

Towns County Herald

Legal Notices for February 13, 2019

NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Walter F. Nowak
All creditors of the Estate of Walter F. Nowak, 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 22 day of January, 2019

Pamela Moninghoff, Executrix
90 Misty Mountain Road
Franklin, NC 28734
828-371-2923

T(Jan30,Feb6,13,20)B

NOTICE OF TRADE NAME REGISTRATION

Notice is hereby given that the business operated at 595 N. Main Street, Hiawassee, GA 30546, with a mailing address of 595 N. Main Street, Hiawassee, GA 30546, in the name of SPECIAL OPERATIONS GROUP, is owned and carried on by GLOBAL TELEKOM VENTURES, INC., with a physical and mailing address of 595 N. Main Street, Hiawassee, GA 30546, and that the Registration Statement relating thereto as required by O.C.G.A. § 10-1-490 has been filed with the Clerk of the Superior Court of Towns County, Georgia.

GLOBAL TELEKOM VENTURES, INC.

By: Dan Wickersham, CEO

T(Feb13,20)B

ADVERTISEMENT FOR BIDS

Bid Package One (1) through Seventeen (17)
Project: Towns County Middle/High School Modernization - Phase 2
Owner: Towns County Schools
Architect: Robertson Loia Roof

CM: Charles Black Construction Company, Inc. Contractors are invited to submit lump sum bids for Bid Package One (1) through Seventeen (17), Towns County Middle/High School Modernization - Phase 2.

Sealed bids will be received by the Construction Manager until 3:00 p.m., Tuesday, March 12, 2019 at the Cleveland Office of the Construction Manager, Charles Black Construction Company, Inc., 1955 Highway 129 South, Cleveland, Georgia 30528. Bids must be submitted in Duplicate on the Construction Manager's Proposal Form along with a 5% Bid Bond if required by the Bid Package. No Faxed or E-Mailed Bids Accepted

A thorough review of the bid package description and bid documents are required prior to submitting bids.

Schedule of days to inspect the existing school. The existing school will be open to proposers for inspection on Friday, March 1, 2019, 3:15 PM to 5:00 PM. A representative from Charles Black Construction Company, Inc. will be on site to conduct the site visit. All potential proposers must check in and out of the building with the Charles Black Construction Company's representative.

The form of agreement will be a modified AIA Subcontract Agreement, between the Construction Manager and the Successful Bidder. Bidding Documents are available for the COST OF REPRODUCTION from:
AGC Plan Room/Gainesville Whiteprint
312 Bradford Street, NW
Gainesville, Georgia 30501
(770) 534-2086

Documents will be available for review at the following locations.

Charles Black Construction Company, Inc.
1955 Highway 129, South
Cleveland, Georgia 30528
Dodge Data & Analytics
www.construction.com
iSqFt

www.iSqFt.com

CM: Charles Black Construction Company, Inc.
PROJECT: Towns County Middle/High School Modernization - Phase 2

ADVERTISEMENT FOR BIDS

INDEX TO BID PACKAGES

Bid Pkg Bid Package Bid

Number Name Date

1. Concrete March 12, 2019
2. Masonry March 12, 2019
3. Structural Steel March 12, 2019
4. Door, Frames and Hardware March 12, 2019
5. Installation of Doors and Hardware March 12, 2019
6. Overhead Coiling Doors and Shutters March 12, 2019
7. Aluminum Storefronts, Acoustical Panels, Glass & Glazing March 12, 2019
8. Drywall, Ceilings, and DEFIS March 12, 2019
9. Decorative Resinous Flooring March 12, 2019
10. Resilient Flooring, Carpet Tile and Base March 12, 2019
11. Painting March 12, 2019
12. Specialties March 12, 2019
13. Manufactured and Custom Casework March 12, 2019
14. Stadium and Arena Seating March 12, 2019
15. Plumbing March 12, 2019
16. HVAC March 12, 2019
17. Electrical March 12, 2019

See Bid Package Description, General Package Notes & Construction Manager's Special Conditions Prior to Pricing

Allen Mauney, Project Manager
Charles Black Construction Company, Inc.
P.O. Box 960 * 1955 Highway 129 South
Cleveland, Georgia 30528

The Construction Manager and Owner reserve the right to reject any and all bids and to waive technicalities.

T(Feb13,20,27,Mar6)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE:

DONALD ROGER MULL, DECEASED

ESTATE NO. 2019-5

NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT

The Petition of Darlene J. Mull, for a year's support from the estate of Donald Roger Mull, Deceased, for Decedent's Surviving Spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before February 18, 2019 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 on or before the time stated in the preceding sentence. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel 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

Judge of the Probate Court

By: Kerry L. Berrong

Clerk of the Probate Court

48 River St., Suite C

Hiawassee, GA 30546

Address

706-896-3467

Telephone Number

T(Jan23,30,Feb6,13)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE:

FRANCES BARBARA SHOOK, DECEASED

ESTATE NO. 2019-15

NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT

The Petition of Grover Shook, for a year's support from the estate of Frances Barbara Shook, Deceased, for Decedent's Surviving Spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before March 11, 2019, 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 on or before the time stated in the preceding sentence. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel 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

Judge of the Probate Court

By: Kerry L. Berrong

Clerk of the Probate Court

48 River St., Suite C

Hiawassee, GA 30546

Address

706-896-3467

Telephone Number

T(Feb13,20,27,Mar6)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE: ESTATE OF

LOLA MILDRED CURTIS, DECEASED

ESTATE NO. 2019-10

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: All Interested parties and to whom it may concern:

Betty Faye Bradley has petitioned to be appointed Administrator of the estate of Lola Mildred Curtis 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 March 4, 2019.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel 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

Judge of the Probate Court

By: Kerry L. Berrong

Clerk of the Probate Court

48 River St. Suite C

Hiawassee, GA 30546

Address

706-896-3467

Telephone Number

T(Feb6,13,20,27)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from JOSEPH HENSON to BANK OF HIWASSEE, dated March 31, 2005, recorded April 5, 2005, in Deed Book 331, Page 682, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Eighty-Six Thousand and 00/100 dollars (\$86,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust as Owner Trustee of the Residential Credit Opportunities Trust V, there will be sold 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, 2019, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT AND PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 36, TOWNS COUNTY, GEORGIA, CONTAINING 0.54 ACRES AND BEING LOT 12-A, AS SHOWN ON A PLAT OF SURVEY PREPARED BY B. GREGORY, COUNTY SURVEYOR, DATED 7/21/78, AND RECORDED IN PLAT BOOK 5, PAGE 211, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE. SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT AN IRON PIN ON THE RIGHT OF WAY OF PINE LAKE ROAD AND THE NORTHEAST CORNER OF LOT 11A, RUNNING THENCE ALONG PINE LAKE ROAD N 49 DEGREES E 65 FEET, THENCE N 35 DEGREES E 50 FEET; THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 12A AND 13A, N 76 DEGREES 45 MINUTES W 210.8 FEET TO AN IRON PIN, THENCE N 76 DEGREES 45 MINUTES W 33 FEET TO AN IRON PIN; THENCE N 44 DEGREES W 90 FEET TO AN IRON PIN; THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 11A AND 12A, S 73 DEGREES 15 MINUTES E 234 FEET TO THE POINT OF BEGINNING. THE ABOVE PROPERTY IS RESTRICTED AGAINST MOBILE HOMES. THE GRANTOR GRANTS TO GRANTEE A PERPETUAL ACCESS TO LAKE CHATGUE ON THE TWO LAKE ACCESS LOTS SET ASIDE FOR THE USE OF ALL LOTS.

Said legal description being controlling, however the property is more commonly known as 2153 PINELAKE RD, HIWASSEE, GA 30546.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. 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 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.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is JOSEPH HENSON, 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.

Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: American Mortgage Investment Partners Management LLC, Loss Mitigation Dept., 3020 Old Ranch Parkway, Ste 180, Seal Beach, CA 90740, Telephone Number: 562-735-6555 x100. WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST AS OWNER TRUSTEE OF THE RESIDENTIAL CREDIT OPPORTUNITIES TRUST V

as Attorney in Fact for JOSEPH HENSON

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, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071

Telephone Number: (877) 813-0992 Case No. AMI-16-01376-5

Ad Run Dates 02/06/2019, 02/13/2019, 02/20/2019, 02/27/2019

rubinlublin.com/property-listing

T(Feb6,13,20,27)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from THOMAS K SMITH to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC AS NOMINEE FOR NATIONS DIRECT MORTGAGE LLC DBA MOTIVE LENDING, dated May 19, 2017, recorded May 22, 2017, in Deed Book 597, Page 136, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Ninety-One Thousand Five Hundred Seventy-Five and 00/100 dollars (\$91,575.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to PennyMac Loan Services, LLC, there will be sold 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, 2019, all property described in said Security Deed including but not limited to the following described property:

PARCEL 1: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BEING LOTS 37 AND 38, BLOCK C, SECTION 1, ANNEX B OF BALD MOUNTAIN PARK, AS SHOWN ON A PLAT OF SURVEY PREPARED BY MICHAEL L. SCUPIN & ASSOCIATES, LAND SURVEYORS, GAINESVILLE, GEORGIA, FILED AND RECORDED IN PLAT BOOK 3, PAGE 179, TOWNS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO. THE PROPERTY IS SUBJECT TO EXISTING HIGHWAY AND UTILITY RIGHTS OF WAY AND ALL OTHER MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.

PARCEL 2: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258, 18TH DISTRICT, 1ST SECTION, AND BEING SHOWN AS THE TWO TRACTS OF LAND (CONTAINING 0.12 ACRES AND 0.07 ACRES) ADJACENT TO LOTS 37 AND 38, DESCRIBED ABOVE, ON THE PLAT SURVEY RECORDED IN PLAT BOOK 6, PAGE 275, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO. THIS BEING THE PROPERTY DESCRIBED AS TRACT 3 IN THE SPECIAL WARRANTY DEED DATED DECEMBER 30, 214 AND RECORDED IN DEED BOOK 545, PAGES 490-491, TOWNS COUNTY, GEORGIA RECORDS.

Said legal description being controlling, however the property is more commonly known as 4580 WHITE OAK DR, HIWASSEE, GA 30546. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. 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 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.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is THOMAS K SMITH, 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.

Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: PennyMac Loan Services, LLC, Loss Mitigation Dept., 3043 Townsgate Rd., Suite 200, Westlake Village, CA 91361, Telephone Number: 1-866-549-3583.

PENNYMAC LOAN SERVICES, LLC as Attorney in Fact for THOMAS K SMITH

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, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071

Telephone Number: (877) 813-0992 Case No. PNY-17-08166-3

Ad Run Dates 02/06/2019, 02/13/2019, 02/20/2019, 02/27/2019

rubinlublin.com/property-listing

T(Feb6,13,20,27)B

STATE OF GEORGIA

COUNTY OF TOWNS

NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in that certain Security Deed given by Brian D. Schmitz and Sarah A. Schmitz, Grantors, in favor of David B. Phelps and Roberta J. Phelps, dated January 22, 2010, and recorded in Deed Book 468, Pages 748-752, Towns County Records, as modified by that First Modification to Real Estate Promissory Note and Security Deed dated March 23, 2015 and recorded in Deed Book 563, Pages 18-20, Towns County Records; and as assigned by Assignment of Security Deed and Promissory Note executed by Roberta J. Phelps as Executor of the estate of David B. Phelps, dated November 28, 2018 and recorded in Deed Book 621, Page 493 of the Towns County Records (hereinafter, together with said modification thereto and assignment thereof, the "Security Deed"), conveying the hereinafter described property to secure a Note in the original principal amount of \$222,995.97 with interest thereon as set forth therein, Roberta J. Phelps (Lender), as attorney-in-fact for Grantors, Brian D. Schmitz and Sarah A. Schmitz, will sell at public outcry to the highest bidder for cash before the courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in March, 2019 (to wit: March 5, 2019) the following:

All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 68 of Towns County, Georgia containing 1.23 acres, more or less, and being a portion of Lot #16 of Truelove Mountain Subdivision and further being shown as Tract 2 on a plat of survey by Landtech Services, Inc., dated 6/06/06, last revised on 1/18/09 as recorded in Plat Book 38, Page 215 of the Towns County records, said plat being incorporated herein by reference; together with a non-exclusive perpetual easement for ingress, egress and utilities across Tract 1B as shown on said plat of survey. It is the parties expressed intent that this easement is not to be considered a "common usage road" as that term is used in paragraph 5 of the Covenants hereinafter referred to so as not to invoke a 50 foot setback requirement from the easement.

To the best knowledge and belief of the undersigned, the real property is in the possession of Brian D. Schmitz and Sarah A. Schmitz or others with the permission of Grantor, and may be known having a physical address of 8262 Truelove Mountain Road, Young Harris, GA 30582.

The real property will be sold on an "AS IS, WHERE IS" basis, without recourse against Lender and without representation or warranty of any kind or nature whatsoever with respect thereto, with no assurance afforded as to the exact acreage contained in the real property description and subject to, among other exceptions, all of the following:

(a) All outstanding taxes (including, without limitation, taxes that are liens, but not yet due or payable), assessments and utility bills that are valid liens and encumbrances upon any of the real property and which are prior in the right to the Security Deed;

(b) All valid zoning ordinances;

(c) All valid federal tax liens (if any) affecting any of the real property and the rights of the United States Government relative thereto, including, but not limited to, the right of redemption of the United States Government, if any such rights validly exist; and

(d) Any and all easements, limitations, restrictions, reservations, covenants, encumbrances and other matters to which the Security Deed is subordinate in terms of priority as a matter of fact or as a matter of law.

The indebtedness evidenced by the Note and secured by the Security Deed has been declared immediately due and payable because of defaults by Grantor under the Note, including, but not limited to, defaults resulting from the failure to pay the indebtedness as and when due in accordance with the Note. The proceeds of the sale of the real property shall be applied in accordance with the Security Deed to the payment of the unpaid indebtedness under the Note and all fees, costs, charges, and expenses of the sale and of all proceedings in connection therewith, including, without limitation, attorney's fees incurred by Lender (notice of intent to collect attorney's fees having been given as provided by law).
The sale will be conducted subject to (1) 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. § 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.

Pursuant to O.C.G.A. § 44-14-162.2, further notice is hereby given that Roberta J. Phelps, whose mailing address and telephone number are: 562 Big Oak Lane, Hiawassee, GA 30546, (706) 896-7016, is the individual designated who has full authority to negotiate, amend and modify all terms of the Security Deed and Note secured thereby; however, such individual is not required by law to negotiate, amend or modify any of such terms.

ROBERTA J. PHELPS,

as attorney-in-fact for Brian D. Schmitz and Sarah A. Schmitz

LAWRENCE S. SORGEN

Attorney for Lender

P.O. Box 67

Hiawassee, GA 30546

(706) 896-4113

T(Feb6,13,20,27)B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Bruce King to Mortgage Electronic Registration Systems, Inc., as nominee for MORTGAGE RESEARCH CENTER, LLC DBA VETERANS UNITED HOME LOANS dated 8/30/2013 and recorded in Deed Book 540 Page 57 and modified at Deed Book 591Page 708Towns County, Georgia records; as last transferred to or acquired by PennyMac Loan Services, LLC , conveying the after-described property to secure a Note in the original principal amount of \$150,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on March 5, 2019 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BEING SHOWN AS TRACT 1, CONTAINING 4.81 ACRES ON PLAT OF SURVEY PREPARED BY AP-PALACHIAN SURVEYING COMPANY, INC., DATED JANUARY 25, 2007 AND FILED AND RECORDED IN PLAT BOOK 29, PAGE 271, TOWNS COUNTY, GEORGIA, RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

ALSO CONVEYED HERewith IS THE 20 FOOT RIGHT OF WAY TO REACH THE ABOVE DESCRIBED PROPERTY AS DESCRIBED IN A WARRANTY DEED FROM EARL ARROWOOD TO CHARLES N. PETTY OR ZELMA D. PETTY DATED AUGUST 25, 1972 AND FILED AND RECORDED IN THE TOWNS COUNTY, GEORGIA RECORDS ON SEPTEMBER 2, 1972.

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED IN A WARRANTY DEED FROM EARL ARROWOOD TO CHARLES N. PETTY OR ZELMA D. PETTY DATED AUGUST 25, 1972 AND FILED AND RECORDED IN THE TOWNS COUNTY, GEORGIA RECORDS ON SEPTEMBER 2, 1972. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property is commonly known as 1227 Garland Dr, Hiawassee, GA 30546 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Bruce King or tenant or tenants.
PennyMac Loan Services, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

PennyMac Loan Services, LLC
Loss Mitigation
3043 Townsgate Road #200, Westlake Village, CA 91361

1-866-549-3583

Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.
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) unpaid water or sewage bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) 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 to (1) 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 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.

PennyMac Loan Services, LLC as agent and Attorney in Fact for Bruce King

Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7637.