Towns County Herald

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 S 28 10 31

W 35.76 feet to a point, thence S 18 47 34

W 35.22 feet to a point, thence S 23 46 02 W 25.84 feet to a point, thence S 56 03 00

W 7.62 feet to a point, thence S 67 14 31 W 24.08 feet to a point, thence S 76 36 10 W 21.28 feet to a point, thence N 75 13 45

W 46.85 feet to a point, thence N 72 58 06 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 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 ½ rebar, thence \$ 10 49 25 W 115.01 to an iron pin, thence \$ 10 49 25 W 107.04 feet, thence \$ 78 45 20 E 128.28

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 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

11 40 E 104.3 Teet 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 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 REGINNING

Tract 22 containing 0.259 acres, more or less, as shown on Sheet Five of the afore-

less, 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 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

KNOO ITAIL 5 41 31 15 E 13.48 Feet, thence N 40 44 03 E 29.71 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 and the TRUE POINT OF BEGINNING, thence N 88 21 28 E 122.70 feet to a point, thence N 81 21 24 E 189.81 feet to a point, thence N 44 35 42 W 36.59 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 51.88 feet to the Aluminum Monument C1720 on the boundary with

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

reet, crossing the road to the IRUE PUINT OF BEGINNING, thence S 28 37 00 E 76.89 feet to a ½ inch rebar, thence S 43 41 46 W 196.03 feet to a point on the right of way of Soapstone Creek Trail, thence following the right of way for nine courses and distances N 37 36 53 W 48.89 feet to a point, thence N 33 37 23 W 23 53 feet to a point, thence

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 13 50 5 W 6.14 feet to a point, thence N 12 59 52 E 29.07 feet to a point, thence N 87 51 19 E 148.70 feet and back to the POINT OF BEGINNING.

OF BEGINNING.

OF BEGINNING.
Tract 24 containing 0.509 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 51.88 feet to the Aluminum Monument C1720 on the houndary with the

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,

U7 34 E 82.06 reet to a 24 incn spannish Uak, thence N 87 58 38 E 180.96 feet to a 36 inch Red Oak, and being the TRUE POINT OF BE-GINNING, thence N 15 44 F 4 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 ra-dius and a distance of 70.76 feet to a point,

thence N 87 21 16 W 29.64 feet to a point, thence S 86 15 35 W 52.11 feet to a point, thence S 73 59 49 W 63.59 feet to a point,

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 de-

scribed above. Together with all right, title, and inter-

est to the below roads as referenced on the aforementioned plat, the descriptions

thereof being based solely on the names as shown on said plat as the names may have changed from those shown on prior

The aforedescribed tracts and lots of real

property are conveyed subject to the rights

of way and easements of others in and to the use of the aforenamed roads including

but not limited to access for ingress and

egress to that 28.15 acre tract, shown in

Plat Book 26 Page 105 Towns County 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 85, in Deed Book 123 Page 93, in Deed Book 123 Page 101, in Deed Book 123 Page 109, in Deed Book 120 Page 109, in Deed Book 120 Page 109, in Deed Book 120 Page 109, in Deed Bo

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 683, in Deed Book 136 Page 284, in Deed Book 138 Page 3346, in Deed Book 139 Page 294,

in Deed Book 139 Page 296, in Deed Book

139 Page 298, in Deed Book 140 Page 387 in Deed Book 155 Page 776, in Deed Book

156 Page 28, in Deed Book 158 Page 459,

in Deed Book 159 Page 757, in Deed Book 160 Page 138, in Deed Book 162 Page 10, in

Deed Book 162 Page 16, in Deed Book 162

Page 34 (C1-95), in Deed Book 162 Page 334 (C1-95), 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 332, in Deed Book 196 Page 354, in Deed Book 199 Page 716, in Deed Book 202 Page 512, and Deed Book 199 Page 512, and De

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

The property is subject to setbacks on spring heads as shown on the above plat, and subject to all local and state ordi-

nances regarding set backs along creeks, streams and spring heads.

The property is conveyed subject to any

rights acquired by landowners having been

heretofore conveyed property in Soapstone Subdivision for rights-to-use of the sub-

division 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

Page 753 Towns County records conveyed to Marcus W. Buttrill, Jr. in Deed Book 105

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

The property is subject to the rights to the spring conveyed in Deed Book 73 Page 318

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 incorporat-

ed by reference herein as if fully set forth,

BEGINNING at a point on the western right of way of Georgia State Route #75, a 100

foot right of way where it intersects the

northern boundary of Soapstone Creek Circle right of way, a 50 foot right of way, said beginning point located at an iron pin set on the respective rights of way. Said point being THE TRUE POINT OF BEGINNING.

Thence along the northern right of way of Soapstone Creek Circle nineteen courses and distances N 58,19 39 W 61.14 feet to a point, thence N 63 11 50 W 167.65 feet

to a point, thence N 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 feet to a point, thence N 81 57 22 W 36.09 feet

to a point, thence N 86 36 22 W 29.67 feet

thence S 89 26 09 W 91.35 feet to a point, thence N 86 30 21 W 42.10 feet to a point, thence N 79 06 05 W 51.77 feet to a point,

thence N 68 59 40 W 48.77 feet to a point thence N 60 24 38 W 44.72 feet to a point

thence N 54 21 30 W 97.58 feet to a point

thence N 34 21 30 W 44.30 feet to a point, thence N 65 25 25 W 44.26 feet to a point, thence N 76 44 32 W 39.33 feet to a point,

thence N 89 42 06 W 45.14 feet to a point, thence S 77 54 14 W 12.89 feet to a point,

thence leaving the right of way N 69 39 38 W 190.29 feet to a point, thence N 20 48 37 W 195.40 feet to a point on the center-

line of Soapstone Creek, thence along the

84 46 04 E 83.35 feet to a point, thence \$ 72 21 21 E 92.01 feet to a point, thence 71 22 09 E 80.20 feet to a point, thence

57 58 18 E 46.14 feet to a point, thence

80 20 40 E 139.89 feet to a point, thence

64 57 52 E 79.74 feet to a point, thence 56 12 36 E 87.37 feet to a point, thence

70 38 06 E 88.32 feet to a point, thence 5

53 50 25 E 218.37 feet to a point, thence S 63 01 36 E 67.33 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 \$ 30 21

43 W 94.45 feet back to the TRUE POINT OF

All that tract or parcel of land lying and being in Land Lot 51, 19th District, 1st Section

of Towns County, Georgia, containing 3.146 acres as shown on plat of survey by T. Kirby & Associates, Inc., RS #2988, having a plat

date of 2/20/07, recorded in Plat Book 37,

Page 171, Towns County records, said plat being incorporated by reference herein as

if fully set forth, and being more particu-IT tully set form, and being more particularly described as follows:
BEGINNING at a point where the center-line of Mountain Top Trail intersects with the centerline of Soapstone Creek Circle, thence N 66 16 47 E 36.11 feet to a point on

the northern right of way of Mountain Top Trail and eastern right of way of Soapstone Creek Circle being the TRUE POINT OF BE-GINNING. Thence N 24 19 10 E 37.16 feet

to a point, thence N 33 42 40 E 36.92 feet to a point, thence N 44 11 26 E 36.37 feet to a point, thence N 52 08 57 E 31.13 feet

to a point, thence N 60 59 45 E 34.83 feet to a point, thence N 68 13 09 E 30.40 feet to a point, thence N 73 42 25 E 51.30 feet

to a point, thence N 77 52 41 E 76.59 feet to a point, thence N 73 01 28 E 27.82 feet to a point, thence N 73 01 28 E 15.83 feet

to a point, thence N 68 15 41 E 35.31 feet to a point, thence N 67 45 E 76.78 feet to a point, thence N 74 40 11 E 31.50 feet to

a point, thence N 81 53 36 E 32.26 feet to a point, thence N 89 28 01 E 46.86 feet to a point, thence S 88 54 34 E 57.85 feet to

point, thence N 88 19 16 E 46.95 feet to point, thence N 85 16 33 E 30.39 feet to

point, thence S 12 10 35 E 121.82 feet to

a point, thence S 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 85 57 53 W 33.42 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 and distances: N 48 16 10 W 12.59 feet to a point, thence N 62 13 51 W 26.97 feet to a 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

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

acres as shown on plat of survey by T. Kirby & Associates, Inc., RS #2988, having a plat

date of 2/14/07, recorded in Plat Book 37,

Page 170, Towns County records, said plat being incorporated by reference herein as if fully set forth, and being more particu-

larly described as follows:
BEGINNING at a point where the center-line of Mountain Top Trail intersects with the centerline of Soapstone Creek Circle, thence N 42 02 58 E 81.36 feet to a point on

the right of way of Soapstone Creek Circle, this being the TRUE POINT OF BEGINNING. Thence N 32 32 14 W 160.29 feet to a point, thence S 55 53 43 W 74.78 feet to a point,

thence N 19 23 15 W 186.52 feet to a point

Creek Circle, thence along the right of way of Soapstone Creek Circle twenty-seven courses and distances \$ 89 50 24 E 48.81

feet to a point, thence S 83 54 16 E 65.24

feet to a point, thence S 83 29 34 E 33.11

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 40 09 07 E 9.77 feet to a point, thence N 58 52 05 E 5.95 feet to

point, thence S 49 43 50 E 32,29 feet to

a point, thence S 39 10 12 E 7.28 feet to a point, thence S 73 42 25 W 25.48 feet to a

noint, thence S 68 13 09 W 35.95 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 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

(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

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

tures, 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), con-

and being snown 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

Said 1.00 acre being the same as that con

veved by Warranty Deed from S & L Soap-

stone Ventures, LLC to Craft Enterprises, Inc. dated September 14, 2007, recorded

in Deed Book 416, Pages 250-251, Towns

There is Less and Excepted from the above

parcel designated ats Tract 20 shown as Block C, Section 2 containing 22.269 acres

(i) All that tract or parcel of land lying and being in Land Lot 52 and 61, District 19,

Section 1. Towns County, Georgia, being

known as Lot 6, Block C, Section 2, Soap-stone Community, containing 1.472 acres, shown on plat of survey entitled "Prelimi-nary Plat Soapstone Community Block "C" Section 2" by T. Kirby & Associates, Inc., Tony G. Kirby, R.L.S. No. 2988, dated April

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 be-

ing 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,

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

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

provided by law. To the best of Holder's knowledge, the par-

ty 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 unnaid 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

of the Security Deed and those appearing after the date of the Security Deed and consented to by the grantee therein.

The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Grantor is: Acorn 6B Soapstone Real Estate, LLC, 4675 Macarthur Court, Suite 1550, Newport Beach, CA 92660, Attention: Mante Dzakuma, (949) 255-2678. Please understand that the se-

255-2678. Please understand that the se-

cured creditor is not required by law to negotiate, 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

Atlanta, Georgia 30309 (404) 572-6600

T(Jul11,18,25,Aug1)B

Fourteenth Floor 1201 West Peachtree Street, NW

mainder, if any, shall be applied as

Town County records.

TATE DESCRIBED ABOVE.

the following:

properties:

point, thence N 30 00 38 E 43.12

larly described as follows:

TO THE TRUE POINT OF BEGINNING.

Together with:

oint, thence N 59 08 42 W 14.55 feet back

Together with:

and being more particularly described

in said deed.

Towns County records.

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

38 Towns County records.

plats of record.

the POINT OF BEGINNING.

BEGINNING.

Legal Notices for August 1, 2012

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY Under and by virtue of the Power of Sale contained in that Security Deed given by Elizabeth Irene Phillips to Bank of Hiawas-see, being dated May 27, 2004, recorded in Deed Book 305 Pages 623-633, Towns County, Georgia records as modified in NOTICE TO DEBTORS AND CREDITORS **NOTICE OF SALE UNDER POWER** NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE All creditors of the Estate of Troy Garnet Spivey, late of Towns County, Georgia deceased, are hereby notified to render By virtue of the Power of Sale contained in their demands to the undersigned in the Real Estate Deed to Secure Debt according to law; and all persons indebted to said estate are required to make USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale dated February 4, 2008 from Scotty D. Fain ("Debtor" or "Grantor") to Bank of Hia-wassee and recorded in Deed Book 426, 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 thereon as set forth in said Note and subsequent modifications, there will be sold at public immediate payment. This the 2th day of July, 2012. Bruce L. Ferguson, Attorney for contained in a Security Deed given by Car-men W. Willis to National City Mortgage a Division of National City Bank of Indiana, Page 294, Towns County, Georgia records, as modified by that certain Modification Earl Chester White. Administrator dated March 22, 2006, recorded in Deed Book 366, Page 144, Towns County, Geor-gia Records, conveying the after-described of Deed to Secure Debt dated August 17. of the Estate of Troy Garnet Spivey PO BOX 524 2009 and recorded in Deed Book 463, Page 666, Towns County, Georgia records, as as-signed to CADC/RADC Venture 2011-1, LLC Hiawassee, GA 30546 property to secure a Note in the original principal amount of ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED AND 0/100 DOL-("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt ef-LARS (\$130,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash fective as of August 24, 2011 and recorded in Deed Book 505, Page 406, Towns County, Georgia records, and as subsequently as-STATE OF GEORGIA TOWNS COUNTY NOTICE TO DEBTORS AND CREDITORS before the courthouse door of Towns Coun-ty, 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 Dead has been and is beyond reclared due signed to Acorn 6B Soapstone Real Estate, LLC ("Holder" or "Grantee") pursuant to an assignment to be recorded prior to foreclo-RE: Estate of Daniel Miles Cejka All debtors and creditors of the estate of on as set forth in said Note and subsequent modifications, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, the following described property:
"All that tract or parcel of land lying and being in Land Lot 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. Daniel Miles Cejka, deceased, late of Towns County, Georgia, are hereby notified to ren-der their demands and payments to the Exsure (the foregoing deed to secure debt, as may have from time to time been or may be assigned, assumed, modified, amended, or amended and restated is hereinafter referred to as the "Security Deed"), said Security Deed being given to secure a note dated February 4, 2008 in the original stated principal amount of One Hundred Eighty-Two Thousand Three Hundred Twenty-Two and 00/00 Dellars (\$183.22.00) as ecutor of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made the Executor. une executor. This 3rd day of July, 2012. Matthew Daniel Cejka, Executor 256 Hampton Oaks Circle Villa Rica, GA 30180 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 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 T(Jul18,25,Aug1,8)B fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valor-STATE OF GEORGIA NOTICE TO DEBTORS AND CREDITORS em taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate by reference and made a part hereof.
The property is subject to the 30 foot right RE: Estate of Martha O. Amos All debtors and creditors of the estate of of way of Chatuge Shores Road as shown Martha O. Amos, deceased, late of Towns County, Georgia, are hereby notified to ren-der their demands and payments to the Exsurvey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and on said plat.
The property located below the 1933 contour of Lake Chatuge is subject to T.V.A.
Rules and Regulations as shown on said ecutor of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and mod-The property is subject to power line ease-The property is subject to power line easement as shown on said plat.

Said property is located at 1693 Chatuge Shores Rd., Hiawassee, GA 30546."

The debt secured by said Deed to Secure Debt, as modified, has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the note and Deed to Secure Debt, as modified. The debt remainify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Mi-amisburg, OH 45342, 800-523-8654. Please the Executor. This 10th day of July, 2012. Barbara Anderson-Bates, Personal Representative 3930 Ryans Lake Terrace Cumming, GA 30040 understand that the secured creditor is not understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Carmen W. Willis and Car-404-394-6220 T(Jul18,25,Aug1,8)B men Denton or a tenant or tenants and said property is more commonly known as 458 Chatuge Trail, Hiawassee, Georgia 30546. STATE OF GEORGIA Secure Debt, as modified. The debt remain-TOWNS COUNTY NOTICE TO DEBTORS AND CREDITORS ing in default, this sale will be made for the purpose of paying the same and all ex-RE: Estate of Mildred Nichols All debtors and creditors of the estate of Mildred Nichols, deceased, late of Towns The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to penses 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 County, Georgia, are hereby notified to ren-der their demands and payments to the Ex-ecutor of the estate, according to the law, final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to fore-Said property will be sold subject to any outstanding ad valorem taxes, any matters and all persons indebted to said estate are close the creditor's lien on real estate and which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning close the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank, National Association, successor by merger to National City Bank, successor by merger to National City Bonk, successor by merger required to make immediate payment to the Executor. This 9th day of July, 2012. Jackie & Johnny Barnes, Personal Representative ordinances, easements, restrictions, cov-enants, and matters of record superior to the Deed to Secure Debt, as modified, first tional City Bank of Indiana as Attorney in Fact for Carmen W. Willis McCalla Raymer, LLC 1544 Old Alabama Road Roswell, PO Box 284 Hiawassee, GA 30546 706-835-6687 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 Georgia 30076 www.foreclosurehotline. net MR/dmo 8/7/12 Our file no. 5576012-FT8 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lots 2 and 37 of Towns County, Georgia, containing 0.514 acre, and NOTICE TO DEBTORS AND CREDITORS Highway 515, Blairsville, GA 30512; (706)-All creditors of the Estate of Lawrence E. Usher, late of Towns County, Georgia de-ceased, are hereby notified to render in 781-3166. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortbeing 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 herein by reference; together. their demands to the undersigned accord-ing to law; and all persons indebted to said estate are required to make immediate gage instrument.

To the best knowledge and belief of the undersigned, the party in possession of the property is Elizabeth Irene Phillips, or payment. This the 24th day of July, 2012. Bruce L. Ferguson, Attorney for a tenant or tenants. Any person who occu-pies the property pursuant to a bona fine Pamela Sue Andrews, Executor of the Estate of Lawrence E. Usher PO BOX 524 Hiawassee, GA 30546 incorporated herein by reference; together with all right, title and interest in and to that land lying and being the aforedescribed lot lease or tenancy may have additional rights pursuant to the federal Protecting Tenants at Foreclosure Act of 2009. Citizens South Bank as attorney 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 in fact for Elizabeth Irene Phillips. Bruce L. Ferguson Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546 FOR DISCHARGE FROM OFFICE AND ALL LIABILITY PROBATE COURT OF TOWNS COUNTY over, above and across Chatuge Trail, a 50 foot wide right of way, as shown on said plat of survey. The above described property 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 retaining to Chatung Trail Subfluicion as (706)-896-9699 THIS LAW FIRM IS ATTEMPTING TO COL-RE: Petition of Georgia Moorhouse for Dis-charge as Executor of the Estate of B-Ann LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Moorhouse, Deceased TO: All known and unknown interested parties and anyone else and to whom it may pertaining to Chatuge Trail Subdivision as recorded in Deed Book 161, Pages 694-695, and Deed Book 163, Pages 517-519 of the **NOTICE OF SALE UNDER POWER** This is to notify you to file objection, if there is any, to above referenced petition, in this STATE OF GEORGIA COUNTY OF TOWNS Under and by virtue of the Power of Sale contained in a Security Deed given by Bryan David Villella to IndyMac Bank, F.S.B., 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, set trustee of IndyMac Lear Trust Mortages Court on or before August 20, 2012. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth 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 grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court survey for Chatuge Trail Subdivision, as recorded in Plat Book 23, Page 64 of the Towns County Records. MR/dmo 8/7/12 Our clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact file no. 5576012 - FT8 T(Jul11,18,25,Aug1)B Deutsche Bank National Irust 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 NOTICE OF SALE UNDER POWER probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are 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. filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. after-described property to secure a Note in the original principal amount of Twenty-Two Thousand Fifty and 00/100 DOLLARS David Rogers, Probate Judge Under and by virtue of the Power of Sale (\$22,050.00), with interest thereon as set forth therein, the holder thereof pursuant 48 River Street, Suite C Hiawassee, GA 30546 contained in a Security Deed given by James C. Bazzinotti and Pia K. Johansto said Deed and Note thereby secured has declared the entire amount of said indebt-706-896-3467 son to National City Mortgage a Division of National City Bank of Indiana, dated July 13, 2006, recorded in Deed Book 377, ney-in-fact for Scotty D. Fain BRYAN CAVE LLP edness due and payable and, pursuant to 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-Justin S. Barry, Esq. will on August 7, 2012 during the legal hours of sale, before the Courthouse door GEORGIA, TOWNS COUNTY PROBATE COURT TO: Any heir whose current address is un-Fourteenth Floor in said County, sell at public outcry to the known, all known and unknown interested 1201 West Peachtree Street, NW highest bidder for cash, the property departies and anyone else. Clarence E. Johnson has petitioned to be SAND FOUR HUNDRED AND 0/100 DOLLARS scribed in said Deed, to-wit: ALL THAT TRACT OR PARCEL OF LAND LYING (\$302,400.00), with interest thereon as set appointed Administrator(s) of the estate of Scott William Johnson, deceased, of said County. (The petitioner has also applied forth therein, there will be sold at public T(Jul11,18,25,Aug1)B AND BEING IN LAND LOT 120, DISTRICT 18, SECTION I OF TOWNS COUNTY GEORGIA, BE-SECTION 1 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 **NOTICE OF SALE UNDER POWER** fore the courthouse door of Towns County, 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 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 STATE OF GEORGIA to show cause why said petition should not be granted. All objections to the peti-tion must be in writing, setting forth the HEREOF The debt secured by said Security Deed has been and is hereby declared due OF SURVEY BY LANDTECH SERVICES, INC.
ENTITLES "SURVEY FOR BRIAN VILLELLA"
DATED MARCH 24, 2004 RECORDED IN PLAT
BOOK 32 PAGE 79 TOWNS COUNTY REgrounds of any such objections, and must be filed with the court on or before August 13, 2012. All pleadings/objections must be because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided CORDS. SAID PLAT IS INCORPORATED HEREin 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 signed before a notary public or before a IN BY REFERENCE HERETO FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number DESCRIBED PROPERTY. SUBJECT TO 50 FOOT RIGHT OF WAY AS SHOWN ON ABOVE MENTIONED PLAT AND PLAT RECORDED IN expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's PLAT BOOK 10, PAGE 151, TOWNS COUNTY RECORDS. THE GRANTOR HEREBY IMPOSES fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections UPON THE ABOVE DESCRIBED TRACTS AS A COVENANT RUNNING WITH THE LANDS AND are filed, the petition may be granted withlien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, BEING UPON GRANTEE HIS HEIRS, SUC-CESSORS AND ASSIGNS. THE FOLLOWING; out a hearing. David Rogers, Probate Judge NO MOBILE HOMES, SINGLE OR DOUBLE WIDE, OR OTHER MANUFACTURED HOME CONSTRUCTED OFF THE PREMISES AND DE-By: Bonnie Sue Dixon, Probate/Deputy Clerk 48 River Street, Suite C any assessments, liens, encumbrances zoning ordinances, restrictions, covenants SIGNED TO BE PLACED UPON THE PREMISES FOR IMMEDIATE OCCUPANCY, CAMPERS OR TRAILERS SHALL BE PLACED UPON THE and matters of record superior to the Secu rity Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the Hiawassee, GA 30546 ABOVE DESCRIBED PROPERTY FOR RESI-DENTIAL OR COMMERCIAL PURPOSES. T(Jul11,18,25,Aug1)B debtor is: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342, 800-523-8654. Please understand that the secured **NOTICE OF SEIZURE OF** Said property is known as Lot 1 Country Acres, Hiawassee, GA 30546, together with PERSONAL PROPERTY creditor is not required by law to negotiate, amend, or modify the terms of the mortgage VALUED AT LESS THAN \$25,000 VALUED AT LESS THAN \$2,000
Pursuant to 0.C.G.A. §16-13-49(n),
any party claiming an interest in the
following property is hereby notified that
on the 24th day of May, 2012, said property
was seized by the undersigned agency in all fixtures and personal property attached to and constituting a party of said property, instrument. To the best knowledge and be lief of the undersigned, the party in possession of the property is James C. Bazzinotti and Pia K. Johansson or a tenant or ten-Said property will be sold as the property of Bryan David Villella, the property, to the best information, knowledge and belief of ants and said property is more commonly known as 1256 Garnet Hooper, Hiawassee, Georgia 30546. The sale will be conducted Towns County, Georgia. the undersigned, being presently in the possession of Bryan David Villella or a ten-Property Seized: PROPERTY ONE: Forty-two hundred and six ant or tenants. Said property will be sold subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit and 97/100 Dollars (\$4206.97) in United subject to any outstanding ad valorem taxes (including taxes which are a lien, but not Conduct giving rise to said seizure: Said yet due and payable), the right of redempproperty was found in possession of FRANK D. COX, and in close proximity to controlled and prohibited substances, to wit: of the status of the loan with the holder of tion of any taxing authority, any matters which might be disclosed by an accurate the security deed. This law firm is seeking solely to foreclose the creditor's lien on real survey and inspection of the property, any MARIJUANA and/or ALPRAZOLAM. Said estate and this law firm will not be seeking assessments, liens, encumbrances, zoning property was intended to facilitate the possession, possession with intent to a personal money judgment against you. PNC Bank, National Association, successor ordinances, restrictions, covenants, and matters of record superior to the Security by merger to National City Bank, successor by merger to National City Mortgage, a division of National City Bank of Indiana distribute, and distribution of MARIJUANA Deed first set out above. The sale will be and/or ALPRAZOLAM, in violation of the Georgia Controlled Substances Act, or conducted subject (1) to confirmation that the sale is not prohibited under the U.S. was the proceeds of said illegal activities. as Attorney in Fact for James C. Bazzinotti Bankruptcy Code and (2) to final confirmaand Pia K. Johansson McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia said United States Currency 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, and the controlled substances were seized from the person of FRANK D. COX, at the time of his arrest for distribution of mari-30076 www.foreclosurehotline.net MR/dmo 8/7/12 Our file no. 5582312-FT8 EXHIBIT "A" which allows for certain procedures regarding the rescission of judicial and nonjuana, in Towns County, Georgia. All that tract or parcel of land lying and be The owner of said property is purported to be: Frank D. Cox, 751 Bugscuffle Road, ing in Land Lots 139 & 166, 18th District, 1st judicial sales in the State of Georgia, the Section, Towns County, Georgia, containing 2.359 acres, and being shown as Tract 2R Deed Under Power and other foreclosure documents may not be provided until final Hiawassee, Georgia 30546 Any party claiming an interest in said property is hereby further notified that you must file any claim in accordance with 0.C.G.A. §16-13-49(n)(4) within 30 days of the second publication of this Notice of Science in the Tours County Notice of on a plat of survey done by Northstar Land Surveying, Inc., dated 5/28/02 and revised 7/7/06 and filed and recorded at Plat Book confirmation of the audit of the status of the loan as provided immediately above. debt secured by said Security Deed 36, Page 74, Towns County, Georgia records, which description on said plat being incorhas 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 Seizure in the Towns County Herald by porated herein by reference. The property is serving said claim to the undersigned conveyed subject to all matters and condi-TOWNS COUNTY GA RECORDS. seizing agency and the District Attorney by certified mail, return receipt requested. in the Note and Security Deed. The debt re-maining in default, this sale will be made of survey. The property is conveyed subject This 20th day of July, 2012. District Attorney Enotah Judicial Circuit to easements to BRMEMC as recorded in for the purpose of paying the same and all Deed Book 95, Pages 802-803 and Deed Book 254, Page 31, Towns County, Georexpenses of this sale, as provided in Se-curity Deed and by law, including, without gia records. MR/dmo 8/7/12 Our file no. 5582312 - FT8 SEIZING AGENCY: limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees Appalachian Drug Task Force and other charges in accordance with the P.O. Box 188 terms of the Note secured by said Deed. The balance, if any, will be distributed as Cleveland, Georgia 30528 (706) 348-7410 **STATE OF GEORGIA** provided by law. Pursuant to O.C.G.A. 44-14-162.2, the name, By:Cathy A. Cox-Brakefield Chief Assistant District Attorney 65 Courthouse Street, Box 6 **NOTICE OF SALE UNDER POWER** Under and by virtue of the power of sale contained in a Security Deed from JOSHUA address and telephone number of the indi-vidual or entity who shall have the full au-R. SHOOK to UNITED COMMUNITY BANK, dated July 10, 2007, recorded July 11, 2007, in Deed Book 410, Page 235, Towns County, Blairsville, Georgia 30512 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 Georgia records, as last modified by Modifi-cation of Security Deed dated May 14, 2010, recorded in Deed Book 476, Page 190, Towns Street, Pasadena, CA 91101 , 1-877-908-4357. The foregoing notwithstanding, noth-ing in O.G.C.A. 44-14-162.2 shall require GEORGIA, TOWNS COUNTY PROBATE COURT County, Georgia records, said Security Deed being given to secure a Note from JOSHUA REID SHOOK and MARK J. SHOOK dated May TO: Any heir whose current address is unthe secured creditor to negotiate, amend or modify the terms of the mortgage instruparties and anyone else. Darlene Hughes has petitioned to be ap-pointed Administrator(s) of the estate of Thomas Ray Chastain, deceased, of said 14, 2010, in the original principal amount of Seventy Three Thousand Seven Hundred Twenty Six and 46/100 (\$73,726.46) Dol-Deutsche Bank National Trust Company, as trustee of IndyMac Loan Trust Mortgage Backed Certificates Series 2004-L1 under County, (The petitioner has also applied lars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) the Pooling and Servicing Agreement dated June 1, 2004 All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petiat public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of as Attorney in Fact for Bryan David Villella orrislHardwick|Schneider, LLC tion must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before August sale on the first Tuesday in August, 2012, 1301 Hightower Trail, Suite 305 the following described property:
All that tract or parcel of land lying and be-Sandy Springs, Georgia 30350
http://foreclosure.closingsource.net
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE. 2012. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be ing in Land Lot 62, 17th District, 1st Section, and being shown as Lot 3A, containing 0.662 acres, more or less, and Lot 2, con tendered with your pleadings/objections, unless you qualify to file as an indigent 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 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 RLS, #2653, and recorded in Deed Book 35. Page 61, Towns County, Georgia Records, said plat being incorporated herein by ref-**NOTICE OF SALE UNDER POWER** scheduled at a later date. If no objections erence and made a part hereof. Under and by virtue of the power of sale contained in a Security Deed from AN-DREW J. GANO and MARTHA L. GANO to are filed, the petition may be granted with-Also conveyed herewith is all of Grantor out a hearing Title and Interest. if any, in and to David Rogers, Probate Judge By: Bonnie Sue Dixon, Probate/Deputy Clerk Tract 3B, containing 0.101 acres, more or less, Tract 2A, containing .232 acres more or less, as shown on the above referenced The Peoples Bank dated June 16, 2006, recorded February 8, 2006, in Deed Book 375, mortgage instrument. Page 229, Towns County, Georgia records, 48 River Street, Suite C plat of survey, subject to US HWY 76 right as transferred to Community & Southern Hiawassee, GA 30546 Bank pursuant to that certain Purchase Bank pursuant to that certain Purchase and Assumption Agreement dated as of September 17, 2010, by and among Com-munity & Southern Bank, The Federal De-posit Insurance Corporation, Receiver of The Peoples Bank and The Federal Deposit Property is conveyed subject to matters 706-896-3467 **BRYAN CAVE LLP** as shown in the above referenced plat of Justin S. Barry, Esq. One Atlantic Center **NOTICE TO DEBTORS AND CREDITORS** Property is conveyed subject to covenants and restrictions for Pinecrest Subdivision STATE OF GEORGIA Fourteenth Floor as recorded in Deed Book 72, Page 227, and Deed Book 115, Page 61 and as amended **COUNTY OF TOWNS** RE: ESTATE OF: Alice J. Harrell Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assign-1201 West Peachtree Street, NW Atlanta, Georgia 30309 All debtors and creditors of the estate of Alice J. Harrell, deceased, late of Towns (404) 572-6600 in Deed Book 251, Page 641, Towns County ment recorded in Deed Book 512, Page 116, Towns County Records, said Security Deed being given to secure a Note from ANDREW Property is conveyed subject to easements County, Georgia, are hereby notified to in favor of Blue Ridge Mountain EMC. The debt secured by said Security Deed has been and is hereby declared due be-**NOTICE OF SALE UNDER POWER** render their demands to the undersigned J. GANO and MARTHA L. GANO dated February 9, 2009, in the original principal amount of One hundred Five Thousand Three Hun-COUNTY OF TOWNS to said estate are required to make immediate payment to the undersigned. This the 13th day of June, 2012. cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided dred Seven and 65/100 (\$105,307.65) Dollars, with interest from date at a rate per Joseph Bert Harrell, 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 Personal Representative paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns Coconut Creek, FL 33073 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 706-379-1436 County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, the following described property: fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including **NOTICE TO DEBTORS AND CREDITORS** 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 particutaxes which are a lien, but not yet due and payable), any matters which might be RE: ESTATE OF: Leo Joseph Weber All debtors and creditors of the estate of Leo Joseph Weber, deceased, late of Towns larly described and delineated according disclosed by an accurate survey and into a plat and survey entitled "final Survey County, Georgia, are hereby notified to ren-der their demands to the undersigned ac-cording to law, and all persons indebted to spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and 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 said estate are required to make immedi-ate payment to the undersigned. This the 9th day of July, 2012. matters of record superior to the Security Deed first set out above. recorded in Plat Book 35, page 270-271, in the Office of the Clerk of Superior Court To the best knowledge and belief of the undersigned, the party in possession of the property is JOSHUA R. SHOOK or a tenant Michael H. Weber, Personal Representative Towns County, Georgia records; which plat and the recording thereof are hereby in-corporated herein by reference for a more 600 Boarshead Drive Port Orange, FL 32127 UNITED COMMUNITY BANK. 386-562-5683 detailed description of the property.

The debt secured by said Security Deed has been and is hereby declared due beas attorney in Fact for JOSHUA R. SHOOK Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 NOTICE OF SALE UNDER POWER cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in
that certain Security Deed from ANTHONY vided in the Note and Security Deed. The J. SILVERS AND STEPHANIE SILVERS to Mortgage Electronic Registration Systems, File No. 7484A-03321 This Law Firm is attempting to collect debt remaining in default, this sale will be made for the purpose of paying the same Inc as nominee for Pine State Mortgage A DEBT. ANY INFORMATION OBTAINED WILL and all expenses of this sale, as provided Corporation, dated June 1, 2009, recorded June 1, 2009, in Deed Book 456, Page 290, BE USED FOR THAT PURPOSE. in the Security Deed and by law, including T(Jul11.18.25.Aug1)B attorney's fees (notice of intent to collect Towns County, Georgia Records, said Se-curity Deed having been given to secure a Note of even date in the original principal attorney's fees having been given). Said property will be sold subject to any NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY outstanding ad valorem taxes (including taxes which are a lien, but not yet due amount of One Hundred Sixty-Eight Thou-By virtue of a Power of Sale contained in sand Three Hundred and 00/100 dollars (\$168,300.00), with interest thereon as that certain Security Deed from PATRICA M. CARRODUS AND ROBERT L. CARRODUS to and payable), any matters which might be disclosed by an accurate survey and inprovided for therein, said Security Deed having been last sold, assigned and trans-ferred to BANK OF AMERICA, N.A., SUC-Mortgage Electronic Registration Systems, Inc as nominee for America's Wholesale Lender, dated April 26, 2004, recorded May spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and 3, 2004, in Deed Book 302, Page 738-754, Towns County, Georgia Records, said Se-curity Deed having been given to secure a CESSOR BY MERGER TO BAC HOME LOANS matters of record superior to the Security SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, there will be sold Deed first set out above. To the best knowledge and belief of the at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of Note of even date in the original principal amount of One Hundred Forty-Six Thou-sand Four Hundred and 00/100 dollars undersigned, the party in possession of the property is ANDREW J. GANO and MARTHA L. GANO or a tenant or tenants. COMMUNITY & SOUTHERN BANK, as attorney in Fact for ANDREW J. GANO and MARTHA L. GANO sale on the first Tuesday in August, 2012, all property described in said Security Deed including but not limited to the following (\$146,400.00), with interest thereon as pro-vided for therein, said Security Deed having described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 7 & 30, 17TH THE BANK OF NEW YORK MELLON FKA THE L. Lou Allen BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF THE CWMBS INC., Stites & Harbison, PLLC 11 Mountain Street, Suite 8 DISTRICT, 1ST SECTION OF TOWNS COUNTY CHL MORTGAGE PASS-THROUGH TRUST Blue Ridge, Georgia 30513 (706) 632-7923 2004-12, MORTGAGE PASS THROUGH CER-TIFICATES, SERIES 2004-12, there will be (100) 032-1323 File No. C0608-00364 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED sold at public outcry to the highest bid-der for cash before the courthouse door of Towns County, Georgia, within the legal TOWN ESTATES AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13,2002, AS RECORDED IN WILL BE USED FOR THAT PURPOSE. PLAT BOOK 28. PAGES 134. TOWNS COUNTY. hours of sale on the first Tuesday in August, GEORGIA RECORDS, SAID PLAT BEING IN-CORPORATED HEREIN BY REFERENCE FOR III property described in said rity Deed including but not limited to the **NOTICE OF SALE UNDER POWER** following described property: All that tract or parcel of land lying and being in land lots 8 and 29, 17th MORE COMPLETE LEGAL DESCRIPTION. ticularly described as follows: **GEORGIA, TOWNS COUNTY** SUBJECT TO ALL MATTERS AND CONDI-TIONS AS SHOWN ON THE ABOVE MEN-Under and by virtue of the Power of Sale contained in a Security Deed given by H. Lamar Sikes to ABN Amro Mortgage, dated November 30, 2005, recorded in Deed Book DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.85 ACRE, AND BE-ING LOT 56 OF WOODLAKE SUBDIVISION, AS TIONED PLAT. THE PROPERTY IS CONVEYED November 30, 2005, recorded in Deed Book 355, Page 721, Towns County, Georgia Records, last assigned to CitiMortgage, Inc., conveying the after-described property to secure a Note in the original principal amount of Three Hundred Thirty-Six Thousand and 00/100 DOLLARS (\$336,000.00), with interact thereon as est forth therein INGRESS. EGRESS AND UTILITIES. FIFTY SHOWN ON A PLAT OF SURVEY BY TAMROK ENGINEERING, INC., R.S. #1626, DATED OC-TOBER 16, 1989, RECORDED IN PLAT BOOK TO PLAT OF SURVEY. THE PROPERTY IS 11. PAGE 295. TOWNS COUNTY. GEORGIA RE-CONVEYED SUBJECT TO PROTECTIVE COVE-NANTS AND RESTRICTIONS PERTAINING TO CORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE OLD BRASSTOWN ESTATES AS RECORDED AND MADE A PART HEREOF. there will be sold at public outcry to the IN DEED BOOK 243, PAGE 731, AS AMEND-ED AT DEED BOOK 324, PAGE 395, TOWNS THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD PERTAINING highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first COUNTY, GEORGIA RECORDS. TO WOODLAKE SUBDIVISION AS RECORDED nid legal description being controlling, Tuesday in August, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND known as 2113 BRASSTOWN LANE, YOUNG TY IS SUBJECT TO THE ROAD EASEMENTS AS SHOWN ON SAID PLAT. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT MADE A PART HEREOF The indebtedness secured by said Security The debt secured by said Security Deed Deed has been and is hereby declared due GRANTED TO BLUE RIDGE MOUNTAIN EMC 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 because of default under the terms of said Security Deed and Note, including but not AS RECORDED IN DEED BOOK 99, PAGE 636-637, TOWNS COUNTY, GEORGIA RECORDS limited to the nonpayment of the indebted-ness as and when due. The indebtedness Said legal description being controlling, however the property is more commonly known as 2071 WOODLAKE LANE, YOUNG in the Note and Security Deed. The debt re-maining in default, this sale will be made 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 HARRIS. GA 30582. 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 The indebtedness secured by said Security Deed has been and is hereby declared due given) and all other payments provided for under the terms of the Security Deed and because of default under the terms of said fees (notice of intent to collect attorney's Security Deed and Note, including but not limited to the nonpayment of the indebtedfees having been given).
The entity that has full authority to nego-Said property will be sold on an "as-is" baness as and when due. The indebtedness tiate, amend, and modify all terms of the mortgage with the debtor is: CitiMort-gage, Inc., 1000 Technology Drive, MS 314, O'Fallon, MO 63368 AND 866-880sis without any representation, warranty or recourse against the above-named credifor the purpose of paying the same, all ex-penses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under tor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem 5730. Please understand that the secured creditor is not required by law to negotiate, taxes (including taxes which are a lien, the terms of the Security Deed and Note. amend or modify the terms of the mortgage right of redemption of any taxing authority; sis without any representation, warranty or Said property will be sold subject to any matters which would be disclosed by an accurate survey or by an inspection of the recourse against the above-named creditor or the undersigned. The sale will also be outstanding ad valorem taxes (including taxes which are a lien, but not vet due and payable), any matters which might be affect the title: any outstanding ad valorem taxes (including taxes which are a lien, ments; liens; encumbrances; restrictions disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, covenants, and any other matte superior to said Security Deed. matters of record whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an To the best of the knowledge and belief restrictions, covenants, and matters of rethe undersigned, the owner and party possession of the property is ANTHONY SILVERS AND STEPHANIE SILVERS, ANcord superior to the Security Deed first set accurate survey or by an inspection of the property; all zoning ordinances; assess-ments; liens; encumbrances; restrictions; The sale will be conducted subject (1) to THONY J. SILVERS, STEPHANIE SILVERS, or confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) to final confirmation and audit of the status covenants, and any other matters of record The sale will be conducted subject (1) to 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 PATRICA M. CARRODUS AND ROBERT L. CARRODUS, PATRICA M. CARRODUS, ROBERT L. CARRODUS, PATRICA M. CARRODUS, ROBERT L. CARRODUS, ROBERT confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to of the loan with the holder of the security final confirmation and audit of the status To the best knowledge and belief of the of the loan with the holder of the Security undersigned, the party in possession of the property is H. Lamar Sikes or a tenant The entity having full authority to negoti-RODUS, ESTATE OF ROBERT L. CARRODUS or tenants and said property is more comate, amend or modify all terms of the loan (although not required by law to do so) is: or tenants(s). The sale will be conducted subject (1) to monly known as 1160 Frog Pond Road, Hiaconfirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status Lender Contact: BAC, Loss Mitigation Dept. CitiMortgage, Inc. P.O. Box 940070, Simi Valley, CA 93094as Attorney in Fact for H. Lamar Sikes Morris|Hardwick|Schneider, LLC Telephone Number: 800-720-3758 of the loan with the holder of the Security BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, 1301 Hightower Trail, Suite 305 The entity having full authority to negotiate, Sandy Springs, Georgia 30350 amend or modify all terms of the loan (al-though not required by law to do so) is: Lender Contact: BAC, Loss Mitigation Dept., LP FKA COUNTRYWIDE HOME LOANS SERhttp://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 ANTHONY J. SILVERS P.O. Box 940070, Simi Valley, CA 93094-USED FOR THAT PURPOSE. BE ACTING AS A DEBT COLLECTOR, UNDER THE BANK OF NEW YORK MELLON FKA THE ALL THAT TRACT OR PARCEL OF LAND LY-OBTAINED WILL BE USED FOR THAT PUR-ING AND BEING IN THE 17TH DISTRICT, 1ST SECTION, LAND LOT 57, TOWNS COUNTY, GEORGIA, CONTAINING 1.00 ACRES, MORE CHL MORTGAGE PASS-THROUGH TRUST 2004-12, MORTGAGE PASS THROUGH CER-TIFICATES, SERIES 2004-12 Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA as Attorney in Fact for VEY BY TAMROK ASSOCIATES, INC. DATED Telephone Number: (877) 813-0992 Case No. BAC-11-11001-0006 JUNE 23. 1999 AND RECORDED IN PLAT Ad Run Dates 07/11/2012, 07/18/2012, 07/25/2012, 08/01/2012 THE BELOW LAW FIRM MAY BE HELD TO CORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE. ALSO CONVEYED BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION www.rubinlublin.com/property-listings. OBTAINED WILL BE USED FOR THAT PUR-T(Jul11,18,25,Aug1)B ROAD TO THE ABOVE DESCRIBED PROP-Attorney Contact: Rubin Lublin, LLC, 3740 ERTY ACROSS PROPERTY OF WALDROUP AS MORE PARTICULARLY DESCRIBED IN DEED **NOTICE OF SALE UNDER POWER,** Davinci Court, Suite 400, Norcross, GA TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by William M. Stew-Case No. BAC-11-11619-0004 Ad Run Dates 07/11/2012, 07/18/2012, 07/25/2012, 08/01/2012 SHOWN ON THE ABOVE REFERENCE PLAT and recorded in Deed Book 430 Page 839 TOWNS County, Georgia records; as last transferred to OneWest Bank, FSB by Aswww.rubinlublin.com/property-listings. SUBJECT TO THE PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO HILTON signment filed for record in TOWNS County. T(Jul11,18,25,Aug1)B Georgia records, conveying the after described property to secure a Note in the 1976 AND RECORDED IN DEED BOOK 58 described property to secure a Note in the original principal amount of \$ 368,000.00, PAGES 125-126. TOWNS COUNTY. GEORGIA GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in with interest at the rate specified therein SUBJECT TO EASEMENT TO BLUE RIDGE there will be sold by the undersigned at public outcry to the highest bidder for MOUNTAIN EMC AS RECORDED IN DEED BOOK 105, PAGE 95, TOWNS COUNTY, GEOR-GIA RECORDS. cash before the Courthouse door of TOWNS GAGE ELECTRONIC REGISTRATION SYS TEMS, INC., AS NOMINEE FOR COUNTRYWIDI BANK, FSB, dated May 30, 2008, recorded County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012 (August 7, 2012), the following described June 11, 2008, in Deed Book 435, Page 467 173, Towns County, Georgia Records, said property: All that tract or parcel of land lying and **COUNTY OF TOWNS** NOTICE OF SALE UNDER POWER being in Land Lot 115, 18th District, 1st Section, Towns County, Georgia containa Note of even date in the original principal amount of Two Hundred Seventeen Thou-Under and by virtue of the Power of Sale contained in a Security Deed given by Jef-frey E. Generas and Cindy C. Arrington to Section, Towns County, Georgia Contain-ing 0.683 acres, and being Lot Seven (7) of sand One Hundred Eight and 00/100 dollars Bear Run subdivision as shown on a plat (\$217.108.00), with interest thereon as pro-Citizens Fidelity Mortgage Corp., dated 01/28/2003, recorded on February 3, 2003 vided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR recorded in Plat Book 26 Page 141 Towns County, Georgia Records. Having been last BY MERGER TO BAC HOME LOANS SERVIC-ING, LP FKA COUNTRYWIDE HOME LOANS sold assigned transferred and conveyed plat is incorporated herein by reference; together with a perpetual, nonexclusive easement of ingress and egress to and SERVICING I P there will be sold at nublic as Trustee of Residential Asset Securitizaoutcry to the highest bidder for cash before the courthouse door of Towns County, Geortion Trust Series 2003-A2, Mortgage Passfrom the aforesaid property and Georgia Highway 288, over, above and across that gia, within the legal hours of sale on the the Pooling and Servicing agreement dated first Tuesday in August, 2012, all property described in said Security Deed including February 1, 2003 by Assignment conveyning along the northern line as shown on ing the after-described property to secure said plat. but not limited to the following described a Note in the original principal amount of The property is conveyed subject to the restrictions of record as recorded in Deed property: ALL THAT TRACT OR PARCEL OF LAND LY: Book 217 Pages 514-517 Towns County ING AND BEING IN LAND #15 IN THE 17TH DISTRICT, 1ST SECTION OF TOWNS COUNT GEORGIA, AND BEING KNOWN AS LOT 1 to said Deed and Note thereby secured has declared the entire amount of said indebt-The property is conveyed subject to the OF THE EDGAR ALLISON SUBDIVISION, CONTAINING 0.37 ACRE, MORE OR LESS, AS PER A PLAT OF SURVEY PREPARED BY power line easement to Blue Ridge Moun-tain EMC. Parcel ID Number: 31-44H. Subthe power of sale contained in said Deed, will on August 7, 2012 during the legal hours of sale, before the Courthouse door ject to any easements or restrictions of B. GREGORY, COUNTY SURVEYOR, DATED APRIL 1978, SAID PLAT BEING RECORDED IN in said County, sell at public outcry to the highest bidder for cash, the property dehas been and is hereby declared due bescribed in said Deed, to-wit: cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-IN PLAT BOOK 5 PAGE 164 TOWNS COUNTY 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 ESvided in the Note and Security Deed. The DESCRIPTION HEREIN, ADDRESS: 2499 LEI-SURE LANE; YOUNG HARRIS, GA 30582 TAX MAP OR PARCEL ID NO: 0018B-042 made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including Said legal description being controlling, however the property is more commonly known as 2499 LEISURE LN, YOUNG HAR-JAMES A. LONG, REGISTERED SURVEYOR #1579, DATED FEBRUARY 15, 1986 AND REin the Security Deed and by law, including attorney's fees (notice of intent to collect CORDED IN PLAT BOOK 10, PAGE 61, TOWNS attorney's fees having been given). Said property is commonly known RIS. GA 30582. COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN Bear Run Road, Hiawassee, Georgia 30546 Deed has been and is hereby declared due BY REFERENCE. THE PROPERTY IS CONVEYED SUBJECT TO together with all fixtures and personal propbecause of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebted-THE ROAD EASEMENT WHICH BOUNDS THE TRACT AS SHOWN ON SAID PLAT OF SURand belief of the undersigned, the party (or ness as and when due. The indebtedness parties) in possession of the subject prop-erty is (are): William M. Stewart and Cindy THE GRANTORS GRANT TO GRANTEE A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE 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 S Stewart or tenant or tenants DESCRIBED PROPERTY SAID FASEMENT TO any outstanding ad valorem taxes (includ ing taxes which are a lien, but not yet due the terms of the Security Deed and Note. THE PROPERTY IS SUBJECT TO THE RESany taxing authority. (c) any matters which sis without any representation, warranty or ERVATIONS AND RESTRICTIVE COVENANTS recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may might be disclosed by an accurate survey PERTAINING TO LAKE FOREST ESTATES AS RECORDED IN DEED BOOK 80. PAGE 178assessments, liens, encumbrances, zoning 180, TOWNS COUNTY, GEORGIA RECORDS. ordinances, restrictions, covenants, and affect the title: any outstanding ad valorem Said property is known as 1125 Ramey natters of record superior to the Security Deed first set out above. whether or not now due and payable); the Hiawassee, GA 30546, together with all The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) right of redemption of any taxing authority; matters which would be disclosed by an fixtures and personal property attached to and constituting a party of said property, if matters which would be disclosed by an accurate survey or by an inspection of the final confirmation and audit of the status property; all zoning ordinances; assess-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 Deed. Pursuant to O.C.G.A. Section 9-13covenants, and any other matters of record toverlants, 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). 172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, E. Generas and Cindy C. Arrington or a ter ant or tenants. Said property will be sold subject to any outstanding ad valorem tax-es (including taxes which are a lien, but not wet due and provide). The said lien, but not the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. OneWest Bank, FSB as agent and Attorney in Fact for William M. Stewart and Cindy S. The sale will be conducted subject (1) to yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to which might be discussed 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 11s. final confirmation and audit of the status Aldridge Connors, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. of the loan with the holder of the Security The entity having full authority to negotiate THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL amend or modify all terms of the loan (al-though not required by law to do so) is: Lender Contact: BAC. Loss Mitigation Dept. 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 BE USED FOR THAT PURPOSE. 1164-005 P.O. Box 940070, Simi Valley, CA 93094-Telephone Number: 800-720-3758 the holder of the security deed.
Pursuant to O.C.G.A. Section 9-13-172.1, BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLwhich allows for certain procedures re-LP FKA COUNTRYWIDE HOME LOANS SERgarding the rescission of judicial and non-judicial sales in the State of Georgia, the LECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE VICING, LP as Attorney in Fact for Deed Under Power and other foreclo IISED FOR THAT PURPOSE JAMES A. WAGES SR., SANDRA FAY WAGES documents may not be provided until final confirmation of the audit of the status of Under and by virtue of the Power of Sale contained in a Security Deed given by Jere-THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION the loan as provided immediately above The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided miah A Passmore and Shannon E Passmore to Mortgage Electronic Registration Sys-tems, Inc., dated March 20, 2008, recorded OBTAINED WILL BE USED FOR THAT PURin Deed Book 429, Page 249, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA in the Note and Security Deed. The debt reto BAC Home Loans Servicing, LP fka Coun-trywide Home Loans Servicing, LP by as-signment recorded in Deed Book 502, Page Telephone Number: (877) 813-0992 maining in default, this sale will be made Case No. BAC-12-05071-0003 Ad Run Dates 07/11/2012, 07/18/2012, for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees 207, Towns County, Georgia Records, con-veying the after-described property to se-cure a Note in the original principal amount of ONE HUNDRED SEVEN THOUSAND NINE 07/25/2012. 08/01/2012 www.rubinlublin.com/property-listings. T(Jul11,18,25,Aug1)B and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as HUNDRED NINETY-SIX AND 0/100 DOLLARS **NOTICE OF SALE UNDER POWER** (\$107,996.00), 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, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed provided by law. Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have executed by Kirt S Kimsey and Melissa Kimsey to Mortgage Electronic Registration System, Inc. as nominee for Cimarron Mort-Georgia within the legal hours of sale on deorgia 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 the full authority to negotiate, amend, or modify all terms of the above-described gage Company, its successors and assigns. dated December 1, 2006 in the amount of \$103,000.00, and recorded in Deed Book mortgage is as follows: OneWest Bank, FSB, C/O Loan Resolution Department 888 HEREOF The debt secured by said Security Deed has been and is hereby declared due E Walnut St, Pasadena, CA 91101, 877-736-391, Page 484, Towns County, Georgia Records; as last transferred to Bank of America, N.A., Successor by Merger to BAC because of, among other possible events of 5556. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require default, failure to pay the indebtedness as and when due and in the manner provided the secured creditor to negotiate, amend or in the Note and Security Deed. The debt re-maining in default, this sale will be made Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP by assignment; the undersigned, Bank of America, N.A., modify the terms of the mortgage instrufor the purpose of paying the same and all Albertelli Law expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP pursuant to said deed and the Attorney for Deutsche Bank National Trust Company, as Trustee of Residential Asset Securitization Trust Series 2003-A2, Mortfees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which note thereby secured, has declared the en-tire amount of said indebtedness due and gage Pass-Through Certificates, Series 2003-B under the Pooling and Servicing agreement dated February 1, 2003 as Attorpayable and pursuant to the power of sale are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the contained in said deed, will on the first Tuesday in August, 2012 , during the legal hours of sale, at the Courthouse door in ney in Fact for Jeffrey E. Generas and Cindy C. Arrington 100 Galleria Parkway, Suite 960 property, any assessments, liens, encum-brances, zoning ordinances, restrictions, covenants, and matters of record superior Towns County, sell at public outcry to the highest bidder for cash, the property de-scribed in said deed to-wit: Atlanta, GA 30339 Phone: (866) 690-0418 By: James E. Albertelli, Esq. All that tract or parcel of land lying and being in Land Lots 91 and 126, 17th District, 1st Section, Towns County, Georgia, conto the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mort-THIS FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED gage with the debtor is: Bank of America, N.A. 177 Countrivide West 14 11 2 ratining 2.030 acres, more or less, as shown 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 based by a company of the property of the programment of t N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-FOR THAT PURPOSE T(Jul11,18,25,Aug1)B 5100. Please understand that the secured **NOTICE OF SALE UNDER POWER** ROTHE 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 Rolk (why winter of that contain amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeremiah rated herein by reference and made a part 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 A Passmore and Shannon E Passmore or a & 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, astenant or tenants and said property is more commonly known as 4730 Rodovich Drive, Creek Road, Hiawassee, Georgia., together with all fixtures and other personal property conveyed by said deed. Young Harris, Georgia 30528. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. signee of the Federal Deposit Insurance The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, Bankruptcy Code and (2) to final confirma-Corporation in receivership of Appala-chian Community Bank) ("Community & Southern Bank"), dated June 2, 2009, filed and recorded June 23, 2009 in Deed Book tion and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the cred-itor's lien on real estate and this law firm liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to 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 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 will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status Servicing, LP as Attorney in Fact for Jere-miah A Passmore and Shannon E Passmore McCalla Raymer, LLC 1544 Old Alabama of the loan with the holder of the security Notice has been given of intention to col-Road Roswell, Georgia 30076 www.fore-closurehotline.net MR/em2 8/7/12 Our file no. 5303412-FT11 EXHIBIT "A" All that tract lect attorneys' fees in accordance with the terms of the note secured by said deed. Said property will be sold as the property of (\$175,439.00), with interest thereon as provided for therein, there will be sold at or parcel of land lying and being in the 17th District, 1st Section, Land Lots 205 and 206 of Towns County, Georgia, containing 1.00 Kirt S Kimsey and Melissa Kimsey and the proceeds of said sale will be applied to the payment of said indebtedness, the expense public outcry to the highest bidder for cash before the courthouse door of TOWNS 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 excuted and recorded instrument 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 of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforemen-23. 1985 and recorded in Towns County Retioned Security Deed. Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Councords in Plat Book 8, Page 187. Three tracts having been previously conveyed as shown in Towns County Records in Plat Book 24, Page 101, Plat Book 24, Page 1, and Plat Book 23, Page 156. The property is subject trywide Home Loans Servicing LP by duly executed and recorded instrument Attorney in Fact for Kirt S Kimsey and Melissa Kimsey McCurdy & Candler, L.L.C. 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 to road easements as shown on plat. The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed (404) 373-1612 www.mccurdycandler.com 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-Book168, page 336, Towns County Records. Towns County Herald Publication Dates:07-12-2012, 07-19-2012, 07-26-2012, 08-02-2012 File No. 11-14221 /FNMA/kjenrette The property is subject to the boundary line agreement as recorded in Deed Book

80, page 572, Towns County Records The property is subject to the restrictions as recorded in Deed Book 107, pages 668-

669, Towns County Records. Grantors also

ual easement for ingress and egress to the

above described property along the road as shown on said plat. Easement running from Upper Plott Town Road, MR/em2 8/7/12 Our

GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.

ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Jeffery Lovelady and Detra Lovelady to

Mortgage Electronic Registration Systems, Inc., dated May 5, 2008, recorded in Deed Book 434, Page 52, Towns County, Geor-

gia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly

known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 501, Page 821, Towns County, Georgia

Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-

TWO THOUSAND THREE HUNDRED AND 0/100 DOLLARS (\$252,300.00), with interest thereon as set forth therein, there will

be sold at public outcry to the highest bid-der for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in August,

2012, 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 de-clared due because of, among other pos-

sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security

Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale,

as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due

and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments,

liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set

out above. The entity that has full authority

out above. The entity that has full authorny to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that

the secured creditor is not required by law

to negotiate, amend, or modify the terms of the mortgage instrument. To the best

knowledge and belief of the undersigned, the party in possession of the property is Jeffery Lovelady and Detra Lovelady or a

tenant or tenants and said property is more

commonly known as 593 Glen Rd, Hiawas-see, Georgia 30546. The sale will be con-

ducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bank-ruptcy Code and (2) to final confirmation

and audit of the status of the loan with the

holder of the security deed. This law firm is seeking solely to foreclose the creditor's

lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., succes-

sor by merger to BAC Home Loans Servic-ing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in

Fact for Jeffery Lovelady and Detra Lovela-dy McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-

surehotline.net MR/em2 8/7/12 Our file no.

5405512-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th

District, 1st Section, Land Lot 231, Towns County, Georgia, containing 2.69 acres, as shown on a plat of survey prepared by

Tamrok Engineering, Inc., Tommy J. Phil-lips, RLS, dated 5/2/90, recorded in Plat Book 14, Page 29, Towns County Records

which description is incorporated herein by reference, and being more particularly described as follows: Beginning at the

corner common to Land Lots 231, 232, 256,

and 257 of said District and Section; thence running N 0 degrees 03' 45" E 956.54 feet

to an iron pin, the same being the true point

of beginning, thence running S 89 degrees 24' 47" W 478.98 feet to an iron pin; thence

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

running S 00 degrees 14' 56" E 226.86 feet to the true point of beginning. Also con-veyed herein is an easement 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 Northeaster-ly, with the presently existing private drive-

ay 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 presently existing driveway in a Southeasterly direction, crossing the northern apex of the 1.00 acre tract shown

on said plat, to the northwestern corner of

the above described tract. Address: 593 Glen Rd; Hiawassee, GA 30546 Tax Map

or Parcel ID No.: 00470-030-000 MR/em2 8/7/12 Our file no. 5405512 - FT11

file no. 5303412 - FT11

NOTICE OF SALE UNDER POWER

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A

DEBT. ANY INFORMATION OBTAINED WILL

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 as-signed 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 DIS-TRICT, 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-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 pro-vided 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 mortgage with the debtor is: JPMOR-GAN CHASE BANK, NATIONAL ASSOCIATION,

SUCCESSOR BY MERGER TO CHASE HOMI FINANCE LLC, 3415 VISION DRIVE, Foreclo

sure. COLUMBUS. OH 43219. 800-848-9136.

Please understand that the secured creditor is not required to negotiate, amend, or mod-

ify the terms of the mortgage instrument. To the best knowledge and belief of the under-

signed, the party/parties in possession of

the subject property known as 764 BUGS-CUFFLE ROAD, HIAWASSEE, GEORGIA 30546 is/are: ROBERT HEMPSTEAD AND BRIGITTE

HEMPSTEAD AND A/K/A BRIGETTE HEMP STEAD or tenant/tenants. Said property will be sold subject to (a) any outstanding ad

valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an ac-

curate survey and inspection of the proper-ty, 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)

rine 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 INFORMATION OBTAINED WILL BE USED FOR THA

PURPOSE, 20120187401531 BARRETT DAF FIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001

Telephone: (972) 341-5398.

BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER STATE OF GEORGIA

COUNTY OF TOWNS

CORDED IN TOWNS COUNTY RECORDS IN PLAT BOOK 35, PAGE 292. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE

HERETO, FOR A FULL AND COMPLETE DE-SCRIPTION OF THE ABOVE DESCRIBED

ALSO CONVEYED IS THE RIGHT TO USE THE SPRING ON TRACT 2 AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGE 96,

TOWNS COUNTY, GEORGIA RECORDS.
ALSO CONVEYED IS A NON-EXCLUSIVE PER-PETUAL EASEMENT FOR THE USE OF THE

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

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said

Security Deed and Note, including, but not

limited to, the nonpayment of the indebted-ness as and when due. The indebtedness

remaining in default, this sale will be made

for the purpose of paying the same, all expenses of the sale, including attorneys' fees and other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to the following items which may affect the title to said property: all zoning ordinances:

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 Attorney-in-Fact for GREGORY A. DEMUTH

3330 Cumberland Boulevard, Suite 300

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 Assignmen

of Security Instruments and Other Loan Documents, filed and recorded June 9,

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, 2009 in Deed Rook 432, Pages 206

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

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 excuted and recorded instrument

by duly executed and recorded instrument

ING AND BEING IN LAND LOT'S I & 2, 171H
DISTRICT, 1ST SECTION, TOWNS COUNTY,
GEORGIA, BEING LOT 3, CONTAINING 0.984
ACRES AND LOT 22, CONTAINING 1.859
ACRES OF BROOKHAVEN SUBDIVISION AS
SHOWN ON PLAT OF SURVEY PREPARED BY
ROCHESTER & ASSOCIATES, INC. BY JAMES
IN CASEL PRECENTED AND SURVEYOR MA

NUCHESTER & 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 RECORDED IN PLAT BOOK 34, PAGE 132, TOWNS

COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF. THE PROPERTY

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 SUBJECT TO THE POWER LINE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 143, PAGE 145, TOWNS COUNTY, GEORGIA RECORDS. THE PROPERTY IS SUBJECT TO THE RESTRICTIONS OF RECORD AS PERTAINS TO BROOKHAVEN SURDIVISION AS RECORDED IN DEED ROAD SURDIVISION AS RECORDED IN DEED ROAD

SUBDIVISION AS RECORDED IN DEED BOOK 332, PAGE 409, TOWNS COUNTY, GEORGIA

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said

Security Deed and Note, including, but not

limited to, the nonpayment of the indebted-ness as and when due. The indebtedness

remaining in default, this sale will be made

for the purpose of paying the same, all expenses of the sale, including attorneys' fees and other payments provided for under the

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 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 Attorney-in-Fact for Alan Patton

3330 Cumberland Boulevard, Suite 300

Contact: Guillermo Todd, Esq. Busch, Slipakoff & Schuh, LLP

Atlanta, Georgia 30339

Telephone (770) 790-3550

terms of the Security Deed and Note.

RECORDS.

eviously been released from the lien of the Security Deed):
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT'S 1 & 2, 17TH

Contact: Guillermo Todd, Esq. Busch, Slipakoff & Schuh, LLP

Atlanta, Georgia 30339

Telephone (770) 790-3550

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

PROPERTY.

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 GA RECORDS. SAID PLAT IS INCORPORATED HEREIN BY REFERENCE.
TOGETHER WITH A NONEXCLUSIVE PERPETUAL 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" FASEMENT" 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, TIMBER, ALL DIVERSION PAYMENTS OR THIRD PARTY LAMBERS PARTY PAYMENTS MADE TO CROP PRODUC-ERS, ALL WATER AND RIPARIAN RIGHTS, WELLS, DITCHES, RESEVOIRS, AND WATER STOCK AND ALL EXISITNG IMPROVEMENTS, STRUCTURES, FIXTURES, AND REPLACE-MENTS THAT ARE PART OF THE REAL ES-TATE DESCRIBED ABOVE.
The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of princi-pal and interest when due. The indebted-ness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the in-debtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed. notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental as-sessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to by the grantee therein.
The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Grantor is: Acorn 6B Soapstone Real Estate, LLC, 4675 Macarthur Court, Suite 1550, Newport Beach, CA 92660, Attention: Mante Dzakuma, (949) 255-2678. Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument. Acorn 6B Soapstone Real Estate, LLC, a Georgia limited liability company, as attor-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 as-signed to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt effective as of August 24, 2011 and recorded in Deed Book 505, Page 410, Towns County, Georgia records, and as subsequently a 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, 2006 in the original stated principal amount of One Hundred Thousand Three Hundred Sixty-One and 00/00 Dollars (\$100.36 100) as subsequently endorsed to (\$100,361.00) 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 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-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 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 ESTATE 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 indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental as-sessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to by the grantee therein.

The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Grantor is: Acorn 6B Soapstone Real Estate, LLC, 4675 Macarthur Court Suite 1550 Newnort Reach CA 92660, Attention: Mante Dzakuma, (949) 255-2678. Please understand that the secured creditor is not required by law to ne-gotiate, amend or modify the terms of the Acorn 6B Soapstone Real Estate, LLC, a Georgia limited liability company, as attorney-in-fact for Scotty D. Fain By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt dated August 16, 2007 from Scotty Fain and Lamar Wakefield (collectively, "Debtor" or "Grantor") to Bank of Hiawassee and re-corded in Deed Book 413, Page 338, 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 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 and recorded in Deed Book 506, Page 539, Towns County Georgia records and as sub-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) 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 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 (1.010 acres), Tract 11 (0.847 acres), Tract 12 (1.915 acres), Tract 14 (0.472 acres), Tract 16 (1.129 acres), Tract 20 shown as Block C, Section 2 (22.269 acres), Tract 22 (0.259 acres), Tract 23 (0.670 acres), and Tract 24 (0.509 acres) as shown on an index sheet and plat of boundary survey for Soapstone Community, by T. Kirby & Associates, Inc., RS #2988, recorded in Plat Book 37, Pages 161 through 169, of the Towns County Records, said plat being incorporated by reference herein as if fully set forth, and said Tracts being more par-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 ½ rebar, N 83 47 23 W 131.01 feet to a point, thence S 29 11 48 W 156.99 feet to a point, thence S 61 55 14 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 leaving the right of way N 50 33 39 W 63.80 feet to a point, thence N 50 28 05 W 174.41 feet to a point, thence N 14 56 54 W 214.02 feet to a point, thence N 14 56 54 W 132.88 feet to a point, thence N 12 58 16 W 193.32 feet to a point, thence around an arc N 56 11 38 E with a Chord 74.77, Radius of 40', Length 154.76 feet to a point, thence S 54 38 29 E 95.53 feet to an iron pin, thence N 27 39 06 E 229.06 feet to a 1/2 rebar, thence N 33 38 53 E 152,59 feet to a 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 \$ 28 40 31 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 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 plat (crossing on to sheet three of the plat). crossing the branch and branch buffer N 12 10 35 W 121.82 feet to a point on Soapstone Creek Circle, thence N 81 18 33 E 54.46 feet to a point (crossing back on to sheet two of the plat), thence S 16 43 15 W 3.4 feet to a point, thence S 56 08 45 E 17.77 feet to a point, thence S 29 07 32 E 150.21 feet to a point, thence S 71 39 22 E 101.00 feet to a iron pin set, thence N 60 50 41 E 198.89 feet 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 S 54 21 30 E 79.93 feet to a point, thence S 60 24 40 E 56.94 feet to a point, thence S 79 06 05 E 57.04 feet to an iron pin, thence S 86 09 03 E 49.47 feet to a point, thence N 89 26 09 E 91.39 feet to a point, thence S 86 36 22 E 25.91 feet to a point, thence S 81 57 22 E 30.72 feet to a point, thence S 74 18 46 E 39.95 feet to a point, thence S 63 52 15 E 30.19 feet to a point, thence S 41 07 51 E 53.45 feet to point, thence S 53 48 52 E 53.48 feet to a point, thence S 61 38 49 E 27.65 feet to a point, thence S 55 44 22 E 18.80 feet to a point, thence S 61 05 55 E 46.19 feet to a point, thence leaving the right of way and along the centerline of a branch ten courses and distances S 32 52 41 W 9.51 feet to a point, thence N 87 56 46 W 38.07 feet to a point, thence S 82 41 40 W 79.24 feet to a point, thence S 35 19 56 W 58.06 feet to a point, thence N 61 16 26 W 69.46 feet to a point, thence leaving the centerline of the branch S 21 34 30 E 234.67 feet to an iron pin, thence S 17 12 25 E 46.74 feet to a point, thence S 82 53 15 E 57.69 feet to a point, thence S 29 11 48 W 156.99 feet to an iron pin, thence S 61 55 14 E 119.67 feet back to the Point of Beginning.

Tract 2 of Block E containing 1.071 acres, more or less, as shown on Sheet Two of the aforementioned plat, and more particularly described as Beginning at the intersection of centerline of Route 75 and the center-08 42 W 414.87 feet to a 1/2 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 four courses and distances, S 27 44 00 W 229.57 feet to a point, thence S 26 43 38 W 375.78 feet to a point, thence S 26 58 26 W 436.19 feet to a point, thence S 31 00 07 W 50 58 feet to a point thence leaving the right of way N 50 33 39 W 63.80 feet to a point, thence N 50 28 05 W 174.41 feet to a point thence N 14 56 54 W 214 02 feet to a point, thence N 14 56 54 W 132.88 feet to a point, thence N 12 58 16 W 193.32 feet to a point, thence around an arc N 56 11 38 E with a Chord 74.77, Radius of 40', Length 154.76 feet to a point, thence S 54 38 29 E 95.53 feet to an iron pin, thence N 27 39 06 E 229.06 feet to a ½ rebar, thence N 33 38 53 E 152.59 feet to a rebar, thence N 49 16 04 W 286.88 feet to a point, thence along 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 21.28 feet to a point, thence N 75 13 45 W 46.85 feet to a point, thence N 72 58 06 edge of the road N 02 54 25 W 322.26 feet 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 1/2 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 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 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 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 S 83 47 23 W 131.01 feet to a point, thence S 29 11 48 W 156.99 feet to a point, thence S 61 55 14 E 119.67 feet, this being the TRUE POINT OF BEGINNING; thence along the right of way of Georgia State Route No. 75 four courses and distances, S 27 44 00 W 229.57 feet to a point, thence S 26 43 38 W 375.78 feet to a point, thence S 26 58 26 W 436 19 feet to a point thence S 31 00 07 W 50.58 feet to a point, thence leaving the right of way N 50 33 39 W 63.80 feet to a point, thence N 50 28 05 W 174.41 feet to a point, thence N 14 56 54 W 214.02 feet to a point, thence N 14 56 54 W 132.88 feet to a point, thence N 12 58 16 W 193.32 feet to a point, thence around an arc N 56 11 38 E with a Chord 74.77, Radius of 40', Length 154.76 feet to a point, thence S 54 38 29 E 95.53 feet to an iron pin, thence N 27 39 06 E 229.06 feet to a ½ rebar, thence N 33 38 53 E 152.59 feet to a rebar, thence N 49 16 04 W 286.88 feet to a point, thence along the road ten courses and distances, S 30 15 24 W 18.23 feet to a point, thence S 28 10 31 W 35.76 feet to a point, thence S 18 47 34 W 35.22 feet to a point, thence S 23 46 02 W 25.84 feet to a point, thence S 56 03 00 W 7.62 feet to a point, thence S 67 14 31 W 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, 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 S 78 45 20 E 128.28 feet to an iron pin on the right of way, thence following the western right of Mountain Top Trail thirty courses and 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 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 17 32 11 W 37.04 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 31 55 22 W 27.69 feet to a point, thence N 99 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 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 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 feet back to the POINT OF BEGINNING. 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 centerline of Soanstone Creek Circle, thence S 37 08 42 W 414.87 feet to a ½ rebar, thence N 83 47 23 W 131.01 feet to a point, thence S 29 11 48 W 156,99 feet to a point, thence S 61 55 14 E 119.67 feet, this being the TRUE POINT OF BEGINNING; thence along the right of way of Georgia State Route No. 75 four courses and distances, S 27 44 00 W 229.57 feet to a point, thence S 26 43 38 W 375.78 feet to a point, thence S 26 58 26 W 436.19 feet to a point, thence S 31 00 07 W 50.58 feet to a point, thence leaving the right of way N 50 33 39 W 63.80 feet to a point, thence N 50 28 05 W 174.41 feet to a point, thence N 14 56 54 W 214.02 feet to a point, thence N 14 56 54 W 132.88 feet to a point, thence N 12 58 16 W 193.32 feet 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, \$ 30 15 24 W 18.23 feet to a point, thence S 28 10 31 W 35.76 feet to a point, thence S 18 47 34 W 35.22 feet to a point, thence S 23 46 02 W 25.84 feet to a point, thence S 56 03 00 W 7.62 feet to a point, thence S 67 14 31 W 24.08 feet to a point, thence S 76 36 10 W 21.28 feet to a point, thence N 75 13 45 W 46.85 feet to a point, thence N 72 58 06 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 call crosses on to sheet three of the plat), thence S 10 49 25 W 154.12 feet to a ½ rebar, thence S 10 49 25 W 115.01 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 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 reet 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 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 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 72 / 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 this being the TRUE POINT OF BEGINNING and along the west-POINT OF BEGINNING and along the west-ern 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 31 55 22 E 6.96 feet to a point, thence Isaving 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 79 35 20 W 49.74 feet to a point, thence N 57 21 48 W 18.22 feet to ½ rebar, thence S 38 00 23 W 106.36 feet to a point, thence S 58 31 53 E 175.37 feet to a point, thence N 34 43 40 E 180.60 feet to a point on the right of way, thence fourteen courses and distances along the right of way, \$ 17 32 11 E 14.27 feet to a point, thence \$ 11 10 11 E 54.56 feet to a point, thence \$ 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 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 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 Chatahoochee 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 54 27 06 W 75 84 feet to 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 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 feet to a point, thence N 24 30 41 E 45.06 to an iron pin, thence N 29 43 04 11 E 45.06 to an iron pin, thence Leaving the right of 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 S 07 06 04 W 19.82 feet to a point, thence S 15 08 58 W 27.11 feet to a point, thence S 13 24 44 V 32-73 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 OF BEGINNING. 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 1/2 rebar, thence N 83 47 23 W 131.01 feet to a point, thence S 29 11 48 W 156.99 feet to a point, thence S 61 55 14 E 119.67 feet, this being the TRUE POINT OF BEGINNING; thence along the right of way of Georgia State Route No. 75 four courses and distances, S 27 44 00 W 229.57 feet to a point, thence S 26 43 38 W 375.78 feet to a point, thence S 26 58 26 W 436.19 feet to a point, thence S 31 00 07 W 50.58 feet to a point, thence leaving the right of way N 50 33 39 W 63.80 feet to a point, thence N 50 28 05 W 174.41 feet to a point, thence N 14 56 54 W 214.02 feet to a point, thence N 14 56 54 W 132.88 feet to a point, thence N 12 58 16 W 193,32 feet to a point, thence around an arc N 56 11 38 E with a Chord 74.77, Radius of 40', Length 154.76 feet to a point, thence S 54 38 29 E 95.53 feet to an iron pin, thence N 27 39 06 E 229.06 feet to a ½ rebar, thence N 33 38

feet to an iron pin on the right of way, thence following the western right of way of Mountain Top Trail twenty-four courses of Mountain Top Trail twenty-four courses and distances, \$28 17 12 W 29.95 feet to a point, thence \$ 16 15 12 W 39.95 feet to a point, thence \$ 09 45 38 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 \$ 14 16 25 W 71.05 feet to a point, thence \$ 13 27 14 W 46.07 feet to a point, thence \$ 18 06 55 W 47.63 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 \$ 76 54 35 W 32.80 feet to a point, thence \$ 16 47 W 23.38 feet to a point, thence \$ 16 47 W 23.38 feet to a point, thence \$ 16 47 W 23.38 feet to a point, thence \$ 16 47 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 33 55 22 W 27.69 feet to a point, thence N 09 41 16 W 8.38 feet to a point, thence N 16 54 12 E 14.27 feet to a point, thence N 37 27 34 E 21.37 feet to a point, thence N 40 02 04 E 16.69 feet to a point, thence crossing the road to the western right of way of Timber Ridge Trail S 68 56 24 E 52.87 feet to a point, thence along the western right of way of Timber Ridge Trail four courses and distances \$ 37 30 32 W 32.18 feet to a point, thence \$ 16 35 32 W 32.15 feet to a point, thence \$ 10 9 41 16 E 30.02 feet to a point, thence \$ 31 55 22 E 6.96 feet to a point, thence leaving the right of way \$ 34 28 10 W 56.29 feet to a point, thence \$ 46 12 56 W 23.34 feet to a point, thence \$ 62 50 39 W 29.68 feet to a point, thence \$ 62 50 39 W 29.68 feet to a point thence \$ 73 50 W 40 74 feet to a point, thence N 79 35 20 W 49.06 leet 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 ½ rebar, thence S 38 00 23 W 106.36 feet to a point, thence S 58 31 53 E 175.37 feet to a point, thence N 34 43 40 E 180.60 feet 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 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 \$ 53 06 42 W 30.24 feet to a point, thence \$ 51 30 29 W 149.38 feet to a point, thence \$ 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 80 24 00 W 07.19 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 ½ 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, thence N 43 50 49 W 44.34 feet to a point and back to the TRUE POINT OF BEGINNING. Tract 5 of Block B containing 1.000 acres, more or less, as shown on Sheet Seven of the aforementioned plat, and more particularly described as Beginning where the south western right of way of Soap-stone Creek Trail (forty foot right of way) intersects with the western right of way of Soapstone Creek Circle (fifty foot right of way), thence N 38 18 27 W 511.88 feet to the Aluminum Monument C1720 on the houndary 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 \$ 10 37 53 E 36.35 feet to a point, thence S 31 08 08 E 23.63 feet to a point, thence 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 E 24.19 feet to a point, thence N 73 18 51 4.24 feet to a point, thence S 73 48 53 15.02 feet to a point, thence S 49 15 51 E 21.76 feet to a point, thence \$ 40 39 38 E 45.70 feet to a point, thence \$ 50 00 39 E 49.32 feet to a point, thence \$ 72 15 54 E 33.97 feet to a point, thence S 89 19 25 E 33.07 feet to a point, thence N 81 30 43 E 7.30 feet to a point, thence leaving the right of way S 16 09 23 E 74.31 feet to a point, thence N 84 20 49 E 228.04 feet to a point, thence S 21 59 32 W 115.44 feet to a point on the right of way of a road, thence along the right of way four courses and distances N 50 31 02 E 61.28 feet to a point, thence N 73 46 15 E 87.29 feet to a point, thence N 75 47 27 E 67.89 feet to a point, thence N 76 29 39 E 42.58 feet to a point, thence N 13 59 23 W 385.79 feet to a point on the right of way of Soapstone Creek Circle, thence N 57 04 49 E 16.66 feet to a point, thence leaving the right of way S 23 47 36 E 381.28 feet to a point, thence N 73 11 48 E 205.52 feet to a point and being the TRUE POINT OF BEGINNING, thence N 23 07 20 W 81.01 feet to a point, thence N 55 53 43 E 209.82 feet to a point, thence S 32 32 14 E 160.29 feet to a point on the western right of way of Soapstone Creek Circle, thence following the right of way four courses and distances S 27 24 11 W 38.00 feet to a point, thence S 34 36 49 W 46.45 feet to a point, thence S 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 point, thence N 23 07 20 W 46.63 feet to the 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 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 east-ern edge of the right of way, thence N 88 21 28 E 122.70 feet to a point, thence N 21 52 24 E 189.81 feet to a point, thence N 44 35 42 W 36.59 feet to a point, thence N 85 17 05 E 73.21 feet to a point, thence S 27 41 57 W 79.91 feet to a point, thence S 81 37 31 E 172.94 feet to a point on the 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 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 55 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 feet to a point, thence \$ 73 48 53 E 15.02 feet to a point, thence S 49 15 51 E 21.76 feet to a point, thence S 40 39 38 E 45.70 feet to point, thence S 50 00 39 E 49.32 feet to a point, thence S 30 00 39 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 on the right of way of a road, thence along the right of way four courses and distances N 50 31 02 E 61.38 feet to a point, thence N 73 46 15 E 87.29 feet to a point, thence N 75 47 27 E 67.89 feet to a point, thence N 76 29 39 E 42.58 feet to a point and being the TRUE POINT OF BEGINNING, thence N 13 59 23 W 385.79 feet to a point on the right of way of Soapstone Creek Circle, thence N 57 04 49 E 16.66 feet to a point, thence leaving the right of way S 23 47 37 E 381.28 feet to a point, thence N 73 11 48 E 205.52 feet to a point, thence S 23 07 20 E 46.63 feet to a point, thence N 87 40 44 W 51.17 feet to a point, thence S 77 52 52 W 166.34 feet to a point, thence S 76 29 39 W 78.00 feet back to the TRUE POINT OF BEGINNING. Tract 9 shown as a portion of Block B containing 3.705 acres, more or less, as shown on Sheet Eight of the aforementioned plat, and more particularly described as 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 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 233.92 feet to a point, thence S 06 17 27 E 45.04 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 69 422 E 117.65 feet to a point, thence S 69 422 E 117.26 feet to a point, thence N 83 37 16 E 64.61 feet to a point, thence N 84 44 05 E 43.95 feet to a point on the western right of way of Soapstone Creek Circle, thence following the right of way S 23 42 53 W 50.57 feet to a point, thence S 19 36 43 W 60.11 feet to a point, thence S 01 08 13 W 20.69 feet to a point, thence leaving the right of way S 85 10 42 W 202.89 feet to a point, thence S 03 25 07 E 153.26 feet to a point, thence S 21 33 29 E 106.76 feet to a point, thence N 02 28 35 E 174.61 fee 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 F 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 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 50 E. 128.06 feet to a point, thence N 18 53 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 E 228.92 feet to a point, thence S 24 19 16 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 10.02 feet to a point, thence S 19 20 23 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 southwest-ern 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 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 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 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 crossing Soapstone Creek Circle N 85 11 59 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 09 43 09 E 16.44 feet to a point, thence N 03 43 03 E 10.44 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 TRUE POINT OF BEGINNING. 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 Forest Services S 12 59 50 W 157.92 feet to a 15 inch Maple, thence S 13 26 39 W 337.83 feet to a Aluminum Monument, thence S 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, 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 point, thence leaving the right of way S 85 10 42 W 202.89 feet to a point, thence S 03 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 F 28 68 feet to a point, thence leaving the right of way \$ 56 07 59 W 170.91 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 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 described 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 to a point, thence S 41 31 15 E 65.73 fee to a point on the western right of way of Kings Knob Trail, thence along the western 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 to a point on the western right of way of Soapstone Creek Circle, thence following the right of way \$ 23 42 53 W 50.57 feet to a point thence \$ 19 36 43 W 60 11 feet to a point, thence 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 \$ 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 40 53 26 E 150 35 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-NING. 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 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 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 \$ 23 42 53 W 50.57 feet to a point, thence \$ 19 36 43 W 60.11 feet to a point, thence \$ 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 \$ 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 \$ 41 34 19 W 66.99 feet to a point, thence \$ 27 42 22 W 59.30 feet to a point, thence \$ 17 44 33 W 67.82 feet to a point, thence \$ 18 30 15 W 52.88 feet to a point, thence crossing the road N 70 39 54 E 63.31 feet to the Southwestern point of Tract Fourteen and the TRUE POINT OF BEGINNING, thence along the eastern right of way of Scanstone 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 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 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 REGINNING Tract 16 containing 1.129 acres, more or less, as shown on Sheet Eight of the 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 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 vector right of way of Kings Knoh Trail 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 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 \$ 23 42 53 W 50.57 feet to a point, thence \$ 19 36 43 W 60.11 feet to a point, thence \$ 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 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 Sluff 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 67 39 E 59.92 feet to a point, thence N 67 34 37 E 56.82 feet to a point, thence N 67 39 SE 5.51.50 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 06 E 40.88 feet to a point, thence N 89 52 13 E 37.36 feet to a point, thence \$ 80 32 37 E 28.15 feet to a point, thence \$ 77 06 28 E 44.41 feet to a point, thence \$ 74 44 16 E 56.44 feet to a point, thence crossing Kings Knob Bluff N 47 02 26 E 48.40 feet to a point on the northern right of way of Kings Knob Bluff, thence with the northern right of way twelve courses and distances S 75 19 14 E 55.25 feet to a point, thence S 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 03 E 51.86 feet to a point, thence N 77 40 43 E 44.41 feet to a point, thence N 66 58 21 E 42.95 feet to a point, thence N 54 35 32 E 16.16 feet to a point, thence N 45 13 10 E 21.66 feet to a point, thence N 32 46 10 E 15.25 feet to a point, thence N 18 39 18 E 36.55 feet to a point, thence N 02 23 04 E 36.84 feet to a point, thence N 00 05 41 E 22.44 feet to a point, thence leaving the right of way N 84 21 40 W 28.81 feet to a point, thence N 73 51 52 W 44.07 feet to a point on the right of way and along the right of way six courses and distances S 56 58 44 W 19.98 feet to a point, thence S 83 57 50 W 30.40 feet to a point, thence N 70 41 08 W 29.79 feet to a point, thence N 54 47 53 W 42.02 feet to a point, thence N 47 06 53 W 32.91 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 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 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 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 and the TBUE 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 noh Trail 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 S 08 25 02 W 116.67 feet to a point, thence N 81 34 58 W 125.42