# **Towns County Herald**

# Legal Notices for January 14, 2015

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

RE: Estate of Edward Grady Eller All creditors of the estate of Edward Grady Eller, 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 19th day of December, 2014

Judy Carpenter Personal Representative PO Box 863 Blairsville, GA 30514

T(Dec24,31,Jan7,14)F

### NOTICE FOR BIDS

Towns County will be accepting sealed bids on old surplus blocks. The blocks are over 25 years old, some broken, and are being sold years out, some broken, and are being solu as is. They may be inspected at the entrance of the Towns County Maintenance Barn lo-cated at 850 County Barn Road, Hiawassee, GA 30546, Monday through Friday from 8am-3pm. All blocks must be removed from property within 30 days of winning bid.

Sealed bids should be submitted to the Towns Sealed blds should be submitted to the lowns County Commissioner's Office at 48 River Street Suite B, Hiawassee, GA 30546. The bids will be opened at the Commissioner's Office on Friday, January 16, 2015, at 11:30am. Minimum bid is \$100.

Towns County reserves the right to reject any and all bids for any reason. T(Jan14)B

City of Young Harris, Georgia P.O. Box 122, Young Harris, Georgia 30582-0122 Sewerage System Image NOTICE

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Sewerage System Improver ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Sewerage System Improvements, Additions to the Existing Water Pollution Control Plant, April 2014 will be received, by City of Young Har-ris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582, until 2:00 p.m. local time on Tuesday, January 27, 2015, at which time the Bids received will be publicly percent and eard. No substitute bid provide opened and read. No submitted bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days. The Project consists of construction of: Approximately 4,700 linear feet of 8-inch grav-the course the construction with a conclusion and

ity sewer line complete with manholes and other appurtenances as required.

Time of construction is 120 consecutive cal-

Proposals for the complete work in one gener-al contract shall be made on the proposal form provided and shall contain prices in words and

For the work bid on. All Bidders must have or be capable of ac-quiring a State of Georgia Utility Contractors License prior to bid award. Contractor must employ during construction a state Utility Man-ager certificate holder who will have oversight of the work. Decumentations of these worldfor

of the work. Documentation of these qualifica-tions will be required prior to bid award. See Instructions to Bidders, Article 13.09. The Issuing Office for the Bidding Documents is: G. Ben Turnipseed Engineers, Inc. 2255 Cumberland Parkway, Building 400, Atlanta, Generia. 3039. Contect parcon is Kellie Bac. Genrola, 30339. Contact person is Kellie Bar-ber, 770-333-0700, kbarber@gbtengineers. com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m. and may obtain cop-to of the Bidding Document from the Ionvin

ies of the Bidding Documents from the Issuing Office as described below. Bidding Documents also may be examined at the office of City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582; Atlanta Builders Exchange in

Atlanta, Georgia and the offices of the Engi-neer, G. Ben Turnipseed Engineers, Inc., in At-lanta and Augusta. Copies of the plans and specifications may be obtained from G. Ben Turnipseed Engineers, Inc., 2255 Cumberland Parkway, Building 400, Alanta Cacencia 2020

Atlanta, Georgia 30339 upon receipt of the fol-lowing amounts:

lowing amounts: Specifications \$150.00 Plans \$150.00

ed Drawings Available (Extra Set) Reduc \$150.00

\$10.00 Upon receipt of all documents in undamaged condition within thirty (30) days after the date of opening of bids, one-half of the deposit will be refunded. The difference between the de-posit and the amount refunded represents the cost of enveloped cost of reproduction. No refund will be made

for documents received after thirty (30) days or in damaged condition. A pre-bid conference will not be held. Bid security shall be furnished in accordance with the Instructions to Bidders. Note(s) to User: Bidders shall submit proof of wallifications to proform the Walk on do

of qualifications to perform the Work as de-scribed in the Instructions to Bidders. Owner reserves the right to reject any or

all bids and to waive informalities. Owner: CITY OF YOUNG HARRIS, GEORGIA

Date: December 16, 2014

T(Dec17-Jan28)B

### NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000

Pursuant to O.C.G.A. §16-13-49(n), any party claiming an interest in the following property is hereby notified that on the 30th of October,

NOTICE City of Young Harris, Georgia P.O. Box 122, Young Harris, Georgia 30582-0122 Additions to Existing WPCP ADVERTISEMENT FOR BIDS Sealed Bids for the construction of the Sew-erane. System Improvements. Additions to the

erage System Improvements, Additions to the Existing Water Pollution Control Plant, April 2014 will be received, by City of Young Har-ris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582, until 3:00 p.m. local time on Tuesday, January 27, 2015, at which time the Bids received will be publicly opened and read. No submitted bid may be withdrawn after the activational technological frame technological methods and the second second second second second second withdrawn after the activation second s

withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days. The Project consists of construction of: Additions to the existing water pollution con-trol plant to include an influent structure, an aeration basin, a final clarifier, filters, an ultra-ulable distribution and offunct number violet disinfection system, an effluent pump station, a temperature control system, an aerobic digester, a sludge dewatering building, a standby generator and a chemical feed sys-tem, all complete with appurtenances. Time of construction is 450 consecutive cal-

Time of construction is 450 consecutive cal-endar days. Proposals for the complete work in one gener-al contract shall be made on the proposal form provided and shall contain prices in words and figures for the work bid on. All Bidders must have or be capable of ac-quiring a State of Georgia Utility Contractors License prior to bid award. Contractor must employ during construction a state Utility Man-ager certificate holder who will have oversight of the work. Documentation of these qualifica-tions will be required prior to bid award. See tions will be required prior to bid award. See

Instructions to Bidders, Article 13.09. The Issuing Office for the Bidding Documents is: G. Ben Turnipseed Engineers, Inc. 2255 Cumberland Parkway, Building 400, Atlanta, Georgia, 30339. Contact person is Kellie Bar-ber, 770-333-0700, kbarber@gbtengineers. Der, 770-33-0700, Karberegutengineers, com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Of-ference decembed below. fice as described below.

Bidding Documents also may be examined at the office of City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582; Atlanta Builders Exchange in Atlanta, Georgia and the offices of the Engi-neer, G. Ben Turnipseed Engineers, Inc., in At-lanta and Aurusta lanta and Augusta.

Copies of the plans and specifications may be obtained from G. Ben Turnipseed Engineers, Inc., 2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339 upon receipt of the following amounts

Specifications \$200.00

Plans \$400.00 Reduced Drawings Available (Extra Set)

Neuloce Drawings Available (Exita Ser) \$400.00 Upon receipt of all documents in undamaged condition within thirty (30) days after the date of opening of bids, one-half of the deposit will be refunded. The difference between the de-posit and the amount refunded represents the cost of reproduction. No refund will be made for documents received after thirty (30) days or in damaged condition. A pre-bid conference will not be held. Bid security shall be furnished in accordance with the Instructions to Bidders. Note(s) to User: Bidders shall submit proof of qualifications to perform the Work as de-scribed in the Instructions to Bidders. \$400.00

scribed in the Instructions to Bidders. The Owner reserves the right to reject any or all bids and to waive informalities.

**Owner: CITY OF YOUNG HARRIS, GEORGIA** By: Title:

Date: December 16, 2014

NOTICE OF FORECLOSURE SALE UNDER POWER TOWNS COUNTY, GEORGIA THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT DUPORE THAT PURPOSE

THAT PURPOSE. Under and by virtue of the Power of Sale con-tained in a Security Deed given by Robert H. Anderson and Betty J. Anderson to Mortgage Electronic Registration Systems, Inc. as nomi-nee for Southern Highlands Mortgage, LLC, dated May 5, 2010, and recorded in Deed Book 473, Page 700, Towns County, Georgia Re-cords, as last transferred to Branch Banking and Trust Company by assignment recorded and Trust Company by assignment recorded on December 3, 2014 in Book 558 Page 523 on becentier 3, 2014 In book 556 rage 525 in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of One Hundred Thirty-Four Thousand Four Hundred and D/100 dollars (\$134,400.00), with interest thereon as cet forth therein there will be add at while

dollars (\$134,400.00), 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 February 3, 2015, the following described property: All that tract or parcel of land lying and be-ing in Land Lot 117, 18th District, 1st Section, Towns County, Georgia records, and being known as Lot 1 of Plantation Villas, contain-ing 0.174 acres, and being shown on a plat of survey by T Kirby & Associates dated April 16, 2008, revised April 2, 2009 and filed and re-2008, revised April 2, 2009 and filed and re-corded in Plat Book 31, Page 39, Towns County, Georgia records, which plat is incorporated herein by reference hereto.

## NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA

COUNTY OF TOWNS

COUNTY OF TOWNS Under and by virtue of the Power of Sale con-tained in the Real Estate Deed to Secure Debt from Bradley Jay Wilson and Aundrea C. Wil-son dated January 28, 2010, and recorded in Deed Book 470, Page 298, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time. collectively the "Security Deed"), the untas saine may have been multiple from the to time, collectively the "Security Deed"), the un-dersigned will sell at public outcry to the high-est and best bidder for cash before the door of the Courthouse of Towns County, Georgia, dur-ing the legal hours of sale, on the first Tuesday in February 2015, the following described real records the with property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING

ADD BEING IN LAND LOT 144 & 145, 18TH DIS-TRICT, 1ST SECTION OF TOWNS COUNTY, GEOR-GIA, BEING TRACT 1, CONTAINING 1.18 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SUR-VEY BY LANDTECH SERVICES, INC., JAMES L. ALEXANDER R. L. S. #2653, DATED JANUARY 27, 2004 AND FILED AND RECORDED IN PLAT BOOK 35, PAGE 239, TOWNS COUNTY, GEOR-GIA RECORDS. SAID PLAT IS INCORPORATED HEREIN AS REFERENCE HERETO AND MADE A PART HEREOF.

SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.

SURVEY. SUBJECT TO THE DECLARATIONS OF RESTRIC-TIONS, LIMITATIONS AND COVENANTS RUN-NING WITH THE LAND AS FILED AND RECORDED IN DEED BOOK 363, PAGES 546-547, TOWNS COUNTY, GEORGIA RECORDS.

SUBJECT TO THE EASEMENT FILED AND RE-CORDED IN DEED BOOK E-1, PAGE 229, TOWNS COUNTY, GEORGIA RECORDS.

SUBJECT TO THE RIGHT OF WAY AS FILED AND RECORDED IN DEED BOOK Q-108, TOWNS

COUNTY, GEORGIA RECORDS. PROPERTY BEING MORE COMMONLY KNOWN AS: 1135 BEARMEAT ROAD, HIAWASSEE, GA 30546

The debt secured by the Security Deed is evi-The debt secured by the Security Deed is evi-denced by a Renewal Note, dated April 4, 2011, from Bradley Jay Wilson to Bank of Hiawassee, as assigned to Park Sterling Bank, in the origi-nal principal amount of \$37,673.10 (as same may have been further modified, renewed or amended, collectively the "Note"); plus inter-est from date on the unpaid balance until paid, and other indebtedness

est 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 Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable accord-ing to its terms. ing to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Bradley Jay Wilson and Aun-drea C. Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' 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 assess-ments, 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 Bradley Jay Wilson and Aundrea C. Wilson. To the best of the undersigned's knowledge The best of the undersigned's knowledge and belief, the party in possession of the real property is Bradley Jay Wilson and Aundrea C. Wilson, and tenants holding under them. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Bradley Jay Wilson and Aundrea C. Wilson. M Tordd Westfall Femuire M. Todd Westfall, Esquire Howick. Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

. T(Jan7.14.21.28)E

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA **COUNTY OF TOWNS** 

Under and by virtue of the Power of Sale con-tained in the Deed to Secure Debt from Michelle Cain to Bank of Hiawassee, dated December 9, 2002, and recorded in Deed Book 259, Page 220, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modi-fied by that certain Modification of Deed to Secure Debt from Michelle Cain, aka Angela Michelle Rogers, to Bank of Hiawassee, dated March 19, 2010 and recorded in Deed Book 471, Page 568, aforesaid records; as assigned to Citizene South Bank by that derutin Macter to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records as same may have been further modified from time to time, col-lectively the "Security Deed"), and pursuant to the Order of Dismissal for Failure to Pay Filing Fees, entered on November 21, 2014, in Chan rees, entered on November 21, 2014, in chap-ter 13 Case No. 14-21971-jrs, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division, the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2015, the following described real property, to wit: ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 7 AND 30, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOT 6 OF OLD BRASSTOWN ESTATES, CONTAINING 0.996 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SUDVERY DEPARED BY NOOTHEAD LAND OF SURVEY PREPARED BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13, 2002, AS RE-CORDED IN PLAT BOOK 28, PAGE 134, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the Power of Sale con-tained in the Real Estate Deed to Secure Debt from Kerry Louis Wilson to Bank of Hiawassee dated April 12, 2007, as recorded in Deed Book 403, Page 345, 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 June 26, 2012 and re-corded in Deed Book 516, Page 93, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment dated as of March 19, 2010 and 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 under-signed will sell at public outcry to the highest and best bidder for cash before the door of the 403, Page 345, in the offices of the Clerk of 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 February, 2015, the following described real property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LL 146 & 147, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, TRACT 17 (LOT 34) KONEHETAH [sic] VILLAGE SUBDIVISION AS SHOWN ON A PLAT OF SURVEY DONE BY ROCH-ESTER ASSOCIATES, INC., DATED 04/21/03, RE-CORDED AT PLAT BOOK 30, PAGE [sic] 276-277, TOWNS COUNTY, GEORGIA RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED DEFORMING AND PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART

THE PROPERTY IS CONVEYED SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY. 

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LL 147, 18TH DISTRICT, 1ST SEC-TION, TOWNS COUNTY, TRACT 21 AS SHOWN ON A PLAT OF SURVEY DONE BY ROCHESTER ASSOCIATES, INC., DATED 04/21/03, REVISED 3/24/05, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE AND SAID TRACT BE-ING MORE PARTICULARLY DESCRIBED AS FOL-

LOWS: BEGINNING AT THE CORNER COMMON TO LAND BEGINNING AT THE CORNER COMMON TO LAND LOTS 146, 147, 158 & 159 OF SAID DISTRICT AND SECTION AND RUNNING THENCE N 54 36 22 W 2713.22 FEET TO A 5/8" REBAR LOCATED ON OR ABOUT THE NOTHEASTERLY RIGHT OF WAY LINE OF US HIGHWAY 76/GEORGIA HIGH-WAY 2; THENCE RUNNING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 150.00 FEET TO AN IRON PIN THE SAME BEING THE TRUE POINT DE PEGENUNCE, THENCE CONTINUE WITH IRON PIN THE SAME BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 184.52 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING N 52 32 06 E 222.56 FEET TO AN IRON PIN; THENCE S 44 12 59 E 178.96 FEET TO AN IRON PIN; THENCE S 51 15 15 W 262.26 FEET TO THE TRUE POINT OF BEGINNING OF REGINNING

OF BEGINNING. THE PROPERTY IS CONVEYED SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.

AND AND ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LL 146 & 147, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, TRACT 15 (LOT 32) AND TRACT 16 (LOT 33) OF KONAHETAH VILLAGE SUBDIVISION AS SHOWN ON A PLAT OF SURVEY DONE BY ROCHESTER ASSOCIATES UF SURVEY DUNE BY RUCHES IER ASSOCIATES, INC., DATED 04/21/03, RECORDED AT PLAT BOOK 30, PAGE [SIC] 276-277, TOWNS COUNTY, GEORGIA RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REF-ERENCE AND MADE A PART HEREOF.

ERENCE AND MADE A PART HEREOF. THE PROPERTY IS CONVEYED SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY. PROPERTY BEING MORE COMMONLY KNOWN AS: TRACTS 15, 16, 17 AND 21 KONAHETAH VIL-LAGE, HIAWASSEE, TOWNS COUNTY, GEORGIA The debt geowerd by the Convint. Dard its The debt secured by the Security Deed is evidenced by a renewal Promissory Note from Kerry L. Wilson (the "Borrower") to Citizens South Bank, dated June 26, 2012, in the origi-nal principal amount of \$162,643.05 (as same may have been further modified, renewed or amended, 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 on, alloing other possible events of deratin, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed, by reason of this default, the Security Deed has been dealered feredlengthe security Deed has been declared foreclosable accord-

Deed has been declared foreclosable accord-ing to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Kerry L. Wilson, 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 Se-curity Deed. The sale shall be subject to the following: Security Deed from Kerry L. Wilson to Bank of Hiawasse recorded in Deed Book 336, Page 416, as modified, and as assigned Citizens South Bank (n/k/a Park Sterling Bank) by assignment recorded in Deed Book 486, Citizens south Bank (I///a Park Stering Bank) by assignment recorded in Deed Book 486, Page 790, Towns County records; all outstand-ing ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all other prior as-sessments, easements, restrictions or matters of record

To the best of the undersigned's knowledge and belief, the real property is presently owned by Kerry L. Wilson. To the best of the undersigned's knowledge

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA **COUNTY OF TOWNS** 

NOTICE OF SALE UNDER POWER IN SECURITY DEED

Under and by virtue of the power of sale con-tained in that certain Home Equity Line Deed to Secure Debt from Carolyn J. Tyson ("Grantor") in favor of Cadence Bank, N.A. ("Lender"), dated February 15, 2007 and recorded in Deed

back 401, page 17 in the offices of the Clerk of the Superior Court of Towns County, Geor-gia (as modified and/or amended from time to time, the "Deed to Secure Debt"), the un-dersigned will sell at public outcry before the

dersigned will sell at public outcry before the door of the Courthouse of Towns County, Geor-gia during the legal hours of sale on the first Tuesday in February 2015 to the highest and best bidder for cash the following described property (the "Premises"), to wit: All that tract or parcel of land lying and be-ing in Land Lot 73, 18th District, 1st Section, Towns County, Georgia, containing a total of 0.838 acres and shown as Tract One (1) con-taining 0.811 acres and being Lot Six (6) of the Ernest H. Dowdy Subdivision, and Tract Two (2) containing 0.027 acre and being a part of Lot Seven (7) of the Ernest N. Dowdy Subdivision, as shown on a plat of survey by Tamrok As-

s shown on a plat of survey by Tamrok As-sociates, Inc., dated 9/20/95 and recorded in Plat Book 20, Page 254 Towns County records, which description on said by is incorporated

Subject to any easements, restrictions and

Subject to any easements, restrictions and rights-of-way of record, if any. Together with all present and future improve-ments and fixtures; all tangible personal prop-erty, including, without limitation, all machin-ery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connec-tion with the real property, whether or not af-fixed to the land; all privileges, hereditaments, and appurtenances associated with the real property, whether previously or subsequently transferred to the real property from other real

property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from this property to other real prop-erty; all leases, licenses and other agreements pertaining to the real property; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights pertaining to the real property. TO HAVE AND TO HOLD all the aforesaid prop-erty, property rights, contract rights, equip-ment and claims (all of which are collectively) referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

in FEE SIMPLE. The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity Line of Credit Agreement dated February 15, 2007 from Grantor to Cadence Bank, N.A. in the original principal amount of \$95,00.001 (as modified, amended, restated, or replaced from time to time, the "Note"), plus interest from date on the unpaid balance until paid, and other indebtedness.

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 Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the indebted-ness evidenced by the Note has been acceler.

ness evidenced by the Note has been acceler-

Deed. By reason of this default, the indebted-ness evidenced by the Note has been acceler-ated and the Security Deed has been acceler-foreclosable according to its terms. 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 attorneys' fees, notice of intent to collect attorneys' fees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Revenue Service, if any, any matters which might be disclosed by an accurate survey and inspection of the property, and any as-sessments, liens, encumbrances, zoning or-dinances, restrictions, covenants, and matters of record superior to the Security Deed. The sale will be conducted subject (1) to confirma-

sale will be conducted subject (1) to confirma-tion that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final audit and confirmation of the status of the loan and col-lateral with the holder of the Security Deed.

To the best of the undersigned's knowledge

and belief, the Premises are presently owned by Joseph Tyson, Henry Hodge, and Orlando Tyson. To the best of the undersigned's knowl-edge and belief, the parties in possession of the Premises are Joseph Tyson, Henry Hodge, and Orlando Tyson, and tenants holding under Desph Fuer Merry Hodge.

Joseph Tyson, Henry Hodge, and Orlando Ty-

Cadence Bank, N.A., as Attorney-in-Fact for

Atlanta, Georgia 30308-3036 (404) 962-3574 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL

son

Carolyn J. Tyson. Michael R. Wing, Esq. Balch and Bingham, LLP

30 Ivan Allen Jr. Blvd., NW Suite 700

BE USED FOR THAT PURPOSE.

herein by reference.

in FEE SIMPLE.

STATE OF GEORGIA

COUNTY OF TOWNS

COUNTY OF TOWNS Under and by virtue of the Power of Sale con-tained in the Deed to Secure Debt from Kerry L. Wilson to Bank of Hiawassee dated April 26, 2005, as recorded in Deed Book 336, Page 416, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification of Security Deed dat-ed lung 28, 2012 and recorded in Deed Book that certain Modification of Security Deed dat-ed June 26, 2012 and recorded in Deed Book 516, Page 91, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment dated as of March 19, 2010 and recorded in Deed Book 486, Page 790, afore-said 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 bidder for cash before the door of the Courthouse of for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first fuesday in February, 2015, the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SEC-TION LAND LOT 147, TOWNS COUNTY, GEORGIA CONTAINING 1.005 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT 21 (Th-21) AS SHOWN ON A PLAT OF SURVEY FOR KERRY WILSON BY ROCHESTER & ASSOCIATES, INC., JAMES N. CASH, RLS, DATED 04-21-03, AS LAST REVISED ON 03-24-05, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE AND BEING MORE PARTICULARLY DESCRIBED AS for cash before the door of the Courthouse of

BEING MORE PARTICULARLY DESCRIBED AS

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER COMMON TO LAND LOTS 146, 147, 158 AND 159 OF SAID DISTRICT AND SECTION AND RUNNING THENCE N 54 36 22 W 2713.22 FEET TO A 5/8" REBAR LOCATED 22 W 2713.22 FEET TU A 5/8" REBAR LOCATED ON OR ABOUT THE NORTHEASTERLY RIGHT OF WAY LINE OF US HIGHWAY 76/GEORGIA HIGH-WAY 2; THENCE RUNNING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 150.00 FEET TO AN IRON PIN THE SAME BEING THE TRUE POINT OF DECOMPANY OF CONTINUE OF THE IRON PIN THE SAME BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE N 31 40 44 W 184.52 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING N 52 32 06 E 222.56 FEET TO AN IRON PIN; THENCE S 251 E 178.96 FEET TO AN IRON PIN; THENCE S 51 15 15 W 262.26 FEET TO THE TRUE POINT OF BEGINNING OF BEGINNING

AS: TRACT 21 HWY 76 E. HIAWASSEE, TOWNS COUNTY, GEORGIA.

The debt secured by the Security Deed is evidenced by a renewal Promissory Note from Kerry L. Wilson (the "Borrower") to Citizens South Bank, dated June 26, 2012, in the origi-nal principal amount of \$162,643.05 (as same may have been further modified, renewed or ownended the "Mote") July interset from date amended, 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 Se curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

ing to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Kerry L. Wilson, 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 Secu-tiv Dead Libe activity he avtice to the fol rity Deed. The sale shall be subject to the fol-lowing: all outstanding ad valorem taxes and/ or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all other prior assessments, easements, restrictions or matters of record.

restructions or matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Kerry L. Wilson. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Kerry L. Wilson, and tenants hold-ing under him.

ing under him. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Kerry L. Wilson. M. Todd Westfall, Esquire

M. Todu Westali, Esquire Howick, Westali, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Jan7,14,21,28)B

## **NOTICE OF SALE UNDER POWER** IN SECURITY DEED STATE OF GEORGIA **COUNTY OF TOWNS** COUNTY OF TOWNS Under and by virtue of the Power of Sale con-tained in the Real Estate Deed to Secure Debt from Kerry L. Wilson to Bank of Hiawassee dated November 10, 2004, as recorded in Deed Book 320, Page 20, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification

2014, said property was seized by the under-signed agency in Towns County, Georgia. Property Seized: PROPERTY ONE: 1999 GMC Yukon vehicle, VIN

PRÓPERTY ONE: 1999 GMC Yukon vehicle, VIN 16KEC13R2XJ751560, GA tag. PTK2769 Conduct giving rise to said seizure: Said PROP-ERTY ONE was found in the possession of Juan Yovani Aguirre-Nambo on October 30,2014, in close proximity to a quantity of COCAINE. Said property was intended to facilitate the use, possession, possession with intent to distrib-ute, and distribution of OCCAINE, in violation of the Georgia Controlled Substances Act, or was the proceeds of said illegal activities. Further, the said vehicle was being operated by Juan the said vehicle was being operated by Juan yovani Aguirre-Nambo in Towns County, Geor-gia, at the time of his arrest for violations of the Georgia Controlled Substances Act. The owner(s) of said property is purported to

be: Monica Nambo & Juan Aquirre-Nambo

4470 Berkshire Road Forest Park, Georgia 30297 Any party claiming an interest in said prop-erty is hereby further notified that you must file any claim in accordance with 0.C.G.A. §16-13-49(n)(4) within 30 days of the second withicstice of this interest for the second publication of this Notice of Seizure in the Towns County Herald by serving said claim to the undersigned seizing agency and the Dis-trict Attorney by certified mail, return receipt

requested. This 22nd day of December, 2014 District Attorney Enotah Judicial Circuit SEIZING AGENCY: Tracy James Hiawassee Police Department P.O. Box 549 Hiawassee, Georgia 30546 (706) 896-2203 (706) 896-2203 By: Cathy A. Cox-Brakefield Chief Assistant District Attorney 65 Courthouse Street, Box 6 Bi licerith Occord Blairsville, Georgia 30512 (706) 439-6027 T(Dec31,Jan7,14)

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 Dec larati of Covenants and Restrictions easements for Plantation Villas of Hiawassee as recorded in Deed Book 301, Page 681-719, as amended in Deed Book 301, Pages 744-782 and final declaration of Covenants and by-laws as recorded in Deed Book 422, Pages 223-257,

as recorded in Deed Book 422, Pages 223-257, 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 to pay the independences as and when due and in the manner provided in the Note and Secu-rity 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 attornev's fees (notice of intent to collect attornev's

hey's tees (notice of intent to contect attorney's fees having been given). Your mortgage servicer can be contacted at (800)827-3722 - Loss Mitigation Dept, or by writing to 301 College Street, Greenville, South Carolina 29601, to discuss possible alterna-tives to excited ferendences tives to avoid foreclosure.

These to avoid foreclosure. Said property will be sold subject to any out-standing 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 prop-erty, any assessments, liens, encumbrances, coning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the under-

signed, the party in possession of the prop-erty is Estate of Betty J. Anderson and Estate

erby is Estate of Betty J. Anderson and Estate of Robert H. Anderson or tenant(s); and said property is more commonly known as 424 Long View Circle, Hiawassee, GA 30546. The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code (2) final confirma-tion and audit of the status of the loan with the holder of the security deed and (3) any right of redemption or other lien not extinguished by forcelosure

foreclosure. Branch Banking and Trust Company as Attor-ney in Fact for Robert H. Anderson and Betty I Anderson Brock & Scott, PLLC 4360 Chamblee Dunwoody Road Suite 310 Atlanta, GA 30341

404-789-2661 B&S file no.: 14-26319

(Jan7,14,21,28)

INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE LEGAL DESCRIPTION. THIS PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON EXCLUSIVE, PER-PETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, 50 FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, TOWNS COUNTY, GEORGIA RECORDS.

PROPERTY BEING MORE COMMONLY KNOWN AS: 2111 BRASSTOWN LANE, YOUNG HARRIS, GEORGIA 30582-1658. The debt secured by the Security Deed is evi-

the dent secured by the security been is evi-denced by a Renewal Note, dated March 19, 2010, from Angela Michelle Rogers to Bank of Hiawassee in the original principal amount of \$57,420.22, as assigned to Citizens South Bank (as same may have been further modified, re-newed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable accord ing to its terms.

ing to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Michelle Cain, aka Angela Michelle Rogers, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all one provided in the Neth and Sewith Deed as provided in the Novie and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assess-ments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or mat-terna of record. ters of record.

To the best of the undersigned's knowledge To the best of the undersigned's knowledge and belief, the real property is presently owned by Michelle Cain, aka Angela Michelle Rogers. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Michelle Cain, aka Angela Michelle Rogers, and tenants holding under her. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Michelle Cain, aka Angela Michelle Rogers. M. Todd Westfall. Esourie M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 501-7951

T(Jan7.14.21.28)B

and belief, the party in possession of the real property is Kerry L. Wilson, and tenants hold-ing under him r him

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Kerry L. Wilson.

Kerry L. Wilson. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 T(Jan7,14,21,28)B

Allo, rage 790, altoresal records (as same inlay have been further modified from time to time, collectively the "Security Deed"); the under-signed 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 Echanom. 2015 the following docenting the February, 2015, the following described real to wit-

of the Superior court of Towns County, Georgia, as last modified by that certain Modification of Security Deed dated August 9, 2010 and re-corded in Deed Book 479, Page 658, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment dated as of March 19, 2010 and recorded in Deed Book 496, Decr 700 of percent excerts (a certain certain the second s

486, Page 790, aforesaid records (as same may

property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 79, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BEING TRACT 3, CONTAINING 0.117 ACRE, AS SHOWN ON A PLAT OF SURVEY PREPARED BY TAMROK ON A PLAT OF SURVEY PREPARED BY TAMIKUK ASSOCIATES, INC., JON G. STUBBLEFIELD, G.R.L.S. NO. 2599, DATED MARCH 6, 1995, AND RECORDED IN PLAT BOOK 20, PAGE 190, TOWNS COUNTY RECORDS, WHICH DESCRIP-TION ON SAID PLAT IS INCORPORATED HEREIN VALUET AND MARCH DESCRIP-

TIUN ON SAID PLAT IS INCOMPORATED REHEIN BY REFERENCE AND MADE A PART HEREOF. ALSO CONVEYED HEREIN ARE ALL IMPROVE-MENTS ON THIS PROPERTY. ALSO CONVEYED HEREIN ARE ALL OF GRANT-OR'S RIGHTS, TITLE AND INTEREST IN AND TO THE REAL PROPERTY LOCATED BETWEEN AND DI NOCIME TO THE THE OPPONENTY LUNC OF THE REAL PROPERTY LOCATED BETWEEN AND ADJACENT TO THE EAST PROPERTY LINE OF THE SUBJECT PROPERTY AS IT EXTENDS EAST-ERLY TO THE CENTERLINE OF U.S. HIGHWAY #76 AND STATE ROUTE #2, AS SHOWN ON SAID PLAT OF SURVEY. SUBJECT TO ALL EASEMENTS, RESTRICTIONS

AND RIGHTS-OF-WAY AS SHOWN ON SAID PL AT

AND INDITIONATION AND A COMMONLY KNOWN PROPERTY BEING MORE COMMONLY KNOWN AS: 579 NORTH MAIN STREET, HIAWASSEE, TOWNS COUNTY, GEORGIA. The debt secured by the Security Deed is evidenced by a renewal Promissory Note from Kerry L. Wilson (the "Borrower") to Citizens South Bank, dated August 9, 2010, in the origi-nal principal amount of \$85,783.63 (as same may have been further modified, renewed or amended, the "Note"), plus interest from date on the unpaid balance until paid, and other indebtedness. 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 Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable accord-

Deed nas been declared foreclosable accord-ing to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Kerry L. Wilson, 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 Secu-rity Deed The cale shall be exhiber to the folrity Deed. The sale shall be subject to the foi-lowing: all outstanding ad valorem taxes and/ or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all other 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 Kerry L. Wilson. To the best of the undersigned's knowledge

and belief, the party in possession of the real property is Kerry L. Wilson, and tenants holding under him.

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Kerry L. Wilson. M. Todd Westfall, Esquire

Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlantic Coornia 2020 Atlanta, Georgia 30339 (678) 384-7005

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