Towns County Herald

Legal Notices for September 5, 2012

NOTICE TO DEBTORS AND CREDITORS
TO: All creditors of Martha C. Elliott, late of Towns County, Georgia:
On behalf of Martha C. Elliott, now deceased, you are hereby notified, pursuant to O.C.G.A. 53-7-92, to render in your demands to and all persons indebted to said estate to:
Martha C. Elliott
c/o Kevin Tharpe - Attorney for the Estate
405 Broad Street
Gainesville, GA 30501
T(Aug29,Sept5,12,19)P

NOTICE TO DEBTORS AND CREDITORS
TO: All creditors of John L. Clements, late of Towns County, Georgia:
On behalf of Martha C. Elliott, now deceased, you are hereby notified, pursuant to O.C.G.A. 53-7-92, to render in your demands to and all persons indebted to said estate to:
John L. Clements
c/o Kevin Tharpe - Attorney for the Estate
405 Broad Street
Gainesville, GA 30501
T(Aug22,29,Sept5,12)P

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Thomas Ray Chastain
All creditors of the Estate of Thomas Ray Chastain, late of Towns County, Georgia deceased, 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.
This the 29th day of August, 2012.
Brenda Lee Hughes,
Personal Representative
626 Plottown Road
Young Harris, GA 30582
706-379-2385
T(Sept5,12,19,26)B

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Scott William Johnson
All creditors of the Estate of Scott William Johnson, late of Towns County, Georgia deceased, 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.
This the 21st day of August, 2012.
Clarence Johnson,
Personal Representative
PO Box 434
Hiawassee, GA 30546
706-970-0195
T(Aug29,Sept5,12,19)B

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE TO DEBTORS AND CREDITORS
RE: ESTATE OF Joseph Steve Bartley
All debtors and creditors of the estate of Joseph Steve Bartley, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Executor.
This the 27th day of August, 2012
Veronica Kidder, Executor
1632 Northgate Road
Springfield, OH 45504
T(Sept5,12,19,26)B

IN THE JUVENILE COURT
OF TOWNS COUNTY
STATE OF GEORGIA
IN THE INTEREST OF:
SEBRINA NICOLE BLAINZ
DOB: 06-15-1998
SEX: FEMALE
A CHILD under eighteen years of age
case no. 139-12J-22A
NOTICE OF DEPRIVATION HEARING
TO: JOHN DOE, putative father of the above-named child.
CRYSTAL ALMY, mother of the above-named child.
By Order for Service by Publication dated the ____ day of August, 2012, you are hereby notified that on the 22nd day of June, 2012, the Towns County Department of Family and Children Services, Georgia Department of Human Services, filed a Petition for Termination of Parental Rights against you as to the above-named child alleging that the child is deprived and that your parental rights to the child should be terminated. You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant Attorney General Alfred Chang, an answer in writing within sixty (60) days of the date of the Order for Service by Publication.
This Court will conduct a final hearing upon the allegations of the Petition for Termination of Parental Rights against you on the 6th day of November, 2012, at 9:30 a.m. at the Union County Courthouse, Blairsville, Georgia.
The child and other parties involved may be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and hire your own lawyer. If you want to hire a lawyer, please contact your lawyer immediately. If you want a lawyer but are not able to hire a lawyer without undue financial hardship, you may ask for a lawyer to be appointed to represent you. The Court would inquire into your financial circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed to represent you. If you want a lawyer appointed to represent you, you must let the Court or the officer of this Court handling this case know that you want a lawyer immediately.
WITNESS, the Honorable Gerald Bruce, Judge of said Court, this the ____ day of August, 2012.
Judge Gerald W. Bruce
Towns County Juvenile Court
Enotah Judicial Circuit
T(Aug22,29,Sept5,12)B

NOTICE FOR DISCHARGE FROM
OFFICE AND ALL LIABILITY
Probate Court of Towns County
RE: Petition of Joanna M. McConnell for Discharge as Administrator of the Estate of Donald B. McConnell, Deceased.
To: All known and unknown interested parties and anyone else, and all and singular the heirs of said decedent, the beneficiaries under the will, and to whom it may concern:
This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before September 24, 2012.
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: Bonnie Sue Dixon
Probate/Deputy Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T(Sept5)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Kirt S Kimsey and Melissa Kimsey to Mortgage Electronic Registration Systems, Inc. as nominee for Cimarron Mortgage Company, its successors and assigns dated December 1, 2006 in the amount of $103,000.00, and recorded in Deed Book 391, Page 484, Towns County, Georgia Records; as last transferred to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP by assignment; the undersigned, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP pursuant to said deed and the 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 in October, 2012 , during the legal hours of sale, at the Courthouse door in Towns 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 Land Lots 91 and 126, 17th District, 1st Section, Towns County, Georgia, containing 2.030 acres, more or less, as shown on a plat of survey by Northstar Land Surveying, Inc., W. Gary Kendall, R.S. #2788, dated February 26, 2001, recorded in Plat Book 26, Page 239, Towns County Records, which description on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the road Right of Way as shown on the above plat and subject to the electric lines as shown on the above plat of survey.
which has the property address of 349 Hog Creek Road, Hiawassee, Georgia., together with all fixtures and other personal property conveyed by said deed.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.
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 secured by said deed. Notice has also been given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity 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 Kirt S Kimsey and Melissa Kimsey and the proceeds of said sale will be applied 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 provided in the aforementioned Security Deed.
Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP
Attorney in Fact for
Kirt S Kimsey and Melissa Kimsey
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates:09-06-2012, 09-13-2012, 09-20-2012, 09-27-2012
File No. 11-14221 /FNMA/kandrade
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.
T(Sept5,12,19,26)B

STATE OF GEORGIA, COUNTY OF TOWNS
NOTICE OF JUDICIAL SALE
"CAVEAT EMPTOR"
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
STATE OF GEORGIA, COUNTY OF TOWNS, NOTICE OF JUDICIAL SALE "CAVEAT EMPTOR" in the City of Hiawassee, on the Tues, Oct. 2nd, 2012 between the hours of 10:00 am and 4:00 pm, there will be sold on the steps of the Towns County Courthouse, at 48 River Street, at public cryout, to the highest bidder for cash, the following property:
The Property will be sold subject to all prior easements, covenants, restrictions, and encumbrances of record. The aforesaid Property, or a portion thereof, may be possessed by Mary & Ray Everett. The Property is being levied on to satisfy the Writ of Fieri Facias (collectively hereinafter referred to as Fi.Fa) and the lien in favor of Citizens South Bank (collectively hereinafter referred to as "Plaintiff in Fi.Fa.) against the Property of Mary and Ray Everett (collectively hereinafter referred to as Defendants in Fi.Fa.).
The Fi.Fa. was issued in the Superior Court of Towns County, Georgia, Civil Action No. 2011-SU-CV-68-MM levied on as the Property of Defendant in Fi.Fa., notice of levy and sale having been given to the Defendant in Fi.Fa. as required by law.
"ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 114, 115, 138 and 139 of the 17th District 1st Section of Towns County Georgia and being shown as 5.10 acres, more or less on a plat of survey prepared by Bernard Gregory, County Surveyor, recorded in Plat Book 10, page 197, Towns County, Georgia records, said Plat being a part hereof and by this reference, incorporated herein."
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 138 and 151 of the 17th District 1st Section of Towns County Georgia and being the same as the property described in the Warranty Deed from Dessie Mae Nichols to Mary Nichols Everett, dated March 18, 1997 and recorded in Deed Book 153, page 208, Towns County, Georgia records, said deed being a part hereof and by this reference, incorporated herein.
Said property having been found to be in the possession of the defendants, Mary and Ray Everett, and levied upon as the property of the defendants in accordance with the Writ of Fieri Facias stated above.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens and other superior matters of record, which may affect said property. The sale will be conducted subject to confirmation that the sale is not prohibited under the United States Bankruptcy Code. The Towns County Sheriff makes no warranties whatsoever as to the above described Property. The Sheriff reserves the right to reject any and all bids made, regardless of the amount, for the purchase of the above described Property. Purchaser shall pay all costs in connection with the sale. Citizens South Bank, as attorney in fact for Mary & Ray Everett, S. Howick, Howick, Westfall, McBryan & Kaplan, 3101 Towercreek Pkwy, Suite 600, Atlanta, GA 30339 (678) 384-7000. File 5119-16
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Don F. Schuppert to Commonwealth United Mortgage, a division of National City Bank of Indiana, dated July 22, 2005, recorded in Deed Book 344, Page 588, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED AND 0/100 DOLLARS ($167,400.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342, 800-523-8654. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Don F. Schuppert and Cathy M. Schuppert or a tenant or tenants and said property is more commonly known as 5719 Pine Crest Road, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank, National Association, successor by merger to National City Bank, successor by merger to Commonwealth United Mortgage Company, a division of National City Bank of Indiana as Attorney in Fact for Don F. Schuppert McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12 Our file no. 523812-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lots 63 & 82, District 17, Section 1, Towns County, Georgia, containing 1.341 acres, and being known as Lot 48, Pinecrest Subdivision, as shown on plat of survey entitled "Surveyor for Don F. Schuppert & Cathy M. Schuppert" by Northsar Land Surveying Inc., W. Gary Kendall, R.S. #2788 dated June 25, 2004 and recorded in Plat Book 32, page 202, Towns County Records. Which description on said plat is incorporated herein by reference hereto. Subject property is conveyed subject to restrictions of record as pertains to Pine Crest Subdivision as recorded in Deed Book 72, page 274 and Deed Book 115, Pages 61-99, Towns County Records. MR/ 10/2/12 Our file no. 523812 - FT15
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Andrea Lynn Kell and Edward Scott Kell to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. its successors and assigns, dated August 8, 2007, recorded in Deed Book 413, Page 42, Towns County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 504, Page 638, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTY THOUSAND AND 0/100 DOLLARS ($270,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the following described property:All that tract or parcel of land lying and being in Land Lot 82, 17th District, 1st Section, Towns County, Georgia, containing 4.371 acres, more or less, and being part of Tract Three (3) as shown on a plat of survey by LandTech Services, Inc., dated 5/10/2002, recorded in Plat Book 28, page 129, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the 50 foot easement as shown on said plat of survey. The property is conveyed subject to the Restrictions recorded in Deed Book 210, page 728-729, Towns County records. The property is conveyed to the 50 foot road easement as shown on said plat of survey. The grantor grants to grantee a perpetual easement for a water line, which shall run along the west line of Tract Two (B) and through Lot Thirty-Nine (39) of Pine Crest Subdivision, Phase I which also serves Tract Two A (2A). The property is conveyed subject to a water line and utility easement which shall serve Tract One (1) and the power line easement which shall serve Tract Two A (2A) and Tract Three (3). The right, if any, of The United States of America to redeem said land within 120 days from the date of the foreclosure sale held on October 2, 2012, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). "JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Andrea Lynn Kell and Edward Scott Kell or a tenant or tenants and said property is more commonly known as 5368 River Birch Lane, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Andrea Lynn Kell and Edward Scott Kell Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ 10/2/12 Our file no. 1528311-FT20
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Jeffery Lovelady and Detra Lovelady to Mortgage Electronic Registration Systems, Inc., dated May 5, 2008, recorded in Deed Book 434, Page 52, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 501, Page 821, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED AND 0/100 DOLLARS ($252,300.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeffery Lovelady and Detra Lovelady or a tenant or tenants and said property is more commonly known as 593 Glen Rd, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Jeffery Lovelady and Detra Lovelady McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12 Our file no. 5405512-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 231, Towns County, Georgia, containing 2.69 acres, as shown on a plat of survey prepared by Tamrok Engineering, Inc., Tommy J. Phillips, RLS, dated 5/2/90, recorded in Plat Book 14, Page 29, Towns County Records which description is incorporated herein by reference, and being more particularly described as follows: Beginning at the corner common to Land Lots 231, 232, 256, and 257 of said District and Section; thence running N 0 degrees 03' 45" E 956.54 feet to an iron pin, the same being the true point of beginning, thence running S 89 degrees 24' 47" W 478.98 feet to an iron pin; thence running N 18 degrees 20' 24" W 239.13 feet to an iron pin; thence running N 89 degrees 30' 16" E 553.23 feet to an iron pin; thence running S 00 degrees 14' 56" E 226.86 feet to the true point of beginning. Also conveyed herein is an easement of ingress and egress to and from the above described tract running along the presently existing 20 foot right of way for Glen Road as shown on said plat of survey; thence leaving said road right of way and running Northeasterly, with the presently existing private driveway of grantor located upon the 1.80 acre tract as shown on the above referenced plat of survey, and thence to continue from the end of the presently existing driveway in a Southeasterly direction, crossing the northern apex of the 1.00 acre tract shown on said plat, to the northwestern corner of the above described tract. Address: 593 Glen Rd; Hiawassee, GA 30546 Tax Map or Parcel ID No.: 00470-030-000 MR/ 10/2/12 Our file no. 5405512 - FT11
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Jeremiah A Passmore and Shannon E Passmore to Mortgage Electronic Registration Systems, Inc., dated March 20, 2008, recorded in Deed Book 429, Page 249, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 502, Page 207, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SEVEN THOUSAND NINE HUNDRED NINETY-SIX AND 0/100 DOLLARS ($107,996.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeremiah A Passmore and Shannon E Passmore or a tenant or tenants and said property is more commonly known as 4730 Rodovich Drive, Young Harris, Georgia 30528. 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. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP as Attorney in Fact for Jeremiah A Passmore and Shannon E Passmore McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12 Our file no. 5303412-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 205 and 206 of Towns County, Georgia, containing 1.00 acre, more or less, and being the remaining portion of that 3.21 acre tract as shown on a plat of survey by M.E. Richards dated July 23, 1985 and recorded in Towns County Records in Plat Book 8, Page 187. Three tracts having been previously conveyed as shown in Towns County Records in Plat Book 24, Page 101, Plat Book 24, Page 1, and Plat Book 23, Page 156. The property is subject to road easements as shown on plat. The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book168, page 336, Towns County Records. The property is subject to the boundary line agreement as recorded in Deed Book 80, page 572, Towns County Records The property is subject to the restrictions as recorded in Deed Book 107, pages 668-669, Towns County Records. Grantors also grants to grantee a non-exclusive perpetual easement for ingress and egress to the above described property along the road as shown on said plat. Easement running from Upper Plott Town Road. MR/ 10/2/12 Our file no. 5303412 - FT11
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Angela H Arant to Mortgage Electronic Registration Systems, Inc., dated May 19, 2006, recorded in Deed Book 372, Page 480, Towns County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 515, Page 677, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-FIVE THOUSAND ONE HUNDRED AND 0/100 DOLLARS ($55,100.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Angela H Arant or a tenant or tenants and said property is more commonly known as 1326 Ruby Lake Dr, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Angela H Arant McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12 Our file no. 5807012-FT14 EXHIBIT "A" All that certain tract or parcel of land lying and being in Land Lot 260 of the 18th District, 1st Section of Towns County, Georgia, being designated as Lot Ten (10) and Lot Fifty-Six (56), Block "B, Section 2, Bald Mountain Park, as shown on a plat of survey made by G. Dwight Pless & Associates, Land Surveyors, Gainesville, Georgia, April 1, 1973. Said plat being recorded in Plat Book 2, Page 120, Towns County, Georgia Records. This conveyance is made together with and subject to all easements, restrictions of rights-of-way as shown on the above-mentioned plat of survey or otherwise appearing of public record. This conveyance is made together with and subject to existing highway and utility rights-of-way. This being that same property conveyed unto Matthew Parton by Warranty Deed from Chris Turpin, dated February 14, 2003 and recorded February 14, 2003 in Deed Book 264, Page 431, Towns County, Georgia Records. MR/ 10/2/12 Our file no. 5807012 - FT14
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from PATRICA M. CARRODUS AND ROBERT L. CARRODUS to Mortgage Electronic Registration Systems, Inc as nominee for America's Wholesale Lender, dated April 26, 2004, recorded May 3, 2004, in Deed Book 302, Page 738-754, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Forty-Six Thousand Four Hundred and 00/100 dollars ($146,400.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., CHL MORTGAGE PASS-THROUGH TRUST 2004-12, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-12 , secured creditor, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, all property described in said Security Deed including but not limited to the following described property:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 8 AND 29, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.85 ACRE, AND BEING LOT 56 OF WOODLAKE SUBDIVISION, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ENGINEERING, INC., R.S. #1626, DATED OCTOBER 16, 1989, RECORDED IN PLAT BOOK 11, PAGE 295, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.
THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD PERTAINING TO WOODLAKE SUBDIVISION AS RECORDED IN DEED BOOK 100, PAGE 124-125, TOWNS COUNTY, GEORGIA RECORDS. THE PROPERTY IS SUBJECT TO THE ROAD EASEMENTS AS SHOWN ON SAID PLAT. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT GRANTED TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 99, PAGE 636-637, TOWNS COUNTY, GEORGIA RECORDS
Said legal description being controlling, however the property is more commonly known as 2071 WOODLAKE LANE, YOUNG HARRIS, GA 30582.
The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.
Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed.
To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is PATRICA M. CARRODUS AND ROBERT L. CARRODUS, PATRICA M. CARRODUS, ROBERT L. CARRODUS, ESTATE OF ROBERT L. CARRODUS, or tenants(s).
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.
The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, Plano, TX. 75024, Telephone Number: 800-720-3758; for and on behalf of the secured creditor.
THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., CHL MORTGAGE PASS-THROUGH TRUST 2004-12, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-12
as Attorney in Fact for
PATRICA M. CARRODUS AND ROBERT L. CARRODUS
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA 30092
Telephone Number: (877) 813-0992 Case No. BAC-11-11619-0005
Ad Run Dates 09/05/2012, 09/12/2012, 09/19/2012, 09/26/2012
www.rubinlublin.com/property-listings.php
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from JAMES A. WAGES SR., SANDRA FAY WAGES to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE BANK, FSB, dated May 30, 2008, recorded June 11, 2008, in Deed Book 435, Page 467-473, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Seventeen Thousand One Hundred Eight and 00/100 dollars ($217,108.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, secured creditor, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, all property described in said Security Deed including but not limited to the following described property:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT #15 IN THE 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOT 17 OF THE EDGAR ALLISON SUBDIVISION, CONTAINING 0.37 ACRE, MORE OR LESS, AS PER A PLAT OF SURVEY PREPARED BY B. GREGORY, COUNTY SURVEYOR, DATED APRIL 1978, SAID PLAT BEING RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE IN PLAT BOOK 5, PAGE 164, TOWNS COUNTY RECORDS, REFERENCE THERETO BEING HEREMADE FOR A FULL AND COMPLETE DESCRIPTION HEREIN. ADDRESS: 2499 LEISURE LANE; YOUNG HARRIS, GA 30582 TAX MAP OR PARCEL ID NO: 0018B-042
Said legal description being controlling, however the property is more commonly known as 2499 LEISURE LN, YOUNG HARRIS, GA 30582.
The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.
Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed.
To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is JAMES A. WAGES SR., SANDRA FAY WAGES, ESTATE OF JAMES A. WAGES SR. , or tenants(s).
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.
The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, Plano, TX. 75024, Telephone Number: 800-720-3758; for and on behalf of the secured creditor.
BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP
as Attorney in Fact for
JAMES A. WAGES SR., SANDRA FAY WAGES
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA 30092
Telephone Number: (877) 813-0992 Case No. BAC-12-05071-0004
Ad Run Dates 09/05/2012, 09/12/2012, 09/19/2012, 09/26/2012
www.rubinlublin.com/property-listings.php
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Under and by virtue of the Power of Sale contained in a Security Deed given by H. Lamar Sikes to ABN Amro Mortgage, dated November 30, 2005, recorded in Deed Book 355, Page 721, Towns County, Georgia Records, last assigned to CitiMortgage, Inc., conveying the after-described property to secure a Note in the original principal amount of Three Hundred Thirty-Six Thousand and 00/100 DOLLARS ($336,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following described property:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: CitiMortgage, Inc., 1000 Technology Drive, MS 314, O'Fallon, MO 63368 AND 866-880-5730. Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
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.
To the best knowledge and belief of the undersigned, the party in possession of the property is H. Lamar Sikes or a tenant or tenants and said property is more commonly known as 1160 Frog Pond Road, Hiawassee, GA 30546.
CitiMortgage, Inc.
as Attorney in Fact for
H. Lamar Sikes
Morris|Hardwick|Schneider, LLC
1301 Hightower Trail, Suite 305
Sandy Springs, Georgia 30350
http://foreclosure.closingsource.net
MHS File #: GA-91000511-12
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
By virtue of the power of sale contained in a Deed to Secure Debt by CHARLENE GIBSON and TOMMY VIRGIL GIBSON to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Mortgage Now, Inc., dated August 3, 2005 and filed for record August 9, 2005 in Deed Book 343, Page 434, Towns County, Georgia records, and securing a Note in the original principal amount of $162,400.00; last transferred to Bank of America, N.A. by Assignment, filed for record in Deed Book 508, Page 12, Towns County, Georgia records; there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Towns County, Georgia, between the legal hours of sale on the first Tuesday in October, 2012, by Bank of America, N.A. as Attorney-in-Fact for CHARLENE GIBSON and TOMMY VIRGIL GIBSON the following property to-wit:
All that tract or parcel of land lying and being in Land Lot 152 of the 18th District, 1st Section. Towns County, Georgia, containing 2.229 acres, being Tract 5 shown on a plat of survey by Northstar Land Surveying, Inc., Gary Kendall, Registered Surveyor, and recorded in Plat Book 26, Page 148, Towns County, Georgia records, which recorded plat is incorporated herein by reference made a part of this description.
The above described property is also known as 870 GIBSON HILL ROAD, HIAWASSEE, GA 30546.
The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorney's fees, if applicable.
The property will be sold as the property of the aforesaid grantor subject to the following: all prior restrictive covenants, easements, rights-of-way, security deeds, or encumbrances of record; all valid zoning ordinances; matters which would be disclosed by an accurate survey of the property or by any inspection of the property; all outstanding taxes, assessments, unpaid bills, charges, and expenses that are a lien against the property whether due and payable or not yet due and payable.
Pursuant to O.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows:
Bank of America, N.A.
Home Loan Assistance Dept
7105 Corporate Drive
Plano, TX 75024
1-800-669-6650
The foregoing notwithstanding, nothing in O.C.G.A. § 44-14-162.2 shall be construed to require Bank of America, N.A. to negotiate, amend or modify the terms of the Deed to Secure Debt described herein.
Bank of America, N.A.
as Attorney-in-Fact for
CHARLENE GIBSON and TOMMY VIRGIL GIBSON
SHUPING, MORSE & ROSS, L.L.P.
By: S. Andrew Shuping, Jr.
6259 Riverdale Road, Suite 100
Riverdale, GA 30274
770-991-0000
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from Crystal Holdings of Hiawassee, Inc. f/k/a Crystal Holdings, Inc. and Argiro J. Gomez to Regions Bank d/b/a Regions Mortgage, dated December 27, 2005, recorded December 28, 2005, in Deed Book 357, Page 370, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the principal amount of SEVENTY THOUSAND DOLLARS AND NO CENTS ($70,000.00), with interest thereon as provided for therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in October 2012 by the secured creditor, Regions Bank d/b/a Regions Mortgage, as Attorney in Fact for Crystal Holdings of Hiawassee, Inc. f/k/a Crystal Holdings, Inc. and Argiro J. Gomez, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND SITUATE AND LYING IN LAND LOT 127, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.54 ACRE, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED ON A PLAT OF SURVEY BY HOLCOMB SURVEYING, INC., ENTITLED "SURVEY FOR ROBERT H. BURRELL ESTATE", DATED AUGUST 3, 1998 AND RECORDED IN PLAT BOOK 27, PAGE 92, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE. Said property being known as 455 Jack Creek Road, Hiawassee, GA 30546 according to the present numbering system in Towns County. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to the following items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or by an inspection of the property; any outstanding taxes, including but not limited to ad valorem taxes, which constitute liens upon said property; special assessments; all outstanding bills for public utilities which constitute liens upon said property; all restrictive covenants, easements, rights-of-way and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the party in possession of the property is Argiro J. Gomez or tenant(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan. The name of the person or entity who has the full authority to negotiate, amend, and modify all terms of the mortgage is: Regions Bank d/b/a Regions Mortgage, 215 Forrest Street, Hattiesburg, MS 39401 TEL (800) 748-9498. THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Geheren Firm, P.C., 4828 Ashford Dunwoody Road, 2nd Floor, Atlanta, GA 30338 TEL (678) 587-9500.
T(Sept5,12,19,26)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 S.L. CYCLING, LLC to UNITED COMMUNITY BANK, dated August 16, 2010, recorded August 20, 2010, in Deed Book 479, Page 456, Towns County, Georgia records, said Security Deed being given to secure a Note from LYLE D. STRICKLAND and DIANE M. STRICKLAND dated August 16, 2010, in the original principal amount of Two Hundred Thirty Nine Thousand Six Hundred Seventy Four and 05/100 ($239,674.05) 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 October, 2012, the following described property:
All that tract or parcel of land lying and being in Land Lot 79, 18th District, 1st Section, Towns County, Georgia, and being Tract 3-E: "3", containing 0.51 acres, and Tract 3-E: "2" - B, containing 0.09 acres as shown on a plat of survey done by T. Kirby & Associates, Inc., dated 5/21/10 and recorded at Plat Book 31, Page 88, Towns County, Georgia records, which plat is incorporated herein by reference hereto.
The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey.
The property is conveyed subject to the Easement to the BRMEMC recorded at Deed Book 430, Page 608, Towns County, Georgia records.
Also conveyed herewith is a perpetual, non-exclusive easement for ingress and egress and for the installation and maintenance of utilities over, above and across the following: that 50 foot wide right of way known as Big Sky Drive, a portion of which is shown on the above referenced plat of survey; and that 18 foot wide ingress/egress easement running from Big Sky Drive to the herein described tract, as shown on the above referenced plat of survey, and an easement for the right to connect to and use the underground power and telephone pedestals adjoining said 18 foot wide easement as shown on the above referenced plat of survey.
Including all furniture, fixtures and equipment.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is S.L. CYCLING, LLC or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for S.L. CYCLING, LLC
L. Lou Allen
Stites & Harbison, PLLC
11 Mountain Street, Suite 8
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03363
T(Sept5,12,19,26)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 LYLE D. STRICKLAND and DIANE M. STRICKLAND to UNITED COMMUNITY BANK, dated June 30, 2006, recorded July 5, 2006, in Deed Book 376, Page 413, Towns County, Georgia records, as last modified by Modification of Security Deed dated May 21, 2009, recorded in Deed Book 456, page 119, Towns County, Georgia records, said Security Deed being given to secure a Note from LYLE D. STRICKLAND and DIANE M. STRICKLAND dated May 21, 2009, in the original principal amount of Seventy Eight Thousand Eight Hundred Twenty Seven and 16/100 ($78,827.16) 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 October, 2012, the following described property:
All that tract or parcel of land lying and being in Land Lot 101, 17th District, 1st Section of Towns County, Georgia, being Tract B, containing 2.57 acres, more or less as shown on a plat of survey by John W. Burch, R. L. S. # 2907, dated June 8, 2006 and filed and recorded in Plat Book 29 Page 254, Towns County, Georgia records, which survey is incorporated herein by reference for a complete description of said property.
Also conveyed is an easement for ingress, egress and utilities along Airline Road and thence along Fortenberry Road to the property herein conveyed as shown on the above referenced plat of survey.
The above described property is conveyed subject to that certain Water Main Easement Right of Way Deed as filed and recorded in Deed Book 140, pages 505, Towns County, Georgia records.
The above described property is conveyed subject to Road Rights-of-Way, Utility Easements and all other matters as shown on said referenced survey.
Also Conveyed herewith is an 20 foot access easement for ingress, egress, and utilities over and across Tract A, as shown on above referenced survey.
The above property is conveyed subject to the following Restrictions:
(1) Property cannot be sub-divided more than 2 times.
(2) No accumulation of discarded personal effects, debris, waste, garbage, disabled, wrecked or junked motor vehicle, trailer, old appliances, scrap metal or wood shall be permitted on any lot at any time.
(3) All exterior surfaces of all structures must be stained, painted or treated. Exceptions being vinyl, aluminum or other manufactured exterior surfaces shall be either painted or have a masonry stucco surface or natural stone.
(4) All construction debris and excess material shall be removed, cleaned up or properly covered within a reasonable period of time after final construction but not to exceed one year from start of framing.
(5) All unimproved areas of the property such as wooded areas shall be maintained in a reasonable condition, such as removal of stumps, excessive dead wood, under growth and brash.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is LYLE D. STRICKLAND and DIANE M. STRICKLAND or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for LYLE D. STRICKLAND and DIANE M. STRICKLAND
L. Lou Allen
Stites & Harbison, PLLC
11 Mountain Street, Suite 8
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03364
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Sept5,12,19,26)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 RICHARD EMORY GARRETT to UNITED COMMUNITY BANK, dated September 22, 2007, recorded September 24, 2007, in Deed Book 416, Page 565, Towns County, Georgia records, as last modified by Modification of Security Deed dated September 24, 2010, recorded in Deed Book 488, Page 72, Towns County, Georgia records, said Security Deed being given to secure a Note from RICHARD EMORY GARRETT dated September 24, 2010, in the original principal amount of One Hundred Ninety Two Thousand Seven Hundred Thirty One and 49/100 ($192,731.49) 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 October, 2012, the following described property:
All that tract or parcel of land lying and being in LL 31, 18th District, 1st Section, Towns County, Lot 1 and containing 0.77 acres, more or less on a plat of survey by Landtech Services, Inc., James L. Alexander, R.L.S., dated 3/8/07, and recorded in Plat Book 37, Page 33, Towns County, Georgia records, said being incorporated herein by reference; together with an 18 foot wide easement of ingress and egress and for the installation and maintenance of utilities over, above, under and across that proposed 18 foot easement as shown on aforementioned plat of survey, for access to and from said lots and Upper Bell Creek Road.
Also conveyed herein is all of Grantors' right, title and interest in that land lying between the aforedescribed Lot 1 and the centerline of Upper Bell Creek Road, subject to the road right of way, and an 18 foot wide easement of ingress and egress and for the installation and maintenance of utilities, over, above, under and across the extension of that proposed 18 foot easement shown on said plat of survey to the northwestern line of Upper Bell Creek Road.
Subject to all matters and conditions as shown on the above referenced plat of survey.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, 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 RICHARD EMORY GARRETT or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for RICHARD EMORY GARRETT
L. Lou Allen
Stites & Harbison, PLLC
11 Mountain Street, Suite 8
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-02562
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Sept5,12,19,26)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 ROBERT D. DERNEHL to UNITED COMMUNITY BANK, dated June 17, 2011, recorded July 22, 2011, in Deed Book 497, Page 572, Towns County, Georgia records, said Security Deed being given to secure a Note from ROBERT D. DERNEHL dated June 17, 2011, in the original principal amount of Two Hundred Thirteen Thousand Six Hundred Sixty and 00/100 ($213,660.00) 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 October, 2012, the following described property:
TRACT ONE:
ALL THAT TRACT AND PARCEL OF LAND LYING AND BEING IN THE 17TH DISTRICT, 1ST SECTION LAND LOT 54, TOWNS COUNTY, GEORGIA, BEING LOT 15 OF PHILLIPS COVE SUBDIVISION, CONTAINING 0.771 ACRES AS SHOWN ON A PLAT OF SURVEY PREPARED BY NORTHSTAR LAND SURVEYING INC, W. GARY KENDALL, R.L.S. #2788, DATED MARCH 29, 2004 AND REVISED APRIL 16 2004, AND RECORDED IN PLAT BOOK 32, PAGE 193, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE.
ALSO CONVEYED IS AN EASEMENT OF INGRESS AND EGRESS ALONG CEDAR RIDGE ROAD AND PHILLIPS COVE DRIVE AS SHOWN ON A PLAT OF SURVEY RECORDED IN PLAT BOOK 32, PAGE 193. ALSO CONVEYED IS AN EASEMENT FOR USE OF THE COMMON AREA WHICH IS DESIGNATED AS TRACT TWO ON A PLAT OF SURVEY AS RECORDED IN PLAT BOOK 30, PAGE 263, TOWNS COUNTY RECORDS.
ALSO CONVEYED IS AN EASEMENT OF INGRESS AND EGRESS ACROSS LOT 16 AS SHOWN ON THE ABOVE REFERENCED PLAT.
PROPERTY CONVEYED SUBJECT TO RESTRICTIONS AS RECORDED IN DEED BOOK 310, PAGES 112-127 AND AS AMENDED IN DEED BOOK 314, PAGES 296-300, TOWNS COUNTY RECORDS.
PROPERTY CONVEYED SUBJECT TO EASEMENTS TO BLUE RIDGE MOUNTAIN ELECTRIC MEMBERSHIP CORPORATION AS RECORDED IN DEED BOOK 168, PAGE 677, DEED BOOK 203, PAGE 16 AND DEED BOOK 297, PAGES 530-531, TOWNS COUNTY RECORDS.
PROPERTY CONVEYED SUBJECT TO MATTERS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK 30, PAGE 263 AND PLAT BOOK 32, PAGE 193, TOWNS COUNTY RECORDS.
TRACT TWO:
ALL THAT TRACT AND PARCEL OF LAND LYING AND BEING IN THE 17TH DISTRICT, 1ST SECTION LAND LOT 54, TOWNS COUNTY, GEORGIA, BEING LOT 16 OF PHILLIPS COVE SUBDIVISION, CONTAINING 0.751 ACRES AS SHOWN ON A PLAT OF SURVEY PREPARED BY NORTHSTAR LAND SURVEYING, INC, W. GARY KENDALL, RLS #2788, DATED MARCH 29, 2004 AND REVISED APRIL 16 2004, AND RECORDED IN PLAT BOOK 32, PAGE 193, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE.
ALSO CONVEYED IS AN EASEMENT OF INGRESS AND EGRESS ALONG CEDAR RIDGE ROAD AND PHILLIPS COVE SUBDIVISION AS SHOWN ON A PLAT OF SURVEY RECORDED IN PLAT BOOK 32, PAGE 193. ALSO CONVEYED IS AN EASEMENT FOR USE OF THE COMMON AREA WHICH IS DESIGNATED AS TRACT TWO ON A PLAT OF SURVEY AS RECORDED IN PLAT BOOK 30, PAGE 263, TOWNS COUNTY RECORDS.
SUBJECT TO THE 20' EASEMENT FOR INGRESS AND EGRESS TO ACCESS LOT 15 OF PHILLIPS COVE SUBDIVISION AS SHOWN ON THE ABOVE REFERENCED PLAT.
PROPERTY CONVEYED SUBJECT TO RESTRICTIONS AS RECORDED IN DEED BOOK 310, PAGES 112-127 AND AS AMENDED IN DEED BOOK 314, PAGES 296-300, TOWNS COUNTY RECORDS.
PROPERTY CONVEYED SUBJECT TO EASEMENTS TO BLUE RIDGE MOUNTAIN ELECTRIC MEMBERSHIP CORPORATION AS RECORDED IN DEED BOOK 168, PAGE 677, DEED BOOK 203, PAGE 16 AND DEED BOOK 297, PAGES 530-531, TOWNS COUNTY RECORDS.
PROPERTY CONVEYED SUBJECT TO MATTERS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK 30, PAGE 263 AND PLAT BOOK 32, PAGE 193, TOWNS COUNTY RECORDS.
Including all fixtures, improvements, including but not limited to boat docks.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is ROBERT D. DERNEHL or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for ROBERT D. DERNEHL
L. Lou Allen
Stites & Harbison, PLLC
11 Mountain Street, Suite 8
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03353
T(Sept5,12,19,26)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 KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY COMPANY to UNITED COMMUNITY BANK, dated June 3, 2004, recorded June 3, 2004, in Deed Book 305, Page 665, Towns County, Georgia records, as last modified by Modification of Security Deed dated June 20, 2011, recorded in Deed Book 500, Page 464, Towns County, Georgia records, said Security Deed being given to secure a Note from KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY COMPANY dated June 20, 2011, together with interest, 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 October, 2012, the following described property:
TRACT ONE (I)
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 199, OF TOWNS COUNTY, GEORGIA, CONTAINING 28 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY B. GREGORY, COUNTY SURVEYOR, DATED 12-22-80, AND RECORDED IN PLAT BOOK 6, PAGE 202, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE, AND SUBJECT TO ALL EASEMENTS AS SHOWN ON SAID PLAT; AND GRANTED HEREIN ARE ALL UTILITIES AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT.
BEING PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE BRADSHAW BY WARRANTY DEED DATED 12-23-80, AND RECORDED IN DEED BOOK 68, PAGE 415, OF THE TOWNS COUNTY RECORDS; AND BEING PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE BRADSHAW BY WARRANTY DEED DATED 1-30-81, AND RECORDED IN DEED BOOK 69, PAGE 357, OF THE TOWNS COUNTY RECORDS, AS CORRECTED BY CORRECTIVE WARRANTY DEED FROM FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE BRADSHAW DATED 6-8-86, AND RECORDED IN DEED BOOK 92, PAGE 750 OF THE TOWNS COUNTY RECORDS; AND BEING A PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE BRADSHAW BY WARRANTY DEED DATED 5-19-81, AND RECORDED IN DEED BOOK 69, PAGE 357, OF THE TOWNS COUNTY RECORDS; AND BEING A PART OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 199, OF TOWNS COUNTY, GEORGIA CONTAINING 0.60 ACRE, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY B. GREGORY, COUNTY SURVEYOR, DATED 4-23-81, AND RECORDED IN PLAT BOOK 9, PAGE 33, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE; AND BEING A PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES W. BRADSHAW AND LANNIE BRADSHAW BY WARRANTY DEED DATED 5-1-84, AND RECORDED IN DEED BOOK 76, PAGE 318, OF THE TOWNS COUNTY RECORDS.
THESE BEING A PART OF THE SAME LANDS AS CONVEYED FROM LANNIE BRADSHAW TO JAMES BRADSHAW IN A QUITCLAIM DEED DATED SEPTEMBER 18, 1996 RECORDED IN DEED BOOK 148, PAGES 143-144, TOWNS COUNTY RECORDS.
THIS BEING THE SAME TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 199, OF TOWNS COUNTY, GEORGIA, AND IDENTIFIED AS TRACT 1, CONTAINING 28.146 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY EDWIN G. DAVIDSON, REGISTERED SURVEYOR, DATED 11-04-97, AND RECORDED IN PLAT BOOK 23, PAGE 263, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE, AND SUBJECT TO ALL ROADWAY AND UTILITIES EASEMENTS AS SHOWN ON SAID PLAT, AND GRANTED HEREIN ARE ALL UTILITIES AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT.
GRANTOR HEREBY TRANSFERS AN EASEMENT FOR UTILITIES AND ROADWAY ACCESS OVER THE ADJOINING LANDS OF GRANTOR; SAID EASEMENT TO BE 24 FEET WIDE, AS MEASURED FROM THE EDGE OF THE EXISTING RIGHT-OF-WAY, AS THE RIGHT-OF-WAY IS SHOWN ON THE PLAT FILED AND RECORDED IN PLAT BOOK 23, PAGE 263, SAID RIGHT-OF-WAY BEING KNOWN, AS DOC'S ROAD, TO RUN FROM KELLY LANE WITH DOC'S ROAD TO A POINT LOCATED NOT MORE THAN TWENTY-FOUR (24) FEET PAST THE ADJOINING CORNER OF THE SUBJECT PROPERTY.
WELL WATER AGREEMENT AND EASEMENT. THE PROPERTY TRANSFERRED HEREBY IS SUBJECT TO THE FOLLOWING WELL WATER AGREEMENT AND EASEMENT IN FAVOR OF THE SUBJECT PROPERTY AND THE ADJOINING PROPERTIES OR TRACTS OF THE GRANTOR. SAID WELL WATER AGREEMENT AND EASEMENT SHALL NOT APPLY TO MORE THAN TO TWO RESIDENTIAL UNITS TO BE LOCATED ON GRANTOR ADJOINING LAND (TWO (2) ONE AREA) TRACTS), OR SHALL NOT EXCEED ONE RESIDENCE PER ACRE ON THE ADJOINING PROPERTY OF GRANTOR. THE COSTS OF PROVIDING WATER TO EACH TRACT SHALL BE THE INDIVIDUAL RESPONSIBILITY OF EACH TRACT OWNER, EACH TRACT OWNER SHALL BE RESPONSIBLE FOR THE COSTS OF ALL WATERLINES, RESERVOIRS, PUMPS AND TAPS AND OTHER SIMILAR WATER SERVICE DEVICES SERVICING EACH INDIVIDUAL TRACT. THE COSTS OF WATER DEVICES AND COMMON ELEMENTS NECESSARY TO SERVE ALL THREE TRACTS MUTUALLY TO BE EQUALLY SHARED BY EACH LANDOWNER ACTUALLY UTILIZING THE WATER EASEMENT. THE PROVISION SHALL RUN WITH THE LAND AND BE MUTUALLY BINDING AS TO THE GRANTEES OF ANY LANDOWNER OF THE TRACT TRANSFERRED BY RICHARD H. STANCIL AND STEVE GILES WHICH WERE RECEIVED BY THEM FROM JAMES BRADSHAW. IN THE EVENT THAT ANYLANDOWNER SHALL NOT PAY HIS PRO RATA SHARE AFTER WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, BY ANY HOLDER OF THIS EASEMENT, WATER TO THAT TRACT MAY BE SHUT OFF OR DISCONTINUED BY THE HOLDERS OF THE EASEMENT, OR AT THE OPTION OF THE HOLDERS OF THE EASEMENT, A LIEN AGAINST THE PROPERTY OF THE NONPAYING EASEMENT HOLDER MAY BE FILED IN THE SAME MANNER AS A LIEN FOR MATERIALMEN OR LABORS, AND MAY BE ENFORCED AS PROVIDED THEREFORE.
TRACT TWO (2)
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 199 OF TOWNS COUNTY, GEORGIA CONTAINING 7.75 ACRES, MORE OR LESS, AS SHOWN ON A REVISED PLAT OF SURVEY BY B. GREGORY, COUNTY SURVEYOR RECORDED IN PLAT BOOK 11, PAGE 113, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO AND MADE A PART HEREOF.
SUBJECT TO MATTERS AS SHOWN ON SAID PLAT.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY COMPANY or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for KELLY ROAD, LLC A/K/A KELLY ROAD LIMITED LIABILITY COMPANY
L. Lou Allen
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(706) 632-7923
File No. 7484A-03357
T(Sept5,12,19,26)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 SLEEPING BEAR PARTNERS, LLC to UNITED COMMUNITY BANK, dated September 14, 2009, recorded October 6, 2009, in Deed Book 463, Page 699, Towns County, Georgia records, as last modified by Modification of Security Deed dated January 5, 2010, recorded in Deed Book 470, Page 201, Towns County, Georgia records, said Security Deed being given to secure a Note from SLEEPING BEAR PARTNERS, LLC dated January 5, 2010, 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 October, 2012, the following described property:
All that tract or parcel of land lying and being in Land Lot 99, 18th District, 1st Section of Towns County, Georgia, Lot 5, containing 1.574 acres, more or less, of Hightower Ridge Subdivision, Phase I as shown on plat of survey by Land Tech Services, Inc., dated September 30, 2003, recorded in Plat Book 32, Page 85-86, Towns County, Georgia records, which description on said plat is incorporated herein by reference.
Subject to all matters and conditions as shown on the above referenced plat of survey.
Grantor grants to Grantee a non-exclusive perpetual easement for ingress and egress to the above described property along parks road and along the subdivision roads, as shown on the said plat.
Subject to Declaration of Restrictions, Conditions and Covenants running with the land for Hightower Ridge Subdivision as recorded in Deed Book 319, page 789-793, as and amended in Deed Book 363, Page 70-71, Towns County, Georgia records.
Subject to Blanket Easement to Blue Ridge Mountain EMC as recorded in Deed Book 297, Page 367-368, Towns County, Georgia records.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is SLEEPING BEAR PARTNERS, LLC or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for SLEEPING BEAR PARTNERS, LLC
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(706) 632-7923
File No. 7484A-03361
T(Sept5,12,19,26)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 SLEEPING BEAR PARTNERS, LLC to UNITED COMMUNITY BANK, dated February 27, 2004, recorded February 27, 2004, in Deed Book 297, Page 150, Towns County, Georgia records, as last modified by Modification of Security Deed dated January 5, 2010, recorded in Deed Book 470, Page 189, Towns County, Georgia records, said Security Deed being given to secure a Note from SLEEPING BEAR PARTNERS, LLC dated January 5, 2010, 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 October, 2012, the following described property:
All that tract or parcel of land lying and being in Land Lots 99, 100 & 101, 18th District, 1st Section, Towns County, Georgia, containing 102.897 acres as shown on a plat of survey prepared by Land Tech Services, Inc., February 24, 2004 and recorded in Plat Book 32, Page 51, Towns County, Georgia records, which description on said plat is incorporated herein.
Subject to a twelve foot easement of Parks Road as shown on said plat.
Subject to a water right to the water reservoir as described in a conveyance deed recorded in Deed Book 139, Page 340, Towns County, Georgia records.
LESS AND EXCEPT: All that tract or parcel of land lying and being in Land lot 99 & 100, 18th District, 1st Section, Towns County, Georgia, Lots 12, 13, 14, 15, 15A, 16, 18, 19 and 27 of the Highlands at Hightower Ridge Subdivision, Phase II, as shown on plat of survey done by LandTech Services, Inc., dated May 21, 2006, recorded in Plat Book 36, Page 167-169, Towns County, Georgia records.
LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 99, 18th District, 1st Section of Towns County, Georgia, Lot 5, containing 1.574 acres, more or less, of Hightower Ridge Subdivision, Phase I, as shown on a plat of survey by Land Tech Services, Inc., dated September 30, 2003, recorded in Plat Book 32, Page 85-86, Towns County, Georgia records, which description on said plat is incorporated herein by reference.
LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 100, 18th District, 1st Section of Towns County, Georgia, being Tract 1, containing 5.00 acres, more or less, as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc., dated March 5, 2011 and filed and recorded in Plat Book 31, Page 113, Towns County, Georgia records, which description on said plat is incorporated herein by reference.
The property being foreclosed on is more particularly described as Lots 3, 17, 20, 21, 22, 23, 24, 25 and 26, of the Highlands at Hightower Ridge Subdivision, Phase II and 45.97 acres of land.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is SLEEPING BEAR PARTNERS, LLC or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for SLEEPING BEAR PARTNERS, LLC
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File No. 7484A-03362
T(Sept5,12,19,26)B