

# Towns County Herald

## Legal Notices for June 5, 2013

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

RE: Estate of Judith A. Rogers  
All creditors of the estate of Judith A. Rogers, 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 immediate payment to the undersigned.  
This 6th day of May, 2013.  
John E. Rogers,  
Person Representative  
3404 White Oak St.  
Highlands Ranch, CO 80129  
303-748-1165  
TJJune12,19,26#8

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

RE: Estate of William F. Rogers  
All creditors of the estate of William F. Rogers, 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 immediate payment to the undersigned.  
This 6th day of May, 2013.  
John E. Rogers,  
Person Representative  
3404 White Oak St.  
Highlands Ranch, CO 80129  
303-748-1165  
TJJune12,19,26#8

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

RE: Estate of Arthur Francis Kiser, Jr.  
All creditors of the estate of Arthur Francis Kiser, Jr., 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 immediate payment to the undersigned.  
This 3rd day of June, 2013.  
Ernestine Perry Kiser,  
Person Representative  
300 Prime Point, Suite 100  
Peoples Bank, GA 30269  
770-487-4775  
TJJune12,19,26#8

### OFFICIAL NOTICE OF PROPOSED RE-ZONING

Notice is hereby given that the City Council of the City of Young Harris, will hold a public meeting on June 4, 2013, at the hour of 6:45 P.M., to hear from the public about rezoning of the subject property, known as the old Dietz property, located at Map YH 01, Parcel 84, in Land 119, 17th District, 1st Section, containing 2,382 acres, more or less, as shown on a plat of survey prepared by Tamrock Associates, Inc., R.L.S. #2599, dated 11/9/99 and recorded in Plat Book 26, page 106, Towns County, Georgia. The property is currently zoned Residential and would be rezoned to Special Institutional. All parties at interest and citizens shall have the opportunity to be heard at said time and place relative to petition and application for zoning by Young Harris College.  
City of Young Harris  
By: Andrea Gibby, Mayor  
TJJune22,29,June5,12#8

### LEGAL NOTICE

Upcoming Appointments of the Towns County Board of Equalization  
In accordance with Georgia law (O.C.G.A. 45-5-311) The Towns County Grand Jury is required to appoint a Member and alternate member of Towns County Board of Equalization each fall term of court known as the July Term of Superior Court of Towns County. The following qualifications and interested in serving on said board may nominate themselves for appointment by filing out an nomination form in the Clerk of Superior Court of Towns County, 48 River Street Suite E, Hiawassee, Georgia.  
(1) Each person who is, in the judgment of the appointing grand jury, qualified and competent to serve as a grand juror, who is the owner of real property, and who is at least a high school graduate shall be qualified, competent, and compellable to serve as a member or alternate member of the board.  
(2) Within the first year after a member's initial appointment to the board of equalization, each member shall satisfactorily complete not less than 40 hours of instruction in appraisal and equalization processes and procedures, as prepared and required by the commissioner. The failure of any member to fulfill the requirements of this Subparagraph shall render that member ineligible to serve on the board; and the vacancy created thereby shall be filled in the same manner as other vacancies on the board are filled.  
(3) No person shall be eligible to hear an appeal as a member of a board of equalization unless, prior to hearing such appeal, that person shall satisfactorily complete the 40 hours of instruction in appraisal and equalization processes and procedures required by law. Any person appointed to such board shall be required to complete annually a continuing education requirement of at least eight hours of instruction in appraisal and equalization procedures, as prepared and required by the commissioner. The failure of any member to fulfill the requirements of this Subparagraph shall render that member ineligible to serve on the board; and the vacancy created thereby shall be filled in the same manner as other vacancies on the board are filled.  
Term of Office  
Members and alternate members of the Board of Equalization serve a three-year term of office. The term of office of persons by the Grand Jury for appointed for the term of office described herein shall begin on January 1, 2014 and end on December 31, 2017.  
TJJune22,29,June5,12#8

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

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Robert H. Calhoun, III and Susan M. Calhoun to Bank of Hiawassee dated September 12, 2003, and recorded in Deed Book 284, Page 799, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, NA by Assignment, securing a Note in the original principal amount of \$175,500.00, 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, July 2, 2013, 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 17th District, 1st Section, Land Lot 60 of Towns County, Georgia, containing 1.329 acres, and being more particularly described as Lots 38 and 45 of Mining Gap Trail Subdivision, as shown on a plat of survey by Tamrock Associates, Inc., Jon G. Stubbfield, RLS, dated 12-02-98, and recorded in Plat Book 27, Page 244 of the Towns County Records; Less and Except that 0.01 acre tract heretofore conveyed to John E. Frad and Sandra H. Frad by Quit Claim Deed dated 9-28-99, and recorded in Deed Book 192, Page 577 of the Towns County Records; the aforementioned plat of survey and quit claim deed being incorporated herein by reference.  
The tract conveyed herein is that same land previously conveyed to Virginia L. Cooley by James H. Gibson by Warranty Deed dated 7-27-76, and recorded in Deed Book 62, Pages 552-553 of the Towns County Records, less and except the aforesaid tract conveyed to Frad.

This conveyance is made subject to the restrictions for Mining Gap Trail Subdivision shown in the 17th District, 1st Section, Land Lot 60 of Towns County, Georgia, Page 171 of the Towns County Records.  
Said property is known as 999 Mining Gap Trail, Young Harris, GA 30582, 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 final confirmation and audit of the status of the loan with the secured creditor.  
The property is or may be in the possession of Robert H. Calhoun, III and Susan M. Calhoun, successor in interest or tenant(s).  
Wells Fargo Bank, N.A. as Attorney-in-Fact for Robert H. Calhoun, III and Susan M. Calhoun  
File #11-026990  
SHAPIRO, SWERTFEGER & HASTY, LLP\*  
Attorneys and Counselors at Law  
2672 Woodcock Blvd., Suite 100  
Atlanta, GA 30341-3941  
(770) 490-2535/MD  
www.swertfegeer.net  
\*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
TJJune12,19,26#8

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

Under and by virtue of the power of sale contained in that certain Security Deed ("Security Deed") executed by James M. Moser and Tonya C. McCarter in favor of Community Bank and Trust dated April 2009, recorded at Deed Book 453, Pages 495-500 of the Towns County Deed Records, and assigned pursuant to that Transfer and Assignment of Security Deed recorded from FIDIC, in its capacity as Receiver for Community Bank & Trust, to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded at Deed Book 469, Pages 41-42 of the Towns County Records, modified [DATE], recorded at Deed Book [NUMBER], page [NUMBER] of the [COUNTY] County, Georgia Deed Records, the undersigned will sell at public outcry to the highest bidder the property described in said Security Deed, to-wit: a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Gary Kendall, Registered Surveyor, dated October 27, 2001, recorded in Plat Book 7, 2003 and recorded in Plat Book 30, page 55, in the Office of the Clerk of the Superior Court of Towns County, GA, said plat being incorporated by reference herein.  
Also conveyed is a perpetual, non-exclusive twenty (20') foot in width road easement (to run over, across, through, and under said easement) for the purpose of ingress and egress to and from said Tract Two (2) and Hogsed Road and for the purpose of placing utilities within said twenty (20') foot utility easement as shown on plat of survey. The road/utility easement referenced above shall be binding on the party of the first part and all of their successors in title, heirs and assigns.  
Subject to that easement to Russell Mashburn as recorded in Deed Book 366, page 515 of Towns County, GA records.  
TJJune12,19,26#8

All that tract or parcel of land lying and being in District 17, Section 1, Land Lot 35, Towns County, Georgia, and being shown as Tract 2, containing 1.511 acres, more or less, on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Gary Kendall, Registered Surveyor, dated October 27, 2001, recorded in Plat Book 7, 2003 and recorded in Plat Book 30, page 55, in the Office of the Clerk of the Superior Court of Towns County, Georgia, said plat being incorporated by reference herein.  
Also conveyed herein is a non-exclusive perpetual easement for ingress and egress and utilities (to run over, across, through, and under) said easement from Hogsed Road to the above described property along said road easement reaches Tract 2, and then across Tract 2 as more fully described in that certain Deed of Easement between Timothy J. Swartz and Richard L. Swartz, (parties of the first part) and Russell Mashburn (party of the second part), as recorded in Deed Book 366, page 515, Towns County, Georgia Records. The Road/Utility Easement referenced above shall be binding on the part of the first part and party of the second part, their successors in title, heirs and assigns.  
Property is conveyed subject to all matters as shown on the above referenced plat of survey.  
The debt secured by said Security Deed is evidenced by a promissory note (the "Note"), dated May 17, 2011, in the original principal amount of \$78,532.81, payable principal and interest from the date thereof shown on said Note on the unpaid balance until paid.  
Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpayment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed forecloseable according to its terms.  
The debt remaining in default, the property will be sold to the highest bidder for cash as the property of James M. McCarter, Jr. and Tonya C. McCarter, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above.  
To the best of the undersigned's knowledge and belief, the property is in the possession of James M. McCarter, Jr. and Tonya C. McCarter and will be sold as the property of James M. McCarter, Jr. and Tonya C. McCarter.  
The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.  
James M. McCarter, Jr. and Tonya C. McCarter  
By: SCBT d/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact  
Hind, Oliver & Mahor, LLP  
P.O. Box 1457  
Gainesville, GA 30603  
770-532-6312  
ASH/mem/9881/W151623  
TJJune12,19,26#8

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

By virtue of a Power of Sale contained in that certain Security Deed from LESTER E. PATRICK AND RITA M. PATRICK to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST OHIO BANK & LENDING, INC. A OHIO CORPORATION, dated February 13, 2010, recorded March 8, 2010, in Deed Book 470, Page 755-763, 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 Sixty-Three Thousand One Hundred Twenty-Five and 00/100 dollars (\$263,125.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., secured creditor, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in July, 2013, all property described in said Security Deed including but not limited to the following described property:  
THE LAND REFERRED TO HEREIN BELONGS IN SITUATE IN THE COUNTY OF TOWNS, STATE OF GEORGIA AND IS DESCRIBED AS FOLLOWS: ALL THAT TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 18, DISTRICT 17, LAND LOTS 297 AND 310, TOWNS COUNTY, GEORGIA, AND BEING LOT TWELVE (12), CONSISTING OF 1.015 ACRES, MORE OR LESS, OF VALLEY VIEW ESTATES AS BEING FULLY SHOWN ON SURVEY FOR VALLEY VIEW ESTATES, PREPARED BY NORTHSTAR LAND SURVEYING, INC., REGISTERED SURVEY, DATED JULY 1, 2002, REVISED SEPTEMBER 26, 2002 AND BEING BOOK 30, PAGE 70 OF THE TOWNS COUNTY RECORDS WHICH SURVEY IS INCORPORATED HEIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY.  
THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO THE DRIVEWAY EASEMENT AND RIGHT OF WAY OF MAULDIN CIRCLE AS MORE FULLY SHOWN ON SAID REFERENCED SURVEY.  
THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS FOR VALLEY VIEW ESTATES AS RECORDED IN DEED BOOK 279 PAGES 176-177 OF TOWNS COUNTY RECORDS AND SUBJECT TO PROVISIONS AS SHOWN ON SAID REFERENCED SURVEY.  
THE PROPERTY IS CONVEYED SUBJECT TO THE BLUE RIDGE MOUNTAIN EMB AS RECORDED IN DEED BOOK 252, PAGE 219 AND DEED BOOK 252, PAGE 217 OF THE TOWNS COUNTY RECORDS.  
COMMONLY KNOWN AS 5794 MAULDIN CIRCLE, HIWASSEE, GEORGIA 30546. HOWEVER, BY COVERING THIS ADDRESS NO ADDITIONAL SHORAGE IS PROVIDED.  
BEING KNOWN AS PARCEL NUMBER 62112. Said legal description being controlling, however the property is more commonly known as 5794 MAULDIN CIRCLE, 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, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness, hereinafter referred to as the "debt", remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (not 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 course against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the rights of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; any 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 LESTER E. PATRICK AND RITA M. PATRICK, or tenant(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: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP. Loss Mitigation Dept., 105 Supreme Drive, FTX-A-274, Plano, TX 75024. Telephone Number: 800-720-3758 for and on behalf of the secured creditor.  
BANK OF AMERICA, N.A. as Attorney-in-Fact for LESTER E. PATRICK AND RITA M. PATRICK  
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
Attorney Contact: Ruben Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092  
Telephone Number: (877) 813-0992 Case No. BAC-12-07486-0003  
Ad Run Dates 06/05/2013, 06/12/2013, 06/19/2013, 06/26/2013  
www.rubinelublin.com/property-listings.  
TJJune12,19,26#8

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the power of sale contained in that certain Security Deed ("Security Deed") executed by James M. Moser and Tonya C. McCarter in favor of Community Bank and Trust dated April 2009, recorded at Deed Book 453, Pages 495-500 of the Towns County Deed Records, and assigned pursuant to that Transfer and Assignment of Security Deed recorded from FIDIC, in its capacity as Receiver for Community Bank & Trust, to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded at Deed Book 469, Pages 41-42 of the Towns County Records, modified [DATE], recorded at Deed Book [NUMBER], page [NUMBER] of the [COUNTY] County, Georgia Deed Records, the undersigned will sell at public outcry to the highest bidder the property described in said Security Deed, to-wit: a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Gary Kendall, Registered Surveyor, dated October 27, 2001, recorded in Plat Book 7, 2003 and recorded in Plat Book 30, page 55, in the Office of the Clerk of the Superior Court of Towns County, GA, said plat being incorporated by reference herein.  
Also conveyed is a perpetual, non-exclusive twenty (20') foot in width road easement (to run over, across, through, and under said easement) for the purpose of ingress and egress to and from said Tract Two (2) and Hogsed Road and for the purpose of placing utilities within said twenty (20') foot utility easement as shown on plat of survey. The road/utility easement referenced above shall be binding on the party of the first part and all of their successors in title, heirs and assigns.  
Subject to that easement to Russell Mashburn as recorded in Deed Book 366, page 515 of Towns County, GA records.  
TJJune12,19,26#8

All that tract or parcel of land lying and being in District 17, Section 1, Land Lot 35, Towns County, Georgia, and being shown as Tract 2, containing 1.511 acres, more or less, on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Gary Kendall, Registered Surveyor, dated October 27, 2001, recorded in Plat Book 7, 2003 and recorded in Plat Book 30, page 55, in the Office of the Clerk of the Superior Court of Towns County, Georgia, said plat being incorporated by reference herein.  
Also conveyed herein is a non-exclusive perpetual easement for ingress and egress and utilities (to run over, across, through, and under) said easement from Hogsed Road to the above described property along said road easement reaches Tract 2, and then across Tract 2 as more fully described in that certain Deed of Easement between Timothy J. Swartz and Richard L. Swartz, (parties of the first part) and Russell Mashburn (party of the second part), as recorded in Deed Book 366, page 515, Towns County, Georgia Records. The Road/Utility Easement referenced above shall be binding on the part of the first part and party of the second part, their successors in title, heirs and assigns.  
Property is conveyed subject to all matters as shown on the above referenced plat of survey.  
The debt secured by said Security Deed is evidenced by a promissory note (the "Note"), dated May 17, 2011, in the original principal amount of \$78,532.81, payable principal and interest from the date thereof shown on said Note on the unpaid balance until paid.  
Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpayment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed forecloseable according to its terms.  
The debt remaining in default, the property will be sold to the highest bidder for cash as the property of James M. McCarter, Jr. and Tonya C. McCarter, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above.  
To the best of the undersigned's knowledge and belief, the property is in the possession of James M. McCarter, Jr. and Tonya C. McCarter and will be sold as the property of James M. McCarter, Jr. and Tonya C. McCarter.  
The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.  
James M. McCarter, Jr. and Tonya C. McCarter  
By: SCBT d/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact  
Hind, Oliver & Mahor, LLP  
P.O. Box 1457  
Gainesville, GA 30603  
770-532-6312  
ASH/mem/9881/W151623  
TJJune12,19,26#8

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

By virtue of the power of sale contained in a certain Deed to Secure Debt from Robert T. Mullis, Grantor, to PlantersFIRST, Grantee, dated the 26th day of September, 2006 and recorded in Deed Book 385, Page 66, Clerk's Office, Towns County Superior Court, said Deed to Secure Debt having been given to secure a note dated the 26th day of September, 2006, renewed by note dated December 1, 2010, with a Loan Modification Agreement dated January 5, 2012 and a Change in Terms Agreement dated December 20, 2012, there will be sold by the undersigned at public outcry, during the legal hours of sale before the Courthouse of Towns County, Georgia on the first Tuesday in July, 2013, to-wit: the 2nd day of July, 2013, to the highest and best bidder for cash, the following described property: All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 174 of Towns County, Georgia, containing 1.85 acres, more or less, and being more particularly described as follows: BEGINNING at the Northeast original corner of the following course following the East West original line N 90 degrees W 29 feet to a point located on the Eastern line of the right-of-way of U.S. Highway 76; thence following the line of said right-of-way in the following course in said distances: S 57 degrees W 44 feet, S 49 degrees W 50 feet, S 45 degrees W 50 feet, S 33 degrees E 50 feet, S 22 degrees W 50 feet, S 8 degrees W 50 feet, S 3 degrees W 43 feet, S 6 E 50 feet, S 17 degrees E 60 feet, S 28 degrees E 46 feet, S 38 degrees E 132 feet, S 37 degrees E 49 feet and S 23 degrees 30 minutes E 77 feet to an iron pin located upon the North/South original line and on the line common to the property of the U.S. Forest Service; thence following said line N 0 0 0 E 639 feet to the point of Beginning. Said tract being more particularly described upon a plat of survey made by B. Gregory, County Surveyor, dated 4/23/78, recorded in Plat Book 6, Page 62 of the Towns County Records. Said Plat is incorporated hereby by reference thereto. Deed Ref.: Book 64, Page 569; Book 174, Page 702. This conveyance is subject to a 66 foot wide road right-of-way in favor of the U.S. Department of Agriculture, for Bear Knob Road #100A (now known as Dicks Creek Gap Rd. #315) dated 9/14/66, recorded in Deed Book H-1, Page 64, said Towns County Records.  
The debt secured by said Deed to Secure Debt and Note has been and is hereby declared due and payable in full because of default under the terms of said Deed to Secure Debt and note. Notice has been given to enforce provisions for collection of attorney's fees and foreclosure in accordance with the legal requirements and the terms of the U.S. Forest Service. The indebtedness remaining in default, the sale will be made for the purpose of applying proceeds thereof to the payment of the indebtedness secured by the Deed to Secure Debt, accrued interest in satisfaction of the sale and other sums secured by the Deed to Secure Debt, including the attorney's fees and the remainder, after applying said proceeds to other indebtednesses owed by Grantor to Grantee, if any, shall be applied as provided by law.  
To the best of the undersigned's knowledge and belief, the property is in the possession of Robert T. Mullis and said property will be sold as the property of Robert T. Mullis. Said property will also be sold subject to all outstanding ad valorem taxes, street improvements, and easements or restrictions of record, if any. The undersigned will execute a deed to the purchaser at said sale as provided in the Deed to Secure Debt. 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 Deed to Secure Debt.  
The law firm of Emmett L. Goodman, Jr. for Plaintiff is acting as a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. Pursuant to O.C.G.A. Section 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows: Ms. Grace Kirksey, PlantersFIRST, 1400 Sam Nunn Blvd., Perry GA 31099. Telephone: (478)216-5324, Extension 9608.  
PlantersFIRST as attorney-in-fact of  
ROBERT T. MULLIS  
EMMETT L. GOODMAN, JR., LLC  
544 Mulberry Street, Suite 800  
Macon, Georgia 31201-2776  
Telephone: (478)745-5415  
TJJune12,19,26#8

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

By virtue of the power of sale contained in a Deed to Secure Debt by ELIZABETH PHILLIPS to Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for Countrywide Home Loans, Inc., dated September 7, 2005 and filed for record September 14, 2005 in Deed Book 347, Page 370, Towns County, Georgia records, and securing a Note in the original principal amount of \$250,000.00, last transferred to The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of CWALI, Inc., Alternative Loan Trust 2005-63, Mortgage Pass-Through Certificates, Series 2005-63 by Assignment, filed for record in Deed Book 526, Page 821, Towns County, Georgia records, there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Towns County, Georgia, between the legal hours of sale on the first Tuesday in July, 2013, by The Bank of New York Mellon FKA The Bank of New York, as Trustee for The Certificateholders of CWALI, Inc., Alternative Loan Trust 2005-63, Mortgage Pass-Through Certificates, Series 2005-63 as Attorney-in-Fact for ELIZABETH PHILLIPS the following property to-wit:  
TRACT ONE  
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 145 & 146, 18th District, 1st Section, Towns County, Georgia, designated Tract One (1) consisting of 3.326 acres, more or less, as more fully shown on a plat of survey for Kris Phillips, prepared by Northstar Land Surveying, Inc. Registered Surveyor, dated February 22, 2000 and recorded in Plat Book 24, Page 221, Towns County, Georgia Records which survey is incorporated herein by reference for a complete description of said property. The property is conveyed subject to the right-of-way of Rainbow Ridge Road, and all other matters on shown on the above referenced plat of survey.  
The property is conveyed subject to the easement in favor of Blue Ridge Mountain EMC, as recorded in Deed Book 203, Page 15, Towns County, Georgia Records.  
TRACT TWO  
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 145 & 146, 18th District, 1st Section, Towns County, Georgia, and designated as Tract Two (2) consisting of 1,000 acres, more or less, as more fully shown on a plat of survey for Kris Phillips, prepared by Northstar Land Surveying, Inc. Registered Surveyor, dated February 22, 2000 and recorded in Plat Book 24, Page 221, Towns County, Georgia Records which survey is incorporated herein by reference for a complete description of said property. The property is conveyed subject to the right-of-way of Rainbow Ridge Road, and all other matters on shown on the above referenced plat of survey. The property is conveyed subject to the easement in favor of Blue Ridge Mountain EMC, as recorded in Deed Book 203, Page 15, Towns County, Georgia Records.  
LESS AND EXCEPT:  
EXHIBIT "1"  
ALL THAT TRACT OR PARCEL OF LAND lying in Land Lot 145 and 146, of the 18th District, of Towns County, Georgia, which is more particularly described as follows: To find the POINT OF BEGINNING commence at a point on the Northeast corner of Ruby Roach's property Deed Book 101, Page 316 THENCE South 45 degrees 35 minutes 25 seconds East a distance of 124.48 feet to a point; THENCE South 4 degrees 19 minutes 52 seconds West a distance of 91.18 feet to a point, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established, THENCE South 67 degrees 15 minutes 46 seconds East a distance of 10.56 feet to an iron pin set; THENCE South 40 degrees 22 minutes 04 seconds West a distance of "100.00 feet to an iron pin set; THENCE North 15 minutes 46 seconds West a distance of 100.00 feet to an iron pin set; THENCE North 40 degrees 22 minutes 04 seconds East a distance of 100.00 feet to an iron pin set; THENCE South 67 degrees 15 minutes 46 seconds East a distance of 89.44 feet to a point, said point being the TRUE POINT OF BEGINNING. Said tract of land contains 10,000 feet of surveyed area and is described according to that certain plat titled "Hiawassee" Site No. NC253 for SBA Towers, by Landair Surveying, Inc., dated March 28, 2000, and bears the seal of H. Tate Jones GA. RLS #2339, which survey is hereby made part of this legal description by this legal description by this reference.  
EXHIBIT "2"  
ALL THAT TRACT OR PARCEL OF LAND lying in Land Lot 145 and 146, of the 18th District, of Towns County, Georgia, - a utility and access easement 20 feet wide, lying 10 feet on either side of the centerline of the road, is more particularly described as follows: To find the POINT OF BEGINNING commence at a point on the northeast corner of Ruby Roach's property Deed Book 101, Page 316. THENCE South 45 degrees 35 minutes 25 seconds East a distance of 124.48 feet to a point on the centerline of said easement, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established, THENCE South 40 degrees 19 minutes 52 seconds West a distance of 91.18 feet to a point and the termination of the easement. Said tract of land is shown on and described according to that certain plat titled "Hiawassee" Site No. NC253 for SBA Towers, by Landair Surveying, Inc., dated March 28, 2000, and bears the seal of H. Tate Jones GA. RLS # 2339, which survey is hereby made part of this legal description by this reference. The above described property is also known as 2602 RAINBOW RIDGE ROAD, HIWASSEE, GA 30546-0000.  
The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees, if applicable.  
The property will be sold as the property of the aforesaid grantor subject to the following: all prior restrictive covenants, easements, rights-of-way, security deeds, or encumbrances of record, all valid zoning ordinances; matters which would be disclosed by an accurate survey of the property or by any inspection of the property; all outstanding taxes, assessments, unpaid bills, charges, and expenses that are a lien against the property whether due and payable or not yet due and payable.  
Pursuant to O.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows:  
Bank of America, N.A.  
Home Loan Assistance Dept  
7105 Corporate Drive  
Plano, TX 75024  
1-800-669-8650  
The foregoing notwithstanding, nothing in O.C.G.A. § 44-14-162.2 shall be construed to require Bank of America, N.A. to negotiate, amend or modify the terms of the Deed to Secure Debt described herein.  
The Bank of New York Mellon FKA The Bank of New York, as Trustee for The Certificateholders of CWALI, Inc., Alternative Loan Trust 2005-63, Mortgage Pass-Through Certificates, Series 2005-63 as Attorney-in-Fact for ELIZABETH PHILLIPS  
SHUPING, MORSE & ROSS, L.L.P.  
By: S. Andrew Shuping, Jr.  
6259 Riverdale Road, Suite 100  
Riverdale, GA 30274  
770-991-0000  
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
TJJune12,19,26#8