The Towns County Herald

Legal Notices for October 10, 2012

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Betty Ruth Cloer
All creditors of the Estate of Betty Ruth Cloer, deceased, late of Towns County, Georgia, are hereby notified to render to the 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 12th day of September, 2012.
Gerald Franklin, Executor
3635 W. Hwy. 76
Hiawassee, GA 30546
Telephone: 706-896-4349
TDHerald, Oct3,10,17,24,31

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Myrl K. Warren
All creditors of the Estate of Myrl K. Warren, deceased, late of Towns County, Georgia, are hereby notified to render to the demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.
This the 10th day of September, 2012.
James A. Warren
Rt. 1 Locust Road
Hiawassee, GA. 30546
706-896-5450
TDHerald, Oct3,10,17,24

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME
The undersigned hereby certify that Berry Wasson intends to business as Uniquely Blue Wasson in the City of Hiawassee, County of Towns, Georgia, and that the nature of such business is Jewelry
Uniquely Hiawassee and that the nature of the business is Crafts and that the names and addresses of the persons, firms or corporations owning and carrying on such trade or business are Berry Hill, 1701 Cliff Street, Hiawassee, GA 30546.
TDHerald,11/08

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Frances W. Cleveland
All creditors of the estate of Frances W. Cleveland, 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 6th day of September, 2012
William T. Cleveland,
Executor of the Estate
1363 Cedar View Drive
Hiawassee, GA 30546
706-896-0963
TDHerald,Oct3,10,17,24

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness and under the power of sale executed by Derek D Taylor and Mary Ann W Taylor to Mortgage Electronic Registration Systems, LLC, dated May 12, 2003 in the amount of $121,900.00, recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred by MORTGAGE ASSIGNMENT RECORDING assignment to the undersigned, PNC Bank National Association, the undersigned will sell at auction to the highest bidder for cash before 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 for Derek Taylor and Mary Ann Taylor, dated May 12, 2003 in the amount of $121,900.00, recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred by MORTGAGE ASSIGNMENT RECORDING assignment to the undersigned, PNC Bank National Association, the undersigned will sell at auction to the highest bidder for cash before the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to wit:
Being a 1.00 acre tract 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 for Derek Taylor and Mary Ann Taylor, dated May 12, 2003 in the amount of $121,900.00, recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred by MORTGAGE ASSIGNMENT RECORDING assignment to the undersigned, PNC Bank National Association
Derek D Taylor and Mary Ann W Taylor
Towns County, Georgia
(404) 373-1612
www.mortgageassignment.com
Towns County Herald
Publication Dates:09-27-2012, 10-04-2012, 10-11-2012, 10-18-2012, 10-25-2012, 11-1-2012, 11-8-2012, 11-15-2012, 11-22-2012, 11-29-2012
File No. 12-012490 (FRA/Ystemps)
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TDHerald,Oct3,10,17,24,31,Nov7,14,21,28

NOTICE OF INTENT TO VOLUNTARILY DISSOLVE A CORPORATION
Notice is given that a notice of intent to dissolve Young Harris, Georgia corporation with its registered office at 5128 Summerwood Lane, Young Harris, GA 30582 has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code, the Capital, Inc. requests that persons with claims against the corporation present the claim in writing to Capital, Inc., Attention: Steven A. Cenelli-Esq., 1 Ga. Center, Suite 600, Dunwoody, Georgia 30350, with a description of the particulars of the claim. Capital, Inc. will not pay any claim not presented to Capital, Inc. within two years after publication of this notice.
NDH,10,108

NOTICE FOR DISCHARGE
STATE OF GEORGIA, TOWNS COUNTY
Probate Court of Towns County
Notice for Letters of Dismissal for Discharge as Administrator of the Estate of G.C. Yates, Deceased
TO: All unknown interested parties and to whomsoever it may concern:
This is to notify you to file objection, if there is any, to the Letters of Dismissal filed in this Court on or before October 31, 2012 (30 days from the date of this notice) or the petition must be in writing, setting forth the grounds of any such objection. Affidavit(s)/objections must be signed before a Notary Public, before a probate court clerk, and filing fees must be tendered with such affidavit(s)/objections, unless you qualify to file as an indigent party. Contact the probate court clerk for the street address/telephone number for the required notarization of affidavit. If any objections are filed, a hearing will be scheduled at a later date and you will be notified of the petition may be granted without a hearing.
Judge Nancy Ellis Ledford
By: Bonnie Sue Dixon
Probate/Deputy Clerk
Probate Court of Towns
Hiawassee, GA 30546
706-896-4123
TDHerald-696

IN THE SUPERIOR COURT
TOWNS COUNTY
STATE OF GEORGIA
In the Matter of: Change of Name of Chantel Marie Jones
Civil Action File No.
Notice of Hearing on Change of Name
Petitioner's Name and any notice to all interested persons that on October 1, 2012, the Petitioner filed a Petition for Change of Name (the "Petition") in the Superior Court of Towns County, Georgia requesting the change of name of Chantel Marie Jones to Chantel Marie Lopez.
Any interested persons or affected parties may file an objection to the Petition or appear at the hearing on the Petition on the Petition date.
Chantel Marie Jones
1251 Chatuge Shores Drive
Hiawassee, GA 30546
TDHerald-696

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Hugh Charles Hoodenpyle
All creditors of the estate of Hugh Charles Hoodenpyle, 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 2nd day of October, 2012.
Hugh Hoodenpyle, Executor
Personal Representative
1353 Cedar View Crossing
Morganton, GA 30560
706-897-2525
TDHerald-696

NOTICE OF PETITION TO CHANGE NAME
STATE OF GEORGIA
COUNTY OF TOWNS
Notice is hereby given that Thomas Reed Bush Jr., the undersigned petitioner, has filed a petition to the Superior Court of Towns County, Georgia, on the 2nd day of September, 2012, praying for a change in the name of said petitioner from Thomas Reed Bush, Jr. to Thomas Bush. Notice is hereby given pursuant to law to any contestant to show party to appear in said Court and to file objections, if any, in accordance with the Georgia Business Corporation Code. The hearing on said petition for change of name will be located at 150 S. Main Street, Suite Hiawassee, Georgia 30546 at a time and registered agent at such address is Bruce Bush
TDHerald-696

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
Notice is given that all debts of Estate of Barbara Sellers Nichols
All creditors of the estate of Barbara Sellers Nichols, 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.
David Nichols, Personal Representative
3588 Highway 515
Clayton, GA 30525
706-896-4309
TDHerald,Oct3,10,17,24,31

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
By virtue of a Power of Sale contained in that certain Security Deed from ANTHONY MOON, M. CROWDER and GINNY T. CROWDER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. dated November 19, 2009, filed for record January 21, 2010, and recorded in Deed Book 468, Page 682, Towns County, Georgia Records, as last transferred by BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP by assignment recorded in Deed Book 468, Page 700, Towns County, Georgia Records, corrective assignment recorded in Deed Book 471, Page 604, Towns County, Georgia Records. Said Deed to Secure Debt having been given to secure a note dated November 19, 2009 in the original principal sum of TWO HUNDRED EIGHTY AND 00/100 DOLLARS ($285,280.00), with interest from date at the rate specified in the note on the unpaid balance until paid, there will be sale 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 November, 2012, the property described on Exhibit "A" attached hereto and incorporated herein by reference, to wit: All that tract or parcel of land lying and being in Land Lot 100, 17th District, 1st Section of Towns County, Georgia, containing 0.62 acres, more or less, of OLD BRASSTOWN LANE AND BRASSTOWN WALK, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, DATED JANUARY 13, 2005, AND RECORDED IN PLAT BOOK 28, PAGES 134, TOWNS COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN BY REFERENCE FOR ALL DESCRIPTION AND PURPOSES, SUBJECT TO ALL MATTERS AND CONDITIONS SHOWN ON SAID PLAT, BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF OLD BRASSTOWN LANE, TOWN COUNTY, GEORGIA, THE POINT THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS, THIRTY FEET (30) FEET IN WIDTH, ALONG BRASSTOWN LANE AND BRASSTOWN WALK LEADING TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO RESTRICTIONS, COVENANTS AND RESTRICTIONS PERTAINING TO THE DEVELOPMENT OF BRASSTOWN WALK IN DEED BOOK 243, PAGE 731, AS AMENDED IN DEED BOOK 244, PAGE 1, TOWNS COUNTY, GEORGIA RECORDS.
This sale is being made under the controlling instrument, however the property is more commonly known as 215 BRASSTOWN LANE, TOWN HARRIS, GA 30582.
Said property will be sold to satisfy the debt secured by the Security Deed and has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due, and the indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees and all other payments provided for under the Security Deed and Note. Said property will be sold on an "as-is" basis, without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect 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; other matters which might be disclosed by an accurate survey or by an inspection of the property; and Georgia mechanics' and materialmen's liens; encumbrances, restrictions, covenants, and matters of record superior to said Security Deed.
The sale will be held subject to the rights of the undersigned, the owner and party in possession of the property, MARGARET I. SILVERS AND STEPHANIE SILVERS, AN-THONY J. SILVERS AND STEPHANIE SILVERS, tenant(s).
This sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.
The entity having full authority to negotiate, amend or modify all terms of the loan is Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP. Bank of America, N.A. is the attorney in fact for the owner of the loan. Bank of America, N.A. and/or its successor in interest or assignee, will be the holder of the note secured by said Security Deed.
Notice has been given of intention to collect attorney's fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, to the mortgagor, the mortgagor's successor in interest or any other party to the debt and to the holder of any junior security deed or other lien on the property of record which may affect said property.
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, to the mortgagor, the mortgagor's successor in interest or any other party to the debt and to the holder of any junior security deed or other lien on the property 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.
The proceeds of sold sale will be applied to the payment of the indebtedness and to the expenses of said sale as provided in said deed, and the balance, if any, will be distributed 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.
TDHerald,11/24,3/08

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from ANTHONY SILVERS AND STEPHANIE SILVERS to Mortgage Electronic Registration Systems, Inc. as nominee for Pine State Mortgage Corporation, dated June 1, 2009, recorded in Deed Book 454, Page 290, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal sum of Ninety-Nine Thousand Two Hundred Fifty and 00/100 dollars ($99,250.00), with interest from date at the rate specified in the note on the unpaid balance until paid, there will be sale 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 November, 2012, the property described on Exhibit "A" attached hereto and incorporated herein by reference, to wit: All that tract or parcel of land lying and being in Land Lot 100, 17th District, 1st Section of Towns County, Georgia, containing 0.62 acres, more or less, of OLD BRASSTOWN LANE AND BRASSTOWN WALK, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, DATED JANUARY 13, 2005, AND RECORDED IN PLAT BOOK 28, PAGES 134, TOWNS COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN BY REFERENCE FOR ALL DESCRIPTION AND PURPOSES, SUBJECT TO ALL MATTERS AND CONDITIONS SHOWN ON SAID PLAT, BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF OLD BRASSTOWN LANE, TOWN COUNTY, GEORGIA, THE POINT THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS, THIRTY FEET (30) FEET IN WIDTH, ALONG BRASSTOWN LANE AND BRASSTOWN WALK LEADING TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO RESTRICTIONS, COVENANTS AND RESTRICTIONS PERTAINING TO THE DEVELOPMENT OF BRASSTOWN WALK IN DEED BOOK 243, PAGE 731, AS AMENDED IN DEED BOOK 244, PAGE 1, TOWNS COUNTY, GEORGIA RECORDS.
This sale is being made under the controlling instrument, however the property is more commonly known as 215 BRASSTOWN LANE, TOWN HARRIS, GA 30582.
Said property will be sold to satisfy the debt secured by the Security Deed and has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due, and the indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees and all other payments provided for under the Security Deed and Note. Said property will be sold on an "as-is" basis, without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect 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; other matters which might be disclosed by an accurate survey or by an inspection of the property; and Georgia mechanics' and materialmen's liens; encumbrances, restrictions, covenants, and matters of record superior to said Security Deed.
The sale will be held subject to the rights of the undersigned, the owner and party in possession of the property, ANTHONY J. SILVERS AND STEPHANIE SILVERS, AN-THONY J. SILVERS AND STEPHANIE SILVERS, tenant(s).
This sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.
The entity having full authority to negotiate, amend or modify all terms of the loan is Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP. Bank of America, N.A. is the attorney in fact for the owner of the loan. Bank of America, N.A. and/or its successor in interest or assignee, will be the holder of the note secured by said Security Deed.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, to the mortgagor, the mortgagor's successor in interest or any other party to the debt and to the holder of any junior security deed or other lien on the property 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.
The proceeds of sold sale will be applied to the payment of the indebtedness and to the expenses of said sale as provided in said deed, and the balance, if any, will be distributed 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.
TDHerald,11/24,3/08

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from MARGARET I. SILVERS AND STEPHANIE SILVERS to Mortgage Electronic Registration Systems, Inc. as nominee for Pine State Mortgage Corporation, dated June 1, 2009, recorded in Deed Book 454, Page 290, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal sum of Ninety-Nine Thousand Two Hundred Fifty and 00/100 dollars ($99,250.00), with interest from date at the rate specified in the note on the unpaid balance until paid, there will be sale 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 November, 2012, the property described on Exhibit "A" attached hereto and incorporated herein by reference, to wit: All that tract or parcel of land lying and being in Land Lot 100, 17th District, 1st Section of Towns County, Georgia, containing 0.62 acres, more or less, of OLD BRASSTOWN LANE AND BRASSTOWN WALK, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, DATED JANUARY 13, 2005, AND RECORDED IN PLAT BOOK 28, PAGES 134, TOWNS COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN BY REFERENCE FOR ALL DESCRIPTION AND PURPOSES, SUBJECT TO ALL MATTERS AND CONDITIONS SHOWN ON SAID PLAT, BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF OLD BRASSTOWN LANE, TOWN COUNTY, GEORGIA, THE POINT THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS, THIRTY FEET (30) FEET IN WIDTH, ALONG BRASSTOWN LANE AND BRASSTOWN WALK LEADING TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO RESTRICTIONS, COVENANTS AND RESTRICTIONS PERTAINING TO THE DEVELOPMENT OF BRASSTOWN WALK IN DEED BOOK 243, PAGE 731, AS AMENDED IN DEED BOOK 244, PAGE 1, TOWNS COUNTY, GEORGIA RECORDS.
This sale is being made under the controlling instrument, however the property is more commonly known as 215 BRASSTOWN LANE, TOWN HARRIS, GA 30582.
Said property will be sold to satisfy the debt secured by the Security Deed and has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due, and the indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees and all other payments provided for under the Security Deed and Note. Said property will be sold on an "as-is" basis, without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect 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; other matters which might be disclosed by an accurate survey or by an inspection of the property; and Georgia mechanics' and materialmen's liens; encumbrances, restrictions, covenants, and matters of record superior to said Security Deed.
The sale will be held subject to the rights of the undersigned, the owner and party in possession of the property, ANTHONY J. SILVERS AND STEPHANIE SILVERS, AN-THONY J. SILVERS AND STEPHANIE SILVERS, tenant(s).
All Rus Notes 10/10/2012, 10/17/2012, 10/24/2012, 10/31/2012
www.russellsmith.com/property-listings.php
TDHerald,11/24,3/8

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Michael Wayne Williams, Jr. and Keith M. Estepa and Glenda J. Henry to Mortgage Electronic Registration Systems, Inc. as nominee for Hometown Mortgage, Inc. dated May 31, 2007, and recorded in Deed Book 398, Page 809, Towns County Records, said Security Deed having been subsequently assigned, transferred and conveyed by BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP by assignment recorded in Deed Book 468, Page 700, Towns County Records, corrective assignment recorded in Deed Book 471, Page 604, Towns County Georgia Records. Said Deed to Secure Debt having been given to secure a Note dated November 19, 2009 in the original principal sum of TWO HUNDRED EIGHTY AND 00/100 DOLLARS ($285,280.00), with interest from date at the rate specified in the note on the unpaid balance until paid, there will be sale 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 November, 2012, the property described on Exhibit "A" attached hereto and incorporated herein by reference, 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, more or less, of OLD BRASSTOWN LANE, FOR A DISTANCE OF 1,700 FEET IN WIDTH, ALONG BRASSTOWN LANE TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO RESTRICTIONS, COVENANTS AND RESTRICTIONS PERTAINING TO THE DEVELOPMENT OF BRASSTOWN WALK IN DEED BOOK 243, PAGE 731, AS AMENDED IN DEED BOOK 244, PAGE 1, TOWNS COUNTY, GEORGIA RECORDS.
This sale is being made under the controlling instrument, however the property is more commonly known as 215 BRASSTOWN LANE, TOWN HARRIS, GA 30582.
Said property will be sold to satisfy the debt secured by the Security Deed and has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due, and the indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees and all other payments provided for under the Security Deed and Note. Said property will be sold on an "as-is" basis, without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect 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; other matters which might be disclosed by an accurate survey or by an inspection of the property; and Georgia mechanics' and materialmen's liens; encumbrances, restrictions, covenants, and matters of record superior to said Security Deed.
The sale will be held subject to the rights of the undersigned, the owner and party in possession of the property, MICHAEL WAYNE WILLIAMS, JR. AND KEITH M. ESTEPA AND GLENDA J. HENRY, tenant(s).
The entity having full authority to negotiate, amend or modify all terms of the loan is Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP. Bank of America, N.A. is the attorney in fact for the owner of the loan. Bank of America, N.A. and/or its successor in interest or assignee, will be the holder of the note secured by said Security Deed.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, to the mortgagor, the mortgagor's successor in interest or any other party to the debt and to the holder of any junior security deed or other lien on the property 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.
The proceeds of sold sale will be applied to the payment of the indebtedness and to the expenses of said sale as provided in said deed, and the balance, if any, will be distributed 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.
TDHerald,11/24,3/8

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Because of default in the payment of the indebtedness secured by a Security Deed executed by Sandra Kay Ledford and Keith Ledford to Mortgage Electronic Registration Systems, Inc. as nominee for Mortgage Lender, Inc. dated June 1, 2005, recorded in Deed Book 398, Page 809, Towns County Records, said Security Deed having been subsequently assigned, transferred and conveyed by BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP by assignment, the undersigned will sell at auction to the highest bidder for cash before the Courthouse door in Towns County, Georgia, within the legal hours of sale, before the Courthouse door in Towns County, Georgia, 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 126, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 1.00 ACRES, OR LESS, AS SHOWN ON A PLAT OF SURVEY BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, SEE DEED BOOK 468, PAGE 700, TOWNS COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF OLD BRASSTOWN LANE, TOWN COUNTY, GEORGIA, THE POINT THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS, THIRTY FEET (30) FEET IN WIDTH, ALONG BRASSTOWN LANE AND BRASSTOWN WALK LEADING TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO RESTRICTIONS, COVENANTS AND RESTRICTIONS PERTAINING TO THE DEVELOPMENT OF BRASSTOWN WALK IN DEED BOOK 243, PAGE 731, AS AMENDED IN DEED BOOK 244, PAGE 1, TOWNS COUNTY, GEORGIA RECORDS.
This sale is being made under the controlling instrument, however the property is more commonly known as 215 BRASSTOWN LANE, TOWN HARRIS, GA 30582.
Said property will be sold to satisfy the debt secured by the Security Deed and has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due, and the indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees and all other payments provided for under the Security Deed and Note. Said property will be sold on an "as-is" basis, without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect 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; other matters which might be disclosed by an accurate survey or by an inspection of the property; and Georgia mechanics' and materialmen's liens; encumbrances, restrictions, covenants, and matters of record superior to said Security Deed.
The sale will be held subject to the rights of the undersigned, the owner and party in possession of the property, SANDRA KAY LEDFORD AND KEITH LEDFORD, tenant(s).
The entity having full authority to negotiate, amend or modify all terms of the loan is Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP. Bank of America, N.A. is the attorney in fact for the owner of the loan. Bank of America, N.A. and/or its successor in interest or assignee, will be the holder of the note secured by said Security Deed.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, to the mortgagor, the mortgagor's successor in interest or any other party to the debt and to the holder of any junior security deed or other lien on the property 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.
The proceeds of sold sale will be applied to the payment of the indebtedness and to the expenses of said sale as provided in said deed, and the balance, if any, will be distributed 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.
TDHerald,11/24,3/8

STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in that certain Deed from ABBY L. PULLIAM AND SANDY PULLIAM to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Prosperity Financial Corporation, dated September 21, 2005, recorded in Deed Book 405, Page 290, Towns County, Georgia records, as last modified by modification of Security Deed dated January 20, 2011, recorded in Deed Book 500, Page 187, Towns County Georgia records, said Security Deed being given to secure a Note in the sum of ONE HUNDRED ($100,000) LIMITED LIABILITY COMPANY dated January 20, 2011, and modified thereby, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in November, 2012, all property described in said Security Deed, including but not limited to the following:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.62 ACRES, MORE OR LESS, AS SHOWN ON PLAT OF SURVEY BY DENNIS L. GREGORY, DATED 12-22-80, AND RECORDED IN PLAT BOOK 6, PAGE 22, TOWNS COUNTY RECORDS. SAID PLAT BEING PUMPS AND TANK FARM AT HIGHWAY 515 AND BRASSTOWN LANE AS SHOWN ON SAID PLAT. BEING PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES H. BRASSTOWN WARRANTY DATED 5-9-81, AND RECORDED IN DEED BOOK 40, PAGE 309, TOWNS COUNTY RECORDS; AND BEING A PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES H. BRASSTOWN WARRANTY DATED 5-1-82, AND RECORDED IN DEED BOOK 40, PAGE 318, OF THE TOWNS COUNTY RECORDS.
SAID BEING A PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES H. BRASSTOWN WARRANTY DATED 5-1-82, AND RECORDED IN DEED BOOK 40, PAGE 318, OF THE TOWNS COUNTY RECORDS.
SAID BEING A PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES H. BRASSTOWN WARRANTY DATED 5-9-81, AND RECORDED IN DEED BOOK 40, PAGE 309, TOWNS COUNTY RECORDS; AND BEING A PART OF THAT PROPERTY CONVEYED BY FRANK KELLY TO JAMES H. BRASSTOWN WARRANTY DATED 5-1-82, AND RECORDED IN DEED BOOK 40, PAGE 318, OF THE TOWNS COUNTY RECORDS.
SAID BEING A PART OF THAT PROPERTY CONVEYED FROM LANNIE BRASSHAW TO JAMES H. BRASSHAW WARRANTY DATED SEPTEMBER 19, 1996 RECORDED IN DEED BOOK 145, PAGE 1, TOWNS COUNTY RECORDS.
BEING THE SAME TRACT OR PARCEL OF LAND LYING AND BEING IN THE 18TH DISTRICT, 1ST SECTION, LAND LOT 126, OF TOWNS COUNTY, GEORGIA, AND IDENTIFIED AS TRACT 1, CONTAINING 1.00 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY DENNIS L. GREGORY, REGISTERED SURVEYOR, DATED 11-04-97, AND RECORDED IN PLAT BOOK 22, PAGE 1, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE, AND SUBJECT TO ALL ROADWAY AND UTILITIES EASEMENTS AS SHOWN ON SAID PLAT; AND GRANTED HEREIN ARE ALL UTILITIES AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT.
GRANTOR HEREBY TRANSFERS AN EASEMENT FOR UTILITIES AND ROADWAY ACCESS OVER THE EXISTING RIGHT-OF-WAY, AS GRANTOR; SAID EASEMENT TO BE 24 FEET WIDE AS MEASURED FROM THE EDGE OF THE EXISTING RIGHT-OF-WAY, AS THE RIGHT-OF-WAY IS SHOWN ON THE PLAT FILED AND RECORDED IN PLAT BOOK 22, PAGE 1, OF THE TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE, AND SUBJECT TO ALL ROADWAY AND UTILITIES EASEMENTS AS SHOWN ON SAID PLAT; AND GRANTED HEREIN ARE ALL UTILITIES AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT.
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