

Towns County Herald

Legal Notices for February 17, 2016

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Wilbur Lawrence Foote
All creditors of the estate of Wilbur Lawrence Foote, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This the 11th day of February, 2016

Virginia Ann Foote
Personal Representative
8475 Soapstone Creek Circle
Hiawassee, GA 30546
706-896-4559
T(Feb17,24,Mar2,9)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of James B. Harrison
All creditors of the estate of James B. Harrison, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This the 11th day of February, 2016

Rebecca Harrison
Personal Representative
2511 Buck Run
Hiawassee, GA 30546
706-896-1502
T(Feb17,24,Mar2,9)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Heston Richard Milford, Sr.
All creditors of the estate of Heston Richard Milford, Sr., deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This the 8th day of February, 2016

Norma Kay Litrell
Personal Representative
495 Mallard Cove
Hiawassee, GA 30546
706-781-4698
T(Feb17,24,Mar2,9)P

NOTICE TO CREDITORS AND DEBTORS

All creditors and debtors of the estate of ELEAN ROGERS, a.k.a. MARGARET ELENA THOMPSON ROGERS deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 12th day of February, 2016.

Janice Rogers, Executrix
2053 Jim Watson Road
Hiawassee, Georgia 30546
T(Feb17,24,Mar2,9)P

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS

STATE OF GEORGIA COUNTY OF TOWNS

The undersigned does hereby certify that Lake Chatuge Realty conducting a business as Sole Proprietor in the City of Hiawassee, County of Towns, in the State of Georgia, under the name of Lake Chatuge Realty, and that the nature of the business is Real Estate and that the names and addresses of the persons, firms or partnership owning and carrying on said trade of business are: James M. Stewart, 675 Miller Street, Young Harris, GA 30582.

T(Feb10,17)P

NOTICE OF AMENDMENT TO INCORPORATION

Notice is given that Articles of Amendment to the Articles of Incorporation of Brasstown Valley Church, Inc., have been delivered to the Secretary of State for filing in accordance with the Georgia Nonprofit Corporation Code. The amendment is for a name change for said corporation: Calvary Alliance Church of The Christian and Missionary Alliance, Inc.

T(Feb10,17)P

IN THE SUPERIOR COURT OF MONROE COUNTY, STATE OF GEORGIA

IN THE MATTER OF: WALTER DARRIS BAKER AND DOTTIE REAMS BAKER PETITIONERS, TO RESPONDENT: CHRISTOPHER MICHAEL FRANKLIN

MONROE SUPERIOR COURT PROCEEDING FOR ADOPTION

FILE NO.: 2015 -A-13

AMENDED NOTICE

Take notice that on the 16TH day of November, 2015, Petitioners, WALTER DARRIS BAKER AND DOTTIE REAMS BAKER filed in the Superior Court of Monroe County a Petition for Adoption of CADEN WAYNE FRANKLIN in accordance with adoption laws now in force in the State of Georgia. An Amended Order for service by publication on CHRISTOPHER MICHAEL FRANKLIN was signed and filed in said Court on the 3rd day of February, 2016.

THIS NOTICE THEREFORE NOTIFIES THE SAID RESPONDENT CHRISTOPHER MICHAEL FRANKLIN and all interested parties that a final hearing on said petition for adoption will be held on the 15th day of March, 2016, at 9:00 a.m., in the Chambers of Judge Thomas H. Wilson in the Monroe County Superior Courthouse in Forsyth, Georgia. Any person objecting to the entry of the Final Order of Adoption in said case shall file such objections in writing with the Clerk of said Court prior to the time assigned for the final hearing and serve a copy thereof upon petitioners' attorney, whose name and address is:

ROBERT L. HARRIS
HAYGOOD, LYNCH, HARRIS, MELTON & WATSON, LLP
87 NORTH LEE STREET
P. O. BOX 657
FORSYTH, GEORGIA 31029

All persons objecting further must appear in person or by attorney at said hearing, or the Court shall proceed as justice shall appertain. This 3rd day of February, 2016.

ROBERT L. HARRIS
Attorney for Petitioners

T(Feb10,17,24)P

NOTICE TO DEBTORS AND CREDITORS

IN RE: Estate of Wilma Jean Travis Hall
All creditors of the Estate of Wilma Jean Travis Hall, deceased, late of Towns County, Georgia are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 26th day of January, 2016

Karon L. Power, Executrix of the Estate of

Wilma Jean Travis Hall
Bridgette M. Palmer, Esq.
Kirby Palmer Farrell, LLC
Fayette Law Group, LLC
1044 Highway 54W
Fayetteville, GA 30214
T(Feb10,17,24)P

COUNTY OF TOWNS

STATE OF GEORGIA NOTICE OF PETITION TO CHANGE NAME

Notice is hereby given that JEAN LINCOLN, the undersigned, filed her petition in the Superior Court of Towns County, Georgia, on the 8th day of February, 2016 praying for a change in the name of petitioner from JEAN LINCOLN to JEAN BARNES. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within thirty (30) days of the filing of this petition.

This 8th day of February, 2016.

Cecil Dye
Clerk of Towns County Superior Court

T(Feb17,24,Mar2,9)P

NOTICE TO CREDITORS AND DEBTORS

All creditors of the estate of CAROL UNDERWOOD, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned Executor, Dorothy Elvira Underwood.

This 1ST day of February, 2016.

Dorothy Elvira Underwood

4766 Hwy. 17
Hiawassee, Georgia 30546

T(Feb10,17,24,Mar2)P

CALL OF ELECTION TO THE QUALIFIED VOTERS OF TOWNS COUNTY

The Towns County Board of Elections hereby calls a special election to be held on the 24th day of May, 2016, at the regular polling places in all the election districts of Towns County, Georgia, at which time there will be submitted to the qualified voters of Towns County, Georgia, for their determination the question of whether or not a one percent sales and use tax for educational purposes should be continued for a period of time not to exceed four years, beginning with the first day of the next succeeding calendar quarter where it begins more than 80 days after the date of the election, and for the raising of not more than \$8,500,000 for the purposes described below.

The ballots to be used at such referendum for the voters in the Towns County School District shall have written or printed hereon substantially the following:

YES _____ NO _____

Shall a one percent sales and use tax for educational purposes be imposed in Towns County for a period of time not to exceed four years, beginning with the first day of the next succeeding calendar quarter where it begins more than 80 days after the date of the election, and for the raising of not more than \$8,500,000 to be distributed to the Towns County School District with such taxes to be used for the following purposes:

(i) remodeling, renovating, modifying, furnishing, and equipping school buildings, classrooms, instructional and support space, kitchens, auditoriums, and other facilities (including physical education/athletic facilities) at existing school district facilities; (ii) acquiring furnishings, equipment and fixtures for new and existing facilities district-wide including, but not limited to, technology equipment, safety and security equipment, signage, band instruments, and other furnishings; (iii) acquiring and installing energy savings equipment and technology; (iv) acquiring and/or improving land for school district facilities; (v) acquiring books, digital resources, and other media for the school district; (vi) purchasing school buses or other vehicles; and (vii) payment of expenses incident to accomplishing the foregoing.

The voting polls will be open at 7:00 o'clock, AM, and will close at 7:00 o'clock, P.M., on the said date fixed for the election, and the place for voting will be at the regular places for holding elections included in Towns County. Those qualified to vote at the election shall be determined in all respects in accordance and in conformity with the laws of the State of Georgia.

T(Feb17)P

NOTICE OF ROAD FACILITY DEDICATION

Notice is given that there will be introduced at the regular 2016 session of the General Assembly of Georgia a resolution sponsored by Senator John Wilkinson, 421-A State Capitol, Atlanta, Georgia, 30334, (404) 463-5257, to dedicate the bridge on Highway 17/State Route 75 over Cynth Creek in Towns County as the Dyer Bridge in honor of the family's achievements, accomplishments, and contributions to the State of Georgia; and for other purposes. The estimated cost of such dedication is \$500.00.

T(Feb17)P

IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA

IN RE: ESTATE OF CLAIRE CLARK, DECEASED

ESTATE NO. 2016-7

PETITION FOR LETTERS OF ADMINISTRATION

NOTICE

TO: All interested parties
Michael Julius Tobolski has petitioned to be appointed Administrator of the estate of Claire Clark 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 14, 2016. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party.

Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

David Rogers
Judge of the Probate Court

By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court

48 River St., Suite C
Hiawassee, GA 30546

Address
706-896-3467

Telephone Number

T(Feb17,24,Mar2,9)P

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by John J Casbarro to MetLife Home Loans, a Division of MetLife Bank, N.A., dated March 4, 2009, recorded in Deed Book 459, Page 474, Towns County, Georgia Records, as last transferred to Champion Mortgage Company by assignment recorded in Deed Book 520, Page 607, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SIX HUNDRED SIXTY THOUSAND AND 0/100 DOLLARS (\$660,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in March, 2016, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Nationstar Mortgage LLC d/b/a Champion Mortgage Company is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Champion Mortgage LLC, 8950 Cypress Waters Boulevard, Coppell, TX 75019 855-683-3095.

To the best knowledge and belief of the undersigned, the party in possession of the property is the Estate of John J Casbarro or a tenant or tenants and said property is more commonly known as 2000 Lake Louisa Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Nationstar Mortgage LLC d/b/a Champion Mortgage Company as Attorney in Fact for John J Casbarro McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" All that tract or parcel of land lying and being in the 18th district, 1st section, Land Lot 188, Towns County, Georgia, containing 2.85 acres, and being Lot Eight (8) Bock "A" of Lake Louisa Heights Subdivision as shown on a plat of survey dated July 1984, revised and recorded in Plat Book 6 Page 185 Towns County records which description of said plat is incorporated herein by reference and made a part hereof. MR/ms8 3/1/16 Our file no. 5467515 - FT2

T(Feb10,17,24)P

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 PURPOSE.

Under and by virtue of 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 August 30, 2013, and recorded in Deed Book 540, Page 57, Towns County, Georgia Records, as last transferred to PennyMac Loan Services, LLC by assignment recorded on December 9, 2014 in Book 558 Page 817 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 Fifty Thousand and 0/100 dollars (\$150,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on March 1, 2016, 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 Appalachian 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 Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Your mortgage servicer can be contacted at (866) 549-3583 - Loss Mitigation Dept, or by writing to 6101 Condor Drive, Suite 200, Moorpark, California 93021, to discuss possible alternatives 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 undersigned, the party in possession of the property is Bruce King or tenant(s); and said property is more commonly known as 1227 Garland Drive, 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.
PennyMac Loan Services, LLC as Attorney in Fact for Bruce King,
Brook & Scott, PLLC
4360 Chamblee Dunwoody Road
Suite 310
Atlanta, GA 30341
404-789-2661
B&S file no.: 14-03816

T(Feb10,17,24)P

STATE OF GEORGIA

COUNTY OF TOWNS

NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from THOMAS JOSEPH TASTINGER to UNITED COMMUNITY BANK, dated September 21, 2009, recorded September 30, 2009, in Deed Book 463, Page 423, Towns County, Georgia records, as last modified by Modification of Security Deed dated March 24, 2014, recorded in Deed Book 551, Page 31, Towns County, Georgia records, said Security Deed being given to secure a Note from THOMAS JOSEPH TASTINGER dated March 24, 2014, in the original principal amount of Three Hundred Ninety Eight Thousand Five Hundred Twenty and 85/100 (\$398,520.85) Dollars, with interest due thereon per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in March, 2016, the following described property:

All that tract or parcel of land lying and being in Land Lot 55, 17th District, 1st Section of Towns County, Georgia, being Tract 1, containing 0.686 acres, more or less, and Tract 3, containing 0.282 as shown on a plat of survey by T. Kirby & Associates, Inc., dated January 8, 2009 recorded in Plat Book 38, Page 219, Towns County, Georgia records which description on said plat incorporated herein by reference. The property is conveyed subject to the road rights of way as shown on said plat.
Subject to all matters and conditions as shown on above referenced plat of survey.
The property is conveyed subject to the Deed of Easement from William R. Handley and Thomas Joseph Tasting and United Community Bank to Blue Ridge Mountain Enterprises, LLC and United Community Bank as Lienholder as recorded in Deed Book 448, Pages 107-108, Towns County, Georgia records.

Included herewith all inventory, chattel paper, accounts, equipment, general intangibles and fixtures.
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 will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is THOMAS JOSEPH TASTINGER or a tenant or tenants.

UNITED COMMUNITY BANK,
as attorney in Fact for THOMAS JOSEPH TASTINGER
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03778

T(Feb10,17,24)P

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Michael W. Williams to FT MORTGAGE COMPANIES D.B.A. EQUIBANC MORTGAGE CORPORATION, dated 05/12/1999, recorded in Deed Book 185, Page 721, Towns County, Georgia records, as last transferred to THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC., MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2006-RP2 by assignment recorded or to be recorded in the Towns County, Georgia records conveying the after-described property to secure a Note in the original principal amount of Eighty-Eight Thousand and 00/100 DOLLARS (\$88,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in March 2016, the following described property:

ALL THAT TRACT OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN SECTION 1, DISTRICT 19, LAND LOTS 33 AND 52, TOWNS COUNTY, GEORGIA CONTAINING 0.86 ACRES MORE OR LESS AS SHOWN ON A PLAT OF SURVEY ENTITLED "SURVEY FOR BILLY DENTON", DATED FEBRUARY 1, 1989, AND RECORDED IN PLAT BOOK 13, PAGE 38, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF TOWNS COUNTY, GEORGIA, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF LAND LOTS 33, 34, 51 AND 52 OF SAID DISTRICT, SECTION AND COUNTY AND RUNNING THENCE NORTH 88 DEGREES 33 MINUTES 21 SECONDS WEST 531.32 FEET TO THE TRUE POINT OF BEGINNING; RUNNING THENCE SOUTH 0 DEGREES 21 MINUTES 35 SECONDS EAST 88.87 TO A POINT ON THE NORTHERN RIGHT OF WAY OF STATE ROUTE 180; RUNNING THENCE ALONG THE SAID RIGHT OF WAY FOR THE FOLLOWING SURVEYORS CHORDS; SOUTH 85 DEGREES 49 MINUTES 08 SECONDS WEST 38.44 FEET; SOUTH 87 DEGREES 20 MINUTES 52 SECONDS WEST 49.06 FEET, SOUTH 88 DEGREES 11 MINUTES 01 SECONDS WEST 48.69 FEET, SOUTH 89 DEGREES 53 MINUTES 58 SECONDS WEST 48.77 FEET, NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST 48.92 FEET, NORTH 87 DEGREES 43 MINUTES 35 SECONDS WEST 48.44 FEET NORTH 86 DEGREES 16 MINUTES 55 SECONDS WEST 102.38 FEET; RUNNING THENCE NORTH 24 DEGREES 48 MINUTES 37 SECONDS EAST 104.26 FEET TO A MARKER; RUNNING THENCE NORTH 24 DEGREES 48 MINUTES 37 SECONDS EAST 24.42 FEET TO AN IRON PIN; RUNNING THENCE SOUTH 81 DEGREES 29 MINUTES 50 SECONDS EAST 182.02 FEET TO A POINT; RUNNING THENCE SOUTH 88 DEGREES 35 MINUTES 22 SECONDS EAST 149.98 FEET TO THE TRUE POINT OF BEGINNING.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

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

The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, 561-682-8000. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument.

To the best knowledge and belief of the undersigned, the parties in possession of the property are Michael W. Williams, Cindy D. Williams or a tenant or tenants and said property is more commonly known as 183 State Highway 180, Hiawassee, GA 30546.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS TRUSTEE FOR RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC., MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2006-RP2

As Attorney in Fact for Michael W. Williams,
Weissman, Nowack, Curry, & Wilco P.C.
Attn: Lender Services

One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, GA 30326
Our File# 017237-006745

T(Feb10,17,24)P

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Alicia E Gago to JPMorgan Chase Bank, N.A., dated December 19, 2013, recorded in Deed Book 545, Page 596, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of THIRTY-NINE THOUSAND FIVE HUNDRED FORTY AND 0/100 DOLLARS (\$39,540.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in March 2016, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. JPMorgan Chase Bank, National Association is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219 800-446-8939. To the best knowledge and belief of the undersigned, the party in possession of the property is Alicia E Gago or a tenant or tenants and said property is more commonly known as 2304 Plottown Rd, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Alicia E Gago McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 190, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.180 ACRES, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC. W. GARY KENDALL, R.S. #2788, DATED 4/11/01, RECORDED IN PLAT BOOK 27, PAGE 126, TOWNS COUNTY, GEORGIA RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MAD A PART HEREOF. THE PROPERTY IS CONVEYED SUBJECT TO THE ELECTRIC LINES AS SHOWN ON THE ABOVE PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO THE ROAD RIGHTS OF WAY AS SHOWN/ON THE ABOVE PLAT OF SURVEY. MR/rkd 3/1/16 Our file no. 530516 - FT3

T(Feb10,17,24)P

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY

By virtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from Danny T. Graves and Lisa Graves, 10 County Line Road, Young Harris, GA 30582 ("Grantor") to Equity Trust Company Custodian FBO J. William Schleifer IRA, P.O. Box 205, Gillsville, GA 30543 ("Grantee"), dated May 31, 2012, recorded June 5, 2012, in Deed Book 514, Page 291, Towns County, Georgia Records, said Security Deed being given to secure a Note of even date in the original principal amount of Nine Thousand Forty and 00/100 Dollars (\$9,040.00), with interest from date at the rate as provided therein on the unpaid balance until paid. Whereas the debt secured by the said deed to secure debt aforesaid, has become in default as to the principal and interest and the holder thereof has declared the entire indebtedness as once, immediately due and payable; now, therefore, pursuant to the terms, provisions, and conditions of the aforesaid deed to secure debt and the laws in such cases made and provided for, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door