

Towns County Herald

Legal Notices for December 26, 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 is the 19th day of October 2012
Randy James Wood,
Personal Representative
460 Shake Rag Road
Hiawassee, GA 30546
706-994-3542
T10Dec19,26,Jan2,9P

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 May 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 Association by assignment; the undersigned, PNC Bank, National Association pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to O.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, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
David Rogers, Probate Judge
By: Bonnie Sue Dixon
Probate Clerk / Deputy Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T10Dec26J

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 O.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. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
David Rogers, Probate Judge
By: Bonnie Sue Dixon
Probate Clerk / Deputy Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T10Dec26,Jan2,9,16J

NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT

In Re: Estate of Harlan W. Underwood, Deceased
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 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
N10Dec26,Jan2,9,16J

NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY

Probate Court of Towns County
RE: Petition of Thomas Earl Phillips for Discharge as Executor of the Estate of Lorena Barnard Phillips, Deceased.
TO: All known and unknown interested parties and anyone else, and all singular the heirs of said decedent, the beneficiaries under the will, and to whom it may concern.
This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before January 14, 2013.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
David Rogers, Probate Judge
By: Bonnie Sue Dixon
Probate Clerk / Deputy Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T10Dec26J

NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY

Probate Court of Towns County
RE: Petition of Bruce L. Ferguson and Jennifer Cottrell for Discharge as Co-Administrators of the Estate of Julian Burke Ferguson, Deceased.
To Whom it may concern:
This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before January 14, 2013.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
David Rogers, Probate Judge
By: Bonnie Sue Dixon
Probate Clerk / Deputy Clerk
48 River Street, Suite C
Hiawassee, GA 30546
706-896-3467
T10Dec26J

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 Security Deed given by Andrea Lynn Kell and Edward Scott Kell to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. its successors and assigns, dated August 8, 2007, recorded in Deed Book 413, Page 42, Towns County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 504, Page 638, Towns County, Georgia Records, conveying the after-described property to secure a note in the original principal amount of TWO HUNDRED SEVENTY THOUSAND AND 0/100 DOLLARS (\$270,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, containing 4.371 acres, more or less, and being part of Tract Three (3) as shown on a plat of survey by LandTech Services, Inc., dated 5/10/2002, recorded in Plat Book 28, page 129, Towns County records which assignment 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 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) Pine Crest Subdivision, Phase I which also serves Tract Two A (2A). The property is conveyed subject to a water line and utility easement which shall serve Tract One (1) and the power line easement which shall serve Tract A (2A) and Tract B (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, 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 accurately surveyed and inspected 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 5389 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-FT20
T10Dec5,12,19,26J

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 463; 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 16, 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.
which has the property address of 6097 Mill Road, Young Harris, Georgia, together with all fixtures and other personal property conveyed by said deed.
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, 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 Mick C. Youngblood 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.
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. 11-16544 /CONV/cajohnson
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.
T10Dec5,12,19,26J

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 and 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.
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
T10Dec5,12,19,26J

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

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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 (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
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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
T10Dec5,12,19,26J