

Towns County Herald

Legal Notices for December 5, 2012

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: ESTATE OF Loman Shook
All creditors of the estate of Loman Shook, 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 13th day of November, 2012
Larry Shook, Personal Representative
P.O. Box 151
Young Harris, GA 30582
706-731-8788
T(Dec5,12,Dec5,12)8

NOTICE TO CREDITORS AND DEBTORS
All creditors of the estate of LOMAN SHOOK, deceased, late of Towns County, Young Harris, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.
This 20th day of November, 2012.
Larry David Shook, Executor
P.O. Box 151
Young Harris, Georgia 30512
T(Dec5,12,Dec5,12)8

NOTICE TO CREDITORS AND DEBTORS
All creditors of the estate of MARY C. HORN, deceased of Towns County, Hiawasse, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.
This 20th day of November, 2012.
Sandra L. Duchesne, Executrix
P.O. Box 1068
Hiawasse, Georgia 30546
T(Dec5,12,Dec5,12)9

NOTICE
IN THE PROBATE COURT
COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: Estate of Betty J. Anderson, Deceased
Estate No. 2012-65
An order for service was granted by this court on November 6, 2012, requiring the following:

To: Ben Parker, Jr.
This is to notify you to file objection, if there is any to the above referenced petition, in this Court on or before December 17, 2012 BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact the undersigned at the following address: 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 will be granted without a hearing.
David Rogers, Probate Judge
By: Bonnie Sue Dixon
Probate/Deputy Clerk
48 River Street, Suite C
Hiawasse, GA 30546
706-896-3467
T(Nov14,21,28,Dec5)8

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Harlan Underwood
All creditors of the estate of Harlan Underwood, 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 28th day of November, 2012
Roberta Underwood,
Personal Representative
103 Crane Creek Road
Young Harris, GA 30582
706-379-3569
T(Dec5,12,19,26)8

NOTICE TO THE PUBLIC
You are hereby notified that there will be heard before the Judge presiding in the Superior Court of Towns County, Georgia on the 19th day of December, 2012, at 1 p.m., at the Courthouse of the Superior Court of Towns County in the City of Hiawasse, Georgia, the case of the State of Georgia v. City of Hiawasse, Georgia, Civil Action No. 12-CV-355-SG, the same being a proceeding to confirm and validate the issuance of the City of Hiawasse, Georgia Water and Sewerage Revenue Bond, Series 2012 in a principal amount of \$996,000 (the Series 2012 Bond[®]). The Series 2012 Bond is being issued by the City of Hiawasse, Georgia (the "City") for the purpose of providing funds to (a) finance, together with other funds available or to be made available, the cost of acquiring, constructing and installing certain extensions and improvements (the "Series 2012 Project") to a municipal water and sewerage system owned and operated by the City, (b) refund the loan or loans incurred by the City in order to finance the costs of the Series 2012 Project prior to the issuance of the Series 2012 Bond and (c) pay the costs of issuance of the Series 2012 Bond.
Pursuant to O.C.G.A. Section 36-62-100, the City hereby notifies all interested parties that no independent performance audit or performance review (the "Independent Audit Requirement") will be conducted with respect to the Series 2012 Bonds. However, the City will ensure that the proceeds of the Series 2012 Bonds are expended efficiently and economically as intended by the Independent Audit Requirement.
Any citizen of the State of Georgia residing in Towns County, or any other person wherever residing, who has a right to objection, may intervene and come a party to these proceedings.
This the 30th day of November, 2012
Cecil Dye
Clerk, Superior Court
Towns County, Georgia
T(Dec5,12)8

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Andrea Lynn Kell and Edward Scott Kell to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. its successors and assigns, dated August 8, 2007, recorded in Deed Book 413, Page 42, Towns County, Georgia Records, as last transferred to JP Morgan Chase Bank National Association by assignment recorded in Deed Book 504, Page 638, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTY THOUSAND AND 0/100 DOLLARS (\$270,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court house door of Towns County, Georgia within the legal hours of sale on the first Wednesday in January, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 92, 17th District, 1st Section, Towns County, Georgia, containing 4.371 acres, more or less, and being part of Tract Three (3) as shown on a plat of survey by LandTech Services, Inc., dated 5/10/2002, recorded in Plat Book 26, page 129, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the 50 foot easement as shown on said plat of survey. The property is conveyed subject to the Restrictions recorded in Deed Book 210, page 729-729, Towns County records. The note and is conveyed to the 50 foot road easement as shown on said plat of survey. The grantor grants to grantee a perpetual easement for a water line, which shall run along the west line of Tract Two (B) and through Lot Thirty-Nine (39) of Pine Crest Subdivision, Phase I which also serves Tract Two A (2A). The property is conveyed subject to a water line of land lying and being in Land Lot 92, 17th District, 1st Section, Towns County, Georgia, One (1) and the power line easement which shall serve Tract Two A (2A) and Tract Three (3). The right, if any, of the United States of America to redeem said land within 120 days from the date of the foreclosure sale held on January 2, 2013, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made by certified mail, return receipt requested, to the borrower, by 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 to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"), JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Andrea Lynn Kell and Edward Scott Kell or a tenant or tenants and said property is more commonly known as 5388 River Birch Lane, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Andrea Lynn Kell and Edward Scott Kell Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/Inc 1/2/13 Our file no. 1528311-F120
T(Dec5,12,19,26)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 Mick C. Youngblood to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, its successors and assigns dated March 25, 2004 in the amount of \$128,000.00, and recorded in Deed Book 299, Page 483; re-recorded at Deed Book 300, Page 294, Towns County, Georgia Records; as last transferred to Nationstar Mortgage, LLC by assignment; the undersigned, Nationstar 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, and pursuant to O.C.G.A. Section 9-13-161(a) will on the first Wednesday in January, 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 137, 17th District, 1st Section, Towns County, Georgia, containing 0.846 acres and being Lot Seventeen (17) of Townsend Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1996 recorded in Plat Book 19, Page 189, Towns County Records and shown on a plat of survey by Tamrok Associates, Inc. dated June 15, 1997, recorded in Plat Book 21 Page 272. Towns County records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A. The property is conveyed subject to the power line easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County Records.
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, by 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 Mick C. Youngblood and the proceeds 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 Nationstar Mortgage, LLC Attorney in Fact for Mick C. Youngblood
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates: 12-06-2012, 12-13-2012, 12-20-2012, 12-27-2012
File No. 11-0654/COJcajohson
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T(Dec5,12,19,26)8

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF TOWNS
Under and by virtue of the power of sale contained within that certain Deed to Secure Debt dated October 1, 2010, from Curtis Shell to Mortgage Electronic Registration Systems, Inc. as nominee for HomeStar Financial Corporation, recorded on October 6, 2010 in Deed Book 482 at Page 216, Towns County, Georgia Records, having been last sold, assigned, transferred and conveyed to JP Morgan Chase Bank, N.A. by Assignment and said Deed to Secure Debt having been given to secure a note dated October 1, 2010, in the amount of \$183,419.00, said note being in default, the undersigned will sell at public outcry during the legal hours of sale before the door of the courthouse of Towns County, Georgia, on January 2, 2013, the following described real property (hereinafter referred to as the "Property"): ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 8 AND 9, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA BEING LOT 17 OF STANDING MEADOWS SUBDIVISION PHASE 1 AS SHOWN ON A PLAT OF SURVEY BY LANDTECH INC., DATED JUNE 28, 2004 AND RECORDED IN PLAT BOOK 32, PAGE 176, TOWNS COUNTY GEORGIA RECORDS WHICH DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. The debt secured by the Security Deed and evidenced by the note and has been, and is hereby, declared due and payable because of, among other possible events of default, failure to make the payments as required by the terms of the Note. The debt remaining is in default and this sale will be made for the purposes of paying the Deed to Secure Debt, accrued interest, and all expenses of the sale, including attorneys' fees. Notice of intention to collect attorneys' fees has been given as provided by law. To the best of the undersigned's knowledge, the person(s) in possession of the property is/are Curtis Shell. The property, being commonly known as 2417 Meadow Ridge Court, Young Harris, GA 30582 in Towns County, will be sold as the property of Curtis Shell, subject to any outstanding ad valorem taxes (including taxes which are a lien and not yet due and payable), any matters affecting title to the property which would be disclosed by accurate survey and inspection thereof, and all assessments, liens, encumbrances, restrictions, covenants, and matters of record to the Security Deed. Pursuant to O.C.G.A. Section 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows: JP Morgan Chase Bank, National Association, 7757 Bayberry Road, Jacksonville, FL 32256, 1-866-345-3540. The foregoing notwithstanding, nothing in O.C.G.A. Section 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under U.S. Bankruptcy code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Albertelli Law Attorney for JP Morgan Chase Bank, N.A. as Attorney in Fact for Curtis Shell 100 Galleria Parkway, Suite 960 Atlanta, GA 30339 Phone: (866) 690-0418 1-4338064 12/05/2012, 12/12/2012, 12/19/2012, 12/26/2012
T(Dec5,12,19,26)8

NOTICE OF SALE UNDER POWER,
TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Hardeep Singh to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. dated 4/26/2010 and recorded in Deed Book 473 Page 237, Towns County, Georgia records; as last transferred to JPMorgan Chase Bank, National Association, conveying the after-described property to secure a Note in the original principal amount of \$104,081.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on January 2, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property:
All that tract or parcel of land lying and being in Land Lot 205 & 206, 17th District, 1st Section, Towns County, Georgia containing 1.00 acre as shown on a plat of survey done by Blairsville Surveying Co., dated March 22, 2010 and filed and recorded at Plat Book 39, Page 35, Towns County, Georgia records which plat is incorporated herein by reference hereto.
The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey and the plat of survey recorded at Plat Book 24, Page 1, Towns County, Georgia records.
The property is conveyed subject to the restrictions recorded in Deed Book 107, Pages 668-669, Towns County, Georgia records.
The property is conveyed subject to the use of Rodovich Drive by others.
Also conveyed herewith is a perpetual, non-exclusive easement of ingress and egress over and across Rodovich Drive, being shown as the private access on the above referenced plat of survey.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association is the current owner of the loan.
Said property is commonly known as 4724 Rodovich Drive, Young Harris, Georgia 30582 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Hardeep Singh or tenant or tenants.
JPMorgan Chase Bank, NA is the entity or individual designated, who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established guidelines.
JPMorgan Chase Bank, NA
Homeowner's Assistance Department
3415 Vision Drive
Columbus, Ohio 43219
1-866-550-5705
Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.
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) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
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) unpaid water or sewerage bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The sale will be conducted subject 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 non-judicial 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 immediately above.
JPMorgan Chase Bank, National Association as agent and Attorney in Fact for Hardeep Singh
Aldridge Connors, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1031-68797
T(Dec5,12,19,26)8