Towns County Herald

Legal Notices for February 8, 2012

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Lorraine Lloyd Oliver
All creditors of the estate of Lorraine Lloyd Oliver, 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 2nd day of February, 2012
Fredda Margaret Oliver,
Personal Representative
PO Box 414
Hiawassee, Ga. 30546
706-781-7074
T(Feb8,15,22,29)B

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Donald B. McConnell
All creditors of the estate of Donald B. McConnell, 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 31st day of January, 2012
Joanna M. McConnell,
Personal Representative
1620 McConnell Road
Hiawassee, Ga. 30546
706-896-4165
T(Feb8,15,22,29)B

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Ruth W. Baker
All creditors of the estate of Ruth W. Baker, 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 3rd day of February, 2012
Marilyn D. Ivester,
Personal Representative
3453 Smyrna Road
Young Harris, Ga. 30582
706-745-8340
T(Feb8,15,22,29)B

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Robert N. Hodnett, Sr.
All creditors of the estate of Robert N. Hodnett, Sr., 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 20th day of January, 2011
Nona L. Hodnett, Personal Representative
113 LaPorte Drive
Chattanooga, TN 37415
423-591-6537
T(Jan25,Feb1,8,15)B

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Howell D. Paris, Sr.
All creditors of the estate of Howell D. Paris, Sr., 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 Executor.
This the 19th day of January, 2012
Howell D. Paris, Jr., Executor
PO Box 366
Hiawassee, GA 30546
T(Feb1,8,15,22)P

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Towns
All creditors of the estate of Doris Jean Armstrong, 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 11th day of January, 2012
Richard L. Armstrong,
Personal Representative
3725 North Meadow Circle
Young Harris, GA 30582
706-896-9372
T(Jan18,25,Feb1,8)P

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Ethel Barrett
All creditors of the estate of Ethel Barrett, 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 13th day of January, 2012
Virginia B. Spiva,
Personal Representative
4571 Amberly Court So.
Atlanta, GA 30360
770-457-6933
T(Jan18,25,Feb1,8)P

NOTICE TO DEBTORS AND CREDITORS
All creditors of the estate of Melvin G. Harkins, late of Towns County, Georgia deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.
This the 12 of January, 2012.
Bruce L. Fergsuon, Attorney for
Dena M. Harkins
Administrator of the Estate of
Melvin G. Harkins
PO BOX 524
Hiawassee, GA 30546
706-896-9699
N(Jan18-Feb8)B

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Lorine Nicholson Arrowood
All creditors of the estate of Lorine Nicholson Arrowood, 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 27th day of January, 2012
Dayle Grindle,
Personal Representative
1439 Cabury Church Road
Gainesville, GA 30507
770-297-8745
T(Feb1,8,15,22)P

NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Pauline Shook Nicholson
All creditors of the estate of Pauline Shook Nicholson, 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 27th day of January, 2012
Dayle Grindle,
Personal Representative
1439 Cabury Church Road
Gainesville, GA 30507
770-297-8745
T(Feb1,8,15,22)P

NOTICE
GEORGIA, TOWNS COUNTY PROBATE COURT
TO: Any heir whose current address is unknown, all known and unknown interested parties and anyone else
Tsun-Lien Rose has petitioned to be appointed Administrator(s) of the estate of Bobby Merrell Crapps, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before February 15, 2012. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
David Rogers, Probate Judge
By: Bonnie Sue Dixon,
Probate/Deputy Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
N(Jan18,25,Feb1,Feb8)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 Patsy R McCall to Wells Fargo Bank, N.A., dated January 23, 2009, recorded in Deed Book 447, Page 476, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED AND 0/100 DOLLARS ($241,800.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of 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. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., 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 Patsy R McCall or a tenant or tenants and said property is more commonly known as 1738 Victoria Woods Drive, 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, N.A. as Attorney in Fact for Patsy R McCall McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/qlb 3/6/12 Our file no. 510712-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 159, 160 & 184 of Towns County, Georgia, shown as Lot 44, containing 0.82 acres on a plat of survey by Tamrok Engineering, Inc. Entitled "Survey for Victoria Woods Subdiv". Said plat recorded in plat book 11, page 137, Towns County, Georgia records which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the restrictions of record as pertains to Victoria Woods Subdivision, recorded in Deed Book 94, Pages 130-132 and Deed Book 94, Pages 267-269, Towns County records. The property is conveyed subject to the road right of way as shown on said plat. The property is conveyed subject to the easement granted to Blue Ridge Electric as recorded in Deed Book 93, Pages 627-629, Towns County records. This being portion of the same property conveyed in a Warranty Deed from Cecil Sanders, Jr. to Terry E. Taylor recorded in Deed Book 93, Page 135, Towns County Records. MR/qlb 3/6/12 Our file no. 510712 - FT7
T(Feb8,15,22,29)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 Mick C. Youngblood to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, its successors and assigns dated March 29, 2007 in the amount of $128,000.00, and recorded in Deed Book 299, Page 483; re-recorded in Deed Book 300, Page 294, , Towns County, Georgia Records; as last transferred to Aurora Bank, FSB by assignment; the undersigned, Aurora Bank, FSB 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 March, 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 137, 17th District, 1st Section, Towns County, Georgia, containing 0.846 acres and being Lot Seventeen (17) of Townsend Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1996 recorded in Plat Book 19, Page 189, Towns County records and shown on a plat of survey by Tamrok Associates, Inc., dated June 18, 1997, recorded in Plat Book 21 Page 272 Towns County records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A. The property is conveyed subject to the power line easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County records.
which has the property address of 6097 Mill Road, Young Harris, 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, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed.
Said property will be sold as the property of Mick C. Youngblood 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.
Aurora Bank, FSB
Attorney in Fact for
Mick C. Youngblood
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates:02-09-2012, 02-16-2012, 02-23-2012, 03-01-2012
File No. 11-06544 /CONV/cajohnson
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Feb8,15,22,29)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 Don F Schuppert to Commonwealth United Mortgage, a division of National City Bank of Indiana, dated July 22, 2005, recorded in Deed Book 344, Page 588, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED AND 0/100 DOLLARS ($167,400.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of 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. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Don F Schuppert and Cathy M Schuppert or a tenant or tenants and said property is more commonly known as 5719 Pine Crest Road, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. 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. PNC Bank, NA successor by merger to National City Bank successor by merger to National City Mortgage Co, doing business as Commonweath United Mortgage as Attorney in Fact for Don F Schuppert McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/bw1 3/6/12 Our file no. 523812-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lots 63 & 82, District 17, Section 1, Towns County, Georgia, containing 1.341 acres, and being known as Lot 48, Pinecrest Subdivision, as shown on plat of survey entitled "Survey for Don F. Schuppert & Cathy M. Schuppert" by Northstar Land Surveying Inc., W. Gary Kendall, R.S. #2788 dated June 25, 2004 and recorded in Plat Book 32, page 202, Towns County Records. Which description on said plat is incorporated herein by reference thereto. Subject property is conveyed subject to restrictions of record as pertains to Pine Crest Subdivision as recorded in Deed Book 72, page 274 and Deed Book 115, Pages 61-99, Towns County Records. MR/bw1 3/6/12 Our file no. 523812 - FT15
T(Feb8,15,22,29)B

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF RABUN
Under and by virtue of the power of sale contained in that certain Deed to Secure Debt ("Security Deed") executed by Tuscany Mountain Development, LLC in favor of Community Bank & Trust dated May 21, 2009, and recorded at Deed Book A35, pages 476-489 of the Rabun County, Georgia Deed Records, and recorded in Deed Book 456, pages 71-84 of the Towns County, Georgia Deed Records, as assigned pursuant to that Transfer and Assignment of Deed to Secure Debt from Federal Deposit Insurance Corporation, in its capacity as Receiver for Community Bank & Trust to SCBT, N.A., d/b/a CBT, a Division of SCBT, N.A. and recorded in Deed Book Y36 at pages 583-598 of Rabun County, Georgia Deed Records, and recorded in Deed Book 489 at pages 41-48 of Towns County, Georgia Deed Records the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Rabun County, Georgia, during the legal hours of sale, on the first Tuesday in March, that being March 6, 2012, the following described property:
PARCEL 1 – RABUN COUNTY
All that tract or parcel of land lying and being in Land Lot 8 of the Second Land District of Rabun County, Georgia and being Tract 2, containing 5.97 acres in the City of Clayton as more particularly described upon that certain plat of survey prepared by T. Lamar Edwards, Georgia Registered Land Surveyor No. 1837, dated November 17, 2003 and recorded in Plat Book 50, Page 271, Clerk's office, Rabun Superior Court, Reference is hereby had and made to said plat of survey for the purpose of incorporating same herein for a full and complete description of the property herein conveyed.
This conveyance includes but is not limited to those condominium units being known as Units 1, 3, 5 and 6 of Tuscany Mountain Condominium (the Property) as more particularly described in that certain Declaration of Condominium for Tuscany Mountain Condominium which is recorded in the office of the clerk of Rabun Superior Court Plat Book 2, Pages 250-257 and as shown upon that certain As-Built Site Plan for Tuscany Mountain Condominium (the "site plan"), dated May 4, 2006 and revised August 22, 2006, prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, which is recorded in the office of the clerk of Rabun Superior Court in Condominium Plat Book 2, Page 249, and on certain architectural plans certified by Donald L. Nelson, (the "plans"), filed in the office of the clerk of Rabun Superior Court in a sleeve attached to Condominium Plat Book 2, Page 249, together with all rights, title and interest appurtenant to the property and the appurtenances thereto under the declaration, site plans are incorporated herein and made a part hereof.
LESS AND EXCEPT that Tuscany Mountain Condominium Unit 4 previously conveyed to Eugenia Gargullo by virtue of that Warranty Deed dated September 29, 2006 and recorded in Deed Book V-30, Page 373, Clerk's office, Rabun Superior Court.
ALSO LESS AND EXCEPT that Tuscany Mountain Condominium Unit 2 previously conveyed to Abraham Jacob Duncan by virtue of that Warranty Deed dated October 28, 2011 and recorded in Deed Book T37, Pages 104-106, Clerk's Office, Rabun Superior Court.
ALSO LESS AND EXCEPT All that tract or parcel of land lying and being in Land Lot 8 of the Second Land District of Rabun County, Georgia, containing 0.31 acre of land as shown on that certain plat of survey prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated November 2, 2011, and recorded in the office of the Clerk of Rabun Superior Court in Plat Book 61, page 140. Reference to said plat and record of the same for a full and complete description of the property herein described.
There is also conveyed herewith those certain easement rights as more fully described in that certain easement from Stephens C. Welnelt and Deborah S. Welnelt to Doris Cole Bleekley dated January 8, 1998, which is recorded in the office of the clerk of Rabun Superior Court in Deed Book M-18, Page 51.
Conveyed herewith is a non-exclusive, perpetual easement extending from Highway 441 over and across that adjacent 1.83 acre tract of land depleted as Tract 1 upon the above-referenced plat of survey. Said easement is not shown upon the above-referenced plat of survey but is for the purpose of access, ingress and egress over and across the aforementioned Tract 1 and to and from Highway 441 from and to the above-described Tract 2.
There is also conveyed herewith a four-sixths (4/6) undivided interest in the "common elements" of Tuscany Mountain Condominium, as such term is defined in the declaration.
Conveyed herewith is a non-exclusive, perpetual easement for ingress and egress extending from U. S. Highway 76 to the above-referenced unit.
PARCEL 2 – TOWNS COUNTY
All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 142, Towns County, Georgia, containing 3.128 acres, more or less, as shown on a plat of survey by Tamrok Associates, Inc., John G. Strubblefield, RLS, dated July 24, 2000 and recorded in Plat Book 26, Page 5, Towns County Records, said plat being incorporated herein by reference and made a part hereof.
Subject to all matters and conditions shown on above referenced plat of survey.
Also conveyed herein is an easement of ingress and egress to and from Car Miles Road, over, above and across Cable Hill Road, a portion of which is shown on said plat of survey. This conveyance is subject to all road rights of way and easements as shown on said plat of survey.
The property herein conveyed is subject to that certain road easement from Gerald W. Cable and Glenda Sue Cable to Jeffrey Eller and Jamie McClure as recorded in Deed Book 199, Page 292, Towns County, Georgia records.
The property herein conveyed is subject to road right of ways and easements reserved by Ruth A. Gudger in Deed Book 205, Pages 493-494, aforementioned roads.
Said properties are located at: 624 Highway 76 E., Clayton, Rabun County and Towns County, Georgia.
The debt secured by said Security Deed is evidenced by a Promissory Note (the "Note"), dated May 22, 2009 in the original principal amount of $678,769.69, payable, principal and interest from the date thereof shown on said Note on the unpaid balance until paid.
Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpayment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed foreclosable according to its terms.
The debt remaining in default, the property will be sold to the highest bidder for cash as the property of Tuscany Mountain Development, LLC, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intent to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above.
To the best of the undersigned's knowledge and belief, the property is in the possession of Tuscany Mountain Development, LLC and will be sold as the property of Tuscany Mountain Development, LLC.
The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.
Tuscany Mountain Development, LLC
By: SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A.
as Attorney-in-Fact
Hulsey, Oliver & Mahar, LLP
P. O. Box 1457
Gainesville, GA 30503
(770) 532-6312
T(Feb8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from PATRICA M. CARRODUS AND ROBERT L. CARRODUS to Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender, dated April 26, 2004, recorded May 3, 2004, in Deed Book 302, Page 738-754, 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 Forty-Six Thousand Four Hundred and 00/100 dollars ($146,400.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., CHL MORTGAGE PASS-THROUGH TRUST 2004-12, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-12 , 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 March, 2012, all property described in said Security Deed including but not limited to the following described property:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 8 AND 29, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.85 ACRE, AND BEING LOT 56 OF WOODLAKE SUBDIVISION, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ENGINEERING, INC., R.S. #1626, DATED OCTOBER 16, 1989, RECORDED IN PLAT BOOK 11, PAGE 295, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.
THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD PERTAINING TO WOODLAKE SUBDIVISION AS RECORDED IN DEED BOOK 100, PAGE 124-125, TOWNS COUNTY, GEORGIA RECORDS. THE PROPERTY IS SUBJECT TO THE ROAD EASEMENTS AS SHOWN ON SAID PLAT. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT GRANTED TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 99, PAGE 636-637, TOWNS COUNTY, GEORGIA RECORDS
Said legal description being controlling, however the property is more commonly known as 2071 WOODLAKE LANE, YOUNG 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.
Said property will be sold on an "as-is" basis 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; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said 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:
Lender Contact: BAC, Loss Mitigation Dept., P.O. Box 940070, Simi Valley, CA 93094-0070
Telephone Number: 800-720-3758
To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is PATRICA M. CARRODUS AND ROBERT L. CARRODUS, PATRICA M. CARRODUS, ROBERT L. CARRODUS, ESTATE OF ROBERT L. CARRODUS, or tenants(s).
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.
THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., CHL MORTGAGE PASS-THROUGH TRUST 2004-12, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-12
as Attorney in Fact for
PATRICA M. CARRODUS AND ROBERT L. CARRODUS
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Attorney Contact: Rubin Lublin Suarez Serrano, LLC, 3740 Davinci Court, Suite 400, Norcross, GA 30092
Telephone Number: (877) 813-0992 Case No. BAC-11-11619-0003
T(Feb8,15,22,29)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 Henry Hedden to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., its successors and assigns dated July 19, 2007 in the amount of $99,000.00, and recorded in Deed Book 412, Page 518, Towns County, Georgia Records; as last transferred to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP by assignment; 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 March, 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 134, 1st Section, 17th District of Towns County, Georgia, being Tract 1 and Tract 2, comprising a total of 1.74 acres of land, as depicted on that corrective plat of survey for Henry Hedden, by Robert J. Breedlove, G.R.L.S. No. 2228, dated October 5, 2011, and being recorded at Plat Book 39, Page 162, Towns County deed records, said plat being incorporated herein by reference thereto.
which has the property address of 5127 Mineral Springs Rd, Young Harris, 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, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed.
Said property will be sold as the property of Henry Hedden 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.
Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP
Attorney in Fact for
Henry Hedden
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates:02-09-2012, 02-16-2012, 02-23-2012, 03-01-2012
File No. 09-13666 /FNMA/cyeats
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Feb8,15,22,29)B

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA, COUNTY OF TOWNS
Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by PHYLIS J BAIR and A/K/A P.J. BAIR to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR DECISION ONE MORTGAGE COMPANY, LLC , dated 09/25/2006, and Recorded on 09/29/2006 as Book No. 385 and Page No. 400-411, TOWNS County, Georgia records, as last assigned to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE2, by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of $161,250.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in March, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 135, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 6, CONTAINING 0.813 ACRES, MORE OR LESS, OF WILLOW SPRINGS SUBDIVISION AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED 3/31/02 FILED AND RECORDED IN PLAT BOOK 28, PAGE 198, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO.
THE PROPERTY IS SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE DESCRIBED PLAT OF SURVEY.
THE PROPERTY IS CONVEYED SUBJECT TO BUILDING SET BACK LINES AS SHOWN ON SAID PLAT.
THE PROPERTY IS CONVEYED SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS FOR WILLOW SPRINGS SUBDIVISION AS RECORDED IN DEED BOOK 250, PAGES 132-133; RE-RECORDED IN DEED BOOK 253, PAGES 135-137, TOWNS COUNTY, GEORGIA RECORDS. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: AMERICA'S SERVICING COMPANY, 3476 STATEVIEW BLVD., Foreclosure MAC# X7801-013, FORT MILL, SC 29715, 800-288-3212. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 5451 WILLOW SPRINGS ROAD, YOUNG HARRIS, GEORGIA 30582 is/are: PHYLIS J BAIR AND A/K/A P.J. BAIR or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE2 as Attorney in Fact for PHYLIS J BAIR AND A/K/A P.J. BAIR. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20110134000693 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.
T(Feb8,15,22,29)B

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA, COUNTY OF TOWNS
Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by CHARLES H THORNTON to JPMORGAN CHASE BANK, N.A. , dated 04/25/2008, and , TOWNS County, Georgia records, as last assigned to JPMORGAN CHASE BANK, N.A., by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of $504,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in March, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 120, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 52, CONTAINING 1.283 ACRES, MORE OR LESS, OF ASHELAND COVE, PHASE II AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., JON G. STUBBLEFIELD RLS #2599, DATED MAY 7, 1996 AND FILED AND RECORDED AT PLAT BOOK 19, PAGE 109, TOWNS COUNTY, GEORGIA RECORDS. SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.
SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.
SAID PROPERTY IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR ASHELAND COVE SUBDIVISION AS RECORDED IN DEED BOOK 146, PAGES 28-35, TOWNS COUNTY, GEORGIA RECORDS.
SAID PROPERTY IS SUBJECT TO THE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS FILED AND RECORDED IN DEED BOOK 142, PAGE 116 & DEED BOOK 142, PAGE 117, TOWNS COUNTY, GEORGIA RECORDS.
ALSO CONVEYED HEREWITH IS AND EASEMENT FOR INGRESS AND EGRESS ALONG THE SUBDIVISION ROADS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMORGAN CHASE BANK, NATIONAL ASSOIATION, SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, 3415 VISION DRIVE, Foreclosure, COLUMBUS, OH 43219, 800-848-9136. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as LOT 52 ASHELAND COVE, YOUNG HARRIS, GEORGIA 30582 is/are: CHARLES H THORNTON or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. JPMORGAN CHASE BANK, N.A. as Attorney in Fact for CHARLES H THORNTON. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20110187406230 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.
T(Feb8,15,22,29)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 Michell L Hicks and Martha L Hicks to Mortgage Electronic Registration Systems, Inc., dated March 14, 2008, recorded in Deed Book 431, Page 333, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 505, Page 187, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-FOUR THOUSAND NINE HUNDRED AND 0/100 DOLLARS ($54,900.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of 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. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 2270 Lakeside Blvd, Richardson, TX 75082, 1-888-219-7773. 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 Michell L Hicks and Martha W. Hicks or a tenant or tenants and said property is more commonly known as 4228 Swallows Creek Rd, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP as Attorney in Fact for Michell L Hicks and Martha L Hicks McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/krc1 3/6/12 Our file no. 549112-FT10 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 179 and 180, 18th District, 1st Section, Towns County, Georgia, containing 1.080 acres and being shown as tract one (1) on a plat of survey by Northstar Land Surveying, Inc., dated 5/15/2001, recorded in Plat Book 26, Page 186, Towns County records, which description on said plat is incorporated herein by reference. The grantor grants the grantee a perpetual non-exclusive easement along the west line of tracts Three (3) and Four (4) which shall serve tracts One (1), Two (2), Three (3), and Four (4). MR/krc1 3/6/12 Our file no. 549112 - FT10
T(Feb8,15,22,29)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 Gloria 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 thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2012, the following described property:All that tract or parcel of land lying and being in Land Lot 110, 18th District, 1st Section, Towns County, Georgia containing 1.040 acres, being Lot Two (2) of Rolling Acres Subdivision as shown on a plat of survey by Tamrok Associates, Inc., dated 11/5/97, recorded in Plat Book 22, Page 42 Towns 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 restrictions of record pertaining to Rolling Acres. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association can be contacted at 800-848-9136 or by writing to 7255 Baymeadows Way, Jacksonville, FL 32256, to discuss possible alternatives to foreclosure sale. 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 Gloria A. Swanson or a tenant or tenants and said property is more commonly known as 351 Rolling Acres, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Gloria Ann Swanson Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/kb4 3/6/12 Our file no. 1720310-FT20
T(Feb8,15,22,29)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 Andrea Lynn Kell and Edward Scott Kell to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. its successor and assigns, dated August 8, 2007, recorded in Deed Book 413, Page 42, Towns County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 504, Page 638, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTY THOUSAND AND 0/100 DOLLARS ($270,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 82, 17th District, 1st Section, Towns County, Georgia, containing 4.371 acres, more or less, and being part of Tract Three (3) as shown on a plat of survey by LandTech Services, Inc., dated 5/10/2002, recorded in Plat Book 28, page 129, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the 50 foot easement as shown on said plat of survey. The property is conveyed subject to the Restrictions recorded in Deed Book 210, page 728-729, Towns County records. The property is conveyed to the 50 foot road easement as shown on said plat of survey. The grantor grants to grantee a perpetual easement for a water line, which shall run along the west line of Tract Two (B) and through Lot Thirty-Nine (39) of Pine Crest Subdivision, Phase I which also serves Tract Two A (2A). The property is conveyed subject to a water line and utility easement which shall serve Tract One (1) and the power line easement which shall serve Tract Two A (2A) and Tract Three (3). The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure sale. 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 Andrea Lynn Kell and Edward Scott Kell or a tenant or tenants and said property is more commonly known as 5368 River Birch Lane, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Andrea Lynn Kell and Edward Scott Kell Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/kb4 3/6/12 Our file no. 1528311-FT20
T(Feb8,15,22,29)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 Real Estate Deed to Secure Debt from David Wayne Howington to Bank of Hiawassee dated October 19, 2009, filed November 6, 2009, in Deed Book 465, Page 281, Towns County, Georgia records; as same has been assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (hereinafter collectively referred to as 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 March, 2012, the following described real property, to wit:
Parcel 1:
All that tract or parcel of land lying and being in Land Lot 3, 18th District, 1st Section, Towns County, Georgia, containing 1.852 acres, more or less, and being more particularly shown as Tract 2 on a plat of survey done by Landtech Services, Inc., dated 2/7/03, and filed and recorded at Plat Book 32, Page 154, Towns County, Georgia records, which description on said plat is incorporated herein by reference hereto.
The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey.
The property is conveyed subject to the EMC easement recorded at Deed Book 348, Page 91, Towns County records.
Property below the 1933 foot contour line is subject to IVA flowage easements.
Also conveyed herewith is a perpetual, non-exclusive easement of ingress/egress and utilities to reach the above described property over and across the 20 foot easement as shown on the above referenced plat of survey.
Parcel 2:
All that tract or parcel of land lying and being in Land Lot 3, 18th District, 1st Section, Towns County, Georgia, containing 1.028 acres, more or less, and being more particularly shown as Tract 1 on a plat of survey done by Landtech Services, Inc., dated 3/25/04, and filed and recorded at Plat Book 32, Page 75, Towns County, Georgia records, which description on said plat is incorporated herein by reference hereto.
The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey.
The property is conveyed subject to the EMC easement recorded at Deed Book 348, Page 91, Towns County records.
Property below the 1933 foot contour line is subject to IVA flowage easements.
Also conveyed herewith is a perpetual, non-exclusive 20 foot ingress/egress and utility easement for access to the above property running to State Highway 75 as shown on the above referenced plat of survey.
The debt secured by the Security Deed is evidenced by that certain Promissory Note, dated October 19, 2009 from David Wayne Howington to the Bank of Hiawassee in the original principal amount of $892,712.01, as assigned to Citizens South Bank, as the same has been reduced to Judgment as evidenced by that certain Judgment filed November 28, 2011 in Civil Action File No. 11-A-03775-9, in the Superior Court of Gwinnett County, State of Georgia (the Note as reduced to Judgment is hereinafter referred to as 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 David Wayne Howington, 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 David Wayne Howington.
To the best of the undersigned's knowledge and belief, party in possession of the real property is David Wayne Howington and tenants holding under him.
Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for David Wayne Howington.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
T(Feb8,15,22,29)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 Real Estate Deed to Secure Debt from David Wayne Howington to Bank of Hiawassee dated October 19, 2009, filed November 6, 2009, in Deed Book 465, Page 290, Towns County, Georgia records; as same has been assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (hereinafter collectively referred to as 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 March, 2012, the following described real property, to wit:
All that tract or parcel of land lying and being in Land Lot 3, 18th District, 1st Section, Towns County, Georgia, containing 1.453 acres, more or less, and being more particularly shown as Tract 1 on a plat of survey done by Landtech Services, Inc., dated 2/7/03, and filed and recorded at Plat Book 32, Page 154, Towns County, Georgia records, which description on said plat is incorporated herein by reference hereto.
The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey.
The property is conveyed subject to the EMC easement recorded at Deed Book 348, Page 91, Towns County records.
The property is conveyed subject to the easement reserved in Deed Book 306, Pages 581-582 for use of the 20 foot ingress/egress and utility easement as shown on the above referenced plat.
The debt secured by the Security Deed is evidenced by a guaranty of that certain Promissory Note, dated October 19, 2009 from D&F Grading, Inc. to the Bank of Hiawassee in the original principal amount of $305,057.60, as assigned to Citizens South Bank, as the same has been reduced to Judgment as evidenced by that certain Judgment dated November 18, 2011 in Civil Action File No. 11-C-01863-1, filed in the Superior Court of Gwinnett County, State of Georgia (the Note as reduced to Judgment is hereinafter referred to as 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 David Wayne Howington, 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 David Wayne Howington.
To the best of the undersigned's knowledge and belief, party in possession of the real property is David Wayne Howington and tenants holding under him.
Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for David Wayne Howington.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
T(Feb8,15,22,29)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 James P Cook and Dinah L Cook to Mortgage Electronic Registration Systems, Inc., dated March 26, 2008, recorded in Deed Book 430, Page 446, Towns County, Georgia Records, as last transferred to Wells Fargo Bank, NA by assignment recorded in Deed Book 495, Page 243, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THREE THOUSAND FIVE HUNDRED AND 0/100 DOLLARS ($203,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of 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. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., 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 James P Cook and Dinah L Cook or a tenant or tenants and said property is more commonly known as 1227 Old School House Rd, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. 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 James P Cook and Dinah L Cook McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/jad1 3/6/12 Our file no. 53836809-FT5 EXHIBIT "A" All that tract or parcel of land lying and being in land lot 43, 17th District, 1st Section, Towns County, Georgia, containing 0.896 acre as shown on plat of survey by Rochester & Associates, Inc., dated February 28, 2002, recorded in Plat Book 27, Page 251 Towns County records which description on said plat is incorporated herein by reference. Parcel ID#: 00080-085-000 MR/jad1 3/6/12 Our file no. 53836809 - FT5
T(Fe8,15,22,29)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 Real Estate Deed to Secure Debt from Barbara A. Hanley to Bank of Hiawassee, dated September 8, 2008, filed September 24, 2008 in Deed Book 441, Page 398, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (as same may have been modified or assigned from time to time, collectively the "Security Deed"); and pursuant to that certain Consent Order entered January 26, 2012 in Chapter 7 Case No. 11-32081-JPS in the United States Bankruptcy Court, Middle District of Georgia, Athens 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 March, 2012 the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 112, 18th DISTRICT, 1st SECTION OF TOWNS COUNTY, GEORGIA, CONTAINING 0.110 ACRES, MORE OR LESS AS SHOWN ON A PLAT OF SURVEY PREPARED BY NORTHSTAR LAND SURVEYING, INC., DATED JANUARY 9, 2006 AND RECORDED IN PLAT BOOK 35, PAGE 198, TOWNS COUNTY, GEORGIA RECORDS. SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.
SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.
ALSO CONVEYED HEREWITH IS A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS/EGRESS AND UTILITIES FROM HIGHWAY 76 TO THE ABOVE DESCRIBED PROPERTY ALONG THE AREA BETWEEN HIGHWAY 76 AND THE ABOVE DESCRIBED PROPERTY, AS SHOWN ON THE ABOVE REFERENCE PLAT OF SURVEY.
SUBJECT TO THE RESTRICTIONS OF RECORDS AS FILED AND RECORDED AS EXHIBIT B IN WARRANTY DEED FILED AND RECORDED IN DEED BOOK 359, PAGES 184-186, TOWNS COUNTY, GEORGIA RECORDS.
THE PROPERTY IS LOCATED IN TOWNS COUNTY AT 132 NORTH MAIN STREET, HIAWASSEE, GEORGIA 30546.
The debt secured by the Security Deed is evidenced by a Promissory Note, dated September 8, 2008, from Barbara A. Hanley to the Bank of Hiawassee in the original principal amount of $541,517.00; as assigned to Citizens South Bank (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 Barbara A. Hanley, 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 Barbara A. Hanley.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Barbara A. Hanley and tenants holding under her.
Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Barbara A. Hanley.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
T(Feb8,15,22,29)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
IN DEED TO SECURE DEBT
Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Janet A McNeely to Mortgage Electronic Registration Systems, Inc. in the original principal amount of $95,000.00 dated 12/15/2005, and recorded in Deed Book 356, page 670, Towns County records, said Security Deed being last transferred and assigned to U.S. Bank, National Association, 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 of March, 2012 by U.S. Bank, National Association, as Attorney-in-Fact for Janet A McNeely the following described property:
All that tract or parcel of land lying and being in Land Lot 263, District 18, Section 1, Towns County, Georgia, containing 0.758 acres, more or less, and being Lot Three (3) and part of Lot Two (2), Block "B", Section 3, Phase 1 of Bald Mountain Park Subdivision as shown on plat of survey by Patterson and Dewar Engineers, Inc., dated 07/15/2005 and recorded in Plat Book 27, Page 291, Towns County records, which description is incorporated herein by reference.
The property is subject to a Fifty foot (50') right of way of Jones Gap Road and a Fifty foot (50') right of way of Jones Gap circle as shown on said plat.
Property known as: 4774 Jones Gap Road, Hiawassee, GA 30546
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, 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 as the property of The Aforesaid Grantors subject to the following:
(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.
Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is:
U.S. Bank, National Association
4801 Frederica Street
Owensboro, KY 42301
PHONE: 800-365-7772
Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness.
To the best of the undersigned's knowledge and belief, the party in possession is Janet A McNeely.
U.S. Bank, National Association, as Attorney-in-fact for Janet A McNeely.
This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.
Pendergast & Associates, P.C.
South Terraces, Suite 1000
115 Perimeter Center Place
Atlanta, GA 30346
Phone – (770) 392-0398
Toll Free – (866) 999-7088
www.penderlaw.com
Our File No. 11-13992
T(Feb8,15,22,29)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
IN DEED TO SECURE DEBT
Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Teresa B. Anderson A/K/A Teresa Anderson and Mitchell K. Anderson to Mortgage Electronic Registration Systems, Inc. in the original principal amount of $78,000.00 dated 05/31/2001, and recorded in Deed Book 220, page 281, Towns County records, said Security Deed being last transferred and assigned to CitiMortgage, Inc., 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 of March, 2012 by CitiMortgage, Inc., successor by merger with Principal Residential Mortgage, Inc., as Attorney-in-Fact for Teresa B. Anderson A/K/A Teresa Anderson and Mitchell K. Anderson the following described property:
All that tract or parcel of land lying and being in Land Lot 152, 18th District, 1st Section, Towns County, Georgia, containing 1.01 Acres, as shown on a plat of survey by Tamrok Engineering, R.S. #1626, dated 5/12/88, recorded in Plat Book 12, Page 221, Towns County records and more particularly described as follows: Beginning at the Southeast Corner of Land Lot 152, run thence N 50 12 24 W 1595.66 feet to an iron pin and the true point of beginning, run thence N 01 05 44 E 215.80 feet to an iron pin on the W.L. Barrett Driveway; thence along the driveway, S 76 01 21 W 66.57 feet, N 78 35 40 W 148.11 feet; thence leaving the driveway S 01 05 43 W 225.0 feet to an iron pin; thence S 88 54 20 E 209.99 feet to the true point of beginning.
The Grantor grants to Grantee, a perpetual easement for ingress and egress on the above described property along the 20 foot wide driveway as shown on said plat. Said drive to begin on Long Ridge Road.
Property known as: 1156 Long Ridge Rd, Hiawassee, GA 30546
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, 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 as the property of The Aforesaid Grantors subject to the following:
(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.
Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is:
CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368
PHONE: 866-272-4749
Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness.
To the best of the undersigned's knowledge and belief, the party in possession is Teresa B. Anderson A/K/A Teresa Anderson and Mitchell K. Anderson.
CitiMortgage, Inc., successor by merger with Principal Residential Mortgage, Inc., as Attorney-in-fact for Teresa B. Anderson A/K/A Teresa Anderson and Mitchell K. Anderson.
This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.
Pendergast & Associates, P.C.
South Terraces, Suite 1000
115 Perimeter Center Place
Atlanta, GA 30346
Phone – (770) 392-0398
Toll Free – (866) 999-7088
www.penderlaw.com
Our File No. 12-00467
T(Feb8,15,22,29)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 given by Donna L. Generas and Richard P. Generas to Mortgage Electronic Registration Systems, Inc. dated October 31, 2005, recorded on 11/21/2005 in Deed Book 354, Page 226, Towns County, said Security Deed having been last sold, assigned, transferred and conveyed to Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2005-AR29, Mortgage Pass-Through Certificates, Series 2005-AR29 under the Pooling and Servicing Agreement dated November 1, 2005 by Assignment conveying the after-described property to secure a Note in the original principal amount of Three Hundred Sixty-Four Thousand Five Hundred Ten and 00/100 DOLLARS ($364,510.00), with interest thereon as set forth therein, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on March, 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:
SITUATED IN THE CITY OF HIAWASSEE, COUNTY OF TOWNS AND STATE OF GEORGIA; ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 1, 18TH DISTRICT, LAND LOT 118, CITY OF HIAWASSEE, TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOT 6 OF SECTION "E" OF NANTAHALA BAY AS SHOWN ON A PLAT OF SURVEY ENTITLED " SECTION "E" NANTAHALA BAY ON LAKE CHATUGE" DATED SEPTEMBER 20, 1984 BY DAVID BEALLE SURVEYORS, LIMITED, AND RECORDED IN PLAT BOOK 8, PAGE 112, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF TOWNS COUNTY, GEORGIA; SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN; AND SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE SOUTHEASTERN CORNER OF LOT 6 OF SECTION "E", THE NORTHERN CORNER OF LOT 1 OF THE POINT OF SECTION OF NANTAHALA BAY AND A 40 FOOT ROAD RIGHT OF WAY RUNNING ALONG THE EASTERN BOUNDARY OF SAID LOT 6 AND LOT 1; RUNNING THENCE ALONG THE NORTHWESTERN LINE OF LOT 1 OF THE POINT SECTION OF SAID SUBDIVISION , SOUTH 26 DEGREES 19 MINUTES 05 SECONDS WEST 85.92 FEET TO A POINT; CONTINUING ALONG THE NORTHWESTERN LINE OF LOT 1 OF SAID POINT SECTION, SOUTH 29 DEGREES 30 MINUTES 00 SECONDS WEST 100.00 FEET TO AN IRON PIN ON THE 1933 FOOT ELEVATION CONTOUR LINE; RUNNING THENCE ALONG THE 1933 CONTOUR LINE FOR THE FOLLOWING CHORD DISTANCE: NORTH 17 DEGREES 14 MINUTES 00 SECONDS WEST 88.38 FEET, NORTH 49 DEGREES 55 MINUTES 10 SECONDS WEST 11.82 FEET TO AN IRON PIN; RUNNING THENCE ALONG THE LINE OF LOT 5 OF SECTION "E" OF NANTAHALA BAY SUBDIVISION, NORTH 28 DEGREES 17 MINUTES 55 SECONDS EAST 81.31 FEET TO A POINT; CONTINUING THENCE ALONG THE LINE OF LOT 5 NORTH 56 DEGREES 17 MINUTES 03 SECONDS EAST 89.09 FEET TO AN IRON PIN ON THE WESTERN RIGHT OF WAY OF SAID 40 FOOT ROAD RIGHT OF WAY; RUNNING THENCE SOUTH 11 DEGREES 26 MINUTES 55 SECONDS EAST 50.00 FEET TO THE BEGINNING IRON PIN.
Said property is known as 567 Admirals Point, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a party of said property, if any.
Said property will be sold as the property of Donna L. Generas and Richard P. Generas, the property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Donna L. Generas and Richard P. Generas or a tenant or tenants. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.
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, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as provided by law.
Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: IndyMac Mortgage Services, a Division of OneWest Bank, 888 East Walnut Street, Pasadena, CA 91101 , 1-877-908-4357. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.
Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2005-AR29, Mortgage Pass-Through Certificates, Series 2005-AR29 under the Pooling and Servicing Agreement dated November 1, 2005
as Attorney in Fact for
Donna L. Generas and Richard P. Generas
MorrisHardwickSchneider, LLC
1301 Hightower Trail, Suite 305
Sandy Springs, Georgia 30350
http://foreclosure.closingsource.net
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Feb8,15,22,29)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by Martin G. Rodriguez to Bank of Blairsville, being dated August 27, 2008, recorded in Deed Book 440 Pages 84-89, Towns County Georgia records, , last assigned to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records, said Deed to Secure Debt being given to secure a note from Martin G. Rodriguez to Bank of Blairsville dated August 27, 2008, in the original principal amount of $56,539.50, with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in March, 2012, the following described property:
"All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 55 and 72 of Towns County, Georgia, containing 2.00 acres more or less, and being more particularly described as follows: BEGINNING at the point where the Gum Long Creek intersects the south right of way line of Gum Log Road; thence along and with the said south right of way line in a easterly direction 210 feet, more or less, to a gravel road; thence along and with said gravel road 900 feet, more or less, to the point where said gravel road crosses a branch; thence long and with said branch in a westerly direction 100 feet, more or less, to the Gum Log Creek; thence along and with said Gum Log Creek in a northerly direction to the point of BEGINNING.
Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property.
Said property is located at 1097 County Line Rd, Young Harris, GA 30582."
The debt secured by said Deed to Secure Debt, has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the note and Deed to Secure Debt. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt, and by law, including attorneys fees (notice of intent to collect attorneys fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, and matters of record superior to the Deed to Secure Debt, first set out above.
The individual or entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Citizens South Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument.
To the best knowledge and belief of the undersigned, the party in possession of the property is Martin G. Rodriguez, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine lease or tenancy may have additional rights pursuant to the Federal Protecting Tenants at Foreclosure Act of 2009.
Citizens South Bank as attorney in fact for Martin G. Rodriguez.
Bruce L. Ferguson
Bruce L. Ferguson, P.C.
150 S. Main Street, Ste. D
Hiawassee, GA 30546
(706)-896-9699
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Feb8,15,22,29)B