## **Towns County Herald**

## Legal Notices for January 28, 2015

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Earl Roger Crane All creditors of the estate of Earl Roger Crane, 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 14th day of January, 2015 William Mark Crane
Roger Michael Crane
Personal Representatives
1926 Upper Bell Creek Road Hiawassee, GA 30546 706-896-2158

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Barbara Lillian Barbou All creditors of the estate of Barbara Lillian Barbour, 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

required to make immediate payl undersigned. This the 12th day of January, 2015 Russell Wilkins Personal Representative 435 Carnwath Court Alpharetta, GA 30022

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Paulette O. West All creditors of the estate of Paulette O. West, 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 undersignation that the 15th day of January, 2015
Charles Michael West
Personal Representative

229 Rd. 337 Hiawassee, GA 30546 706-896-7795

NOTICE TO DEBTORS AND CREDITORS All creditors of the estate of Roger Benjamin Elsberry, 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 14th day of January, 2015

Bruce L. Ferguson, Attorney for Lynn Elsberry, Executor PO Box 524 T(Jan21,28,Feb4,11)P

NOTICE OF INCORPORATION

NOTICE OF INCORPORATION
Notice is given that Articles of Incorporation
which will incorporate Lindsay Kalani Patterson, M.D., P.C., will be delivered to the Secretary of State for filing in accordance with the
Georgia Code for Professional Corporations.
The initial registered office of the corporation
will be located in Towns County, Georgia, at
103 Church Street, Hiawassee, Georgia 30546
and its initial registered agent at such address
is Samara Nicholson. is Samara Nicholson. l awrence S. Sorgen

Attorney at Law Hiawassee, GA 30546 706-896-4113

NOTICE

City of Young Harris, Georgia P.O. Box 122, Young Harris, Georgia 30582-0122 Sewerage System Improvements ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS Sealed Bids for the construction of the Sew-erage System Improvements, Additions to the Existing Water Pollution Control Plant, April 2014 will be received, by City of Young Har-ris, Georgia, at City Hall, 50 Irene Berry Drive, its, debugia, at city rain, so there berry prive, Young Harris, Georgia, 30582, until 2:00 p.m. local time on Tuesday, January 27, 2015, at which time the Bids received will be publicly opened and read. No submitted bid may be withdrawn after the scheduled closing time for receivit of high for a period of pinety (90) days receipt of bids for a period of ninety (90) days. The Project consists of construction of Approximately 4,700 linear feet of 8-inch grav-ity sewer line complete with manholes and other appurtenances as required. Time of construction is 120 consecutive cal-

Time of construction is 120 consecutive calendar days. Proposals for the complete work in one general contract shall be made on the proposal form provided and shall contain prices in words and figures for the work bid on.

All Bidders must have or be capable of acquiring a State of Georgia Utility Contractors License prior to bid award. Contractor must employ during construction a state Utility Manager certificate holder who will have oversight of the work. Documentation of these qualifications will be required prior to bid award. See Instructions to Bidders, Article 13.09.

The Issuing Office for the Bidding Documents

Instructions to Bidders, Article 13.09.
The Issuing Office for the Bidding Documents is: G. Ben Turnipseed Engineers, Inc. 2255
Cumberland Parkway, Building 400, Atlanta, Georgia, 30339. Contact person is Kellie Barber, 770-333-0700, kbarber@gbtengineers.
com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below.
Bidding Documents also may be examined at the office of City of Young Harris. Georgia, at

bluding Documents also may be examined at the office of City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582; Atlanta Builders Exchange in Atlanta, Georgia and the offices of the Engi-neer, G. Ben Turnipseed Engineers, Inc., in At-

lanta and Augusta.

Copies of the plans and specifications may be obtained from G. Ben Turnipseed Engineers, Inc., 2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339 upon receipt of the fol-

lowing amounts: Specifications \$150.00 Plans \$150.00 Reduced Drawings Available (Extra Set)

Upon receipt of all documents in undamaged condition within thirty (30) days after the date of opening of bids, one-half of the deposit will be refunded. The difference between the de-posit and the amount refunded represents the posit and the amount relation to reproduction. No refund will be made for documents received after thirty (30) days or in damaged condition.

A pre-bid conference will not be held. Bid security shall be furnished in accordance with the Instructions to Bidders.

with the instructions to Bidders. Note(s) to User: Bidders shall submit proof of qualifications to perform the Work as de-scribed in the Instructions to Bidders. The Owner reserves the right to reject any or all hids and to waive informalities

Owner: CITY OF YOUNG HARRIS, GEORGIA

Title: Date: December 16, 2014

NOTICE
City of Young Harris, Georgia
P.O. Box 122, Young Harris,
Georgia 30582-0122
Additions to Existing WPCP
ADVERTISEMENT FOR BIDS
Sealed Bids for the construction of the Sew-

erage System Improvements, Additions to the Existing Water Pollution Control Plant, April 2014 will be received, by City of Young Har-ris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582, until 3:00 p.m. local time on Tuesday, January 27, 2015, at which time the Bids received will be publicly opened and read. No submitted bid may be opened and read. No submitted but may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days. The Project consists of construction of: Additions to the existing water pollution control plant to include an influent structure, an aeration basin, a final clarifier, filters, an ultra-

aeration bashin, a final cianner, filters, an unda-violet disinfection system, an effluent pump station, a temperature control system, an aerobic digester, a sludge dewatering building, a standby generator and a chemical feed sys-tem, all complete with appurtenances. Time of construction is 450 consecutive cal-

Time of construction is 450 consecutive calendar days.

Proposals for the complete work in one general contract shall be made on the proposal form provided and shall contain prices in words and figures for the work bid on.

All Bidders must have or be capable of acquiring a State of Georgia Utility Contractors License prior to bid award. Contractor must employ during construction a state Utility Manager certificate holder who will have oversight of the work. Documentation of these qualifications will be required prior to bid award. See tions will be required prior to bid award. See

Instructions to Bidders, Article 13.09.

The Issuing Office for the Bidding Documents is: G. Ben Turnipseed Engineers, Inc. 2255 Cumberland Parkway, Building 400, Atlanta, Georgia, 30339. Contact person is Kellie Barber, 770-333-0700, kbarber@gbtengineers. Der, 770-352-700, National egyptenginers. com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office of the Bidding fice as described below.

fice as described below. Bidding Documents also may be examined at the office of City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582; Atlanta Builders Exchange in Atlanta, Georgia and the offices of the Engineer, G. Ben Turnipseed Engineers, Inc., in Atlanta and Augusta

lear, d. ben furnisseed engineers, inc., in At-lanta and Augusta.
Copies of the plans and specifications may be obtained from G. Ben Turnipseed Engineers, Inc., 2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339 upon receipt of the following amounts: Specifications \$200.00 Plans \$400.00

Reduced Drawings Available (Extra Set)

S400.00
Upon receipt of all documents in undamaged condition within thirty (30) days after the date of opening of bids, one-half of the deposit will be refunded. The difference between the deposit and the amount refunded represents the cost of reproduction. No refund will be made for documents received after thirty (30) days or in damaged condition.

A pre-bid conference will not be held. Bid security shall be furnished in accordance with the Instructions to Bidders.

Note(s) to User: Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

The Owner reserves the right to reject any or

The Owner reserves the right to reject any or all bids and to waive informalities. Owner: CITY OF YOUNG HARRIS, GEORGIA

Date: December 16, 2014

NOTICE OF FORECLOSURE SALE UNDER POWER TOWNS COUNTY, GEORGIA THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT DIJECT THAT PURPOSE

THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Robert H.
Anderson and Betty J. Anderson to Mortgage Electronic Registration Systems, Inc. as nominee for Southern Highlands Mortgage, LLC, dated May 5, 2010, and recorded in Deed Book 473, Page 700, Towns County, Georgia Records, as last transferred to Branch Banking and Trust Company by assignment recorded on December 3, 2014 in Book 558 Page in the Office of the Clerk of Superior Court of on becentiler 3, 2014 in Book 306 rage 325 in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of One Hundred Thirty-Four Thousand Four Hundred and 0/100 dollars (\$134,400.00), with interest thereon as dollars (\$134,400.00), 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 February 3, 2015, the following described property:
All that tract or parcel of land lying and being in Land Lot 117, 18th District, 1st Section, Towns County, Georgia records, and being known as Lot 1 of Plantation Villas, containing 0.174 acres, and being shown on a plat of survey by T Kirby & Associates dated April 16, 2008, revised April 2, 2009 and filed and re-

2008, revised April 2, 2009 and filed and re-corded in Plat Book 31, Page 39, Towns County, Georgia records, which 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 Dec easements for Plantation Villas of Hiawassee as recorded in Deed Book 301, Page 681-719, as amended in Deed Book 301, Pages 744-782 and final declaration of Covenants and by-laws as recorded in Deed Book 422, Pages 223-257,

as recorded in Deed Book 422, Pages 223-251, Towns County, Georgia records. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity 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

hey's tees (notice of intent to conect attorney's fees having been given).

Your mortgage servicer can be contacted at (800)827-3722 - Loss Mitigation Dept, or by writing to 301 College Street, Greenville, South Carolina 29601, to discuss possible alternatives to exist force terms. tives to avoid foreclosure.

These to avoid foreclosure.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the under-

signed, the party in possession of the prop-erty is Estate of Betty J. Anderson and Estate erfy is Estate of Betty J. Anderson and Estate of Robert H. Anderson or tenant(s); and said property is more commonly known as 424 Long View Circle, Hiawassee, GA 30546.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code (2) final confirmation and audit of the status of the loan with the holder of the security deed and (3) any right of redemption or other lien not extinguished by foreclosure.

foreclosure. Branch Banking and Trust Company as Attorney in Fact for Robert H. Anderson and Betty

Brock & Scott, PLLC 4360 Chamblee Dunwoody Road Suite 310 Atlanta, GA 30341 404-789-2661 B&S file no.: 14-26319

COUNTY OF TOWNS COUNTY OF TOWNS
Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Bradley Jay Wilson and Aundrea C. Wilson dated January 28, 2010, and recorded in Deed Book 470, Page 298, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"), the untime, collectively the "Security Deed"), the un-dersigned will sell at public outcry to the high-est and best bidder for cash before the door of the Courthouse of Towns County, Georgia, dur-ing the legal hours of sale, on the first Tuesday in February 2015, the following described real

property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 144 & 145, 18TH DIS-TRICT, 1ST SECTION OF TOWNS COUNTY, GEOR-GIA, BEING TRACT 1, CONTAINING 1.18 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SUR-VEY BY LANDTECH SERVICES, INC., JAMES L. ALEXANDER R. L. S. #2653, DATED JANUARY 27, 2004 AND FILED AND RECORDED IN PLAT BOOK 35, PAGE 239, TOWNS COUNTY, GEOR-GIA RECORDS. SAID PLAT IS INCORPORATED HEREIN AS REFERENCE HERETO AND MADE A PART HEREOF.

SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.

SURVEY.
SUBJECT TO THE DECLARATIONS OF RESTRICTIONS, LIMITATIONS AND COVENANTS RUNNING WITH THE LAND AS FILED AND RECORDED IN DEED BOOK 363, PAGES 546-547, TOWNS COUNTY, GEORGIA RECORDS.

SUBJECT TO THE EASEMENT FILED AND RE-CORDED IN DEED BOOK E-1, PAGE 229, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO THE RIGHT OF WAY AS FILED AND RECORDED IN DEED BOOK Q-108, TOWNS

COUNTY, GEORGIA RECORDS.
PROPERTY BEING MORE COMMONLY KNOWN
AS: 1135 BEARMEAT ROAD, HIAWASSEE, GA The debt secured by the Security Deed is evi-

The debt secured by the Security Deed is evidenced by a Renewal Note, dated April 4, 2011, from Bradley Jay Wilson to Bank of Hiawassee, as assigned to Park Sterling Bank, in the original principal amount of \$37,673.10 (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.

est 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. ing to its terms. ing to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Bradley Jay Wilson and Aundrea C. Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys'

the payment of said indebteness, 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 mat-To the best of the undersigned's knowledge and belief, the real property is presently owned by Bradley Jay Wilson and Aundrea C. Wilson. To the best of the undersigned's knowledge

and belief, the party in possession of the real property is Bradley Jay Wilson and Aundrea C. Wilson, and tenants holding under them. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Bradley Jay Wilson and Aundrea C. Wilson. M Told Westfall Feruire

M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339

(678) 384-7005

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA

**COUNTY OF TOWNS** Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Michelle Cain to Bank of Hiawassee, dated December 9, 2002, and recorded in Deed Book 259, Page 220, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification of Deed to Secure Debt from Michelle Cain, aka Angela Michelle Rogers, to Bank of Hiawassee, dated March 19, 2010 and recorded in Deed Book 471, Page 568, aforesaid records; as assigned Citizene South Pagk by that section March A71, rags 300, alto satul tecturs, as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"), and pursuant to the Order of Dismissal for Failure to Pay Filing Fees, entered on November 21, 2014, in Chaprees, entered on november 21, 2014, in chapter 13 Case No. 14-21971-jrs, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division, the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2015, the following described real property, to wit: ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 7 AND 30, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOT 6 OF OLD BRASSTOWN ESTATES, CONTAINING 0.996 ACRES, MORE OR LESS, AS SHOWN ON A PLAT ESTIMATED DEPARCED BY MORTERS DE ANDERS OF THE STEPPING OF THE STEPPING DEPARCED BY MORTERS DE ANDERS OF THE STEPPING OF THE STEPPING DEPARCED BY MORTERS DEPARCED AND THE STEPPING OF THE STEPPING DEPARCED BY MORTERS DEPARCED AND THE STEPPING OF THE STEPPING OF THE STEPPING DEPARCED BY MORTERS DEPARCED AND THE STEPPING OF OF SURVEY PREPARED BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13, 2002, AS RE-CORDED IN PLAT BOOK 28, PAGE 134, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A

INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE LEGAL DESCRIPTION. THIS PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, 50 FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, TOWNS COUNTY, GEORGIA RECORDS.

PROPERTY BEING MORE COMMONLY KNOWN AS: 2111 BRASSTOWN LANE, YOUNG HARRIS, GEORGIA 30582-1658. The debt secured by the Security Deed is evi-

denced by a Renewal Note, dated March 19, 2010, from Angela Michelle Rogers to Bank of Hiawassee in the original principal amount of \$57,420.22, 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 Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Securit Deed has been declared foreclosable accord

ing to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Michelle Cain, aka Angela Michelle Rogers, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all secretarity in the Note and Security Dead. 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. ters of record. To the best of the undersigned's knowledge

To the best of the undersigned's knowledge and belief, the real property is presently owned by Michelle Cain, aka Angela Michelle Rogers. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Michelle Cain, aka Angela Michelle Rogers, and tenants holding under her. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Michelle Cain, aka Angela Michelle Rogers. M. Todd Westfall. Esquire

M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 501-7951

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 Kerry Louis Wilson to Bank of Hiawassee dated April 12, 2007, as recorded in Deed Book 403, Page 345, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification of Security Deed dated June 26, 2012 and recorded in Deed Book 516, Page 93, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment dated as of March 19, 2010 and recorded in Deed Book 486, Page 790, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"); the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the 403, Page 345, in the offices of the Clerk of 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 February, 2015, the following described real property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LL 146 & 147, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, TRACT 17 (LOT 34) KOMEHETAH [SIC] VILLAGE SUBDIVISION AS SHOWN ON A PLAT OF SURVEY DONE BY ROCH-ESTER ASSOCIATES, INC., DATED 04/21/03, RECORDED AT PLAT BOOK 30, PAGE [SIC] 276-277, TOWNS COUNTY, GEORGÍA RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART

THE PROPERTY IS CONVEYED SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY. ALL THAT TRACT OR PARCEL OF LAND LYING

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN ILL 147, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, TRACT 21 AS SHOWN ON A PLAT OF SURVEY DONE BY ROCHESTER ASSOCIATES, INC., DATED 04/21/03, REVISED 3/24/05, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLIOWS: LOWS:
BEGINNING AT THE CORNER COMMON TO LAND

BEGINNING AT THE CORNER COMMON TO LAND LOTS 146, 147, 158 & 159 OF SAID DISTRICT AND SECTION AND RUNNING THENCE N 54 36 22 W 2713.22 FEET TO A 5/8" REBAR LOCATED ON OR ABOUT THE NORTHEASTERLY RIGHT OF WAY LINE OF US HIGHWAY 76/GEORGIA HIGHWAY 2; THENCE RUNNING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 150.00 FEET TO AN IRON PIN THE SAME BEING THE TRUE POINT OF PEGENING. THE TRUE POINT OF PEGENING. IRON PIN THE SAME BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 184.52 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING N 52 32 06 E 222.56 FEET TO AN IRON PIN; THENCE S 44 12 59 E 178.96 FEET TO AN IRON PIN; THENCE S 51 15 15 W 262.26 FEET TO THE TRUE POINT OF BEGINNING. OF BEGINNING.
THE PROPERTY IS CONVEYED SUBJECT TO ALL
MATTERS AND CONDITIONS AS SHOWN ON THE
ABOVE REFERENCED PLAT OF SURVEY.

AND
ALL THAT TRACT OR PARCEL OF LAND LYING
AND BEING IN LL 146 & 147, 18TH DISTRICT,
1ST SECTION, TOWNS COUNTY, TRACT 15 (LOT
32) AND TRACT 16 (LOT 33) OF KONAHETAH
VILLAGE SUBDIVISION AS SHOWN ON A PLAT OF SURVEY DONE BY BOCHESTER ASSOCIATES UF SURVEY DONE BY RUCHES IER ASSOCIATES, INC., DATED 04/21/03, RECORDED AT PLAT BOOK 30, PAGE [SIC] 276-277, TOWNS COUNTY, GEORGIA RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

ERENCE AND MADE A PART HEREOF.
THE PROPERTY IS CONVEYED SUBJECT TO ALL
MATTERS AND CONDITIONS AS SHOWN ON THE
ABOVE REFERENCED PLAT OF SURVEY.
PROPERTY BEING MORE COMMONLY KNOWN
AS: TRACTS 15, 16, 17 AND 21 KONAHETAH VILLAGE, HIAWASSEE, TOWNS COUNTY, GEORGIA

The debt secured by the Security Deed is evidenced by a renewal Promissory Note from Kerry L. Wilson (the "Borrower") to Citizens South Bank, dated June 26, 2012, in the original principal amount of \$162,643.05 (as same may have been further modified, renewed or amended, 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 on, almong other possible events or detail, 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 dealwafe fault, the Security Deed has been declared foreclosable accord

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 Kerry L. Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: Security Deed from Kerry L. Wilson to Bank of Hiawassee recorded in Deed Book 336, Page 416, as modified, and as assigned Citizens South Bank (n/k/ Park Sterfing Bank) by assignment recorded in Deed Book 486, Citizens South Bank (In/K/a Park Stering Bank) by assignment recorded in Deed Book 486, Page 790, Towns County records; all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all other prior assessments, easements, restrictions or matters

To the best of the undersigned's knowledge and belief, the real property is presently owned by Kerry L. Wilson. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Kerry L. Wilson, and tenants hold-ing under him

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Kerry L. Wilson.

Kerry L. Wilson.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005 T(Jan7,14,21,28)B

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA **COUNTY OF TOWNS** 

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Kerry L. Wilson to Bank of Hiawassee dated April 26, 2005, as recorded in Deed Book 336, Page 416, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification of Security Deed datalung 28, 2012 and recorded in Deed Book that certain Modification of Security Deed dat-ed June 26, 2012 and recorded in Deed Book 516, Page 91, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment dated as of March 19, 2010 and recorded in Deed Book 486, Page 790, afore-said records (as same may have been further modified from time to time, collectively the "Security Deed"); the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of for cash before the door of the Courthouse of

for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2015, the following described real property, to wit. ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION LAND LOT 147, TOWNS COUNTY, GEORGIA CONTAINING 1.05 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT 21 (TR-21) AS SHOWN ON A PLAT OF SURVEY FOR KERRY WILSON BY ROCHESTER & ASSOCIATES, INC., JAMES N. CASH, RLS, DATED 04-21-03, AS LAST REVISED ON 03-24-05, SAID PLAT BEING INCORPORATED HEREIN BY REFFERNCE AND BEING MORE PARTICULARLY DESCRIBED AS BEING MORE PARTICULARLY DESCRIBED AS

BEING MURE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE CORNER COMMON TO LAND LOTS 146, 147, 158 AND 159 OF SAID DISTRICT AND SECTION AND RUNNING THENCE N 54 36 22 W 2713.22 FEET TO A 5/8" REBAR LOCATED 22 W 2/13.22 FEET TO A 5/8" REBAR LOCATED
ON OR ABOUT THE NORTHEASTERLY RIGHT OF
WAY LINE OF US HIGHWAY 76/GEORGIA HIGHWAY 2; THENCE RUNNING WITH SAID RIGHT
OF WAY LINE N 31 40 44 W 150.00 FEET TO AN
IRON PIN THE SAME BEING THE TRUE POINT IRON PIN THE SAME BEING THE TRUE PUINT OF BEGINNING; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 184.52 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING N 52 32 06 E 222.56 FEET TO AN IRON PIN; THENCE S 44 12 59 E 178.96 FEET TO AN IRON PIN; THENCE S 51 15 15 W 262.26 FEET TO THE TRUE POINT OF REGINNING

AS: TRACT 21 HWY 76 E. HIAWASSEE, TOWNS COUNTY, GEORGIA.

The debt secured by the Security Deed is

evidenced by a renewal Promissory Note from Kerry L. Wilson (the "Borrower") to Citizens South Bank, dated June 26, 2012, in the original principal amount of \$162,643.05 (as same may have been further modified, renewed or amended the "Mote") note interest from date amended, 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 Se curity 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.

ing to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Kerry L. Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Secutive Described to the setting the Note of the rity Deed. The sale shall be subject to the fol-lowing: all outstanding ad valorem taxes and/ or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all other prior assessments, easements restrictions or matters of record.

restrictions or matters of record.

To the best of the undersigned's knowledge and belief, the real property is presently owned by Kerry L. Wilson.

To the best of the undersigned's knowledge and belief, the party in possession of the real property is Kerry L. Wilson, and tenants holding under him. ing under him.

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for

Kerry L. Wilson. M. Todd Westfall, Esquire

M. Todu Westfall, McBryan & Kaplan, LLP Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Jan7,14,21,28)B

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

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Kerry L. Wilson to Bank of Hiawassee dated November 10, 2004, as recorded in Deed Book 320, Page 20, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification as last modified by that certain Modification of Security Deed dated August 9, 2010 and recorded in Deed Book 479, Page 658, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment dated as of March 19, 2010 and recorded in Deed Book 488, Page 700, aforesaid records (as same may 486, Page 790, aforesaid records (as same may Adot, rager 904, anteresant records (as same may have been further modified from time to time, collectively the "Security Deed"); the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2015, the following described real

property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING
AND BEING IN LAND LOT 79, 18TH DISTRICT,
1ST SECTION, TOWNS COUNTY, GEORGIA, BEING
TRACT 3, CONTAINING 0.117 ÁCRE, AS SHOWN
ON A PLAT OF SURVEY PREPARED BY TAMROK ON A PLAI OF SURVEY PREPARED BY IAMRUK ASSOCIATES, INC., JON G. STUBBLEFIELD, G.R.L.S. NO. 2599, DATED MARCH 6, 1995, AND RECORDED IN PLAT BOOK 20, PAGE 190, TOWNS COUNTY RECORDS, WHICH DESCRIP-TION ON SAID PLAT IS INCORPORATED HEREIN TION ON SAID PLAT IS INCOMPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. ALSO CONVEYED HEREIN ARE ALL IMPROVEMENTS ON THIS PROPERTY. ALSO CONVEYED HEREIN ARE ALL OF GRANT-OR'S RIGHTS, TITLE AND INTEREST IN AND TO THE REAL PROPERTY LOCATED BETWEEN AND THE REAL PROPERTY LOCATED BETWEEN AND

THE HEAL PROPERTY LUCATED BETWEEN AND ADJACENT TO THE EAST PROPERTY LINE OF THE SUBJECT PROPERTY AS IT EXTENDS EAST-ERLY TO THE CENTERLINE OF U.S. HIGHWAY #76 AND STATE ROUTE #2, AS SHOWN ON SAID PLAT OF SURVEY.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS

AND RIGHTS-OF-WAY AS SHOWN ON SAID

PROPERTY BEING MORE COMMONLY KNOWN AS: 579 NORTH MAIN STREET, HIAWASSE, TOWNS COUNTY, GEORGIA.
The debt secured by the Security Deed is evidenced by a renewal Promissory Note from Kerry L. Wilson (the "Borrower") to Citizens South Bank, dated August 9, 2010, in the original principal amount of \$85,783.63 (as same may have been further modified, renewed or amended, 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 nonpayment well due of the independence 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 the light page.

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 Kerry L. Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Secutive Deed The sale said be subject to the follower. rity Deed. The sale shall be subject to the fol-lowing: all outstanding ad valorem taxes and/ or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all other 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 Kerry L. Wilson. To the best of the undersigned's knowledge

and belief, the party in possession of the real property is Kerry L. Wilson, and tenants hold-Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for

Kerry L. Wilson. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Jan7,14,21,28)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 that certain Home Equity Line Deed to Secure Debt from Carolyn J. Tyson ("Grantor") in favor of Cadence Bank, N.A. ("Lender") dated February 15, 2007 and recorded in Deed Book 401, page 17 in the offices of the Clerk of the Superior Court of Towns County, Georgia (as modified and/or amended from time to time, the "Deed to Secure Debt"), the undersigned will sell at public outcry before the

dersigned will sell at public outcry before the door of the Courthouse of Towns County, Georgia during the legal hours of sale on the first Tuesday in February 2015 to the highest and best bidder for cash the following described property (the "Premises"), to wit:

All that tract or parcel of land lying and being in Land Lot 73, 18th District, 1st Section, Towns County, Georgia, containing a total of 0.838 acres and shown as Tract One (1) containing 0.811 acres and being Lot Six (6) of the Ernest H. Dowdy Subdivision, and Tract Two (2) containing 0.027 acre and being a part of Lot Seven (7) of the Ernest N. Dowdy Subdivision, as shown on a plat of survey by Tamrok Ass as shown on a plat of survey by Tamrok As-sociates, Inc., dated 9/20/95 and recorded in Plat Book 20, Page 254 Towns County records, which description on said by is incorporated herein by reference. Subject to any easements, restrictions and

herein by reference.
Subject to any easements, restrictions and rights-of-way of record, if any.
Together with all present and future improvements and fixtures; all tangible personal property, including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenances associated with the real property, whether previously or subsequently transferred to the real property from other real property in this property in the real property; all leases, licenses and other agreements pertaining to the real property, all rents, issues and profits; all water, well, ditch, reservoir and mineral rights pertaining to the real property. TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, equipment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity

in FEE SIMPLE.

The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity Line of Credit Agreement dated February 15, 2007 from Grantor to Cadence Bank, N.A. in the original principal amount of \$95,000.00 (as modified, amended, restated, or replaced from time to time, the "Note"), plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the

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 indebtedness evidenced by the Note has been acceler. Deed. By reason or this default, the indebtedness evidenced by the Note has been accelerated and the Security Deed has been declared foreclosable according to its terms. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorneys' fees, notice of intent to collect attorneys' fees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Revenue Service, if any, any matters which might be disclosed by an accurate survey and inspection of the property, and any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed. The sale will be conducted subject (1) to confirmaness evidenced by the Note has been acceler-

sale will be conducted subject (1) to confirma-tion that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final audit and confirmation of the status of the loan and col-lateral with the holder of the Security Deed. To the best of the undersigned's knowledge and belief, the Premises are presently owned by Joseph Tyson, Henry Hodge, and Orlando Tyson. To the best of the undersigned's knowledge and belief, the parties in possession of the Premises are Joseph Tyson, Henry Hodge, and Orlando Tyson, and tenants holding under

Joseph Tyson, Henry Hodge, and Orlando Ty-Cadence Bank, N.A., as Attorney-in-Fact for Carolyn J. Tyson. Michael R. Wing, Esq. Balch and Bingham, LLP 30 Ivan Allen Jr. Blvd., NW Suite 700

Suite 700 Atlanta, Georgia 30308-3036 (404) 962-3574 This Law Firm is attempting to collect a Debt, and any information obtained will BE USED FOR THAT PURPOSE.