Towns County Herald

Legal Notices for June 11, 2014

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE TO DEBTORS AND CREDITORS
RE: ESTATE OF Edith Moreland
All debtors and creditors of the estate of Edith Moreland, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the undersigned of said Estate, according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This the 25th day of April, 2014
Joe Moreland
Personal Representative
2030 Kelley Road,
Hiawassee, GA 30546
404-402-9283
T(Jun11,18,25,Jul2)B

NOTICE TO CREDITORS AND DEBTORS
All creditors of the estate of ESCO LAFAYETTE WIMPY, 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 5th day of June, 2014.
Rita Lynn Barrett, Co-Executrix
2816 Plottown Road
Young Harris, Georgia 30582
Deborah Jane Barrett, Co-Executrix
5509 Wimpy Drive
Young Harris, Georgia 30582
T(Jun11,18,25,Jul2)B

IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
Thomas Ray Chastain, DECEASED
ESTATE NO. 2014-26
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE
TO: All interested parties
Glenda Kuykendall has petitioned to be appointed Administrator of the estate of Thomas Ray Chastain deceased, of said County. The Petitioner has also applied for waiver of bond and 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 June 23, 2014. All pleadings/objections must be signed under oath 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
Judge of the Probate Court
By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
T(May28,Jun4,11,18)B

IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
Dock Bailey McGaha, DECEASED
ESTATE NO. 2014-25
NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT
The petition of Nettie I. McGaha, for a year's support from the estate of Dock Bailey McGaha, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before June 16, 2014, 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 on or before the time stated in the preceding sentence. 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.
48 River St., Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
David Rogers
Judge of the Probate Court
By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
T(May21,28,Jun4,11)B

IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
Calvin James Hooper, DECEASED
ESTATE NO. 2013-52
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE
TO: All interested parties
Louise H. Hooper has petitioned to be appointed Administrator of the estate of Calvin James Hooper 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 June 30, 2014. All pleadings/objections must be signed under oath 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
Judge of the Probate Court
By: Kerry L. Berrong
Cierk/Deputy Clerk of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
T(Jun4,11,18,25)B

NOTICE
(For Discharge from Office and all Liability)
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF BENNETT KEITH WILSON FOR DISCHARGE AS TEMPORARY ADMINISTRATOR OF THE ESTATE OF GLENDA PUETT WILSON, DECEASED.
TO: Brian K. Reeves
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 July 7, 2014.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
David Rogers
PROBATE JUDGE
By: Kerry L. Berrong
PROBATE CLERK/DEPUTY CLERK
48 River St. Suite C
Hiawassee, GA 30546
ADDRESS
706-896-3467
TELEPHONE NUMBER
T(Jun11,18,25,Jul2)B

IN THE JUVENILE COURT
OF TOWNS COUNTY
STATE OF GEORGIA
IN THE INTEREST OF:
K.U.
DOB: 10-23-2006
SEX: FEMALE
case no. 139-14j-9a
C.U.
DOB: 08-01-2005
SEX: FEMALE
case no. 139-14j-8a
J.U.
DOB: 10-27-2008
SEX: FEMALE
case no. 139-14j-7a
CHILDREN UNDER THE AGE OF EIGHTEEN
NOTICE OF DEPENDENCY HEARING
TO: CORY UPCHURCH, BIOLOGICAL FATHER OF THE ABOVE-NAMED CHILDREN OR ANY OTHER POSSIBLE BIOLOGICAL FATHER OF THE ABOVE-NAMED CHILDREN
By Order for Service by Publication dated the 6th day of May, 2014, you are hereby notified that on the 18th day of March, 2014, the Towns County Department of Family and Children Services, Georgia Department of Human Services, filed a Petition for Protective Order (Dependency) against you as to the above-named children alleging the children are dependent. You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant Attorney General Stephany L. Zaic, an answer in writing within sixty (60) days of the date of the Order for Service by Publication.
This Court will conduct a final hearing upon the allegations of the Petition and enter an order of disposition on the 17th day of June, 2014, at 9:30 a.m., at the Towns County Courthouse, Hiawassee, Georgia.
The children and other parties involved may be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and hire your own lawyer. If you want to hire a lawyer, please contact your lawyer immediately. If you want a lawyer but are not able to hire a lawyer without undue financial hardship, you may ask for a lawyer to be appointed to represent you. The Court would inquire into your financial circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed to represent you. If you want a lawyer appointed to represent you, you must let the Court or the officer of this Court handling this case know that you want a lawyer immediately.
WITNESS, the Honorable Gerald Bruce, Judge of said Court, this the 6th day of May, 2014.
Honorable Gerald Bruce
Judge, Juvenile Court
Towns County, Georgia
Enotah Judicial Circuit
T(May21,28,Jun4,11)B

IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
John Ray DeLong, DECEASED
ESTATE NO. 2014-30
NOTICE OF PETITION TO FILE
FOR YEAR'S SUPPORT
The petition of Cathy DeLong, for a year's support from the estate of John Ray DeLong, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before July 14, 2014, 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 on or before the time stated in the preceding sentence. 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.
By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
David Rogers
Judge of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
T(Jun11,18,25,Jul2)B

NOTICE
STATE OF GEORGIA
COUNTY OF TOWNS
Notice is hereby given that Betty Jane Hill, the undersigned, filed her Petition to the Superior Court of said County on the 9th day of June, 2014, praying for a change in the name of petition from Betty Jane Hill to Betty Jane Curtis, and notice is hereby given to any interested or affected party to be and appear in said matter in said Court on or before 30 days from the date of the filing of said Petition at which time all objections to the granting of the relief prayed for must be filed in said Court.
This the day of June, 2014
Betty Jane Hill, Petitioner
T(Jun11,18,25,Jul2)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by John Timothy Turpin to Citizens Fidelity Mortgage Corp, a Georgia Corporation, dated June 23, 1999, recorded in Deed Book 187, Page 526, Towns County, Georgia Records, as last transferred to First Horizon Home Loans, a division of First Tennessee Bank National Association formally known as FT Mortgage Companies doing business as Sunbelt National Mortgage, A Kansas Corporation by assignment recorded in Deed Book 187, Page 533, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SEVENTY-THREE THOUSAND NINE HUNDRED TWENTY-SIX AND 0/100 DOLLARS ($73,926.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in July, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. First Horizon Home Loans, a division of First Tennessee Bank National Association formally known as FT Mortgage Companies doing business as Sunbelt National Mortgage, A Kansas Corporation is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: NationStar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067, 888-850-9398x3705. To the best knowledge and belief of the undersigned, the party in possession of the property is John Timothy Turpin or a tenant or tenants and said property is more commonly known as 1155 Shadow Mountain Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. First Horizon Home Loans, a division of First Tennessee Bank National Association formally known as FT Mortgage Companies doing business as Sunbelt National Mortgage, A Kansas Corporation as Attorney in Fact for John Timothy Turpin McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/def 7/1/14 Our file no. 5810211-FT2 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 152 of Towns County, Georgia, containing 0.96 acre, and being designated as Lot Three (3) of Shadow Mountain Subdivision, as shown on a plat of survey entitled "Survey for Shadow Mountain Subdivision", dated June 1976, by Bernard Gregory County Surveyor, as recorded in Plat Book 6, Page 277, in the Towns County Records, said plat being incorporate herein by reference. The property is conveyed subject to that certain easement to Blue Ridge Mountain Electric Membership Corporation recorded in Deed Book 124, Page 5, Towns County Records. The property is conveyed subject to subject to those certain reservations, restrictions, covenants and conditions for Shadow Mountain Subdivision dated July 25, 1994, as recorded in Deed Book 129, Pages 70-72, Towns County Records. MR/def 7/1/14 Our file no. 5810211 - FT2
T(Jun4,11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by John T Caldwell to Mortgage Electronic Registration Systems, Inc., dated June 18, 2010, recorded in Deed Book 475, Page 791, Towns County, Georgia Records, as last transferred to Primary Capital Advisors LC by assignment recorded in Deed Book 550, Page 231, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED TWENTY-FIVE THOUSAND AND 0/100 DOLLARS ($125,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in July, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Primary Capital Advisors LC is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Primary Capital, 1000 Parkwood Circle, Suite 600, Atlanta, GA 30339, 770-226-8181. To the best knowledge and belief of the undersigned, the party in possession of the property is John T Caldwell or a tenant or tenants and said property is more commonly known as 2056 Drayton Way, Young Harris, Georgia 30582. 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. Primary Capital Advisors LC as Attorney in Fact for John T Caldwell McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/rla 7/1/14 Our file no. 5222514-FT17 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 23, 17th District, 1st Section of Towns County, Georgia, being Lot 10, containing 0.82 acres, more or less, of Breezewood Village as shown on a plat survey by North Georgia Land Surveyors, dated January 12, 1986 and recorded in Plat Book 8, Page 227, Towns County, Georgia records, and referenced is herein made to said plat for a full and complete description herein. Subject to all matters and conditions as shown on above referenced plat of survey. The property is conveyed subject to the Restrictions for Breezewood Village Subdivision as recorded in Deed Book 82, Pages 594-595 and Deed Book 83, pages 63-64, Towns County, Georgia records. The property conveyed is subject to an easement in favor of Blue Ridge Mountain EMC as recorded in Deed Book 83, Pages 73-74, Towns County, Georgia records. Subject to the road easement as shown on said plat. The Grantor grants to Grantee a ½ interest in the boat dock and slips and boat access to Lake Chatuge and the exclusive rights to and use of Slip L-2. MR/rla 7/1/14 Our file no. 5222514 - FT17
T(Jun4,11,18,25)B

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 Belton Gardens [sic Garden] Associates to Bank of Hiawassee dated February 29, 2008, and recorded in Deed Book 428, Page 127, in the offices of the Clerk of the Superior Court of Towns County, Georgia, as last modified by that certain Modification of Security Deed dated April 17, 2013 and recorded in Deed Book 533, Page 367, aforesaid records; and assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been further modified and/or assigned 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 July, 2014, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 53, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA CONTAINING 2.47 ACRES AS SHOWN ON A PLAT OF SURVEY PREPARED FOR "BELTON GARDENS [SIC GARDEN] ASSOCIATES CHATUGE PLACE BUSINESS PLAZA" BY LANDTECH SERVICES, INC., JAMES L. ALEXANDER, R.L.S. #2653, DATED 2/27/08 AND AS RECORDED IN PLAT BOOK 38, PAGE 62, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF.
SAID PROPERTY IS CONVEYED SUBJECT TO THE ONE-HUNDRED TWENTY FOOT (120') RIGHT-OF-WAY OF US HIGHWAY 76 AND A SIXTEEN-FOOT (16') INGRESS/EGRESS EASEMENT AS SHOWN ON THE ABOVE REFERENCED PLAT.
SAID PROPERTY IS ALSO CONVEYED SUBJECT TO A PERPETUAL EASEMENT TO INSTALL AND MAINTAIN AN EXISTING COMMERCIAL SIGN AS RECORDED IN DEED BOOK 255, PAGE 610 TOWNS COUNTY RECORDS.
SAID PROPERTY IS SUBJECT TO THE RESTRICTIONS AS RECORDED IN DEED BOOK 78, PAGE 72 AND AS MODIFIED AT DEED BOOK 311, PAGE 417 AND DEED BOOK 311, PAGE 778 TOWNS COUNTY RECORDS.
SAID PROPERTY IS ALSO SUBJECT TO THE DEED OF INGRESS & EGRESS EASEMENT BETWEEN B.A.G.G., INC. AND WALTER E. SPIVA A/K/A GENE SPIVA AS RECORDED IN DEED BOOK 383, PAGES 660-661 TOWNS COUNTY RECORDS.
SAID PROPERTY IS SUBJECT TO AN [SIC AND] EASEMENT FOR ACCESS TO CITY WATER AND SEWAGE AS RECORDED IN DEED BOOK 214, PAGE 365, TOWNS COUNTY RECORDS.
SAID PROPERTY IS CONVEYED SUBJECT TO A RESERVATION IN FAVOR OF RUDY ROACH WHICH RESERVES A RIGHT OF EASEMENT FOR INGRESS AND EGRESS ACROSS THE DEPARTMENT OF TRANSPORTATION-PERMITTED ACCESS AND DECLARATION LANE FOR THE PURPOSE ACCESSING GRANTOR'S ADJOINING PROPERTY TO US HIGHWAY 76, STATE ROAD NO. 2. THE DEPARTMENT OF TRANSPORTATION-PERMITTED ACCESS AND DECLARATION LANE TO RUDY ROACH'S ADJOINING PROPERTY SHALL BE MAINTAINED JOINTLY.
SAID PROPERTY IS CONVEYED SUBJECT TO ALL MATTERS, RESTRICTIONS, OR EASEMENTS OTHERWISE SHOWN ON SAID PLAT.
PROPERTY KNOWN AS: 1620 US HIGHWAY 76 WEST, HIAWASSEE, GA 30546.
The debt secured by the Security Deed is evidenced by a Promissory Note, dated February 29, 2008, from Belton Garden Associates to Bank of Hiawassee in the original principal amount of $1,400,000.00, as modified by Change in Terms Agreement dated April 17, 2013, reducing principal balance to $1,196,618.32 and as assigned to Park Sterling Bank, successor by merger to Citizens South Bank; (collectively, the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.
Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.
The above-described real property will be sold to the highest and best bidder for cash as the property of Belton Garden Associates, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.
To the best of the undersigned's knowledge and belief, the real property is presently owned by Belton Garden Associates Ltd.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Belton Garden Associates Ltd, and tenants holding under it.
Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Belton Gardens [sic Garden] Associates, a/k/a Belton Garden Associates, Ltd. (L.P.)
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7000
T(Jun4,11,18,25)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from CARL J. HUGHES, TRUSTEE OF CARL J. HUGHES REVOCABLE TRUST AND FLORENCE H. HUGHES, TRUSTEE OF FLORENCE H. HUGHES REVOCABLE TRUST to UNITED COMMUNITY BANK, dated April 23, 2010, recorded June 4, 2010, in Deed Book 475, Page 240, Towns County, Georgia records, said Security Deed being given to secure a Note from CARL J. HUGHES, TRUSTEE OF THE CARL J. HUGHES REVOCABLE TRUST, FLORENCE H. HUGHES, TRUSTEE OF THE FLORENCE H. HUGHES REVOCABLE TRUST, CARL J. HUGHES AND FLORENCE H. HUGHES dated May 16, 2013, in the original principal amount of Eighty Three Thousand Three Hundred Seventy Seven and 81/100 ($83,377.81) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in July, 2014, the following described property:
All that tract or parcel of land lying and being in Land Lot 6, 7 & 33, 18th District, 1st Section, Towns County, Lot 42 and containing 2.05 acres, more or less, of Bell Creek Estates as shown on a plat of survey by Tamrok Engineering, Inc., dated October 4, 1990, recorded in Plat Book 15, Page 82, Towns County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof.
Subject to all matters and conditions as shown on above reference plat of survey.
The property is conveyed subject to the road easements as shown on said plat.
The property is conveyed subject to the restrictions of record pertaining to Bell Creek Estates as recorded in Deed Book 95, Pages 626-627 and Deed Book 110, Pages 63-64, as amended in Deed Book 97, Page 42 and in Deed Book 229, Pages 441-443, Deed Book 225, Pages 732-788, Deed Book 232, Pages 799-810, Deed Book 246, Pages 307-309, Towns County, Georgia records.
Subject to easement to the Blue Ridge Mountain EMC as recorded in Deed Book 94, Page 453, Towns County, Georgia records.
The Grantor grants to Grantee a non-exclusive easement for ingress and egress to the above described property along the roads as shown on said plat. Said easement to run from Upper Bell Creek Road (County Road No. 77).
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is CARL J. HUGHES, TRUSTEE OF CARL J. HUGHES REVOCABLE TRUST AND FLORENCE H. HUGHES, TRUSTEE OF FLORENCE H. HUGHES REVOCABLE TRUST or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for CARL J. HUGHES, TRUSTEE OF CARL J. HUGHES REVOCABLE TRUST AND FLORENCE H. HUGHES, TRUSTEE OF FLORENCE H. HUGHES REVOCABLE TRUST
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03658
T(Jun4,11,18,25)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from CARL J. HUGHES, TRUSTEE OF CARL J. HUGHES REVOCABLE TRUST AND FLORENCE H. HUGHES, TRUSTEE OF FLORENCE H. HUGHES REVOCABLE TRUST to UNITED COMMUNITY BANK, dated April 23, 2010, recorded June 4, 2010, in Deed Book 475, Page 249, Towns County, Georgia records, as last modified by Modification of Security Deed dated May 16, 2013, recorded in Deed Book 537, Page 132, Towns County, Georgia records, said Security Deed being given to secure a Note from CARL J. HUGHES, TRUSTEE OF THE CARL J. HUGHES REVOCABLE TRUST, FLORENCE H. HUGHES, TRUSTEE OF THE FLORENCE H. HUGHES REVOCABLE TRUST, CARL J. HUGHES AND FLORENCE H. HUGHES dated May 16, 2013, in the original principal amount of One Hundred Eighty Nine Thousand Two Hundred Twenty Nine and 97/100 ($189,229.97) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in July, 2014, the following described property:
All that tract or parcel of land lying and being in Land Lot 141, 18th District, 1st Section, Towns County, Lot 11 and containing 0.755 acres, more or less as shown on a plat of survey by Land Tech Surveying, Inc., dated June 25, 2003, recorded in Plat Book 32, Page 29, Towns County, Georgia records which description on said plat is incorporated herein by reference and made a part hereof.
Subject to all matters and conditions as shown on above referenced plat of survey.
The property is conveyed together with and subject to the General Covenants and Restrictions for Scataway Creek Subdivision as recorded in Deed Book 262, Pages 560-564, as revised in Deed Book 294, Pages 20-22, Towns County, Georgia records.
Subject to easement to Blue Ridge Mountain EMC as recorded in Deed Book 262, Page 767, Towns County, Georgia records.
Also conveyed herewith is a non-exclusive perpetual easement for ingress and egress along Anders Road 20 feet in width and Ramsey Road 50 feet in width as shown on the aforementioned plat of survey.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is CARL J. HUGHES, TRUSTEE OF CARL J. HUGHES REVOCABLE TRUST AND FLORENCE H. HUGHES, TRUSTEE OF FLORENCE H. HUGHES REVOCABLE TRUST or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for CARL J. HUGHES, TRUSTEE OF CARL J. HUGHES REVOCABLE TRUST AND FLORENCE H. HUGHES, TRUSTEE OF FLORENCE H. HUGHES REVOCABLE TRUST
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03659
T(Jun4,11,18,25)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from CARL HUGHES and FLORENCE HUGHES to UNITED COMMUNITY BANK, dated February 9, 2010, recorded February 9, 2010, in Deed Book 469, Page 577, Towns County, Georgia records, said Security Deed being given to secure a Note from CARL J. HUGHES and FLORENCE H. HUGHES dated March 9, 2011, in the original principal amount of One Hundred Forty Nine Thousand and 00/100 ($149,000.00) 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 at Towns County, Georgia, within the legal hours of sale on the first Tuesday in July, 2014, the following described property:
All that tract or parcel of land lying and being in Land Lot 180 & 201, 18th District, 1st Section, Towns County, and containing 1.038 acres, more or less as shown on a plat of survey by Northstar Surveying & Mapping, Inc., W. Gary Kendall R.L.S. #2788, dated April 25, 2006 and filed and recorded in Plat Book 36, Page 26, Towns County, Georgia records. Said plat is incorporated herein by reference and made a part hereof.
Subject to all matters and conditions as shown on the above referenced plat of survey.
Subject to the Water line easement conveyed to Towns County Water and Sewerage Authority as recorded in Deed Book 71, Page 779, Towns County, Georgia records.
Subject to the Easement to Blue Ridge Mountain EMC as filed and recorded in Deed Book 274, Pages 92-93, Towns County, Georgia records.
Subject to the Reservation and Restrictive Covenants filed and recorded in Deed Book 74, Page 844, Towns County, Georgia records.
Also conveyed with and subject to the easement over and across Nowland Road from Swallows Creek Road as shown on above referenced plat of survey.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, 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 CARL HUGHES and FLORENCE HUGHES or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for CARL HUGHES and FLORENCE HUGHES
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03658
T(Jun4,11,18,25)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Gregory A Bishop to Mortgage Electronic Registration Systems, Inc., as nominee for Branch Banking and Trust Company, it's successors and assigns, dated April 15, 2011, recorded in Deed Book 493, Page 280, Towns County, Georgia Records, as last transferred to Branch Banking and Trust Company by assignment recorded in Deed Book 535, Page 148, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 0/100 DOLLARS ($158,867.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in July, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Branch Banking and Trust Company is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Branch Banking & Trust Company, 301 College Street, PVN #101729, Greenville, SC 29601, 800-827-3722. To the best knowledge and belief of the undersigned, the party in possession of the property is Gregory A Bishop or a tenant or tenants and said property is more commonly known as 824 Bent Tree Ln, Young Harris, Georgia 30582. 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. Branch Banking and Trust Company as Attorney in Fact for Gregory A Bishop McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ecb 7/1/14 Our file no. 5205213-FT1 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lots 63, 17th District, 1st Section, Towns County, Georgia, containing 0.79 acres, and being shown as Lot Seventy-Nine (79) of Pine Crest Subdivision, Phase II, on a plat of survey by Tamrok Engineering, Inc., dated June 4, 1988, recorded in Plat Book 11, Page 138, Towns County records, which description of said plat is incorporated herein and made a part hereof. The property is conveyed subject to the restrictions of record pertaining to Pine Crest Development, Phase II as recorded in Deed Book 94, Pages 179-180, as amended in Deed Book 438, Pages 133-170, Towns County, Georgia records. The property is conveyed subject to the road rights of way as shown on said plat.. MR/ecb 7/1/14 Our file no. 5205213 - FT1
T(Jun4,11,18,25)B