

Towns County Herald

Legal Notices for February 4, 2015

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Earl Roger Crane
All creditors of the estate of Earl Roger Crane, 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 14th day of January, 2015
William Mark Crane
Roger Michael Crane
Personal Representatives
1926 Upper Bell Creek Road
Hiawassee, GA 30546
706-896-2158
T(Jan21,28,Feb4,11)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Barbara Lillian Barbour
All creditors of the estate of Barbara Lillian Barbour, 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 12th day of January, 2015
Russell Wilkins
Personal Representative
435 Carnwath Court
Alpharetta, GA 30022
T(Jan21,28,Feb4,11)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Paulette O. West
All creditors of the estate of Paulette O. West, 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, 2015
Charles Michael West
Personal Representative
229 Rd. 337
Hiawassee, GA 30546
706-896-7795
T(Jan21,28,Feb4,11)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Roger Benjamin Elsberry, 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 14th day of January, 2015
Bruce L. Ferguson, Attorney for
Lynn Elsberry, Executor
PO Box 524
Hiawassee, GA 30546
706-896-9699
T(Jan21,28,Feb4,11)P

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Barbara Lillian Loyd
All creditors of the estate of Barbara Lillian Loyd, 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 16th day of January, 2015
Robert Eidson
Personal Representative
17 Stuart Dr
Col, GA 31903
706-386-5007
T(Feb4,11,18,25)P

NOTICE OF INTENT TO INCORPORATE LIMITED LIABILITY COMPANY

Notice is given that the Articles of Incorporation which will incorporate Davis Entertainment Network, LLC, P. O. Box 954, Hiawassee, Georgia 30546 has been delivered to the Secretary of State for filing in accordance with the applicable provisions of the Georgia Corporation Code. The initial registered office of the corporation will be located at 2979 Baker Lane, Hiawassee, Towns County, Georgia 30546 and its initial registered agent at such address is FOSTER T. DAVIS, JR.
T(Feb4,11)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 George L. Poole, IV and Jennifer L. Poole to Bank of America, NA, dated February 20, 2007, recorded in Deed Book 398, Page 28, Towns County, Georgia Records, as last transferred to Wells Fargo Bank National Association, as Trustee for Banc of America Mortgage Securities Inc mortgage Pass Through certificates Series 2007-2 by assignment recorded in Deed Book 554, Page 473, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SIX HUNDRED SEVENTY-TWO THOUSAND AND 0/100 DOLLARS (\$672,000.00), 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, 2015, 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. Wells Fargo Bank National Association, as Trustee for Banc of America Mortgage Securities Inc mortgage Pass Through certificates Series 2007-2 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: Nationstar Mortgage, LLC, 350 Highland Drive, Lewisville, TX 75067 888-850-9398x3705. To the best knowledge and belief of the undersigned, the party in possession of the property is George L. Poole, IV and Jennifer L. Poole or a tenant or tenants and said property is more commonly known as 3364 Hooper Branch 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. Wells Fargo Bank National Association, as Trustee for Banc of America Mortgage Securities Inc mortgage Pass Through certificates Series 2007-2 as Attorney in Fact for George L. Poole, IV and Jennifer L. Poole 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 224, District 18, Section 1, Towns County, Georgia, and being shown as 2.454 acres +/- on a plat of survey entitled "Survey for Len Poole" by Southern Geosystems, LTD, R.L.S., W. Gary Kendall, dated March 18, 2006 as revised January 23, 2007 and recorded in Plat Book 37, Page 1, Towns County, Georgia Records. Said description on the above referenced plat of survey is incorporated herein by reference and made a part hereof. Also conveyed is an easement for ingress and egress along the '12' Asphalt Drive" to Hooper Branch Road as shown on the above referenced plat.
MR/mtj 3/3/15 Our file no. 5241914 - FT2
T(Feb4,11,18,25)B

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

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by ROBERT STAMEY AND GALE STAMEY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR HOME AMERICA MORTGAGE, INC., dated 06/09/2005, and Recorded on 06/13/2005 as Book No. 337 and Page No. 484-500, TOWNS County, Georgia records, as last assigned to JPMORGAN CHASE BANK, N.A. (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$84,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in March, 2015, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.59 ACRES, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ENGINEERING, INC. TOMMY J. PHILLIPS, R.S. #1526, DATED JANUARY 11, 1992, RECORDED IN PLAT BOOK 15, PAGE 268, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED. HEREIN BY REFERENCE AND MADE A PART HERETO. THE PROPERTY IS CONVEYED SUBJECT TO THE ROAD RIGHT OF WAY AS SHOWN ON SAID PLAT. ALSO CONVEYED HERewith IS THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72, 16TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, AND BEING A 15 FOOT STRIP OF LAND LOCATED ON THE WEST SIDE OF THE LAND OWNED BY MARGARET S. MATOKOVICH A/K/A MARGARET WATSON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE NORTH RIGHT OF WAY OF COUNTY ROAD, RUN THENCE N 29 30 E 213 FEET TO AN IRON PIN; THENCE N 59 15 W 15 FEET TO A POINT; THENCE S 29 30 3 APPROXIMATELY 215 FEET TO A POINT ON THE RIGHT OF WAY OF THE COUNTY ROAD; THENCE N 72 00 2 15 FEET TO THE POINT OF BEGINNING. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMORGAN CHASE BANK, N.A. holds the duly endorsed Note and is the current assignee of the Security Deed to the property. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, acting on behalf of and, as necessary, in consultation with FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION may be contacted at: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, 3415 VISION DRIVE, COLUMBUS, OH 43219, 866-550-5705. Please note that, pursuant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 909 OLD FORGE ESTATES, HIWASSEE, GEORGIA 30546 is/are: ROBERT STAMEY AND GALE STAMEY or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. 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 nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. JPMORGAN CHASE BANK, N.A. as Attorney in Fact for ROBERT STAMEY AND GALE STAMEY. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 0000004905493 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.
T(Feb4,11,18,25)B

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

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by ROBERT H WILSON AND PAMELA B WILSON to JPMORGAN CHASE BANK, N.A., dated 02/08/2012, and Recorded on 03/29/2012 as Book No. 510 and Page No. 507, TOWNS County, Georgia records, as last assigned to JPMORGAN CHASE BANK, N.A. (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$293,600.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in March, 2015, the following described property: LAND SITUATED IN THE COUNTY OF TOWNS IN THE STATE OF GA ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 6, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 3.006 ACRES, MORE OR LESS, AND BEING LOT FOUR (4) OF NORTH VALLEY FARMS SUBDIVISION AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC, DATED 7/7/00, RECORDED IN PLAT BOOK 24, PAGE 291, TOWNS COUNTY, GEORGIA RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

THE GRANTOR GRANTS TO GRANTEE A NON-EXCLUSIVE PERPETUAL EASEMENT OF INGRESS AND EGRESS TO THE ABOVE PROPERTY ALONG COUNTY ROAD NO. 136 RUNNING FROM UPPER BELL CREEK ROAD, AS SHOWN ON SAID PLAT. COMMONLY KNOWN AS: 2357N VALLEY COVE RD, HIWASSEE, GA 30546 The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMORGAN CHASE BANK, N.A. holds the duly endorsed Note and is the current assignee of the Security Deed to the property. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, acting on behalf of and, as necessary, in consultation with FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION may be contacted at: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, 3415 VISION DRIVE, COLUMBUS, OH 43219, 866-550-5705. Please note that, pursuant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 2357 N VALLEY COVE RD, HIWASSEE, GEORGIA 30546 is/are: ROBERT H WILSON AND PAMELA B WILSON or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. 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 nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. JPMORGAN CHASE BANK, N.A. as Attorney in Fact for ROBERT H WILSON AND PAMELA B WILSON. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 00000005010871 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.
T(Feb4,11,18,25)B

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the power of sale contained in that certain Home Equity Line Deed to Secure Debt from Carolyn J. Tyson ("Grantor") in favor of Cadence Bank, N.A. ("Lender"), dated February 15, 2007 and recorded in Deed Book 401, page 17 in the offices of the Clerk of the Superior Court of Towns County, Georgia (as modified and/or amended from time to time, the "Deed to Secure Debt"), the undersigned will sell at public outcry before the door of the Courthouse of Towns County, Georgia during the legal hours of sale on the first Tuesday in March 2015 to the highest and best bidder for cash the following described property (the "Premises"), to wit:
All that tract or parcel of land lying and being in Land Lot 73, 18th District, 1st Section, Towns County, Georgia, containing a total of 0.838 acres and shown as Tract One (1) containing 0.811 acres and being Lot Six (6) of the Ernest H. Dowdy Subdivision, and Tract Two (2) containing 0.027 acre and being a part of Lot Seven (7) of the Ernest N. Dowdy Subdivision, as shown on a plat of survey by Tamrok Associates, Inc., dated 9/20/95 and recorded in Plat Book 20, Page 254 Towns County records, which description on said by is incorporated herein by reference.

Subject to any easements, restrictions and rights-of-way of record, if any. Together with all present and future improvements and fixtures; all tangible personal property, including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenances associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from this property to other real property; all leases, licenses and other agreements pertaining to the real property; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights pertaining to the real property. TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, equipment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity Line of Credit Agreement dated February 15, 2007 from Grantor to Cadence Bank, N.A. in the original principal amount of \$95,000.00 (as modified, amended, restated, or replaced from time to time, the "Note"), plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the indebtedness evidenced by the Note has been accelerated and the Security Deed has been declared foreclosable according to its terms.

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 attorneys' fees, notice of intent to collect attorneys' fees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Revenue Service, if any, any matters which might be disclosed by an accurate survey and inspection of the property, and any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed. 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 audit and confirmation of the status of the loan and collateral with the holder of the Security Deed.

To the best of the undersigned's knowledge and belief, the Premises are presently owned by Joseph Tyson, Henry Hodge, and Orlando Tyson. To the best of the undersigned's knowledge and belief, the parties in possession of the Premises are Joseph Tyson, Henry Hodge, and Orlando Tyson, and tenants holding under Joseph Tyson, Henry Hodge, and Orlando Tyson. Cadence Bank, N.A., as Attorney-in-Fact for Carolyn J. Tyson.
Walter E. Jones, Esq.
Balch and Bingham, LLP
30 Ivan Allen Jr. Blvd., NW
Suite 700
Atlanta, Georgia 30308-3036
(404) 962-3574
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Feb4,11,18,25)B