## Towns County Herald

Legal Notices for April 24, 2013

NOTICE TO DEBTORS AND CREDITORS

NOTICE

PROBATE COURT OF TOWNS COUNTY

RE: Petition of Patricia A. Queen to probate in solemn form the will of Cecelia R. Bibby, deceased, and for letters of administration

with will annexed, upon which an order for service was granted by this court on April 8, 2013.

o, 2013. TO: Sandra Alice Sleeth, Gary Wayne Sleeth and Steven G. Sleeth, All interested parties and all and singular the heirs of said dece-

dent, the beneficiaries under the purported will, and to whom it may concern: This is to notify you to file objection, if there is any, to

the above referenced petition, in this Court on or before May 15, 2013. BE NOTIFIED FURTHER: All objections to the

petition must be in writing, setting forth the grounds of any such objections. All plead-ings/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: Bonnie Sue Dixon, Probate Clerk

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 29th day of March, 2013.

Douglas Kenneth Pharr Personal Representative 1424 Garland Lane Young Harris, GA 30582 T(Apr3,10,17,24)B

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. Herbert E. Arrowood, Executor 161 Mauney Circle Blairsville, GA 30512

**NOTICE TO CREDITORS AND DEBTORS** All creditors of the estate of Debra N. Rog-ers, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned accord-ing to law; and all persons indebted to said estate are required to make immediate

payment to the undersigned. This 3rd day of April, 2013. Bruce L. Ferguson, Attorney for Jerry Rogers Administrator of the Estate of Debra N. Rogers PO Box 524 Hiawassee, GA 30546 706-896-9699 T(Apr10,17,24,May1)B

**NOTICE TO CREDITORS AND DEBTORS** STATE OF GEORGIA

**COUNTY OF TOWNS** RE: Estate of Mary Lou Reich All creditors of the estate of Mary Lou Re-ich, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned accord-ing to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This 12th day of April, 2013. William K. Mercer, Jr., Attorney at Law,

Person Representative PO Box 310 Hiawassee, GA 30546 706-896-2241

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

RE: Estate of Donald G. Chesebro All creditors of the estate of Donald G. Chesebro, deceased of Towns County, Hiawassee, Georgia 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 imme-diate payment to the undersigned. This 17th day of April, 2013. Ruthanne A. Chesebro Person Representative 4222 Ridgecrest Trail Hiawassee, GA 30546 Gayle Gaziamo, Attorney for Estate

PO Box 767 Hiawassee, GA 30546 T(Apr24, May1, 8, 15) B NOTICE TO CREDITORS AND DEBTORS COUNTY OF TOWNS

RE: Estate of Elton Don Ledford All creditors of the estate of Elton Don Ledford, deceased of Towns County, Hiawas-see, Georgia 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 immedi-ate payment to the undersigned.

This 11th day of April, 2013. Margaret Ledford, Personal Representative 5948 Airline Road Young Harris, Georgia 30582 706-897-3344 **NOTICE TO CREDITORS AND DEBTORS** 

NOTICE TO CREDITORS AND DEBIORS
All creditors of the estate of THEODORE
JOHN BOGAERT, A.K.A. THEODORE J. BOGAERT, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned ac-cording 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 BOGAERT, Executrix 1051 Bugscuffle Road Hiawassee, Georgia 30 Hiawassee, Georgia 30546 T(Apr10,17,24,May1)B

NOTICE OF SALE LINDER 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. dat-ed May 12, 2003 in the amount of \$121,800, and recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred to PNC Bank, National Asso-ciation, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co by assignment; the undersigned, PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to Nation-al City Mortgage, Inc., formerly known as National City Mortgage Co pursuant to said deed and the note thereby secured, has de-clared the entire amount of said indebted-ness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in May, 2013 , 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 125, 17th District, 1st

2.413 acres as shown on a plat of survey by Tamrok Associates, Inc., dated 9/24/99, recorded in Plat Book 24, Page 164, Towns County Records which description on said plat is incorporated herein by reference.
The property is subject to the overhead power lines and power pole as shown on which has the property address of 1988 Barrett Rd, Hiawassee, Georgia., together with all fixtures and other personal prop-

Section, Towns County Georgia, containing

erty 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 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 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 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. PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as Na-tional City Mortgage Co

Attorney in Fact for Derek D Taylor and Mary Ann W Taylor McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald Publication Dates: 03-06-2013, 03-13-2013,

03-20-2013, 03-27-2013, 04-03-2013, 04-10-2013, 04-17-2013, 04-24-2013, 05-01-File No. 12-06123 /FHA/Ilawsor THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 GEORGIA, TOWNS COUNTY PROBATE

In Re: Estate of Lucy Maria Brana, De-

Estate No. 2013-18
Petition For Letters of Administration TO: Any heir whose current address is un-

Glenn William Hornor has petitioned to be appointed Administrator(s) of the estate of Lucy Maria Brana, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before May 15, 2013. 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: Bonnie Sue Dixon, Probate Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA Rachel S. Johnson, Plaintiff

Robert E. Johnson, Defendant Case No: 13-CV-80-RG

To: Robert E. Johnson, 324 Red Bird Lane, Hayesville, NC 28904 By order of the court for service by publica-tion 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 Street, Suite 3, Hiawassee, GA 30546 an answer in writing within sixty (60) days of the 25th day of March 2013 or date of order of Witness the Honorable Raymond D. George, Superior Court Judge Enotah Circuit Date this 25th Day of March 2013

Cecil Dye Towns County Clerk of Superior Court 48 River Street, Suite E Hiawassee, GA 30546

**NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY

By virtue of Power of Sale contained in Deed

to Secure Debt ("Security Deed") from MI-CHAEL L. COE AND JANICE M.COE ("Grantor") to BARBARA L. DEYOUNG ("Grantee"), dated June 2, 2003, recorded June 4, 2003 in Deed Book 274, Pages 635-636, Towns County, Georgia Records, last assigned to James Curry in Deed Book 522, Page 143, 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 Two Hundred Fifty Six and 61/100 Dollars (\$97,256.61), with interest from date at the rate as pro vided therein on the unpaid balance until paid. Whereas the debt secured by the said deed to secure debt aforesaid has become in default as to the principal and interest and the holder thereof has declared the entire indebtedness as once, immediately due and payable; now, therefore, pursuant to the terms, provisions, and conditions of the aforesaid deed to secure debt and the laws in such cases made and provided for, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Hiawassee, 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, RLS, dated 02-28-90, and recorded in Plat Book 14, Page 18 of the Towns County Records, said plat be-ing incorporated herein by reference. Also, conveyed herein is the exclusive right of access thereto and other rights pertaining thereto as set forth in an easement and covenant running with the land dated 12-1-94, and recorded in Deed Book 131, Pages 383-385 of the Towns County Records, the same being incorporated herein by reference. The above described lot is con-veyed subject to and together with those covenants, restrictions, easements, reservations, terms and conditions governing the subdivision of Hideaway Point, dated 2-28-90, and recorded in Deed Book 101, Pages 382-384 of the Towns County Records; and subject to and together with the right of ingress and egress over, above and across the 50 foot wide road rights of way for the subdivision roads within Hideaway Point Subdivision; and subject to the electric power utility easements granted to the Blue Ridge Mountain Electric Membership

been and is hereby declared due because of, among other possible events of default, failure to comply with the terms of the Note and Security Deed. The debt remaining in default, this sale will be made for the pur-pose of paying the same and all expenses of this sale, including attorneys' fees (no-tice of intent to collect attorneys' 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

Corporation dated 2-7-90, and recorded in Deed Book 101, Pages 60-62 of the Towns

Property Address: 2620 Hy-Top Rd., Young

The debt secured by the Security Deed has

County Records.

Harris, GA 30582

payable), any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out

To the best knowledge and belief of Grant-ee, the above described property is in the possession of Michael L. Coe and Janice M. Coe, or a tenant or tenants, and will be sold 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 NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Mick C. Youngblood to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, its successors and assigns dated March 25, 2004 in the amount of \$128,000.00, and recorded in Deed Book 299, Page 483; re-recorded at Deed Book 300, Page 294, , 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 on the first Tuesday in May, 2013 , during the le-gal 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 137, 17th District, 1st Section, Towns County, Georgia, containing 0.846 acres and being Lot Seventeen (17) of Townsend Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1996 recorded in Plat Book 19, Page 189, Towns County Records and shown on a plat of survey by Tamrok Associates, Inc., dated June 18, 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 to the above described property along the roads as shown on said plat. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A attached to the Warranty Deed recorded at Deed Book 176, Page 772. The property is conveyed subject to the power line easement to Blue Ridge Mountain Elec-tric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County

which has the property address of 6097 Mill Road, Young Harris, Georgia., together with all fixtures and other personal prop-erty conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, 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 Notice has been given of intention to col-lect 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 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 se-cured 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 pur-chaser 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 04-24-2013, 03-01-2013
File No. 11-06544 /CONV/Iseymore
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(Apr10,17,24,May1)B

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

Ronald D. Schmehr and Sunday Schmehr to AgGeorgia Farm Credit, ACA dated April 15, 2011 and filed and recorded April 18, 2011, in Deed Book 493, Pages 329-335, Towns County, Georgia, Superior Court Clerk's Office Deed records conveying the after described property to secure a note with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the Courthouse door in Towns County, Georgia, within the legal hours of sale upon the first Tuesday in May, 2013 (May 7, 2013) and continuing from day to day until sold, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots 190, 191, 206 & 207, 17th District, 1st Section of Towns County, Georgia, being Lot 3 of Eagles Chase Sub-division, containing 1.00 acres more or less as shown on plat recorded in Plat Book 37, Pages 17-18, Towns County, Georgia The property is conveyed subject to all matters shown on the plat of survey refer-The property is conveyed subject to Decla-

ration of Restrictions, Limitations and Covenants Running With the Land, dated December 13, 2006, filed December 18, 2006, recorded in Deed Book 392, pages 305-310, and Declaration of Restrictions recorded at Deed Book 287, Pages 116-117, Towns

County, Georgia records.
Property is conveyed subject to Easement to Blue Ridge Mountain Electric Membership Corporation, dated July 13, 2006, filed July 14, 2006 and recorded in Deed Book 377, Pages 354-358, and BRMEMC easement recorded at Deed Book 289, Page 146 Towns County, Georgia records.

Property is conveyed with and subject to a perpetual non-exclusive easement of in-

, egress and utilities over and across the roadways shown on a plat of survey recorded at Plat Book 35, Page 33-34 and over the subdivision roads shown on the plat of survey recorded at Plat Book 37, Pages 17-18, Towns County, Georgia records. The property is conveyed subject to and together with the terms, conditions, easements, restrictions and covenants contained in the Water Service Provision and System Maintenance and Repair Agreement and Easement as recorded at Deed Book 493, Page 42-48, Towns County, Geor-

gia records. Including any and all structures or improvements thereon.

The debt secured by said Deed to Secure Debt is evidenced by a Fixed Rate Note dated April 15, 2011, in the original prin-cipal amount of Twenty-Three Thousand Three Hundred Thirty-Seven Dollars and 50 Cents (\$23,337.50) executed by Ronald D. Schmehr and Sunday Schmehr in favor of AgGeorgia Farm Credit, ACA. The debt secured by the Deed to Secure Debt and evidenced by the Fixed Rate Note 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 Fixed Rate Note and Deed to Secure Debt. The debt remains in default and 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).
The property will be sold as the property of Ronald D. Schmehr and Sunday Schmehr. To the best of knowledge and belief of the undersigned, the party (or parties) in possession of the subject property known as Lot 3, Eagle Chase Subdivision, Young Har-ris, Georgia 30582 are Ronald D. Schmehr and Sunday Schmehr, and or their tenant,

Said property will be sold subject to (a) any outstanding ad valorem taxes (includ-ing 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 Se-

cure 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; (2) 0.C.G.A. § 9-13-172.1; and (3) final confirmation and audit of the status of the loan with the holder of the security deed.
Pursuant to 0.C.G.A. § 9-13-172.1, which
allows for certain procedures regarding the

rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirma-tion and audit of the status of the loan as provided in the preceding paragraph. Ronald D. Schmehr and Sunday Schmehr have been notified in accordance with Georgia Law that attorney's fees will be collected for the default in payment of said Fixed Rate Note, and has been further notified in accordance with 0.C.G.A. § 44-14-162 through § 44-14-162.4 that foreclosure proceedings have been instigated against this property by sending a copy of the legal advertisement prior to 30 days before the date of sale, by certified mail to the property address or such other address as Ronald D. Schmehr and Sunday Schmehr may designate by written notice to the secured creditor. The person who shall have full authority to negotiate, amend, and modify all terms of the Deed to Secure Debt with Ronald D. Schmehr and Sunday Schmehr, together with their telephone number is as follows: AgGeorgia Farm Credit, ACA, 468 Perry Parkway, PO Box 1820, Perry, Georgia 31069-1820; (478) 987-8300. The property will be sold as the property of the makers of said Deed to Secure Debt or their assigns, in bar of all equity or redemption, and will divest all of the right, title and

signs, in and to said property, and shall invest such title in the purchaser.

The proceeds of said sale will be used first to the payment of expenses of said sale, including those attorney's fees provided by said Deed to Secure Debt and/or that Note secured thereby; the payment of said Fixed Rate Note, principal and interest; and the balance, if any, will be distributed as provided by law. This is an attempt to collect a debt; any information obtained will be USED FOR THAT PURPOSE

interest of the makers thereof, or their as-

and Sunday Schmehr Acting Pursuant To Powers Contained In Said Deed To Secure Debt By: R. Shane Lazenby P.O. Box 1688 Gainesville, Georgia 30503

AgGeorgia Farm Credit, ACA
Attorney in Fact for Ronald D. Schmehr

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER
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 279, Page 100, Towns County, Georgia records, as last modified by Modification of Security Deed dated April 17, 2008, recorded in Deed Book 431, Page 520, Towns County, Georgia records; also that certain Assignment of 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 E. CRAIG dated April 17, 2008, in the original principal amount of Two Hundred Eight Thousand and 00/100 (\$208,000.00) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until 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 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 0.51 acre, and being more particularly described as Tract 1, as shown on a plat of survey entitled "Survey for Dale Thurman", prepared by Tamrok Engineering, Inc., Tommy J. Phil-lips, RLS, dated 7/4/91, and recorded in Plat Book 15, Page 187 of the Towns County re-cords, said plat being incorporated herein by reference.

Also conveyed herein is all of the Grantors right, title and interest to that land lying between the centerline of State Highway 75 and the southern line of the above de-scribed tract, subject to the highway right of way; and a 20 foot wide right of way for ingress and egress to and from the above described property to State Highway 75, over, above and across the 20 foot wide right of way adjoining the Eastern line of the aforedescribed tract as shown on said plat of survey, and which is known as Thur-The debt secured by said Security Deed has been and is hereby declared due be-

cause 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 ROBERT J. CRAIG, JR. and ALLEEN CRAIG or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for ROBERT J. CRAIG, JR. and ALLEEN CRAIG L. Lou Allen Stites & Harbison, PLLC 520 West Main Street

Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03475 T(Apr10,17,24,May1)B **NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed

executed by Thomas DiCanio and Marie Moceri to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc., its successors and assigns dated February 9, 2007 in the amount of \$392,000.00, and recorded in Deed Book 396, Page 633, Towns County, Georgia Records; as last transferred to PNC Bank, National Association by assignment; the undersigned, PNC Bank, National Asso-ciation pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and pay-able and pursuant to the power of sale con-tained in said deed, will on the first Tuesday in May, 2013, 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 All that tract or parcel of land lying and be-

ing in Land Lots 99 and 100, 18th District, 1st Section, Towns County, Georgia and be-ing Lot 1, containing 1.500 acres, Hightower Ridge Subdivision, as per plat of survey by Landtech Services, Inc. James L. Alexander, GA RLS dated 09/30/03 as recorded in Plat Book 36, Page 86, Towns County, Georgia Records which plat is by reference incorporated herein and made a part hereof. The property is subject to a Fifty- foot Right of Way of High Country Way as shown on plat of survey. The property is subject to the Twelve-foot easement of Parks Road as shown on plat of survey.

The property is subject to the easement in favor of Blue Ridge Mountain EMC as re-corded in Deed Book 297, Page 367, Towns County, Georgia Records.

The property is subject to the water reservoir as described in a conveyance deed recorded in Deed Book 139, Pages 789-793, Towns County, Georgia Records.
The property is subject to the Restrictions and Covenants as pertains to Hightower Ridge Subdivision as recorded in Deed Book 319, Pages 789-793, Towns County, Georgia Records. The property is subject to the portion of the entrance sign and stone fence located on said Lot 1. Grantor retains an easement for

the portion of the entrance sign and stone fence located on said Lot 1.

The Grantor grants to Grantee a non-perpetual easement for ingress and egress to the above described property along the subdivision roads running from Upper Hightower Road as shown on said plat. which has the property address of 201 High Country Way, 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, ease-ments, 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 Notice has been given of intention to col-

lect 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 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 Thomas DiCanio and Marie Moceri 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. PNC Bank, National Association Attorney in Fact for Thomas DiCanio and Marie Moceri McCurdy & Candler, L.L.C. 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/Iseymore THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL

**BE USED FOR THAT PURPOSE** T(Apr10,17,24,May1)B

**NOTICE OF SALE UNDER POWER** 

GEORGIA, TOWNS COUNTY
Under and by virtue of the Power of Sale
contained in that Deed to Secure Debt given by DAVID J. WALLS to the Bank of Hiawassee, being dated September 3, 1997, recorded in Deed Book 159 Pages 460-466, as last modified in Deed Book 518, pages 149-151, Towns County Georgia records, last assigned to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records; Citizens South Bank having subsequently merged with Park Sterling Bank and Park Sterling Bank being the surviving entity as evidenced by Affidavit Regarding Articles of Merger recorded in Deed Book 521 pages 650-656 corded in Deed Book 521, pages 650-655, Towns County, Georgia records, said Deed to Secure Debt, as modified, securing a note dated September 3, 1997 from Da-vid J. Walls to Bank of Hiawassee, in the original principal amount of \$38,832.10, with interest thereon as set forth therein with interest thereon as set forth therein, and all renewals, extensions, and modifi-cations of the Note, said note having last been renewed on August 7, 2012 in the principal amount of \$20,601.86 which debt is secured by the aforementioned Deed to Secure Debt, as modified, 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 May, 2013, the

"All that tract or parcel of land lying and being in the 1st Section, 18th District and part of Land Lot 234, Towns County, Georgia, containing 1.0 acre, more or less, as shown on a plat of survey by B. Gregory, County Surveyor, dated 9/30/82 and recorded in Plat Book 7, Page 137, Towns County records and more particularly de-scribed as follows: BEGINNING at an iron pin on the right of way of GA Highway 17-75, being South 10,032 feet from the junction of U.S. High-

way 76 and GA Highway 17-75, run thence along said GA Highway 17-75, N 15 21 W 202.90 feet to an iron pin; thence leaving said Highway N 89 34 E 298 feet to an iron pin; thence S 5 W 102 feet to an iron pin; thence S 76 W 250 feet to the point of be-Being part of Lot 35 of the Ridges Subdivi-

Subject to the restrictions as of record pertaining to The Ridges Subdivision as recorded in Deed Book W-1 Page 219-220

Towns County records.
Said property is located at 2165 Bill Brown
Cove, Hiawassee, GA 30546."
The debt secured by said Deed to Secure
Debt, as modified, 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, as modified. 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 Deed to Secure Debt, as modified, and by law, including attorneys fees (notice of intent to collect attorneys fees having been given). Said property will be sold subject to any outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning

ordinances, easements, restrictions, covenants, and matters of record superior to the Deed to Secure Debt, as modified, first set out above The individual or entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Park Sterling Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the secured creditor is not required to negotiate amend, or modify the terms of the mort-

gage instrument.
Said property will be sold as the property of David J. Walls. To the best knowledge and belief of the undersigned, the party in possession of the property is Rex W. Walls, as Administrator of the Estate of David J. Walls, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine lease or tenancy may have additional rights pur-suant to the federal Protecting Tenants at Foreclosure Act of 2009. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in inter-est to Bank of Hiawassee, as attorney in

fact for David J. Walls. Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546 (706)-896-9699 THIS LAW FIRM IS ATTEMPTING TO COL-

LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IN SECURITY DEED COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Lounell Barrett aka Lounell Bar-

rett Mull to Bank of Hiawassee, dated August 25, 2005, and recorded in Deed Book 346, Page 79, in the offices of the Clerk of the Superior Court of Towns County, Geor-gia; as assigned to Citizens South Bank in that certain Memorandum of Purchase and

Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidat public outcry to the highest and best ord-der for cash before the door of the Court-house 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

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 55, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 1.25 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 28, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORDED AND HERBIN BY BEFERENCE ING INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF FOR A MORE COMPLETE DESCRIPTION OF THE ABOVE PROPERTY. KNOWN AS: 1687 FOGGY BOTTOM ROAD, AKA 1687 HWY 76, HIAWASSEE, GA 30546 The debt secured by the Security Deed is evidenced by a Note, dated August 25, 2005, from Lounell Barrett to Bank of Hia-

wassee in the original principal amount of \$176,885.00, 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-CO-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 un-paid balance until paid, and other indebt-Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the

failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according The above-described real property will be sold to the highest and best bidder for cash as the property of Lounell Barrett aka Lounell Barrett Mull, 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 re-

To the best of the undersigned's knowledge and belief, the party in possession of the real property is Lounell Barrett aka Lounell Barrett Mull, and tenants holding under

To the best of the undersigned's knowledge

and belief, the real property is presently

owned by Lounell Barrett aka Lounell Bar

Park Sterling Bank, successor by merge to Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in Fact for Lounell Barrett aka Lounell Barrett M. Todd Westfall. Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek

3101 Towercreek Parkway

(678) 384-7005

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

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Lounell Barrett to Bank of Hiawassee, dated September 22, 2006, and recorded in Deed Book 387, Page 363, in the offices of the Clerk of the Superior Court of Towns County, Georgia, as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in May, 2013, the follow-ing 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 1.25 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 28, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING IN-CORPORATED 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 Home Equity Line of Credit, dated September 22, 2006, from Lounell Barrett to Bank of Hiawassee in the original principal amount of \$40,000.00, as as signed 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-CO-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 balance until paid, and other indebtedness. Default has occurred and continues under

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 the terms. to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Lounell Barrett, the pro-ceeds 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: Real Estate Deed to Secure Debt from Lounell Barrett aka Lounell Barrett Mull to Bank of Hiawas-see, dated August 25, 2005, and recorded in

the terms of the Note and Security Deed

by reason of, among other possible events of default, the nonpayment when due of

Deed Book 346, Page 79, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records; all outstand-ing 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. matters of record.

To the best of the undersigned's knowledge
and belief, the real property is presently
owned by Lounell Barrett.

To the best of the undersigned's knowledge
and belief, the party in possession of the

real property is Lounell Barrett, 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 Lounell Barrett. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek

3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005