Towns County Herald

Legal Notices for February 6, 2019

NOTICE TO DEBTORS AND CREDITORS

All creditors of the estate of Jack Charlie Hall a/k/a Charlie Jack Hall deceased, late of Towns County, Georgia, are hereby notified to render their demads to the undersigned according to law, and all persons indebted to said Estate on accurate to ender immediate summative are required to make immediate payment to the undersigned. the undersigned. This 3rd day of January, 2019 Richard Erwin, as Administrator of said Estate 5580 Rolling Acres Lane Cumming, GA 30028

T(Jan16,23,30,Fe

NOTICE TO DEBTORS AND CREDITORS RE: Estate of Walter F. Nowak All creditors of the Estate of Walter F. Nowak,

All creditors of the Estate of Walter F. Nowak, deceased, late of Towns County, are hereby notified to render their demands to the un-dersigned according to law, and all persons indebted to said estate are required to make immediate payment. This 22 day of January, 2019 Pamela Moninghoff, Executrix 90 Misty Mountain Road Franklin, NC 28734 828-371-2923 T(Jan30,Feb, T3,2018

T(Jan30.Feb6.13.20)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE: DONALD ROGER MULL, DECEASED

ESTATE NO. 2019-5 Notice of Petition to file for year's sup-PORT

PORT The Petition of Darlene J. Mull, for a year's support from the estate of Donald Roger Mull, Deceased, for Decedent's Surviving Spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before February 18, 2019 why said Petition should not be granted. All objections to the Petition must be in writ-ing, 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

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 objec-tions, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objec-tions are filed, a hearing will be scheduled at a later date. If no objections are filed the Petition may be granted without a hearing. David Rogers Judge of the Probate Court By: Kerry L. Berrong Clerk of the Probate Court 48 River St., Suite C Hiawassee, GA 30546 Address

Address 706-896-3467

Telephone Number -T(Jan23,30,Feb6,13)B

IN THE PROBATE COURT OF TOWNS COUNTY State of Georgia In Re: Estate of Lola Mildred Curtis, deceased

ESTATE NO. 2019-10 PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: All Interested parties and to whom it may

Betty Faye Bradley has petitioned to be ap-Betty Fave Bradley has petitioned to be ap-pointed Administrator of the estate of Lola Mildred Curtis deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before March 4, 2019.

2019. BE NOTIFIED FURTHER: All objections to the BE NOTIFIED FURTHER: All objections to the Pretition 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. Con-tact 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

Judge of the Probate Court By: Kerry L. Berrong Clerk of the Probate Court 48 River St. Suite C Hiawassee, GA 30546 Address

706-896-3467 Telephone Number T(Feb6,13,20,27)B

IN THE PROBATE COURT OF TOWNS COUNTY IN RE: ESTATE OF MARSHA S. ELLIOTT, DECEASED ESTATE NO. 2019-2 PETITION FOR LETTERS OF ADMINISTRATION NOTICE

NOTICE TO: All interested parties and to whom it may

10: All interested parties and to whom it may concern: Robert A. Elliott has petitioned to be appointed Administrator of the estate of Marsha S. Elliott 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 11, 2019. BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless

must be tendered with your objections, unless you qualify to file as an indigent party. Con-tact 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 consider without a begins.

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(Jan16,23,30,Feb6)B

NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from JOSEPH HENSON to BANK OF 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 the Towns County Courthouse, within the le-gal 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

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 SEC-TION, 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-ENCE. SAID PROPERTY BEING MORE PARTICU-LARLY 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 DEGRESS E 65 FEET, THENCE AN 5 DEGRESS E 50 FEET; THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 12A AND 13A, N 76 DEGREES 45 MINUTES W 210.8 FEET TO AN IRON PIN, THENCE N 76 DEGREES 45 MINUTES W 33 FEET TO AN IRON PIN; THENCE ALONG THE LONG THE DI-VIDING 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. ACCESS LOTS SET ASIDE FOR THE USE OF ALL

LOTS. Said legal description being controlling, however the property is more commonly known as 2153 PINELAKE RD, HIAWASSEE, GA 30546. The indebtedness secured by said Security 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 re-maining in default, this sale will be made for

becaming 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" ba-sis without any representation, warranty or recourse against the above-named or the un-dersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by payable; the fight of redenption 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 scied Security Dead

said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in posses-sion of the property is JOSEPH HENSON, or

tenants(s). The sale will be conducted subject (1) to con-The U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to 0.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of noun loas. The artitic housing full without he

vour 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 Man-agement LLC, Loss Mitigation Dept., 3020 01d Ranch Parkway, Ste 180, Seal Beach, CA 90740, Telenhene Number 560, 725 655 v100 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 ACTORIES IN FACT TOF JOSEPH HENSON THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FED-ERAL 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, GA 30071 Telephone Number: (877) 813-0992 Case No. AMI-16-01376-5 Ad Run Dates 02/06/2019, 02/13/2019, 02/20/2019, 02/27/2019 rubinlublin.com/property-listing

T(Feb6,13,20,27)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from THOMAS K SMITH to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC AS NOMINEE FOR NATIONS DI-RECT MORTGAGE LLC DBA MOTIVE LENDING, deted May 12, 2017 recorded May 22, 2017. dated May 19, 2017, becorded May 22, 2017, in Deed Book 597, Page 136, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the In Deed Book 397, Page 136, Iowns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Ninety-One Thou-sand Five Hundred Seventy-Five and 00/100 dollars (\$91,575.00), with interest thereon as provided for therein, said Security Deed hav-ing been last sold, assigned and transferred to PennyMac Loan Services, LLC, there will be sold at public outcry to the highest bidder for cash at the Towns County Courthouse, within the legal hours of sale on the first Tuesday in March, 2019, all property described in said Security Deed including but not limited to the following described property: PARCEL 1:ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258, 18TH DIS-TRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BEING LOTS 37 AND 38, BLOCK C, SECTION 1, ANNEX B OF BALD MOUNTAIN PARK, AS SHOWN ON A PLAT OF SURVEY PREPARED BY MICHEAL L. SCUPIN & ASSOCIATES, LAND SURVEYORS, GAINESVILLES, GEORGIA, FILED AND RECROD-ED IN PLAT BOOK 3, PAGE 179, TOWNS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPO-RATED HEREIN BY REFERENCE HERETO. THE PROPERTY IS SUBJECT TO EXISTING HIGHWAY AND UTILITY RIGHTS OF WAY AND ALL OTHER MATTERS AND CONDITIONS AS SHOWN AN THE ABOVE REFERENCED PLAT OF SURVEY. PARCEL 2: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258, 18TH DISTRICT, 1ST SECTION, AND BEING SHOWN AN THE ABOVE REFERENCED PLAT OF SURVEY. PARCEL 2: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258, 18TH DISTRICT, 1ST SECTION, AND BEING SHOWN AN THE ABOVE REFERENCED PLAT OF SURVEY. PARCEL 2: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 258, 18TH DISTRICT, 1ST SECTION, AND BEING SHOWN AS THE TWO TRACTS OF LAND (CONTAINING 0.12 ACRES AND 0.07 ACRES) ADJACENT TO LOTS 37 AND 38, DESCRIBED ABOVE, ON THE PLAT SURVEY RECORDED IN PLAT BOOK 6, PAGE 275, TOWNS COUNTY, GEORGIA RECORDS, WHICH HEREIN BY REFERENCE HERETO. THIS BEING THE PROPERTY DESCRIBED AS TRACT 3 IN THE SPECIAL WARRANTY DEED DATE DEDEEMBER 30, 214 AND RECORD

RECORDS.

RECORDS. Said legal description being controlling, how-ever the property is more commonly known as 4580 WHITE OAK DR, 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 re-maining 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.

Security Deed and Note. Said property will be sold on an "as-is" ba-sis without any representation, warranty or recourse against the above-named or the un-dersigned. The sale will also be subject to the following items which may affect the title: any untertained ad valoare taxos (including taxos following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assess-ments; 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 posses-sion of the property is THOMAS K SMITH, or tenants(s).

tenants(s).

sion of the property is THOMAS K SMITH, or tenants(s). The sale will be conducted subject (1) to con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: PennyMac Loan Services, LLC, Loss Mitigation Dept., 3043 Townsgate Rd., Suite 200, Westlake Village, CA 91361, Telephone Number: 1-866-549-3583. PENNYMAC LOAN SERVICES, LLC as Attorney in Fact for THOMAS K SMITH THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FED-ERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Attorney Contact: Rubin Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Cor-ners, GA 30071 Telephone Number: (877) 813-0992 Case No. PNY-17-08166-3 Ad Run Dates 02/06/2019, 02/13/2019,

PNY-17-08166-3 Ad Run Dates 02/06/2019, 02/13/2019, 02/20/2019, 02/27/2019

rubinlublin.com/property-listing T(Feb6,13,20,27)B

STATE OF GEORGIA

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale con-tained in that certain Security Deed given by Brian D. Schmitz and Sarah A. Schmitz, tained in that certain Security Deed given by Brian D. Schmitz and Sarah A. Schmitz, Grantors, in favor of David B. Phelps 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 Execu-tor of the estate of David B. Phelps, dated No-vember 28, 2018 and recorded in Deed Book 621, Page 493 of the Towns County Records (hereinafter, together with said modification thereto and assignment thereof, the "Security Deed"), conveying the hereinafter described property to secure a Note in the original prin-cipal amount of \$222,995.97 with interest thereon as set forth therein, Roberta J. Phelps (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 first Tuesday in March, 2019 (to wit: March 5, 2019) the following:

Georgia, within the legal hours of sale on the first Tuesday in March, 2019 (to wit: March 5, 2019) the following: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 68 of Towns County, Georgia containing 1.23 acres, more or less, and being a portion of Lot #16 of Truelove Mountain Subdivision and further being shown as Tract 2 on a plat of survey by Landtech Services, Inc., dated 6/06/06, last revised on 1/18/09 as recorded in Plat Book 38, Page 215 of the Towns County records, said plat being incorporated herein by reference; together with a non-exclusive perpetual easebit 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 the easement. 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. The real property will be sold on an "AS IS, MUEPE Te betowichout the other of the sole of an and the sole of the sole of an and the sole of an and the sole of the sol

6A 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 ex-ceptions, 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;

(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, in-cluding, but not limited to, the right of redemp-tion of the United States Government, if any such rights validly exist and

cluding, but not limited to, the right of redemp-tion of the United States Government, if any such rights validly exist; and (d) Any and all easements, limitations, restric-tions, 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 de-clared immediately due and payable because of defaults by Grantor under the Note, includ-ing, but not limited to, defaults resulting from the failure to pay the indebtedness as and when due in accordance with the Note. The proceeds of the sale of the real property shall be applied in accordance with the Security Deed to the payment of the unpaid indebt-edness under the Note and al fees, costs, charges, and expenses of the sale and of all 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 is not prohibited under the U.S. Bankruntyc Code: and (2) final confir-

The sale win be conducted subject (1) con-firmation 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 0.C.G.A. § 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided above. Pursuant to 0.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 modity all terms of the Security Deed and Note secured thereby; however, such individual is firmation that the sale is not prohibited under

Attorney for LenderSarah A. Schmitz Hiawassee, GA 30546

(706) 896-4113 T(Feb6,13,20,27)B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY Pursuant to the Power of Sale contained in a Security Deed given by Bruce King to Mortgage Electronic Registration Systems, Inc., as nomi-nee for MORTGAGE RESEARCH CENTER, LLC DRA VETERADE UNITED HOME LOADS, dotated nee for MORTGAGE RESEARCH CENTER, LLC DBA VETERANS UNITED HOME LOANS dated 8/30/2013 and recorded in Deed Book 540 Page 57 and modified at Deed Book 540 Page 57 and 540 Page 57 a est bloder for cash before the Cournouse 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 Wednes-day of said month), the following described property:

Adding, in winch case being the first wearles-day of said month), the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BE-ING SHOWN AS TRACT 1, CONTAINING 4.81 ACRES ON PLAT OF SURVEY PREPARED BY AP-PALACHIAN SURVEYING COMPANY, INC., DATED JANUARY 25, 2007 AND FILED AND RECORDED IN PLAT BOOK 29, PAGE 271, TOWNS COUNTY, GEORGIA, RECORDS, WHICH PLAT IS INCORPO-RATED HEREIN BY REFERENCE. ALSO CONVEVED HEREWITH IS THE 20 FOOT RIGHT OF WAY TO REACH THE ABOVE DE-SCRIBED 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.

AUGUST 25, 1972 AND FILED AND RECORDED IN THE TOWNS COUNTY, GEORGIA RECORDS ON SEPTEMBER 2, 1972. 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. 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 Secu-rity Deed. The debt remaining in default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity 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 at-torney's fees (notice of intent to collect attor-ney'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 under-signed, the party (or parties) in possession of the subject property is (are): Bruce King or ten-ant or tenants.

signea, the party (or parties) in possession or the subject property is (are): Bruce King or ten-ant 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 Mitination

CA 91361 1-866-549-3583

CA 91361 1-866-549-3583 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that consti-tute 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 re-demption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under

The sale will be conducted subject to (1) con-firmation 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 Generaia the Dead Inder Power and other force 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 Ioan as provided immediately above. PennyMac Loan Services, LLC as agent and At-torney in Fact for Bruce King Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Geor-gia 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

FOR THAT PURPOSE, 1120-22324A