Towns Countyerald

Legal Notices for July 31, 2013

NOTICE TO CREDITORS AND DEBTORS
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 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.
Nancy Nelson Hoover
2061 Eagle Ridge Drive
Cumming, Georgia 30041
770-929-1729
TUN07/31,2013

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Jerry Lee Sanders
All creditors of the estate of Jerry Lee Hawassee, 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 23rd day of July, 2013.
Administrator
1416 Enchantment Way,
Hiawassee, GA 30546
706-896-1416
TUN07/31,2013

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Wilma Purpose
All creditors of the estate of Wilma Purpose, deceased of Towns County, Hiawassee, Georgia are hereby notified to render their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.
This 23rd day of July, 2013.
Executor
5 Austin Place,
Glendale, MD 63122
314-517-0582
TUN07/31,Aug01,14,2013

NOTICE TO DEBTORS AND CREDITORS
COUNTY OF TOWNS
ESTATE OF: G. Ben L. LEDFORD
All creditors of the estate of Ola L. Ledford deceased 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 19th day of July, 2013.
Russell M. Stookey, Attorney at Law
Stookey Law Firm
P.O. Box 310
Hiawassee, GA 30546
706-896-2241
TUN07/31,Aug07,14,2013

NOTICE OF ARTICLES OF INCORPORATION
Notice is given that articles of incorporation for Towns County Dentistry, PC have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1690 Stonecrest Circle, Hiawassee, Georgia and the initial registered agent of such address is Judy Horton.
TUN07/31,Aug07,14,2013

NOTICE OF INTENT TO INCORPORATE
Notice is given that the Articles of Incorporation for Allisaprilz, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 2608 Dock Dr; Hiawassee, Georgia and its registered agent at such address is Shannon Parks.
TUN07/31,Aug07,14,2013

NOTICE OF INTENT TO INCORPORATE
Notice is given that the Articles of Incorporation for Alliance02, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office for the corporation will be located at 2608 Dock Dr; Hiawassee, Georgia and its registered agent at such address is Shannon Parks.
TUN07/31,Aug07,14,2013

IN THE PROBATE COURT
TOWNS COUNTY
STATE OF GEORGIA
ESTATE OF: Donald Raymond Nicholson, DECEASED
Joyce Nicholson
NOTICE
To: Steve Nicholson and Darlene Carty
(List here all interested parties having an interest in the estate of the above named Decedent)
This is to notify you to file objection, if there is any, to the above referenced petition, in accordance with the Georgia Laws. Failure to file a written objection within the time specified in the petition will be deemed as a waiver of your rights to object to the petition and the granting of the requested relief. If no objections are filed, the petition will be granted without a hearing.
48 River St. Suite C
PO Box 1223
Hiawassee, GA 30546
706-896-2500
Number
David Rogers
Judge for the Probate Court
By: Kerry L. Bernzy
Clerk of the Probate Court
TUN07/31,Aug07,14,2013

NOTICE OF PUBLIC HEARING ON PROPOSED PLAN OF REHABILITATION BY JOINT OFFICE MENT AUTHORITY OF FANNIN COUNTY, TOWNS COUNTY AND UNION COUNTY FOR THE BENEFIT OF YOUNG HARRIS COLLEGE
YOU ARE HEREBY NOTIFIED that on August 15, 2013, at 2:00 P.M., in the Grand Jury Room, 2nd Floor, 48 River Street, Hiawassee, Georgia 30546, the Joint Development Authority of Fannin County, Towns County and Union County (the "Issuer"), will hold a public hearing with respect to the proposed plan of financing involving the issuance by the Issuer of not its exceed maximum principal in amount not to exceed $10,000,000 (the "Bond") to finance the Bond are to be loaned to and used by Young Harris College, a nonprofit corporation (the "Borrower"), and the owner and operator of Young Harris College (the "College"), for the purpose of (a) financing, refinancing or reimbursing the costs of the acquisition, construction and installation of certain real buildings and personal property to be used as a student housing facility and related facilities, located on the campus of the College at 1 College Street, Young Harris, Georgia 30582 (the "Project") and (b) pay all or a portion of the costs of issuance of the Bond. The Borrower will own and operate the Project.
The Bond will not constitute an indebtedness or obligation of the State of Georgia or any political, municipal corporation or political subdivision thereof, but will be payable solely from the revenues and/or performance review (the "Independent Auditor") and other amounts pledged to the payment thereof.
Any person interested in the proposed issuance of the Bond or the location or the nature of the Project may be heard. Financed, refinanced or reimbursed from the proceeds of the Bond will be for a purpose and be heard.
Pursuant to O.C.G.A. Section 36B2100, the Issuer hereby notifies all interested parties that public hearing with respect to the proposed plan of financing involving the issuance by the Issuer of its tax exempt revenue bonds in an amount not to exceed $10,000,000 (the "Bond") to finance the Bond are to be loaned to and used by Young Harris College, a nonprofit corporation (the "Borrower"), and the owner and operator of Young Harris College (the "College"), for the purpose of (a) financing, refinancing or reimbursing the costs of the acquisition, construction and installation of certain real buildings and personal property to be used as a student housing facility and related facilities, located on the campus of the College at 1 College Street, Young Harris, Georgia 30582 (the "Project") and (b) pay all or a portion of the costs of issuance of the Bond. The Borrower will own and operate the Project.
The Bond will not constitute an indebtedness or obligation of the State of Georgia or any political, municipal corporation or political subdivision thereof, but will be payable solely from the revenues and/or from the Borrower and pledged to the payment thereof.
Any person interested in the proposed issuance of the Bond or the location or the nature of the Project may be heard. Financed, refinanced or reimbursed from the proceeds of the Bond will be for a purpose and be heard.
Pursuant to O.C.G.A. Section 36B2100, the Issuer hereby notifies all interested parties that public hearing with respect to the proposed plan of financing involving the issuance by the Issuer of its tax exempt revenue bonds in an amount not to exceed $10,000,000 (the "Bond") to finance the Bond are to be loaned to and used by Young Harris College, a nonprofit corporation (the "Borrower"), and the owner and operator of Young Harris College (the "College"), for the purpose of (a) financing, refinancing or reimbursing the costs of the acquisition, construction and installation of certain real buildings and personal property to be used as a student housing facility and related facilities, located on the campus of the College at 1 College Street, Young Harris, Georgia 30582 (the "Project") and (b) pay all or a portion of the costs of issuance of the Bond. The Borrower will own and operate the Project.
The Bond will not constitute an indebtedness or obligation of the State of Georgia or any political, municipal corporation or political subdivision thereof, but will be payable solely from the revenues and/or from the Borrower and pledged to the payment thereof.
Any person interested in the proposed issuance of the Bond or the location or the nature of the Project may be heard. Financed, refinanced or reimbursed from the proceeds of the Bond will be for a purpose and be heard.
JOINT DEVELOPMENT AUTHORITY OF FANNIN COUNTY, TOWNS COUNTY AND UNION COUNTY
TUN07/31,2013

IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
Ola Mae Victrum, DECEASED
ESTATE NO. 2013-56
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE
To: All Interested Parties
Take notice that Bruce Barton has petitioned to be appointed Administrator of the estate of Ola Mae Victrum, late of Towns County, Georgia. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. §53-12-261. Unless objections are filed, you 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 objections, and must be filed with the court on or before August 11, 2013. 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.
48 River St. Suite C
PO Box 1223
Hiawassee, GA 30546
706-896-2500
Number
David Rogers
Judge for the Probate Court
By: Kerry L. Bernzy
Clerk of the Probate Court
TUN07/31,Aug07,14,2013

NOTICE OF SUPERIOR OF PERSONAL PROPERTY VALUED AT LESS THAN $25,000
Pursuant to O.C.G.A. Section 44-5-191, 2 and any claiming an interest in the following property is hereby notified that on the 25th day of June, 2013, said property was seized by the undersigned agency in TOWNS COUNTY, GEORGIA.
Property Seized:
2002 Ford Ranger Pick-Up Truck
Red in Color
VIN # 1FTYR44V62PB50230
LA TAG # 0H7-9NN
Model: Ford Ranger
Make: Ford
Conduct giving rise to said seizure: On June 4th, 2013, the above-referenced vehicle was being used to facilitate a violation of O.C.G.A. 40-6-391 (Driving Under the Influence "DUI"). Said property was seized on June, 2013 at approximately 2:00 a.m. Grid Coordinate: On June 4, 2013, the Owner/Operator of the subject property was arrested and charged with the violation of the Georgia the above-referenced statute for that the Owner/Operator was convicted of the crime (5) DUI offenses in TN and Irwin Counties, Georgia, with dates of the offenses occurring on: June 4, 2008; February 18, 2009; April 25, 2011; May 4, 2011; and March 9, 2012. Likewise, said accused had previously been convicted of Driving Without Valid License Disqualification on May 6, 2011 must file a petition with the superior court of Habitual Violator on May 20, 2011. Thereafter, on June 4, 2013, the subject property was used as the chief instrumentality and proceeds of the crime of felony crime of felony offense of Driving Under the Influence of Alcohol and at that time the Owner/Operator was found to be in actual physical control of said subject property.
The owner of said property is purported to be:
William Harris Smith, Jr.
2713 Dave Ross Drive
Hiawassee, Georgia 30546
Any party claiming an interest in said property is hereby further notified that you must file an answer to the seizure and defense in accordance with §40-6-391.(2)(i) (1) within 30 days from the date of service on the condemnee of this action for condemnation. Upon your failure to answer, default, return receipt requested.
This 6th day of July, 2013
Jeff Langley
District Attorney
Enotah Judicial Circuit
Post Office Box 1778
Assistant District Attorney
Post Office Box 1223
Hiawassee, Georgia 30546
706-896-2500
SEIZING AGENCY:
Deputy Marc Burnette
Towns County Sheriff's Office
4070 State Highway 515
Young Harris, Georgia 30582
706-896-4444
TUN07/31,2013

IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
Ernest Hooper, DECEASED
ESTATE NO. 2013-51
NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT
The petition of Louise H. Hooper, for a year's support from the estate of Calvin James Hooper, 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 August 5, 2013, why the petition should not be granted.
Objections to the petition must be in writing, setting forth the grounds of any objections, and must be filed with the court before the time stated in the preceding paragraph. 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
PO Box 1223
Hiawassee, GA 30546
706-896-2500
Number
David Rogers
Judge for the Probate Court
By: Kerry L. Bernzy
Clerk of the Probate Court
48 River St. Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
TUN07/31,Aug07,14,2013

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 in favor of Community Bank and Trust dated April 28th, recorded in Deed Book 489, Page 495-500 of the Towns County Deed Records, and assigned pursuant to 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 501-504 of the Towns County Deed Records [DATE], recorded at Deed Book [NUMBER], Page [NUMBER] of the [COUNTY] County, Georgia 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 particularly described on a plat of survey for Willis Garrett & Russell Mashburn" by Forest Bradley Dyer, Georgia Reg. No. Kendall, Registered Surveyor, dated October 27, 2001, as revised March 7, 2003 and recorded in Plat Book 30, Page 55, in the Clerk of Superior Court's Office of Towns County, GA, said plat being incorporated herein by reference.
Also conveyed is a perpetual, non-exclusive easty (20') foot in width road easement, to run over, across, through, and under said easement by the parties hereto and their ingress to and from said Tract Two (2) and Tract Three (3) for the purpose of place, ing utilities within said twenty (20') foot easty road easement shown on plat of survey. The road/utility easement referenced herein shall be kept open for the use, in the first part and party of the second part, their successors, heirs and assigns forever.
Subject to that easement to Russell Mashburn as shown on plat of survey, 306, page 515 of Towns County, GA records.
Tract B
All that tract or parcel of land situate, lying and being in Land Lot 35, Land Lot 35, Towns County, Georgia, containing 1.407 acres, more particularly described as Tract One (1) on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Jay Kendall, Registered Land Surveyor, October 27, 2001, as revised March 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 herewith is a non-exclusive perpetual easement for ingress and egress and utilities the run over, across, through, and under) said Tract Two (2) and Tract Three (3) 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) and Tract Three (3) are accessed from a public road.
Taxes not accrued but which will become due for the subject property, and the levied expenses of said sale, all as provided in the Security Deed referenced, said sale to be subject to any and all unpaid taxes and assessments, easements, easements and liens of record with priority over the Security Deed referenced.
To the best of the undersigned's knowledge and belief, the property to be sold is the property of James M. McCarter, Jr. and Tonya C. McCarter and shall be in the name of James M. McCarter, Jr. and Tonya C. McCarter and shall be in the name 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 d/b/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact
Rubey, Oliver & Mahar, LLP
P. O. Box 1427
Gainesville, GA 30503
770-532-6127
ASH/mem/9881/WI152684
TUN07/31,Aug07,14,2013

GEORGIA, TOWNS COUNTY
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in that Deed to Secure Debt from Phillip R. Kelley and Teresa J. Kelley to Community Bank & Trust dated December 20, 2006, recorded January 25, 2010 in Deed Book 445, Page 1980 Records, N.A. d/b/a CBT, a Division of SCBT, N.A. pursuant to that Purchase and Sale Agreement and Limited Federal Deposit Insurance Corporation Receivership Agreement, in the Office of Clerk of Superior Court of Towns County, Georgia, and pursuant to Assignment of Deed to Secure Debt from Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., the undersigned will sell at public auction to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday in August, 2013 by 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 the following property:
TRACT ONE:
All that tract or parcel of land lying and being in the 18th District, First Section, part of Land Lots 189 and 162, bounded as follows:
BEGINNING on an iron stake at the Ray Mashburn line and running a North direction a distance of 1,320 feet, passing a Northwest direction 210 feet to an iron pin; thence in an East direction 210 feet to an iron pin; thence an East direction 210 feet to the point of beginning. Containing one (1) acre.
TRACT TWO: Being a portion of the Access Fee Foster (Adam L.) property to the said above described property as recorded in a deed from Adam L. Foster to Phillip R. Kelley dated August 31, 1970.
Property is subject to a road right of way of sixteen (16) feet, between said Adam L. Foster property and the property herein sold.
TRACT THREE:
Mobile 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 having been declared to be and payable because of default in the payment of indebtedness and other breaches of covenants of default, this sale will be made for the purpose of paying the same and the expenses of sale, including attorney's fees and expenses, the same to be paid out of the proceeds of this sale.
The property will be sold subject to the following:
(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all unpaid ad valorem taxes, which would be disclosed by an accurate survey and inspection of the property; (3) all outstanding ad valorem taxes and assessments, which are not disclosed by public records; (4) all rights of tenants and sewage facility that constitute liens against the property, which are not disclosed by public records or are payable; and (6) matters of record superior to the Security Deed to be foreclosed.
The entity with full authority to negotiate, amend and modify all terms of the mortgage with Debtor is SCBT d/b/a CBT, Division of SCBT, 440 North Main Street, Cornelia, Georgia, 30531; phone number 706-776-5121.
To the best of the undersigned's knowledge and belief the property in possession and Phillip R. Kelley and Teresa J. Kelley or a tenant or tenants.
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.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note or security deed.
Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the lender, (3) notifying who shall have full authority to negotiate, amend and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Mick C. Youngblood and the proceeds of said sale will be applied first to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.
Northeast Mortgage LLC
Attorney in Fact for
Mick C. Youngblood
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Attorney Docket Number
Publication Dates: 07-10-2013, 07-17-2013, 07-24-2013, 07-31-2013
File No. 11-06544 /CONV/jackson
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TUN07/17,24,31/13

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 in favor of Community Bank and Trust dated April 28th, recorded in Deed Book 489, Page 495-500 of the Towns County Deed Records, and assigned pursuant to 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 501-504 of the Towns County Deed Records [DATE], recorded at Deed Book [NUMBER], Page [NUMBER] of the [COUNTY] County, Georgia 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 particularly described as Tract 2, containing 1.511 acres, more particularly described on plat of survey for Willis Garrett & Russell Mashburn" by Forest Bradley Dyer, Georgia Reg. No. Kendall, Registered Surveyor, dated October 27, 2001, as revised March 7, 2003 and recorded in Plat Book 30, Page 55, in the Clerk of Superior Court's Office of Towns County, GA, said plat being incorporated herein by reference.
Also conveyed is a perpetual, non-exclusive easty (20') foot in width road easement, to run over, across, through, and under said easement by the parties hereto and their ingress to and from said Tract Two (2) and Tract Three (3) for the purpose of place, ing utilities within said twenty (20') foot easty road easement shown on plat of survey. The road/utility easement referenced herein shall be kept open for the use, in the first part and party of the second part, their successors, heirs and assigns forever.
Subject to that easement to Russell Mashburn as shown on plat of survey, 306, page 515 of Towns County, GA records.
Tract B
All that tract or parcel of land situate, lying and being in Land Lot 35, Land Lot 35, Towns County, Georgia, containing 1.407 acres, more particularly described as Tract One (1) on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Jay Kendall, Registered Land Surveyor, October 27, 2001, as revised March 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 herewith is a non-exclusive perpetual easement for ingress and egress and utilities the run over, across, through, and under) said Tract Two (2) and Tract Three (3) 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) and Tract Three (3) are accessed from a public road.
Taxes not accrued but which will become due for the subject property, and the levied expenses of said sale, all as provided in the Security Deed referenced, said sale to be subject to any and all unpaid taxes and assessments, easements, easements and liens of record with priority over the Security Deed referenced.
To the best of the undersigned's knowledge and belief, the property to be sold is the property of James M. McCarter, Jr. and Tonya C. McCarter and shall be in the name 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 d/b/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact
Rubey, Oliver & Mahar, LLP
P. O. Box 1427
Gainesville, GA 30503
770-532-6127
ASH/mem/9881/WI152684
TUN07/31,Aug07,14,2013

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 Jacob Turner to Mortgage Electronic Registration Systems, Inc., as nominee for USAA Federal Savings Bank, dated May 6, 2007, recorded May 8, 2007, in Deed Book 386, Page 813, Towns County, Georgia Records, as modified by Modification of Security Deed dated June 1, 2010, recorded in Deed Book 476, Page 187, Towns County, Georgia records, said Security Deed being given to secure a Note from JUAN R. HUDNICKI dated June 1, 2010, in the original principal amount of Eight Five Thousand Five Hundred Seventy One and 00/100 ($85,571.00) Dollars, as modified, 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 auction 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 August, 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 77, containing 1.030 acres, of Overlook at Young Harris, Inc., Phase III, as more particularly described on plat of survey for Young Harris Development, Inc., dated 5/19/06 and filed and recorded at Plat Book 27, Page 532-37, Towns County, Georgia records. Said plat being incorporated herein by reference.
The property is conveyed subject to all restrictions and conditions shown on the above referenced plat.
The property is conveyed subject to an easement to Blue Ridge Mountain EMC as recorded at Deed Book 151, Page 171, Towns County, Georgia records.
The property is sold together with and subject to Restrictions, Limitation and Conditions of The Overlook at Young Harris as filed and recorded at Deed Book 402, Page 750-784, Towns County, Georgia records.
Also conveyed herewith is a perpetual non-exclusive easement for ingress, egress and utilities over and across the subdivision roads to access said property. Grantor herein retains a perpetual, non-exclusive easement for ingress, egress, access, repairs and maintenance of the subdivision water facilities and lots which rently located in the northeastern corner of the above described lot.
The debt secured by said Security Deed has been declared to be and is 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 the 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 JUAN R. HUDNICKI or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for DIANE H. RUDNICKI
LAW OFFICES
Sitkes & Harbison, PLLC
320 West Main Street
Blue Ridge, Georgia 30513
706-632-7193
File No. 7484A-03014
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TUN07/31,Aug07,14,2013

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 DIANE H. RUDNICKI to UNITED COMMUNITY BANK, dated May 6, 2007, recorded May 8, 2007, in Deed Book 404, Page 813, Towns County, Georgia records, as modified by Modification of Security Deed dated June 1, 2010, recorded in Deed Book 476, Page 187, Towns County, Georgia records, said Security Deed being given to secure a Note from JUAN R. HUDNICKI dated June 1, 2010, in the original principal amount of Eight Five Thousand Five Hundred Seventy One and 00/100 ($85,571.00) Dollars, as modified, 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 auction 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 August, 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 77, containing 1.030 acres, of Overlook at Young Harris, Inc., Phase III, as more particularly described on plat of survey for Young Harris Development, Inc., dated 5/19/06 and filed and recorded at Plat Book 27, Page 532-37, Towns County, Georgia records. Said plat being incorporated herein by reference.
The property is conveyed subject to all restrictions and conditions shown on the above referenced plat.
The property is conveyed subject to an easement to Blue Ridge Mountain EMC as recorded at Deed Book 151, Page 171, Towns County, Georgia records.
The property is sold together with and subject to Restrictions, Limitation and Conditions of The Overlook at Young Harris as filed and recorded at Deed Book 402, Page 750-784, Towns County, Georgia records.
Also conveyed herewith is a perpetual non-exclusive easement for ingress, egress and utilities over and across the subdivision roads to access said property. Grantor herein retains a perpetual, non-exclusive easement for ingress, egress, access, repairs and maintenance of the subdivision water facilities and lots which rently located in the northeastern corner of the above described lot.
The debt secured by said Security Deed has been declared to be and is 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 the 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 DIANE H. RUDNICKI or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for DIANE H. RUDNICKI
LAW OFFICES
Sitkes & Harbison, PLLC
320 West Main Street
Blue Ridge, Georgia 30513
706-632-7193
File No. 7484A-03014
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TUN07/31,Aug07,14,2013

NOTICE OF SALE UNDER POWER
TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Jeffrey Holden and Amanda Holden to Mortgage Electronic Registration Systems, Inc. as nominee for Countywide Bank, FSB dated 1/8/2007 and recorded in Deed Book 448 Page 175, TOWNS County, Georgia records; as last assigned to U.S. Bank National Association, conveying the after-described property, secure a Note in the original principal amount of $ 126,316.00, with interest at rate specified therein, default having occurred and being SHOWN AS PARCEL ONE (1) OF A PLAT OF SURVEY PREPARED BY WARE ENGINEERS, INC., DATED MARCH 12, 2007 RECORDED IN PLAT BOOK 32 PAGE 206 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE.
TOGETHER WITH:
The debt secured by said Security Deed has been and is declared to be and is 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 the 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 DOUGLAS STOWERS or a tenant or tenants.
TOWNS COUNTY BANK N/K/A UNITED COMMUNITY BANK,
as attorney in Fact for DOUGLAS STOWERS
LAW OFFICES
Sitkes & Harbison, PLLC
320 West Main Street
Blue Ridge, Georgia 30513
706-632-7193
File No. 7484A-02506
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TUN07/31,Aug07,14,2013

NOTICE OF SALE UNDER POWER
TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Jeffrey Holden and Amanda Holden to Mortgage Electronic Registration Systems, Inc. as nominee for Countywide Bank, FSB dated 1/8/2007 and recorded in Deed Book 448 Page 175, TOWNS County, Georgia records; as last assigned to U.S. Bank National Association, conveying the after-described property, secure a Note in the original principal amount of $ 126,316.00, with interest at rate specified therein, default having occurred and being SHOWN AS PARCEL ONE (1) OF A PLAT OF SURVEY PREPARED BY WARE ENGINEERS, INC., DATED MARCH 12, 2007 RECORDED IN PLAT BOOK 32 PAGE 206 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE.
TOGETHER WITH:
The debt secured by said Security Deed has been and is declared to be and is 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 the 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 DOUGLAS STOWERS or a tenant or tenants and Amanda Holden or tenant or tenants.
Bank of America N.A. successor by merger to Countrywide Bank, FSB dated 1/8/2007 and recorded in Deed Book 448 Page 175, TOWNS County, Georgia records; as last assigned to U.S. Bank National Association, conveying the after-described property, secure a Note in the original principal amount of $ 126,316.00, with interest at rate specified therein, default having occurred and being SHOWN AS PARCEL ONE (1) OF A PLAT OF SURVEY PREPARED BY WARE ENGINEERS, INC., DATED MARCH 12, 2007 RECORDED IN PLAT BOOK 32 PAGE 206 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE.
TOGETHER WITH:
The debt secured by said Security Deed has been and is declared to be and is 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 the 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.
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 and audit of the status of the loan with the holder of the Security Deed.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note or security deed.
Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the lender, (3) notifying who shall have full authority to negotiate, amend and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Mick C. Youngblood and the proceeds of said sale will be applied first to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.
Northeast Mortgage LLC
Attorney in Fact for
Mick C. Youngblood
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Attorney Docket Number
Publication Dates: 07-10-2013, 07-17-2013, 07-24-2013, 07-31-2013
File No. 11-06544 /CONV/jackson
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TUN07/17,24,31/13

STATE OF GEORGIA
TOWNS COUNTY
NOTICE OF SALE UNDER POWER
By virtue of the power of sale contained in that certain Deed to Secure Debt from JAMES M. DICKERT, JR. AND AMANDA DICKERT to JAMES F. CONSTANZER in the original principal amount of $82,900.00, secured by Deed to Secure Debt dated November, 2