Towns County Herald

Legal Notices for April 17, 2013

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Kenneth Westley Pharr
All debtors and creditors of the estate of Kenneth Westley Pharr, 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 28th day of March, 2013.
Douglas Kenneth Pharr,
Executor Representative
1424 Garland Lane
Cumming, GA 30041
T-Apr15,16,17,18

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Juanita Arrowood
All debtors and creditors of the estate of Juanita Arrowood, 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 1st day of April, 2013.
Jerry Arrowood, Executor
161 Mauney Circle
Blairsville, GA 30512
T-Apr15,17,24,May1,8

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Debra N. Rogers
All debtors and creditors of the estate of Debra N. Rogers, deceased of Towns County, Hiawassee, Georgia are hereby notified to render to 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 3th day of April, 2013.
Margaret Lefford, Personal Representative
5948 Airline Road
Oakwood, Georgia 30582
706-897-3344
T-Apr15,17,24,May1,8

NOTICE TO CREDITORS AND DEBTORS
All creditors of the estate of THEODORE GAERT, deceased of Towns County, Hiawassee, 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 3th day of April, 2013.
ANNE SNYDER BOUQUET, Executrix
1051 Bugscuffle Road
Hiawassee, Georgia 30546
T-Apr15,17,24,May1,8

NOTICE OF INTENT TO INCORPORATE
Pursuant to the provisions of the corporation for "Peach State Paint & Body, Inc." will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 862 Edwards Road, Young Harris, GA 30582 and its initial registered agent at the address in Herbert Joseph Teague, II.
T-Apr15,17,29

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 Mortgage Electronic Registration Systems, Inc. as nominee for Lenders Brothers Bank, FSB, dated May 12, 2003 in the amount of $121,800, and recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last assigned to PNC Bank, National Association, successor in interest to National City Mortgage, Inc., formerly known as National City Bank, National Association, successor in interest to National City Mortgage, Inc., formerly known as National City Mortgage Co pursuant to said deed and said indebtedness, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will sell at public outcry to the highest bidder for cash, 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 125, 17th District, 1st Section, Towns County, Georgia, containing 1.00 acres more or less and being Lot Seventeen (17) of Townwood Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1986 recorded in Plat Book 12, Page 180, Towns County Records and shown on a plat of survey by Tamrok Associates, Inc., dated June 16, 1997, recorded in Plat Book 21 Page 272 Towns County records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress in the above described property across the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A. The property is conveyed subject to a perpetual ingress and egress easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County records.
Subject to the property address of 6097 Mill Road, 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; (2) to the final confirmation and audit of the sale by 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 also given, in writing and by certified mail, return receipt requested, to the borrowers, at the 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 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.
Nationstar Mortgage LLC
Attorney in Fact for
Mick C. Youngblood
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates: 04-10-2013, 04-17-2013, 04-24-2013, 05-01-2013
File No. 11-005644 /CONV/Isoymore
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-Apr15,17,24,May1,8

NOTICE
PROBATE COURT OF TOWNS COUNTY
STATE OF GEORGIA
Pursuant to O.C.G.A. Duane to probate in solemn form the will of Cecelia R. Bibby, deceased, and the letters of administration with will annexed, upon which an order for service was granted by this court on April 1st, 2013.
To: Sandra Alice Sheeth, Gary Wayne Sheeth and Steven G. Sheeth. All interested parties and all and singular the heirs of said decedent, and the beneficiaries of said decedent will, and to whom it may concern: This is to notify you the objections, if have any, to the above referenced petition, in this Court within ten days (10) days.
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 request to be declared indigent. Contact probate court personnel at the following address/phone 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 hearing.
David Rogers, Probate Judge
By: Bonnie Sue Dixon, Probate Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T-Apr15,17,24,May1,8

IN THE SUPERIOR COURT
OF TOWNS COUNTY
STATE OF GEORGIA
Rachel S. Johnson, Plaintiff
v.
Robert E. Johnson, Defendant
Case No: CV-492-3
NOTICE
To: Robert E. Johnson, 324 Red Bird Lane, Hayesville, NC 28904
Notice is hereby served for service by publication dated the 25th day of March, 2013, you are hereby notified that on the 25th day of March, 2013, Rachel S. Johnson filed suit against you for divorce. You are required to file with the Towns County Clerk of the Superior Court, and to serve upon Plaintiff's Attorney, William K. Mercer, JR, 101 S. Main St., Blairsville, Georgia, GA 30546 an answer in writing within sixty (60) days of the 25th day of March, 2013 or take default order of publication.
This 25th day of March, 2013.
Honorable Raymond O. George,
Superior Court Judge Enotah Circuit
Date this 25th day of March 2013
Cecil Dye,
Clerk of Superior Court
48 River Street, Suite E
Hiawassee, GA 30546
T-Apr15,17,24,May1,8

NOTICE OF SERVICE OF
PROCESS BY PUBLICATION
State of Georgia
Superior Court of Towns County,
Civil Action No. 12-CV-352 RG
Great Northern Insurance Company a/k/a Stuart and Kristin Sampson, Plaintiff's Petition date January 31, 2013: You are hereby notified that Great Northern Insurance Company a/k/a Stuart and Kristin Sepernan filed a suit against you for damages in the Superior Court of Towns County, Georgia, on November 27, 2012. You are required to file with S. Woodhouse, Esq., 260 Peachtree Street, N.W., Suite 1400, Atlanta, GA 30303, an Answer in writing within Sixty (60) days of the date of the order for service by publication. If you fail to do so the party seeking the designated relief will apply to the court for the relief sought.
This 7th day of March, 2013
This Notice bears teste in the name of Honorable Raymond O. George.
Cecil Dye, Clerk of Superior Court
Towns County
T-Apr15,17,24,May1,8

PUBLIC ADVISORY
GEORGIA LAKE DAM REPAIR
This advisory is issued to inform the public of a proposed dam repair project. The project is submitted pursuant to a state environmental permit. The project will be completed during the 30-day period on the proposed project. Since the EPD has no authority to zone property or determine land use, only those comments and recommendations or issues related to air, water, and land protection will be considered in the application review process.
The applicant proposes to impact 166 linear feet of an impoundment along Jim Hightower Creek to repair the existing dam's toe that has deteriorated and must be replaced. The existing principal spillway will be replaced with a duckbill system, raising the crest of the dam by 0.5 feet and clearing the trees off the back slope of the dam. The project is located approximately 8.3 miles southeast on US 76 from the city of Hiawassee.
The public may review site plans for the proposed project at the office of Carter Engineering Consultants, 1551 Jennings Mill Road, Building 500 Suite B, Bogart, GA 30622. Email contact may be made to Brian Kimsey, P.E. at brian@cartereng.net.
Written comments should be submitted to: Program Manager, NonPoint Source Program, Erosion and Sedimentation Control, Environmental Protection Division, 4220 Jenkins, GA 30354.
T-Apr15,17,24,May1,8

NOTICE TO THE PUBLIC
YOU ARE HEREBY NOTIFIED that there will be heard before the Judge presiding in the Superior Court of Towns County, Georgia, on the 28th day of April, 2013 at 1:30 P.M. at the Courthouse of the Superior Court of Towns County in the City of Hiawassee, Georgia, the case of the State of Georgia v. City of Hiawassee, Georgia, Civil Action No. 13-CV-00 55, the same being a proceeding to confirm and validate the issuance of the City of Hiawassee, Georgia Water and Sewer Revenue Bond, Series 2012 in a principal amount of $996,000 (the "Series 2012 Bond"). The Series 2012 Bond is being issued by the City of Hiawassee, Georgia (the "City") for the purpose of providing funds to (a) finance, together with other funds available or to be made available, the cost of acquiring, constructing and installing certain extensions and improvements (the "Series 2012 Project") to a municipal water and sewerage system owned and operated by the City, (b) refund the loan or loans incurred by the City in order to finance the cost of the Series 2012 Project prior to the issuance of the Series 2012 Bond and (c) pay the costs of issuance of the Series 2012 Bond.
Pursuant to O.C.G.A. Section 36B2100, the City hereby notifies all interested parties that no independent performance audit or performance review (the "Independent Audit") has been conducted with respect to the Series 2012 Bonds. However, the City will ensure that the proceeds of the Series 2012 Bonds are expended efficiently and economically as intended by the Independent Audit Requirement.
Any citizen of the State of Georgia residing in Towns County, or any other person wherever residing, who has a right to object, may intervene and become a party to these proceedings.
This the 8 day of April, 2013.
Clerk, Superior Court
Towns County, Georgia
T-Apr15,17,18

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
By virtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from MICHAEL L. LAND AND MICHOE("Grantor") to BARBARA L. DEYOUNG ("Grantee"), dated June 2, 2003, recorded June 4, 2003, in Deed Book 274, Pages 267-270 of Towns County, Georgia records; last assigned to James Curry in Deed Book 403, Page 782, Towns County, Georgia records, said Security Deed being given to secure a note of even date in the original principal amount of Ninety Seven Thousand Four Hundred Dollars and No/100 Dollars ($97,256.61), with interest from date at the rate provided in said note, payable in accordance until paid. Whereas the debt secured by said Security Deed is past maturity, has become in default as to the principal and interest due thereon, and the holder has declared the entire indebtedness as once, and demand has been made for payment, pursuant to the terms, provisions, and conditions of said Security Deed and said note and the loans in such cases made and provided, will sell at public outcry to the highest bidder for cash before the Courthouse door in Towns County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following described real property to wit:
All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 15 of Towns County, Georgia, containing 0.909 acres, and being Lot 30 of Hideaway Point Subdivision, as shown on a plat of survey by Ronald L. Kirkland & Associates, Ronald L. Kirkland, dated 2-28-92, and recorded in Plat Book 14, Page 18 of the Towns County Records, said plat being incorporated herein by reference. Also, conveyed herein is the exclusive right of access thereto and other rights pertaining thereto as set forth in the restrictive covenant running with the land dated 12-1-92 of Towns County Records, Page 383-385 of the Towns County Records, the above and foregoing to which reference. The above described lot is conveyed subject to all restrictions, covenants, easements, and conditions of record, including the subdivision of Hideaway Point, dated 2-28-92, of record in Plat Book 14, Page 18 and 382-384 of the Towns County Records; and subject to a perpetual easement for ingress and egress over, above and across the roadways, as shown on said plat, the subdivision roads within Hideaway Point Subdivision; and subject to the electric power utility easements granted to the Blue Ridge Mountain Electric Membership Corporation dated 2-7-90, and recorded in Deed Book 149, Page 614, Towns County Records.
Property address: 2620 Hy-Top Rd., Young Harris, GA 30582
The debt secured by the Security Deed has been and is hereby declared due because default has occurred in the payment of the failure to comply with the terms of 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, providing proceeds to the Secured Creditor, notice of intent to collect attorneys' fees has 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 easements, leases, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set forth in the Deed.
To the best knowledge and belief of Grantee, the above described property is in possession of Michael L. Land and Michoe Land, or tenants, and is not subject to the outstanding ad valorem taxes and/or assessments, if any.
James Curry
As Attorney in Fact for
Michael L. Coe and Janice M. Coe
www.mccurdycandler.com
T-Apr15,17,24,May1,8

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Mark Joseph Gelsomino to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LLC, its successors and assigns dated March 2, 2004 in the amount of $126,000.00, and recorded in Deed Book 299, Page 483, re-recorded in Deed Book 302, Page 294, Towns County, Georgia Records; as last transferred to Bank of America, N.A. by assignment; the undersigned, Nationstar Mortgage 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 sell at the 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 177, 17th District, 1st Section, Towns County, Georgia, containing 1.00 acres more or less and being Lot Seventeen (17) of Townwood Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1986 recorded in Plat Book 12, Page 180, Towns County Records and shown on a plat of survey by Tamrok Associates, Inc., dated June 16, 1997, recorded in Plat Book 21 Page 272 Towns County records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress in the above described property across the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A. The property is conveyed subject to a perpetual ingress and egress easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County records.
Subject to the property address of 6097 Mill Road, 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; (2) to the final confirmation and audit of the sale by 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 also given, in writing and by certified mail, return receipt requested, to the borrowers, at the 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 Mick C. Youngblood 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.
Nationstar Mortgage LLC
Attorney in Fact for
Mick C. Youngblood
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates: 04-10-2013, 04-17-2013, 04-24-2013, 05-01-2013
File No. 11-005644 /CONV/Isoymore
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-Apr15,17,24,May1,8

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Michael W Morris to Mortgage Electronic Registration Systems, Inc. as nominee for Lenders Brothers Bank, FSB, its successors and assigns dated March 29, 2002 in the amount of $74,000.00, and recorded in Deed Book 403, Page 782, Towns County, Georgia records; as last transferred to Nationstar Mortgage, LLC by assignment; the undersigned, Nationstar Mortgage, 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 sell at the 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 1.00 acres more or less and being Lot Seventeen (17) of Townwood Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1986 recorded in Plat Book 12, Page 180, Towns County Records and shown on a plat of survey by Tamrok Associates, Inc., dated June 16, 1997, recorded in Plat Book 21 Page 272 Towns County records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress in the above described property across the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A. The property is conveyed subject to a perpetual ingress and egress easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County records.
Subject to the property address of 6097 Mill Road, 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; (2) to the final confirmation and audit of the sale by 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 also given, in writing and by certified mail, return receipt requested, to the borrowers, at the 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 Michael W Morris 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.
Nationstar Mortgage LLC
Attorney in Fact for
Michael W Morris
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates: 04-10-2013, 04-17-2013, 04-24-2013, 05-01-2013
File No. 11-005644 /CONV/Isoymore
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-Apr15,17,24,May1,8

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Michael W Morris to Mortgage Electronic Registration Systems, Inc. as nominee for Lenders Brothers Bank, FSB, its successors and assigns dated March 29, 2002 in the amount of $74,000.00, and recorded in Deed Book 403, Page 782, Towns County, Georgia records; as last transferred to Nationstar Mortgage, LLC by assignment; the undersigned, Nationstar Mortgage, 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 sell at the 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 177, 17th District, 1st Section, Towns County, Georgia, containing 1.00 acres more or less and being Lot Seventeen (17) of Townwood Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1986 recorded in Plat Book 12, Page 180, Towns County Records and shown on a plat of survey by Tamrok Associates, Inc., dated June 16, 1997, recorded in Plat Book 21 Page 272 Towns County records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress in the above described property across the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A. The property is conveyed subject to a perpetual ingress and egress easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County records.
Subject to the property address of 6097 Mill Road, 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; (2) to the final confirmation and audit of the sale by 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 also given, in writing and by certified mail, return receipt requested, to the borrowers, at the 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 Michael W Morris 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.
Nationstar Mortgage LLC
Attorney in Fact for
Michael W Morris
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates: 04-10-2013, 04-17-2013, 04-24-2013, 05-01-2013
File No. 11-005644 /CONV/Isoymore
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-Apr15,17,24,May1,8

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 ROBERT J. CRAIG, JR. and ALLEEN CRAIG to UNITED COMMUNITY BANK, dated July 23, 2003, recorded July 23, 2003, in Deed Book 274, Page 100, Towns County, Georgia records, as last modified by Modification of Security Deed dated April 17, 2008, recorded in Deed Book 431, Page 103, Towns County, Georgia records; also that certain Assignment of Rents dated July 23, 2003, recorded in Deed Book 279, Page 112, Towns County, Georgia records, said Security Deed being given to secure a Note from R & A INVESTMENTS, INC., ROBERT J. CRAIG, JR. AND ALLEEN J. CRAIG dated April 17, 2008, in the original principal amount of Six Hundred Eight Thousand and 00/100 ($608,000.00) 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 of Towns County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following described property:
All that tract or parcel of land lying and being in the 18th District, 1st Section, Towns County, Georgia, containing 0.25 acres, Tract 4 being Lot 3 of Rabun Gap Estates, Inc., Tract 4, 0.25 acres more or less, as shown on plat of survey prepared for Robert J. Craig, Jr. by Thomas Alexander, RLS #2653, dated June 11, 2002, a copy of which plat is dated 20 as recorded in Plat Book 35, Page 54, Towns County, Georgia Plat Records, said property on said plat is incorporated herein by reference and made a part hereof.
Subject to all matters as shown above and recorded thereon.
Property is conveyed subject to powerline easement to Georgia Power.
Property is conveyed subject to sewer easement to Towns County, Georgia in Plat Book 14, Page 126, Towns County, Georgia Records.
Property is conveyed subject to that certain restrictive covenant by and between Bailey Rouse and Karen Campbell to Anchor Rode Condominium Homeowners Association, Inc. as recorded in Deed Book 344, Pages 502-504, Towns County, Georgia records.
Property below the 1933 contour line of Lake Blue Ridge Reservoir is conveyed subject to a flowage easement in favor of TVA.
Property is conveyed subject to easement reserved to maintain existing boat dock and to access the property from the lake boundary line of Tract 4, as reserved in Deed Book 344, Pages 502-504, Towns County, Georgia Records.
Property is conveyed subject to that certain covenant running with the land as recorded in Deed Book 344, Pages 499-500, which states that grantee shall not construct a boat dock within 60 feet of the Southern boundary line of Tract 4, as shown on the above referenced plat thereby preserving Anchor Rode Condominium Homeowners Association, Inc. no less than a 60 foot buffer zone between the Anchor Rode Condominium Homeowners Association, Inc. the existing boat dock.
which has the property address of 125 Longshore Lane, Hiawassee, 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; (2) to the final confirmation and audit of the sale by 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 also given, in writing and by certified mail, return receipt requested, to the borrowers, at the 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 ROBERT J. CRAIG, JR. and ALLEEN J. CRAIG 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.
Bank, National Association
Attorney in Fact for
Thomas DiGenio and Marie Mocerri
McCurdy & Candler, L.L.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates: 04-10-2013, 04-17-2013, 04-24-2013, 05-01-2013
File No. 13-01605 /CONV/Isoymore
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-Apr15,17,24,May1,8

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Under and by virtue of the Power of Sale contained in that Deed to Secure Debt from Lowell Barrett to Bank of Hiawassee, dated Sept 25, 2005, and recorded in Deed Book 486, Page 790, Towns County, Georgia; as assigned to Citizens South Bank in that certain Assignment and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid record; as last modified from time to time, collectively hereinafter "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 May, 2013, the following described real property, to wit:
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 155, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 1.24 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY B. GREGORY COUNTY SURVEYOR, DATED MARCH 1984 RECORDED IN PLAT BOOK 9, PAGE 20, TOWNS COUNTY GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE.
KNOWN AS: 1687 HWY 76, AKA 1687 FOGGY BOTTOM ROAD, AKA 1687 HWY 76, AKA 1687 FOGGY BOTTOM ROAD, HIAWASSEE, GA 30546
The debt secured by the Security Deed is evidenced by a Note, dated Sept 25, 2005, from Lowell Barrett to Bank of Hiawassee in the original principal amount of $179,685.00, as assigned to Citizens South Bank; as the same has been reduced to a Judgment as evidenced by that certain Judgment and Judgment Lien dated 12-12-2011 in Civil Action File No. 12-CD-220-MM, in the Superior Court of Towns County, State of Georgia (the Note as reduced to the Judgment is hereinafter referred to as the "Note"); plus interest from date on the unpaid principal 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; 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 Lowell Barrett aka Lowell Barrett Mull, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of sale, all as provided in said Note and Security Deed. The sale shall be subject to all matters of record, including but not limited to taxes and/or assessments, if any; possible rights of parties in possession of the Property; Service, if any; and all prior assessments, encumbrances, restrictions, and matters of record.
To the best of the undersigned's knowledge and belief, the real property is presently owned by Lowell Barrett aka Lowell Barrett Mull.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Lowell Barrett aka Lowell Barrett Mull, and tenants holding under her.
Park Sterling Bank, successor by merger to Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Lowell Barrett aka Lowell Barrett Mull.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
T-Apr15,17,24,May1,8

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 Lowell Barrett to Bank of Hiawassee, dated September 22, 2006, and recorded in Deed Book 511, Page 1004, Towns County of the Clerk of the Superior Court of Towns County, Georgia, as assigned to Citizens South Bank in that certain Assignment and of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid record (as the 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 May, 2013, the following described real property, to wit:
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 55, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 1.24 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY DONE BY B. GREGORY COUNTY SURVEYOR, DATED MARCH 1984 RECORDED IN PLAT BOOK 9, PAGE 20, TOWNS COUNTY GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE.
KNOWN AS: 1687 HWY 76, AKA 1687 FOGGY BOTTOM ROAD, HIAWASSEE, GA 30546
The debt secured by the Security Deed is evidenced by a Note, dated Sept 22, 2006, from Lowell Barrett to Bank of Hiawassee in the original principal amount of $40,000.00, as assigned to Citizens South Bank; as the same has been reduced to a Judgment as evidenced by that certain Default Judgment entered February 7, 2013 in Civil Action File No. 12-CD-200-MM, in the Superior Court of Towns County, State of Georgia (the Note as reduced to the Judgment is hereinafter referred to as the "Note"); plus interest from date on the unpaid principal 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; 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 Lowell Barrett, the proceeds to be applied to the payment of said indebtedness, attorney 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: Real Estate taxes and/or assessments, if any; possible rights of parties in possession of the Property; and all prior assessments, encumbrances, restrictions, and matters of record.
To the best the undersigned's knowledge and belief, the real property is presently owned by Lowell Barrett.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Lowell Barrett, and tenants under her.
Park Sterling Bank, successor by merger to Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Lowell Barrett.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
T-Apr15,17,24,May1,8

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 Lowell Barrett to Bank of Hiawassee, dated September 22, 2006, and recorded in Deed Book 511, Page 1004, Towns County of the Clerk of the Superior Court of Towns County, Georgia, as assigned to Citizens South Bank in that certain Assignment and of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid record (as the 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 May, 2013, the following described real property, to wit:
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 55, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 1.24 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY DONE BY B. GREGORY COUNTY SURVEYOR, DATED MARCH 1984 RECORDED IN PLAT BOOK 9, PAGE 20, TOWNS COUNTY GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE.
KNOWN AS: 1687 HWY 76, AKA 1687 FOGGY BOTTOM ROAD, HIAWASSEE, GA 30546
The debt secured by the Security Deed is evidenced by a Note, dated Sept 22, 2006, from Lowell Barrett to Bank of Hiawassee in the original principal amount of $40,000.00, as assig