## Towns County Herald

**Legal Notices for August 28, 2013** NOTICE TO THE PUBLIC
YOU ARE HEREBY NOTIFIED that on the 3rd
day of September 2013, at 9 a.m., at the
Towns County Courthouse in the City of

**NOTICE TO DEBTORS AND CREDITORS** 

STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF: Darlene Knight Chastain All creditors of the estate of Darlene Knight Chastain Hughes, deceased, late of Towns County, Georgia, are hereby notified to ren-der their demands to the undersigned ac-cording to law, and all persons indebted to said estate are required to make immedi-ate payment to the undersigned. This the 9th day of August, 2013. Harley Clay Hunter Personal Representative 1285 Long Ridge Road Hiawassee, GA 30546

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

706-896-4483 T(Aug14,21,28,Sept4)B

RE: ESTATE OF: All creditors of the estate of James H. McElroy, 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 9th day of August, 2013. Sheryl Branson Personal Representative

T(Aug14,21,28,Sept4)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA

3812 Mutton Hollow Rd.

**COUNTY OF GILMER** All creditors of the estate of William E. Meason, 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. This the 5th day of August, 2013. By: Kelly Smith, Executor of the Estate of William E. Meason 1674 Summersweet Lane Dacula, Georgia 30019

NOTICE TO DEBTORS AND CREDITORS All creditors of the Estate of Margie Bar-rett Shook, late of Towns County, Georgia deceased, are hereby notified to render in their demands to the undersigned accord-ing to law; and all persons indebted to said estate are required to make immediate

payment to the undersigned. This the 13th day of August, 2013. Bruce L. Ferguson, Attorney for Betty Shook Seckinger, Executor of the Estate of Margie Barrett Shook PO BOX 524 Hiawassee, GA 30546 706-896-9699 T(Aug21,28,Sept4,11)B

NOTICE TO DEBTORS AND CREDITORS COUNTY OF TOWNS

RE: Estate of Dorothy M. Stocksdale All creditors of the estate of Dorothy M. Stocksdale, 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 9th day of August, 2013 Sandra L. Persson 2308 Hidden Lake Valley Road

Hiawassee, GA 30546 706-896-1225 Gregg Allan Woolston 16 Briar Hill Road Hopewell Junc 518-857-4255 pewell Junction, NY 12533 T(Aug21,28,Sept4,11)P

**NOTICE TO CREDITORS AND DEBTORS** All creditors of the estate of KATHERINE LUNGER NYSTROM, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all per-sons indebted to said estate are required to make immediate payment to the undersigned. This 29th day of July, 2013.

Holly Nystrom Boatright, Executrix P.O. Box 4380 Banks Road Middleton, Florida 32068

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS
Notice is given that the Application To Register A Business To Be Conducted Under Trade Name, Partnership Or Others which has been delivered to the Towns County Clerk of Court for filing. The undersinged Clerk of Court for filing. The undersigned does hereby certify that William J. Pierson, Inc. is conducting a business for profit in the County of Towns, in the state of Geor-gia, under the name of "Hiawassee Realty" and that the nature of the business is real estate services and that the names and ad-dresses of the corporation, person, firms or partnership owning and carrying on said trade or business is Willliam J. Pierson, Inc., William J. Pierson, President, PO Box 749, Hiawassee, Georgia 30546.

William J. Pierson as President William J. Pierson, Inc. T(Aug28,Sept4)B

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA Plaintiff: Christy Lea Lopez Defendant: Francisco Javier Lopez Her-

nandez Civil Action File No: 13-CV-195MM NOTICE OF PUBLICATION spondent) By Order for Service by Publication dated the 19th day of August, 2013, you are here-by notified that on the 19th day of August,

2013, the Plaintiff herein filed suit against you for Divorce. You are required to file with the Clerk of the Superior Court of Towns County, and to serve upon the Plaintiff Christy Lea Lo-pez, 320 Road 337, Hiawassee, GA 30546, Towns County, an answer in writing, within thirty (30) days of the date of the Order of

Witness, the Honorable Murphy Miller, Judge of this Court This 19th day of August, 2013 Cecil Dye, Clerk Superior Court of Towns County 48 River Street, Hiawassee, GA 30546

NOTICE OF SALE UNDER POWER IN SECURITY DEED

STATE OF GEORGIA COUNTY OF TOWNS

Hawassee, Georgia, the presiding judge of the Superior Court of Towns County will hear the case of the STATE OF GEORGIA, Plaintiff V. JOINT DEVELOPMENT AUTHOR-ITY OF FANNIN COUNTY, TOWNS COUNTY & UNION COUNTY AND YOUNG HARRIS COL-

LEGE, Defendants, Civil Action File No. 13-CV-193-RG in the Superior Court of Towns County, the same being a proceeding to

confirm and validate the issuance of a revenue bond in the principal amount of not to exceed \$10,000,000 (the "Bond"). The Bond

is to be issued by the Joint Development Authority of Fannin County, Towns County and Union County (the "Issuer") and loaded to Young Harris College, a Georgia nonprofit corporation (the "Borrower") and the owner and operator of Young Harris College (the "College") for the purpose of (a) financing

"College") for the purpose of (a) financing, refinancing or reimbursing the acquisition, construction and installation of certain

land, buildings and personal property to be used as a student housing facility and relat-ed amenities, located on the campus of the

College in the City of Young Harris, Georgia and (b) paying all or a portion of the costs of issuance of the Bond. Said Bond will be

issued by the Issuer pursuant to a Facilities Financing Agreement. In said proceeding the Court will also pass upon the validity

of said Facilities Financing Agreement, the Pledged Revenues, a Pledge and Assign-ment and certain Borrower Documents in

connection therewith. Pursuant to O.C.G.A. Section 36-82-100, the Issuer hereby notifies all interested parties

that no performance audit or performance review (the "Audit") will be conducted with respect to the Bond. However, the Issuer

will ensure that the proceeds of the Bond are expended efficiently and economically

Any citizzens of the State of Georgia resid-ing in Towns County, Georgia, or any other person wherever residing who has a right

to object, may intervene and become a party to this proceeding. This 15th day of August, 2013

COUNTY OF TOWNS

Because of a default in the payment of the

indebtedness secured by a Security Deed executed by Robert L. McClure and Jana McClure to United Community Bank dated

April 14, 2005, and recorded in Deed Book 332, Page 466, and Deed Book 451, Page 600, Towns County Records, said Secu-

rity Deed having been last sold, assigned, transferred and conveyed to CF SOUTH-EAST TRUST 2011-1, a Delaware Statutory

Trust by Assignment, securing a Note in the original principal amount of \$301,127.50, the holder thereof pursuant to said Deed

and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power

of sale contained in said Deed, will on the

first Tuesday, September 3, 2013, during the legal hours of sale, before the Courthouse

door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:

All that tract or parcel of land lying and being in the 1st Section, 17th District, Land Lots 80 and 81 of Towns County, Georgia,

containing 4.395 acres, more or less, as shown on plat of survey for Robbie McClure prepared by James L. Alexander, Georgia R.L.S. #2653, of Landtech Services, Inc., dated March 22, 2005 and recorded April 6, 2005 in Plat Book 34, Page 136, Towns County Georgia Records Said plat is incor-

County, Georgia Records. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above

property. Said property is known as 6130 Martin Circle, Young Harris, GA 30582, together with

all fixtures and personal property attached to and constituting a part of said property,

Said property will be sold subject to any

outstanding ad valorem taxes (including taxes which are a lien, whether or not now

due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey

and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and

matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to

the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be dis-

tributed as provided by law.

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 secured creditor.

The property is or may be in the possession of Robert L. McClure and Jana McClure, successor in interest or tenant(s).

CF SOUTHEAST TRUST 2011-1, a Delaware Statutory Trust as Attorney-in-Fact for Robert L. McClure and Jana McClure

(770) 220-2337MD
www.swertfeger.net
\*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

SHAPIRO, SWERTFEGER & HASTY, LLP\*

Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/AB

File no 13-041263

T(Διιπ7 14 21 28)R

as intended by the Audit.

Cecil Dye Clerk, Superior Court Towns County, Georgia

STATE OF GEORGIA

**NOTICE OF SALE UNDER POWER** 

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from James R. Shirley and Barbara L. Shirley to Bank of Hiawassee, dated July 25, 2008, and recorded in Deed Book 440, Page 290, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as modified by that certain Modification of Deed to Secure Debt dated July 23, 2009 and recorded in Deed Book 460, Page 101, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 101, aforesaid recorded in Page 1806, 486, Page 101, and Rook 486 ment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been further modified from time to time, collectively, the "Security Deed"), the un-dersigned 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 September, 2013, the following described real property, to wit: PARCEL ONE:

ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN SECTION 1, DISTRICT 18, LAND LOT 118, TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOTS R-1 AND R-2 OF NANTAHALA BAY CLUB, AS SHOWN ON A PLAT OF SURVEY ENTITLED "PRELIMI-NARY SITE PLAT OF NANTAHALA BAY CLUB – 39 LOTS DRAWN FOR NBC DEVELOPMENT - 39 LOTS DRAWN FUR NBC DEVELOPMENT CORP." BY WILLIAM F. ROLANDER, R.S., DATED 1/2/91, REVISED 9/1/92 AND RE-CORDED IN PLAT BOOK 17, PAGE 93 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, TOWNS COUNTY, GEORGIA. SAID PLAT BEING

INCORPORATED HEREIN BY REFERENCE. SAID PROPERTY BEING CONVEYED SUBJECT TO THE SEWER LINE EASEMENT AS SHOWN ON PLAT AND IS CONVEYED SUBJECT OT THOSE RESTRICTIONS AND PROTECTIVE COVENANTS FOR NANTAHALA BAY CLUB AS RECORDED IN DEED BOOK 97, PAGE 207, TOWNS COUNTY RECORDS AND AS AMEND-ED IN DEED BOOK 129, PAGES 370-371. ALSO CONVEYED HEREWITH IS A PERPETU-AL NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS FROM LONGVIEW DRIVE (A CITY

STREET) TO SAID PROPERTY OVER ADMI-RAL'S POINT. THE PROPERTY IS CONVEYED SUBJECT TO THE DRIVEWAY EASEMENT AS SHOWN ON

ALL THAT TRACT OR PARCEL OF LAND LY-ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 118, 18TH
DISTRICT, 1ST SECTION, TOWNS COUNTY,
GEORGIA, AND BEING KNOWN AS LOT V-1
AND LOT V-2 OF NANTAHALA BAY CLUB, AS
SHOWN ON A PLAT OF SURVEY ENTITLED
"PRELIMINARY SITE PLAN OF NANTAHALA
BAY CLUB — 39 LOTS DRAWN FOR NCB DEVELOPMENT CORP.", BY WILLIAM F. ROLANDER, R.S., DATED 1/2/91, REVISED 9/1/92,
AND RECORDED IN PLAT BOOK 17, PAGE 93
IN THE OFFICE OF THE CLERK OF SUPERIOR
COURT, TOWNS COUNTY, GEORGIA. SAID COURT, TOWNS COUNTY, GEORGIA. SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE.

SAID PROPERTY BEING CONVEYED SUBJECT SAID PROPERTY BEING COUVEYED SUBJECT TO THE SEWER LINE EASEMENT AS SHOWN ON PLAT AND IS CONVEYED SUBJECT TO THOSE RESTRICTIONS AND PROTECTIVE COVENANTS FOR NANTAHALA BAY CLUB AS RECORDED IN DEED BOOK 97, PAGE 207, TOWNS COUNTY RECORDS AND AS AMEND-ED IN DEED BOOK 129, PAGES 370-371. ALSO CONVEYED HEREWITH IS A PERPETU-AL NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS FROM LONGVIEW DRIVE (A CITY STREET) TO SAID PROPERTY OVER ADMI-

RAL'S POINT. RAL'S POINT.
PROPERTIES KNOWN AS: LOTS R-1, R-2, V-1
AND V-2 OF NANTAHALA BAY CLUB, TOWNS
COUNTY, HIAWASSEE, GEORGIA 30546.
The debt secured by the Security Deed is
evidenced by a Renewal Note, dated July 23, 2009, from James R. Shirley and Barbara L. Shirley to Bank of Hiawassee in the original principal amount of \$212,496.00 as original principal annount of \$212,490.00 as the same has been reduced to judgment as evidenced by that certain Default Judgment entered May 30, 2013 in Civil Action File No. 11-CV-262-MM, Superior Court of Towns County, State of Georgia (the Note as reduced to judgment is hereinafter referred to as the "Mote"): plus interest from date to as 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 con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according The above-described real property will be sold to the highest and best bidder for cash as the property of James R. Shirley and Barbara L. Shirley, the proceeds to be ap-

plied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of re-To the best of the undersigned's knowledge and belief, the real property is presently owned by James R. Shirley and Barbara L.

To the best of the undersigned's knowledge and belief, the party in possession of the real property is James R. Shirley and Bar-bara L. Shirley, and tenants holding under

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in

interest to Bank of Hiawassee, as Attorney-in-Fact for James R. Shirley and Barbara L. Shirley. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Aug7,14,21,28)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 Shirley Properties, Inc. to Bank of Hiawassee, dated July 3, 2007, and re-corded in Deed Book 411, Page 381, in the offices of the Clerk of the Superior Court of Towns County, Georgia, as last modified by that certain Modification of Deed to Secure Debt dated July 23, 2009 and recorded in Deed Book 460, Page 159, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment recordad in Deed Book 486, Page 700, aforesaid ed in Deed Book 486, Page 790, aforesaid records (as same may have been further modified from time to time, collectively, the "Security Deed"), the undersigned will sell at public outcry to the highest and best bid-der for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in September, 2013, the following described

real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 226, TOWNS COUNTY, GEORGIA, BEING KNOWN AS LOT 4, LOT 6, LOT 7, LOT 9, LOT 11, LOT 12, LOT 13, LOT 14 AND LOT 17 OF SCENIC VIEWS SUBDIVI-SION, AS SHOWN ON A PLAT OF SURVEY EN-TIVLED "FINAL SURVEY FOR SCENIC VIEWS" BY LANDTECH SERVICES, INC., DATED FEBRUARY 14, 2003, AS REVISED AUGUST 23, 2004, FEBRUARY 20, 2006 AND MARCH 8, 2006 AS RECORDED IN PLAT BOOK 35, PAGES 270-271, IN THE OFFICE OF THE CLERK, SUPERIOR COURT, TOWNS COUNTY GEORGIA, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN. ALSO CONVEYED IS AN EASEMENT FOR IN-

GRESS, EGRESS AND UTILITIES OVER THE SUBDIVISION ROADS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY. SUBJECT TO MATTERS AS SHOWN ON ABOVE REFERENCED PLAT. SUBJECT TO RESTRICTIONS AS RECORDED IN DEED BOOK 366, PAGES 591-595, TOWNS

COUNTY RECORDS.
PROPERTY KNOWN AS: LOTS 6, 7, 9, 12, 13, 14 AND 17 OF SCENIC VIEWS SUBDIVISION, TOWNS COUNTY, HIAWASSEE, GEORGIA LESS AND EXCEPT LOT 4 OF THE ABOVE DESCRIBED PROPERTY HERETOFORE CON-VEYED FROM CITIZENS SOUTH BANK TO

SHIRLEY PROPERTIES, INC. BY QUITCLAIM
DEED DATED MARCH 21, 2012, AND RECORDED IN DEED BOOK 510, PAGE 250, IN
THE OFFICE OF THE CLERK OF SUPERIOR
COURT OF TOWNS COUNTY TO WHICH SAID
DEED AND RECORD REFERENCE IS HEREBY
MADE FOR COMBLETE ROLINDARIES AND MADE FOR COMPLETE BOUNDARIES AND DESCRIPTION.
LESS AND EXCEPT LOT 11 OF THE ABOVE DESCRIBED PROPERTY HERETOFORE CON-VEYED FROM CITIZENS SOUTH BANK TO SHIRLEY PROPERTIES, INC. BY QUITCLAIM DEED DATED APRIL 5, 2012, AND RECORDED IN DEED BOOK 511, PAGE 343, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF

TOWNS COUNTY TO WHICH SAID DEED AND RECORD REFERENCE IS HEREBY MADE FOR COMPLETE BOUNDARIES AND DESCRIP-The debt secured by the Security Deed is evidenced by a Renewal Note, dated July 23, 2009, from Shirley Properties, Inc. to Bank of Hiawassee in the original principal amount of \$481,487.00 as the same has been reduced to judgment as evidenced by that certain Default Judgment entered May 30, 2013 in Civil Action File No. 11-CV-262-MM, Superior Court of Towns County, State of Georgia (the Note as reduced to judgment is hereinafter referred to as the "Note"): plus interest from date on the un-"Note"); plus interest from date on the un-paid balance until paid, and other indebt-

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according The above-described real property will be

sold to the highest and best bidder for cash as the property of Shirley Properties, Inc., 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 Shirley Properties, Inc. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Shirley Properties, Inc., 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-inest to Bank of Hlawassee, as Attorney-IF Fact for Shirley Properties, Inc. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway

Atlanta, Georgia 30339 (678) 384-7005 T(Aug7,14,21,28)B NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by Burchell Deward Gilbert Jr. and Dana Diana Gilbert to Mortgage Electronic Registration Systems, Inc. as nominee for Encore Credit Corp., dated January 26, 2005, and recorded in Deed Book 326, Page 110, Towns County, Georgia records, as last transferred to The Bank of New York, as indenture trustee for Encore Credit Receivables Trust 2005-1 by Assignment record in Deed Book 438, Page 735, Towns County, Georgia records, conveying the after-described property to secure a Note of even date in the original principal amount of \$69,000.00, with interest at the rate specified therein, there will be sold 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 the first Tuesday in September, 2013, to wit: Sep-tember 3, 2013, the following described property: All that tract and parcel of land lying and being in the 17th District, 1st Section, Land Lot 154 of Towns County, Georgia, containing 0.95 acre, more or less, as shown on a

plat of survey prepared by Bernard Gregory, County Surveyor, dated June 29, 1987, and recorded in Plat Book 12, Page 82 of Towns County records, said plat being incorporat-ed herein by reference and said plat being more particularly described as follows: BEGINNING at the intersection of GA High-way 76 and County Road 152 and running North 31 West a distance of 232 feet along the easterly side of County Road 152 to the Beginning Corner, which is located on the easterly side of County Road 152 and the center line of a branch; thence following the center line of the branch Is marked by surveyors cords as follows: North 15 West 78 feet; North 11 West 42 feet; North 7 West 71 feet; North 14 West 142 feet to a point in the centerline of said branch and the interestion of the centerline of another. intersection of the centerline of another branch; thence following the centerline of said second branch as marked by a surveyors cord North 47 West 58 feet: thence leaving the centerline of said branch and running South 40 West 211 feet to an Iron pin located on the Easterly side of County Road 152; thence running along the East-erly side of said County Road 152, South 51 East 164 feet to a point; thence continuing along the Easterly side of said County Road 152, South 46 30 East 155 feet to the Beginning Point. The debt secured by said Deed to Secure Debt has been and is hereby declared due

because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, includ-ing attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 5419 Sampson Road, Young Harris, GA 30582, together with all fixtures and personal prop-erty attached to and constituting a part of said property. To the best knowledge and belief of the undersigned, the party (or par-ties) in possession of the subject property is (are): Burchell Deward Gilbert Jr. and Dana Diana Gilbert or tenant or tenants. Said 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) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encum-brances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; (2) O.C.G.A. Section 9-13-172.1; and (3) final confirma-tion and audit of the status of the loan with the holder of the security deed. Pursuant to 0.C.G.A. Section 9-13-172.1,

which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. Pursuant to O.C.G.A. Section 44-14-162.2, the entity that has full authority to negotiate, amend and modify all terms of the

mortgage with the debtor is: Select Portfolio Servicing, Inc. Attention: Loss Mitigation Department 3815 South West Temple Salt Lake City, Utah 84115 1-888-818-6032 The foregoing notwithstanding, nothing in OC.G.A. Section 44-14-162.2 shall be construed to require the secured creditor to negotiate, amend or modify the terms of the Deed to Secure Debt described herein. This sale is conducted on behalf of the

secured creditor under the power of sale secured creators under the power or sale granted in the aforementioned security in-strument, specifically being The Bank of New York Mellon (f/k/a The Bank of New York), as indenture trustee for Encore Credit Receivables Trust 2005-1 as attorney in fact for Burchell Deward Gilbert Jr. and Dana Diana Richard B. Maner. P.C. 5775 Glenridge Drive Building D, Suite 100

Atlanta, GA 30328 (404)252-6385 THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T(Aug7,14,21,28)B

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Peter J. Busteed and Sherry L. Busteed to Bank of Hiawassee, dba Bank of Blairsville, dated March 31, 2006, and re-corded in Deed Book 368, Page 353, 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 March 24, 2011 and recorded in Deed Book 492, Page 519, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid re-cords (as same may have been further modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Court-house of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in

**NOTICE OF SALE UNDER POWER** 

IN SECURITY DEED

STATE OF GEORGIA COUNTY OF TOWNS

September, 2013, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 11, 24, 25 & 26, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA CONTAINING 1.046 ACRES AND BEING SHOWN AS LOT TWENTY-SEVEN (27). BEING SHOWN AS LOT TWENTY-SEVEN (27) OF MEADOW BROOKE SUBDIVISION, PHASE 1, ON A PLAT OF SURVEY BY LANDTECH SERVICES, INC., RS #2653, DATED 1/23/05, REVISED 1/31/06 AND RECORDED IN PLAT BOOK 35 PAGES 245-247 TOWNS COUNTY RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART

THE PROPERTY IS SUBJECT TO THE ROAD EASEMENTS AND RIGHT OF WAYS AS SHOWN ON SAID PLAT. SHOWN ON SAID PLAT.
THE PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED IN DEED BOOK 365
PAGES 517-528, RE-RECORDED IN DEED
BOOK 366 PAGES 434-445 TOWNS COUNTY

RECORDS, FURTHER RE-RECORDED IN DEED BOOK 368 PAGES 340-351, TOWNS COUNTY RECORDS. THE PROPERTY IS SUBJECT TO THE EASE-MENT TO BLUE RIDGE MOUNTAIN EMC RECORDED IN DEED BOOK 362 PAGE 659 TOWNS COUNTY RECORDS.
THE PROPERTY IS SUBJECT TO THE SET-BACK LINES AS SHOWN ON SAID PLAT.
THE PROPERTY IS SUBJECT TO EASEMENTS
FOR UTILITIES INCLUDING POWER, WATER,

TELEPHONE, ETC. GRANTOR GRANTS TO GRANTEE A NON-EXCLUSIVE EASEMENT TO AND FROM STATE HIGHWAY 17 AND THENCE ALONG THE SUB-DIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE PROPERTY.

PROPERTY KNOWN AS: LOT 27 MEADOW-BROOKE SUBDIVISION, TOWNS COUNTY, YOUNG HARRIS, GEORGIA 30582. The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated March 24, 2011, from Peter J. Busteed and Sherry L. Busteed to The Bank of Blairsville, a division of Citizens South Bank in the original principal amount of \$69,446.63 as the same has been reduced to judgment as evidenced by that certain Summary Judgment entered July 15, 2013 in Civil Action File No. 13-CV-196-RG, in the Superior Court of Union County, State of Georgia (the Note as reduced to judgment is hereinafter referred to as the "Note").

is hereinafter referred to as the "Note"); plus interest from date on the unpaid bal-ance until paid, and other indebtedness. Default has occurred and continues unde the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Peter J. Busteed and Sherry L. Busteed, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and

Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of re-To the best of the undersigned's knowledge and belief, the real property is presently owned by Sherry L. Busteed and the estate of Peter J. Busteed. To the best of the undersigned's knowledge

and belief, the party in possession of the real property is Sherry L. Busteed and the estate of Peter J. Busteed, and tenants holding under them.
Park Sterling Bank, successor by merger
to Citizens South Bank, as successor in interest to Bank of Hiawassee d/h/a Bank of Blairsville, as Attorney-in-Fact for Peter J. Busteed and Sherry L. Busteed.

M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7000 T(Aug7,14,21,28)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 WENDY
PETERSEN MCARTHUR, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF THE
CHATLIGE TRUST LINGER PROVISIONS OF A CHATUGE TRUST UNDER PROVISIONS OF A TRUST AGREEMENT DATED JUNE 2, 2011 to UNITED COMMUNITY BANK, dated September 25, 2012, recorded September 27, 2012, in Deed Book 520, Page 664, Towns County, Georgia records, as last modified by Modification of Security Deed dated March 25, 2013, recorded in Deed Book 533, Page 10, Towns County, Georgia records, said Security Deed being given to secure a Note from WENDY PETERSEN MCARTHUR, TRUSTEE OF THE CHATUGE TRUST dated March 25, 2013, in the original principal amount of Seven Hundred Eighty One Thousand Three Hundred Seventy Three and 70/100 (\$781,373.70) 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 September, 2013, the following described property: described property:
All that tract or parcel of land lying and being in Land Lot 20, 17th District, 1st Section, Towns County, Georgia, and being Lot Fifty-Five (55) of Chatuge Shores Subdivision, containing 0.479 acres as shown on a plat of survey by Tamrok Associates, Inc., dated //11/95, as filed and reported in Plat

dated 4/18/95, as filed and recorded in Plat Book 20, Page 172, Towns County, Georgia records. Said plat is being incorporated herein by reference hereto. Said property is conveyed subject to all matters and conditions shown on the above described plat of survey. Said property is conveyed subject to the power line easement as shown on the

above described plat of survey. Said property is conveyed subject to the TVA flowage easements to the land located below the 1933' contour line of Lake The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the number of naving the same 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 in-spection 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 WENDY PETERSEN MCARTHUR, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF THE CHATUGE TRUST UNDER PROVISIONS OF A TRUST AGREEMENT DATED JUNE 2, 2011 or a tenant or tenants.

JUNE 2, 2U11 or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for WENDY PETERSEN
MCARTHUR, NOT PERSONALLY BUT AS
TRUSTEE ON BEHALF OF THE CHATUGE
TRUST L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03526

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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 SOUTHERN MULTICAPITAL CORPORATION to UNITED COMMUNITY BANK, dated December 29,
2010, recorded January 3, 2011, in Deed 2010, recorded January 3, 2011, in Deed Book 487, Page 199, Towns County, Georgia records, as last modified by Modification of Security Deed dated February 9, 2011, re-corded in Deed Book 491, Page 130, Towns County, Georgia records; also that certain Assignment of Rents dated December 29, 2010, recorded in Deed Book 487, Page 194, Towns County, Georgia records, said Security Deed being given to secure a Note from SOUTHERN MULTICAPITAL CORPORATION dated December 29, 2010, in the original principal amount of Seventy Two original principal amount of Seventy Two Thousand and 00/100 (\$72,000.00) Dollars; Note dated February 9, 2011, in the original principal amount of Sixteen Thousand and 00/100 (\$16,000.00) 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 September, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 6, 17th District, 1st Section, Towns County, Georgia, containing 0.863 acres, being shown as Lot Fourteen (14) of Rustic Ridge Subdivision on a plat of sure

Rustic Ridge Subdivision on a plat of survey by Northstar Land Surveying, Inc., as recorded in Plat Book 32, Page 213, Towns County records which description on said plat is incorporated herein by reference and made apart hereof. Subject to Reservations and Restrictive Covenants as recorded in Deed Book 311, Pages 309-310, Towns County records. Subject to easements as recorded in Deed Book 68, Page 691, Deed Book 240, Page 474 and Deed Book 300, Page 21, Towns County, Georgia records. Subject to any easements, restrictions and rights-of-way as shown on said plat.

All Inventory, Fixtures and Building Materi-

The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided 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 in-spection 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 SOUTHERN MULTICAPITAL COR-PORATION or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for SOUTHERN MULTICAPITAL CORPORATION L. Lou Allen Stites & Harbison, PLLC

520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03527