

# Towns County Herald

## Legal Notices for January 29, 2014

### NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF DAVID C. MURPHY, SR.  
All creditors of the estate of David C. Murphy, Sr., 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 30th day of December, 2013.  
Katherine Disharoon Murphy, Executrix  
3338 Peachtree Road #809  
Atlanta, GA 30326  
(678) 478-1010  
T(Jan8,15,22,29)8

### STATE OF GEORGIA COUNTY OF TOWNS NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF Richard E. Brinkmann, Sr.  
All debtors and creditors of the estate of Richard E. Brinkmann, Sr., deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Executor.  
This 9th day of January, 2014.  
Michael Brinkmann, Executor  
Address: 842 Brookshire Blvd.  
Maryville, TN 37803  
T(Jan15,22,29,Febs)8

### STATE OF GEORGIA COUNTY OF TOWNS NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF Robert Stephen Daniels, Jr.  
All debtors and creditors of the estate of Robert Stephen Daniels, Jr., deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate, according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.  
This 22 day of January, 2014.  
Stephanie Lawson  
2220 Wallace Branch Road  
Plant City, FL 33565  
813-470-0041  
T(Jan29,Febs,12,19)8

### NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF TERRANCE LEE PROFILIO  
All creditors of the Estate of Terrance Lee Profilio, late of Towns County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.  
This 21st day of January, 2014.  
Betty J. Sprinkles  
1145 Sunnyside Road  
Hiawassee, Georgia 30546  
706-896-3954  
T(Jan29,Febs,12,19)8

### APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME

The undersigned hereby certifies that it is conducting a business in the City of Hiawassee, County of Towns, State of Georgia, under the name of Bulletproof Firearms & Gunsmith and that the nature of the business is Retail Store - Internet and Local Retail Gun and Accessories Plus Gunsmithing and that said business is composed of the following LLC: Bane Holding LLC, 727 Lower Bell Creek Road, Hiawassee, Georgia 30546.  
T(Jan22,29)P

### NOTICE (FOR DISCHARGE FROM OFFICE AND ALL LIABILITY) PROBATE COURT OF TOWNS COUNTY

RE: PETITION OF Anne Snyder Bogaert FOR DISCHARGE AS Executor OF THE ESTATE OF Theodore James Bogaert aka Theodore J. Bogaert, DECEASED.  
TO: Joann Mooney:  
This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before February 10, 2014.  
BE NOTIFIED FURTHER: All objections to the petition 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 pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.  
David Rogers  
PROBATE JUDGE  
By: Kerry L. Berron  
PROBATE CLERK/DEPUTY CLERK  
48 River St. Suite C  
Hiawassee, GA 30546  
ADDRESS  
706-896-3467  
TELEPHONE NUMBER  
T(Jan15,22,29,Febs)8

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

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Jeffery Holden and Amanda Holden to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Bank, FSB, its successors and assigns dated January 9, 2009 in the amount of \$126,316.00, and recorded in Deed Book 448, Page 179, Towns County, Georgia Records; as last transferred to Lakeview Loan Servicing, LLC by assignment; the undersigned, Lakeview Loan Servicing, LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in February, 2014, during the legal hours of 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 66, 17th District, 1st Section, Towns County, Georgia containing 0.095 acre, more or less, and being shown as Parcel One (1) on a Plat of Survey by Patterson & Dewar Engineers, Inc., dated March 12, 2002 recorded in Plat Book 27 Page 266 Towns County Records which description on said plat is incorporated herein by reference.  
Parcel ID #: 0008 0648  
which has the property address of 1040 So-shayma Ln, Young Harris, Georgia, together with all fixtures and other personal property conveyed 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(a).  
To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Jeffery Holden and Amanda Holden or tenant or tenants and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.  
Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: M & T Bank 1 Fountain Plaza, 7th Floor Buffalo, NY 14203 Phone Number: (800) 724-1633. The foregoing notwithstanding, nothing in O.C.G.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.  
Lakeview Loan Servicing, LLC  
Attorney in Fact for  
Jeffery Holden and Amanda Holden  
McCurdy & Candler, L.L.C.  
(404) 373-1612  
www.mccurdycandler.com  
Towns County Herald  
Publication Dates:01-08-2014, 01-15-2014, 01-22-2014, 01-29-2014  
File No. 13-05267 /FHA/lawson  
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(Jan8,15,22,29)8

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

By virtue of a Power of Sale contained in that certain Security Deed from TONYA CHERI MCCARTER a/k/a TONYA C. MCCARTER AND JAMES MELVIN MCCARTER, JR. a/k/a JAMES M. MCCARTER, JR. TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR APPALACHIAN COMMUNITY BANK, dated August 23, 2007, recorded August 29, 2007, in Deed Book 414, Page 471-488, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of two Hundred Ten Thousand and 00/100 dollars (\$210,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to U.S. Bank Trust National Association, not in its individual capacity but solely as trustee for MountainView Mortgage II AIV, Trust A, 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, 2014, all property described in said Security Deed including but not limited to the following described property:  
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 35, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BEING SHOWN AS TRACT TWO (2) CONTAINING 2.030 ACRES ON A PLAT OF SURVEY PREPARED BY NORTHSTAR SURVEYING & MAPPING, INC., W. GARY KENDALL, R.L.S. #2788, DATED 09/28/06 AS RECORDED IN PLAT BOOK 36, PAGE 162 TOWNS COUNTY RECORDS, WHICH DESCRIPTION OF SAID PROPERTY IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.  
THE PROPERTY IS CONVEYED SUBJECT TO THE ROAD EASEMENT AS SHOWN ON THE ABOVE REFERENCED PLAT.  
THE PROPERTY IS CONVEYED SUBJECT TO THE RIGHT OF WAY DEED AS RECORDED IN DEED BOOK 69, PAGE 266 TOWNS COUNTY RECORDS.  
SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.  
Said legal description being controlling, however the property is more commonly known as 578 HOGSED RD, HIWASSEE, 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 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 an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect 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; assessments; 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 possession of the property is TONYA CHERI MCCARTER a/k/a TONYA C. MCCARTER AND JAMES MELVIN MCCARTER, JR. a/k/a JAMES M. MCCARTER, JR., or tenants(s).  
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: ROUNDPOINT MORTGAGE SERVICING CORPORATION, Loss Mitigation Dept., 5032 Parkway Plaza Blvd, Charlotte, NC 28217, Telephone Number: 704-426-8621.  
U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR MOUNTAINVIEW MORTGAGE II AIV, TRUST A  
as Attorney in Fact for  
TONYA CHERI MCCARTER A/K/A TONYA C. MCCARTER AND JAMES MELVIN MCCARTER, JR. A/K/A JAMES M. MCCARTER, JR.  
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: Ruben Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092  
Telephone Number: (877) 813-0992 Case No. RIMS-713-08851-2  
Ad Run Dates 01/08/2014, 01/15/2014, 01/22/2014, 01/29/2014  
www.rubencilublin.com/property-listings.php  
T(Jan8,15,22,29)8

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

Because of a default in the payment of the indebtedness secured by a Security Deed executed by D. Bryan Johnson to Mortgage Electronic Registration Systems, Inc. as nominee for Americas First Home Mortgage Co. dated June 16, 2006, and recorded in Deed Book 374, Page 775, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, N.A. by Assignment, securing a Note in the original principal amount of \$284,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, February 4, 2014, during the legal hours of sale, before the Courthouse door in said 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 the 18th District 1st Section, Land Lot 112, of Towns County, Georgia, and being more particularly described as Unit A2 of Mountain Lake Vista, PUD, as shown on a plat of survey by Northstar Land Surveying, Inc., W. Gary Kendall, RLS, dated 3-04-04, and recorded in Plat Book 32, Page 107 of the Towns County Records, said plat being incorporated herein by reference; together with and subject to the rights and obligations of the respective parties and the matters as set forth in that Restated Declaration of Covenants, Conditions and Restrictions for Mountain Lake Vista Planned Unit Development dated theist day of November, 2004, and recorded in Deed Book 324, Pages 511-527 of the Towns County Records.  
Said property is known as 323 Berrong Street, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any.  
Said property will be sold subject to 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, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.  
The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.  
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 secured creditor.  
The property is or may be in the possession of Inherit The Land, LLC, successor in interest or tenant(s).  
Wells Fargo Bank, N.A. as Attorney-in-Fact for D. Bryan Johnson  
File no. 13-043733  
SHAPIRO, SWERTFEGER & HASTY, LLP\*  
Attorneys and Counselors at Law  
2872 Woodcock Blvd., Suite 100  
Atlanta, GA 30341-3941  
(770) 220-2535/KMM  
www.swertfege.net  
\*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
[FC-NOS]  
T(Jan8,15,22,29)8

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

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Arvind Raina and Maninder Kaur to Mortgage Electronic Registration Systems, Inc. as nominee for Provident Funding Associates, L.P. dated August 6, 2009, and recorded in Deed Book 460, Page 636, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, N.A. by Assignment, securing a Note in the original principal amount of \$312,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, February 4, 2014, during the legal hours of sale, before the Courthouse door in said 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 159, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 3.407 ACRES, AND BEING AS TRACT ONE (1) ON A PLAT OF SURVEY BY T. KIRBY AND ASSOCIATES, INC. DATED 02/22/2008, RECORDED IN PLAT BOOK 38, PAGE 118, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.  
THE GRANTOR GRANTS TO GRANTEE A PERPETUAL NONEXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND THE RIGHT TO RUN WATER AND UTILITIES TO THE ABOVE DESCRIBED PROPERTY ALONG THE EASEMENT AS SHOWN ON SAID PLAT, RUNNING FROM VICTORIA WOODS ROAD.  
THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 216, PAGE 602, TOWNS COUNTY GEORGIA RECORDS.  
THE PROPERTY IS ALSO CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD AS PERTAINS TO VICTORIA WOODS SUBDIVISION RECORDED IN DEED BOOK 94, PAGES 130-133 AND DEED BOOK 94, PAGES 207-209, TOWNS COUNTY GEORGIA RECORDS.  
PROPERTY IS CONVEYED SUBJECT TO THAT PERPETUAL WATER RIGHT TO THE SPRING LOCATED ON THE ABOVE DESCRIBED PROPERTY AND THE RIGHT TO RUN THE NECESSARY WATER LINE TO MAINTAIN SAME, ALONG WITH OTHER CONDITIONS AND LIMITATIONS AS RESERVED BY JERRY SANDERS IN DEED BOOK 199, PAGES 505-506, TOWNS COUNTY CLERKS OFFICE.  
Said property is known as 1490 Ada Lane, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any.  
Said property will be sold subject to 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, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.  
The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.  
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 secured creditor.  
The property is or may be in the possession of Arvind Raina and Maninder Kaur, successor in interest or tenant(s).  
Wells Fargo Bank, N.A. as Attorney-in-Fact for Arvind Raina and Maninder Kaur  
File no. 12-037205  
SHAPIRO, SWERTFEGER & HASTY, LLP\*  
Attorneys and Counselors at Law  
2872 Woodcock Blvd., Suite 100  
Atlanta, GA 30341-3941  
(770) 220-2535/KMM  
www.swertfege.net  
\*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
[FC-NOS]  
T(Jan8,15,22,29)8

### 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 BLACKWATER BAIT COMPANY, LLC TO UNITED COMMUNITY BANK, dated April 9, 2007, recorded April 16, 2007, in Deed Book 402, Page 614, Towns County, Georgia records, said Security Deed being given to secure a Note from BLACKWATER BAIT COMPANY, LLC dated April 9, 2007, in the original principal amount of Seventy Five Thousand Four Hundred Forty Four and 50/100 (\$75,444.50) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in February, 2014, the following described property:  
All that certain tract or parcel of land lying and being in Land Lot 24, 17th District, 1st Section of Towns County, Georgia, and being shown as Unit "F" on a plat of survey prepared by Southern Geosystems, LTD, dated December 18, 2006, revised February 13, 2007 and recorded in Plat Book 37, Page 7, Towns County, Georgia records, said plat being incorporated herein by reference for a more complete description of the above described property.  
Also conveyed herewith is a 1/10th undivided interest in and to the common area, said common area being all of Tract 2 "A" on the above referenced plat of survey, less and except Units A-J, as shown on the above referenced plat of survey.  
Subject to all matters as shown on the above referenced plat.  
Subject to Covenants and Restrictions as recorded in Deed Book 202, Pages 134-136, Towns County, Georgia records.  
Subject to Covenants, Restrictions and Easements as recorded in Deed Book 398, Page 427-430, Towns County, Georgia records.  
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).  
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, 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 BLACKWATER BAIT COMPANY, LLC or a tenant or tenants.  
UNITED COMMUNITY BANK,  
as attorney in Fact for BLACKWATER BAIT COMPANY, LLC  
L. Lou Allen  
Sites & Harbison, PLLC  
520 West Main Street  
Blue Ridge, Georgia 30513  
(706) 632-7923  
File No. 7484A-03613  
T(Jan8,15,22,29)8

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

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
Under and by virtue of the Power of Sale contained in a Security Deed given by James A. Pietilla to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AMERICAN BROKERS CONDUIT, dated July 24, 2006, recorded in Deed Book 378, Page 480, Towns County, Georgia records, as last transferred to CITIBANK, N.A. AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSETS TRUST 2006-4, MORTGAGE-BACKED PASS-THROUGH CERTIFICATES SERIES 2006-4 by assignment recorded or to be recorded, Towns County, Georgia records conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED NINETY TWO THOUSAND AND NO/100 DOLLARS (\$192,000.00); with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in February, 2014, the following described property:  
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 157, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.360 ACRES AS SHOWN ON A PLAT OS SURVEY BY TAMROK ASSOCIATES, INC., DATED AUGUST 3, 1995, RECORDED IN PLAT BOOK 20, PAGE 237, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE.  
THE PROPERTY IS CONVEYED SUBJECT TO THE POWER LINE EASEMENT AS SHOWN ON SAID PLAT.  
THE GRANTORS GRANT TO GRANTEE, ALL RIGHT, TITLE AND INTEREST TO THE LAND WHICH LIES BELOW THE 1933 CONTOUR OF LAKE CHATUGE BY EXTENSION OF THE NORTH AND SOUTH LINES.  
ALSO CONVEYED HERewith IS A RIGHT OF INGRESS AND EGRESS OVER THE ROAD AS SHOWN ON SAID PLAT, AND AS SHOWN ON THE PLAT OF SURVEY BY B. GREGORY, DATED 1976, ENTITLED "WARDEN DOVER PROPERTY" AS RECORDED IN PLAT BOOK 4, PAGE 80, TOWNS COUNTY RECORDS RUNNING FROM ROAD FROM SAID 0.41 ACRE TRACT TO GEORGIA HIGHWAY 288.  
UPON ACCEPTANCE OF THIS DEED THE GRANTEE HEREIN COVENANT AND AGREE THAT SAID ROADWAY MAY NOT BE USED AS A MEANS OF INGRESS AND EGRESS TO OTHER PROPERTIES, BUT MAY ONLY BE USED FOR RESIDENTIAL ACCESS TO SAID ABOVE DESCRIBED PROPERTY.  
FURTHER, BY ACCEPTANCE OF THIS DEED, THE GRANTEE COVENANT AND AGREE THAT THE DESCRIBED EASEMENT SHALL BE FOR THE USE AND BENEFIT OF OWNERS OF THE PROPERTY SERVED BY SAID EASEMENT OR THEIR GUEST, AND NOT TO BE USED BY OTHER PERSONS AS AN EASEMENT FOR INGRESS AND EGRESS TO THE 1933 FOOT ELEVATION CONTOUR LINE OF LAKE CHATUGE. IT IS ALSO AGREED AND UNDERSTOOD THAT THE BENEFICIARIES OF THE EASEMENT SHALL SHARE EQUALLY WITH THE GRANTORS ANY EXPENSE MAINTAINING THE SAID EASEMENT.  
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).  
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.  
The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LLC, Attention: Home Retention Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Fax 407-737-5693. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument.  
To the best knowledge and belief of the undersigned, the parties in possession of the property are James A. Pietilla and Kathryn Price Pietilla or a tenant or tenants and said property is more commonly known as 940 Maggie Lane, Hiawassee, GA 30546.  
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.  
CITIBANK, N.A. AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSETS TRUST 2006-4, MORTGAGE-BACKED PASS-THROUGH CERTIFICATES SERIES 2006-4  
As Attorney in Fact for James A. Pietilla Weissman, Nowack, Curry & Wilco, PC  
Attn: Owen Team  
One Alliance Center  
3500 Lenox Road  
Atlanta, GA 30326  
(866) 357-8501  
Our File# 020062  
T(Jan8,15,22,29)8

### 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 Town Plaza, LLC to Bank of Hiawassee dated March 15, 2010, filed March 18, 2010 and recorded in Deed Book 471, Page 363, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as modified by that certain Modification of Security Deed dated March 22, 2013, filed March 25, 2013 and recorded in Deed Book 531, Page 76, aforesaid records (as same may have been further modified from time to time, hereinafter collectively referred to as "Security Deed"); as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records; 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, 2014, the following described real property, to-wit:  
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 111, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, LOCATED IN THE CITY OF HIWASSEE, CONTAINING 1.625 ACRES AS SHOWN ON A PLAT OF SURVEY ENTITLED "SURVEY FOR ANNETTE STOOKEY", PREPARED BY T. KIRBY & ASSOCIATES, INC., DATED 05/07/07 AS RECORDED IN PLAT BOOK 37, PAGE 79 TOWNS COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.  
THE PROPERTY IS CONVEYED SUBJECT TO THE THIRTY-FOOT (30') RIGHT OF WAY OF LAKESIDE DRIVE AND A SIXTY-FOOT (60') RIGHT OF WAY OF U.S. HWY. 76 AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.  
SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.  
PROPERTY IS MORE COMMONLY KNOWN AS 101 SOUTH MAIN STREET, HIWASSEE, GEORGIA 30546.  
The debt secured by the Security Deed is evidenced by a Renewal Note dated March 22, 2013 from Town Plaza, LLC to Park Sterling Bank, in the original principal amount of \$976,571.67, and as the same has been reduced to judgment as evidenced by that certain Default Judgment filed in December 2013, in Civil Action File No. 13-CV-266-RG, in the Superior Court of Towns County, State of Georgia (the Note as reduced to judgment is hereinafter referred to as the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.  
Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the 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 Town Plaza, LLC, 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 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 Town Plaza, LLC.  
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Town Plaza, LLC, and tenants holding under it.  
Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Town Plaza, LLC.  
M. Todd Westfall, Esquire  
Howick, Westfall, McBryan & Kaplan, LLP  
Suite 600, One Tower Creek  
3101 Towercreek Parkway  
Atlanta, Georgia 30339  
(678) 384-7005  
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