## Towns County Herald

**Legal Notices for October 17, 2012** 

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF Betty Ruth Cloer All creditors of the Estate of Betty Ruth Clo-er, deceased, late of Towns County, Geor-gia, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the Executor.

This the 12th day of September, 2012. Carla Franklin, Executor 3635 W. Hwy. 76 Young Harris, GA 30582

**NOTICE TO DEBTORS AND CREDITORS** 

COUNTY OF TOWNS

RE: ESTATE OF Myrl K. Warren All creditors of the Estate of Myrl K. Warren, deceased, late of Towns County, Geor-gia, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment. This the 21st day of September, 2012. James A. Warren

881 Locust Trail Hiawassee, GA 30546 706-896-5435

T(Sept26,0ct3,10,17)B

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME
The undersigned hereby certify that Berry Hill conducting a business as Uniquely Hia-wassee in the City of Hiawassee, County of Towns, State of Georgia, under the name of: Uniquely Hiawassee and that the nature of the business is Crafts and that the names and addresses of the persons, firms or partnership owning and carrying on said trade or business are Berry Hill, 1701 Cliff Road, Hiawassee, GA 30546.

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Frances W. Cleveland

All creditors of the estate of Frances W. Cleveland, 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 19th day of September, 2012 William T. Cleveland, Personal Representative 1583 Cedar View Drive

Hiawassee, GA 30546 706-896-0963

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY

Because of default in the payment of the

indebtedness, secured by a Security Deed executed by Derek D Taylor and Mary Ann W Taylor to National City Mortgage Co. dated May 12, 2003 in the amount of \$121,800.00, and recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred to PNC Bank National Associa-

tion by assignment; the undersigned, PNC Bank National Association pursuant to said deed and the note thereby secured, has de-clared the entire amount of said indebted-ness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in December, 2012 , during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit: All that tract or parcel of land lying and being in Land Lot 125, 17th District, 1st Section, Towns County Georgia, containing 2.413 acres as shown on a plat of survey by Tamrok Associates, Inc., dated 9/24/99, recorded in Plat Book 24, page 164, Towns County Records which description on said plat is incorporated herein by reference. The property is subject to the overhead power lines and power pole as shown on said plat. which has the property address of 1988

Barrett Rd, Hiawassee, Georgia., together with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status

of the loan with the holder of the security

Notice has been given of intention to col-

lect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a) Said property will be sold as the property of

Derek D Taylor and Mary Ann W Taylor and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed. **PNC Bank National Association** Attorney in Fact for Derek D Taylor and Mary Ann W Taylor McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com Towns County Herald Publication Dates:09-27-2012, 10-04-2012, 10-11-2012, 10-18-2012, 10-25-2012, 11-1-2012, 11-8-2012, 11-15-2012, 11-22-2012, 11-29-2012

File No. 12-06123 /FHA/Iseymore THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE T(Sept26,0ct3,10,17,24,31,Nov7,14,21,28)B IN THE SUPERIOR COURT OF TOWNS COUNTY

In the matter of Change of Name of Chantel Marie Jones Civil Action File No. Notice of Hearing on Change of Name
Applicant hereby gives notice to all interested persons that on October 1, 2012, the

STATE OF GEORGIA

applicant has filed a Petition for Change of Name (the "Petition") in the Superior Court of Towns County, Georgia requesting the change of name of Chantel Marie Jones to Chantel Marie Walls. Any interested persons or affected parties may file an objection to the Petition or may appear at the hearing on the Petition in the

above-named court. Chantel Marie Jones 2171 Bill Brown Cove Hiawassee, GA 30546 NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Hugh Charles Hoodenpyle All creditors of the estate of Hugh Charles Hoodenpyle, deceased, late of Towns Coun-

ty, 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 2nd day of October, 2012 Charles David Hoodenpyle, Personal Representative 33 High Country Crossing Morganton, GA 30560 706-897-2325 T(0ct10,17,24,31)P

STATE OF GEORGIA TOWNS COUNTY Notice is hereby given that Thomas Reed Bush, Jr., the undersigned petitioner, has

filed a petition to the Superior Court of Towns County, Georgia, on September 26, 2012, praying for a change in the name of petition from Thomas Reed Bush, Jr., to Thomas Bush. Notice is hereby given pur-

NOTICE OF PETITION TO CHANGE NAME

suant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objec-tions must be filed with said Court within 30 days of the filing of said petition. This September 26, 2012 Thomas Reed Bush, Jr., Petitioner NOTICE OF ARTICLES OF INCORPORATION Notice is given that Articles of Incorpora-tion which will incorporate HIGHTOWER RIDGE PROPERTY OWNERS ASSOCIATION,

INC. has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 150 S. Main Street, Suite

D, Hiawassee, Georgia 30546 and the initial registered agent at such address is Bruce L. Ferguson T(0ct10,17)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF Barbara Sellars Nichols All creditors of the estate of Barbara Sellars Nichols, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to

to the undersigned. **David Nichols, Personal Representative** 706-896-3004

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

SUMMARY OF PROPOSED CONSTITUTIONAL

Pursuant to requirements of the Georgia Constitution, Attorney General Samuel S. Olens, Secretary of State Brian P. Kemp, and Legislative Counsel Wayne R. Allen hereby provide the summaries of the proposed constitutional amendments that will appear on the November 6, 2012, general election ballot for consideration by the people of Georgia (the short headings in bold print are the same as those assigned by the Constitutional Amendments Publication Board pursuant to O.C.G.A. Sec. 50-12-101):

Provides for improving student achievement and parental involvement through more public charter school options. House Resolution No. 1162

NO ( ) Shall the Constitution of Georgia be amended to allow state or local approval of public charter schools upon the request of local This proposal authorizes the General As-

sembly to provide by law for the creation of public state charter schools, which would operate under the terms of charters between the State Board of Education and charter petitioners, while preserving the authority of local boards of education to establish local charter schools. Specifically, the proposal clarifies the authority of the General Assembly to provide for state-wide policies for public education prior to the college or post-secondary level, restates the authority of the General Assembly to establish special schools, prohibits the incurrence of bonded indebtedness or the levy of school taxes for the support of special schools without approval of the local board of education and the voters in the af-fected school system, provides that special

schools may include public state charter schools, preserves the authority of local boards of education to establish local charter schools, authorizes the expenditure of state funds for special schools, and prohibits the deduction of certain state funds from local school districts as a direct result or con-sequence of the enrollment of students in state charter schools. The General Assembly has enacted a law to exercise the authority granted by the proposed constitutional amendment to provide

for public state charter schools. This law will become effective only if the constitutional amendment is ratified by the voters. This law is published at Georgia Laws 2012, p. 1298, Sec. 1, and was enacted by 2012 HB 797, Act No. 766. A copy of this entire proposed constitutional amendment is on file in the office of the judge of the probate court and is available for public inspection.

Allows the state to save taxpayer funds through multiyear real estate rental agree-Ga. L. 2012, p. 1363 "() YES Senate Resolution No. 84

() NO Shall the Constitution of Georgia be amended so as to provide for a reduction

in the state's operating costs by allowing the General Assembly to authorize certain state agencies to enter into multiyear rental This proposal authorizes the General Assembly to provide by law for the State Properties Commission, the Board of Regents of the University System of Georgia, and the Georgia Department of Labor to enter into rental agreements for the posenter into rental agreements for the pos-session and use of real property without obligating present funds for the full amount of obligation the state may bear under the full term of any such rental agreement. Any such agreement shall provide for the ter-

mination of the agreement in the event of

insufficient funds.

The General Assembly has enacted a law

to exercise the authority granted by the proposed constitutional amendment to provide for multiyear rental agreements for real property. This law will become effective only if the constitutional amendment is ratified by the voters. This law is published at Georgia Laws 2012, p. 989, and was en-acted by 2012 SB 37, Act No. 717. A copy of this entire proposed constitutional amendment is on file in the office of the idge of the probate court and is available for public inspection.

**COUNTY OF TOWNS** NOTICE OF SALE UNDER POWER By virtue of the power of sale contained in

that certain Deed to Secure Debt from DA-MON M. CROWDER and GINNY T. CROWDER to MORTGAGE ELECTRONIC REGISTRATION

SYSTEMS, INC. dated November 19, 2009, filed for record January 21, 2010, and recorded in Deed Book 468, Page 682, TOWNS County, Georgia Records, as last transferred to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP by assignment recorded in Deed Book 496, Page 799, TOWNS County, Georgia Re-cords, corrective assignment recorded in Deed Book 517, Page 624, TOWNS County, Georgia Records. Said Deed to Secure Debt having been given to secure a Note dated November 19, 2009 in the original principal sum of TWO HUNDRED FIGHTY AND 0/100 SAND TWO HUNDRED FIGHTY AND 0/100 DOLLARS (235 290.0) with instant form DOLLARS (\$245,280.00), with interest from date at the rate stated in said Note 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 November, the property de-scribed on Exhibit "A" attached hereto and incorporated herein by reference. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments on said loan. The debt remaining in default, on said loan. The debt remaining in detail, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorney's fees.

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING AND A COUNTRYWIDE HOME LOANS SERVICING.

your loan on behalf of BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, the current beneficial owner of your loan. The servicer of this loan is BANK OF AMERICA, N.A.. The individual or entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is BANK OF AMERICA, N.A., 7105 CORPORATE DR, PLANO, TX 75024-4100; Please understand that the secured creditor is not required to recordists amend or modify the terms of negotiate, amend, or modify the terms of the mortgage instrument. 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 as-

VICING, LP holds the duly indorsed Note and is the assignee of the Security Deed to your property. BANK OF AMERICA, N.A. services

sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Said property will be sold as the property of DAMON M. CROWDER and GINNY T.

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SER-As Attorney-in-Fact for DAMON M. CROWDER GINNY T. CROWDER Phelan Hallinan PLC

CROWDER.

303 Perimeter Center North, Suite 800 Atlanta, GA 30346 Telephone: 770-393-4300 Fax: 770-393-4310 PH # 10627 This law firm is acting as a debt collector. Any information obtained will be used for that purpose

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE IN THE COUNTY OF TOWNS, STATE
OF GEORGIA AND BEING MORE PARTICU-LARLY DESCRIBED AS FOLLOWS: BEING KNOWN AND DESIGNATED AS LAND LOTS 78 AND 79. 17TH DISTRICT, 1ST SEC-TION, TOWNS COUNTY, GEORGIA, CONTAIN-ING 0.743 ACRES AND BEING LOT 6 OF HIGH-LAND OAKS SUBDIVISION AS SHOWN ON A

INC. DATED JANUARY 17, 1997, REVISED MAY 15, 1997, RECORDED IN PLAT BOOK 23, PAGE 30 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORA-TION HEREIN BY REFERENCE AND MADE A PART THEREOF. THE IMPROVEMENTS THERE BEING KNOW AS NO 7612 HIGHLAND OAKS DRIVE, YOUNG HARRIS, GA 30582. BEING THE SAME PROPERTY WHICH, BY DEED DATED JANUARY 30, 2009, AND RE-CORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TOWNS, GEOR-GIA, IN BOOK 449, PAGE 111, WAS GRATNED AND CONVEYED BY GINNY T. CROWDER

UNTO GINNY T. CROWDER AND DAMON M.

Because of a default in the payment of the

PLAT OF SURVEY BY TAMROK ASSOCIATES

indebtedness secured by a Security Deed executed by Donald G. Stepanek and Kathleen M. Estapa and Glenda J. Henry to Mortgage Electronic Registration Systems, Inc., as nominee for Hometown Mortgage, Inc. dated March 5, 2007, and recorded in Deed

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

CROWDER.

T(Oct10,17,24,31)B

Book 398, Page 808, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to JPMorgan Chase Bank, National Associa tion by Assignment, securing a Note in the original principal amount of \$164,000.00, 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, November 6, 2012, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 19T1 DISTRICT, 1ST
SECTION, LAND LOT 63, TOWNS COUNTY,
GEORGIA, CONTAINING 0.80 ACRES, MORE
OR LESS, AS SHOWN ON A PLAT OF SURWEY PREPARED RY B. GREGORY COUNTY VEY PREPARED BY B. GREGORY, COUNTY SURVEYOR, DATED AUGUST 9, 1979, AND RECORDED IN PLAT BOOK 7, PAGE 16 OF THE TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE, AND BEING MORE PARTICU-LARLY DESCRIBED AS FOLLOWS: BEGIN-NING AT THE JUNCTION OF GEORGIA HIGH-WAY #17-75 AND HIGHSHOALS ROAD, AIKIA MOODY HOLLOW ROAD (COUNTY ROAD #82); RUNNING THENCE W 2376 FEET TO THE CEN-TERLINE OF HIGHSHOALS ROAD AT A DIRT ROAD; THENCE S 18 W 147 FEET TO AN IRON
PIN AT A MAPLE STUMP, THE SAME BEING
THE TRUE POINT OF BEGINNING; THENCE S
77 E 171 FEET TO A BIRCH TREE; THENCE S
7 W 202 FEET TO A ROCK CORNER; THENCE
N 75 30 W 165 FEET TO AN IRON PIN AT A
BEFCH TREE; THENCE N 3 15 E 202 FEET TO

**BEECH TREE; THENCE N 3 15 E 202 FEET TO** THE TRUE POINT OF BEGINNING.
Said property is known as 1884 Moody Hollow Drive, Hiawassee, GA 30546, together with all fixtures and personal property at-tached 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 as-sessments, 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 dis-tributed 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.

**NOTICE OF SALE UNDER POWER** NOTICE OF SALE ONDER 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 Glo-ria Ann Swanson to The Bank of Hiawassee, dated November 13, 1997, recorded in Deed Book 161, Page 631, Towns County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment to be recorded 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 EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY AND 0/100 DOLLARS (\$86,250.00), with interest there-on as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in November, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 110, 18th District, 1st Section, Towns County, Georgia containing 1.040 acres, being Lot Two (2) of Rolling Acres Subdivision as shown on a plat of survey. Subdivision as shown on a plat of survey by Tamrock Associates, Inc., dated 11/5/97, recorded in Plat Book 22, Page 42 Town County records which description on said plat is incorporated herein by reference. The property is conveyed subject to the water meter and power lines as shown on said plat. The property is conveyed subject to the road right of way as shown on said plat. The property is conveyed subject to the water line running through the property. The property is conveyed subject to the 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

restrictions of record pertaining to Rolling Acres. The debt secured by said Security Deed has been and is hereby declared due for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). »JPMorgan Chase Bank, National Association can be contacted at 800-848-9136 or by writing to 7255 Baymeadows Way, Jacksonville, FL 32256, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due ing 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 Gloria A. Swanson or a tenant or tenants and said property is more commonly known as 351 Rolling Acres, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Rankrunter Code and (2) to final confirma-Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the holder of the security deed. JPMorgan

Chase Bank, National Association, as Attor-

ney in Fact for Gloria Ann Swanson Johnson & Freedman, LLC 1587 Northeast Express-

way Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/Inc 11/6/12 Our file no. 1720310-FT20

**NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from ANTHONY J. SILVERS AND STEPHANIE SILVERS to Mortgage Electronic Registration Systems, Inc as nominee for Pine State Mortgage Corporation, dated June 1, 2009, recorded June 1, 2009, in Deed Book 456, Page 290, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Sixty-Eight Thousand Three Hundred and 00/100 dollars (\$168,300.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Bank of America, N.A., Successor by Merger to bac home loans servicing, LP FKA COUNTRYWIDE HOME LOANS SER-VICING, LP, secured creditor, there will be sold at public outcry to the highest bidof Towns County, Georgia, within the legal hours of sale on the first Tuesday in November, 2012, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-

ING AND BEING IN LAND LOT 7 & 30, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 7, CONTAINING 0.960
ACRES, MORE OR LESS, OF OLD BRASS-TOWN ESTATES AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13,2002, AS RECORDED IN PLAT BOOK 28, PAGES 134, TOWNS COUNTY, CEORGIA DECORDS SAID DIAT FRIENC IN GEORGIA RECORDS, SAID PLAT BEING IN-CORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE LEGAL DESCRIPTION. SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE MENTIONED PLAT. THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, FIFTY (50) FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO PROTECTIVE COVENANTE AND PECTBICTIONS DEPTAINING TO NANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, AS AMENDED AT DEED BOOK 324, PAGE 395, TOWNS COUNTY, GEORGIA RECORDS. Said legal description being controlling, however the property is more commonly known as 2113 BRASSTOWN LANE, YOUNG HARRIS. GA 30582.

The indebtedness secured by said Security Deed has been and is hereby declared due

because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. aid property will be sold on an "as-is" ba sis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assess-ments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed.
To the best of the knowledge and belief
of the undersigned, the owner and party in possession of the property is ANTHONY J. SILVERS AND STEPHANIE SILVERS, AN-THONY J. SILVERS, STEPHANIE SILVERS, or

tenants(s).
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. The entity having full authority to negotiate, amend or modify all terms of the loan

(although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP merger to BAC Home Loans Servicing, LP fk/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Telephone Number: 800-720-3758 for and on behalf of the secured creditor.

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING. as Attorney in Fact for ANTHONY J. SILVERS AND STEPHANIE SIL-

BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA

Telephone Number: (877) 813-0992 Case

THE BELOW LAW FIRM MAY BE HELD TO

No. BAC-11-11001-0008 Ad Run Dates 10/10/2012, 10/17/2012, 10/24/2012, 10/31/2012 www.rubinlublin.com/property-listings. T(0ct10,17,24,31)B NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Willis W Williams, Jr. and Linda G Page Williams to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans Inc., its succes-

sors and assigns dated July 24, 2006 in the amount of \$200,000.00, and recorded in Deed Book 380, Page 82, Towns County, Georgia Records; as last transferred to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP EKA Countravide, Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP FKA Countrywide Home Loans Servicing LP by assignment; the undersigned, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in November, 2012, during the legal hours of sale, at the Court-house door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit: The following described property: All that tract or parcel of land lying and being in Land Lot 29, 17th District, 1st Section, Towns County, Georgia, containing 0.45 acres and shows as Tract Two (2) on a plat of survey by Blarisville Surveying Co., R.S. No. 2228 dated January 23, 1996, recorded in Plat Book 19, Page 43 Towns County Records, and re-drawn December 3, 1998, as recorded in Plat Book 22 Page 287 Towns County Records which descriptions are incorporated herein by reference and made a part hereof. The Grantor grants to grantee a perpetual non exclusive easement for ingress and egress to the above described property along the easement as shown on said plat running from GA Hwy 339. The property is conveyed subject to the road easement as shown on said plat. Address: 1801 Bassett Ln.: Young Harris, GA 305822101 Tax Map or Parcel ID No.: 7-57 which has the property address of 1801 Bassett Lane, Young Harris, Georgia., to-gether with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status

of the loan with the holder of the security Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to

negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Linda G. Williams aka Linda G. Page Williams and Willis W. Williams, Jr and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforemen-tioned Security Deed. Bank of America, N.A., Successor by Merg-

er to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP Attorney in Fact for Willis W Williams, Jr. and Linda G Page Wil-

McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald Publication Dates:10-11-2012, 10-18-2012, 10-25-2012, 11-01-2012 File No. 10-09667 /FNMA/ajackson THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from Margaret H.

Pulliam and Stanley D. Pulliam to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Pinnacle Financial Corporation, dated September 21, 2005, recorded September 26, 2005, in Deed Book 348, Page 271-291, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Ninety-Nine Thousand Two Hundred Fifty and 00/100 dollars (\$299,250.00), with in-terest thereon as provided for therein, said Security Deed having been last sold, as-signed and transferred to BANK OF AMERI-CA, N.A., secured creditor, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in November, 2012, all property described in said Security Deed including but not limited to the following

described property: ALL THAT TRACT OR PARCEL OF LAND LY-ALL HAI HACI OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 78, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA AND BEING UNIT 3 a/k/a LOT 3, OF LAKESCAPE PATIO HOMES AS SHOWN ON PLAT OF SURVEY BY BLAIRSVILLE SURVEY-ING COMPANY, ROBERT J. BREEDLOVE, RLS DATED 05/11/04 AND REVISED ON 08/24/04 AND RECORDED IN PLAT BOOK 32, PAGE 267, TOWNS COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPO-RATED HEREIN AND MADE A PART HEREOF. THE PROPERTY IS SUBJECT TO THE COV-ENANTS AND RESTRICTIONS AS PERTAINS TO LAKESCAPE PATIO HOMES AS RECORD-ED IN DEED BOOK 316, PAGES 378-393 AND DEED BOOK 341, PAGE 811, TOWNS COUNTY, GEORGIA RECORDS.
THE PROPERTY IS SUBJECT TO THE ROAD
RIGHT OF WAYS AS SHOWN ON SAID PLAT

OF SURVEY THE PROPERTY IS SUBJECT TO THE FLOW-AGE RIGHTS OF THE TVA FOR THE PROPER-TY THAT IS BELOW THE 1933 CONTOUR LINE OF LAKE CHATUGE.
ALSO INCLUDED IN THIS CONVEYANCE IS THE RIGHT OF INGRESS AND EGRESS TO

THE HIGHT OF HIGHESS AND EGRESS TO AND FROM THE WATERS OF LAKE CHATUGE, OVER, UPON AND ACROSS THE LANDS ADJOINING UNIT 3 BETWEEN THE 1933 FOOT ELEVATION CONTOUR LINE AND THE WATERS OF SAID LAKE. Said legal description being controlling, however the property is more commonly known as 599 Hiawassee Estates Unit 3,

Hiawassee, GA 30546. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" ba-sis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assess-ments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is Margaret H. Pulliam and Stanley D. Pulliam, Margaret H. Pulliam, Stanley D. Pulliam, Steven E. Lusty,

Ginger P. Lusty, or tenants(s).
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Bank of America, N.A., holds the duly endorsed Note and is the current assignee of the Security Deed to your property. Bank of America, N.A., acting on behalf of and, as necessary, in consultation with Federal

National Mortgage Association (the current investor on your loan), is the entity with the full authority to negotiate, amend, and modify all terms of your loan. Pursuant to O.C.G.A. § 44-14-162.2, you may contact Bank of America, N.A. at: Bank of America, N.A. Home Loan Assistance Dept 7105 Corporate Drive Plano, TX 75024 1-800-669-6650 lease note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an

BANK OF AMERICA N A

as Attorney in Fact for MARGARET H. PULLIAM AND STANLEY D. PULLIAM THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-

Attorney Contact: Rubin Lublin, LLC, 3740

Telephone Number: (877) 813-0992 Case No. BAC-10-10134-0003 Ad Run Dates 10/10/2012, 10/17/2012, 10/24/2012. 10/31/2012 ww.rubinlublin.com/property-listings. T(0ct10,17,24,31)B **NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION ORTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale

contained in a Security Deed given by Charles D Jones to Wells Fargo Bank, NA, dated February 2, 2007, recorded in Deed Book 396, Page 264, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of NINETY-FOUR THOU-SAND AND 0/100 DOLLARS (\$94,000.00), with interest thereon as set forth therein, there will be sold at public attent to the there will be sold at public outcry to the highest bidder for cash before the court-house door of Towns County, Georgia within the legal hours of sale on the first Tuesday in November, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO 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 in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. 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 Charles D Jones or a tenant or tenants and said property is more com-monly known as 3294 Hwy 76 E, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, NA as Attorney in Fact for Charles D Jones McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/tf3 11/6/12 Our file no. 5936912-FT7 EXHIBIT
"A" Tract 1 All that tract or parcel of land lying and being in Land Lot 181 of the 18th District, 1st Section, Towns County, Georgia, being known as Tract 1, containing .613 acres, more or less, as shown on a let of current by T. Kirby & Associates. a plat of survey by T. Kirby & Associates, Inc., Tony G. Kirby G.R.L.S. No.2988, dated 01/30/07 and recorded in Deed Book 36, Page 261, in the Towns County records which description on said plat is incorporated herein for reference. This conveyance is subject to all easements and restric-tions of record, if any, and all ad valorem taxes for 2007 and subsequent years not yet due and payable. This being the same property conveyed unto Todd L. Bishop by Warranty Deed from Hugh Dayton dated, 08/30/06 and recorded in Deed Book 382, Page 672 in the Towns County Records. Tract 3 All that tract or parcel of land lying and being in Land Lot 181 of the 18th District, 1st Section, Towns County, Georgia, being known as Tract 3 containing, 160 acres more or less as shown on a late of acres, more or less, as shown on a plat of survey by T. Kirby & Associates, Inc., Tony G. Kirby G.R.L.S. No. 2988, dated 01/30/07

and recorded in Deed Book 36, Page 261, in the Towns County Records which descrip-tion on said plat is incorporated herein for

reference. This conveyance is subject to all easements and restrictions of record, if

any, and all ad valorem taxes for 2007 and

subsequent years not yet due and payable. This being the same property conveyed unto Hugh Dayton by Warranty Deed from

Hugh Dayton dated, 08/30/06 and recorded in Deed Book 382, Page 672 in the Towns County Records. MR/tf3 11/6/12 Our file no.

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 KELLY
ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY COMPANY to UNITED COMMUNITY
RANK dated line 3, 2004 recorded line BANK, dated June 3, 2004, recorded June 3, 2004, in Deed Book 305, Page 665, Towns County, Georgia records, as last modified by Modification of Security Deed dated June 20, 2011, recorded in Deed Book 500, Page 464, Towns County, Georgia records, said Security Deed being given to secure a Note from KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY COMPANY dated June 20, 2011, together with interest, 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 November, 2012, the following described property: TRACT ONE (I) ALL THAT TRACT OR PARCEL OF LAND LYING

AND BEING IN THE 18TH DISTRICT, 1ST SEC-TION, LAND LOT 199, OF TOWNS COUNTY, GEORGIA, CONTAINING 28 ACRES, MORE OR LESS, AS SHOWN ON PLAT OF SURVEY BY B. GREGORY, COUNTY SURVEYOR, DATED 12-22-80, AND RECORDED IN PLAT BOOK 6, PAGE 202, OF THE TOWNS COUNTY RE-CORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE, AND SUBJECT TO ALL EASEMENTS AS SHOWN ON SAID PLAT; AND GRANTED HEREIN ARE ALL UTILITIES AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT. BEING PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW

AND LANNIE BRADSHAW BY WARRANTY

DEED DATED 12-23-80, AND RECORDED IN DEED BOOK 68, PAGE 415, OF THE TOWNS COUNTY RECORDS; AND BEING PART OF THAT PROPERTY CONVEYED BY FRANK KEL-LY TO JAMES W. BRADSHAW AND LANNIE BRADSHAW BY WARRANTY DEED DATED 1-30-81, AND RECORDED IN DEED BOOK 69, PAGE 357, OF THE TOWNS COUNTY RE-CORDS, AS CORRECTED BY CORRECTIVE WARRANTY DEED FROM FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE TO JAMES W. BRAUSHAW AND LANNE BRADSHAW DATED 6-8-88, AND RECORD-ED IN DEED BOOK 92, PAGE 750 OF THE TOWNS COUNTY RECORDS; AND BEING A PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW AND LANNE BRADSHAW BY WARRANTY DEED DATED 5-10-81 AND RECORDED IN DEED DATED 5-19-81, AND RECORDED IN DEED BOOK 69, PAGE 357, OF THE TOWNS COUNTY RECORDS; AND BEING A PART OF COUNTY RECORDS; AND BEING A PART OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1st SECTION, LAND LOT 199, OF TOWNS COUNTY, GEORGIA CONTAINING 0.60 ACRE, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY B. GREGORY, COUNTY SURVEYOR, DATED 4-23-81, AND RECORDED IN PLAT BOOK 9, PARCE 32, BET LET TOWNS COUNTY PROCEDS. PAGE 33, OF THE TOWNS COUNTY RECORDS SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE; AND BEING A PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE BRAD-SHAW BY WARRANTY DEED DATED 5-1-84 SHAW BY WARRANIY DEED DATED 3-1-84, AND RECORDED IN DEED BOOK 76, PAGE 318, OF THE TOWNS COUNTY RECORDS. THESE BEING A PART OF THE SAME LANDS AS CONVEYED FROM LANNIE BRADSHAW TO JAMES BRADSHAW IN A QUITCLAIM DEED NATION OF THE SAME LAND BEAD SHAW TO JAMES BRADSHAW IN A QUITCLAIM DEED NATION OF THE SAME ASSOCIATION OF DATED SEPTEMBER 18, 1996 RECORDED IN DEED BOOK 148, PAGES 143-144, TOWNS COUNTY RECORDS. THIS BEING THE SAME TRACT OR PARCEL

ITHIS BEING IN E SAME ITHALT UN PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 199, OF TOWNS COUNTY, GEORGIA, AND IDENTIFIED AS TRACT 1, CONTAINING 28.146 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY EDWIN G. DAVIDSON, REGIS-TERED SURVEYOR, DATED 11-04-97, AND RECORDED IN PLAT BOOK 23, PAGE 263, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE, AND SUBJECT TO ALL ROADWAY AND UTILITIES EASEMENTS AS SHOWN ON SAID PLAT; AND GRANTED HEREIN ARE ALL UTILITIES AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT. GRANTOR HEREBY TRANSFERS AN EASE-MENT FOR UTILITIES AND ROADWAY AC-CESS OVER THE ADJOINING LANDS OF

CESS OVER THE ADJOINING LANDS OF GRANTOR; SAID EASEMENT TO BE 24 FEET WIDE, AS MEASURED FROM THE EDGE OF THE EXISTING RIGHT-OF-WAY, AS THE RIGHT-OF-WAY IS SHOWN ON THE PLAT FILED AND RECORDED IN PLAT BOOK 23, PAGE 263, SAID RIGHT-OF-WAY BEING KNOWN, AS DOC'S ROAD, TO RUN FROM KELLY LANE WITH DOC'S ROAD TO A POINT LOCATED NOT MORE THAN TWENTY-FOUR (24) FEET PAST THE ADJOINING CORNER OF THE SUBJECT PROPERTY.

WELL WATER AGREEMMENT AND EASEMENT WELL WATER AGREEMENT AND EASEMENT THE PROPERTY TRANSFERRED HEREBY IS SUBJECT TO THE FOLLOWING WELL WATER

AGREEMENT AND BASEMENT IN FAVOR OF THE SUBJECT PROPERTY AND THE ADJOINING PROPERTIES OR TRACTS OF THE GRANTOR, SAID WELL WATER AGREEMENT AND EASEMENT SHALL NOT APPLY TO MORE THAN TO TWO RESIDENTIAL UNITS TO BE LOCATED ON GRANTOR ADJOIN-ING LAND (TWO (ONE AREA) TRACTS), OR SHALL NOT EXCEED ONE RESIDENCE PER ACRE ON THE ADJOINING PROPERTY OF GRANTOR. THE COSTS OF PROVIDING WATER TO EACH TRACT SHALL BE THE INDIVIDUAL RESPONSIBILITY OF EACH TRACT OWNER, EACH TRACT OWNER SHALL BE RESPONSIBLE FOR THE COSTS OF ALL WATER INES RESERVINE DIMMOS AND TAPE TERLINES, RESERVOIRS, PUMPS AND TAPS AND OTHER SIMILAR WATER SERVICE DE-VICES SERVICING EACH INDIVIDUAL TRACT. THE COSTS OF WATER DEVICES AND COM-MON ELEMENTS NECESSARY TO SERVE ALL THREE TRACTS MUTUALLY TO BE EQUALLY SHARED BY FACH LANDOWNER ACTUALLY SHARED BY EACH LANDOWNER ACTUALLY UTILIZING THE WATER EASEMENT. THE PROVISION SHALL RUN WITH THE LAND AND BE MUTUALLY BINDING AS TO THE GRANT-EES OF ANY LANDOWNER OF THE TRACT TRANSFERRED BY RICHARD H. STANCIL AND STEVE GILES WHICH WERE RECEIVED BY THEM FROM JAMES BRADSHAW. IN THE EVENT THAT ANYLANDOWNER SHALL NOT PAY HIS PRO RATA SHARE AFTER WRITTEN PAY HIS PRO RATA SHARE AFTER WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RE-CEIPT REQUESTED, BY ANY HOLDER OF THIS EASEMENT, WATER TO THAT TRACT MAY BE SHUT OFF OR DISCONTINUED BY THE HOLD-ERS OF THE EASEMENT, OR AT THE OPTION OF THE HOLDERS OF THE EASEMENT, A LIEN AGAINST THE PROPERTY OF THE NONPAY-ING EASEMENT HOLDER MAY BE FILED IN THE SAME MANNER AS A LIEN FOR MATERIALMEN OR LABORS, AND MAY BE ENFORCED AS PROVIDED THEREFORE. TRACT TWO (2)
ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 18TH DISTRICT; 1ST

GEORGIA CONTAINING 7.75 ACRES, MORE OR LESS, AS SHOWN ON A REVISED PLAT OF SURVEY BY B. GREGORY, COUNTY SUR-VEYOR RECORDED IN PLAT BOOK 11, PAGE 113, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE HERTO AND MADE A PART HEREOF. SUBJECT TO MATTERS AS SHOWN ON SAID LESS AND EXCEPT: ALL THAT TRACT OR PARCEL OF LAND LY-ALL HALL HALL OR PARGEL OF LAND LT-ING AND BEING IN LAND LOT 199, DISTRICT 18, SECTION 1, TOWNS COUNTY, GEOR-GIA, BEING KNOWN AS LOT 1, BUCKHEAD HILLS SUBDIVISION, CONTAINING 1.279 ACRES AS SHOWN ON PLAT OF SURVEY EN-

SECTION, LAND LOT 199 OF TOWNS COUNTY

TITLED "FINAL PLAT FOR BUCKHEAD HILLS SUBDIVISION" PREPARED BY SOUTHERN GEOSYSTEMS, LTD DATED MARCH 1, 2007 AS RECORDED IN PLAT BOOK 37, PAGES 63-64 TOWNS COUINTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPO-RATED HEREIN.

FURTHER LESS AND EXCEPT:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 199, DISTRICT 18, SECTION 1, TOWNS COUNTY, GEORGIA, BEING KNOWN AS LOT 7, CONTAINING 1.609 ACRES AND LOT 11, CONTAINING 1.307 ACRES OF BUCKHEAD HILLS SUBDIVISION, AS SHOWN ON PLAT OF SURVEY ENTITLED "FINAL PLAT FOR BUCKHEAD HILLS SUBDIVISION" PRE-PARED BY SOUTHERN GEOSYSTEMS, LTD DATED MARCH 1, 2007, AS RECORDED IN PLAT BOOK 37, PAGE 63-64, TOWNS COUN-TY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN.

PLAT IS INCORPORATED HEREIN.

A portion of the remaining property described above includes Lots 2, 3, 4, 5, 6, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 of Buckhead Hills Subdivision as more particularly shown on plat of survey entitled "Final Plat for Buckhead Hills Subdivision" prepared by Southern Geosystems, Ltd dated March 1, 2007, as recorded in Plat Book 37, Pages 63-64, Towns County. Georgia records. which plat Towns County, Georgia records, which plat is incorporated herein. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the number of naving the same

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 (notice of intent to conect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY COMPANY or a UNITED COMMUNITY BANK,

Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03357 T(0ct10,17,24,31)B **NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY** 

L. Lou Allen

as attorney in Fact for KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Northland Title Pawn, LLC to Community Bank and Trust dated , and recorded , in Deed Book , Pages , Towns County, Georgia Deed records, and any further renewals or modifications thereto, held by SCBT d/b/a CBT, a Division of SCBT

nity Bank & Trust, SCBT, N.A., and the Federal Deposit Insurance Corporation, dated January 29, 2010 and pursuant to Assignment from Federal Deposit Insurance Cor-poration as Receiver of Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. n/k/a SCBT d/b/a CBT, a Division of SCBT, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday in November, 2012 by SCBT d/b/a CBT, a Division of SCBT, as Attorney-in-Fact for Northland Title Pawn, LLC the following described property: All that tract or parcel of land lying and be-ing in Land Lot 51, 17th District, 1st Sec-tion, Towns County, Georgia, being Lot 5, containing 0.85 acres, more or less, and Lot 6, containing 1.14 acres, more or less, of Block "H" Lake Forest Estates, and being

pursuant to that Purchase and Assumption Agreement among Federal Deposit Insur-ance Corporation as Receiver of Commu-

shown on a plat of survey done by Tamrok Associates, Inc., dated September 10, 1992 and filed and recorded at Plat Book 17, Page 37, Towns County, Georgia records. Said plat being incorporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above referenced plat. The property is conveyed subject to the restrictions for Block "H" Lake Forest Estates as recorded at Deed Book 93, Pages 617-619, Towns County, Georgia records. Lot 5 is subject to the perpetual, non-exclusive easement of ingress and egress to reach Lot 4 over and across Lot 5 across the currently existing driveway.

The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, among other possible events of default, this sale will be made for the purposes of

this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees (notice having been given as provided by law).

The property will be sold subject to the fol-(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments,

if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above. To the best of the undersigned's knowledge and belief, the party in possession is North-land Title Pawn, LLC or tenant(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Deed to

SCBT d/b/a CBT, a Division of SCBT as

File No.: F12-1200

Attorney-in-fact for Northland Title Pawn. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. The Knott Firm, LLC 670 East Kytle Street Cleveland, GA 30528 706-219-3227

**NOTICE OF SALE UNDER POWER** GEORGIA, TOWNS COUNTY

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Chatuge Properties, LLC to Community Bank and Trust dated, and recorded , in Deed Book , Pages , Towns County, Geor-gia Deed records, and any further renewals or modifications thereto, held by SCBT d/b/a CBT, a Division of SCBT pursuant to that Purchase and Assumption Agreement among Federal Deposit Insurance Corpo-ration as Receiver of Community Bank & Trust, SCBT, N.A., and the Federal Deposit Insurance Corporation, dated January 29, 2010 and pursuant to Assignment from Federal Deposit Insurance Corporation as Receiver of Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. n/k/a SCBT d/b/a CBT, a Division of SCBT, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tues-day in November, 2012 by SCBT d/b/a CBT, a Division of SCBT, as Attorney-in-Fact for

a Division of 20th, as Autoriey-in-ract for Chatuge Properties, LLC the following described property:
Tract 1: All that tract or parcel of land lying and being in Land Lot 42, 18th District, 1st Section, Towns County, Georgia, containing 0.28 acres, more or less, as shown on a plat of survey by B. Gregory, County Surveyor, dated July 1976 and recorded in Plat Book 5, Page 222, Towns County, Georgia records and being shown as Lot 3. Said plat being incorporated herein by reference hereto. This being the same property conveyed to the Grantors in a warranty deed dated August 12, 1978 by Elizabeth T. Brumfield and recorded at Deed Book 62, Page 649, Towns County, Georgia records. Tract 2: All that tract or parcel of land lying and be-ing in Land Lot 72, 18th District, 1st Section, Towns County, Georgia, containing 0.41 acres and being more particularly described as follows: BEGINNING at an iron pin set at the point where the North right of way line of a road intersects the center line of an old road, said point being 0.15 miles from GA Highway 76; thence along and with the said North right of way line North 75° West 100 feet to an iron pin; thence S 9° 30′ West 64 feet to an iron pin; thence North 87° West 71 feet to an iron pin; thence North 35° 22′ East 269 feet to a pint in the center line of the old road. a point in the center line of the old road mentioned above; thence along and with the said center line South 2° 14' East 200 feet to the point of BEGINNING. Grantors grant to Grantees, their heirs and assigns a right to beach or moor a boat or boat dock on the shores of Lake Chatuge and a right of ingress and egress thereto as more par-ticularly described in a deed between Fred W. Vossbruch and Elanine H. Brossbruch to Joseph M. Pabst, Jr. and Trudie E. Pabst as recorded at Deed Book X-1, Page 405, Towns County, Georgia records. This being all the property conveyed in a warranty deed recorded at Deed Book X-1, Page 405, Towns County, Georgia records.
The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby, among other possible events of default, among dutie possible events of uclauf, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees (notice having been given as provided by law).

The property will be sold subject to the fol-

if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out To the best of the undersigned's knowledge and belief, the party in possess Chatuge Properties, LLC or tenant(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Deed to Secure Debt. SCBT d/b/a CBT, a Division of SCBT as At-torney-in-fact for Chatuge Properties, LLC. This law firm is acting as a debt collector

(1) all prior restrictive covenants, ease-ments, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters

which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments,

attempting to collect a debt, any informa-tion obtained will be used for that purpose. The Knott Firm, LLC 670 East Kytle Street Cleveland, GA 30528 706-219-3227 File No.: F12-1202

NOTICE OF SALE LINDER POWER GEORGIA, TOWNS COUNTY Under and by virtue of the power of sale

contained in that certain Deed to Secure Debt from Northland Financial Services, LLC to Community Bank and Trust dated , and recorded, in Deed Book , Pages , Towns County, Georgia Deed records, and any further renewals or modifications thereto,

held by SCBT d/b/a CBT, a Division of SCBT pursuant to that Purchase and Assumption Agreement among Federal Deposit Insurance Corporation as Receiver of Commu-nity Bank & Trust, SCBT, N.A., and the Fed-eral Deposit Insurance Corporation, dated January 29, 2010 and pursuant to Assign-ment from Federal Deposit Insurance Cor-poration as Receiver of Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. n/k/a SCBT d/b/a CBT, a Division of SCBT, the undersigned will sell at public outcry to the highest bidder for cash before outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tues-day in November, 2012 by SCBT d/b/a CBT, a Division of SCBT, as Attorney-in-Fact for Northland Financial Services, LLC the following described property: All that tract or parcel of land lying and being in Land Lot 111, 18th District, P Section, Towns County, Georgia, and contain-ing 0.520 acres, more or less, as shown on a plat of survey prepared by Tony G.

incorporated herein by reference hereto for a more complete description of the above described property. The property is conveyed subject to all matters and condi-tions shown on the above referenced plat of survey. ALSO CONVEYED herewith is a perpetual, non-exclusive easement over and across the 10 foot ingress and egress easement shown on the above referenced plat of survey.

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

been given as provided by law). The property will be sold subject to the fol-

(1) all prior restrictive covenants, ease-

Kirby, RLS, dated December 9, 2005, as recorded in Plat Book 29, Page 230, Towns County, Georgia records, said plat being

ments, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out To the best of the undersigned's knowledge and belief, the party in possession is North-land Financial Services, LLC or tenant(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to

final confirmation and audit of the status

of the loan with the holder of the Deed to

SCBT d/b/a CBT, a Division of SCBT as Attorney-in-fact for Northland Financial Services, LLC.

Secure Debt.

This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose. The Knott Firm, LLC 670 East Kytle Street Cleveland, GA 30528 706-219-3227 File No. : F12-1201 T(0ct10,17,24,31)B