North Georgia News

Legal Notices for October 7, 2015

NOTICE
Notice is hereby given that American Mini Storage will hold a public auction pursuant to the Georgia Self-Storage Act, Georgia Code Section 10-4-216 on Thursday, October 23, 2015 at 10am at American Mini Storage, 1625

2015 at 10am at American Mini Storage, 1625 Blue Ridge Hwy., Blairsville, GA 30512, County of Union, State of Georgia.
Casey Hilgerman #106, Ty Smith #121, Bonnie Archibald #95, Derrick Brown #57, Penny Boemans #74, Marry Garrett #68, Danielle Schroth #46, Betty Sue Loflin #51, Heather Garret #52, Crystal Roberts #53, Kenneth Woods #34, William Halte #38, Teressa Colwell #35, Donna Foster #66-41 #67.

bidder. Sale subjection to cancellation in the event of settlement between owner and obli-

NOTICE

NOTICE
(FOR DIScharge from Office and all Liability)
PROBATE COURT OF UNION COUNTY
Re: PETITION OF MERLOR DYER FOR DISCHARGE AS EXECUTRIX OF THE ESTATE OF
COMER E. SEABOLT, DECEASED.

COMER E. SEABOLT, 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 October 19, 2015.

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 petitions are filed, the pet a later date. If no objections are filed, the peti-tion may be granted without a hearing. Dwain Brackett

Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, GA 30512 (706)439-6006

NOTICE OF FORECLOSURE

NOTICE OF FURELUSURE
TO: HERBERT E. ARROWOOD AND THERESA
CROP n/k/a THERESA ANN ARROWOOD, AND
OTHER PARTIES KNOWN OR UNKNOWN, WHO
HAVE OR CLAIM ANY ADVERSE OR POSSESSORY RIGHT, TITLE OR INTEREST IN THE PROP-

ERTY BELOW.
RE: FORECLOSURE OF EQUITY OF REDEMPTION
FOR TAX SALE DEED (O.C.G.A. § 48-4-45, et seq.). TAKE NOTICE THAT:

This is a Notice pursuant to O.C.G.A. § 48-4-46 to Foreclose the Equity of Redemption for Tax Sale Deed. The right to redeem the following described

The right to redeem the following described property, to wit: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 304 & 305, of Union County, Georgia, containing 2.90 acres, more or less and being a portion of that tract 12 acre, more or less, tract conveyed by Cora Butt Wellborn to H.M. Edge and Chloe Edge by Warranty Deed, dated 9-6-48 and recorded in Deed Book II, Page 168, of the Union County Reports! less and Expent that 9 acres County Records; Less and Except: that 9 acres, more or less, previously conveyed by Deed from Juanita Arrowood to Theresa Corp. (sic) as described in Deed Book 225, Page 86, Union

as described in Deed Book 225, Page 86, Union County, Georgia Records.
As described in Deed Book 225, page 86, Union County, Georgia. Further described as Map & Parcel BO2210.
will expire and be forever foreclosed and barred on and after November 10, 2015.

The tax deed to which this notice relates is dated the 1st day of July, 2014, and is recorded dated the 1st day of July, 2014, and is recorded in the Office of the Clerk of the Superior Court of Union County, Georgia, in Deed Book 982 at Pages 224-225.
The property may be redeemed at any time before November 10, 2015, by payment of the redemption price as fixed and provided by law to the undersigned report the following ad

to the undersigned name at the following address:
Akins & Davenport, PC
P.O. Box 923

Blairsville, GA 30514 PLEASE BE GOVERNED ACCORDINGLY. Daniel J. Davenport Akins & Davenport, PC Attorney for Youngstown Group, LLC Georgia Bar No. 821237 80 Town Square P.O. Box 923 Blairsville, GA 30514 (706) 745-0032

STATE OF GEORGIA

UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of August B. Turner,
All debtors and creditors of the estate of
August B. Turner, deceased, late of Union
County, Georgia, are hereby notified to render
their demands and payments to the Personal
Representative(s) of the estate, according to
the law, and all persons indebted to said estate are required to make immediate payment
to the Personal Representative(s).
This 25th day of September, 2015.
By: Raymond G. Lail
1800 Peachtree St., Ste. 300

Atlanta, GA 30303

STATE OF GEORGIA

UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Sandra Elaine Hightower,
All debtors and creditors of the estate of San-An debtors and creditors on the estate of Sandra Elaine Hightower, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said estates are surrounded. tate are required to make immediate payment tate are required to make immedia to the Personal Representative(s). This 23rd day of September, 2015. By: Tina Couch Anderson 105 John St., Fayetteville, GA. 30215

Lee A. Couch 919 Crawford St Madison, GA. 30650 N(0ct7,14,21,28)B

STATE OF GEORGIA

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Birlie Lee Deyton,
All debtors and creditors of the estate of Birlie Lee Deyton, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).
This 1st day of October, 2015.
By: Narcie Rachel Deyton Day 254 Birlie Devton Dr.

254 Birlie Deyton Dr. Blairsville, GA. 30512 Ronald Dean Deyton PO Box 506 Blairsville, GA. 30514

N(0ct7,14,21,28)B

STATE OF GEORGIA

UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Carl W. Chalman,
All debtors and creditors of the estate of Carl

W. Chalman, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment tate are required to make immedia to the Personal Representative(s). This 1st day of October, 2015. By: Robert William Chalman, Jr. 523 SW 16th Street Boynton Beach, FL 33426

NOTICE OF SALE LINDER POWER STATE OF GEORGIA, COUNTY OF UNION
Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by C.D.
ROBERTSON AND JOYCE ROBERTSON to THE MORTGAGE PEOPLE CO., dated 02/21/2003 and Recorded on 02/27/2003 as Book No. 455 and Page No. 323-338, UNION County, Geor-gia records, as last assigned to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (the CHASE BANK, NATIONAL ASSOCIATION (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$122,000.00, 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 UNION County Courthouse within the legal bours of sale on the first Iverday. at public outcry to the highest bidder for cash at the UNION County Courthouse within the legal hours of sale on the first Tuesday in November, 2015, the following described property: ALL THAT TRACT OR PARGEL OF LAND LYING AND BEING IN THE 16TH DISTRICT, 1ST SECTION, LAND LOT 177 OF UNION COUNTY, GEORGIA, CONTAINING 1.30 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATES, INC., DATED JULY 29, 1999 AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 43, PAGE 239. SAID PLAT IS INCORPORATED BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. 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 cale will be made for the success the manner provided in the Note and beet to Secure Debt. Because the debt remains in de-fault, 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). JPMORGAN CHASE BANK, NATIONAL ASSOCIA-TION holds the duly endorsed Note and is the JPMORGAN CHASÉ BANK, NATIONAL ASSOCIATION holds the duly endorsed Note and is the current assignee of the Security Deed to the property. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, acting on behalf of and, as necessary, in consultation with FEDERAL HOME LOAN MORTGAGE CORPORATION (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, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION may be contacted at: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION DRIVE. COLUMBUS. OH JPMORGAN CHASE BANK, NATIONAL ASSO-CIATION, 3415 VISION DRIVE, COLUMBUS, OH 43219, 866-550-5705. Please note that, pur-suant to O.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 property known as 6242 GA HWY 180 EAST, BLAIRSVILLE, GEOR-GIA 30512 is/are: C.D. ROBERTSON AND JOYCE ROBERTSON or tenant/tenants. Said property will be sold subject to (a) any outstanding ad 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 matlien, but not yet due and payable), (b) any mat-ters 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 cure very timited 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 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. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as Attorney in Fact for C.D. ROBERTSON AND JOYCE ROBERTSON. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION LOTAINED WILL BE LISED FOR THAT

MATION OBTAINED WILL BE USED FOR THAT PURPOSE. 0000005473285 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Survey-or Boulevard Addison, Texas 75001 Telephone:

IN THE SUPERIOR COURT COUNTY OF UNION, STATE OF GEORGIA CAFN: 15-CV-247-RG WILLIAM D. MOESKER and JOYCE N. MOESKER,

J.H. HUGGINS and/or his heirs at law as and his unknown heirs at law as Owner shown in Deed Book DD, Page 241, Union County Clerk of Su-perior Court; and UNITED STATES OF AMERICA; perior Court; and UNITED STATES OF AMERICA; AND ALL Persons Known or Unknown who Claim or Might claim adversely to Plaintiff's title as shown in Deed Book 707, Page 266 and 267, Union County Clerk of Superior Court records, property being located in Land Lot in Land Lot 184, 9th District, 1st Section, Union County, Georgia, as described in Plat Book 63, Page 117, Union County Superior Court Re-cords, Georgia, Defendants

Page 117, Union County Superior Court Records, Georgia, Defendants
NOTICE: To all persons claiming under J.H.
(John Henry) Huggins, Howard A. Dodds, Elizabeth B. Dodds, devises or heirs at law who may claim an interest in the subject real property described as follows: All that tract of parcel of land lying and being in Land Lot 177 and 184, 9th District 1st Section of Union County, Georgia, and being shown as Tracts One A (1-A) (0.45 acres, more or less), Two A (2-A) (0.42) acres, more or less), Three A (3-A) (0.42 acres, more or less), and Four A (4-A) (0.48 acres, more or less), and Four A (4-A) (0.48 acres, more or less), and Four A (4-A) (0.48 acres, more or less), which pait is by reference incorporated herein and made a part thereof.

torius, which jink is by reference incorporated herein and made a part thereof.

You are hereby commanded and required to file with the Clerk of said Court an Answer to the Petition within Thirty (30) days of the date of the Order for service by Publication

Witness the Honorable Clerk of the Superior Court of Union County, Georgia on this the 28th

Court of Union County, Georgi day of September, 2015. Judy Odom Clerk, Superior Court Union County Superior Court Enotah Judicial Circuit

NOTICE OF SALE UNDER POWER,
UNION COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Charles L. Hughes and Michael C. Hughes to Mortgage Electronic Registration Systems, Inc. as nominee for First Magnus Financial Corporation dated 5/18/2007 and recorded in Deed Book 709 Page 763, Union County, Georgia records: as last transferred to and recorded in Deed Book 709 Page 763, Union County, Georgia records; as last transferred to or acquired by Wilmington Savings Fund Society, FSB DBA Christiana Trust as Trustee for HLSS Mortgage Master Trust for the benefit of the Holders of the Series 2014-4 Certificates issued by the HLSS Mortgage Master Trust, conveying the after-described property to secure a Note in the original principal amount of \$203 014.00 with interest at the rate specified. cure a Note in the original principal amount of \$203,014.00, 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 Union County, Georgia, within the legal hours of sale on No-vember 03, 2015 (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 be-ing in Land Lot 239, 9th District, 1st Section, Union County, Georgia and being Lot Twenty-Three (23) of Pleasant Hill Estates, containing 0.73 acres, more or less, as shown on a plat of 1078 (23) of Pleasant Hill Estates, containing 0.73 acres, more or less, as shown on a plat of survey by Lane S. Bishop & Associates, dated 09/20/93 and recorded in Plat Book 31, Page 49, Union County, Georgia records, which plat is by reference incorporated herein and made

a part hereof. The property is subject to the Restrictions for Pleasant Hill Estates as recorded in Deed Book 212, Pages 179-181, and amended in Deed Book 219, Page 62, Union County, Georgia re-

The property is subject to the easement if faor of Blue Ridge Mountain EMC as recorded in Deed Book 210, Page 608, Union County, Georgia records.

The property is subject to the Right of Way recorded in Deed Book 225, Page 340, Union County, County C

County, Georgia records. The Grantor grants to Grantee and non-ex-clusive perpetual easement for the use of the subdivision roads for ingress and egress to the

above property.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and to pay the 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 at-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property is commonly known as 1069 Pleasant Hill Road, Blairsville, GA 30512 to-gether with all fixtures and personal propgetter with all intures and personal prop-erry 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). Michael C. Hughes and Charles L. Hughes or

PennyMac Loan Services, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

PennyMac Loan Services, LLC less Mitigation

Loss Mitigation 6101 Condor Drive

1-800-549-3583

1-800-549-3583
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) unpaid water or sewage bills that constitute a lien against the property whether due and payable or not yet due and payable and and payable or not yet due and payable and which may not be of record, (c) the right of re-demption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed first est and shows

matters of record superior to the security beed 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 0.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 fore-

Georgia, the beed under Power and other fore-closure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Wilmington Savings Fund Society, FSB DBA Christiana Trust as Trustee for HLSS Mortgage Master Trust for the benefit of the Holders of the Series 2014-4 Certificates issued by the HLSS Mortgage Master Trust as agent and At-torney in Fact for Charles L. Hughes and Mi-

torney in Fact for Charles L. Hugnes and Mi-chael C. Hughes Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Piedmont Center, 3575 Pied-mont Road, N.E., Suite 500, Atlanta, Georgia 30335, (404) 994-7400. 1120-15487A

1120-1948/A
THIS LAW FIRM MAY BE ACTING AS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED
FOR THAT PURPOSE. 1120-15487A

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY
Under and by virtue of the Power of Sale
contained in a Security Deed from MEGHAN
WATSON to VISIO FINANCIAL SERVICES, INC., WAISON TO VISIO FINANCIAL SERVICES, INC., dated OCTOBER 31, 2013, and recorded on NOVEMBER 26, 2013, in DEED BOOK 962, PAGE 185, of the UNION County, Georgia Records; as last assigned to VISIO FINANCIAL SERVICES, INC., by Assignment dated JULY 23, 2015, and recorded on AUGUST 3, 2015, recorded at DEED recorded on AUGUST 3, 2015, recorded at DEED BOOK 1013, PAGE 238, aforesaid records; conveying the after-described properly to secure a Note in the original principal amount of FIFTY THREE THOUSAND, SIX HUNDRED THIRTY FOUR Dollars and 00/100 (\$53,634.00) 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 UNION County, Georgia, within the legal hours of sale on the first TUESDAY in NOVEMBER, 2015, the following described property:

ITST LIESDAY IN OVERMISE, 2015, the follow-ing described property:
All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lot 165 of Union County, Georgia, containing 5.725 acres, more or less, as shown on a plat or survey by Rochester & Associates, Inc., dated March 31, 1997 and recorded in Union County records in Plat Book 38, Page 80. Said plat is incorporated berein by reference hereto, for incorporated herein by reference hereto, for a full and complete description of the above described property. Together with a perpetual described property. Together with a perpetual easement for ingress, egress, road and utility service purposes 20 feet in width, running from the Southeast corner of property to an unimproved County Road known as Low Gap Road, said easement being 10 feet on either side of the centerline of a private drive shown on that certain plat for Elbert Dyer by Ray Neal Johnson, RLS of RN Johnson & Associates, Inc., dated May 1978, recorded in Plat Book H, Page 44 Lingon County Reportia records Said Page 44, Union County, Georgia records. Said private drive being between Tract A and Tract B as shown on said plat. Subject to roadway easement as shown on the above referenced plat. Subject to easement for overflow of spring recorded in Dept. 141, Dept. 410, et the Union

Subject to easement for overlow of spring recorded in Book 111, Page 480 of the Union County, GA Land Records.
Subject to reserved water rights.
Being all and the same lands and premises conveyed to EH Pooled Investments LP by Secretary of Housing and Urban Development in a Special Warranty Deed executed 4/1/2013 and recorded 4/3/2013 in Rook 936 Page 122 of Special Warranty Deed executed 4/1/2013 and recorded 4/3/2013 in Book 936, Page 122 of the Union County, GA Land Records. Being all and the same lands and premises conveyed to Secretary of Housing and Urban Development by BAC Home Loans Servicing LP

bevelopment by Act notine Loans Servicing LP in flac Countrywide Home Loans Servicing LP in a Special Warranty Deed executed 04/06/2010 and recorded 10/15/2012 in Book 917, Page 645, of the Union County, GA Land Records. The indebtedness secured by said Security Deed has been and is hereby declared due

Deed has been and is hereby declared due and payable because of, among other possible events of default, non-payment of the monthly installments as required by said 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) and all other payments provided for under the terms of the Security Deed and Note.

payments provided for under the terms of the Security Deed and Note.

Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the prop-erty, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

and matters or record superior to the Security Deed first set out above.

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 entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Visio Financial Services, Inc., 1905 Kramer Lane, Suite B700, Austin, TX 78758, (512) 334-1400. To the best of the In 17736, (312) 334-1400. In the best of the undersigned's knowledge and belief, said property is also known as 170 Red Bird Lane, Blairsville, GA 30512, and the parties in possession of the property is Meghan Watson or a tenant or tenants of said property. VISIO FINANCIAL SERVICES, INC.

As Attorney-in-Fact for MEGHAN WATSON Kenney & Medina, P.C. 3302 McGinnis Ferry Road, Suite 100 Suwanee, Georgia 30024 (770) 564-1600 THE LAW FIRM IS ACTING AS A DEBT COLLEC-

TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY

By virtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from GREGORY G. CARTIER ("Grantor") to PREMIER LAND LIQ-G. CARTIER ("Grantor") to PRÉMIER LAND LIQ-UIDATORS, LLC ("Grantee"), dated August 2, 2013, recorded August 23, 2013, in Deed Book 952, Page 448, Union County, Georgia Records, said Security Deed being given to secure a Note of even date in the original principal amount of Fourteen Thousand Nine Hundred Twenty Five and 00/100 Dollars (\$14,925.00), with interest from date at the rate as provided therein on the unpaid balance until paid. Whereas the debt secured by the said deed to secure debt aforesaid, has become in default as to the principal and interest and the holder thereof has declared the entire indebtedness as once. has declared the entire indebtedness as once immediately due and payable; now, therefore, pursuant to the terms, provisions, and conditions of the aforesaid deed to secure debt and the laws in such cases made and provided for,

the laws in such cases made and provided for, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Blairsville, Union County, Georgia, within the legal hours of sale on the first Tuesday in November, 2015, the following described real property to wit:

All that tract or parcel of land lying and being in Land Lots 6, 7, 8 & 30, 10 District, 1st Section, Union County, Georgia being Lot Forty-Five (45) containing 0.840 acres, more or less, of Pleasant Meadows Subdivision and being shown on a plat of survey by Cleveland & Cox Land Surveying, LLC dated 06/28/13, as recorded in Plat Book 66, Pages 73-74, ("Plat") Union County, Georgia, which description is incorporated herein by reference and made a part hereof.

The property is conveyed subject to the 100' spring head buffer as shown on aforesaid Plat.

Plat.
The property is conveyed subject to the Declaration of Restrictions, Limitations and Covenants running with the land as recorded in Deed Book 667, Pages 65-69, re-recorded in Deed Book 674, Pages 689-693, and the Amendments to the Declaration of Covenants as recorded in Deed Book 709, Pages 622-625, Deed Book 945, Pages 373-378 and Deed Book 947, Page 764, Union County, Georgia records. The property is conveyed subject to the easements to Blue Ridge Mountain EMC as recorded in Deed Book 180, Pages 634-635, Deed Book in Deed Book 180, Pages 634-635, Deed Book 240, Pages 529 and Deed Book 637, Pages 269-270, Union County, Georgia records. Grantor grants to grantee a non-exclusive easement for ingress and egress along the subdivision roads from Pleasant Grove Road to the better described by the subdivision roads from Pleasant Grove Road to the better described by the subdivision of the subdivision for the subdivision

to the above described property as shown on

aforesaid Plat.
Property Address: Lot 45 Pleasant Meadows
Subdivision, Blairsville, GA 30512
The debt secured by the Security Deed has
been and is hereby declared due because of,
among other possible events of default, failure
to comply with the terms of 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, including
attorneys' fees (notice of intent to collect attorneys' fees having been given).

attorneys' fees (notice of intent to collect attorneys' 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 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 Grantee, the above described property is in the possession of Gregory G. Cartier, or a tenant or tenants, and will be sold subject to the outstanding ad valorem taxes and/or assessments, if any.

any. Premier Land Liquidators, LLC As Attorney in Fact for Gregory G. Cartier N(0ct7,14,21,28)B

NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in that certain Commercial Deed to Secure Debt and Security Agreement from E. Swain Stewart and Wanda E. Stewart ("Grant-Swain Stewart and Wanda E. Stewart ("Grant-ors") to and in favor United Community Bank, d/b/a Union County Bank of Union County, Georgia ("Original Lender") dated January 29, 2001 and recorded in Deed Book 363, Page 242, Union County, Georgia records as modi-fication of Mortgage recorded April 16, 2004 in Deed Book 520, Page 607; April 19, 2005 at Deed Book 576, Page 374; April 19, 2006 at Deed Book 641, Page 122; October 9, 2007 at Deed Book 730, Page 478; January 14, 2008 at Deed Book 641, Page 122; October 9, 2007 at Deed Book 641, Page 122; October 9, 2007 at Deed Book 730, Page 478; January 14, 2008 at Deed Book 743, Page 344; May 16, 2008 at Deed Book 761, Page 76; February 25, 2009 at Deed Book 761, Page 677; February 22, 2010 at Deed Book 826, Page 617; June 3, 2011 at Deed Book 826, Page 464; March 11, 2013 at Deed Book 933, Page 94 as assigned to Great Oak Pool, LLC from Original Lender by Assignment of Security Instruments recorded July 9, 2013 at Deed Book 966, Page 562, as assigned to Great Oak GA Owner, LLC ("Lender") by Assignment of Security Deed recorded November 24, 2014 at Deed Book 991, Page 351, aforesaid Georgia records (the "Security Deed"), securing that certain Universal Note dated January 29, 2001 in the original principal amount of \$100,977.00, as last modified by that certain Modification of Promissory Note dated May 10, 2011, in the outstanding principal amount of 2011, in the outstanding principal amount of \$141,866.04 (collectively, the "Note"); there will be sold at public outcry by Lender as attorney-in-fact of Grantor to the highest bid-der for cash between the legal hours for sale before the Courthouse door in Union County,

DEF TO CASH DEWEET THE 1993 HOURS TO SAILE DEFORE THE COURTHOUSE dOOF IN UNION COUNTY, GEORGIA, On the first Tuesday in November, 2015, the following described property (the "Premises") to wit:

LEGAL DESCRIPTION:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 80, 16TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA CONTAINING 1,000 ACRE AND BEING SHOWN AS LOT I AND II ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATES, INC., DATED JUNE 19, 2000, AS RECORDED IN PLAT BOOK 45, PAGE 208, UNION COUNTY, RECORDS, WHICH DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

THE PROPERTY IS SUBJECT TO THE 10 FOOT GRAVEL DRIVE AS SHOWN ON SAID PLAT, WHICH SERVES LOT III, AND TO THE WATER METER AS SHOWN ON SAID PLAT. THE PROPERTY IS SUBJECT TO THE DECLARATION OF PUBLIC USE AS RECORDED IN DEED

TION OF PUBLIC USE AS RECORDED IN DEED BOOK 149, PAGE 141, UNION COUNTY RE-

BUUK 145, 1742 ..., CORDS. THE PROPERTY IS SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN, EMC AS RECORDED IN DEED BOOK 173, PAGE 561, UNION COUNTY

RECORDS.
THE PROPERTY IS SUBJECT TO AN EASEMENT FOR WELL AND WATER LINES, AND A SIGN EASEMENT RECORDED IN DEED BOOK 206, PAGE 582, UNION COUNTY RECORDS.
A PORTION OF THE PROPERTY IS LOCATED IN THE FLOOD PLAIN AS SHOWN ON THE AFOREMENTAINED SUBJECT.

MENTIONED SURVEY. If and as modified and released as shown in the first paragraph above; FURTHER LESS AND EXCEPT that property, if

any, released of record; TOGETHER WITH all buildings, structures, and other improvements now or hereafter located on said property, or any part and parcel there-

TOGETHER WITH all rights, title, and interest of

grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or above the same or any part or parcel thereof; and TOGETHER WITH all and singular the tenes ments, hereditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of grantor of, in, and to the same and of, in, and to every part and paccel thereof; and TOGETHER WITH all fittings and fixtures, whether actually or constructively attached to said property and including all attached machinery, equipment, apparatus, and all trade, domestic, and ornamental fixtures, appliances, and articles of personal property of every ments, hereditaments, easements, and appur-

domestic, and ornamental fixtures, appliances, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon, or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by grantor (hereinafter collectively called "equipment") including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, cooking, incinerating, and power equipment; engines; pipes; pumps; tanks; motors; conduits; gines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, litting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; boilers, ranges, furmaces, oil burners, or units thereof; appliances; air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; dishwashers; attached cabinets; partitions; ducts and compressors; rugs and carpets; mirrors; mantles; draperies; furniture and furnishings; all building materials, supplies, and equipment now gines; pipes; pumps; tanks; motors; conduits; ing materials, supplies, and equipment now intended to be installed therein; all additions to and renewals or replacements of all of the foregoing, and all proceeds and profits of all

Together with any and all rents which are now due or may hereafter become due by reason of the renting or leasing of the property, the improvements thereon, and equipment;

TOGETHER WITH any and all awards or pay-TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the property, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by grantee and of the reasonable attorneys' fees, costs, and disbursements incurred by grantee in connection with the collection of such award or payment. lection of such award or payment.

The indebtedness evidenced by the Note is due and payable and remains unpaid. The Security Deed therefore has become and is now foreclosable according to its terms. Accordingly, the Premises will be sold at public outcry pursuant to the terms of the power of security Payable.

sale provided in the Security Deed.
The Premises will be sold on an "as is, where is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect The proceeds of the sale are to be applied

first to the expenses of the sale and all pro-ceedings in connection therewith, including attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor, subject to all restrictions, easements and other matters of record that are prior to and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Premises.

Please note that Great Oak GA Owner, LLC,

Prease note that Great Oak GA Owner, LLC, whose mailing address of 5-9 Union Square West, Sixth Floor, New York, New York 10003, is the entity that has the full authority to negotiate, amend or modify the terms of the loan documents with you. Great Oak GA Owner, LLC can be contacted through the following representative: Lisa A. Frank, Esq., McCalla Raymer, LLC 900, Halcomb Model Parkway. Received LLC 900 Holcomb Woods Parkway, Roswell, Georgia 30076; (678) 281-6503. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument.

To the best knowledge and belief of the understand the park it is not required.

signed, the party in possession of the Premises is Grantor or a tenant or tenants and said property is more commonly known as 3623 Morris Ford Exchange, Blairsville, Georgia GREAT OAK GA OWNER, LLC

as Attorney-in-Fact for E Swain Stewart and Wanda E. Stewart Lisa A. Frank, Esq.
McCalla Raymer, LLC
900 Holcomb Woods Parkway Roswell, Georgia 30076 (678) 281-6503