# **Towns County Herald**

# Legal Notices for January 9, 2012

# NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF Harry Donald Wood

All creditors of the estate of Harry Donald Wood, 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 October 2012 Randy James Wood, Personal Representative 460 Shake Rag Road Hiawassee, GA 30546 706-994-3542 T(Dec19,26,Jan2,9)F

## NOTICE OF SALE UNDER POWER

**GEORGIA, TOWNS COUNTY** Because of default in the payment of the indebtedness, secured by a Security Deed executed by Derek D Taylor and Mary Ann W Taylor to National City Mortgage Co. dated Nay 12, 2003 in the amount of \$121,800.00, and recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred to PNC Bank, National Asso-ciation by assignment; the undersigned, PNC Bank, National Association pursuant to said deed and the note thereby secured to said deed and the note thereby secured, has declared the entire amount of said in-debtedness due and payable and pursuant to the power of sale contained in said deed. will on the first Tuesday in February, 2013 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 Lot 125, 17th District, 1st Section, Towns County Georgia, containing 2.413 acres as shown on a plat of survey by Tamrok Associates, Inc., dated 9/24/99, recorded in Plat Book 24, page 164, Towns County Records which description on said plat is incorporated herein by reference. The property is subject to the overhead power lines and power pole as shown on said plat. which has the property address of 1988

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, 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

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the 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 Derek D Taylor and Mary Ann W Taylor 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.

Autorementioned Security Deed. PNC Bank, National Association Attorney in Fact for Derek D Taylor and Mary Ann W Taylor McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com Towns County Herald Publication Dates: 12-12-2012, 12-19-2012,

T(Dec12,19,26,Jan2,9,16,23,30)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA

#### **COUNTY OF TOWNS** RE: Estate of Cicero L. Sutton

All creditors of the estate of Cicero L. Sutton, 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 20th day of December, 2012 Bon J. Sutton, Personal Representative 881 Sunnyside Road, Hiawassee, GA 30546

### NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY Because of default in the payment of the

indebtedness, secured by a Security Deed executed by Terry Lawson Eller Jr and Kristie M Eller to Mortgage Electronic Registr tion Systems, Inc., as nominee for GMAC Mortgage, LLC dba ditech.com, its successors and assigns dated May 19, 2007 in the amount of \$93,800.00, and recorded in Deed Rock 407 Page 914 Course Council Operation Book 407, Page 814, Towns County, Georgia Records; as last transferred to GMAC Mort-Records; as last transferred to GMAC Mor-gage, LLC by assignment; the undersigned, GMAC Mortgage, LLC 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 February, 2013 , 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 in Towns County, State of Georgia, as more fully de-scribed in Deed Book 291, Page 121, ID# 00840-052-000, being known and desig-nated as Land Lot 136, 18th District, 1st Section, Towns County, Georgia, containing 0.545 acres, more or less, as shown on plat dated 7/18/1998, recorded in Plat Book 22, Page 192. Subject to a perpetual easement; said easement lies on the South tip of prop-erty and serves the Old Hicks Place. Also subject to an easement for power trans-mission lines. By Fee Simple Deed for Terry Lawson Eller, Jr. as set forth in Deed Book 291, Page 121 dated 11/25/2003 and re-corded 12/01/2003, Towns County Records, State of Georgia.

which has the property address of 1189 Barefoot Rd, Hiawassee, Georgia., together with all fixtures and other personal prop-

erty 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. 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 0.C.G.A. Section 44-14-162.2(a).

Said property will be sold as the property of Terry Lawson Eller Jr and Kristie M Eller 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. GMAC Mortgage, LLC

Attorney in Fact for Terry Lawson Eller Jr and Kristie M Eller McCurdy & Candler, L.L.C.

(404) 373-1612 ww.mccurdycandler.com

Towns County Herald

Publication Dates: 01-10-2013, 01-17-2013, 01-24-2013, 01-31-2013 File No. 09-28450 /FNMA/awilby THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL **BE USED FOR THAT PURPOSE.** 

# STATE OF GEORGIA

# COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Arvind Raina and Maninder Kaur to Mortgage Electronic Registration Systems, Inc. as nominee for Provident Funding Associates, L.P. dated August 6, 2009, and recorded in Deed Book 460, Page 636, Towns County Records, said Security Deed having been last sold, as-signed transferred and convewed to Wells signed, transferred and conveyed to Wells Fargo Bank, N.A. by Assignment, securing a Note in the original principal amount of \$312,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, February 5, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at pub-lic outcry to the highest bidder for cash, the

property described in said Deed, to-wit: All that tract or parcel of Land Ly-ING and Being in Land Lot 159, 18th

# STATE OF GEORGIA

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Because of a default in the payment of the indebtedness secured by a Security Deed executed by Donald G. Stepanek and Kathleen M. Estapa and Glenda J. Henry to Mortgage Electronic Registration Systems, Inc., as nominee for Hometown Mortgage, Inc., and its successors and assigns dated March 5, 2007, and recorded in Deed Book 398, Page 808, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to JPMorgan Chase Bank, National Association by Assignment, securing a Note in the original principal amount of \$164,000.00, the holder thereof nursuant to said Deed the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, February 5, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the

highest bidder for cash, the property de-scribed in said Deed, to-wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 19th DISTRICT, 1ST SECTION, LAND LOT 63, TOWNS COUNTY, GEORGIA, CONTAINING 0.80 ACRES, MORE OR LESS. AS SHOWN ON A PLAT OF SUR-VEY PREPARED BY B. GREGORY, COUNTY VEY PREPARED BY B. GREGORY, COUNTY SURVEYOR, DATED AUGUST 9, 1979, AND RECORDED IN PLAT BOOK 7, PAGE 16 OF THE TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN W. DEFENDED AND DEFINE MOOF DATE BY REFERENCE, AND BEING MORE PAR-TICULARLY DESCRIBED AS FOLLOWS: BE-GINNING AT THE JUNCTION OF GEORGIA HIGHWAY #17-75 AND HIGHSHOALS ROAD, A/K/A MOODY HOLLOW ROAD (COUNTY ROAD #82); RUNNING THENCE W 2376 FEET TO THE CENTERLINE OF HIGHSHOALS ROAD AT A DIRT ROAD; THENCE S 18 W 147 FEET TO AN IRON PIN AT A MAPLE STUMP, THE SAME BEING THE TRUE POINT OF BEGIN-NING; THENCE S 77 E 171 FEET TO A BIRCH TREE; THENCE S 7 W 202 FEET TO A ROCK CORNER; THENCE N 75 30 W 165 FEET TO AN IRON PIN AT A BEECH TREE; THENCE N 3 15 E 202 FEET TO THE TRUE POINT OF BE-GINNING.

Said property is known as 1884 Moody Hol-low Drive, Hiawassee, GA 30546, together with all fixtures and personal property at-tached to and constituting a part of said property, if any.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to

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

tributed as provided by law. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor. T(Jan9,16,23,30)B

#### **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA

COUNTY OF TOWNS By virtue of a Power of Sale contained in that certain Security Deed from William S. Mulkey and Heather R. Astin to GreenPoint Credit, LLC, dated July 18, 2001 and recorded in Deed Book 223, Page 183, in the Of-fice of the Clerk of Superior Court of Towns County, Georgia, said Security Deed having been given to secure a Note dated, July 18, 2001, in the original principal amount of Seventy Six Thousand Four Hundred Sixty Two and 71/100 Dollars (\$75,462.71) with interest thereon as provided therein, having been last sold, assigned and transferred to Wells Fargo Bank N.A., as Trustee on behalf of Madison Avenue Manufactured Housing Contract Trust 2002-A, Manufactured Housing Contract Asset Asacka Cartificates Sa ing Contract Asset-Backed Certificates, Series 2002-A, 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 of February 2013, regarding the

All that tract or parcel of land lying and be-ing in the 18th District, 1st Section, Land Lot 4, Towns County, Georgia, containing 0.50 acres, more or less, and being Lot 6 on a Plat of Survey by B. Gregory, County Surveyor, dated October 23, 1987, recorded in Plat Book 11, Page 251, 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 30 foot road easement as shown on said plat. The property is conveyed subject to NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from RITA PAT-RICK AND LESTER PATRICK to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST OHIO BANC & LENDING, INC, A OHIO CORPORATION, dated February 13, 2010, recorded March 8, 2010, in Deed Book 470, Page 755-763, Towns County, Georgia Records, said Se-curity Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Sixty-Three Thou-sand One Hundred Twenty-Five and 00/100 dollars (\$263,125.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and trans-ferred to BANK OF AMERICA, N.A., 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 February, 2013, all property described in said Security Deed including but not limited to the following described

IS SITUATE IN THE COUNTY OF TOWNS STATE OF GEORGIA AND IS DESCRIBED AS FOLLOWS: ALL THAT TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 1, DISTRICT 18, LAND LOT S 297 AND 310, TOWNS COUNTY, GEORGIA, AND BEING LOT TWELVE (12), CONSISTING OF 1.015 ACRES, MORE OR LESS, OF VALLEY VIEW ESTATES AS MORE FULLY SHOWN ON SUBJECT OR VALLEY VIEW ESTATES DEC SURVEY FOR VALLEY VIEW ESTATES, PRE-PARED BY NORTHSTAR LAND SURVEYING, INC., REGISTERED SURVEY, DATED JULY 1, 2002, REVISED SEPTEMBER 26, 2002 AND RECORDED IN PLAT BOOK 30 PAGE 70 OF THE COMPLETED DESCRIPTION OF SAID PRODEFRY THE PROPERTY IS CON-SAID PROPERTY. THE PROPERTY IS CON-VEYED TOGETHER WITH AND SUBJECT TO THE DRIVEWAY EASEMENT AND RIGHT OF WAY OF MAULDIN CIRCLE AS MORE FULLY SHOWN ON SAID REFERENCED SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS FOR VALLEY VIEW ESTATES AS RECORDED IN DEED BOOK 279 PAGES 178-177 OF TOWNS COUNTY RECORDS AND SUBJECT TO PROVISIONS AS SHOWN ON SAID REFERENCED SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO THE BLUE RIDGE MOUNTAIN EMC AS RE-CORDED IN DEED BOOK 252, PAGE 219 AND DEED BOOK 252, PAGE 217 OF THE TOWNS COUNTY RECORDS. COMMONLY KNOWN AS 5794 MAULDIN CIRCLE, HIAWASSEE, GEORGIA 30546. HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED. BEING KNOWN AS PARCEL NUMBER 62112.

however the property is more commonly known as 5794 MAULDIN CIRCLE, HIAWAS-SEE. GA 30546.

limited to the nonpayment of the indebted-ness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses 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" ba-sis without any representation, warranty or

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

The entity having full authority to negoti-The entity having full authority to negoti-ate, 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, PTX-A-274, Plano, TX 75024, Tele-phone Number: 800-720-3758 for and on behalf of the secured creditor. BANK OF AMERICA. N.A.

#### **NOTICE OF SALE UNDER POWER**

NUTICE OF SALE UNDER POWER STATE OF GEORGIA, COUNTY OF TOWNS Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by STEVEN D AUTRY to WELLS FARGO BANK, N.A. , dated 07/30/2002, and Recorded on 08/07/2002 as Book No. 248 and Page No. 610, TOWNS County, Georgia records, as last assigned to WELLS FARGO BANK, N.A. (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$56,700.00, with interest at the rate specified therein, there will be sold by the undersigned at public outery to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in Febru-ary, 2013, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 140 AND 141 OF THE 18 LAND DISTRICT, AND 1ST SECTION OF TOWNS COUNTY, GEORGIA, AS SHOWN ON A PLAT OF SURVEY BY GEORGE TREN-HOLM BAKER, GEORGIA PROFESSIONAL LAND SURVEYOR NO. 1238, AND RECORDED IN PLAT BOOK 9, PAGE 284, TOWNS COUNTY, RECORDS, AND BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS: TO FIND THE TRUE POINT OF BEGINNING, START AT THE INTERSECTION OF THE EAST-ERLY SIDE OF SCATAWAY ROAD WITH THE CENTERLINE OF A BRANCH RUNNING UNDER SAID ROAD; THENCE NORTH 30 DEGREES 39 MINUTES EAST A DISTANCE OF 89.49 FEET; THENCE NORTH 59 DEGREES 21 MINUTES WEST A DISTANCE OF 14.75 FEET; THENCE NORTH 30 DEGREES 39 MINUTES EAST A DISTANCE OF 49.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 30 DEGREES 39 MINUTES EAST ALONG THE EASTERLY SIDE OF SCATAWAY ROAD, A DISTANCE OF 161.53 FEET; THENCE SOUTH 73 DEGREES 22 MIN-UTES 44 SECONDS EAST, A DISTANCE OF 43.82 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 47 SECONDS WEST, A DIS-TANCE OF 118.99 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 32 SECONDS EAST, A DISTANCE OF 51.48 FEET; THENCE SOUTH 19 DEGREES 46 MINUTES 25 SECONDS WEST DEGREES 45 MINUTES 25 SECONDS WEST, A DISTANCE OF 6.91 FEET TO THE NORTH-ERLY SIDE OF A DIRT ROAD; THENCE FOL-LOWING THE NORTHERLY SIDE OF SAID DIRT ROAD A DISTANCE OF 237.11 FEET TO THE SAID TRUE POINT OF BEGINNING. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). WELLS FARGO BANK, N.A. holds the duly endorsed Note and is the current assignee of the Se-curity Deed to the property. WELLS FARGO HOME MORTGAGE, A DIVISION OF WELLS FARGO BANK, N.A., acting on behalf of and, as necessary, in consultation with WELLS FARGO BANK, N.A. (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14 162.2, WELLS FARGO HOME MORTGAGE A DIVISION OF WELLS FARGO BANK, N.A may be contacted at: WELLS FARGO HOME MORTGAGE, A DIVISION OF WELLS FARGO BANK, N.A., 3476 STATEVIEW BLVD, FORT MILL, SC 29715, 866-259-7728. Please note that, pursuant to 0.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the farms of the lease to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 398 SCATAWAY ROAD, HIAWASSEE, GEORGIA 30546 is/are: STEVEN D AUTRY or tenant/ tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1)

confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. WELLS FARGO BANK, N.A. as Attorney in Fact for STEVEN D AUTORY THE Attorney in Fact for STEVEN D AUTRY. THIS LAW FIRM IS ACTING AS A DEBT COLLEC-

## **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 CHATUGE PROPERTIES, LLC to UNITED COMMUNITY BANK, dated January 4, 2010, recorded January 11, 2010, in Deed Book 468, Page 262, Towns County, Georgia records, as last modified by Modification of Security Deed dated January 7, 2011, recorded in Deed Book 490, Page 276, Town County, Georgia records, said Security Deed being given to secure a Note from NORTHLAND TITLE PAWN, LLC, 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 high-est bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following described

property: All that tract or parcel of land lying an being in Land Lot 150, 17th District, 1st being in Land Lot 150, 17th District, 1st Section, Towns County, Georgia Lot 11, containing 1.054 acres, more or less, Lot 12, containing 1.166 acres, more or less, Lot 13, containing 1.246 acres, more or less, Lot 14, containing 2.271 acres, more or less, Lot 15, containing 1.622 acres, more or less, Lot 16, containing 1.557 acres, more or less, and Lot 17, containing 1.901 acres, more or less, of Emerald Creek Subdivision. Phase I as shown on a plat of Subdivision, Phase I as shown on a plat of survey by Northstar Land Surveying Inc., W. Gary Kendall, RLS #2788, dated March 31, 2003, revised March 30, 2004 and filed and recorded at Plat Book 34, Page 160, Towns County, Georgia records which description on said plat is incorporated herein by ref-

Subject to all matters and conditions as shown on the above referenced plat of

Subject to the Deed of Easement as filed and recorded in Deed Book 377, Page 475 and in Deed Book 302, Page 479, Towns County, Georgia records.

Subject to the Easement to Blue Ridge Mountain EMC as filed and recorded in Deed Book 293, Page 528-529, Towns County, Georgia records. Subject to the Declaration of Protective Covenants, Conditions & Restrictions and

Reservation of Easements for Emerald Creek Subdivision. The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any

outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property is CHATUGE PROPERTIES, LLC or a

UNITED COMMUNITY BANK, as attorney in Fact for CHATUGE PROPER-TIES. LLC

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03428

## **STATE OF GEORGIA**

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in that Deed to Secure Debt, given by Maggie Sue A. Fowls, unto Eleanor E. Krol, September 10. 2009 of record in the E. Krol, September 10, 2009, of record in the Office of the Clerk, Superior Court, Towns County, Georgia, in Deed Book 462, Page 370, conveying the hereinafter described property to secure a note in the principal amount of \$35,684.27, with interest thereon, as set forth therein, there will be sold at public outcry to the highest bidder for cash before the Courthouse door in Towns County, Georgia, within the legal hours of sale on the first Tuesday in March, to-wit: March 4 2013, the following described property, to-wit:

All that tract or parcel of land lying and be-ing in Land Lot 60, 17th District, 1st Section, Towns County, Georgia, being lot Four (4) and Lot Six (6), containing 0.745 acres, more or less, as shown on a plat of survev

BANK OF AMERICA, N.A.

property: THE LAND REFERRED TO HEREIN BELOW

Said legal description being controlling

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 indebted-

sis 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; assess-ments; liens; encumbrances; restrictions; covenants, and any other matters of record

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is RITA PATRICK AND LESTER PATRICK, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not probibited

AS Attorney in Fact for RITA PATRICK AND LESTER PATRICK THE BELOW LAW FIRM MAY BE HELD TO

706-896-1505 T(Dec26,Jan2,9,16)E

#### PETITION FOR LETTERS

**OF ADMINISTRATION** In Re: Estate of Carolyn Joyce Tyson, Deceased Estate No: 2012-76

TO: Any heir whose current address is unknown, Joseph Tyson and any known and unknown interested parties and anyone else.

Orlando Tyson has petition to be appointed Administrator(s) of the estate of Carolyn Joyce Tyson, deceased, of said County. The petition has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before January 29, 2013. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contract 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 Clerk / Deputy Clerk 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 T(Dec26, Jan2, 9, 16)B

#### NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT

In Re: Estate of Harlan W. Underwood, De-

Estate No. 2012-77

The petition of Roberta Underwood, for a year's support from the estate of Harlan W. Underwood, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before January 30, 2013, why said petition should not be granted. All objections to the petition must be in

writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted with-

out a hearing. David Rogers Probate Judge By: Bonnie Sue Dixon Clerk of the Probate Court 48 River Street, Suite C Hiawassee, GA 30546 706-896-3467 ec26, Jan2, 9, 16) B

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

**COUNTY OF TOWNS** RE: Estate of Betty J. Anderson

All debtors and creditors of the estate of Betty J. Anderson, 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 per-sons indebted to said estate are required to make immediate payment to the Executor. This 27th day of December, 2012. Kenneth Birchfield,

Executor 424 Long View Circle Hiawassee, GA 30546 T(Jan2,9,16,23)B

#### NOTICE OF ARTICLES OF INCORPORATION

Notice is given that Articles of Incorpora-tion that will incorporate Southeast Spray Foam, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Corporation Code. The ini-tial registered office of the corporation is located at 231 Chatuge Way, PO Box 367, Hiawassee, GA 30546 and its initial regis-tered agent at such address is Stephanie W. McConnell.

#### **REQUEST FOR BIDS**

Request for Bid (RFB) - General Contractor Services for the Addition and Renovation of the existing City Hall in the City of Young Harris, Georgia Bid Synopsis

The City of Young Harris is soliciting com-petitive sealed proposals from qualified General Contractors for the Addition and Renovation of the existing City Hall in Young Harris, Georgia. The Project has an anticipated cost range of between \$25,000 and \$50,000. The City of Young Harris in ac-cordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49. Code of Federal Regulations. Subtitle A, Office of the Secretary, part 21,

ING AND BEING IN LAND LOT 159, 181H DISTRICT, IST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 3.407 ACRES, AND BEING AS TRACT ONE (1) ON A PLAT OF SURVEY BY T. KIRBY AND ASSOCIATES, INC. DATED 02/22/2008, RECORDED IN PLAT BOOK 38, PAGE 118, TOWNS COUNTY RE-CORDS WINGEN DESCRIPTION ON SAID PLAT CORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

THE GRANTOR GRANTS TO GRANTEE A PER-PETUAL NONEXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND THE RIGHT TO RUN WATER AND UTILITIES TO THE ABOVE DE-SCRIBED PROPERTY ALONG THE EASEMENT AS SHOWN ON SAID PLAT, RUNNING FROM

THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 216. PAGE 602, TOWNS COUNTY GEORGIA RE-CORDS.

THE PROPERTY IS ALSO CONVEYED SUB-JECT TO THE RESTRICTIONS OF RECORD AS PERTAINS TO VICTORIA WOODS SUBDIVI-SION RECORDED IN DEED BOOK 94, PAGES 130-133 AND DEED BOOK 94, PAGES 207-209, TOWNS COUNTY GEORGIA RECORDS.

PROPERTY IS CONVEYED SUBJECT TO THAT PERPETUAL WATER RIGHT TO THE SPRING LOCATED ON THE ABOVE DESCRIBED PROP-ERTY AND THE RIGHT TO RUN THE NECES-SARY WATER LINE TO MAINTAIN SAME ALONG WITH OTHER CONDITIONS AND LIMI-TATIONS AS RESERVED BY JERRY SANDERS IN DEED BOOK 199, PAGES 505-506, TOWNS COUNTY CLERKS OFFICE.

Said property is known as 1490 Ada Lane, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if

any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

Deed first set out above. The proceeds of said sale will be applied to the payment of said indebtedness and all

the payment or said indeptedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be dis-tributed as provided by law. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and sudit of the status of

final confirmation and audit of the status of the loan with the secured creditor. The property is or may be in the possession

of Arvind Raina and Maninder Kaur, successor in interest or tenant(s). Wells Fargo Bank, N.A. as Attorney-in-Fact

for Arvind Raina and Maninder Kaur

File no. 12-037205 SHAPIRO & SWERTFEGER, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941

(770) 220-2535/KB

www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Jan9.16.23.30)B

# NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR 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 Norman W Ihnken to Mortgage Electronic Reg-istration Systems, Inc., dated September 28, 2007, recorded in Deed Book 417, Page 722, Towns County, Georgia Records, as last transferred to M&T Bank by assignment re-corded in Deed Book 525, Page 828, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUN-DRED FORTY THOUSAND AND 0/100 DOL-LARS (\$240,000.00), 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 Coun-ty, Georgia within the legal hours of sale on the first Tuesday in February, 2013, 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 valor-em 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. M&T Bank is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: M&T Bank, P.O. Box 1288, Buffalo, NY 14240, 800-724-1633. To the best knowledge and belief of the undersigned, the party in possession of the property is Norman W Ihnken or a tenant or tenants and said property is more commonly known as 2389 The Ridges, 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. M&T Bank as Attorney in Fact for Norman W Ihnken McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/mtj 2/5/13 Our file no. 51142812-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 253, 18th District, 1st Section, Towns County, Georgia and being Lot 31A of The Ridges, containing 1.411 acres, more or less, as shown on a plat of survey by LandTech Services, Inc., Registered Surveyor, dated March 19, 2004, revised September 9, 2004 and recorded in Plat Book 34, Page 108, Towns County records, which description on said plat is incorporated herein by reference. Said property is a portion of the same property conveyed by Warranty Deed dated August 16, 2004 to Woodward Academy, Inc., as recorded in Deed Book 312, Pages 525-527, Towns County, Georgia records. The property is conveyed subject to all matters as shown on the above referenced survey. Subject to all matters and conditions as shown on a plat of survey done by LandTechs Services, Inc., Registered Surveyor, dated March 19, 2004, revised September 9, 2004 and recorded in Plat Book 34, Page 108, Towns County records. Subject to any valid Restrictions of record. Subject to the road right of way as shown on said referenced survey and right of way deeds as recorded in Deed Book 90, Page 517 and Deed Book 77, Page 231, Towns County, Georgia records. MR/mtj 2/5/13 Our file no. 51142812 - FT15 F(Jan9,16,23,30)E

the easement to Blue Ridge Mountain Elec-tric Membership Corporation. Said property is commonly known as 2558 Ruby Rd., Hiawassee, GA 30546. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtednumber to the nonpayment of the indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorney's fees and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to the fol-lowing items which may affect the title of said property; 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 constithe lies upon said property; special as-sessments; all outstanding bills for public utilities which constitute liens upon said property; all restrictive covenants, ease-ments, 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 William S. Mulkey and Heather R. Astin or tenant(s). Wells Fargo Bank N.A., as Trustee on behalf of Madieon Avenue Manufactured Housing

of Madison Avenue Manufactured Housing Contract Trust 2002-A, Manufactured Hous-ing Contract Asset-Backed Certificates, Se-

ries 2002-A as Attorney-in-Fact for William S. Mulkey and Heather R. Astin Contact: Topping & Associates, LLC 1930 N. Druid Hills Rd., Suite B

Atlanta, Georgia 30319 (404) 728-0220 Ad Run Dates: 1/9/13; 1/16/13; 1/23/13;

and 1/30/13

THIS LAW FIRM IS ACTING AS A DEBT COL-Lector Attempting to collect a debt. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Jan9,16,23,30)B

#### **NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY**

GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from JAMES A. WAGES SR. AND SANDRA FAY WAGES to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUN-TRYWIDE BANK, FSB, dated May 30, 2008, recorded lung 11, 2008, in Deed Book 435 recorded June 11, 2008, in Deed Book 435, Page 467-473, Towns County, Georgia Re-cords, 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 in-terest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERI-CA, N.A., 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 February, 2013,

all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND #15 IN THE 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA AND REIME KNOWN SLOT 17 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 AFINE 1970, SAID FLAT DEUROTICO NECOLUTTS OFFICE IN PLAT BOOK 5, PAGE 164, TOWNS COUNTY RECORDS, REFERENCE THERETO BEING HEREMADE FOR A FULL AND COMPLETE DESCRIPTION HEREIN. ADDRESS: 2499 LEI-SURE LANE; YOUNG HARRIS, GA 30582 TAX MAP OR PACEL ID NO: 00188-042 MAP OR PARCEL ID NO: 0018B-042

Said legal description being controlling, however the property is more commonly known as 2499 LEISURE LN, YOUNG HAR-

RIS, 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 indebted-ness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses 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" ba-

sis 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; assess-ments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-POSE.

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Cor-ners, GA 30092

Telephone Number: (877) 813-0992 Case

No. BAC-12-07486-0001 Ad Run Dates 01/09/2013, 01/16/2013, 01/23/2013, 01/30/2013

www.rubinlublin.com/property-listings.

T(Jan9 16 23 30)B

# NOTICE OF SALE UNDER POWER STATE OF GEORGIA, COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by TWYLA J GERMAIN to MORTGAGE ELEC-TRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR PHH MORT-GAGE CORPORATION D/B/A CENTURY 21 (R) MORTGAGE (SM), dated 08/25/2009, and Recorded on 08/26/2009 as Book No. 461 and Page No. 493, TOWNS County. Georgia records, as last assigned to PHH MORTGAGE CORPORATION (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$76,587,00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in February, 2013, the follow-ing described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 260, 18TH DISTRICT, 1ST SEC-TION OF TOWNS COUNTY, GEORGIA, BEING DOT 2 CONTAMING OF 287 ACPES MORE OR LOT 2, CONTAINING 0.787 ACRES, MORE OR Less, of turtle cove in bald mountain Park as shown on a plat of survey by Shreeve consulting services, georgia REGISTERED SURVEYOR NO. 2157, DATED JUNE 3, 1987 AND FILED AND RECORDED IN PLAT BOOK 11, PAGE 123, TOWNS COUNTY, GEORGIA RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY

REFERENCE AND MADE A PART HEREOF. SUBJECT TO ALL MATTERS AND CONDI-TIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.

SUBJECT TO THAT EASEMENTS TO BLUE RIDGE MOUNTAIN EMC AS FILED AND RE-CORDED IN DEED BOOK 94, PAGES 54-55, TOWNS COUNTY, GEORGIA RECORDS. SUBJECT TO EXISTING HIGHWAY AND UTIL-ITY RIGHTS OF WAY. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). PHH MORTGAGE CORPORATION holds the duly endorsed Note and is the current assignee of the Security Deed to the property. PHH MORTGAGE CORP. F/K/A CENDANT MORT-GAGE CORP, acting on behalf of and, as necessary, in consultation with PHH MORT-GAGE CORPORATION (the current inves-tor on the loan), is the entity with the full authority to penditate amond and modify authority to negotiate, amend, and modify all terms of the Ioan. Pursuant to O.C.G.A. § 44-14-162.2, PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. may be contacted at: PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. 2001 BISHOPS GATE RIVD MT LAUREL NI LOSSA 800-GATE BLVD., MT. LAUREL, NJ 08054, 800-750-2518. Please note that, pursuant to 0.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/ parties in possession of the subject prop-erty known as 4243 TURTLE COVE ROAD, HIAWASSEE, GEORGIA 30546 is/are: TWYLA I GERMAIN or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments lience anounteraces zonassessments, liens, encumbrances, zon-ing ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other forgelosure decuments may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. PHH MORT-GAGE CORPORATION as Attorney in Fact for TWYLA J GERMAIN. THIS LAW FIRM IS ACT-INC AS A DEET COLLECTOR ATTEMPTING TO ING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OB-TAINED WILL BE USED FOR THAT PURPOSE. 20120028701454 BARRETT DAFFIN FRAP-PIER LEVINE & BLOCK, LLP 15000 Surveyor

TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20120015004275 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. T(Jan9,16,23,30)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 Jean R Martin to Mortgage Electronic Registration Systems, Inc., as nominee for Ally Bank Corp. f/k/a GMAC Bank, its successors and assigns dated September 15, 2010 in the amount of \$253,878.00, and recorded in Deed Book 481, Page 796, Towns County, Georgia Re-cords; as last transferred to GMAC Mort-gage LLC by assignment; the undersigned, GMAC Mortgage LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and any biological divergent to the payor of and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in February, 2013, 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:

described in said deed to-wit: The land referred to in this policy is situ-ated in the State of Georgia, County of Towns, City of Hiawassee, and described as follows: All that tract or parcel of land ly-ing and being in Land Lot 234, 18th District, 1st Section, Towns County, Georgia being known as Building Number Five (5) and the property beneath the building footprint as shown on the plat of survey entitled Hia-wassee River Camp, prepared by LandTech Services, Inc., James L. Alexander, R.L.S. #2653, dated 02/24/06 and recorded in Plat Book 35, Page 269 Towns County Records which description on said plat is incorporated herein by reference and made a part

which has the property address of 3538 Riverfront Lane, Hiawassee, Georgia., to-gether 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, ease-ments, 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

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower of the name of the 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 Jean R Martin 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. GMAC Mortgage LLC Attorney in Fact for

Jean R Martin McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com Towns County Herald Publication Dates: 01-09-2013, 01-16-2013,

01-23-2013, 01-30-2013 File No. 12-02118 /FHLMC/kcarr THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Jan9.16.23.30)B

by T. Kirby & associates, Inc., RLS #2986, dated October 16, 2006 and filed and re-corded in Plat Book 37, Page 97, Towns County, Georgia records, said plat being incorporated herein by reference. Subject to restrictions of record as shown on plat filed and recorded in Plat Book 6, Page 67. filed and recorded in Plat Book 6, Page 67, Towns County, Georgia records. Subject to the 50' stream buffer as shown

on the above referenced plat or survey. Subject to all matters and conditions as shown on the above referenced plat of

survey. The debt secured by said security deed in-strument has been and is hereby declared due because, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-

vided in the note and security deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of said sale, as provided in the security deed and by law, including attorney's fees (notice of intent to collect

attorney's fees (notice or 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 a current and accurate survey and inspection of the property any survey and inspection of the property, any assessments, lien, encumbrances, zoning ordinances, restrictions, covenants, and any and all other matters of record supe-rior to the security deed first herein above

To the best knowledge and belief of the undersigned, the party in possession of the property is Maggie Sue A. Fowls.

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 loan with the holder of the security deed.

Wesley Williams & Associates, LLC Wesley Williams

As Attorney in Fact for Maggie Sue A. Fowls Law Offices of Wesley Williams & Associ-

ates, LLC P.O. Box 280 Blairsville, GA 30514 phone: (706) 745-5599 fax: (706) 745-4688 email: 1wwlaw@windstream.net T(Jan9.16.23.30)B

Nondiscrimination in State of Georgia programs issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into nursuant to this advertisement minority enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Sealed bids will be received at the City of Young Harris City Hall, located at 5187 Maple Street, Young Harris, Georgia 30582 (706-379-3171) by no later than 1:50 pm (EST) on February 15th, 2013. A complete bid package (one set of construction drawings and a CD of PDF files (drawings and specs) may be obtained (picked-up only) from the City Clerk at City Hall, Young Har-ris on or after January 10th, 2013. The cost of the bid documents (Drawings and Specifications) is \$50 and is non-refundable (payable to the City of Young Harris). All questions, clarifications and requests for shall be directed to Rick LaRosa, Principal, R Design Works, P.O. Box 441, Morganton, Georgia 30560 (Ph) 706-374-4304, email, rlarosa@rdesignworks.com in writing by 5 PM (EST) on February 25th, 2013. Bid Start Date: 01/10/2013 Bid End Date: 02/15/2013

r(Jan9,16,23,30,Feb6,13)E

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. AND SANDRA FAY WAGES, ES-TATE AND/OR HEIRS-AT-LAW OF JAMES A

WAGES, 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

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 f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Tele-phone Number: 800-720-3758 for and on babal of the cocurad creditor. behalf of the secured creditor.

BANK OF AMERICA, N.A.

as Attorney in Fact for JAMES A. WAGES SR. AND SANDRA FAY WAGES

THE BELOW LAW FIRM MAY RE HEID TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR POSE.

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Cor-ners, GA 30092

Telephone Number: (877) 813-0992 Case

No. BAC-12-05071-0006 Ad Run Dates 01/09/2013, 01/16/2013, 01/23/2013, 01/30/2013

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ddison. Texas 75001 Telep (972) 341-5398. T(Jan9,16,23,30)E