point, thence S 28 10 31 to a point, thence S 65 04 22 E 117.26 feet to a point, thence N 83 37 16 E 64.61 feet to a point, thence N 84 44 05 E 43.95 feet W 35.76 feet to a point, thence S 18 47 34 W 35.22 feet to a point, thence S 23 46 02 W 25.84 feet to a point, thence S 56 03 00 to a point on the western right of way of Soapstone Creek Circle, thence following the right of way S 23 42 53 W 50.57 feet to W 7.62 feet to a point, thence S 67 14 31 W 24.08 feet to a point, thence S 76 36 10 W 21.28 feet to a point, thence N 75 13 45 a point, thence S 19 36 43 W 60.11 feet to a point, thence S 01 08 13 W 20.69 feet to a W 46.85 feet to a point, thence N 72 58 06 W 62.46 feet to a point, thence N 81 47 40 W 21.87 feet to a point, thence leaving the point, thence leaving the right of way S 85 10 42 W 202.89 feet to a point, thence S 03 25 07 E 153.26 feet to a point, thence S 21 edge of the road N 02 54 25 W 322.26 feet to a ½ rebar, thence N 80 35 11 W 160.83 feet to a rebar at the northwestern corner 33 29 E 106.76 feet to a point, thence N 72 28 35 E 174.61 feet to a point on the west-ern right of way of Soapstone Creek Circle, of Thomas F. Tatum property as shown on the aforementioned plat (this call crosses on to sheet three of the plat), thence S 10 49 25 W 154.12 feet to a ½ rebar, thence S 10 49 25 W 151.01 feet to an iron pin, thence S 10 49 25 W 107.04 feet, thence S 78 45 Page 13 28 feet to an iron pin, the right thence along the right of way two courses and distances S 06 08 41 E 28.68 feet to a point, thence S 22 14 47 E 34.80 feet to a point, thence leaving the right of way S 56 07 59 W 170.91 feet to a point, thence S 42 12 35 E 185.90 feet to a point, thence S 42 12 35 E 234.34 feet to a point, thence S 42 12 35 E 44.36 feet to a point, thence S 68 25 02 W 116.67 feet to a point, thence N 81 34 58 W 125 42 feet to a point, thence N 134 58 W 125 42 feet to a point, thence N 20 E 128.28 feet to an iron pin on the right of way, thence following the western right of way of Mountain Top Trail twenty four courses and distances, \$ 28 17 12 W 29.95 feet to a point, thence \$ 16 15 12 W 39.16 81 34 58 W 125.42 feet to a point, thence 50 44 50 W 12.342 leet to a point, inerice S 06 46 11 W 185.69 feet to a point on the northern right of way of Kings Knob Bluff, thence crossing Kings Knob Bluff S 57 11 32 W 47.00 feet to a 24 inch Spanish Oak on the Southern right of way of Kings Knob feet to a point, thence S 09 45 58 W 70.00 feet to a point, thence S 09 46 31 W 58.71 feet to a point, thence S 14 16 25 W 71.05 feet to a point, thence S 13 27 14 W 46.07 Bluff and on the boundary with the United States Forest Service, along the boundary feet to a point, thence S 18 06 56 W 47.63 feet to a point, thence S 34 55 48 W 14.38 feet to a point, thence S 54 25 57 W 25.07 and right of way ten courses and distances, S 64 28 40 E 52.46 feet to a point, thence N 67 34 37 E 56.82 feet to a point, thence N 67 39 feet to a point, thence S 79 25 39 W 19.75 feet to a point, thence N 76 54 35 W 32.80 feet to a point, thence N 56 47 45 W 23.38 56 E 51.50 feet to a point, thence N 69 38 35 E 32.26 feet to a point, thence N 81 37 feet to a point, thence N 41 00 26 W 14.49 feet to a point, thence N 22 34 22 W 21.11 feet to a point, thence N 22 36 25 W 56.17 06 E 40.88 feet to a point, thence N 89 52 feet to a point, thence N 11 10 11 W 56.80 13 E 37.36 feet to a point, thence S 80 32 37 E 28.15 feet to a point, thence S 77 06 37 E 28.15 feet to a point, thence S 77 06 28 E 44.41 feet to a point, thence C 574 41 16 E 56.44 feet to a point, thence crossing Kings Knob Bluff N 47 02 26 E 48.40 feet feet to a point, thence N 17 32 11 W 37.64 feet to a point, thence N 27 07 57 W 30.30 feet to a point, thence N 35 50 55 W 28.43 feet to a point, thence N 31 55 22 W 27.69 feet to a point, thence N 09 41 16 W 8.38 to a point on the northern right of way of feet to a point, thence N 16 54 12 E 14.27 feet to a point, thence N 37 27 34 E 21.37 feet to a point, thence N 40 02 04 E 16.69 Kings Knob Bluff, thence with the northern right of way twelve courses and distances S 75 19 14 E 55.25 feet to a point, thence S feet to a point, thence crossing the road to the western right of way of Timber Ridge Trail S 68 56 24 E 52.87 this being the TRUE 79 38 52 E 35.60 feet to a point, thence S 87 05 43 E 21.13 feet to a point, thence N 89 23 26 E 21.38 feet to a point, thence N POINT OF BEGINNING and along the west-ern right of way of Timber Ridge Trail four courses and distances \$ 37 30 32 W 32.18 77 45 46 E 23.57 feet to a point, thence N 55 03 54 E 7.11 feet to a point, thence N 71 05 39 W 21.61 feet to a point, thence N 46 27 31 W 81.70 feet to a point, thence N 52 feet to a point, thence S 16 54 12 W 35.15 27 38 61.70 feet to a point, thence N 32 27 28 E 58.11 feet to a point, thence N 71 23 14 E 58.95 feet to a point, thence N 67 38 17 E 48.18 feet to a point, thence N 79 08 29 E 4.47 feet to a point and the TRUE POINT OF feet to a point, thence S 09 41 16 E 30.02 feet to a point, thence S 31 55 22 E 6.96 feet to a point, thence leaving the right of way S 34 28 10 W 56.29 feet to a point, thence S 46 12 56 W 23.34 feet to a point, thence S 62 50 39 W 29.68 feet to a point, thence N 79 35 20 W 49.74 feet to a point, thence N 57 21 48 W 18.22 feet to $\frac{1}{2}$ rebar, thence S 38 00 23 W 106.36 feet to a point, thence S 58 31 53 E 175.37 feet to a point, thence N 34 43 40 E 180.60 feet to a point on the right of way, thence fourteen courses and distances along the right of way, S 17 32 11 E 14.27 feet to a point, thence S 11 10 11 E 54.56 feet to a point, thence S 12 25 16 E 61.16 feet to a point, thence S 22 34 22 E 22.03 feet to a point, thence S 17 50 21 W 14.28 feet to a point, thence S 04 24 32 E 23.13 feet to a point, thence S 29 28 58 E 22.74 feet to a point, thence S 52 56 29 E 20.21 feet to a point, thence \$ 62 51 18 E 28.53 feet to a point, thence \$ 64 55 32 E 40.65 feet to a point, thence \$ 66 52

of Soapstone Creek Circle, thence following the right of way S 23 42 53 W 50.57 feet to a point, thence S 19 36 43 W 60.11 feet to a point, thence S 01 08 13 W 20.69 feet to a point, thence S 01 08 13 W 20.69 feet to a

oint, thence leaving the right of way S 85

10 42 W 202.89 feet to a point, thence S 03 25 07 E 153.26 feet to a point, thence S 21

33 29 E 106.76 feet to a point, thence N 72 28 35 E 174.61 feet to a point on the western right of way of Soapstone Creek Circle, thence along the right of way two courses and distances S 06 08 41 E 28.68 feet to a point, thence S 22 14 47 E 34.80 feet to a point thence leaving the right of way 5 66

point, thence leaving the right of way S 56 07 59 W 170.91 feet to a point, thence S 42 12 35 E 185.90 feet to a point, thence S 42 12 35 E 234.34 feet to a point, thence N 27

00 38 E 159.56 feet to a point on the right of way of Soapstone Creek Circle, thence

along the right of way N 50 34 24 W 28.01 feet to a point, thence crossing Soapstone Creek Circle N 44 16 40 E 50.18 feet to a point and the TRUE POINT OF BEGINNING,

thence N 29 08 36 E 175.12 feet to a point, thence N 40 49 46 W 179.11 feet to a point,

thence N 45 35 26 E 150.35 feet to a point. thence S 42 41 43 E 41.80 feet to a point, thence S 52 21 23 E 260.92 feet to a point

thence S 52 21 23 E 260.92 feet to a point on the western right of way of Soapstone Creek Circle, thence along the right of way twelve courses and distances S 41 34 19 W 66.99 feet to a point, thence S 27 42 22 W 59.30 feet to a point, thence S 17 44 33 W 67.82 feet to a point, thence S 18 30 15 W 52.88 feet to a point, thence S 19 34 04 W 26.86 feet to a point, thence S 44 47 47 W 27.50 feet to a point, thence S 70 47 11 W 28.21 feet to a point, thence S 86 43 33

W 28.21 feet to a point, thence S 86 43 33 W 32.39 feet to a point, thence N 78 10 49 W 22.42 feet to a point, thence N 66 02 34 W 34.50 feet to a point, thence N 46 32 11

W 17.13 feet to a point, thence N 50 34 24

Tract 14 containing 0.472 acres, more or less, as shown on Sheet Eight of the

aforementioned plat, and more particularly

described as Beginning where the south western right of way of Soapstone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum

Monument C1720 on the boundary with the United States Forest Service, thence along the boundary with the United States Forest

Service S 12 59 50 W 157.92 feet to a 15 inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum Monument, thence S

reet to a Aluminum Monument, thence S 50 51 42 W 154.90 feet to a point, thence S 41 31 15 E 65.73 feet to a point on the western right of way of Kings Knob Trail, thence along the western right of way of Kings Knob Trail S 15 27 28 W 42.81 feet to a point, thence S 05 14 38 E 47.97 feet

to a point, thence S 25 53 58 E 233.92 feet to a point, thence S 32 05 01 E 34.90 feet to a point, thence S 32 05 17 27 E 45.04 feet

to a point, thence S 06 17 27 E 171.58 feet to a point, thence S 06 17 27 E 171.58 feet to a point, thence S 24 10 40 E 64.78 feet to a point, thence S 24 10 40 E 60.00 feet

to a point, thence S 65 04 22 E 117.26 feet to a point, thence N 83 37 16 E 64.61 feet to a point, thence N 84 44 05 E 43.95 feet

NING.

61.89 feet back to the POINT OF BEGIN-

W 62.46 feet to a point, thence N 81 47 40

W 21.87 feet to a point, thence leaving the edge of the road N 02 54 25 W 322.26 feet to a ½ rebar, thence N 80 35 11 W 160.83

feet to a rebar at the northwestern corner

of Thomas F. Tatum property as shown on the aforementioned plat (this crosses on to

sheet three of the plat), thence S 10 49 25 W 154.12 feet to a ½ rebar, thence S 10 49 25 W 115.01 feet to an iron pin, thence S

10 49 25 W 107.04 feet, thence S 78 45 20 E 128.28 feet to an iron pin on the right of way, thence crossing the road S 59 56 13

E 50.02 feet to a point on the right of way and being the TRUE POINT OF BEGINNING and seven courses and distances along the

right of way of Mountain Top Trail, N 46 22 32 E 15.90 feet to a point, thence N 61 52 13 E 17.06 feet to a point, thence N 81 45

59 E 31.71 feet to a point, thence \$ 81 47 40 E 29.59 feet to a point, thence \$ 72 58 06 E 59.58 feet to a point, thence \$ 75 13

45 E 60.38 feet to a point, thence N 76 36 10 E 1.85 feet, thence leaving the right of way S 58 28 07 E 126.56 feet to an iron pin,

way \$ 30 20 07 E 120.30 leet to an iron pin, thence \$ 38 50 10 W 228.44 feet to a point on Mountain Top Ridge right of way, thence two courses and distances along the right of way, \$ 66 09 00 W 12.79 feet to a point, thence \$ 61 31 36 W 31.47 feet to a point, thence leaving the right of way N 08 01 36 E

123.93 feet to an iron pin, thence N 65 00 58 W 188.52 feet to a point on the right of way of Mountain Top Trail and along the right of

way three courses and distances N 09 45 58 E 25.24 feet to a point, thence N 16 15 12 E 31.05, thence N 28 17 12 E 23.12 feet back

Tract 3 of Block E containing 2.091 acres, more or less, as shown on Sheet Three of

the aforementioned plat, and more par-ticularly described as Beginning at the intersection of centerline of Route 75 and

the centerline of Soapstone Creek Circle, thence S 37 08 42 W 414.87 feet to a ½ rebar, thence N 83 47 23 W 131.01 feet to a point, thence S 29 11 48 W 156.99 feet to a point, thence S 61 55 14 E 119.67 feet, this being the TRUE POINT OF BEGINNING;

thence along the right of way of Georgia State Route No. 75 four courses and dis-tances, S 27 44 00 W 229.57 feet to a point,

thence S 26 43 38 W 375.78 feet to a point

thence S 26 58 26 W 436.19 feet to a point, thence S 31 00 07 W 50.58 feet to a point,

thence leaving the right of way N 50 33 39 W 63.80 feet to a point, thence N 50 28 05 W 174.41 feet to a point, thence N 14 56 54 W

214.02 feet to a point, thence N 14 56 54 W 132.88 feet to a point, thence N 12 58 16 W 193.32 feet to a point, thence around an arc

N 56 11 38 E with a Chord 74.77, Radius of 40', Length 154.76 feet to a point, thence S 54 38 29 E 95.53 feet to an iron pin, thence

N 27 39 06 E 229.06 feet to a 1/2 rebar, thence

N 33 38 53 E 152.59 feet to a rebar, thence N 49 16 04 W 286.88 feet to a point, thence

along the road ten courses and distances, S 30 15 24 W 18.23 feet to a point, thence S 28 10 31 W 35.76 feet to a point, thence S

18 47 34 W 35.22 feet to a point, thence S 23 46 02 W 25.84 feet to a point, thence S 56 03 00 W 7.62 feet to a point, thence S 67 14 31

W 24.08 feet to a point, thence S 76 36 10 W 21.28 feet to a point, thence N 75 13 45 W 46.85 feet to a point, thence N 72 58 06

to the POINT OF BEGINNING.

BEGINNING and continuing with the right of way twelve courses and distances courses N 79 08 29 E 37.87 feet to a point, thence S 80 18 54 E 40.26 feet to a point, thence S 83 46 53 E 41.20 feet to a point, thence N 83 29 40 53 £ 41.20 leet to a point, thence N 75 40 43 £ 44.41 feet to a point, thence N 76 65 82 1 £ 42.95 feet to a point, thence N 66 58 21 £ 61.16 feet to a point, thence N 45 13 10 £ 21.66 feet to a point, thence N 32 46 10 E 15.25 feet to a point, thence N 18 39 18 E 36.55 feet to a point, thence N 02 23 04 E 36.84 feet to a point, thence N 00 05 41 E 22.44 feet to a point, thence leaving the right of way N 84 21 40 W 28.81 feet to a point, thence N 73 51 52 W 44.07 feet to a point on the right of way and along the right of way six courses and distances S 56 58 44 W 19.98 feet to a point, thence S 83 36 E 48.72 feet to a point, thence \$ 70 50 53 E 29.11 feet to a point, thence \$ 80 03 06 E 33.78 feet to a point, thence N 74 14 57 50 W 30.40 feet to a point, thence N 70 41 08 W 29.79 feet to a point, thence N 54 47 53 W 42.02 feet to a point, thence N 47 56 E 25.78 feet to a point, thence leaving the right of way S 53 06 42 W 30.24 feet to a point, thence S 51 30 29 W 149.38 feet to 06 51 W 38.91 feet to a point, thence N 39 18 03 W 28.76 feet to a point, thence leav-ing the right of way S 47 39 30 W 54.17 feet to a point, thence S 09 39 02 W 209.67 feet a point, thence S 72 38 32 W 30.36 feet to a point, thence N 61 48 53 W 304.72 feet to a point, thence N 61 48 53 W 304.72 feet, thence S 29 25 57 W 167.72 feet to an iron back to the TRUE POINT OF BEGINNING. Tract 20 shown as Block C, Section 2 pin, thence N 60 40 57 W 83.69 feet to a containing 22.269 acres, more or less, as shown on Sheets Five and Six of the point, thence N 80 24 00 W 67.19 feet to a point, thence N 86 14 00 W 40.75 feet to a aforementioned plat, and more particularly point, thence S 59 56 03 W 61.92 feet to a described as Beginning where the south western right of way of Soapstone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum noint thence S 02 24 30 F 117 53 feet to a point, thence S 41 25 20 W 43.83 feet to a point on the northern right of way of Chattahoochee Forest Circle, thence along the right of way N 49 37 05 W 61.34 feet to a point, thence N 49 19 27 W 56.92 feet to a Monument C1720 on the boundary with the United States Forest Service, thence along the boundary with the United States Forest Service S 12 59 50 W 157.92 feet to a 15 point, thence N 49 58 50 W 114.94 feet to a point, thence N 54 27 06 W 75.84 feet to a point, thence N 61 48 40 W 48.92 feet to a inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum Monument, thence S 50 point, thence N 80 16 26 W 21.44 feet to a 51 42 W 154.90 feet to a point and the TRUE point, thence leaving the right of way N 28 06 45 E 250.96 to a point, thence N 28 46 POINT OF BEGINNING, thence S 41 31 15 E 65.73 feet to a point on the western right of 04 E 275.36 crossing a twelve foot gravel road to a point on the edge of Timber Ridge Court, thence N 53 45 50 W 30.08 feet to way of Kings Knob Trail, thence along the western right of way of Kings Knob Trail S 15 27 28 W 42.81 feet to a point, thence S a point, thence N 47 03 59 W 122.01 feet to a point on the eastern right of way of Soapstone Creek Circle, thence along the 05 14 38 E 47.97 feet to a point, thence S 25 53 58 E 233.92 feet to a point, thence S 32 05 01 E 34.90 feet to a point, thence S 06 17 27 E 45.04 feet to a point, thence S 06 right of way N 23 35 34 E 36.08 feet to a point, thence N 28 40 16 E feet 19.94 feet to a point, thence N 33 33 46 E 59.57 feet to 17 27 E 171.58 feet to a point, thence S 24 10 40 E 64.78 feet to a point, thence S 24 10 40 E 60.00 feet to a point, thence S 65 an iron nin thence N 45 22 54 F 138 72 feet to a point, thence N 48 27 37 E 71.21 feet to a point, thence N 48 27 37 E 71.21 feet to a point, thence N 43 46 13 E 87.15 feet 04 22 E 117.26 feet to a point, thence N 83 37 16 E 64.61 feet to a point, thence N 84 44 05 E 43.95 feet to a point on the west-ern right of way of Soapstone Creek Circle, to an iron pin, thence N 34 36 49 E 43.68 feet to a point, thence N 27 24 11 E 52.62 thence following the right of way \$23 42 53 W 50.57 feet to a point, thence \$ 19 36 43 W 60.11 feet to a point, thence \$ 01 08 feet to a point, thence N 24 30 41 E 45.06 to an iron pin, thence leaving the right of way of Soapstone Creek Circle and along Trail fourteen courses and distances \$ 59 08 42 E 10.21 feet to a point, thence \$ 66 24 18 E 51.78 feet to a point, thence \$ 86 the right of way S 85 10 42 W 202.89 feet to a point, thence S 03 25 07 E 153.26 feet to a point, thence S 21 33 29 E 106.76 feet to a point, thence N 72 28 35 E 174.61 feet 15 13 E 60.55 feet to a point, thence \$ 84 52 30 E 48.98 feet to a point, thence \$ 73 47 27 E 25.44 feet to a point, thence \$ 62 to a point on the western right of way of Soapstone Creek Circle, thence along the 13 51 E 15.78 feet to a point, thence S 48 16 10 E 8.61 feet to a point, thence S 48 25 35 E 17.90 feet to a point, thence S 28 50 right of way two courses and distances S 06 08 41 E 28.68 feet to a point, thence S 22 06 08 41 E 28.68 feet to a point, thence S 22 14 47 E 34.80 feet to a point, thence leav-ing the right of way S 56 07 59 W 170.91 feet to a point, thence S 42 12 35 E 185.90 feet to a point, thence S 42 12 35 E 234.34 36 E 9.84 feet to a point, thence S 10 40 27 E 15.65 feet to a point, thence S 07 06 04 W 19.82 feet to a point, thence S 15 08 58 feet to a point, thence S 42 12 35 E 234.34 feet to a point, thence S 42 12 35 E 44.36 feet to a point, thence S 08 25 02 W 116.67 feet to a point, thence N 81 34 58 W 125.42 feet to a point, thence S 06 46 11 W 185.69 W 27.11 feet to a point, thence S 13 24 44 W 32.75 feet to a point, thence S 04 21 39 E 18.90 feet to a point, thence leaving the right of way S 31 22 18 W 183.09 feet to a point, at a ½ inch rebar, thence S 77 40 35 E 268.37 feet and back to the TRUE POINT feet to a point on the northern right of way of Kings Knob Bluff, thence crossing Kings Knob Bluff S 57 11 32 W 47.00 feet to a 24 Lot 52, Block E, containing 0.675 acres, more or less, as shown on Sheet Three of the inch Spanish Oak on the southern right of way of Kings Knob Bluff and on the boundaforementioned plat, and more particularly described as Beginning at the intersection of centerline of Route 75 and the centerary with the United States Forest Service. thence northerly with the United States Forest Service boundary N 42 47 38 W 79.70 feet to a point, thence N 42 47 38 W 101.81 line of Soapstone Creek Circle, thence S 37 feet to a point, thence N 42 47 30 W 101.01 feet to a point, thence N 64 54 27 W 310.88 feet to a point, thence N 52 58 26 W 54.50 feet to a point, thence N 52 58 26 W 76.07 08 42 W 414.87 feet to a ½ rebar, thence N 83 47 23 W 131.01 feet to a point, thence S 29 11 48 W 156.99 feet to a point, thence S 61 55 14 E 119.67 feet, this being the TRUE POINT OF BEGINNING; thence along the feet to a point, thence N 32 36 26 W 76.67 feet to a point, thence N 47 52 26 W 130.99 feet to a point, thence N 32 45 50 W 270.17 right of way of Georgia State Route No. 75 four courses and distances, S 27 44 00 W 229.57 feet to a point, thence S 26 43 38 feet to a point, thence N 35 15 02 W 147.98 feet to a point, thence N 31 06 10 W 60.89 feet to a Aluminum Monument, thence N 19 W 375.78 feet to a point, thence S 26 58 26 W 436.19 feet to a point, thence S 31 00 07 W 50.58 feet to a point, thence leaving the 11 40 E 104.31 feet to a point, thence N 11 right of way N 50 33 39 W 63.80 feet to a point, thence N 50 28 05 W 174.41 feet to a point, thence N 14 56 54 W 214.02 feet to 22 49 53 W 68.10 feet to a Rock, thence N 32 29 25 E 597.67 feet to a point, thence N 20 18 23 E 154.05 feet to a point, thence N 50 51 42 E 37.63 feet back to the POINT OF a point, thence N 14 56 54 W 132.88 feet to a point, thence N 14 56 54 W 132.66 leet to a point, thence N 12 58 16 W 193.32 feet to a point, thence around an arc N 56 11 38 E Tract 22 containing 0.259 acres, more or less, as shown on Sheet Five of the aforewith a Chord 74.77, Radius of 40', Length ness, as shown on sheet rive of the alore-mentioned plat, and more particularly described as Beginning where the south western right of way of Soapstone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone 154.76 feet to a point, thence S 54 38 29 E 95.53 feet to an iron pin, thence N 27 39 06 E 229.06 feet to a ½ rebar, thence N 33 38 53 E 152.59 to a rebar, thence N 49 16 04 W 286.88 feet to a point, thence along the Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum Monument C1720 on the boundary with the road ten courses and distances, \$ 30 15 24 W 18.23 feet to a point, thence S 28 10 31 W 35.76 feet to a point, thence S 18 47 34 W 35.22 feet to a point, thence S 23 46 02 United States Forest Service, thence along the boundary with the United States Forest Service S 12 59 50 W 157.92 feet to a 15 W 7.62 feet to a point, thence S 67 14 31 W 24.08 feet to a point, thence S 76 36 10 W 21.28 feet to a point, thence N 75 13 45 W 46.85 feet to a point, thence N 72 58 06 inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum Monument, thence S 50 51 42 W 154.90 feet to a point, thence W 62.46 feet to a point, thence N 81 47 40 W 21.87 feet to a point, thence leaving the edge of the road N 02 54 25 W 322.26 feet to S 41 31 15 E 65.73 feet to a point on the western right of way of Kings Knob Trail, thence crossing the apparent end of Kings Knob Trail S 41 31 15 E 13.48 feet, thence S a ½ rebar, thence N 80 35 11 W 160.83 feet 40 44 03 E 29.71 feet to a point, thence N 41 52 27 E 12.86 feet to a point, thence N 88 21 Thomas F. Tatum property as shown on the 28 E 8.68 feet to a point on the eastern edge of the right of way and the TRUE POINT OF BEGINNING, thence N 88 21 28 E 122.70 feet aforementioned plat (this call crosses on to sheet three of the plat), thence S 10 49 25 W 154.12 feet to a ½ rebar, thence S 10 49 25 W 115.01 to an iron pin, thence S 10 49 25 W 107.04 feet, thence S 78 45 20 E 128.28 to a point, thence N 21 52 24 E 189.81 feet to a point, thence N 44 35 42 W 36.59 feet to a point, thence N 85 17 05 E 73.21 feet to a point, thence S 27 41 57 W 79.91 feet feet to an iron pin on the right of way thence following the western right of way of Mountain Top Trail twenty-four courses and distances, S 28 17 12 W 29.95 feet to a point, thence S 16 15 12 W 39.16 feet to a point, thence S 09 45 58 W 70.00 feet to a point, thence S 09 46 31 W 58.71 feet to point, thence S 14 16 25 W 71.05 feet to a point, thence S 13 27 14 W 46.07 feet to a point, thence S 18 06 55 W 47.63 feet to a point, thence S 34 55 48 W 14.38 feet to a point, thence S 54 25 57 W 25.07 feet to a point, thence S 79 25 39 W 19.75 feet to a point, thence N 76 54 35 W 32.80 feet to a point, thence N 56 47 45 W 23.38 feet to a point, thence N 41 00 26 W 14.49 feet to

the southern right of way of Timber Ridge

a point, thence N 22 34 22 W 21.11 feet to

a point, thence N 12 25 16 W 56.17 feet to a point, thence N 11 10 11 W 56.80 feet to

a point, thence N 17 32 11 W 37.64 feet to

a point, thence N 27 07 57 W 30.30 feet to a point, thence N 35 50 55 W 28.43 feet to

a point, thence N 31 55 22 W 27.69 feet to

a point, thence N 09 41 16 W 8.38 feet to a point, thence N 16 54 12 E 14.27 feet to

a point, thence N 37 27 34 E 21.37 feet to

a point, thence N 40 02 04 E 16.69 feet to

a point, thence crossing the road to the

western right of way of Timber Ridge Trail S 68 56 24 E 52.87 feet to a point, thence

Ridge Trail four courses and distances \$ 37

30 32 W 32.18 feet to a point, thence S 16 54 12 W 35 15 feet to a point, thence S 09

41 16 E 30.02 feet to a point, thence S 31 55 22 E 6.96 feet to a point, thence S 31 55 22 E 6.96 feet to a point, thence leaving the right of way S 34 28 10 W 56.29 feet to a point, thence S 61 25 6W 23.34 feet to a point, thence S 62 50 39 W 29.68 feet to a point, thence N 79 35 20 W 49.74 feet to a point, thence N 79 35 20 W 49.74 feet to

point, thence N 57 21 48 W 18.22 feet to

½ rebar, thence S 38 00 23 W 106.36 feet to a point, thence S 58 31 53 E 175.37 feet to a point, thence N 34 43 40 E 180.60 feet

OF BEGINNING.

to a point, thence S 17 20 38 W 161.64 feet to a point, thence S 81 57 00 W 162.00 feet to a point on the eastern right of way of Kings Knob Trail, thence following the right of way N 05 14 38 W 13.06 feet to a point, thence N 15 27 28 E 23.87 feet and back to the POINT OF BEGINNING. Tract 23 containing 0.670 acres, more or less, as shown on Sheet Five of the aforementioned plat, and more particularly described as Beginning where the south western right of way of Soapstone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum Monument C1720 on the boundary with the United States Forest Service, thence N 39 07 34 E 82.06 feet to a 24 inch Spanish Oak, thence N 87 58 33 E 180.96 feet to a 36 inch Red Oak, thence S 16 46 09 E 42.09 feet, crossing the road to the TRUE POINT OF BEGINNING, thence S 28 37 00 E 76.89 feet to a 1/2 inch rebar, thence S 43 41 46 W 196.03 feet to a point on the right of way of Soapstone Creek Trail, thence following the right of way for nine courses and distances N 37 36 53 W 48.89 feet to a point, thence N 36 04 23 W 52.34 feet to a point, thence N 39 56 27 W 23.85 feet to a point, thence N 12 59 28 W 8.13 feet to a point, thence N 01 35 05 W 6.14 feet to a point, thence N 12 59 52 E 29.07 feet to a point, thence N 39 07 36 E 54.61 feet to a point, thence N 87 51 19 E 148.70 feet and back to the POINT OF BEGINNING. Tract 24 containing 0.509 acres, more or less, as shown on Sheet Five of the aforeness, as shown on sheet rive of the alore-mentioned plat, and more particularly described as Beginning where the south western right of way of Soapstone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum Monument C1720 on the boundary with the United States Forest Service, thence N 39 07 34 E 82.06 feet to a 24 inch Spanish Oak, thence N 87 58 33 E 180.96 feet to a 36 inch Red Oak, and being the TRUE POINT OF BE-GINNING, thence N 15 44 54 E 145.36 feet to a point, thence S 80 34 05 E 182.90 feet to a point, thence S 21 24 09 E 84.17 feet to the right of way five courses and distances. S 83 21 43 W. 61.89 Chord, with a 40 foot radius and a distance of 70.76 feet to a point, thence N 87 21 16 W 29.64 feet to a point, thence S 86 15 35 W 52.11 feet to a point, thence S 73 59 49 W 63.59 feet to a point, S 84 02 09 W 46.64 feet and back to the POINT OF BEGINNING. Together with: an easement for ingress and egress from GA State Route #75 along Soapstone Creek Circle and other subdivision roads as shown on the above referenced plat for access to all tracts described above. Together with all right, title, and interest to the below roads as referenced on the aforementioned plat, the descriptions thereof being based solely on the names as shown on said plat as the names may have changed from those shown on prior The aforedescribed tracts and lots of real property are conveyed subject to the rights of way and easements of others in and to the use of the aforenamed roads including but not limited to access for ingress and egress to that 28.15 acre tract, shown in Plat Book 26 Page 105 Towns County Records, said 28.15 acre tracts having been conveyed in Deed Book 212, Page 117, to Soapstone Development Group, LLC, Towns County Clerk of Superior Court Records; and those rights of ingress and egress as conveyed in Deed Book 60, Page 97, in Deed Book 60, Page 117, in Deed Book 60, Page 118, in Deed Book 61 Page 352, in Deed Book 61 Page 353, in Deed Book 62 Page 480. in Deed Book 62 Page 485, in Deed Book 67 Pages 72-73, in Deed Book 68 Pages 635-637, in Deed Book 73 Page 520, in Deed Book 73 Page 522, in Deed Book 76 Page 514, in Deed Book 76 Page 794, in Deed Book 76 Page 797, in Deed Book 77 Page 374, in Deed Book 77 Page 476, in Deed Book 77 Page 479, in Deed Book 77 Page 482, in Deed Book 77 Page 485, in Deed Book 79 Page 281, in Deed Book 88 Page 173, in Deed Book 88 Page 176, in Deed Book 96 Page 86, in Deed Book 104 Page 189, in Deed Book 107 Page 100, in Deed Book 111 Page 310, in Deed Book 111 Page 375, in Deed Book 111 Page 386, in Deed Book 115 Page 694, in Deed Book 123, Page 69, in Deed Book 123 Page 77, in Deed Book 123 Page 85, in Deed Book 123 Page 93, in Deed Book 123 Page 101, in Deed Book 123 Page 109, in Deed Book 123 Page 117, in Deed Book 124 Page 259, in Deed Book 124 Page 268, in Deed Book 124 Deed Book 124 Page 288, in Deed Book 124 Page 280, in Deed Book 124 Page 300, in Deed Book 124 Page 320, in Deed Book 124 Page 3340, in Deed Book 126 Page 3321, in Deed Book 130 Page 41, in Deed Book 132 Page 83, in Deed Book 132 Page 388, in Deed Book 133 Page 525, in Deed Book 134 Page 663, in Deed Book 135 Page 128, in Deed Book 136 Page 58, in Deed Book 138 Page 3346, in Deed Book 139 Page 294, in Deed Book 139 Page 296, in Deed Book 139 Page 298, in Deed Book 140 Page 387 in Deed Book 155 Page 776, in Deed Book 156 Page 28, in Deed Book 158 Page 459, in Deed Book 159 Page 757, in Deed Book 160 Page 138, in Deed Book 162 Page 10. in Deed Book 162 Page 16, in Deed Book 162 Page 34 (C1-05), in Deed Book 162 Page 334 (C1-5A), in Deed Book 175 Page 333, in Deed Book 177 Page 395, in Deed Book 196 Page 332, in Deed Book 196 Page 337, in Deed Book 196 Page 354, in Deed Book 199 Page 716, in Deed Book 202 Page 512, in Deed Book 205 Page 512, in Deed Book 205 Page 563, in Deed Book 212 Page 117, in Deed Book 222 Page 399, in Deed Book 222 Page 643, in Deed Book 332 Page 372 and in Deed Book 344 Page 38 Towns County records. The property is subject to setbacks on spring heads as shown on the above plat, and subject to all local and state ordinances regarding set backs along creeks, streams and spring heads. The property is conveyed subject to any rights acquired by landowners having been heretofore conveyed property in Soapstone Subdivision for a subdivision fo Subdivision for rights-to-use of the subdivision roads for access of ingress and The property is conveyed subject to an easement for Blue Ridge Mountain EMC as shown in Deed Book 129 Page 234 Towns County records. granted in Deed Book 58 Page 593 Towns County records as conveyed back to M. W.B. Special Projects, Inc. in Deed Book 102 Page 753 Towns County records conveyed to Marcus W. Buttrill. Jr. in Deed Book 105 The property is subject to the rights for well use granted in Deed Book 60 Page 97 Towns County records and subject to a 40 foot ingress and egress as conveyed in The property is subject to the rights for well use granted in Deed Book 60 Page 117 Towns County records and subject to a 40 foot ingress and egress as conveyed in said deed. The property is subject to the rights for well use granted in Deed Book 60 Page 118 Towns County records and subject to a 40 foot ingress and egress as conveyed The property is subject to the rights to the spring conveyed in Deed Book 73 Page 318 Towns County records. All that tract or narcel of land lying and being in Land Lot 51, 19th District, 1st Section of Towns County, Georgia, containing 4.021 acres, being fract 1, as shown on plat of survey by T. Kirby & Associates, Inc., RS #2988, having a plat date of 2/14/07, re-corded in Plat Book 37, Page 172, Towns County records, said plat being incorporat-ed by reference herein as if fully set forth, and being more particularly described as and being more particularly described as BEGINNING at a point on the western right of way of Georgia State Route #75, a 100 foot right of way where it intersects the northern boundary of Soapstone Creek Circle right of way, a 50 foot right of way, as to not right of way, as to not right of way, as to not right of way. Said beginning point located at an iron pin set on the respective rights of way. Said point being THE TRUE POINT OF BEGINNING. Thence along the northern right of way of Soapstone Creek Circle nineteen courses and distances N 58.19 39 W 61.14 feet to a point, thence N 63 11 50 W 167.65 feet to a point, thence N 63 16 53 W 87.71 feet to a point, thence N 63 44 45 W 78.35 feet

to a point, thence N 63 52 15 W 39.72 feet to a point, thence N 74 18 46 W 47.86 feet to a point, thence N 81 57 22 W 36.09 feet to a point, thence N 86 36 22 W 29.67 feet thence N 86 30 21 W 42.10 feet to a point thence N 79 06 05 W 51.77 feet to a point, thence N 68 59 40 W 48.77 feet to a point, thence N 60 24 38 W 44.72 feet to a point, thence N 54 21 30 W 97.58 feet to a point thence N 55 59 25 W 44.30 feet to a point thence N 65 25 25 W 44.26 feet to a point thence N 76 44 32 W 39.33 feet to a point, thence N 89 42 06 W 45.14 feet to a point, thence S 77 54 14 W 12.89 feet to a point. 190.29 feet to a point, thence N 20 48 37 W 195.40 feet to a point on the center line of Soapstone Creek, thence along centerline fifteen courses and distances 76 57 58 E 59.66 feet to a point, thence 71 22 09 E 80.20 feet to a point, thence 57 58 18 E 46.14 feet to a point, thence 48 14 17 E 73.65 feet to a point, thence 60 57 38 E 214.59 feet to a point, thence 80 20 40 E 139.89 feet to a point, thence 64 57 52 E 79.74 feet to a point, thence 56 12 36 E 87.37 feet to a point, thence 70 38 06 E 88.32 feet to a point, thence S 53 50 25 E 218.37 feet to a point, thence S 63 01 36 E 67.33 feet to a point, thence 72 33 59 E 54.42 feet to a point, thence S 84 35 49 E 69.85 feet to a point on the western right of way of Georgia State Route #75, thence along the right of way S 30 21 43 W 94.45 feet back to the TRUE POINT OF All that tract or parcel of land lying and being in Land Lot 51, 19th District, 1st Section of Towns County, Georgia, containing 3.146 acres as shown on plat of survey by T. Kirby & Associates, Inc., RS #2988, having a plat date of 2/20/07, recorded in Plat Book 37, Page 171, Towns County records, said plat being incorporated by reference herein as if fully set forth, and being more particu-larly described as follows: BEGINNING at a point where the center-line of Mountain Top Trail intersects with the centerline of Soapstone Creek Circle, thence N 66 16 47 E 36.11 feet to a point on the northern right of way of Mountain Top Trail and eastern right of way of Soapstone Creek Circle being the TRUE POINT OF BE-GINNING. Thence N 24 19 10 E 37.16 feet to a point, thence N 33 42 40 E 36.92 feet to a point, thence N 44 11 26 E 36.37 feet to a point, thence N 52 08 57 E 31.13 feet to a point, thence N 60 59 45 E 34.83 feet to a point, thence N 68 13 09 E 30.40 feet to a point, thence N 73 01 28 E 27.82 feet to a point, thence N 73 01 28 E 15.83 feet to a point, thence N 68 15 41 E 35.31 feet to a point, thence N 67 45 E 76.78 feet to point, thence N 89 28 01 E 46.86 feet to a point, thence S 88 54 34 E 57.85 feet to a point, thence N 88 19 16 E 46.95 feet to point, thence N 85 16 33 E 30.39 feet to point, thence S 12 10 35 E 121.82 feet to a point, thence S 88 35 12 W 41.62 feet to thence S 88 43 30 W 45.32 feet to a point, thence S 86 23 57 W 108.30 feet to a point, thence S 85 57 53 W 33.42 feet to a point on the northern right of way of Mountain Top Trail, thence along the right point, thence N 62 13 51 W 26.97 feet to a point, thence N 86 15 13 W 52,40 feet to a point, thence N 66 24 18 W 39.86 feet to a point, thence N 59 08 42 W 14.55 feet back TO THE TRUE POINT OF BEGINNING. ing in Land Lot 51, 19th District, 1st Section of Towns County, Georgia, containing 1.189 acres as shown on plat of survey by T. Kirby & Associates, Inc., RS #2988, having a plat date of 2/14/07, recorded in Plat Book 37, Page 170, Towns County records, said plat being incorporated by reference herein as

if fully set forth, and being more particu-larly described as follows: BEGINNING at a point where the center-line of Mountain Top Trail intersects with the centerline of Soapstone Creek Circle, thence N 42 02 58 E 81.36 feet to a point on the right of way of Soapstone Creek Circle this being the TRUE POINT OF BEGINNING Thence N 32 32 14 W 160.29 feet to a point on the southern boundary of Soapstone of Soapstone Creek Circle twenty-seven courses and distances S 89 50 24 E 48.81 feet to a point, thence S 70 07 37 E 41.44 feet to a point, thence S 83 29 34 E 33.11 feet to a point, thence N 80 52 02 E 34.59 feet to a point, thence N 61 27 20 E 40.41 feet to a point, thence N 45 46 13 E 26.12 feet to a point, thence N 30 00 38 E 43.12 feet to a point, thence N 40 09 07 E 9.77 feet a point, thence S 87 10 08 E 13.78 feet to a point, thence S 65 43 27 E 29.80 feet to point, thence S 39 10 12 E 7.28 feet to a point, thence S 60 59 45 W 41.85 feet to a point, thence S 33 42 40 W 45.61 feet to a point, thence S 23 52 21 W 34.14 feet to a point, thence S 24 37 53 W 36.39 feet to a point, thence S 27 24 11 W 10.26 feet back to the TRUE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING There is Less and excepted from the above parcel designated as Tract 1 of Block E containing 22.544 acres the following properties: (i) All that tract or parcel of land lying and being in Land Lot 51, 19th District, 1st Section, Towns County, Georgia and being shown as Lot Thirteen (13) containing 1.00 acre of Soapstone Community, Block E. pared by T. Kirby & Associates, Inc., R.L.S #2988, dated December 21, 2006, recorded records which description on said plat incorporated herein by reference. Said 1.00 acre being the same as that conveyed by Warranty Deed from S & L Soapstone Ventures, LLC to Thomas M. Fazio by Warranty Deed dated April 30, 2008, recorded in Deed Book 432, Page 565-566, Town County re-(ii) Also: All that tract or parcel of land lying and being in Land Lots 51, 52 and 62, 19th District, 1st Section, Towns County, Georgia and being shown as Lot Fourteen (14), containing 1.00 acre of Soapstone Community Block E. Section 3 as shown on a plat of survey prepared by T. Kirby & Associates Inc., R.L.S. #2988 dated June 6, 2007, recorded in Plat Book 37, Page 193, Towns County records which description on said plat is incorporated herein by reference. Said 1.00 acre being the same as that conveyed by Warranty Deed from S & L Soap-stone Ventures, LLC to Craft Enterprises,

Inc. dated September 14, 2007, recorded in Deed Book 416, Pages 250-251, Towns County records. Tract B: There is Less and Excepted from the above parcel designated ats Tract 20 shown as Block C, Section 2 containing 22.269 acres (i) All that tract or parcel of land lying and being in Land Lot 52 and 61. District 19. Section 1, Towns County, Georgia, being known as Lot 6, Block C, Section 2, Soapstone Community, containing 1,472 acres nary Plat Soapstone Community Block "C Section 2" by T. Kirby & Associates. Inc Tony G. Kirby, R.L.S. No. 2988, dated April 26, 2007 and recorded in Plat Book 37, Page 195. Towns County records which descrip by reference hereto. Said 1.472 acres being the same as that conveyed by Warranty Deed from S & L Soapstone Ventures, LLC to Patricia L. Sullivan dated May 12, 2008, ecorded in Deed Book 433 TOWN COUNTY RECORDS.
TOGETHER WITH ALL RIGHTS, EASEMENTS, APPURTENANCES, ROYALTIES, MINERAL RIGHTS, CROPS, TIMBER, ALL DIVERSION PAYMENTS OR THIRD PARTY PAYMENTS MADE TO CROP PRODUC-ERS, ALL WATER AND RIPARIAN RIGHTS, WELLS, DITCHES, RESEVOIRS, AND WATER STOCK AND ALL EXISITNG IMPROVEMENTS, STRUCTURES, FIXTURES, AND REPLACE-MENTS THAT ARE A PART OF THE REAL ES-TATE DESCRIBED ABOVE. The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of principal and interest when due. The indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor and/or S & L Soapstone Ventures, LLC. The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental assessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to by the grantee therein. The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Grantor is: Acorn 6B Soapstone Real Estate, LLC, 4675 Mac-arthur Court, Suite 1550, Newport Beach, CA 92660, Attention: Mante Dzakuma, (949) 255-2678. Please understand that the secured creditor is not required by law to ne-

gotiate, amend or modify the terms of the

mortgage instrument.
Acorn 6B Soapstone Real Estate, LLC, a

Georgia limited liability company, as attorney-in-fact for Scotty Fain and Lamar

1201 West Peachtree Street, NW

BRYAN CAVE LLP Justin S. Barry, Esq One Atlantic Center

Fourteenth Floor

Atlanta, Georgia 30309 (404) 572-6600

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY Because of default in the payment of the Because of default in the payment of the indebtedness, secured by a Security Deed executed by Kirt S Kimsey and Melissa Kimsey to Mortgage Electronic Registration System, Inc. as nominee for Cimarron Mortgage Company, its successors and assigns. dated December 1, 2006 in the amount of \$123,000,000, and recorded in Pacel Review. \$103,000.00, and recorded in Deed Book 391, Page 484, Towns County, Georgia Records; as last transferred to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP has doubly white the undersigned, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP pursuant to said deed and the 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 in August, 2012, during the legal hours of sale, at the Courthouse door in Towns 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 Lots 91 and 126, 17th District, 1st Section, Towns County, Georgia, containing 2.030 acres, more or less, as shown taining 2.03d acres, more or less, as snown on a plat of survey by Northstar Land Surveying, Inc., W. Gary Kendall, R.S. #2788, dated February 26, 2001, recorded in Plat Book 26, Page 239, Towns County Records, which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject.

signed, the party/parties in possession of the subject property known as 764 BUGS-CUFFLE ROAD, HIAWASSEE, GEORGIA 30546 is/are: ROBERT HEMPSTEAD AND BRIGITTE HEMPSTEAD AND A/K/A BRIGETTE HEMP-STEAD 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 ac-curate 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

The property is subject to the 30 foot right of way of Chatuge Shores Road as shown The property located below the 1933 contour of Lake Chatuge is subject to T.V.A. Rules and Regulations as shown on said piat. The property is subject to power line easement as shown on said plat. Said property is located at 1693 Chatuge Shores Rd., Hiawassee, GA 30546." The debt secured by said Deed to Secure Debt, as modified, 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, as modified. 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, as modified, 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, as modified, 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

dated April 5, 2004, recorded on 04/07/2004 in Deed Book 300, Page 271, Towns County, said Security Deed having been last sold, assigned, transferred and conveyed to Deutsche Bank National Trust Company, as trustee of IndyMac Loan Trust Mortgage Backed Certificates Series 2004-L1 under the Pooling and Servicing Agreement dated June 1, 2004 by Assignment conveying the declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on August 7, 2012 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 deribed in said Deed, to-wit: LL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 120, DISTRICT 18, SECTION I OF TOWNS COUNTY GEORGIA, BE-ING KNOWN AS TRACT ONE (1), CONTAINING 0.362 ACRES, TRACT TWO (2), CONTAINING 0.259 ACRES, TRACT THREE (3), CONTAIN-ING 0.148 ACRES AND TRACT FOUR (4) CON-TAINING 0.569 ACRES AS SHOWN ON PLAT OF SURVEY BY LANDTECH SERVICES, INC ENTITLES " SURVEY FOR BRIAN VILLELLA DATED MARCH 24, 2004 RECORDED IN PLAT IN BY REFERENCE HERETO FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. SUBJECT TO 50 FOOT RIGHT OF WAY AS SHOWN ON ABOVE MENTIONED PLAT AND PLAT RECORDED IN PLAT BOOK 10, PAGE 151, TOWNS COUNTY RECORDS. THE GRANTOR HEREBY IMPOSES UPON THE ABOVE DESCRIBED TRACTS AS A COVENANT RUNNING WITH THE LANDS AND BEING UPON GRANTEE HIS HEIRS, SUC-CESSORS AND ASSIGNS. THE FOLLOWING; NO MOBILE HOMES, SINGLE OR DOUBLE WIDE, OR OTHER MANUFACTURED HOME CONSTRUCTED OFF THE PREMISES AND DE-SIGNED TO BE PLACED UPON THE PREMISES FOR IMMEDIATE OCCUPANCY, CAMPERS OR TRAILERS SHALL BE PLACED UPON THE ABOVE DESCRIBED PROPERTY FOR RESI-

Book 161, Page 631, Towns County, Georgia Records, as last transferred to Fleet Mortgage Corporation by assignment recorded in Deed Book 162, Page 489, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY AND 0/100 DOLLARS (\$86,250.00), 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 August, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 110, 18th District, 1st Section, Towns County, Georgia containing 1.040 acres, being Lot Two (2) of Rolling Acres Subdivision as shown on a plat of survey by Tamrock Associates, Inc., dated 11/5/97. recorded in Plat Book 22, Page 42 Town County records which description on said plat is incorporated herein by reference. The property is conveyed subject to the water meter and power lines as shown on said plat. The property is conveyed subject to the road right of way as shown on said plat. The property is conveyed subject to the water line running through the proper-ty. The property is conveyed subject to the restrictions of record pertaining to Rolling Acres. 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 can be contacted at 800-848-9136 or by writing to 7255 Baymeadows Way, Jacksonville, FL 32256, to discuss possible alternatives to foreclo sure. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not vet due

Inc. successor by merger to Fleet Mortgage Corporation as Attorney in Fact for Gloria Ann Swanson Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ng4 8/7/12 Our file no. 1720310-FT20 COUNTY OF TOWNS.
On February 23, 2007, Terry E. Taylor executed a Commercial Deed to Secure Debt With Power of Sale to Stephens Federal Bank, securing a note of even date for Fifty Thousand and 00/100 Dollars (\$50.000.00). said security deed being recorded in Deed Book 397, Pages 798-804, Towns County Records. Said security deed conveyed the By virtue of the power of sale contained in said security deed to Stephens Federal Bank, there will be sold by the undersigned at public outcry to the highest bidder for cash, before the Towns County Courthouse door in Hiawassee, Georgia, during the legal hours of sale, being 10 a.m. until 4 p.m. Eastern Time, on the first Tuesday in All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 184 of Towns County, Georgia being Lot One (1) containing 1.00 acres, and Lot Three (3) containing 0.99 acres, Block B of Victoria Woods Subdivision, as shown on a plat of survey by Tamrok Engineering, Inc., dated July 2, 2008 and recorded in Plat Book 11, Page 137, Towns County, Georgia records, said plat being incorporated Property is conveyed subject to all matters and conditions as shown on the plat of surpertains to Victoria Woods Subdivision. recorded in Deed Book 94, Page 130-133 and Deed Book 94, Page 207-209, Towns Subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 93, Pages_627-629 and Deed Book 103, note has been and is hereby declared due and payable because of default for nonpay-ment as required by the note and security deed. The debt having been declared due and payable and remaining unpaid, and the terms in the note and security deed remaining in default, this sale will be made for the purpose of paying the principal, accrued interest and attorney's fees pursuant to the note and security deed, plus all aid property will be sold as the property of Terry E. Taylor and subject to outstanding ad valorem taxes and/or easements and/or restrictive covenants appearing of record if any. The undersigned will comply with Georgia law, O.C.G.A. Section 44-14-162.2, prior to conducting the sale. To the best knowledge and belief of the un-The entity with full authority to negotiate, amend and modify all terms of the mortgage with Debtor is Stephens Federal Bank, 2859 Highway 17 Alt., Toccoa, Georgia, 30577; phone number 706-886-2111. The undersigned will execute a deed to the purchaser at said sale as provided in the forementioned deed to secure Stephens Terry E. Taylor Sanders & Ranck, P.C. P. O. Box 1005 Toccoa, GA 30577 706-886-7533 Attorneys for Stephens Federal Bank T(Jul11,18,25,Aug1)B **COUNTY OF TOWNS** NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from AN-DREW J. GANO and MARTHA L. GANO to

revised August 23, 2004 as further revised February 20, 2006 and March 8, 2006 and recorded in Plat Book 35, page 270-271, in the Office of the Clerk of Superior Court Towns County, Georgia records; which plat and the recording thereof are hereby in-The debt secured by said Security Deed default, failure to pay the indebtedness debt remaining in default, this sale will be in the Security Deed and by law, including s (notice of intent to collect 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 To the best knowledge and belief of the undersigned, the party in possession of the property is ANDREW J. GANO and MARTHA File No. C0608-00364 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED Under and by virtue of the Power of Sale contained in a Security Deed given by H. Lamar Sikes to ABN Amro Mortgage, dated November 30, 2005, recorded in Deed Book conveying the after-described property sand and 00/100 DOLLARS (\$336,000.00). highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of in the Note and Security Deed. The debt refor the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's tiate, amend, and modify all terms of the mortgage with the debtor is: CitiMortage, Inc., 1000 Technology Drive, MS 14, O'Fallon, MO 63368 AND 866-880-5730. Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage 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, cord superior to the Security Deed first set

PAGES 125-126, TOWNS COUNTY, GEORGIA RECORDS. THE PROPERTY IS CONVEYED SUBJECT TO EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 105, PAGE 95, TOWNS COUNTY, GEOR-GIA RECORDS.

T(Jul11.18.25.Aug1)B