

Towns County Herald

Legal Notices for February 3, 2016

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Lassic W. Sluder
All creditors of the estate of Lassic W. Sluder, 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 15th day of January, 2016
Dexter Williams
Personal Representative
4221 Arbor Chase Road
Gainesville, GA 30507
770-634-4247
T(Jan20,27,Feb3,10)P

NOTICE TO CREDITORS AND DEBTORS

RE: LESLIE GAIL CANNING GILLESPIE
All creditors of the estate of LESLIE GAIL CANNING GILLESPIE, 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.
Charles Austin Gillespie, Jr.
134 Hopes Circle
Demorest, GA 30535 and
David Canning Gillespie
321 Turkey Creek Dr.
Bald Ground, GA 30107
This 7th day of January, 2016.
Charles Austin Gillespie, Jr. and David Canning Gillespie, Co-Executors
T(Jan13,20,27,Feb3)B

NOTICE TO DEBTORS AND CREDITORS

TO: All Creditors of Nancy Ruth Hill, late of Hall County, Georgia.
On behalf of Nancy Ruth Hill, now deceased, you are hereby notified, pursuant to O.C.G.A. 53-7-92, to render in your demands and claims to and all person who claim indebtedness by Nancy Ruth Hill:
Nancy Ruth Hill
c/o Timothy S. Hill, Executor of the Estate
J. Kevin Tharpe, Attorney
57444 Manor Plantation Dr.
Raleigh, NC 27603
T(Jan13,20,27,Feb3)P

NOTICE OF INTENT TO VOLUNTARILY DISSOLVE A CORPORATION
Notice is given that a notice of intent to dissolve Mountain Maintenance, Inc, a Georgia corporation with its registered office at 757 Bell Creek Road, Hiawassee, Ga 30546, has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code.

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
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 Order for service by publication on CHRISTOPHER MICHAEL FRANKLIN was signed and filed in said Court on the 16 day of November, 2015.

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 3rd day of February, 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 16 day of November, 2015. ROBERT L. HARRIS Attorney for Petitioners
T(Jan20,27,Feb3)P

IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA IN RE: ESTATE OF WILLIS FRANK SHOOK, DECEASED ESTATE NO. 2015-91 PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: All interested parties
Brent Shook has petitioned to be appointed Administrator of the estate of Willis Frank Shook 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 February 15, 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(Jan20,27,Feb3,10)B

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(Feb3,10,17,24)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 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. Nationalstar 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. Nationalstar 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 foreclosure-hotline.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(Feb3,10,17,24)B

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.
Brock & Scott, PLLC
4360 Chamblee Dunwoody Road
Suite 310
Atlanta, GA 30341
404-789-2661
B&S file no.: 14-03816
T(Feb3,10,17,24)B

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 Tastinger 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(Feb3,10,17,24)B

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 Plot-town 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 foreclosure-hotline.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(Feb3,10,17,24)B

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 in Hiawassee, Towns County, Georgia, within the legal hours of sale on the first Tuesday in March, 2016, the following described real property to wit:

All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 55 & 72, of Towns County, Georgia, containing 2.00 acres, more or less, and being more particularly described as follows:
BEGINNING at the point where the Gum Lot Creek intersects the south right of way line of Gum Log Road; thence along and with the said south right of way line in an easterly direction 210 feet, more or less, to a gravel road; thence along and with said gravel road 900 feet, more or less, to the point where said gravel road crosses a branch; thence along and with said branch in a westerly direction 100 feet, more or less, to the Gum Log Creek; thence along and with said Gum Log Creek in a northerly direction to the point of BEGINNING.
Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property.

The debt secured by the Security Deed has been and is hereby declared due because of, among other possible events of default, failure to comply with the terms of 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, including attorneys' fees (notice of intent to collect attorneys' fees having been given).

Said property will be sold subject to any outstanding ad valorem taxes (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 Grantee, the above described property is in the possession of Danny T. Graves and Lisa Graves, or a tenant or tenants, and will be sold subject to the outstanding ad valorem taxes and/or assessments, if any.
Equity Trust Company Custodian FBO J. William Schleifer IRA
As Attorney in Fact for
Danny T. Graves and Lisa Graves
02/03/16; 02/10/16
02/17/16; 02/24/16
T(Feb3,10,17,24)B

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 00 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 88.77 FEET, NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST 48.92 FEET, NORTH 87 DEGREES 43 MINUTES 35 SECONDS WEST 48.44 FEETM 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 SUCCESSOR TO JPMORGAN CHASE BANK, 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(Feb3,10,17,24)B