Times Herald

Legal Notices for July 10, 2013

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Roy H. Mullins
All creditors of the estate of Roy H. Mullins, deceased of Towns County, Hiawassee, Georgia are hereby notified to render to their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.
This 11th day of June, 2013
Roy Hoyt Mullins
Personal Representative
Rebecca Mullins Road
Young Harris, GA 30582
706-379-3119
Tbh41b,26,Jul,10b

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Harry Allen Bostron
All creditors of the estate of Harry John Bostron, deceased, late of Towns County, Georgia are hereby notified to render their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.
This the 13th day of June, 2013
Marilyn G. Bostron
Personal Representative
1792 McKinney Rd.
Young Harris, GA 30582
706-379-3119
Tbh41b,26,Jul,10b

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of George E. Thorne
All creditors of the estate of George E. Thorne, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This the 10th day of June, 2013
Gail Hughes,
Personal Representative
119 Mulberrytown Road
Walhalla, SC 29691
781-891-6348
Tbh41b,26,Jul,10b

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Mixon Sellers
All creditors of the estate of Mixon Sellers, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This the 21st day of June, 2013
Patricia A. Sellers
Personal Representative
PO Box 841
McCaysville, GA 30555
706-492-8897
Tbh41b,Jul,10,17b

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Alan Wayne Minelle
All creditors of the estate of Alan Wayne Minelle, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.
This 25th day of June, 2013
Michael A. Minelle,
Personal Representative
PO Box 854,
Hiawassee, GA 30582
706-851-9386
Tbh41b,Jul,10,17b

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Carl Lynn Vaughn
All creditors of the estate of Carl Lynn Vaughn, 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 25th day of June, 2013.
Cynthia Sue Vaughn, Landlord
Personal Representative
1275 Parkside Drive
Fayetteville, Georgia 30214
Tbh41b,17,24b

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
All creditors of the estate of EARNEY BURRELL, 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 24th day of June, 2013.
Walter L. Haines, Executor
of the Estate of Marilyn Haines
PO BOX 524
Hiawassee, GA 30546
706-896-9699
Tbh41b,17,24b

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Lucy Maria Brana
All creditors of the estate of Lucy Maria Brana, 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 1st day of July, 2013.
Glenn William Brana
2061 Eagle Ridge Drive
Conyers, Georgia 30094
770-929-1729
Tbh41b,17,24,31b

NOTICE
In compliance with O.C.G.A. 19-15-36, the Towns County Child Fatality Review Committee is requesting the following:
Annual Report: January 1, 2012 - December 31, 2012
Number of Reports Received by Committee: 1
Number of Reports of Death Investigations Completed: 1
Tbh41b9b

NOTICE
Discharge from Office and all Liability!
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF Tommy Gibson FOR DISCHARGE AS EXECUTOR OF THE ESTATE OF Barnett Gibson, DECEASED.
To: All interested parties and interested parties (and all singular the heirs and all legal representatives and all persons indebted to said estate and to whom it may concern:
This is to notify you that the petition, if there is any, to the above referenced petition, in this Court on or before July 22, 2013.
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. Bernsey
PROBATE CLERK/DEPUTY CLERK
48 River St. Suite C
ADDRESS
Hiawassee, GA 30546
706-896-3407
TELEPHONE NUMBER
Tbh41b,Jul,10,17b

IN THE PROBATE COURT
STATE OF GEORGIA
COUNTY OF TOWNS
IN THE JUVENILE COURT
IN RE: Chase Ryan Bostron
Child Under the Age of Eighteen (18) Years
NOTICE OF DEPRIVATION HEARING
TO: Jenelle Gibson, Natural Guardian/Putative Father
Pertenal Grandmother of the Above-Named Child
By Order for Service by Publication dated the 4th day of July, 2013, in the above-entitled that on the 30th day of May, 2013, the Towns County Department of Family and Children Services, Georgia Department of Human Services, filed a Petition for Dependency Custody (Deprivation) against you in the above-entitled Court concerning the child remains deprived. You are required to file an answer to the Petition within 30 days serve upon Special Assistant Attorney General Anthony J. Zaic, an answer in writing within sixty (60) days of the date of the Order for Service by Publication.
This Court will conduct a provisional hearing upon the allegations of the Petition and enter an interim order of disposition pursuant to O.C.G.A. § 15-11-39.2 on the 19th day of July, 2013 at 9:30 a.m., at the Towns County Courthouse, Hiawassee, Georgia. Failure to file an answer and appear and answer the allegations of the Petition and the findings of facts and orders of disposition set forth in the provisional hearing order will become final at the final hearing unless you appear at the final hearing. The hearing shall appear personally before this Court at the courthouse in person.
This Court will conduct a final hearing upon the allegations of the Petition and enter an order of disposition on the 13th day of August, 2013 at 9:30 a.m. at the Towns County Courthouse, Hiawassee, Georgia.
The child and the 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 your own lawyer, but cannot afford to hire a lawyer and indigent 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 one will be appointed to represent you. If you want a lawyer appointed to represent you, you must tell the Court or the officer of this Court handling this case know that you want a lawyer appointed.
Witness, the Honorable Gerald Bruce, Judge of said Court this the 4th day of June, 2013
Honorable Gerald Bruce
Judge, Juvenile Court
Towns County, Georgia
Tbnotb JuvCourt
Tbjuv4,Jul,10,17,31b

NOTICE
To all persons claiming an interest in:
2000 - 24' - Sylvan - 24T21
Notice will apply to SCDNR for title on watercraft/outboard motor. If you have any claim to the above mentioned property, contact SCDNR at 803-734-3856. Upon 30 days after the date of the first ad, settlement if no claim or interest is made and the watercraft/outboard motor will be been reported stolen. SCDNR shall issue clean title.
Case No. 2013063195SCD
Tbjuv4,Jul,10,17,31b

NOTICE
(For Discharge from Office and Liability)
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF Earl C. Hunter and Steve G. Hunter FOR DISCHARGE AS Executors of the Estate of Ruth Hunter, DECEASED.
To: Brandon Ann Steinberg, a beneficiary under the Will of Lettie Hunter Hamilton:
This is to notify you to file objections, if there is any, to the above referenced petition, in this Court on or before July 25, 2013.
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.
Hon. David Rogers
PROBATE JUDGE
By: Kerry L. Bernsey
PROBATE CLERK/DEPUTY CLERK
48 River St. Suite C
ADDRESS
Hiawassee, GA 30546
706-896-3407
TELEPHONE NUMBER
Tbjuv4,10,17,24b

IN THE PROBATE COURT
STATE OF GEORGIA
COUNTY OF TOWNS
IN RE: ESTATE OF
Donald Lewis Smith, DECEASED
ESTATE NO. 2013-42
NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT
The petition of Marianne Smith, for a year's support from the estate of Donald Louis Smith, deceased, for decedent's surviving spouse, having been duly filed all interested persons and creditors are hereby notified to show cause, if any there be, on or before July 22, 2013, why said petition should not be granted.
All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings 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
ADDRESS
Hiawassee, GA 30546
706-896-3407
TELEPHONE NUMBER
David Rogers
PROBATE JUDGE
By: Kerry L. Bernsey
PROBATE CLERK/DEPUTY CLERK
Tbnotb,10,17,24b

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. McCarter and Tonya C. McCarter to Inner of Community Bank and Trust dated April 26, 2006, recorded in Deed Book 489, page 495-500 of the Towns County Deed Records, and assigned by operation of that Transfer and Assignment of Deed to Secure Debt from FDIC, in its capacity as Receiver for Community Bank & Trust, to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., dated April 24, 2011, recorded at Deed Book 489, Pages 41-44 of the Towns County Deed Records [DATE], recorded at Deed Book [NUMBER], Pages [NUMBER] of the [COUNTY] Deed Records, the undersigned will sell at public auction to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in August, that being August 6, 2013, the following:
Tract A
All that tract or parcel of land lying and being in District 17, Section 1, Land Lot 35, Towns County, Georgia, containing 1.511 acres, more or less, and being the property described by Survey Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Kendall, Registered Surveyor, dated October 2, 2001, recorded March 1, 2002 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 easement to run over, across, through, and under said property to and from said Tract Two (2) and ingress to and from said Tract Two (2) and Hogard Road and for the purpose of plumbing utilities within said twenty (20') foot utility easement as shown on said plat and survey. The road/utility easement referenced above shall be located within the first, the first part and party of the second part, their successors, and their heirs and assigns.
Subject to that easement to Russell Mashburn and Hogard Road, Inc., 2006, page 515 of Towns County, GA records.
Tract B
All that tract or parcel of land situate, lying and being in District 17, Section 1, Land Lot 35, Towns County, Georgia, containing 1.000 acres, more or less, and being shown as Tract One (1) on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Kay Kendall, Georgia Reg. No. 2352, dated October 27, 2001, as revised March 7, 2002 and recorded in Plat Book 30, Page 56, in the Office of the Clerk of the Superior Court of Towns County, Georgia, said plat being incorporated by reference herein.
Also conveyed herewith is a non-exclusive perpetual easement for ingress and egress and utilities the run over, across, through, and under said Tract Two (2) from Hogard Road to the above described property along the twenty (20') foot easement as shown on the above referenced plat until such time as Tract Two (2) shall be sold and then across Tract 2 as more fully described in that certain Deed of Easement between Timothy J. Swartz and Rhonda L. Swartz, parties of the first part, and Russell Mashburn (party of the second part), as recorded in Deed Book 2006, page 518, Towns County, Georgia Records. The Road/Utility Easement referenced above shall be located within the part of the first part and party of the second part, their successors, and their 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 of even date ("Note"), dated May 17, 2011, in the original principal amount of $ 278,532.81, payably, principal and interest from the date thereof in accordance with the terms of the Note until paid.
Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed, including but not limited to, payment of installments owed thereunder. The full balance of said debt has, therefore, been declared due and the Security Deed foreclosable pursuant to its terms.
The debt remaining in default, the property will be sold for the highest bidder for cash and the proceeds of said sale will be applied to the payment of said indebtedness and all expenses of sale, including attorney's fees and costs, and the balance, if any, will be disbursed as provided by law.
The property is subject to the following rights: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
TRACT ONE:
All that tract or parcel of land lying and being in the 1th District, First Section, part of Land Lots 18 and 19, Towns County, GA, and being described as follows:
BEGINNING on an iron stake at the Ray Mashburn line and running a North direction for a iron pin, 210 feet; thence a Northwest direction 210 feet to an iron pin; thence a South direction 210 feet to an iron pep; thence an East direction 210 feet to the point of beginning. Containing one (1) acre.
Property is conveyed subject to the Foster Adam (1.) property to the said above described property as recorded in a deed from Adam L. Foster to Ray Foster, dated August 31, 1970.
This property is also a road right of way of sixteen (16) feet, between said Adam L. Foster property and the above described property.
1980 Redman Flamingo 12 x 56 mobile home located at 1405 Abe Cove Road, Hiawassee, Georgia 30546
The indebtedness secured by said Deed to Secure Debt hereinabove described is now payable because of default in the payment of said indebtedness and other default events of default, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees and costs, and the balance, if any, will be paid to the party or parties legally entitled thereto.
The property will be sold subject to the following:
(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all outstanding ad valorem taxes, which would be disclosed by an accurate inquiry and inspection of the property, including ad valorem taxes and assessments, if any; (3) unpaid water or sewer bills, and that constitute liens against the property, whether due and payable or not and if not payable; and (4) matters of record superior to the Security Deed first set above.
The entity with full authority to negotiate, amend and modify all terms of the mortgage with Debtor is SCBT d/b/a CBT, a Division of SCBT, N.A. 1101 North Main Street, Cornelia, Georgia, 30531; phone number 706-778-3157.
To the best of the undersigned's knowledge and belief the party in possession is Phillip R. Kelley and Teresa J. Kelley or a tenant or tenants.
The sale will be conducted subject to (1) 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 as shown on the plat. Loss and Secure Debt.
SCBT d/b/a CBT, a Division of SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., as Attorney-in-fact for Phillip R. Kelley and Teresa J. Kelley.
This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.
M. Keith York
Kimsey, Kimsey & York
P O. Box 30
Cornelia, GA 30531
(706) 778-8823
Tbnotb,17,24,31b

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. McCarter and Tonya C. McCarter to Inner of Community Bank and Trust dated April 26, 2006, recorded in Deed Book 489, page 495-500 of the Towns County Deed Records, and assigned by operation of that Transfer and Assignment of Deed to Secure Debt from FDIC, in its capacity as Receiver for Community Bank & Trust, to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., dated April 24, 2011, recorded at Deed Book 489, Pages 41-44 of the Towns County Deed Records [DATE], recorded at Deed Book [NUMBER], Pages [NUMBER] of the [COUNTY] Deed Records, the undersigned will sell at public auction to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in August, that being August 6, 2013, the following:
Tract A
All that tract or parcel of land lying and being in District 17, Section 1, Land Lot 35, Towns County, Georgia, containing 1.511 acres, more or less, and being the property described by Survey Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Kendall, Registered Surveyor, dated October 2, 2001, recorded March 1, 2002 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 easement to run over, across, through, and under said property to and from said Tract Two (2) and ingress to and from said Tract Two (2) and Hogard Road and for the purpose of plumbing utilities within said twenty (20') foot utility easement as shown on said plat and survey. The road/utility easement referenced above shall be located within the first, the first part and party of the second part, their successors, and their heirs and assigns.
Subject to that easement to Russell Mashburn and Hogard Road, Inc., 2006, page 515 of Towns County, GA records.
Tract B
All that tract or parcel of land situate, lying and being in District 17, Section 1, Land Lot 35, Towns County, Georgia, containing 1.000 acres, more or less, and being shown as Tract One (1) on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Kay Kendall, Georgia Reg. No. 2352, dated October 27, 2001, as revised March 7, 2002 and recorded in Plat Book 30, Page 56, in the Office of the Clerk of the Superior Court of Towns County, Georgia, said plat being incorporated by reference herein.
Also conveyed herewith is a non-exclusive perpetual easement for ingress and egress and utilities the run over, across, through, and under said Tract Two (2) from Hogard Road to the above described property along the twenty (20') foot easement as shown on the above referenced plat until such time as Tract 2 shall be sold and then across Tract 2 as more fully described in that certain Deed of Easement between Timothy J. Swartz and Rhonda L. Swartz, parties of the first part, and Russell Mashburn (party of the second part), as recorded in Deed Book 2006, page 518, Towns County, Georgia Records. The Road/Utility Easement referenced above shall be located within the part of the first part and party of the second part, their successors, and their 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 of even date ("Note"), dated May 17, 2011, in the original principal amount of $ 278,532.81, payably, principal and interest from the date thereof in accordance with the terms of the Note until paid.
Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed, including but not limited to, payment of installments owed thereunder. The full balance of said debt has, therefore, been declared due and the Security Deed foreclosable pursuant to its terms.
The debt remaining in default, the property will be sold for the highest bidder for cash and the proceeds of said sale will be applied to the payment of said indebtedness and all expenses of sale, including attorney's fees and costs, and the balance, if any, will be disbursed as provided by law.
The property is subject to the following rights: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
TRACT ONE:
All that tract or parcel of land lying and being in the 18th District, First Section, part of Land Lots 18 and 19, Towns County, GA, and being described as follows:
BEGINNING on an iron stake at the Ray Mashburn line and running a North direction for a iron pin, 210 feet; thence a Northwest direction 210 feet to an iron pep; thence a South direction 210 feet to an iron pep; thence an East direction 210 feet to the point of beginning. Containing one (1) acre.
Property is conveyed subject to the Foster Adam (1.) property to the said above described property as recorded in a deed from Adam L. Foster to Ray Foster, dated August 31, 1970.
This property also has a road right of way of sixteen (16) feet, between said Adam L. Foster property and the above described property.
1980 Redman Flamingo 12 x 56 mobile home located at 1405 Abe Cove Road, Hiawassee, Georgia 30546
The indebtedness secured by said Deed to Secure Debt hereinabove described is now payable because of default in the payment of said indebtedness and other default events of default, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees and costs, and the balance, if any, will be paid to the party or parties legally entitled thereto.
The property will be sold subject to the following:
(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all outstanding ad valorem taxes, which would be disclosed by an accurate inquiry and inspection of the property, including ad valorem taxes and assessments, if any; (3) unpaid water or sewer bills, and that constitute liens against the property, whether due and payable or not and if not payable; and (4) matters of record superior to the Security Deed first set above.
The entity with full authority to negotiate, amend and modify all terms of the mortgage with Debtor is SCBT d/b/a CBT, a Division of SCBT, N.A. 1101 North Main Street, Cornelia, Georgia, 30531; phone number 706-778-3157.
To the best of the undersigned's knowledge and belief the party in possession is Phillip R. Kelley and Teresa J. Kelley or a tenant or tenants.
The sale will be conducted subject to (1) 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 as shown on the plat. Loss and Secure Debt.
SCBT d/b/a CBT, a Division of SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., as Attorney-in-fact for Phillip R. Kelley and Teresa J. Kelley.
This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.
M. Keith York
Kimsey, Kimsey & York
P O. Box 30
Cornelia, GA 30531
(706) 778-8823
Tbnotb,17,24,31b

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF TOWNS
Because of a default in the payment of the indebtedness and other default events of the Security Deed, dated April 28, 2006, executed by Harvey L. Windsor, Jr. and Rachel T. Windsor to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Community Mortgage Services, Inc., recorded in Deed Book 470, Page 420, Towns County, Georgia Deed Records, and securing a note in the original principal amount of $119,000.00, said Security Deed last having been assigned to Wells Fargo Bank, N.A. the current holder thereof, has declared the entire unpaid balance of said indebtedness evidenced by the Note immediately due and payable, and pursuant to the power of sale contained in said Security Deed, will, on the first Tuesday in August, 2013, being August 6, 2013, during the legal hours of sale, before the Towns County Courthouse door in Hiawassee, Georgia, to the highest bidder for cash, the following described property:
All that tract or parcel of land lying and being in Land Lot 142, 17th District, 1st Section, Towns County, Georgia, containing 0.669 acres, more or less, and being more particularly described on plat of survey prepared by Stephen Mashburn, dated 5/19/06 and filed and recorded at Plat Book 37, Page 52-57, Towns County, Georgia records. Said plat being incorporated herein by reference.
The property is conveyed subject to easement to Blue Ridge Mountain EMC as recorded at Deed Book 171, Page 711-713, Towns County, Georgia records.
The property is conveyed subject to and subject to Restrictions, Limitation and Covenants of The Overlook at Young Harris as filed and recorded at Deed Book 402, Page 1-4, Towns County, Georgia records.
Also conveyed herewith is a perpetual, non-exclusive easement for ingress, egress and utilities over and across the subdivision roads as shown on said plat. Grantor herein retains a perpetual, non-exclusive easement for ingress, egress, access, repairs and maintenance of the subdivision roads over and across the property located in the northeastern corner of the above described tract.
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 sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees has been given). Sold 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 above.
To the best knowledge and belief of the undersigned, the party in possession of the property is DOUGLAS STOWERS or a tenant or tenants.
TOWNS COUNTY BANK N/K/A UNITED COMMUNITY BANK,
as attorney in fact for DOUGLAS STOWERS
Sitter & Harbison, PLLC
320 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7392
File No. 748A4-O3S6
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Tbnotb,17,24,31b

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Sherry Holden and Amanda Holden to Mortgage Electronic Registration Systems, Inc. as nominee for Countywide Bank, FSB dated 1/9/2007 and recorded in Deed Book 448 Page 179, TOWNS County, Georgia records; as last assigned to U.S. Bank National Association, conveying the after-described property, to secure a Note in the original principal amount of $ 126,316.00, with interest at a rate specified therein, which Note is held by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on August 06, 2013 being the first Tuesday in said month; 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, 06/11/2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 142, 17th District, 1st Section, Towns County, Georgia, containing 0.669 acres, more or less, and being more particularly described on plat of survey prepared by Stephen Mashburn, dated 5/19/06 and filed and recorded at Plat Book 37, Page 52-57, Towns County, Georgia records. Said plat being incorporated herein by reference.
The property is conveyed subject to easement to Blue Ridge Mountain EMC as recorded at Deed Book 171, Page 711-713, Towns County, Georgia records.
The property is conveyed subject to and subject to Restrictions, Limitation and Covenants of The Overlook at Young Harris as filed and recorded at Deed Book 402, Page 1-4, Towns County, Georgia records.
Also conveyed herewith is a perpetual, non-exclusive easement for ingress, egress and utilities over and across the subdivision roads as shown on said plat. Grantor herein retains a perpetual, non-exclusive easement for ingress, egress, access, repairs and maintenance of the subdivision roads over and across the property located in the northeastern corner of the above described tract.
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 has been given). Sold 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 above.
To the best knowledge and belief of the undersigned, the party in possession of the property is DOUGLAS STOWERS or a tenant or tenants.
TOWNS COUNTY BANK N/K/A UNITED COMMUNITY BANK,
as attorney in fact for DOUGLAS STOWERS
Sitter & Harbison, PLLC
320 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7392
File No. 748A4-O3S6
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Tbnotb,17,24,31b

NOTICE OF SALE UNDER POWER.
TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Sherry Holden and Amanda Holden to Mortgage Electronic Registration Systems, Inc. as nominee for Countywide Bank, FSB dated 1/9/2007 and recorded in Deed Book 448 Page 179, TOWNS County, Georgia records; as last assigned to U.S. Bank National Association, conveying the after-described property, to secure a Note in the original principal amount of $ 126,316.00, with interest at a rate specified therein, which Note is held by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on August 06, 2013 being the first Tuesday in said month; 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, 06/11/2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 142, 17th District, 1st Section, Towns County, Georgia, containing 0.655 acres, more or less, and being shown as Tract 2 on a plat of survey by Tamrok Associates, Inc., dated September, 1985, recorded in Plat Book 19-page 3 Towns County records which description is incorporated herein by reference and made a part hereof.
Said property is sold subject to all conditions as shown on above referenced plat of survey, the property is conveyed subject to the 30 foot easement as shown on the above referenced plat of survey.
The property is restricted to a single family dwelling and no manufactured homes or mobile homes.
The grantor grants to grantee a perpetual easement across 30 feet of the southeastern side of Tract 1 as shown on said plat. The grantee shall be allowed to install an underground electric line over said easement.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees has been given). Sold 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 above.
To the best knowledge and belief of the undersigned, the party in possession of the property is DOUGLAS STOWERS or a tenant or tenants and possibly Sherry Holden and Amanda Holden or tenant or tenants.
Clerk of American Legion Post 140 is the individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established guidelines.
Bank of America
Home Loans Servicing Center
700 Corporate Drive
Plano, TX 75024
(800) 669-2222
Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.
Sold property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable); (b) unpaid water or sewer bills that constitute a lien against the property, whether due and payable or not yet due and payable and which may not be of record; (c) the right of redemption of any taxing authority; (d) any matters which might be disclosed by an accurate survey and inspection of the property; and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation of the status of the loan and non-judicial sales in the State of Georgia. The Deed Under Power and other foreclosure documents may not be provided until final confirmation of the status of the loan as provided immediately above.
BANK OF AMERICA, N.A. as agent and Attorney in Fact for Jeffery Holden and Amanda Holden
Aldridge Connors, LLP 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-007497768A
Tbnotb,17,24,31b

NOTICE OF SALE UNDER POWER.
TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Sherry Holden and Amanda Holden to Mortgage Electronic Registration Systems, Inc. as nominee for Countywide Bank, FSB dated 1/9/2007 and recorded in Deed Book 448 Page 179, TOWNS County, Georgia records; as last assigned to U.S. Bank National Association, conveying the after-described property, to secure a Note in the original principal amount of $ 126,316.00, with interest at a rate specified therein, which Note is held by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on August 06, 2013 being the first Tuesday in said month; 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, 06/11/2013, the following described property:
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Said property is sold subject to all conditions as shown on above referenced plat of survey, the property is conveyed subject to the 30 foot easement as shown on the above referenced plat of survey.
The property is restricted to a single family dwelling and no manufactured homes or mobile homes.
The grantor grants to grantee a perpetual easement across 30 feet of the southeastern side of Tract 1 as shown on said plat. The grantee shall be allowed to install an underground electric line over said easement.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees has been given). Sold 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 above.
To the best knowledge and belief of the undersigned, the party in possession of the property is DOUGLAS STOWERS or a tenant or tenants and possibly Sherry Holden and Amanda Holden or tenant or tenants.
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Bank of America
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Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.
Sold property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable); (b) unpaid water or sewer bills that constitute a lien against the property, whether due and payable or not yet due and payable and which may not be of record; (c) the right of redemption of any taxing authority; (d) any matters which might be disclosed by an accurate survey and inspection of the property; and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation of the status of the loan and non-judicial sales in the State of Georgia. The Deed Under Power and other foreclosure documents may not be provided until final confirmation of the status of the loan as provided immediately above.
BANK OF AMERICA, N.A. as agent and Attorney in Fact for Jeffery Holden and Amanda Holden
Aldridge Connors, LLP 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-007497768A
Tbnotb,17,24,31b

STATE OF GEORGIA
TOWNS COUNTY
**NOTICE OF