Towns County Herald

Legal Notices for February 27, 2019

NOTICE OF INCORPORATION

Notice is hereby given that articles of incorpo-ration that will incorporate Towns County Soc-cer Booster Club have been delivered to the Secretary of State in accordance with Georgia Business Corporation Code. The initial registered office of the corporation is located at (2098 Woodlake lane, Young Harris, GA 30582) and its initial registered agent at such address is (Brandi Rutan).

NOTICE OF INCORPORATION

Notice is hereby given that articles of incorporation that will incorporate Chill Clothing Company, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Corporation Code. The initial registered office of the corporation is located at 231 Chatuge Way, Hiawassee, Georgia 30546 and its initial registered agent at such address is Stephanie W. McConnell.

STATE OF GEORGIA STATE OF GEORGIA COUNTY OF TOWNS NOTICE TO DEBTORS AND CREDITORS RE: ESTATE OF PATRICIA ANN LIGHT All debtors and creditors of the estate of Patri-cia Ann Light, deceased, late of Towns County.

cia Ann Light, deceased, late of Towns County. Georgia, are hereby notified to render their demands and payments to the Executor of said Estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Executor. This 19th day of February, 2019.

Mary Ann Richards, Executor 2501 Culpepper Trace
Bethlehem, GA 30620

Deutletierit, GA 30020 Lawrence S. Sorgen, Attorney for Executor P.O. Box 67 Hiawassee, GA 30546

NOTICE OF SUMMONS

NOTICE OF SUMMONS SERVICE BY PUBLICATION IN THE SUPERIOR COURT OF TOWNS COUNTY, CIVIL ACTION NO. 18-CV-149-SG RONALD K. WEINTRAUB VS BRITTANY NICOLE PARKER

TO: BRITTANY NICOLE PARKER, DEFENDANT by TO: BRITTANY NICOLE PARKER, DEFENDANT by order of service by publication dated February 12, 2019 you are hereby notified that Ronald K. Weintraub filed suit against you for Complaint for Damages on September 24, 2018. You are hereby required to file with the Superior Court of Towns County and serve upon Plaintiff's attorney, David E. Barrett, 108 Blue Ridge Hwy., Ste. 6, Blairsville, GA 30512 an answer in writing within sixty (60) days of the date of the order for publication. Witness the Honorable N. Stanley Gunter, Judge of said Court
This the 31 day of January, 2019
Cecil Dye.

Cecil Dye, Clerk of Superior Court Towns County

NOTICE TO DEBTORS AND CREDITORS All creditors of the Estate of Jean Jay Warren, a/k/a Jean J. Warren, late of Towns County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate Jayne Warren Belk

Jack Leonard McGinnis,
Co-Executors of the Estate of Jean Jay Warren
a/k/a Jean J. Warren
Suzanne G. Mason, Esq.
Abrams, Davis, Mason & Long
1100 Peachtree Street NE, Suite 1600

Atlanta, GA 30309

ADVERTISEMENT FOR BIDS Bid Package One (1) through Seventeen (17) Project: Towns County Middle/High School Modernization - Phase 2

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 Construc-

Modernization - Phase 2. Sealed bids will be received by the Construc-tion Manager until 3:00 p.m., Tuesday, March 12, 2019 at the Cleveland Office of the Con-

107, 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 building with the Charles Black Construc-tion Company's representative.

The form of agreement will be a modified AIA Subcontract Agreement, between the Con-struction Manager and the Successful Bidder. Bidding Documents are available for the COST OF REPRODUCTION from:

AGC Plan Room/Gainesville Whiteprint Gainesville, Georgia 30501

(770) 534-2086
Documents will be available for review at the

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. OM: Charles Black Construction Company, Inc.
PROJECT: Towns County Middle/High School
Modernization - Phase 2
ADVERTISEMENT FOR BIDS
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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. Overhe head Coiling Doors and Shutters March

7. Aluminum Storefronts, Glass & Glazing March 12, 2019

8. Drywall, Ceilings, Acoustical Panels, and DE-FIS March 12, 2019

PIS MATCH 12, 2019
9. Decorative Resinous Flooring March 12, 2019
10. Resilient Flooring, Carpet Tile and Base March 12, 2019

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.*

IN THE PROBATE COURT OF TOWNS COUNTY

FRANCES BARBARA SHOOK, DECEASED ESTATE NO. 2019-15 NOTICE OF PETITION TO FILE FOR YEAR'S SUP-

The Petition of Grover Shook, for a year's sup-

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 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

MARTHA JO ROWLAND, DECEASED ESTATE NO. 2019-11

IN RE: The Petition to Probate Will in Solemn Form in the above-referenced estate having been duly filed, TO: Michael Ray Rowland

IU: wichael Hay Rowland [List here all heirs having unknown addresses to be served by publication]
This is to notify you to file objection, if there is any, to the Petition to Probate Will in Solemn Form, in this Court on or before March 25 2010

25, 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 filling 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 filling fees. If any objections are 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 Surge 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**

NOTICE OF LEGAL STATE OF GEORGIA COUNTY OF TOWNS

The Towns County Water and Sewage Authority has declared for surplus a 2004 Dodge Ram % ton 4WD truck with service body. The Authority will accept sealed bids at the Authority Office located at 1224 Jack Dayton Circle, Young Harlocated at 1224 Jack Dayton Urcle, Young Harris, GA 30582 or by mail at P.O. Box 8, Young Harris, GA 30582. Bids will be accepted until 3 PM on Tuesday, March 19th, 2019. Late bids will NOT be accepted. Please make sure to include a name, phone number, and bid amount on your sealed bid. The truck is being sold AS 15 with No Warsenth. Acceptance of the bid is on your sealed bild. The truck is being sold AS IS with NO Warranty. Acceptance of the bid is final. The Authority reserves the right to reject any and all bids. The truck can be inspected by appointment by calling (706) 896-4372 and scheduling a time for inspection. Bid opening will be at the monthly Board meeting of the Authority on Tuesday, March 19th, 2019 at 6 PM. If your bid is accepted, you will be contacted the following day. T(Feb27,Mar6,13)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA IN RE: ESTATE OF

DESTINY GRACE MCNABB, MINOR

Date of second publication, if any March 6,

2019
To: Father of the above-named Minor
You are hereby notified that Cynthia Darlene
Haynes has filed a Petition seeking to be appointed temporary guardian of the abovenamed Minor. All objections to the Petition to named Minor. All objections to the returning the appointment of a temporary guardian or the appointment of the Petitioner as temporary guardian, must be in writing, setting forth the grounds of any such objections, and be filed with this Court ten (10) days after the second with this court having a fixed the paties if you are served by publication of this notice if you are served by publication. All objections should be sworn to before a notary public or Georgia probate court clerk and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personired amount of filing f NOTE: If a natural guardian files a timely objec-

tion to the creation of the temporary guardian-ship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the Petitioner as guardian, or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall be scheduled at a later date. If no objection is filed, the Petition may be granted without a hearing. David Rogers Judge of the Probate Court

By: Kerry L. Berrong Clerk of the Probate

48 River St., Suite C Address Hiawassee, GA 30546 Telephone Number

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA IN RE: ESTATE OF

RONALD JOSEPH DENTON, DECEASED ESTATE NO. 2018-20

[For Discharge from Office and all Liability]
IN RE: Petition for Discharge of Personal Representative

resentative
TO: All Interested Parties, all and singular the heirs of said Decedent, the beneficiaries under the will, and to whom it may concern:
This is to notify you to file objection, if there is any, to the above-referenced Petition, in this Court on or before March 11, 2019.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections

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

Hiawassee, GA 30546 Address 706-896-3467 Telephone Number

IN THE PROBATE COURT OF TOWNS COUNTY

IN RE: RALPH EDWIN GRADY, DECEASED ESTATE NO. 2019-21 NOTICE OF PETITION TO FILE FOR YEAR'S SUP-

NOTICE OF PETITION TO FILE FOR YEAR'S SUP-PORT
The Petition of Jean K. Grady, for a year's support from the estate of Ralph Edwin Grady,
pecased, 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 25, 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

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 Address 706-896-3467

IN THE PROBATE COURT OF TOWNS COUNTY

IN RE: ESTATE OF LOLA MILDRED CURTIS, DECEASED ESTATE NO. 2019-10
PETITION FOR LETTERS OF ADMINISTRATION

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 or beroker parties of the program of the prog O.C.G.A. § 53-12-201. 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,

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 before a Probate Court Clerk, and filing fees

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

ROTICE OF SALE UNDER TOWER GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from JOSEPH HENSON to BANK OF HIAWASSEE, dated March 31, 2005, recorded April 5, 2005, in Deed Book 331, Page 682, Towns County, Georgia Records, said Se-curity 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 Wilming-ton Savings Fund Society, FSB, D/B/A Christi-ana Trust as Owner Trustee of the Residential Credit Opportunities Trust V, there will be sold at public outery to the highest bidder for cash at the Towns County Courthouse, within the le-

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 REFER 772/78, AND RECORDED IN PLAI BOUK 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 ALONG THE DIVIDING LINE BETWEEN LOTS 12A AND 13A, N 76 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 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 CHATUGE ON THE TWO LAKE ACCESS LOTS SET ASIDE FOR THE USE OF ALL LOTS.

Said legal description being controlling, how-ever the property is more commonly known as 2153 PINELAKE RD, HIAWASSEE, GA 30546. 2153 PINELAKE RD, HIAWASSEE, 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 un-

sis willout any representation, warrainy 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 subtherith. payane); 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 tenents(c).

sion 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

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

as Attorney in Fact for

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

ners, 64 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

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. Phelos and Ro brantors, in rayor or David B. Prietips and Ro-berta J. Phelps, dated January 22, 2010, and recorded at 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 402 of the Towns County Records 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 soci forth therein Palveria I. Pholise thereon as set forth therein, Roberta J. Phelps thereon as set form therein, hoberta J. Pheips (Lender), as attorney-in-fact for Grantors, Bri-an 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

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 or irreleve Mountain Sudomission and turther 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 ease-ment for ingress, egress and utilities across Tract 1B as shown on said plat of survey. It is the parties expressed intent that this ease-ment 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

To the best knowledge and belief of the under-signed, 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.

ASD2 Truelove mountain Road, Young Harns, 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;

right to the Security Deer;
(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
web rights willstly exists and

tion 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 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 correction theorem. proceedings in connection therewith, includ-ing, 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) con-firmation that the sale included in the conduction

firmation that the sale is not prohibited unde 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,

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 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 modiny 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

P.O. Box 67

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 dat-LLC DBA VETERANS UNITED HOME LOANS dated 8/30/2013 and recorded in Deed Book 540 Page 57 and modified at Deed Book 591 Page 708 Towns 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: property: ALL THAT TRACT OR PARCEL OF LAND LYING

ALL THAT THACT ON PARCEL OF LAND LYING AND BEING IN LAND LOT 145, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BE-ING SHOWN AS TRACT 1, CONTAINING 4.81 ACRES ON PLAT OF SURVEY PREPARED BY AP-PALACHIAN SURVEYING COMPANY, INC., DATED 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 ARROWODD 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.

SEPTEMBER 2, 1972. THIS BEING A PORTION OF THE SAME PROP-THIS BEING A PORTION OF THE SAME PROP-ERTY 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.

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 (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

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

LA 91301
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, zon-

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 nimation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confir-mation 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 Coercia the Deed Hotes Device and the fore

judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other fore-closure 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.
1120-22324A
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1120-22324A
T(Feb6,13.20.27)B