Towns County Herald

Legal Notices for January 23, 2012

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Brian Baldwin
All creditors of the estate of Brian Baldwin, 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 2nd day of January 2013
Carol Baldwin,
Executor
1005 Hwy 515
Rockford, AL 35136
T,Jan16,23,30p4t

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Wayne Garrett
All creditors of the estate of Wayne Garrett, 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 4th day of January 2013
Ruby Garrett,
Executor
PO Box 382
Hiawassee, GA 30546
T,Jan16,23,30p4t

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Derek D Taylor and Mary Ann W Taylor to National City Mortgage Co. dated May 12, 2003 in the amount of $121,800.00, recorded in Deed Book 273, Page 15, Towns County, Georgia Records; at last assigned to PNC Bank, National Association by assignment; the undersigned, PNC Bank, National Association pursuant to said deed and the note thereby secured, hereby declares the entire amount of said indebtedness due and payable and pursuant to said deed, the undersigned will sell on the first Tuesday in February, 2013 , being February 5, 2013 at sale, at the courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:
All that tract or parcel of land lying and being in Land Lot 125, 17th District, 1st Section, Towns County, Georgia containing 2.413 acres as shown on a plat of survey by Terrell Surveying, Inc., dated 6/28/06, recorded in Plat Book 24, page 164, Towns County, Georgia records which description is hereby incorporated herein by reference. The property is subject to the overhead power line and power pole as shown on said plat.
which has the property address of 1988 Barrett Rd, Hiawassee, Georgia., together with all improvements and fixtures now or hereafter attached to the property covered by said deed.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.
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.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(b).
Said property will be sold as the property of Derek D Taylor and Mary Ann W Taylor.
The proceeds of said sale will be applied to the payment of said indebtedness, and expenses of said sale and all expenses incident to the execution of this sale, and any balance will be paid to the parties entitled to it.
The debt secured by said Security Deed has been and is wholly in default, and because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, and any matters of record superior to the Security Deed first set out above.
Notice has been given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Derek D Taylor and Mary Ann W Taylor.
The proceeds of said sale will be applied to the payment of said indebtedness, and expenses of said sale and all expenses incident to the execution of this sale, and any balance will be paid to the parties entitled to it.
The debt secured by said Security Deed has been and is wholly in default, and because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, and any matters of record superior to the Security Deed first set out above.
Notice has been given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Jean R Martin and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in the Security Deed. The undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.
Wesley Williams
Attorney in Fact for Maggie Sue A. Fowlis
Law Offices of Wesley Williams & Associates, LLC
P.O. Box 280
Blairsville, GA 30514
phone: (706) 745-5099
fax: (706) 745-4688
email: twscivil@windstream.net
T,Jan16,23,30p

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from CHATUGE PROPERTIES, LLC to UNITED COMMUNITY BANK, dated January 4, 2010, recorded January 11, 2010, in Deed Book 468, Page 262, Towns County, Georgia records, as last modified by Modification of Security Deed dated January 7, 2011, recorded in Deed Book 486, Page 276, Towns County, Georgia records, said Security Deed being given to secure a note in the principal sum of TITLE PAWN, LLC, with interest from date at a rate per annum fluctuating with an unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia within the legal hours of sale on the first Tuesday in February, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 150, 17th District, 1st Section, Towns County, Georgia 11.811 containing 1.054 acres, more or less, Lot 13, containing 1.166 acres, more or less, Lot 13, containing 1.246 acres, more or less, Lot 14, containing 2.271 acres, more or less, Lot 15, containing 1.622 acres, more or less, Lot 16, containing 1.587 acres, more or less, and Lot 17, containing .901 acres, more or less, of Emerald Cove Subdivision, Phase I as shown on a plat of survey by Northstar Land Surveying Inc., of Cary Kendall, RLS #2798, dated March 19, 2003, revised March 30, 2004 and filed and recorded in Plat Book 34, Page 160, Towns County, Georgia records which description on said plat is incorporated herein by reference.
Subject to all matters and conditions as shown on the above referenced plat of survey.
Subject to the Deed of Easement as filed and recorded in Deed Book 227, Page 475 and in Deed Book 302, Page 479, Towns County, Georgia records.
Subject to the Easement to Blue Ridge Mountain EMC as filed and recorded in Deed Book 293, Page 528-529, Towns County, Georgia records.
Subject to the Declaration of Protective covenants, Conditions & Restrictions and Reservation of Easements for Emerald Cove Subdivision.
The debt secured by said Security Deed has been and is wholly in default, and because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, and any matters of record superior to the Security Deed first set out above.
Notice has been given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Jean R Martin and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in the Security Deed. The undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.
Wesley Williams
Attorney in Fact for Maggie Sue A. Fowlis
Law Offices of Wesley Williams & Associates, LLC
P.O. Box 280
Blairsville, GA 30514
phone: (706) 745-5099
fax: (706) 745-4688
email: twscivil@windstream.net
T,Jan16,23,30p

REQUEST FOR BIDS
Towns County (RFB) - General Contractor Services for the Addition and Renovation of the Towns County Jail in the City of Young Harris, Georgia
Bid Synopsis
The City of Young Harris is soliciting competitive sealed proposals from qualified General Contractors for the Addition and Renovation of the existing City Hall in Young Harris, Georgia. The Project has an anticipated cost range of $500,000 to $600,000. The City of Young Harris in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000-4d and Title 49, Subtitle A, Office of Secretary, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted programs issued pursuant to such Act, hereby notifies that it will take affirmative action to ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
Sealed bids will be received at City Hall, City of Young Harris, City Hall, located at 5123 Maple Street, Young Harris, Georgia 30582 (706-379-3154) not later than 10:00 AM (EST) on February 15th, 2013. A complete bid package (one set of Plans and Specifications and a Bid Form (drawings and specs) may be obtained (picked-up only) from the City of Young Hall, Young Harris on or after January 10th, 2013. The cost of the Bid Documents (Drawings and Specifications) is $50 and is non-refundable payable to the City of Young Harris. Questions, clarifications and requests for Bid Documents should be addressed to: Harris Design Works, P.O. Box 441, Morganton, Georgia 30560 (706-374-5204) or email: rharris@hrdesignworks.com in writing by 5 PM (EST) on January 25th, 2013.
Bid Start Date: 01/10/2013
Bid Due Date: 02/15/2013
T,Jan9,16,23,30,Feb6,13p

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF TOWNS
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING 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 Secure Deed from JAMES A. WHITE to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. A NOMINEE FOR COUNTRYWIDE BANK, FSB, dated May 30, 2008, recorded in Deed Book 447, Page 435, Page 467-473, Towns County, Georgia Records, said Security Deed being given to secure a Note of even date in the original principal amount of Two Hundred Seventeen Thousand One Hundred Eight and 00/100 dollars ($217,108.00), with interest thereon as set forth therein, said Security Deed having been last sold, assigned and transferred to WELLS FARGO BANK, N.A., secured creditor, there will be sold at public outcry, to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, all property described in said Security Deed including but not limited to the following described parcel of land:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 194 OF THE 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, AND BEING FURTHER DESCRIBED AS LOT 17 OF THE EDGAR ALLISON SUBDIVISION, UNRECORDED, BEING MORE FULLY DESCRIBED AS PER A PLAT OF SURVEY PREPARED BY J. GREGORY, CHARTERED, DATED APRIL 1978, SAID PLAT BEING RECORDED IN PLAT BOOK 5, PAGE 104, TOWNS COUNTY RECORDS, AND BEING MORE PARTICULARLY HEREMADE FOR A FULL AND COMPLETE DESCRIPTION REFERENCE IS MADE TO SURE LANE; YOUNG HARRIS, GA 30582 TAX PARCEL ID: 075A-000-017-000
Said legal description being controlling, however the property is commonly known as 2499 LEIGHSE LN, YOUNG HARRIS, GA 30582
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, including but not limited to the nonpayment of the indebtedness as and when due. The debt remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.
Said property will be sold on "as-is" basis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following matters 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 by taxing authorities; matters which would be disclosed by an accurate survey and inspection of the property; all zoning ordinances; assessments, liens, encumbrances, easements, covenants, and any other matters of record superior to said Security Deed.
To the best of the knowledge and belief of the undersigned, the party in possession of the property is JAMES A. WHITE.
SALE TERMS: CASH, CERTIFIED FUNDS OR BANK WIRE
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Attorney Contact: Robin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092
Telephone Number: (877) 813-0992 Case No. BAC-12-0406-0001
Ad Run Dates 01/09/2013, 01/16/2013, 01/23/2013, 01/30/2013
www.rubinlublin.com/property-listings.php
T,Jan9,16,23,30,3t

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF TOWNS
By virtue of a Power of Sale contained in that certain Security Deed from Heather R. Mulkey and Heather R. Astin to GreenPoint Credit, LLC, dated July 19, 2001 and recorded in Deed Book 223, Page 183, in the Office of the Clerk of Superior Court of Towns County, Georgia, said Security Deed having been given to secure a note dated July 19, 2001, in the original principal amount of Eighty Six Thousand Four Hundred Sixty Two and 71/100 Dollars ($76,462.71) with interest thereon as set forth therein, said note having been last sold, assigned and transferred to Wells Fargo Bank N.A., as Trustee on behalf of Mortgage Asset-Backed Pass-Through Contract Trust 2002-A, Manufactured Housing Contract Bonds, Series 2002-A, effective 2002-A, will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday of February, 2013, regarding the following described property:
All that tract or parcel of land lying and being in the 1187 District, Towns County, Lot 4, Towns County, Georgia, containing 0.50 acres, more or less, and being lot 4 on a Plat of Survey by B. Gregory, County Surveyor, dated October 1, 1985, recorded in Plat Book 11, Page 251, Towns County records, which description on said plat is incorporated herein by reference and made a part hereof. The property is subject to a perpetual easement for ingress and egress as the above mentioned Subdivision Lot 30 foot road easement as shown on said plat. The property is subject also to the easement to Blue Ridge Mountain Electric Membership Corporation.
Said property is commonly known as 2558 Hwy 76, 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, including but not limited to the nonpayment of the indebtedness as and when due. The debt remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorney's fees and all other payments provided for under the terms of the Security Deed and Note.
Said property will be sold subject to the following items which may affect the title of said property: outstanding ad valorem taxes, which would be disclosed by an accurate survey or by an inspection of the property; matters which would be disclosed by an accurate survey and inspection of the property; all restrictions, covenants, easements, rights-of-way and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the party in possession of the property is HEATHER R. ASTIN (Heather R. Astin or tenant(s).
Wells Fargo Bank N.A., as Trustee on behalf of Madison Avenue Manufactured Housing Contract Asset-Backed Certificates, Servicing Contract Asset-Backed Certificates, Series 2002
as Attorney-In-Fact for
Heather R. Astin and Heather R. Astin
Contact:
Orlans & Associates, LLC
1930 N. Druid Hills Rd., Suite B
Atlanta, Georgia 30329
(404) 728-0220
Ad Run Dates: 1/9/13; 1/16/13; 1/23/13; and 1/30/13
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T,Jan9,16,23,30p

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Under and by virtue of Sale contained in that certain Security Deed from JAMES A. WHITE to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. A NOMINEE FOR COUNTRYWIDE BANK, FSB, dated May 30, 2008, recorded in Deed Book 447, Page 435, Page 467-473, Towns County, Georgia Records, said Security Deed being given to secure a Note of even date in the original principal amount of Two Hundred Seventeen Thousand One Hundred Eight and 00/100 dollars ($217,108.00), with interest thereon as set forth therein, said Security Deed having been last sold, assigned and transferred to WELLS FARGO BANK, N.A., secured creditor, there will be sold at public outcry, to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, all property described in said Security Deed including but not limited to the following described parcel of land:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 194 OF THE 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, AND BEING FURTHER DESCRIBED AS LOT 17 OF THE EDGAR ALLISON SUBDIVISION, UNRECORDED, BEING MORE FULLY DESCRIBED AS PER A PLAT OF SURVEY PREPARED BY J. GREGORY, CHARTERED, DATED APRIL 1978, SAID PLAT BEING RECORDED IN PLAT BOOK 5, PAGE 104, TOWNS COUNTY RECORDS, AND BEING MORE PARTICULARLY HEREMADE FOR A FULL AND COMPLETE DESCRIPTION REFERENCE IS MADE TO SURE LANE; YOUNG HARRIS, GA 30582 TAX PARCEL ID: 075A-000-017-000
Said legal description being controlling, however the property is commonly known as 2499 LEIGHSE LN, YOUNG HARRIS, GA 30582
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, including but not limited to the nonpayment of the indebtedness as and when due. The debt remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.
Said property will be sold on "as-is" basis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following matters 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 by taxing authorities; matters which would be disclosed by an accurate survey and inspection of the property; all zoning ordinances; assessments, liens, encumbrances, easements, covenants, and any other matters of record superior to said Security Deed.
To the best of the knowledge and belief of the undersigned, the party in possession of the property is RITA PATRICK AND LESTER PATRICK.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.
The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP; Loss Mitigation Dept., 7105 Corporate Drive, PT-6-A-275, Plano, TX 75024. Telephone Number: 800-720-3758 for and on behalf of the secured creditor.
BANK OF AMERICA, N.A.
as Attorney-In-Fact
RITA PATRICK AND LESTER PATRICK
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Attorney Contact: Robin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092
Telephone Number: (877) 813-0992 Case No. BAC-12-0406-0001
Ad Run Dates 01/09/2013, 01/16/2013, 01/23/2013, 01/30/2013
www.rubinlublin.com/property-listings.php
T,Jan9,16,23,30,3t

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 TWYLA J. GERMANIA to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR PHH MORTGAGE CORPORATION D/B/A CENTURY 21 MORTGAGE, dated 12/29/2006, recorded and Recorded on 08/20/2009 as Book No. 481 and Page No. 493, TOWNS County, Georgia records, as last assigned to PHH MORTGAGE CORPORATION (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of $76,587.00, 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 February, 2013, the following described property:
ALL PARCEL OF LAND LYING AND BEING IN LAND LOT 280, 14TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 2, CONTAINING 0.757 ACRES, MORE OR LESS, AS SHOWN ON PLAT OF SURVEY FOR PARK AS SHOWN ON A PLAT OF SURVEY BY SUREVEC CONSULTING SERVICES, GEORGIA REGISTERED SURVEYOR NO. 2157, DATED JUNE 3, 1997 AND RECORDED IN PLAT BOOK 11, PAGE 123, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.
SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.
SUBJECT TO THAT EASEMENTS TO BLUE RIDGE MOUNTAIN EMC AS FILED AND RECORDED IN DEED BOOK 94, PAGES 528-529, TOWNS COUNTY, GEORGIA RECORDS.
SUBJECT TO CURRENT TAXES AND UTILITY RIGHTS OF WAY. 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). PHH MORTGAGE CORPORATION has the duly endorsed Note and is the current assignee of the Security Deed in the property. PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. acting on behalf of the party necessary, in consultation with PHH MORTGAGE CORPORATION (the current beneficiary 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, PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. may be contacted at: PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP., 2001 BISHOPS GATE BLVD., MT. LAUREL, NJ 08054, 800-750-2216. Please note that Pursuant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend the note or 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 4243 TURTLE COVE ROAD, HIAWASSEE, GEORGIA 30546 is/are: TWYLA J. GERMANIA. Pursuant to Rule, 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. Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of TWYLA J. GERMANIA.
The proceeds of said sale will be applied to the payment of said indebtedness, and expenses of said sale and all expenses incident to the execution of this sale, and any balance will be paid to the parties entitled to it.
The debt secured by said Security Deed has been and is wholly in default, and because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, and any matters of record superior to the Security Deed first set out above.
Notice has been given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Jean R Martin and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in the Security Deed. The undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.
Wesley Williams
Attorney in Fact for
Jean R Martin
McCurdy & Candler, LLC.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates: 01-09-2013, 01-16-2013, 01-23-2013, 01-30-2013
File No. 12-02218 /FHLMC/Kacarr
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T,Jan9,16,23,30,6t

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF TOWNS
Under and by virtue of the power of sale contained in a Security Deed from CHATUGE PROPERTIES, LLC to UNITED COMMUNITY BANK, dated January 4, 2010, recorded January 11, 2010, in Deed Book 468, Page 262, Towns County, Georgia records, as last modified by Modification of Security Deed dated January 7, 2011, recorded in Deed Book 486, Page 276, Towns County, Georgia records, said Security Deed being given to secure a note in the principal sum of TITLE PAWN, LLC, with interest from date at a rate per annum fluctuating with an unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia within the legal hours of sale on the first Tuesday in February, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 150, 17th District, 1st Section, Towns County, Georgia 11.811 containing 1.054 acres, more or less, Lot 13, containing 1.166 acres, more or less, Lot 13, containing 1.246 acres, more or less, Lot 14, containing 2.271 acres, more or less, Lot 15, containing 1.622 acres, more or less, Lot 16, containing 1.587 acres, more or less, and Lot 17, containing .901 acres, more or less, of Emerald Cove Subdivision, Phase I as shown on a plat of survey by Northstar Land Surveying Inc., of Cary Kendall, RLS #2798, dated March 19, 2003, revised March 30, 2004 and filed and recorded in Plat Book 34, Page 160, Towns County, Georgia records which description on said plat is incorporated herein by reference.
Subject to all matters and conditions as shown on the above referenced plat of survey.
Subject to the Deed of Easement as filed and recorded in Deed Book 227, Page 475 and in Deed Book 302, Page 479, Towns County, Georgia records.
Subject to the Easement to Blue Ridge Mountain EMC as filed and recorded in Deed Book 293, Page 528-529, Towns County, Georgia records.
Subject to the Declaration of Protective covenants, Conditions & Restrictions and Reservation of Easements for Emerald Cove Subdivision.
The debt secured by said Security Deed has been and is wholly in default, and because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, and any matters of record superior to the Security Deed first set out above.
Notice has been given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Jean R Martin and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in the Security Deed. The undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.
Wesley Williams
Attorney in Fact for
Jean R Martin
McCurdy & Candler, LLC.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
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File No. 12-02218 /FHLMC/Kacarr
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T,Jan9,16,23,30,6t