Towns County Herald

Legal Notices for December 13, 2017

NOTICE TO DEBTORS AND CREDITORS RE: Estate of Plato Dallas Parker All creditors of the estate of Plato Dallas

Parker, deceased, late of Towns County, 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. This 15th day of November, 2017

Judy Patterson 478 Hunter Road Hayesville, NC 28904 828-389-3188 T(Nov22,29,Dec6,13)P

STATE OF GEORGIA COUNTY OF TOWNS

COUNT OF TOWNS NOTICE TO DEBTORS AND CREDITORS RE: ESTATE OF THOMAS MICHAEL FAZIO All debtors and creditors of the estate of Thomas Michael Fazio, deceased, late of Inomas Michael Fazio, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Ex-ecutor of said Estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Executor. This 22nd day of November, 2017. Steven A. Fazio, Administrator Address: 453 Stratmill Road Binghamton, NY 13904 T(Nov29,Dec6,13,20)B

NOTICE OF INCORPORATION

NOTICE OF INCORPORATION Notice is given that articles of incorporation that will incorporate Hometown Holding, Inc. have been delivered to the Secretary of State for filling in accordance with the Georgia Cor-poration Code. The initial registered office of the corporation is located at 231 Chatuge Way, Hiawassee, Georgia 30546 and its initial reg-istered agent at such address is Stephanie W. McConnell.

T(Dec6,13)P NOTICE

The Towns County Commissioner's Office will be accepting sealed bids on Used Cybex Crossover machine weight set, Used Precor Treadmill C9541i, & Used Stairmaster at the next Towns County Commissioner's meeting on December 19th at 5:30 p.m. Bidder must rick we equipament at Towns County Decret pick up equipment at Towns County Recre-ation and Conference Center. All equipment is sold as is. T(Dec6,13)B

PUBLIC MEETING

PUBLIC WEETING The City of Hiawassee hereby gives notice that a public meeting will be held to discuss a wastewater improvements project funded by Georgia's Clean Wastewater State Revolv-ing Fund (CWSRF) on Monday January 29th, 2018 at 6 p.m. at Hiawassee City Hall, 50 River

2016 at 6 p.m. at navassee (old main, 50 mider The proposed project includes the expansion of the City's Water Reclamation Facility from a treatment capacity of 0.3 MGD to 0.5 MGD, rehabilitation an existing lift station, and re-placement of approximately 550 LF 8" DIP fail-ion forcemain

Inforcement of approximately 350 LP of Dir fail-ing forcemain. The improvements will occur Towns County, Georgia at the existing Water Reclamation Facility, at the existing beach lift station is lo-cated at the Towns County Recreational Beach and Playground, and the forcemain replace-

and Playground, and the forcemain replace-ment will occur along the N Main Street Bridge which crosses Lake Chatuge. The purposes of the public meeting are to: 1) Inform the public of the need for improve-ments to the City's wastewater system. 2) Comply with Section 391-3-6-02 of Geor-ricle Water Durble Control Dube (or an exerci-

a) Stater Quality Control Rules (and amendments thereto).
3) To encourage public involvement in the development of a plan to improve the waste-

water system. During the public meeting the City will attempt to identify public preferences for alternative methods of improving the City's wastewater facilities. These alternatives will be evaluated and included in the City's Facilities Plan and Environmental Information Document, the major planning document covering the waste-

major planning document covering the waste-water system improvements. This document is available for public inspection through the date of the public meeting at City Hall during the normal business hours. Your participation is encouraged and consid-ered essential to the selection and develop-ment of the final plan to be adopted prior to its approval by the State of Georgia, Department of Natural Resources. For additional information, contact City Hall at 706-896-2202.

706-896-2202. T(Dec13)B

IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA IN THE INTEREST OF:

M.P. DOB: 11-19-2012 DUB: 11-19-2012 SEX: MALE case no. 139-17J-23A M.H. DOB: 04-28-2011 SEX: FEMALE

SEX: FEMALE case do. 139-17J-24A CHILDREN UNDER THE AGE OF EIGHTEEN NOTICE OF DEPENDENCY HEARING TO: BRADLEY HUFF, TEVON WILEY AND KEN-DRICK HILLSMAN, LEGAL AND PUTATIVE FA-THERS OF THE ABOVE-NAMED CHILDREN PU ORDIG RE Service JW DIbligging dend Hbe

HERS OF THE ABOVE-NAMED CHILDREN By Order for Service by Publication dated the 6th day of December, 2017, you are hereby notified that on the 2nd day of August, 2017, the Towns County Department of Family and Children Services, Georgia Department of Hu-man Services, filed a Petition for Temporary Cuebety (Decembers) created yue on the man Services, filed a Petition for Temporary Custody (Dependency) against you as to the above-named children alleging the children are dependent. You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant Attorney General Stephany L Zaic an answer in writing within sixty (60) days of the date of the Order for Service by Publication.

This Court will conduct a final hearing upon the allegations of the Petition and enter an order of disposition on the 14th day of February, 2018, at 9:00 a.m., at the Towns County Courthouse,

Hiawassee, Georgia. The children and other parties involved may be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and hire your own lawyer. If you want to hire, a lawyer, please contact your lawyer the limediately. If you want a lawyer but are not able to hire a lawyer without undue financial hardship, you may ask for a lawyer to be ap-pointed to represent you. The Court would in-quire into your financial circumstances and if the Court finds you to be financially unable to bine a lawyer then a lower will be amainted the court minds you to be miancially unable to hire a lawyer, then a lawyer will be appointed to represent you. If you want a lawyer appoint-ed to represent you, you must let the Court or the officer of this Court handling this case know that you want a lawyer immediately. WITNESS, the Honorable Jeremy Clough, Judge of said Court, this the 6th day of December, 2017.

2017. orable Jeremy Clough Judge, Juvenile Court Towns County, Georgia Enotah Judicial Circuit T(Dec13,20,27,Jan3)B

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA COUNTY OF TOWNS

STATE OF GEORGIA COUNTY OF TOWNS Under and by virtue of the power of sale con-tained in that certain Security Deed executed by Johnny Wade Persall in favor of Commu-nity Bank & Trust dated March 25, 2008, and recorded in Deed Book 429, Pages 650-655 in the Towns County, Georgia Deed Records, as assigned by 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., dt/b/a CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded in Deed Book 489, Pages 41-48, aforesaid records, the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in January, that being Jan-uary 2, 2018, the following described property: All that tract or parcel of land lying and be-ing in 17th District, 1st Section, Land Lot 3, Towns County, Georgia, containing 6.00 acres, as shown on a plat of survey by North Georgia Land Surveyors, recorded in Plat Book 13, Page 125, Towns County records which description on said plat is incorporated herein by refer-ence and made a part hereof.

ence and made a part hereof. Said property is subject to an easement in fa-vor of Blue Ridge Mountain EMC as recorded in Deed Book 171, Page 505 Towns County

Said property is subject to any easements, restrictions and rights of way as shown on said plat or of record.

ALSO CONVEYED is a 1999 Peach State mobile home located on the above-described property, bearing VIN# PSH26A0932A and PSH26A0932B.

PSH26A0932B. The debt secured by said Security Deed is evi-denced by a Commercial Promissory Note (the "Note") from Johnny Wade Persall executed on March 25, 2008, in the original principal amount of \$55,341.31, payable, principal and interest from the date thereof shown on said Note or the unreaid belong with early of the 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 bal-ance of said debt has, therefore, been declared the security Deed for each pay the security of the security.

ance of said debt has, therefore, been declared due and the Security Deed foreclosable ac-cording to its terms. The debt remaining in default, the property will be sold to the highest bidder for cash as the property of Johnny Wade Persall, the proceeds to be applied to the payment of said indebt-edness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provid-ed in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above.

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

COUNTY OF TOWNS Under and by virtue of the power of sale con-tained in that certain Security Deed executed by Johnny Wade Persall in favor of Commu-nity Bank & Trust dated March 25, 2008, and recorded in Deed Book 429, Pages 538-543 in the Towns County, Georgia Deed Records, as assigned by Transfer and Assignment of Deed to Secure Debt from Federal Deposit Insurance Corporation in its capacity as Receiver for Community Bank & Trust to SCBT, NA. (*db/a* CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded in Deed Book 489, Pages 24, 2011, recorded in Deed Book 489, Pages 24, 2011, recorded in Deed Book 409, Pages 41-48, aforesaid records, the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in January, that being January 2, 2018, the following described nrometry.

being January 2, 2018, the following described property: All that tract or parcel of land lying and being in Land Lot 3, 17th District, 1st Section, Towns County, Georgia, containing 1.564 acres, as shown on a plat of survey by Tamrok Asso-ciates, Inc., John G. Stubblefield, R.S. #2599, dated July 22, 1996, recorded in Plat Book 21, Page 98, Towns County records which descrip-tion on said plat is incorporated herein by ref-erence and made a part hereof. Said property is subject to the road right of way as shown on said plat and the ingress/

Said property is subject to the road right of way as shown on said plat and the ingress/ egress easement as shown on said plat. Said property is subject to an easement in fa-vor of Blue Ridge Mountain EMC as recorded in Deed Book 171, Page 505 Towns County cords.

Said property is subject to any easements, re-strictions and rights of way as shown on said plat or of record.

ALSO CONVEYED is a 1999 Peach State mo-bile home located on the above-described property, bearing VIN# PSH26A0932A and PSH26A0932B.

PSR26A09328. The debt secured by said Security Deed is evi-denced by a Commercial Promissory Note (the "Note") from Johnny Wade Persall executed on March 25, 2008, in the original principal amount of \$55,341.31, payable, principal and interest from the date thereof shown on said Note on the unpaid hearso until period.

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 ac-

due and the Security Deed foreclosable ac-cording to its terms. The debt remaining in default, the property will be sold to the highest bidder for cash as the property of Johnny Wade Persall, the proceeds to be applied to the payment of said indebt-edness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provid-ed in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments. and restrictions. easements and assessments, and restrictions, easements 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 Johnny Wade Persall and will be sold as the property of Johnny Wade Persall. The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed. Johnny Wade Persall By: South State Bank f/k/a SCBT d/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. a/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. a/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact Hulsey, Oliver & Mahar, LLP P. 0. Box 1457

P. 0. Box 1457 Gainesville, GA 30503 (770) 532-6312

ec6 13 20 27)B

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER By virtue of the Power of Sale contained in that certain Deed to Secure Debt from Al-ice H. Cunningham ("Grantor") to Renasant Bank ("Grantee") dated March 27, 2014, and recorded in Deed Book 548, Page 343, in the offices of the Clerk of the Superior Court of Towns County, Georgia (the "Security Deed"), conveying the after-described property to secure a Promissory Note in the principal amount of Three Hundred Sixty Four Thousand Five Hundred and No/100 (\$364,500.00) Dol-lars, with interest thereon as set forth therein lars, with interest thereon as set forth therein (the "Note"), the undersigned, pursuant to said Security Deed has declared the entire amount of said indebtedness due and payable because of default. Further, pursuant to that Power of Sale, the undersigned will, on the first Tuesday in January, 2018 during the legal hours of sale before the courthouse door in Towns County, Georgia, sell at public outcry to the highest bidder, for cash, the following property de-scribed in said Security Deed, to wit: All that tract or parcel of land lying and being in Land Lot 79 and 112 of the 18th District, 1st Section, Towns County, containing 0.67 acres, lars, with interest thereon as set forth therein

In Land Lot 79 and 112 of the four District, fat Section, Towns County, containing 0.67 acres, more or less as shown on a plat of survey filed and recorded in Plat Book 1, Page 86, Towns County, Georgia records, which description on said plat is incorporated herein by reference. The property is conveyed subject to all matters and conditions as shown on the above refer-

and conditions as shown on the above refer-enced plat of survey. The property is conveyed subject to and to-gether with the terms and conditions in the boundary line and reciprocal quitclaim agree-ment recorded at Deed Book 141, Pages 470-

A77, Towns County, Georgia records. The property is conveyed subject to and to-gether with the terms and conditions in the Fence Agreement recorded in Deed Book 141, Pages 710-718, Towns County, Georgia

Together with all and singular the rights, members and appurtenances thereto apper-taining (hereinafter the "Property"). The above-referenced Property will be sold subject to the following: all, if any, outstand-ing ad valorem taxes and/or assessments; all, if any other write lices ing au value prior liens, easements, covenants, restrictions, encumbrances, zoning ordinanc-es or other matters of record to which the Deed is junior in priority; and all, if any, mat-ters affecting said Property which would be diveloced to greate a series of the covener of the series of the diveloced to be covened to more and the series of the ser disclosed by an accurate survey and inspec-tion of said Property. Said Property will be sold as the proceeds will be applied to the payment of the described indebtedness, attorney's fees, and all expenses of this sale. Any remaining or surplus proceeds will be applied pursuant to the Security Deed and pursuant to the laws of the State of Georgia. The above-referenced Property will be sold on an "as is, where is" basis without recourse against Grantee and without representation or warranty of any kind or nature whatsoever by disclosed by an accurate survey and inspec

warranty of any kind or nature whatsoever by

Grantee with respect thereto. For the best of the undersigned's knowledge and belief, the Property is presently owned by Alice H. Cunningham who is the party in pos-session or a tenant or tenants. Renasant Bank, as Attorney-in-Fact for Alice H. Cunningham Mark L. Golder, Esq. Lynn L. Carroll, Esq. SIEGEL & GOLDER, P.C. 5605 Glenridge Drive, Suite 690 Atlanta, Georgia 30342

(404) 252-3000 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NUTICE OF SALE ONDER FOWER Pursuant to the power of sale contained in the Security Deed executed by STANLEY E RUGER, JR. AND SUEANN RUGER to UNITED COMMU-NITY MORTGAGE SERVICES, INC. in the original principal amount of \$61,520.00 dated October 15, 2004 and recorded in Deed Book 317, Page 172 Towne County recorde said Security Dead 172, Towns County records, said Security Deed 172, Towns County records, said Security Deed being last transferred to Nationstar Mortgage LLC d//b/ Mr. Cooper, the undersigned will sell at public outcry to the highest bidder for cash, before the Courthouse door in said County, or at such other place as lawfully designated, within the legal hours of sale, on January 02, 2018, the property in said Security Deed and described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 117, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.420 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY TAMBOK AS-SOCIATES, INC., JON G STUBBLEFIELD, G.R.L.S. NO. 2599, DATED OCTOBER 22, 1997, REVISED APRIL 7, 1998, AND RECORDED IN PLAT BOOK 22, PAGE 118, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCOR-DODATED MEDEUN DY DESERBATICS AND MADE PORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

PORATED HEREIN BY REPERENCE AND MADE A PART HEREOF. ALSO, A WATER RIGHT TO A SPRING LOCATED ON THE NORTH SIDE OF SAID BYERS CREEK ROAD ON THE PROPERTY OF THE LATE JOHN S. AND ELLA M. MATTHEWS ALONG WITH THE RIGHT TO GO TO AND FROM SAID SPRING AND TO INSTALL AND MAINTAIN WATER LINE TO MAKE ANY IMPROVEMENTS ON THE SAID SPRING THAT MAY BE NECESSARY. BEING AND INTENDED TO BE THE SAME PROP-ERTY CONVEYED BY WARRANTY DEED (JOINT TENANCY WITH RIGHT OF SURVIVORSHIP) FROM CHARLES J. LESKO AND NANCY LESKO IN FAVOR OF RONALD A. ANDERSON AND SUSAN ANDERSON AND RECORDED IN TOWNS COUNTY RECORDS IN DEED BOOK 166, PAGE 619. MR. RONALD A. ANDERSON DEPARED THIS LIFE ON 2-18-03, A RESIDENT OF TOWNS COUNTY, ON 2-18-03, A RESIDENT OF TOWNS COUNTY,

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON SAID PLAT. SUBJECT TO THE ELECTRIC LINE AS SHOWN ON

THE ABOVE PLAT. SUBJECT TO RIPARIAN RIGHTS OF OTHERS, IF

ANY. SUBJECT TO ENCROACHMENT OF GRAVEL DRIVE INTO 60' RIGHT-OF-WAY OF BYERS CREEK ROAD AS SHOWN ON SAID PLAT.

Said property being known as: S890 BYERS CREEK RD, YOUNG HARRIS, GA 30582 To the best of the undersigned's knowledge, the party or parties in possession of said prop-erty is/are STANLEY E RUGER, JR. AND SUEANN PU/CPD or knowled)

erb is/are SIANLEY E HUGEN, JR. AND SUEAN RUGER or tenant(s). The debt secured by said Security Deed has been and is hereby declared due and payable because of, among other possible events of default, failure to pay the indebtedness as pro-vided for in the Note and said Security Deed. The debt remaining in default, this sale will be made for the number of naving the same and made for the purpose of paying the same and all expenses of sale, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to the fol-

Said property will be sold subject to the tol-lowing: (1) any outstanding ad valorem taxes (including taxes which are a lien, whether or not yet due and payable); (2) the right of re-demption of any taxing authority; (3) any mat-ters which might be disclosed by an accurate survey and inspection of the property; and (4) any assessments, liens, encumbrances, zon-in ardinances restrictions convants and ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed

Tirst set out above. Said sale will be conducted subject to the fol-lowing: (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the sta-tus of the loan with the holder of the Security

The name, address, and telephone number of the individual or entity who has full authority to negotiate, amend, and modify all terms of

to negotiate, amend, and modify all terms of the mortgage is as follows: Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 Cypress Waters Blvd., Coppell, TX, 75019 1-888-480-2432 Note that pursuant to O.C.G.A. § 44-14-162.2, the above individual or entity is not required by law to negotiate, amend, or modify the terms of the mortgage. THIS LAW FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. THAT PURPOSE.

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

GEUNGIA, IOWNS COUNTY Under and by virtue of the power of sale con-tained in that certain Deed to Secure Debt given by Mary Darlene Hills (the "Grantor") to and in favor of James D. Neal and Marilyn R. Neal (the "Lender") dated September 25,2012 and recorded on September 26, 2012 in Towns County, Georgia records in Deed Book 520, Pages 565-587 (the "Dead to Secure Debt") Pages 585-587, (the "Deed to Secure Debt"); in the original principal amount of \$50,000.00 (the "Note") 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 Level have of eale or the direct redencine law at the TOWNS County Countrouse Winnin the legal hours of sale on the first Tuesday in Jan-uary, 2017, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LL 170, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, CONTAINING 8.87 ACRES, MORE OR LESS AS SHOWN ON A PLAT CURPTY DI ANE C DIVIDIO AND ASCOUNTS ACRES, MORE OR LESS AS SHOWN ON A PLAI SURVEY BY LANE S. BISHOP AND ASSOCIATES, DATED JANUARY 19,2006 AND FIED AND RE-CORDED IN PLAT BOOK 37, PAGE 178, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT IS IN-CORPORATED HEREIN BY REFERENCE. SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY

SURVEY

SURVEY. ALSO CONVEYED HEREWITH IS A NONEX-CLUSIVE PERPETUAL INGRESS/EGRESS AND UTILITY EASEMENT, ACROSS PROPERTY N/F OWNED BY DOROTHY GREENE BROWN, LOCA-TION OF EASEMENT BEING MORE PARTICU-LARLY DESCRIBED IN DEED BOOK 23, PAGE 114, TOWNS COUNTY CLERKS OFFICE, THENCE ACROSS PROPERTY N/F OWNED BY THOMAS WINN, LOCATION OF EASEMENT BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 32, PAGE 30, TOWNS COUNTY CLERKS OFFICE. AND PARTICULARLY DESCRIBED IN DEED BOOK 32, PAGE 30, TOWNS COUNTY CLERKS OFFICE, AND THENCE ACROSS PROPERTY OWNED BY MARY DARLENE HILLS, 30' IN WIDTH, MEASURED 15' FROM THE CENTER LINE OF THE EXIST-ING ROAD. LOCATION OF ROAD IS PARTIALLY SHOWN ON PLAT RECORDED IN PLAT BOOK 26, PAGE 51, TOWNS COUNTY CLERKS OFFICE AND PARTIALLY SHOWN ON PLAT RECORDED IN PLAT BOOK 23, PAGE 114, TOWNS COUNTY CLERKS OFFICE. ALSO CONVEYED HEREWITH IS AN EASEMENT GRANTED IN DEED BOOK 419, PAGES 491-492,

GRANTED IN DEED BOOK 419, PAGES 491-492, TOWNS COUNTY GEORGIA RECORDS. The above-referenced foreclosure shall be subject to the irs 120 days right of redemp-

tion. 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 re-mains in default, this sale will be made for the purpose of paying the same and all expenses 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 (no-tice 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: James D. Neal and Marilus P. Neal PO. Ray EG? Hisuarcsca and Marilyn R. Neal P.O. Box 567 Hiawassee, GA. 30546. 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 un-dersigned, the party/parties in possession of the subject property known as 8.87 acres in the 17th District, 1st Section, Land Lot 170 of Towns County Georgia is/are: Mary Darlene Hills 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 pavable). (b) any matters which and Marilyn R. Neal P.O. Box 567 Hiawassee. vet 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, zonb) assessments, lents, enclambrances, con-ing ordinances, easements, restrictions, cov-enants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohib-ited under the U.S. Bankruptcy Code; and (2) to final confirmation and audit of the status of the lene with the helder of the second of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, deed. Pursuant to 0.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 pre-ceding paragraph. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. WOODSIDE & BOEMANNS, P.C.. 44B Blue Ridge St., Blairs-ville, GA 305112 Telephone (706) 745-2142

ville, GA 30512 Telephone (706) 745-2142

NATIONSTAR MORTGAGE LLC D/B/A MR. COO-NATIONSTAR MUNICAGE LLC D/B/A WIR. COU-PER, as Attorney-in-Fact for STANLEY E RUGER, JR. AND SUEANN RUGER RAS Crane LLC 10700 Abbott's Bridge Road Suite 170 Duluth, GA 30097 Phone: 470.321.7112 Firm File No. 17-107822 - JaG

To the best of the undersigned's knowledge and belief, the property is in the possession of Johnny Wade Persall and will be sold as the property of Johnny Wade Persall. The undersigned will execute a deed to the purchaser as authorized in the aforeme Security Deed. Johnny Wade Persall By: South State Bank f/k/a SCBT d/b/a CBT, a Division of SCBT f/k/a 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 (Dec6,13,20,27)B