**Towns County Herald** 

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 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 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

the loan as provided immediately above.

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 dis-tances, 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 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, 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 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 09 41 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 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, thence N 02 53 03 W 31.35 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 N 50 00 56 E 117.90

Tract 4 of Block E containing 13.075 acres, more or less, as shown on Sheet Three 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  $\frac{1}{2}$  rebar, thence N 83 47 23 W 131.01 feet to a point, thence S

33 47 23 W 13.01 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

feet back to the POINT OF BEGINNING.

point, thence leaving the right of way \$ 56 07 59 W 170.91 feet to a point, thence \$ 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, 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 along the

right of way four courses and distances

right of way four 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 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

Creek 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 47 15 10 E 50 00 feet to a point, thence N 47

41 13 1 E 55.49 reet to a point, thence N 47 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 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 leaving the right of way S 83 58 45 W 194.55 feet back to the POINT OF BEGINNING.

Tract 16 containing 1.129 acres, more or less, as shown on Sheet Eight of the 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 Monument C1720 on the houndary with the

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

```
Legal Notices for July 25, 2012
```

NOTICE TO DEBTORS AND CREDITORS **NOTICE OF SALE UNDER POWER** ROTICE OF SALE ORDER FOWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY Because of default in the payment of the 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 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 Sysaccording to law; and all persons indebted to said estate are required to make immediate payment. This the 2th day of July, 2012. Bruce L. Ferguson, Attorney for to Mortgage Lectronic Registration Systems, 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 Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 502, Page 207, Towns County, Georgia Records con-Earl Chester White. Administrator of the Estate of Troy Garnet Spivey PO BOX 524 Hiawassee, GA 30546 T(Jul11,18,25,Aug1)B 207, Towns County, Georgia Records, conveying the after-described property to se-STATE OF GEORGIA TOWNS COUNTY NOTICE TO DEBTORS AND CREDITORS cure a Note in the original principal amount of ONE HUNDRED SEVEN THOUSAND NINE HUNDRED NINETY-SIX AND 0/100 DOLLARS RE: Estate of Daniel Miles Cejka All debtors and creditors of the estate of Daniel Miles Cejka, deceased, late of Towns County, Georgia, are hereby notified to ren-der their demands and payments to the Ex-(\$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. ecutor of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to the Executor. This 3rd day of July, 2012. Matthew Daniel Cejka, Executor **HEREOF** The debt secured by said Security 256 Hampton Oaks Circle Villa Rica, GA 30180 Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as T(Jul18,25,Aug1,8)B 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 STATE OF GEORGIA for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding at valvement taxes (including taxes which NOTICE TO DEBTORS AND CREDITORS RE: Estate of Martha O. Amos All debtors and creditors of the estate of Martha O. Amos, deceased, late of Towns County, Georgia, are hereby notified to ren-der their demands and payments to the Executor of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to 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, encum-brances, zoning ordinances, restrictions, the Executor. This 10th day of July, 2012. Barbara Anderson-Bates, Personal Representative 3930 Ryans Lake Terrace Cumming, GA 30040 covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mort-404-394-6220 amend, 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, T(Jul18,25,Aug1,8)B STATE OF GEORGIA TOWNS COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Mildred Nichols All debtors and creditors of the estate of Mildred Nichols, deceased, late of Towns 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, 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 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 required to make immediate payment to the Executor. This 9th day of July, 2012. Jackie & Johnny Barnes, Personal Representative 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 PO Box 284 Hiawassee, GA 30546 706-835-6687 Attorney in Fact for will not be seeking a personal money judg-ment against you. Bank of America, N.A., successor by merger to BAC Home Loans STATE OF GEORGIA Servicing, LP fka Countrywide Home Loans Servicing, LP as Attorney in Fact for Jere-miah A Passmore and Shannon E Passmore 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 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 notified to render their demands and pay parcel of land lying and being in the 17th District, 1st Section, Land Lots 205 and 206 ments to the Executor of the estate, accor ing to the law, and all persons indebted to 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 a plat of survey by M.E. Richards dated July 23, 1985 and recorded in Towns County Records in Plat Book 8, Page 187. Three tracts having hear previously conveyed as shown T(Jul11,18,25,Aug1)B said estate are required to make immedi-ate payment to the Executor. This 28th day of June, 2012. STATE OF GEORGIA COUNTY OF TOWNS Clarence Johnson, Personal Representative PO Box 434 Hiawassee, GA 30546 706-970-0195 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 GEORGIA, TOWNS COUNTY PROBATE COURT TO: Any heir whose current address is un-known, all known and unknown interested Ridge Mountain EMC as recorded in Deed Book168, page 336, Towns County Records. The property is subject to the boundary parties and anyone else. line agreement as recorded in Deed Book 80, page 572, Towns County Records The property is subject to the restrictions as 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 petition much be in writing setting forth the recorded in Deed Book 107, pages 668-669, Towns County Records. Grantors also grants to grantee a non-exclusive perpetual easement for ingress and egress to the above described property along the road as shown on said plat. Easement running from tion must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before August Upper Plott Town Road. MR/em2 8/7/12 Our file no. 5303412 - FT11 T(Jul11,18,25,Aug1)B 13, 2012. All pleadings/objections must be 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 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 LISED FOR THAT PURPOSE Under and by virtue of the Power of Sale 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 scheduled at a later date. If no objections are filed, the petition may be granted with out a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 501, 48 River Street, Suite C 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-GEORGIA. TOWNS COUNTY PROBATE COURT SAND THREE HUNDRED AND 0/100 DOLLARS (\$252,300.00), with interest thereon as set known, all known and unknown interested forth therein, there will be sold at public parties and anyone else. pointed Administrator(s) of the estate of fore the courthouse door of Towns County. 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 bow ears 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 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 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 be filed with the court on or before August signed before a notary public or before a probate court clerk, and filing fees must be expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's 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 fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a any objections are filed, a hearing will be scheduled at a later date. If no objections lien, but not yet due and payable), any mat-ters which might be disclosed by an accuare filed, the petition may be granted withrate survey and inspection of the property, out a hearing. David Rogers, Probate Judge By: Bonnie Sue Dixon, any assessments, liens, encumbrances zoning ordinances, restrictions, covenants and matters of record superior to the Se Probate/Deputy Clerk 48 River Street, Suite ( Hiawassee, GA 30546 curity Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with 706-896-3467 the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. NOTICE TO DEBTORS AND CREDITORS Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instru-RE: ESTATE OF: Alice J. Harrell All debtors and creditors of the estate of Alice J. Harrell, deceased, late of Towns ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeffery Lovelady and County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted Detra Lovelady or a tenant or tenants and said property is more commonly known as 593 Glen Rd, Hiawassee, Georgia 30546. to said estate are required to make immediate payment to the undersigned. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to This the 13th day of June, 2012. Joseph Bert Harrell. final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to Coconut Creek, FL 33073 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 NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA as Attorney in Fact for Jeffery Lovelady and Detra Lovelady McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia COUNTY OF TOWNS 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-30076 www.foreclosurehotline.net MR/ em2 8/7/12 Our file no. 5405512-FT11 EX-HIBIT "A" All that tract or parcel of land cording to law, and all persons indebted to said estate are required to make immedilying and being in the 18th District, 1st Sec-tion, Land Lot 231, Towns County, Georgia ate payment to the undersigned. containing 2.69 acres, as shown on a plat This the 9th day of July, 2012. Michael H. Weber, Personal Representative 600 Boarshead Drive 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-Port Orange, FL 32127 386-562-5683 T(Jul11,18,25,Aug1)B T(Jul11,18,25,Aug1)P ginning at the corner common to Land Lots 231, 232, 256, and 257 of said District and Section; thence running N 0 degrees 03' NOTICE OF SEIZURE OF PERSONAL PROPERTY **GEORGIA. TOWNS COUNTY** 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 VALUED AT LESS THAN \$25.000 Pursuant to O.C.G.A. §16-13-49(n), any party claiming an interest in the followto 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 ing property is hereby notified that on the 1st day of May, 2012, said property was seized by the undersigned agency in Towns to an iron pin; thence running S 00 degrees 14' 56" E 226.86 feet to the true point of be-ginning. Also conveyed herein is an ease-Property Seized: PROPERTY ONE: Winchester Model 94 30-30 rifle, Serial No. 4693300 PROPERTY TWO: Smith & Wesson Model SW40VE handgun, Serial No. DTD0753 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 and running Northeasterly, with the pres-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 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 PROPERTY SIX: Sears and Roebuck Model 79919051 rifle, no serial no. PROPERTY SEVEN: FMJ Model D .45 caliber erly direction, crossing the northern apex of the 1.00 acre tract shown on said plat. handgun, Serial No. 4523254 Conduct giving rise to said seizure: to the northwestern corner of the above described tract. Address: 593 Glen Rd; Hia-Said property was found in the possession wassee, GA 30546 Tax Map or Parcel ID No.: of CHARLES CHRISTOPHER LEDFORD, and was, directly or indirectly, used or intended 00470-030-000 MR/em2 8/7/12 Our file no. 5405512 - FT11 for use to facilitate the possession, pos-session with intent to distribute, and/or distribution and sale of MARIJUANA, was T(Jul11,18,25,Aug1)B found in close proximity to a quantity of MARIJUANA, or was the proceeds of said illegal activity, in violation of the Georgia **GEORGIA, TOWNS COUNTY** THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE Controlled Substances Act. Further, the said guns and marijuana were seized from the residence of CHARLES CHRISTOPHER 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, LEDFORD, at the time of his arrest for distribution of marijuana, in Towns County, dated March 22, 2006, recorded in Deed Book 366, Page 144, Towns County, Geor-gia Records, conveying the after-described The owner of said property is purported to be: 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 property to secure a Note in the original principal amount of ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED AND 0/100 DOLment as shown on said plat. LARS (\$130,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash 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 genbefore the courthouse door of Towns Counperiore 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 data required by a said Security. eral circulation and the legal organ of this county, by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, return receipt 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 This 29th day of June, 2012. Inis 29th day of June, 2012.
JEFFREY LANGLEY
District Attorney
By: Cathy A. Cox-Brakefield
Chief Assistant District Attorney
Enotah Judicial Circuit 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 Union County Courthouse 65 Courthouse Street, Box 6 Blairsville, Georgia 30512 fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valor-(706) 439-6027 Towns County Sheriff's Office em taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate Inv. B. Wilson set out above. Young Harris, Georgia 30582 survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and (706) 896-4444 T(Jul11.18.25)B matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and mod-NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000 Pursuant to O.C.G.A. §16-13-49(n), any party claiming an interest in the following property is hereby notified that on the ify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Mi-amisburg, OH 45342, 800-523-8654. Please gage instrument. 1st day of May, 2012, said property was seized by the undersigned agency in Towns County, Georgia. understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instru-Property Seized: PROPERTY ONE: Six hundred and sixty-seven (\$667.00) in U.S. Currency ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Carmen W. Willis and Car-Conduct giving rise to said seizure: men Denton or a tenant or tenants and said Said property was found in the possession of CHARLES CHRISTOPHER LEDFORD, and 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 was, directly or indirectly, used or intended for use to facilitate the possession, pos-session with intent to distribute, and/or Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546 final confirmation and audit of the status of the loan with the holder of the security distribution and sale of MARIJUANA, was found in close proximity to a quantity of MARIJUANA, or was the proceeds of said nd in close proximity to a quantity of (706)-896-9699 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, illegal activity, in violation of the Georgia Controlled Substances Act. Further, the said currency and marijuana were seized from National Association, successor by merger to National City Bank, successor by merger to National City Mortgage, a division of Na-T(Jul11,18,25,Aug1)B the residence and the person of CHARLES CHRISTOPHER LEDFORD, at the time of his arrest for distribution of marijuana, in STATE OF GEORGIA COUNTY OF TOWNS Towns County, Georgia. The owner of said property is purported tional City Bank of Indiana as Attorney in Fact for Carmen W. Willis McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Charles Christopher Ledford, 2341 Kelley Road, Hiawassee, Georgia 30546 Georgia 30076 www.foreclosurehotline net MR/dmo 8/7/12 Our file no. 5576012-FT8 EXHIBIT "A" All that tract or parcel of Any party claiming an interest in said property is hereby further notified that you must land lying and being in the 18th District, 1st Section, Land Lots 2 and 37 of Towns County, Georgia, containing 0.514 acre, and file any claim in accordance with O.C.G.A. §16-13-49(n) within 30 days of the second 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. 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

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 GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLsurvey 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 file no. 5576012 - FT8 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 T(Jul11,18,25,Aug1)B

NOTICE OF SALE UNDER POWER

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 or

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

the first Tuesday in August, 2012, the fo

HEREOF The debt secured

This 29th day of June, 2012. JEFFREY LANGLEY

Enotah Judicial Circuit

Union County Courthouse 65 Courthouse Street, Box 6

Appalachian Drug Task Force Agent C. Donaldson

NOTICE OF SALE UNDER POWER

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-

SAND AND 0/100 DOLLARS (\$270,000.00),

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

no. 1528311-FT20

TIONED PLAT. THE PROPERTY IS CONVEYED

TO PLAT OF SURVEY. THE PROPERTY IS

OLD BRASSTOWN ESTATES AS RECORDED

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

known as 2113 BRASSTOWN LANE, YOUNG

The indebtedness secured by said Security

Deed has been and is hereby declared due

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 subject to the following items which may affect the title: any outstanding ad valorem

taxes (including taxes which are a lien,

right of redemption of any taxing authority;

matters which would be disclosed by an

property; all zoning ordinances; assess-

ments; liens; encumbrances; restrictions

To the best of the knowledge and belief

the undersigned, the owner and party possession of the property is ANTHONY SILVERS AND STEPHANIE SILVERS, AN-

covenants, and any other matte superior to said Security Deed.

Telenhone Number: 800-720-3758

ANTHONY J. SILVERS

POSE.

30092

T(Jul11,18,25,Aug1)B

said plat.

and inspection of the property, and (d) any

assessments, liens, encumbrances, zoning

ordinances, restrictions, covenants, and matters of record superior to the Security

The sale will be conducted subject to (1) confirmation that the sale is not prohibited

under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security

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

regarding the rescission of judicial and non-judicial sales in the State of Georgia,

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

Deed first set out above.

Road.

NOTICE OF SALE UNDER POWER.

COUNTY, GEORGIA RECÓRDS.

EGRESS AND LITHLITIES FIFTY

Cleveland, Georgia 30528

USED FOR THAT PURPOSE.

Blairsville, Georgia 30512

(706) 439-6027 SEIZING AGENCY:

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

because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided 129, Towns County records which descripby reference and made a part hereof. The grantor grants to grantee a perpetual easement for ingress and egress to the above in the Note and Security Deed. The debt redescribed property along the 50 foot easefor the purpose of paying the same and all ment as shown on said plat of survey. The expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's strictions recorded in Deed Book 210, page 728-729, Towns County records. The property is conveyed to the 50 foot road easefees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a 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 lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, Lot Thirty-Nine (39) of Pine Crest Subdiviany assessments, liens, encumbrances A (2A). The property is conveyed subject and matters of record superior to the Security Deed first set out above. The entity that to a water line and utility easement which easement which shall serve Tract Two A modify all terms of the mortgage with the (2A) and Tract Three (3). The right, if any, of The United States of America to redeem 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 of 1966 (Public Law 89-719). The debt seinstrument. To the best knowledge and be cured by said Security Deed has been and is hereby declared due because of, among lief of the undersigned, the party in possession of the property is James C. Bazzinotti and Pia K. Johansson or a tenant or tenother possible events of default, failure to pay the indebtedness as and when due and ants and said property is more commonly Georgia 30546. The sale will be conducted 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 subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit law, including attorney's fees (notice of in of the status of the loan with the holder of given). JPMorgan Chase Bank, National solely to foreclose the creditor's lien on rea Association can be contacted at 800-446estate and this law firm will not be seeking 8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible 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 alternatives to foreclosure. Said property lien, but not yet due and payable), any mat-ters which might be disclosed by an accuas Attorney in Fact for James C. Bazzinotti and Pia K. Johansson McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia rate survey and inspection of the property, any assessments, liens, encumbrances 30076 www.foreclosurehotline.net MR/dmc and matters of record superior to the Se All that tract or parcel of land lying and be curity Deed first set out above. To the best ing in Land Lots 139 & 166, 18th District, 1st the party in possession of the property is Andrea Lynn Kell and Edward Scott Kell on a plat of survey done by Northstar Land more commonly known as 5368 River 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 Birch Lane, Young Harris, Georgia 30582 The sale will be conducted subject (1) to The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to conveyed subject to all matters and condiof the loan with the holder of the security of survey. The property is conveyed subject deed. JPMorgan Chase Bank, National As to easements to BRMEMC as recorded in to easements to Briment as recorded in Deed Book 95, Pages 802-803 and Deed Book 254, Page 31, Towns County, Geor-gia records. MR/dmo 8/7/12 Our file no. 5582312 - FT8 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 NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in Under and by virtue of the power of sale contained in a Security Deed from JOSHUA that certain Security Deed from ANTHONY R. SHOOK to UNITED COMMUNITY BANK Mortgage Electronic Registration Systems Inc as nominee for Pine State Mortgage Georgia records, as last modified by Modifi June 1, 2009, in Deed Book 456, Page 290 recorded in Deed Book 476, Page 190, Towns Towns County, Georgia Records, said Se-curity Deed having been given to secure a Note of even date in the original principal 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) Dolamount of One Hundred Sixty-Eight Thou-(\$168,300.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and trans-ferred to BANK OF AMERICA, N.A., SUClars, with interest from date at a rate per cent per annum on the unpaid balance until CESSOR BY MERGER TO BAC HOME LOANS at public outcry to the highest bidder for cash before the Courthouse door at Towns LOANS SERVICING, LP. there will be sold County, Georgia, within the legal hours at public outcry to the highest bidder for sale on the first Tuesday in August, 2012, cash before the courthouse door of Towns County, Georgia, within the legal hours of the following described property: All that tract or parcel of land lying and besale on the first Tuesday in August, 2012, all property described in said Security Deed ing in Land Lot 62, 17th District, 1st Secproperty described in said Security Deed including but not limited to the following and being shown as Lot 3A, 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 described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 7 & 30, 17TH DISTRICT. 1ST SECTION OF TOWNS COUNTY RLS. #2653, and recorded in Deed Book 35, 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 TOWN ESTATES AS SHOWN ON A PLAT OF PLAT BOOK 28. PAGES 134. TOWNS COUNTY. Tract 3B, containing 0.101 acres, more or less, Tract 2A, containing .232 acres more or less, as shown on the above referenced MORE COMPLETE LEGAL DESCRIPTION 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 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 paving 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

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

UNITED COMMUNITY BANK.

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 THONY J. SILVERS, STEPHANIE SILVERS, or GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from PATRICA M. CARRODUS AND ROBERT L. CARRODUS to 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 Mortgage Electronic Registration Systems of the loan with the holder of the Security Lender, dated April 26, 2004, recorded May The entity having full authority to negoti-3, 2004, in Deed Book 302, Page 738-754, Towns County, Georgia Records, said Se-curity Deed having been given to secure a ate, amend or modify all terms of the loan (although not required by law to do so) is: Lender Contact: BAC. Loss Mitigation Dept. Note of even date in the original principal P.O. Box 940070, Simi Valley, CA 93094and 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 BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SER-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 RE ACTING AS A DERT COLLECTOR LINDER OBTAINED WILL BE USED FOR THAT PURof Towns County, Georgia, within the lega hours of sale on the first Tuesday in August. Contact: Rubin Lublin, LLC, 3740 2012, all property described in said Security Deed including but not limited to the Davinci Court, Suite 400, Norcross, GA following described property: All that tract or parcel of Land Lying and Being in Land Lots 8 and 29, 17th 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 DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.85 ACRE, AND BE-ING LOT 56 OF WOODLAKE SUBDIVISION, AS www.rubinlublin.com/property-listings. 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 TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by William M. Stew-AND MADE A PART HEREOF THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD PERTAINING and recorded in Deed Book 430 Page 839 TOWNS County, Georgia records; as last transferred to OneWest Bank, FSB by As-TO WOOD! AKE SURDIVISION AS RECORDED transferred to OneWest Bank, FSB by Assignment filed for record in TOWNS County, Georgia records, conveying the after-described property to secure a Note in the TY IS SUBJECT TO THE ROAD EASEMENTS uescribed property to secure a Note in the original principal amount of \$ 368,000.00. with interest at the rate specified therein GRANTED TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 99, PAGE 636-637, TOWNS COUNTY, GEORGIA RECORDS there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of TOWNS Said legal description being controlling however the property is more commonly County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012 however the property is more commonly known as 2071 WOODLAKE LANE, YOUNG (August 7, 2012), the following described HARRIS. GA 30582. property: All that tract or parcel of land lying and Deed has been and is hereby declared due being in Land Lot 115, 18th District, 1st Section, Towns County, Georgia containbecause of default under the terms of said Section, Towns County, Georgia contain-ing 0.683 acres, and being Lot Seven (7) of limited to the nonpayment of the indebtedness as and when due The indehtedness Bear Run subdivision as shown on a plat survey by Tamrok Associates, Inc., Jon Stubblefield, RLS, dated 1/16/01 and 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 recorded in Plat Book 26 Page 141 Towns plat is incorporated herein by reference: together with a perpetual, nonexclusive easement of ingress and egress to and the terms of the Security Deed and Note. sis without any representation, warranty or from the aforesaid property and Georgia Highway 288, over, above and across that recourse against the above-named creditor or the undersigned. The sale will also be ning along the northern line as shown on 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 The property is conveyed subject to the restrictions of record as recorded in Deed right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the Book 217 Pages 514-517 Towns County The property is conveyed subject to the property; all zoning ordinances; assessments; liens; encumbrances; restrictions power line easement to Blue Ridge Moun-The debt secured by said Security Deed covenants, and any other matters of record has been and is hereby declared due be-cause of, among other possible events of superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party default, failure to pay the indebtedness in possession of the property is PATRICA M. CARRODUS AND ROBERT L. CARRODUS, PATRICA M. CARRODUS, ROBERT L. CARas and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including 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 attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 712 Bear Run Road, Hiawassee, Georgia 30546 of the loan with the holder of the Security together with all fixtures and personal prop-erty attached to and constituting a part of The entity having full authority to negotiate, said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject propamend or modify all terms of the loan (al-though not required by law to do so) is: Lender Contact: BAC, Loss Mitigation Dept., erty is (are): William M. Stewart and Cindy P.O. Box 940070, Simi Valley, CA 93094-Said property will be sold subject to: (a) Telephone Number: 800-720-3758 any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), (b) the right of redemption of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., any taxing authority, (c) any matters which might be disclosed by an accurate survey CHI MORTGAGE PASS-THROUGH TRUST

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

as Attorney in Fact for Patrica M. Carrodus AND ROBERT L. Carrodus 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.

Case No. BAC-11-11619-0004

T(Jul11,18,25,Aug1)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY Aldridge Connors, LLP, 3575 Piedmont N.E., Suite 500, Atlanta, Georgia By virtue of a Power of Sale contained in 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT that certain Security Deed from JAMES A WAGES SR., SANDRA FAY WAGES to MORT-COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1164-005 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 467-473, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Seventeen Thou-sand One Hundred Eight and 00/100 dollars (\$217,108.00), with interest thereon as pro-vided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVIC-ING, LP FKA COUNTRYWIDE HOME LOANS SERVICING I P there will be sold at public SERVICING. LP. 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, 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 DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOT 17 OF THE EDGAR ALLISON SUBDIVISION, CONTAINING 0.37 ACRE, MORE OR LESS AS PER A PLAT OF SURVEY PREPARED BY B. GREGORY, COUNTY SURVEYOR, DATED APRIL 1978, SAID PLAT BEING RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE IN PLAT BOOK 5, PAGE 164, TOWNS COUNTY RECORDS, REFERENCE THERETO BEING HEREMADE FOR A FULL AND COMPLETE DESCRIPTION HEREIN, ADDRESS: 2499 LEI-SURE LANE; YOUNG HARRIS, GA 30582 TAX MAP OR PARCEL ID NO: 0018B-042 Said legal description being controlling, however the property is more commonly known as 2499 LEISURE LN, YOUNG HAR-RIS. GA 30582. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness ness as and when due. The indeptenness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" ba 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 superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is JAMES A. WAGES SR., 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 of the loan with the holder of the Security 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-BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERas Attorney in Fact for 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 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

www.rubinlublin.com/property-listings

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

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 en-tire amount of said indebtedness due and tre amount or said indepteness 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 2.030 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 hereof. The property is conveyed subject to the road Right of Way as shown on the above plat and subject to the electric lines as shown on the above plat of survey. which has the property address of 349 Hog Creek Road, Hiawassee, Georgia., together with all fixtures and other personal propwith all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. 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 terms of the note secured by said deed. 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 Kirt S Kimsey and Melissa Kimsey McCurdy & Candler, L.L.C. (404) 373-1612 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. **NOTICE OF SALE UNDER POWER** 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 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 RETURN 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 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/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 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. 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. 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 ease-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 The individual or entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of 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 mort-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 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **NOTICE OF SALE UNDER POWER** 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., 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 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.

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-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 taxyet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate assessments, liens, encumbrances, zoning Deed first set out above. The sale will be Bankruptcy Code and (2) to final confirma-Pursuant to O.C.G.A. Section 9-13-172.1. iudicial sales in the State of Georgia, the confirmation of the audit of the status of has been and is hereby declared due beamong other and when due and in the manner provided for the purpose of paying the same and all expenses of this sale, as provided in Seexpenses 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 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 MorrisHardwick|Schneider, LLC

1301 Hightower Trail, Suite 305

**USED FOR THAT PURPOSE.** 

**NOTICE OF SALE UNDER POWER** 

THÍS LAW FIRM IS ACTING AS A DEBT COL-

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

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 Glo-ria Ann Swanson to The Bank of Hiawassee,

dated November 13, 1997, recorded in Deed

Mortgage Corporation by assignment recorded in Deed Book 162, Page 489, Towns County, Georgia Records, conveying the

after-described property to secure a Note

0/100 DOLLARS (\$86,250,00), with interest

der for cash before the courthouse door

2012, the following described property: All

declared the entire amount of said indebt-

edness 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-

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

ribed in said Deed, to-wit: LL THAT TRACT OR PARCEL OF LAND LYING

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. plat is incorporated herein by reference. The property is conveyed subject to the 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-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 maining 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 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 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 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 Page 229, Towns County, Georgia records, as transferred to Community & Southern Bank pursuant to that certain Purchase and Assumption Agreement dated as of September 17, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 512, Page 116, Towns County Records, said Security Deed being given to secure a Note from ANDREW ary 9, 2009, in the original principal amount of One hundred Five Thousand Three Huncent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 226 of the 18th District, 1st Section, Towns County, Georgia, being Lot 8 of Scenic Views Subdivision more particuto a plat and survey entitled "final Survey for Scenic Views" prepared by Landtech Services, Inc., dated February 14, 2003 as 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 incorporated herein by reference for a more detailed description of the property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect 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 To the best knowledge and belief of the L. GANO or a tenant or tenants. COMMUNITY & SOUTHERN BANK, as attorney in Fact for ANDREW J. GANO and MARTHA L. GANO 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00364 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** GEORGIA, TOWNS COUNTY
Under and by virtue of the Power of Sale contained in a Security Deed given by H. Lamar Sikes to ABN Amro Mortgage, dated

2005, recorded in Deed E 355, Page 721, Towns County, Georgia Re-cords, last assigned to CitiMortgage, Inc., conveying the after-described property

to secure a Note in the original principal amount of Three Hundred Thirty-Six Thou-sand and 00/100 DOLLARS (\$336,000.00),

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 de-

scribed property: SEE EXHIBIT "A" ATTACHED HERETO AND

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 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 (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 mortgage with the debtor is: CitiMort-

MADE A PART HEREOF

gage, Inc., 1000 Technology Drive, MS 314, 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, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set The sale will be conducted subject (1) to 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, Hiawassee, GA 30546. CitiMortgage, Inc. as Attorney in Fact for H. Lamar Sikes MorrislHardwick|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. EGRESS AND UTILITIES FROM FRONG POND 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, 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 STATE OF GEORGIA **NOTICE OF SALE UNDER POWER** NOTICE OF SALE UNDER POWER
Under and by virtue of the Power of Sale
contained in a Security Deed given by Jeffrey 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, transferred and conveyed
to Deutsche Rank National Trust Commany. to Deutsche Bank National Trust Company. as Trustee of Residential Asset Securitiza-tion Trust Series 2003-A2, Mortgage Pass-Through Certificates, Series 2003-B under 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 described 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 LAMES A LONC BECISTEDER SURVEY BY LAMES A LONC BECISTEDER SURVEYOR JAMES A. LONG, REGISTERED SURVEYOR #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-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

any.
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 tenant or tenants. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not

es (including taxes which are a lien, but not yet due and payable), the right of redemp-tion 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 re-

garding the rescission of judicial and non-

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, noth-ing 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-Albertelli Law Attorney for Deutsche Bank National Trust 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. 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. T(Jul11,18,25,Aug1)B **NOTICE OF SALE UNDER POWER** GEORGIA, TOWNS COUNTY
By 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, as-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 secure a Note (as amended modified or re-Security Deed naving been given to secure a Note (as amended, modified, or revised 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 202 SAID PLAT IS CORDED IN TOWNS COUNTY RECORDS IN PLAT BOOK 35, PAGE 292. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED 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 indebtedness 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 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 **NOTICE OF 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 amend-ed, modified, or revised from time to time, "Security Deed"), said Security Deed hav-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, previously been released from the lien of previously deed:
the Security Deed):
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT'S 1 & 2, 17TH
DISTRICT, 1ST SECTION, TOWNS COUNTY,
GEORGIA, BEING LOT 3, CONTAINING 0.984
ACRES OR ERROMMANEN SURDINGSION AS ACRES OF BROOKHAVEN SUBDIVISION AS SHOWN ON PLAT OF SURVEY PREPARED BY ROCHESTER & ASSOCIATES, 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 PLAT FOR BROOKHAVEN 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-JECT TO THE POWER LINE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORD-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 The indehtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including, but not limited to, the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all 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 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 Alan Patton 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 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** COUNTY OF TOWNS 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 assigned to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt ef-fective as of August 24, 2011 and recorded in Deed Book 505, Page 406, 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 Eighty-Two Thousand Three Hundred Twen-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 2, CONTAINING 0.84 ACRE, MORE OR LESS, ON A PLAT OF SURVEY BY LANDTECH SER-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 EXISITING 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 principal and interest when due. The indebted-ness remaining in default, the sale wil 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 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 con-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 Macar-thur Court, Suite 1550, Newport Beach, CA 92660, Attention: Mante Dzakuma, (949) 255-2678. Please understand that the se 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 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 COUNTY OF TOWNS** 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 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 assigned to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that certain Assign fective 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 sure (the foregoing deed to secure debt, as may have from time to time been or may be assigned, assumed, modified, amended, referred to as the "Security Deed"), said 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 CRV, and then to Holder (said note, as same renewed, replaced, modified, assigned amended, or amended and restated, being hereinafter referred to as the "Note"), to-gether with any and all indebtedness owing

by Dehtor to Holder there will be sold by the

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 3, CONTAINTING 0.75 ACRE, MORE OR LESS, ON A PLAT OF SUR-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-

PETUAL EASEMENT FOR THE PURPOSE OF

INGRESS, EGRESS, AND UNDERGROUND UTILITIES ALONG THE 50' INGRESS/EGRESS FASEMENT 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 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 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 attorn 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 thur 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 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 Fourteenth Floor 1201 West Peachtree Street, NW NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt dated August 16, 2007 from Scotty Fain and La mar Wakefield (collectively, "Debtor" o "Grantor") to Bank of Hiawassee and re-County, Georgia records, as modified by that certain Modification of Deed to Secure Debt Book 463, Page 562, Towns County, Georgia records, as assigned 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 Towns County, Georgia records, and as subsequently assigned 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 August 16, 2007 in the original stated principal amount of Two Million and 00/00 Dollars (\$2,000,000.00) 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 after 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 hidder 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 Lots 51, 52, 61, and 62, 19th District, 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 .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 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 the Towns County Records, said plat being incorporated by reference herein as if fully set forth, and said Tracts being more particularly 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 of centerline of Route 75 and the centerline of Soapstone Creek Circle, thence S 37 08 42 W 414.87 feet to a 1/2 rebar, N 83 47 23 156.99 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, \$ 27 44 00 W 229.57 feet to a point, thence \$ 26 43 38 W 375.78 feet to a point, thence \$ 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 14 56 54 W 214.02 feet to a point, thence 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 \$ 54 38 29 E 95.53 feet to an to a rebar, thence N 49 16 04 W 286.88 feet to a point, thence along 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 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

thence N 26 15 05 E 150.14 feet, thence 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 point, thence S 02 59 05 E 21.47 feet to a point, thence S 71 39 22 E 94.91 feet to an iron pin set, thence N 60 50 41 E 198.89 feet to a point in the centerline of the branch, 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 \$ 54 21 30 E 79.93 feet to a point, thence \$ 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 \$ 74 18 46 E 39.95 feet to a point, thence \$ 63 52 15 E 30.19 feet to a point, thence \$ 41 31 22 E 66.15 feet to a point, thence \$ 42 07 51 E 53.45 feet to point, thence \$ 53 48 52 E 53.48 feet to a point, thence \$ 61 38 49 E 27.65 feet to a point, thence \$ 55 44 22 E 18.80 feet to a point, thence \$ 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 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 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 20 30 20 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 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, \$ 30 15 24 W 18.23 feet to a point, thence \$ 28 10 31 W 35.76 feet to a point, thence \$ 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 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 S 81 47 40 E 29.59 feet to a point, thence S 72 58 06 E 59.58 feet to a point, thence S 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, thence S 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, S 66 09 00 W 12.79 feet to a point, thence S 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 to the POINT OF BEGINNING.
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,

a point, thence 3 of 33 14 1133 ref., 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 26 18 00 07 W 50 58 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

24.08 feet to a point, thence S 76 36 10 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 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, this being the 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 \$ 78 45 20

BEGINNING.

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

of Soapstone Creek Circle, thence followin

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 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 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 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

W 61.89 feet back to the POINT OF BEGIN-

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 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 \$ 32 05 01 E 34.90 feet to a point, thence \$ 06 17 27 E 45.04 feet to a point, thence \$ 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

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 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

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

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

northwestern corner of Thomas F. Tatum

property as shown on the aforementioned plat (crossing on to sheet three of the plat),

TRUE POINT OF BEGINNING.

the western right of way of Timber Ridge Trail S 68 56 24 E 52.87 this being the TRUE POINT OF BEGINNING and along the western right of way of Timber Ridge Trail four courses and distances S 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 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 S 62 51 18 E 28.53 feet to a point, thence \$ 64 55 32 E 40.65 feet to a point, thence \$ 66 52 36 E 48.72 feet to a point, thence \$ 70 50 35 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 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 22 W 30.36 feet to a point, thence S 72 38 22 W 30.36 feet to a point, thence N 51 48 53 W 30.472 feet 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 Chat-tahoochee 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 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 point, thence N 80 16 26 W 21.44 feet to a point, thence leaving the right of way N 28 06 45 E 250.96 to a point, thence N 28 46 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 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 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 an iron pin, thence N 45 22 54 E 138.72 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 to an iron pin, thence N 34 36 49 E 43.68 feet to a point, thence N 27 24 11 E 52.62 to an iron pin, thence leaving the right of way of Soapstone Creek Circle and along the southern right of way of Timber Ridge Trail fourteen courses and distances S 59 08 42 E 10.21 feet to a point, thence \$ 66 24 18 E 51.78 feet to a point, thence \$ 86 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 13 51 E 15.78 feet to a point, thence \$ 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 36 E 9.84 feet to a point, thence S 10 40 27 E 15.65 feet to a point, thence \$ 07 06 04 W 19.82 feet to a point, thence \$ 15 08 58 W 27.11 feet to a point, thence \$ 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 Lot 52, Block E, containing 0.675 acres, more or less, as shown on Sheet Three of the aforementioned plat, and more particularly 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 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 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 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 \$ 28 10 31 W 35.76 feet to a point, thence \$ 18 47 34 W 35.22 feet to a point, thence \$ 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 .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 to 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  $\frac{1}{2}$  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 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 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 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 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 noint 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 along the western right of way of Timber Ridge Trail four courses and distances S 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 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 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 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 F 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 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 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 Forest 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 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 Soaptine 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 hound-Aluminum Monument C1720 on the bound-ary 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 E 14.00 feet to a point, thence N 50 57 05 E 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 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 49.32 feet to a 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 the right of way four courses and distance: 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 29 39 E 42.58 feet to a point, thence N 13 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 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 00 47 W 70.71 feet to a point, thence S 48 34 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 TRUE POINT OF BEGINNING. 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 Monument C1720 on the boundary with the 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 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 S 10 37 53 E 36.35 feet to a point, thence S 31 08 08 F 23 63 feet to a point thence crossing 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 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 E 14.00 feet to a point, thence N 50 57 05 E 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 fee a point, thence S 49 15 51 E 21.76 feet to point, thence S 40 39 38 E 45,70 feet to a point, thence S 50 00 39 E 49.32 feet to a point, thence S 72 15 54 E 33.97 feet to point, thence S 89 19 25 E 33.07 feet to point, thence leaving the right of way S 16 09 23 E 74.31 feet to a point, thence N 84 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 42.58 feet to a point and being the TRUE POINT OF REGINNING thence N 13 59 23 W 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 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 Fight of the aforementioned plat and more particularly described as Beginning 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 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 Monument, thence S 50 51 42 W 154.90 feet to a point thence S 41 31 15 F 65 73 feet 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 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

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 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 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 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 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 15.45 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 road ten courses and distances, \$ 30 15 24 W 18.23 feet to a point, thence \$ 28 10 31 W 35.76 feet to a point, thence \$ 18 47 34 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 35.22 feet to a point, thence \$ 23 46 02 W 25.84 feet to a point, thence \$ 56 03 00 W 7.62 feet to a point, thence \$ 67 14 31 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 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 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 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 25 07 E 153.26 feet to a point, thence S 21 33 29 E 106.76 feet to a point, thence N 72 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 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 the aforementioned plat (this call crosses and distances S ub us 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 8 25 02 W 116 67 feet to a point, thence S 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 following the western right of way of Mountain Top Trail twenty four courses and distances, S 28 17 12 W 29.95 08 25 02 W 116.67 feet to a point, thence N 81 34 58 W 125.42 feet to a point, thence feet to a point, thence \$ 16 15 12 W 39.16 feet to a point, thence \$ 09 45 58 W 70.00 feet to a point, thence \$ 09 46 31 W 58.71 feet to a point, thence \$ 14 16 25 W 71.05 feet to a point, thence \$ 13 27 14 W 46.07 feet to a point, thence \$ 13 27 14 W 47.63 feet to a point, thence \$ 18 06 56 W 47.63 feet to a point thence \$ 34 55 48 W 14.88 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 Bluff and on the boundary with the United States Forest Service, along the boundary and right of way ten courses and distances, S 64 28 40 E 52.46 feet to a point, thence N 68 07 29 E 59.92 feet to a point, thence N 67 34 37 E 56.82 feet to a point, thence N 67 39 56 E 51.50 feet to a point, thence N 69 38 35 E 32 26 feet to a point thence N 81 37 F 32 26 feet to a point thence N 81 37 26 26 26 26 26 26 26 2 feet to a point, thence \$ 34 55 48 W 14.38 feet to a point, thence \$ 54 25 57 W 25.07 feet to a point, thence \$ 79 25 39 W 19.75 feet to a point, thence \$ 76 54 35 W 32.80 feet to a point, thence N 76 34 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 35 E 32.26 feet to a point, thence N 99 38 35 E 32.26 feet to a point, thence N 91 37 06 E 40.88 feet to a point, thence N 89 52 13 E 37.36 feet to a point, thence S 80 32 37 E 28.15 feet to a point, thence S 77 06 28 E 44.41 feet to a point, thence S 74 44 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 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 09 41 16 W 8.38 feet to a point, thence N 37 27 34 E 21.37 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 Bidde to a point on the northern right of way of Kings Knob Bluff, thence with the northern right of way twelve courses and distances 75 19 14 É 55.25 feet to a point, thence S 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 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 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 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 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 \$ 56 ' 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 06 51 W 38.91 feet to a point, thence N 39 18 03 W 28.76 feet to a point, thence leaving the right of way S 47 39 30 W 54.17 feet to a point, thence S 09 39 02 W 209.67 feet back to the TRUE POINT OF BEGINNING. Tract 20 shown as Block C, Section 2 containing 22.269 acres, more or less, as shown on Sheets Five and Six 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 Inited States Forest Service thence along 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 42 W 154.90 feet to a point and the TRUE POINT OF BEGINNING, 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 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 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 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 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 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 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 Bluff and on the bound-ary 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 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 feet to a point, thence N 47 52 26 W 130.99 feet to a point, thence N 32 45 50 W 270.17 feet to a point, thence N 32 45 50 W 270.17 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 11 40 E 104.31 feet to a point, thence N 11 30 49 E 134.45 feet to a point, thence N 16 42 16 E 100.13 feet to a iron pin, thence N 16 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 BEGINNING BEGINNING. Tract 22 containing 0.259 acres, more or less, as shown on Sheet Five of the aforementioned plat, and more particularly mentioned piat, 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 50 51 42 W 154.90 feet to a point, thence 15 E 65.73 feet 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 8.66 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 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 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 Fig. 12 (1983) The road to the Frober 1984 of E. Folker 1985 of E. right of way for nine courses and distances N 37 36 53 W 48.89 feet to a point, thence N 33 37 23 W 23.53 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 aforeless, as shown on sheet rive of the afore-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 a point on the cul de sac, thence following 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.

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 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 F 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 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, thence N 45 35 26 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 northeasterly 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 23 W 264.67 feet to a point, thence N 42 41 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 33 E 71.90 feet to a point, thence S 64 44 10 E 200.35 feet to a point, thence S 26 04 13 W 101.20 feet to a point, thence S 69 28 35 W 16.34 feet to a point, thence N 76 03 42 W 205.97 feet to a point, thence S 29 41 18 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 97.52 feet to a point, thence S 66 37 14 E 225.56 feet to a point on the western right of way of Soapstone Creek Circle, thence following the right of way in a southwestern direction four courses and distances S 23 06 56 W 37.86 feet to a point, thence S 24 37 47 W 57.93 feet to a point, thence S 34 15 03 W 20.78 feet to a point, thence S 47 45 10 W 35.71 feet back to the POINT OF Tract 10 containing 1.010 acres, more or less, as shown on Sheet Five of the afore-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 C1700 on the houndary with the 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 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 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 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 of way being the TRUE POINT OF BEGIN-NING, thence along the right of way seven courses and distances N 14 53 19 E 19.79 feet to a point, thence N 14 22 37 E 34.87 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 00 52 45 E 63.02 feet to a point, thence N 07 00 41 W 55.34 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 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 TRILE POINT OF REGINNING Tract 11 containing 0.847 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 Fores 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 05 05 14 2W 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 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 63 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 \$ 85 10 42 W 202.89 feet to a point, thence \$ 03 25 07 E 153.26 feet to a point, thence \$ 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 \$ 56 07 59 W 170.91 feet to a point, thence \$ 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, 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 aforementioned 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 feet 255-2678. Please understand that the seto a point on the western right of way of Kings Knob Trail, thence along the western cured creditor is not required by law to ne-

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, thence 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 plats of record. 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 Re-cords, 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 78, in Deed Book 123 Page 93, in Deed Book 123 Page 101, in Deed Boo Page 117, in Deed Book 124 Page 259, in Deed Book 124 Page 268, 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 Boo 138 Page 3346, in Deed Book 139 Page 294 in Deed Book 139 Page 296, in Deed Book in Deed Book 155 Page 776, in Deed Boo 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 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 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.
The property is subject to well rights granted in Deed Book 58 Page 593 Towns County records as conveyed back to M. W.B. Special Projects, Inc. in Deed Book 102 to Marcus W. Buttrill, Jr. in Deed Book 105 Page 251 Towns County records. 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 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 in said deed The property is subject to the rights to the spring conveyed in Deed Book 73 Page 318 Towns County records. All that tract or parcel of land lying and be-ing in Land Lot 51, 19th District, 1st Section of Towns County, Georgia, containing 4.021 acres, being Tract 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 incorporatand 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 Circle right of way, a 50 foot 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 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 61 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 fe to a point, thence N 86 36 22 W 29.67 feet thence N 54 21 30 W 97.58 feet to a point thence N 76 44 32 W 39.33 feet to a point thence leaving the right of way N 69 39 38 37 W 195.40 feet to a point on the center line of Soanstone Creek, thence along the 84 46 04 E 83.35 feet to a point, thence 71 22 09 E 80.20 feet to a point. 57 58 18 E 46.14 feet to a point, thence 80 20 40 E 139.89 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 53 50 25 E 218.37 feet to a point, thence S 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 Together with: 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 & 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 particularly described as follows: larly described as rollows:
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 52 08 57 E 31.13 feet to a point, thence N 73 42 25 E 51.30 feet to a point, thence N 73 01 28 E 15.83 feet a point, thence N 74 40 11 E 31.50 feet to point, thence S 88 54 34 E 57.85 feet to point, thence S 12 10 35 E 121.82 feet to a point, thence S 26 15 05 W 150.14 feet to a point, thence S 88 35 12 W 41.62 feet to a point, thence S 88 43 30 W 45.32 feet to point, thence S 86 23 57 W 108.30 feet to point, thence S 77 29 32 W 170.67 feet to a point on the northern right of way of Mountain Top Trail, thence along the right of way of Mountain Top Trail seven courses point, thence N 73 47 27 W 35.35 feet to a point, thence N 84 52 30 W 54.43 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 TO THE TRUE POINT OF BEGINNING. Together with: All that tract or parcel of land lying and being in Land Lot 51, 19th District, 1st Section of Towns County, Georgia, containing 1,189 & 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 particularly described as follows: larly described as rollows:
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, thence S 55 53 43 W 74.78 feet to a point thence N 19 23 15 W 186.52 feet to a point on the southern boundary of Soapstone Creek Circle, thence along the right of way of Soapstone Creek Circle twenty-seven courses and distances S 89 50 24 E 48.81 feet to a point, thence S 83 54 16 E 65.24 feet to a point, thence S 74 20 49 E 53.46 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 to a point, thence N 58 52 05 E 5.95 feet to point, thence S 87 10 08 E 13.78 feet to point, thence S 65 43 27 E 29.80 feet to point, thence S 49 43 50 E 32,29 feet to a point, thence \$ 49 45 30 E 52.25 feet to a point, thence \$ 57 16 46 E 25.75 feet to a point, thence \$ 39 10 12 E 7.28 feet to a point, thence \$ 73 42 25 W 25.48 feet to a point, thence S 68 13 09 W 35.95 feet to a point, thence S 60 59 45 W 41.85 feet to a point, thence S 52 08 57 W 38,48 feet to a point, thence S 44 11 26 W 44.44 feet to a point, thence S 33 42 40 W 45.61 feet to a point, thence S 24 19 10 W 45.57 feet to a point, thence S 19 41 54 W 19.35 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 acre of Soapstone Community, Block E, Section 3, as shown on a plat of survey pre-pared by T. Kirby & Associates, Inc., R.L.S. #2988, dated December 21, 2006, recorded in Plat Book 31, Page 16, 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 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), conand 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 conveved by Warranty Deed from S & L Soapstone Ventures, LLC to Craft Enterprises, Inc. dated September 14, 2007, recorded in Deed Book 416, Pages 250-251, Towns There is Less and Excepted from the above parcel designated ats Tract 20 shown as Block C, Section 2 containing 22.269 acres the following: (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, shown on plat of survey entitled "Preliminary Plat Soapstone Community Block "C". Section 2" by T. Kirby & Associates, Inc., Tony G. Kirby, R.L.S. No. 2988, dated April 66, 2007 and received in Plat Speck 27 Reset 26, 2007 and recorded in Plat Book 37, Page 195, Towns County records which descrip-

tion on said survey is incorporated herein 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, recorded in Deed Book 433, Pages 551-552, Town County 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 EXISITING 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 mainder, 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 Sequeity Poet and the sequei 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)

gotiate, amend or modify the terms of the

Acorn 6B Soapstone Real Estate, LLC, a Georgia limited liability company, as at-torney-in-fact for Scotty Fain and Lamar Wakefield

mortgage instrument.

Justin S. Barry, Esq. One Atlantic Center

1201 West Peachtree Street, NW