Towns County Herald

Legal Notices for September 10, 2014

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF EVELYN C. GANTNIER
All debtors and creditors of the estate of Evelyn C. Gantnier, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate, according to law, and all persons indebted to said estate are required to make immediate payment
to the Executor.
This 28th day of August, 2014.
Harold M. Gantnier, Executor
Address: P. O. Box 262
Hiawassee, GA 30546
T(Sept3,10,17,24)B

NOTICE OF INCORPORATION
Notice is given that Articles of Incorporation which will incorporate L. Keith Sipsy, D.O., P.C., will be delivered to the Secretary of State for filing in accordance with the Georgia Code for Professional COrporations. The initial registered office of the corporation will be located in Towns County, Georgia, at 103 Church Street, Hiawassee, Georgia 30546 and its initial registered agent at such address is Samara Nicholson.
Lawrence S. Sorgen
Attorney at Law
PO Box 67
Hiawassee, GA 30546
706-896-4113
T(Sept3,10)B

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Barbara B. Bursey
All creditors of the estate of Barbara B. Bursey, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This the 29th of August, 2014
Carla Renee Bursey
447 Bursey Road
Hiawassee, GA 30546
706-896-2576
T(Sept3,10,17,24)B

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA, COUNTY OF TOWNS
Re: Estate of Thomas Harvey,
All debtors and creditors of the Estate of Thomas Harvey, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the personal representatives of the estate to wit: Shirley Harvey Harris and Wyatt Davis Espalin, according to the law and all persons indebted to said estate are required to make immediate payment to the personal representatives. This 4th day of September, 2014.
By: Shirley Harvey Harris,
61 Patillo Circle,
Stockbridge, GA 30281
Wyatt Davis Espalin,
4157 Swallows Creek Road,
Hiawassee, GA 30546
T(Sept10-Oct1)B

IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
VANESSA ELIZABETH RODRIGUEZ, MINOR
ESTATE NO. 2014-43
CITATION FOR TEMPORARY LETTERS
OF GUARDIANSHIP:
NOTICE OF PETITION FOR TEMPORARY LETTERS OF GUARDIANSHIP OF MINOR
Date of second publication, if any September 10, 2014
TO: Celso Rodriguez
You are hereby notified that Sandra Gay Smith has filed to be appointed temporary guardian of the above-named minor. All objections to the Petition described above either to the appointment of a temporary guardian or the appointment of the Petitioner as temporary guardian must be in writing, set forth the grounds of any such objections, and be filed with this Court no later than ten (10) days after the second publication of this notice if you are served by publication. All pleadings must be signed before a notary public or Georgia probate court clerk and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact Probate Court personnel at the below address/telephone number for the required amount of filing fees.
NOTE: If a natural guardian files an objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the petitioner as guardian, or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall scheduled at a later date. If no objection is filed, the Petition may be granted without a hearing.
48 River St. Suite C
Hiawassee, GA 30546
Address
706-236-3467
Telephone Number
David Rogers
Judge of the Probate Court
By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
T(Sept3,10)B

IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
William L. Bryan, DECEASED
ESTATE NO. 2014-36
NOTICE
AN ORDER FOR SERVICE WAS GRANTED BY THIS COURT ON August 11, 2014, REQUIRING THE FOLLOWING:
TO: Scott William Miller
(List here all heirs having unknown addresses to be served by publication)
This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before September 15, 2014.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
48 River St., Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
David Rogers
Judge of the Probate Court
By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
T(Aug20,27,Sept3,10)B

IN THE SUPERIOR COURT OF TOWNS COUNTY
STATE OF GEORGIA
IN RE: Petition of
ALAN BRUCE KENDALL and
SAVANNAH HOPE SMITH KENDALL,
for adoption of a minor child, BABY GIRL JAKE A/K/A MEGHAN LYNN JAKE
ADOPTION
FILE NO. 14A-1SG
NOTICE OF PETITION FOR ADOPTION
AND MOTION TO TERMINATE PARENTAL RIGHTS
To: Shane Evan Nelson, Ed Rose, and Any Unknown, Unnamed Potential Biological Fathers of Baby Girl Jake a/k/a Meghan Lynn Jake, a minor child.
You are hereby notified that a Petition to Adopt and Motion to Terminate Parental Rights has been filed in the above-styled proceeding.
The mother of the child has surrendered her rights to the child to Petitioners for the purpose of their adopting the child.
Pursuant to Official Code of Georgia Annotated § 19-8-12 (b) and (e), you are advised that you will lose all rights to this child, and you will neither receive notice of nor be entitled to object to the subsequent adoption of the child, unless you, within thirty (30) days of receipt of this notice, file a petition to legitimate the child pursuant to O.C.G.A. § 19-7-22 and give this Court and the Petitioner's attorney Sherriann H. Hicks, notice of the filing of such petition to legitimate. In addition thereto you may appear at the hearing on the Petition to Adopt and Motion to Terminate Parental Rights and show cause why your rights to such child should not be terminated pursuant to the provisions of the Official Code of Georgia Annotated. You are urged to retain legal counsel to assist you in this matter.
Witness the Honorable N. Stanley Gunter, Judge of this Court, on this 6th day of August, 2014.
Prepared by:
CECIL R. DYE
Prepared and submitted by:
Clerk of Court
Sherriann H. Hicks
Georgia Bar No: 351646
Attorney for Petitioner
368 South Perry Street
Lawrenceville, Georgia 30046
(678) 985-1000
Fax (678) 985-2347
shhicks@bellsouth.net
T(Aug27,Sept3,10)B

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF TOWNS
Because of a default in the payment of the indebtedness secured by a Security Deed executed by Robert Panaccione and Patricia Panaccione to Mortgage Electronic Registration Systems, Inc. as nominee for Americas First Home Mortgage Co. dated June 23, 2006, and recorded in Deed Book 375, Page 806, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, N.A. by Assignment, securing a Note in the original principal amount of $145,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, October 7, 2014, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:
All that tract or parcel of land lying and being in Land Lot 47, 17th District, 1st Section, Towns County, Georgia, containing 1.074 acres, more or less, and being shown as Lot 7 of Ragayle Village Subdivision on a plat of survey prepared by Tamrok Associates, Inc., dated 2/15/01 and recorded in Plat Book 28, Page 41, Towns County, Georgia records, said plat being incorporated herein by reference for a more complete description of said property.
Grantor grants to Grantee a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property.
Subject to the Declaration of Protective Covenants as recorded in Deed Book 224, Page 708-713 and Deed Book 227, Page 486-491, Towns County, Georgia records.
Subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 213, Page 564, Towns County, Georgia records.
Subject to easements and other matters of survey as shown on the above referenced plat.
Subject to an easement and Joint Driveway Agreement as recorded in Deed Book 354, Page 514, towns County, Georgia records and in Nat Book 35, page 152, Towns County, Georgia records.
Subject to a right of way deed as recorded in Deed book T-1, page 250, Towns County, Georgia records.
Said property is known as 1514 Millennium Drive, Young Harris, GA 30582, together with all fixtures and personal property attached to and constituting a part of said property, if any.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.
The property is or may be in the possession of Robert Panaccione and Patricia Panaccione, successor in interest or tenant(s).
Wells Fargo Bank, N.A. as Attorney-in-Fact for Robert Panaccione and Patricia Panaccione
File no. 13-044823
SHAPIRO, SWERTFEGER & HASTY, LLP*
Attorneys and Counselors at Law
2872 Woodcock Blvd., Suite 100
Atlanta, GA 30341-3941
(770) 220-2535/KMM
www.swertfeger.net
*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
[FC-NOS]
T(Sept10,17,24,Oct1)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Donald W. Kuhn and Margaret B. Kuhn to JPMorgan Chase Bank, National Association, dated October 24, 2012, recorded in Deed Book 529, Page 39, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE AND 0/100 DOLLARS ($257,749.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in October, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. JPMorgan Chase Bank, National Association is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. To the best knowledge and belief of the undersigned, the party in possession of the property is Donald W. Kuhn and Margaret B. Kuhn or a tenant or tenants and said property is more commonly known as 4162 Ridgecrest Trl, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Donald W. Kuhn and Margaret B. Kuhn McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/tkn 10/7/14 Our file no. 5430714-FT3 EXHIBIT "A" The following described property: All that tract or parcel of land lying and being in Land Lot 253, 18th District, 1st Section of Towns County, Georgia, being Lot 2, containing 2.00 acres, more or less as shown on a plat of survey by Rochester and Associates, Inc., dated April 8, 1997, recorded in Plat Book 19, Page 227, Towns County, Georgia Records, which description on said plat is incorporated herein by reference and made a part hereof. Assessor's Parcel No: 0060 049 MR/tkn 10/7/14 Our file no. 5430714 - FT3
T(Sept10,17,24,Oct1)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by John Timothy Turpin to Citizens Fidelity Mortgage Corp, a Georgia Corporation, dated June 23, 1999, recorded in Deed Book 187, Page 526, Towns County, Georgia Records, as last transferred to First Horizon Home Loans, a division of First Tennessee Bank National Association formally known as FT Mortgage Companies doing business as Sunbelt National Mortgage, A Kansas Corporation by assignment recorded in Deed Book 187, Page 533, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SEVENTY-THREE THOUSAND NINE HUNDRED TWENTY-SIX AND 0/100 DOLLARS ($73,926.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in October, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. First Horizon Home Loans, a division of First Tennessee Bank National Association formally known as FT Mortgage Companies doing business as Sunbelt National Mortgage, A Kansas Corporation is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Nationstar Mortgage, LLC, 350 Highland Drive, Lewisville, TX 75067, 888-850-9398x3705. To the best knowledge and belief of the undersigned, the party in possession of the property is John Timothy Turpin or a tenant or tenants and said property is more commonly known as 1155 Shadow Mountain Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. First Horizon Home Loans, a division of First Tennessee Bank National Association formally known as FT Mortgage Companies doing business as Sunbelt National Mortgage, A Kansas Corporation as Attorney in Fact for John Timothy Turpin McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ms8 10/7/14 Our file no. 5810211-FT2 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 152 of Towns County, Georgia, containing 0.96 acre, and being designated as Lot Three (3) of Shadow Mountain Subdivision, as shown on a plat of survey entitled "Survey for Shadow Mountain Subdivision", dated June 1976, by Bernard Gregory County Surveyor, as recorded in Plat Book 6, Page 277, in the Towns County Records, said plat being incorporate herein by reference. The property is conveyed subject to that certain easement to Blue Ridge Mountain Electric Membership Corporation recorded in Deed Book 124, Page 5, Towns County Records. The property is conveyed subject to subject to those certain reservations, restrictions, covenants and conditions for Shadow Mountain Subdivision dated July 25, 1994, as recorded in Deed Book 129, Pages 70-72, Towns County Records. MR/ms8 10/7/14 Our file no. 5810211 - FT2
T(Sept10,17,24,Oct1)B

NOTICE OF FORECLOSURE
SALE UNDER POWER
TOWNS COUNTY, GEORGIA
THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by John Norville and Nellie Norville to Beneficial Mortgage Co. of Georgia, dated September 20, 2007, and recorded in Deed Book 417, Page 760, Towns County, Georgia Records, as last transferred to U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust by assignment recorded on May 16, 2014 in Book 550 Page 212 in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of One Hundred Forty-Six Thousand Four Hundred Seventy-One and 20/100 dollars ($146,471.20), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on October 7, 2014, the following described property:
All that tract or parcel of land lying and being in Land Lot 6, 18th District, 1st Section, Towns County, Georgia containing 1.02 acres, more or less, and being more particularly shown and described as Tract (A) on plat of survey by Roddy D. McDonald, RLS, dated June 21, 1993, revised November 15, 1994 and recorded in Plat Book 20, Page 85, Towns County, Georgia Records. Reference is made to said plat of survey for a complete and accurate description of the property conveyed herein.
Tax Map or Parcel ID No.: 41D-34
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Your mortgage servicer can be contacted at (800) 401-6587 - Loss Mitigation Dept, or by writing to 16745 W. Bernardo Dr., Suite 300, San Diego, California 92127, to discuss possible alternatives to avoid foreclosure.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is John Norville and Nellie Norville or tenant(s); and said property is more commonly known as 2370 Upper Bell Road, Hiawassee, GA 30546.
The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code (2) final confirmation and audit of the status of the loan with the holder of the security deed and (3) any right of redemption or other lien not extinguished by foreclosure.
U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust as Attorney in Fact for John Norville and Nellie Norville.
Brock & Scott, PLLC
4360 Chamblee Dunwoody Road
Suite 310
Atlanta, GA 30341
404-789-2661
B&S file no.: 14-07049
T(Sept10,17,24,Oct1)B

NOTICE OF SALE UNDER POWER
IN SECURITY DEED
STATE OF GEORGIA
COUNTY OF TOWNS
Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Linda Burr, as trustee of First Southern Trust to Bank of Hiawassee, dated January 21, 2009, and recorded in Deed Book 447, Page 608, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2014, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23 & 50, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING UNIT G OF BUILDING, PHASE VI OF WATERCREST AT FIELDSTONE CONDOMINIUMS AS SHOWN ON A PLAT OR SURVEY BY LANDTECH SERVICES, INC., JAMES L. ALEXANDER, GRLS NO. 2653, DATED OCTOBER 28, 2004 AND RECORDED IN CONDOMINIUM PLAT BOOK 1, PAGE 28, TOWNS COUNTY, GEORGIA RECORDS; ALSO AS SHOWN ON THE CONDOMINIUM PLANS FILED AND RECORDED IN CONDOMINIUM PLAN FILE, TOWNS COUNTY CLERK OF SUPERIOR COURT AND AS FURTHER DEFINED IN THE DECLARATION OF CONDOMINIUM, COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERCREST AS FIELDSTONE CONDOMINIUMS AS RECORDED AT DEED BOOK 252, PAGES 594-629; AMENDED AT DEED BOOK 321, PAGES 245-246; FURTHER AMENDED AND CORRECTED AT DEED BOOK 433, PAGES 757-777 AND DEED BOOK 439, PAGES 96-106, TOWNS COUNTY, GEORGIA RECORDS. SAID PLATS, PLANS AND DECLARATIONS BEING INCORPORATED HEREIN BY REFERENCE.
SUBJECT TO THE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 250, PAGE 38 AND DEED BOOK 240, PAGE 330, TOWNS COUNTY, GEORGIA RECORDS.
PROPERTY KNOWN AS: 1726 WATERCREST WAY, YOUNG HARRIS, GA 30582
The debt secured by the Security Deed is evidenced by a Home Equity Line of Credit, dated January 21, 2009, from Charles Thomas Petersen and First Southern Trust to Bank of Hiawassee in the original principal amount of $250,000.00 (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.
Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.
The above-described real property will be sold to the highest and best bidder for cash as the property of Linda Burr, as trustee of First Southern Trust, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.
To the best of the undersigned's knowledge and belief, the real property is presently owned by Linda Burr, as trustee of First Southern Trust.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Linda Burr, as trustee for First Southern Trust, and tenants holding under her.
Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Linda Burr, as trustee of First Southern Trust.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
T(Sept10,17,24,Oct1)B

NOTICE OF SALE UNDER POWER
IN SECURITY DEED
STATE OF GEORGIA
COUNTY OF TOWNS
Under and by virtue of the Power of Sale contained in the Security Deed from Danny E. Wilson and Donna Denise Wilson to Bank of Hiawassee, dated March 2, 2001, and recorded in Deed Book 214, Page 301, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"); and pursuant to that certain Consent Order entered July 31, 2014 in Chapter 7 Case No. 14-21468-reb filed in the United States Bankruptcy Court, Northern District of Georgia, Gainesville Division, the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2014, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 187, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA CONTAINING 1.31 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY BLAIRSVILLE, SURVEYING CO. DATED NOVEMBER 27, 19998, RECORDED IN PLAT BOOK 22, PAGE 294 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT GRANTED TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 122, PAGE 621, TOWNS COUNTY RECORDS.
THE GRANTOR GRANTS TO GRANTEE A PERPETUAL EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY. SAID EASEMENT TO BEGIN ON FODDER CREEK ROAD AND RUN TO SAID PROPERTY ALONG LOVINGOOD LANE.
ALSO CONVEYED HEREWITH IS A PERPETUAL WATER RIGHT TO THE SPRING LOCATED ON PROPERTY OF INEZ M. LOVINGOOD.
KNOWN AS: 2287 LOVINGOOD LANE, HIAWASSEE, GA 30546-4363.
The debt secured by the Security Deed is evidenced by a Note, dated March 2, 2001, from Danny E. Wilson and Donna Denise Wilson to Bank of Hiawassee in the original principal amount of $127,021.00 (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.
Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.
The above-described real property will be sold to the highest and best bidder for cash as the property of Danny E. Wilson and Donna Denise Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.
To the best of the undersigned's knowledge and belief, the real property is presently owned by Danny E. Wilson and Donna Denise Wilson.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Danny E. Wilson and Donna Denise Wilson, and tenants holding under them.
Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Danny E. Wilson and Donna Denise Wilson.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 501-7951
T(Sept10,17,24,Oct1)B

NOTICE OF SALE UNDER POWER
IN SECURITY DEED
STATE OF GEORGIA
COUNTY OF TOWNS
Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Danny Wilson and Denise Wilson to Bank of Hiawassee, dated May 6, 2003, and recorded in Deed Book 273, Page 524, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"); and pursuant to that certain Consent Order entered July 31, 2014 in Chapter 7 Case No. 14-21468-reb filed in the United States Bankruptcy Court, Northern District of Georgia, Gainesville Division, the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2014, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 187, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA CONTAINING 1.31 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY BLAIRSVILLE, SURVEYING CO. DATED NOVEMBER 27, 19998, RECORDED IN PLAT BOOK 22, PAGE 294 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT GRANTED TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 122, PAGE 621, TOWNS COUNTY RECORDS.
THE GRANTOR GRANTS TO GRANTEE A PERPETUAL EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY. SAID EASEMENT TO BEGIN ON FODDER CREEK ROAD AND RUN TO SAID PROPERTY ALONG LOVINGOOD LANE.
ALSO CONVEYED HEREWITH IS A PERPETUAL WATER RIGHT TO THE SPRING LOCATED ON PROPERTY OF INEZ M. LOVINGOOD.
KNOWN AS: 2287 LOVINGOOD LANE, HIAWASSEE, GA 30546-4363.
The debt secured by the Security Deed is evidenced by a Renewal Home Equity Line of Credit - Georgia, dated March 15, 2004, from Danny Wilson and Denise Wilson to Bank of Hiawassee in the original principal amount of $25,000.00 (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.
Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.
The above-described real property will be sold to the highest and best bidder for cash as the property of Danny Wilson and Denise Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: Security Deed from Danny E. Wilson and Donna Denise Wilson to Bank of Hiawassee, dated March 2, 2001, and recorded in Deed Book 214, Page 301, Towns County, Georgia records; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records; all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.
To the best of the undersigned's knowledge and belief, the real property is presently owned by Danny Wilson and Denise Wilson.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Danny Wilson and Denise Wilson, and tenants holding under them.
Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Danny Wilson and Denise Wilson.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 501-7951
T(Sept10,17,24,Oct1)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from AMY LYALL SAILOR to UNITED COMMUNITY BANK, dated July 29, 2011, recorded August 16, 2011, in Deed Book 499, Page 32 and re-recorded in Deed Book 499, Page 93, Towns County, Georgia records, said Security Deed being given to secure a Note from AMY LYALL SAILOR dated July 29, 2011, in the original principal amount of One Hundred Thousand and 00/100 ($100,000.00) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2014, the following described property:
PARCEL ONE:
All that tract or parcel of land lying and being in Land Lots 14 & 23, 17th District, 1st Section, Towns County, Georgia, containing 2.005 acres and being shown as Tract 2 on a plat of survey done by Land Tech Services, Inc., dated November 21, 2002 and filed and recorded at Plat Book 28, Page 282, Towns County, Georgia records. Said plat is incorporated herein by reference hereto.
The property is conveyed subject to all matters and conditions shown on a plat of survey done by LandTech Services, Inc., dated November 21, 2002 and filed and recorded at Plat Book 28, Page 282, Towns County, Georgia records.
The property is conveyed subject to the restrictions of record pertaining to Breezewood Village Subdivision as recorded in Deed Book 82, Pages 594-595, Towns County, Georgia records.
Property is also conveyed herewith and subject to the rights, matters, easements and conditions contained in the Dock and Dock Area Maintenance and Use Agreement as filed and recorded at Deed Book 349, pages 780-782, Towns County, Georgia records.
PARCEL TWO:
An undivided one-half interest in the following:
All that tract or parcel of land lying and being in Land Lots 14 & 23, 17th District, 1st Section, Towns County, Georgia, and being Tract 3 containing 0.026 acres as shown on a plat of survey done by Land Tech Services, Inc., dated November 21, 2002 and filed and recorded at Plat Book 28, Page 282, Towns county, Georgia records. Said plat is incorporated herein by reference hereto.
The property is conveyed subject to all matters and conditions shown on a plat of survey done by LandTech Services, Inc., dated November 21, 2002 and filed and recorded at Plat Book 28, Page 282, Towns County, Georgia records.
The property is conveyed subject to the restrictions of record pertaining to Breezewood Village Subdivision as recorded in Deed Book 82, Pages 594-595, Towns County, Georgia records.
Property is also conveyed herewith and subject to the rights, matters, easements and conditions contained in the Dock and Dock Area Maintenance and Use Agreement as filed and recorded at Deed Book 349, pages 780-782, Towns County, Georgia records.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is AMY LYALL SAILOR or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for AMY LYALL SAILOR
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03683
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Sept10,17,24,Oct1)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from DELONG BUILDERS, INC. n/k/a DELCO SERVICES, INC. to UNITED COMMUNITY BANK, dated September 28, 2007, recorded October 2, 2007, in Deed Book 417, Page 410, Towns County, Georgia records, as last modified by Modification of Security Deed dated January 27, 2014, recorded in Deed Book 547, Page 204, Towns County, Georgia records, said Security Deed being given to secure a Note from DELCO SERVICES, INC. dated January 27, 2014, in the original principal amount of Seventy Six Thousand Nine Hundred Five and 03/100 ($76,905.03) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2014, the following described property:
All that certain tract or parcel of land lying and being in District 18, Land Lot 117, 1st Section, Towns County, Georgia and being shown as Tract 1, Windjammer Lodge, Phase III, containing 0.682 acre, more or less and Tract 2, Windjammer Lodge, Phase III, containing 0.630 acre, more or less, as shown on a plat of survey prepared by Land Tech Services, Inc., dated 9/6/05 and recorded in Plat Book 35, Pages 258-259, Towns County, Georgia records, said plat being incorporated herein by reference for a more complete description of the above described property.
Also conveyed herewith is a non-exclusive perpetual easement for ingress and egress along the roads in Windjammer to the above described parcels.
Subject to all easements and rights of way as shown on the above referenced plat of survey.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is DELCO SERVICES, INC. F/K/A DELONG BUILDERS, INC. or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for DELONG BUILDERS, INC. n/k/a DELCO SERVICES, INC.
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03684
T(Sept10,17,24,Oct1)B