## **Towns County Herald**

## Legal Notices for January 7, 2015

NOTICE TO DEBTORS AND CREDITORS **County of Towns** RE: Estate of Janet Ann McNeely
All creditors of Janet Ann McNeely, 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 under-Signeu. This the 15th day of December, 2014.

Annette Fisher Personal Representative 97 Boxdale Ct. Toccoa, GA 30577 706-886-0056

(Dec17,24,31,Jan7)P NOTICE TO DEBTORS AND CREDITORS COUNTY OF TOWNS RF: Estate of Edward Grady Eller

All creditors of the estate of Edward Grady Eller, deceased, late of Towns County, Geor-gia, 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 19th day of December, 2014

Personal Representative PO Box 863 Blairsville, GA 30514

T(Dec24,31,Jan7,14)P

NOTICE
City of Young Harris, Georgia
P.O. Box 122, Young Harris,
Georgia 30582-0122
Sewerage System Improvements
ADVERTISEMENT FOR BIDS
Sealed Bids for the construction of the Sew-

erage System Improvements, Additions to terage System improvements, Additions to the Existing Water Pollution Control Plant, April 2014 will be received, by City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582, until 2:00 p.m. local time on Tuesday, January 27, 2015, at which time the Bids received will be publicly opened and read. No submitted bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days. The Project consists of construction of:

Approximately 4,700 linear feet of 8-inch gravity sewer line complete with manholes and other appurtenances as required. Time of construction is 120 consecutive cal-

endar days. Proposals for the complete work in one general contract shall be made on the proposal eral contract small be made on the proposal form provided and shall contain prices in words and figures for the work bid on. All Bidders must have or be capable of ac-quiring a State of Georgia Utility Contrac-tors License prior to bid award. Contractor tors License prior to bid award. Contractor must employ during construction a state Utility Manager certificate holder who will have oversight of the work. Documentation of these qualifications will be required prior to bid award. See Instructions to Bidders, Article 13.09.

The Issuing Office for the Bidding Documents in C. Par. Turnipaced Engineers Inc. 2355

is: G. Ben Turnipseed Engineers, Inc. 2255
Cumberland Parkway, Building 400, Atlanta,
Georgia, 30339. Contact person is Kellie Barber, 770-333-0700, kbarber@gbtengineers.
com. Prospective Bidders may examine the
Bidding Documents at the Issuing Office on

Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below. Bidding Documents also may be examined at the office of City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582; Atlanta Builders Exchange in Atlanta, Georgia and the offices of the Engineer, G. Ben Turnipseed Engineers, Inc., in Atlanta and Augusta. Copies of the plans and specifications may be obtained from G. Ben Turnipseed En

topies of the pints and specifications may be obtained from 6. Ben Turnipseed Engineers, Inc., 2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339 upon receipt of the following amounts:

Specifications \$150.00 Pians \$150.00 Reduced Drawings Available (Extra Set)

\$150.00 Upon receipt of all documents in undam-aged condition within thirty (30) days after the date of opening of bids, one-half of the deposit will be refunded. The difference between the deposit and the amount refunded represents the cost of reproduction. No re-fund will be made for documents received after thirty (30) days or in damaged condi-A pre-bid conference will not be held.

A pre-but comercine with not be neture.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Note(s) to User: Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders. The Owner reserves the right to reject any or all hids and to waive info Owner: CITY OF YOUNG HARRIS, GEORGIA

Date: December 16, 2014 T(Dec17-Jan28)B

NOTICE OF SEIZURE OF PERSONAL PROPERTY

NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000
Pursuant to O.C.G.A. \$16-13-49(n), any party claiming an interest in the following property is hereby notified that on the 30th of October, 2014, said property was seized by the undersigned agency in Towns County, Courting veorgia. Property Seized: PROPERTY ONE: 1999 GMC Yukon vehicle, VIN 1GKEC13R2XJ751560, GA tag. PTK2769

Conduct giving rise to said seizure: Said PROPERTY ONE was found in the possession of Juan Yovani Aguirre-Nambo on October of Juan Yovani Aguirre-Nambo on October 30,2014, in close proximity to a quantity of COCAINE. Said property was intended to facilitate the use, possession, possession with intent to distribute, and distribution of COintent to distribute, and distribution of CO-CAINE, in violation of the Georgia Controlled Substances Act, or was the proceeds of said illegal activities. Further, the said vehicle was being operated by Juan Yovani Aguirre-Nambo in Towns County, Georgia, at the time of his arrest for violations of the Georgia Controlled Substances Act. The owner(s) of said property is purported

to be: Monica Nambo & Juan Aguirre-Nambo 4470 Berkshire Road

4470 Berkshire Road Forest Park, Georgia 30297 Any party claiming an interest in said prop-erty is hereby further notified that you must file any claim in accordance with 0.C.GA. §16-13-49(n)(4) within 30 days of the second publication of this Notice of Seizure in the Towns County Herald by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, return

receipt requested. This 22nd day of December, 2014 District Attorney Enotah Judicial Circuit SEIZING AGENCY: Tracy James
Hiawassee Police Department
P.O. Box 549

P.O. Box 549
Hiawassee, Georgia 30546
(706) 896-2203
By: Cathy A. Cox-Brakefield
Chief Assistant District Attorney
65 Courthouse Street, Box 6
Blairsville, Georgia 30512
(706) 439-6027
T(Dec 31 1 1 27 1 A)B T(Dec31,Jan7,14)B

NOTICE City of Young Harris, Georgia P.O. Box 122, Young Harris, Georgia 30582-0122 Additions to Existing WPCP ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Sew-erage System Improvements, Additions to the Existing Water Pollution Control Plant, the Existing Water Pollution Control Plant, April 2014 will be received, by City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582, until 3:00 p.m. local time on Tuesday, January 27, 2015, at which time the Bids received will be publicly opened and read. No submitted bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days. The Project consists of construction of:

construction of: Additions to the existing water pollution control plant to include an influent structure. control plant to include an inment structure, an aeration basin, a final clarifier, filters, an ultraviolet disinfection system, an effluent pump station, a temperature control system, an aerobic digester, a sludge dewatering building, a standby generator and a chemical feed system, all complete with appurte-

Time of construction is 450 consecutive cal-

Time of construction is 450 consecutive calendar days.

Proposals for the complete work in one general contract shall be made on the proposal form provided and shall contain prices in words and figures for the work bid on.

All Bidders must have or be capable of acquiring a State of Georgia Utility Contractors License prior to bid award. Contractor must employ during construction a state Utility Manager certificate holder who will have oversight of the work. Documentation of these qualifications will be required prior to bid award. See Instructions to Bidders, Article 13.09.

Article 13.09.
The Issuing Office for the Bidding Docume is: G. Ben Turnipseed Engineers, Inc. 2255
Cumberland Parkway, Building 400, Atlanta,
Georgia, 30339. Contact person is Kellie Barber, 770-333-0700, Karber@ghtengineers,
com. Prospective Bidders may examine the
Bidding Documents at the Issuing Office on
Mondayer through Exiduse between the bourse Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below. Bidding Documents also may be examined at the office of City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 20.882 at Marta Builders Exchange.

Georgia, 30582; Atlanta Builders Exchange in Atlanta. Georgia and the offices of the En-

in Atlanta, Georgia and the offices of the Engineer, G. Ben Turnipseed Engineers, Inc., in Atlanta and Augusta.
Copies of the plans and specifications may be obtained from G. Ben Turnipseed Engineers, Inc., 2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339 upon receipt of the following amounts:
Specifications \$200.00
Plans \$400.00
Reduced Prawings Available (France Co.)

Reduced Drawings Available (Extra Set) \$400.00 \$400.00 Upon receipt of all documents in undamaged condition within thirty (30) days after the date of opening of bids, one-half of the deposit will be refunded. The difference between the deposit and the amount refunded represents the cost of reproduction. No re-fund will be made for documents received

A pre-bid conference will not be held. with the Instructions to Bidders. Note(s) to User: Bidders shall submit proof of qualifications to perform the Work as de-scribed in the Instructions to Bidders. The Owner reserves the right to reject any or all bids and to waive informalities. Owner: CITY OF YOUNG HARRIS, GEORGIA

Date: December 16, 2014 T(Dec17-Jan28)B

NUTICE
(FOR DISCHARGE FROM OFFICE AND ALL LIABILITY)
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF RODNEY DARRELL NICHOL-SON FOR DISCHARGE AS ADMINISTRATOR OF
THE ESTATE OF CLAUDE RAYMOND NICHOL-SON. DECEASED. TO: Shane Nicholson & All Interested Parties

TO: Snane Nicholson & All interested Parties 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 January 12, 2015.
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 pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your 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.

By: Kerry L. Berrong PROBATE CLERK/DEPUTY CLERK 48 River St. Suite C Hiawassee, GA 30546 T(Dec17.24.31.Jan7)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.

THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Robert H. Anderson and Betty J. Anderson to Mortgage Electronic Registration Systems, Inc. as nominee for Southern Highlands inc. as nominee for Southern Highlands Mortgage, LLC, dated May 5, 2010, and re-corded in Deed Book 473, Page 700, Towns County, Georgia Records, as last transferred to Branch Banking and Trust Company by as-signment recorded on December 3, 2014 in Book 558 Page 523 in the Office of the Clerk BOOK 350 Fage 25. III 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 Thirty-Four Thousand Four Hundred and 0/100 dollars (\$134,400.00), with interest thereon as set (\$134,400.00), with interest threeon 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 February 3, 2015, the following described property:
All that tract or parcel of land lying and being in Land Lot 117, 18th District, 1st Section, Towns County, Georgia records, and being shown on a Lot 1 of Plantation Villas, containing 0.174 acres, and being shown on a plat of survey by T Kirby & Associates dated April 16, 2008, revised April 2, 2009 and filed and recorded in Plat Book 31, Page 39, Towns County, Georgia records, which plat is

Towns County, Georgia records, which plat is incorporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above ref-

ters and condumons snown on the above rererenced plat of survey.

The property is conveyed subject to the Declaration of Covenants and Restrictions and easements for Plantation Villas of Hiawasee as recorded in Deed Book 301, Page 681-719, as amended in Deed Book 301, Pages 744-782 and final declaration of Covenants and bulawase recorded in Deed Book 430. and by-laws as recorded in Deed Book 422, Pages 223-257, Towns County, Georgia re-

Pages 223-257, IOWIS COUNTY, CONT.
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 by law, including attorney's fees (notice of intent to collect attorney's fees having been

your mortgage servicer can be contacted at (800)827-3722 - Loss Mitigation Dept, or by writing to 301 College Street, Greenville,

South Carolina 29601, 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 able), 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 Estate of Betty J. Anderson and Estate of Robert H. Anderson or tenant(s); and said property is more commonly known as 424 Long View Circle, 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.

Branch Banking and Trust Company as Attorney in Fact for Robert H. Anderson and Betty

J. Anderson. Brock & Scott, PLLC 4360 Chamblee Dunwoody Road Suite 310 Atlanta, GA 30341 404-789-2661 B&S file no.: 14-26319 T(Jan7,14,21,28)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 the Real Estate Deed to Secure Debt from Bradley Jay Wilson and Aundrea C. Wilson dated January 28, 2010, and rec. wison dated January 28, 2010, and re-corded in Deed Book 470, Page 298, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citi-zens South Bank by that certain Master As-signment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in Extracts 2015. The Allowing deception [2015] February 2015, the following described real

property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 144 & 145, 18TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING TRACT 1, CONTAINING 1.18 ACRES, MORE OR LESS, AS SHOWN ON A PLAT ACRES, MUNE ON LESS, AS SHOWN UN A PLAI OF SURVEY BY LANDTECH SERVICES, INC., JAMES L. ALEXANDER R. L. S. #2653, DATED JANUARY 27, 2004 AND FILED AND RECORDED IN PLAT BOOK 35, PAGE 239, TOWNS COUNTY, GEORGIA RECORDS. SAID PLAT IS INCORPO-RATED HEREIN AS REFERENCE HERETO AND MADE A PART HEREOF.
SUBJECT TO ALL MATTERS AND CONDITIONS

AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY. SUBJECT TO THE DECLARATIONS OF RE-

STRICTIONS, LIMITATIONS AND COVENANTS RUNNING WITH THE LAND AS FILED AND RE-CORDED IN DEED BOOK 363, PAGES 546-547, TOWNS COUNTY, GEORGIA RECORDS.
SUBJECT TO THE EASEMENT FILED AND RE-CORDED IN DEED BOOK E-1, PAGE 229, TOWNS **COUNTY. GEORGIA RECORDS.** 

COUNTY, GEORGIA RECORDS.
SUBJECT TO THE RIGHT OF WAY AS FILED AND
RECORDED IN DEED BOOK Q-108, TOWNS
COUNTY, GEORGIA RECORDS.
PROPERTY BEING MORE COMMONLY KNOWN
AS: 1135 BEARMEAT ROAD, HIAWASSEE, GA

30546.
The debt secured by the Security Deed is evidenced by a Renewal Note, dated April 4, 2011, from Bradley Jay Wilson to Bank of Hiawassee, as assigned to Park Sterling Bank, in the original principal amount of \$37,673.10 (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebt-

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 Pur secure of this the Note and Security Deed. By reason of this the Note and Security Deed. By reason or this default, the Security Deed has been declared foreclosable according to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Bradley Jay Wilson and

Aundrea C. Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible re-demptive rights of the Internal Revenue Service, if any; and all prior assessments, ease-ments, restrictions or matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Bradley Jay Wilson and Aundrea

o. Wilson. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Bradley Jay Wilson and Aundrea C. Wilson, and tenants holding under them. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in inter-est to Bank of Hiawassee, as Attorney-in-Fact for Bradley Jay Wilson and Aundrea C.

Wilson. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Jan7,14,21,28)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 the Deed to Secure Debt from
Michelle Cain to Bank of Hiawassee, dated
December 9, 2002, and recorded in Deed
Book 259, Page 220, in the offices of the
Clerk of the Superior Court of Towns County,
Georgia; as last modified by that certain
Modification of Deed to Secure Debt from **Modification of Deed to Secure Debt from** Michelle Cain, aka Angela Michelle Rogers, to Bank of Hiawassee, dated March 19, 2010 and recorded in Deed Book 471, Page 568, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"), and pursuant to the Order of Dismissal for Failure to Pay Filing Fees, entered on November 21, 2014, in Chapter 13 Case No. 14-21971-jrs, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division, the underor Leorgia, Gamesville Division, the Under-signed will sell at public outcry to the high-est and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2015, the following de-scribed real property, to wit: ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 7 AND 30, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY CEORGIA AND FINE YEAR WAY AS LOT

COUNTY, GEORGIA, AND BEING KNOWN AS LOT 6 OF OLD BRASSTOWN ESTATES, CONTAINING 0.996 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY PREPARED BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13, 2002, AS RECORDED IN PLAT BOOK 28, PAGE 134, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REF-ERENCE FOR A MORE COMPLETE LEGAL DE-

PLAT BEING INCORPORATED HEREIN BY REFRENCE FOR A MORE COMPLETE LEGAL DESCRIPTION.
THIS PROPERTY IS CONVEYED TOGETHER WITH
AND SUBJECT TO A NON EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS
AND UTILITIES, 50 FEET IN WIDTH, ALONG
BRASSTOWN LANE AS SHOWN ON THE ABOVE
REFERRED TO PLAT OF SURVEY.
THE PROPERTY IS CONVEYED SUBJECT TO
PROTECTIVE COVENANTS AND RESTRICTIONS
PERTAINING TO OLD BRASSTOWN ESTATES
AS RECORDED IN DEED BOOK 243, PAGE 731,
TOWNS COUNTY, GEORGIA RECORDS.
PROPERTY BEING MORE COMMONLY KNOWN
AS: 2111 BRASSTOWN LANE, YOUNG HARRIS,
GEORGIA 30582-1658.
The debt secured by the Security Deed is
evidenced by a Renewal Note, dated March
19, 2010, from Angela Michelle Rogers to
Bank of Hiawassee in the original principal
amount of \$57,420.22, as assigned to Citizens South Bank (as same may have been
further modified, renewed or amended, collectively the "Mote"): plus interest from date

further modified, renewed or amended, col-lectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness. 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 Security Deed, By reason of this default the Security Deed, by the part dealered.

default, the Security Deed has been declared foreclosable according to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Michelle Cain, aka Angela Michelle Rogers, the proceeds to be applied to the neurons of sold indobtations. whichene Rogers, me proceeds to be appried to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if

any; and all prior assessments, easements, restrictions or matters of record.

To the best of the undersigned's knowledge and belief, the real property is presently owned by Michelle Cain, aka Angela Michelle

Rogers.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Michelle Cain, aka Angela Michelle Rogers, and tenants holding under

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in inter-est to Bank of Hiawassee, as Attorney-in-Fact for Michelle Cain, aka Angela Michelle Rogers. M. Todd Westfall, Esquire

Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 501-7951 T(Jan7,14,21,28)B

STATE OF GEORGIA **COUNTY OF TOWNS** 

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Kerry Louis Wilson to Bank of Hiawassee dated April 12, 2007, as recorded in Deed Book 403, Page 345, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification of Security Deed dated June 26, 2012 and recorded in Deed Book 516, Page 93, aforesaid records; as assigned to Citizens South Bank by that certain Masto chizens south bains by that certain mas-ter Assignment dated as of March 19, 2010 and recorded in Deed Book 486, Page 790, aforesaid records (as same may have been further modified from time to time, collec-tively the "Security Deed"); the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2015, the following described real

property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING ALL INAI INAI ON FAMEL OF LAND LING
AND BEING IN IL 146 & 147, 18TH DISTRICT,
1ST SECTION, TOWNS COUNTY, TRACT 17
(LOT 34) KONEHETAH [SIC] VILLAGE SUBDIVISION AS SHOWN ON A PLAT OF SURVEY DONE
BY ROCHESTER ASSOCIATES, INC., DATED
04/21/03, RECORDED AT PLAT BOOK 30, PAGE [sic] 276-277, TOWNS COUNTY, GEORGÍA RE-CORDS WHICH DESCRIPTION ON SAID PLAT IS CONDS WHICH DESCRIPTION ON SAID FLOTT INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.
THE PROPERTY IS CONVEYED SUBJECT TO ALL

MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LL 147, 18TH DISTRICT,
1ST SECTION, TOWNS COUNTY, TRACT 21
AS SHOWN ON A PLAT OF SURVEY DONE
BY ROCHESTER ASSOCIATES, INC., DATED
04/21/03, REVISED 3/24/05, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE
AND SAID TRACT BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:
BEGINNING AT THE CORNER COMMON TO
LAND LOTS 146, 147, 158 & 159 OF SAID DISTRICT AND SECTION AND RUNNING THENCE N
54 36 22 W 2713.22 FEET TO A 5/8" REBAR ALL THAT TRACT OR PARCEL OF LAND LY-

1 AND 250 TO AND NORMAN THENCE THE ASSESSED TO A 5/8" REBAR LOCATED ON OR ABOUT THE NORTHEASTERLY RIGHT OF WAY LINE OF US HIGHWAY 76/GEOR-GIA HIGHWAY 2: THENCE RUNNING WITH SAID **RIGHT OF WAY LINE N 31 40 44 W 150.00 FEET** TO AN IRON PIN THE SAME BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 184.52 FEET TO AN IRON PIN; THENCE LEAV-ING SAID RIGHT OF WAY AND RUNNING N 52 32 06 E 222.56 FEET TO AN IRON PIN: THENCE S 44 12 59 E 178.96 FEET TO AN IRON PIN S 44 12 59 E 178.96 FEET TO AN IRON PIN; THENCE S 51 15 15 W 262.26 FEET TO THE TRUE POINT OF BEGINNING. THE PROPERTY IS CONVEYED SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LL 146 & 147, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, TRACT 15 (LOT 32) AND TRACT 16 (LOT 33) OF KONAHETAH VILLAGE SUBDIVISION AS SHOWN ON A PLAT OF SURVEY DONE BY ROCHESTER ASSOCI-ATES, INC., DATED 04/21/03, RECORDED AT PLAT BOOK 30, PAGE [SIC] 276-277, TOWNS COUNTY, GEORGIA RECORDS WHICH DESCRIP-TION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. THE PROPERTY IS CONVEYED SUBJECT TO ALL THE PROPERTY IS CONVEYED SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY. PROPERTY BEING MORE COMMONLY KNOWN AS: TRACTS 15, 16, 17 AND 21 KONAHETAH VILLAGE, HIAWASSEE, TOWNS COUNTY, GEOR-

The debt secured by the Security Deed is evidenced by a renewal Promissory Note from Kerry L. Wilson (the "Borrower") to Citizens South Bank, dated June 26, 2012, in the original principal and under 5162,643.05 (as same may have been further modified, renewed or amended, the "Note"), plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under

Detailt 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 se-cured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this

the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Kerry L. Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: Security Deed from Kerry L. Wilson to Bank of Hiawassee recorded in Deed Book 336, Page 416, as recorded in Deed Book 336, Page 416, as modified, and as assigned Citizens South Bank (n/k/a Park Sterling Bank) by assignment recorded in Deed Book 486, Page 790, Towns County records; all outstanding ad valorem taxes and/or assessments, if any: possible redemptive rights of the Internal Revenue Service, if any; and all other prior assessments, easements, restrictions or matters of record.

To the best of the undersigned's knowledge

and belief, the real property is presently owned by Kerry L. Wilson. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Kerry L. Wilson, and tenants

holding under him. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact

to Bails of Interest of the State of the Sta Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Jan7,14,21,28)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 the Deed to Secure Debt from Kerry L. Wilson to Bank of Hiawassee dated April 26, 2005, as recorded in Deed Book 336, Page 416, in the offices of the Clerk of the Superior Court of Towns County, Georgia as last modified by that certain Modification of Security Deed dated June 26, 2012 and re-corded in Deed Book 516, Page 91, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment dated as by that certain master assignment uater as of March 19, 2010 and recorded in Deed Book 486, Page 790, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"); the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2015, the fol-lowing described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SEC-

AND BEING IN THE 18TH DISTRICT, 1ST SECTION LAND LOT 147, TOWNS COUNTY, GEORGIA CONTAINING 1.005 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT 21 (TR-21) AS SHOWN ON A PLAT OF SURVEY FOR KERRY WILSON BY ROCHESTER & ASSOCIATES, INC., JAMES N. CASH, RLS, DATED 04-21-03, AS LAST REVISED ON 03-24-05, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING ATTHE CORNER COMMON TO LAND LOTS 146, 147, 158 AND 159 OF SAID DIS-

LOTS 146, 147, 158 AND 159 OF SAID DISTRICT AND SECTION AND RUNNING THENCE N IRICI AND SECTION AND NUMBER I HENCE N 54 36 22 W 2713.22 FEET TO A 5/8" REBAR LOCATED ON OR ABOUT THE NORTHEASTERLY RIGHT OF WAY LINE OF US HIGHWAY 76/GEOR-GIA HIGHWAY 2; THENCE RUNNING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 150.00 FEET TO AN IRON PIN THE SAME BEING THE TRUE TO AN IRON PIN THE SAME BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 184.52 FEET TO AN IRON PIN; THENCE LEAV-ING SAID RIGHT OF WAY LINE AND RUNNING N 52 32 06 E 222.56 FEET TO AN IRON PIN; THENCE S 44 12 59 E 178.96 FEET TO AN IRON PIN; THENCE S 51 15 15 W 262.26 FEET TO THE TRUE POINT OF BEGINNING.
PROPERTY BEING MORE COMMONLY KNOWN AS: TRACT 21 HWY 76 E. HIAWASSEE, TOWNS

AS: TRACI 21 100... COUNTY, GEORGIA. The debt secured by the Security Deed is the secured Promissory Note evidenced by a renewal Promissory Note from Kerry L. Wilson (the "Borrower") to Citizens South Bank, dated June 26, 2012, in the original principal amount of \$162,643.05 (as same may have been further modified (as saine may have been in unter mounter, renewed or amended, 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 o 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 death the Security Deed, By reason of this default, the Security Deed has been declared

detaint, the security beet has been declared foreclosable according to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Kerry L. Wilson, the proceeds to be applied to the payment of said indebtedness attempts, foce and the law. indebtedness, attorneys' fees, and the law ful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all other prior assessments, easements, restrictions or matters of record.

To the best of the undersigned's knowledge and belief, the real property is presently owned by Kerry L. Wilson. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Kerry L. Wilson, and tenants holding under him.

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hisawassee, as Attorney-in-Fact for Kerry L. Wilson

for Kerry L. Wilson. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Jan7,14,21,28)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 the Real Estate Deed to Secure Debt from Kerry L. Wilson to Bank of Hiawassee dated November 10, 2004, as recorded in Deed Book 320, Page 20, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification of Security Deed dated August 9, 2010 and recorded in Deed Book 479, Page 658, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment dated as of March 19, 2010 and recorded in Deed Book 486, Page 790, aforesaid records (as same may have been and recorded in Deed Book 486, Page 790, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"); the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2015, the following described real property to wit:

property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING ALL INAI IRACI ON PARCEL OF LAND LYING AND BEING IN LAND LOT 79, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BEING TRACT 3, CONTAINING 0.117 ACRE, AS SHOWN ON A PLAT OF SURVEY PREPARED BY TAMROK ASSOCIATES, INC., JON G. STUBBLEFIELD, G.R.L.S. NO. 2599, DATED MARCH 6, 1995, AND RECORDED IN PLAT BOOK 20, PAGE 100, TOWNS COUNTY DEPORPS WHICH DE 190, TOWNS COUNTY RECORDS, WHICH DE-SCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. ALSO CONVEYED HEREIN ARE ALL IMPROVE-

MENTS ON THIS PROPERTY.
ALSO CONVEYED HEREIN ARE ALL OF GRANT-ALSO CONVEYED HEREIN ARE ALL OF GRANT-OR'S RIGHTS, TITLE AND INTEREST IN AND TO THE REAL PROPERTY LOCATED BETWEEN AND ADJACENT TO THE EAST PROPERTY LINE OF THE SUBJECT PROPERTY AS IT EXTENDS **EASTERLY TO THE CENTERLINE OF U.S. HIGH** WAY #76 AND STATE ROUTE #2, AS SHOWN ON SAID PLAT OF SURVEY.
SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON SAID

PROPERTY REING MORE COMMONLY KNOWN

PROPERTY BEING MORE COMMONLY KNOWN AS: 579 NORTH MAIN STREET, HIAWASSE, TOWNS COUNTY, GEORGIA.

The debt secured by the Security Deed is evidenced by a renewal Promissory Note from Kerry L. Wilson (the "Borrower") to Citizens South Bank, dated August 9, 2010, in the original principal amount of \$85,783.63 (as same may have been further modified, renewed or amended, the "Note"), plus interest from date on the unpaid balance until paid, and other indebtedness. paid, and other indebtedness.

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

cured 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 Security Deed has been declared foreclosable according to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Kerry L. Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all other prior assessments, easements, restrictions or matters of record.

To the best of the undersigned's knowledge and balled the real research.

and belief, the real property is presently owned by Kerry L. Wilson. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Kerry L. Wilson, and tenants holding under him.

Park Sterling Bank, successor by merger to
Citizens South Bank, as successor in interest

Citizens South Bank, as successor in inferest to Bank of Hiawassee, as Attorney-in-Fact for Kerry L. Wilson.
M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Jan7,14,21,28)B

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

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 house of Towns County, Georgia during the legal hours of sale on the first Tuesday in February 2015 to the highest and best bid-der for cash the following described prop-erty (the "Premises"), to wit: All that tract or parcel of land lying and be-

ing 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 IWO (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. 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 es associated with the leaf property, when-er 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 per-taining 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, 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 "Mote") plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under

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 failwe 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.

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 any matters which might be disclosed by an any matters within 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 which (1) the area from that the sale of the sal 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 evened by Lecent Yeen Henry Hedge.

edge 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. Cadence Bank, M.A., as Attorney-in-Fact for Carolyn J. Tyson.
Michael R. Wing, Esq.
Balch and Bingham, LLP
30 Ivan Allen Jr. Bivd., NW
Suite 700 Suite 700 Atlanta, Georgia 30308-3036 AUGUATE AUGUATION OF THE THE AUGUATE A