

North Georgia News

Legal Notices for December 7, 2016

NOTICE OF ABANDONED VEHICLE

Mfr ID No: 1980 Chevrolet - Monza, License No.: None, Color: Black, Door-2, Body Style: Hatchback, Vin #: 1R07AA7101400

To whom it may concern: The above automobile was initial removed from: Miami/Tampa, FL and is in possession of Gerald England, Jerry's Garage. Attempts to located the owner have been unsuccessful. The vehicle is deemed abandoned under O.C.G.A. § 40-11-2 and will be disposed of if not redeemed. This notice is given pursuant to Georgia Law.

NDec7,14P

NOTICE OF PETITION TO CHANGE NAME

Georgia, Union County

16-CV-366-SG

Notice is hereby given that Marvalan Odell Patton, the undersigned, filed his/her petition to the Superior Court of Union County, Georgia on the 10th day of November, 2016, praying for a change in the name of the petitioner from Marvalan Odell Patton to Maveline Odell Patton. Notice is hereby given pursuant to the law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition.

This 10th day of November, 2016

Marvalan Odell Patton, Petitioner

NNov16,23,30,Dec7P

STATE OF GEORGIA

UNION COUNTY

NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Sally K. Dougherty.

All debtors and creditors of the estate of Sally K. Dougherty, 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 7th day of November, 2016.

By: John Joseph Dougherty

12 Nottley Falls Rd.

Blairsville, GA 30512

NNov23,30,Dec7,14B

STATE OF GEORGIA

UNION COUNTY

NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Rosia Lillian McCarter.

All debtors and creditors of the estate of Rosia Lillian McCarter, 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 7th day of November, 2016.

By: Tiffany Jade Partin

4222 Asheland Overlook

Young Harris, GA 30582

NNov23,30,Dec7,14B

NOTICE OF PETITION TO CHANGE NAME

Georgia, Union County

16-CV-372-RG

Notice is hereby given that Patricia Schaeffern Barnes, AKA Patricia Madeleine Pierette Schaeffern, the undersigned filed her petition to the Superior Court of Union County, Georgia, on the 14th day of November, 2016, praying for a change in the name of petitioner from Patricia Schaeffern Barnes to Patricia Schaeffern Kenney. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition.

This 14th day of November, 2016

Patricia Schaeffern Barnes

Petitioner

NNov23,30,Dec7,14P

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS

STATE OF GEORGIA

COUNTY OF UNION

The undersigned does hereby certify that Sadie Pond Enterprises, Inc. conducting a business as Wet N Wild Car Wash in the City of Blairsville County of Union in the State of Georgia, under the name of Wet N Wild Car Wash and that the nature of the business is Car Wash and that the name and addresses of the persons, firms, or partnership owning and carrying on said trade or business are Sadie Pond Enterprises, Inc., 692 E. Georgia Hwy. 515, Blairsville, Georgia 30512.

NNov30,Dec7B

NOTICE OF SALE UNDER 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 HARRY L. THOMSON AND LOUISE D. THOMSON to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR BANK OF AMERICA, N. A., ITS SUCCESSORS AND ASSIGNS, dated 01/05/2015, and Recorded on 02/12/2015 as Book No. 998 and Page No. 115, UNION COUNTY, Georgia records, as last assigned to BANK OF AMERICA, N.A. (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$184,986.00, 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 hours of sale on the first Tuesday in January, 2017, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66, 9TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING THREE (3) ACRES AS SHOWN ON A SURVEY BY BLAIRSVILLE SURVEYING CO. R. S. 42228 DATED 12/14/93, RECORDED IN PLAT BOOK 31 PAGE 76 UNION COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE.

THE GRANTOR GRANTS TO GRANTEE, THEIR HEIRS, SUCCESSORS AND AGREES TO THE ABOVE DESCRIBED PROPERTY ALONG THE ACCESS DRIVE AS SHOWN ON SAID PLAT. THE ABOVE DESCRIBED PROPERTY MAY NOT BE SUBDIVIDED AND IS CONVEYED SUBJECT TO THE POWER LINE EASEMENT. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). BANK OF AMERICA, N.A. holds the duly endorsed Note and is the current assignee of the Security Deed to the property. BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, acting on behalf of and, as necessary, in consultation with BANK OF AMERICA, N.A. (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP may be contacted at: BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, 7105 CORPORATE DRIVE, PLANO, TX 75024, 800-869-6650. Please note that, pursuant 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 43 PRAISE THE LORD LN, BLAIRSVILLE, GEORGIA 30512 is/are: HARRY L. THOMSON AND LOUISE D. THOMSON or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. BANK OF AMERICA, N.A. as Attorney in Fact for HARRY L. THOMSON AND LOUISE D. THOMSON. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 0000000392021

BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 4004 Belt Line Road, Suite 100 Addison, Texas 75001 Telephone: (972) 341-5398.

NDec7,14,21,28B

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY

Under and by virtue of the Power of Sale contained in that certain Security Deed from Donald W. Westra a/k/a Donald Wayne Westra ("Grantor") to Bank of the Ozarks, successor by merger with Community & Southern Bank ("Grantee"), dated May 23, 2014, filed and recorded June 23, 2014, in Deed Book 978, Page 120, Union County, Georgia Records, (the "Security Deed"), conveying the after-described property to secure that certain Promissory Note dated May 23, 2014, payable to Grantee in the original principal amount of Twenty Five Thousand Four Hundred and 00/100 Dollars (\$25,400.00), with interest thereon as set forth therein (the "Note"), 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 January, 2017, the following described property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 256, 257, 264, 285 & 293, 9th District, 1st Section, Union County, Georgia and being Lot 199 containing 1.36 acres, more or less, in Riverside on Lake Nottely Subdivision Phase 3, and being shown on a plat of survey by Blue Ridge Mountain Surveying, Inc. dated April 24, 2014, as recorded in Plat Book 66, Pages 199-200 ("Plat") Union County, Georgia Records, which description is incorporated herein by reference and made a part hereof. The property is conveyed with and subject to the road easements as shown on aforesaid Plat.

The property is subject to Amended and Restated Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running with the Land for Riverside on Lake Nottely Subdivision as recorded in Deed Book 945, Page 459-477, Union County, Georgia Records.

The property is conveyed subject to the Lota Drive Easement for access and utilities as shown on aforesaid plat.

The property is conveyed subject to all other matters as shown on aforesaid Plat. Grantors also grant to grantee a non-exclusive perpetual easement for the use of the roads for ingress and egress to the above described property.

The indebtedness secured by said Security Deed has been and is hereby declared due and payable 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. 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 as provided by law).

The property will be sold for cash or certified funds and subject to any and all matters of record superior to said Security Deed, outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, zoning ordinances, restrictions, covenants, easements against the property, if any, and subject to any unpaid water and waste bills that constitute liens against the property, whether due and payable or not yet due and payable. The sale will be conducted as set forth herein subject to (1) confirmation prior to the sale that the sale is not prohibited under the U.S. Bankruptcy Code and (2) final confirmation and audit prior to the sale of the status of the loan with the holder of the Security Deed. Grantee reserves the right to sell the property in one parcel or as an entirety, or in such parcels as Grantee may elect, as permitted in the Security Deed.

The following information is being provided in accordance with O.C.G.A. § 44-14-162.2. Bank of the Ozarks is the secured creditor under the Security Deed and loan being foreclosed. The following entity shall have full authority to negotiate, amend, and modify all terms of the above-described Security Deed and associated Note on behalf of the secured creditor: Bank of the Ozarks, Attn: Foreclosures, 6639 Highway 53 East, Dawsonville, GA 30534, (706) 344-3118. O.C.G.A. § 44-14-162.2 states in pertinent part that, "nothing in this subsection shall be construed to require a secured creditor to negotiate, amend, or modify the terms of a mortgage instrument."

To the best of the undersigned's knowledge and belief, the property is known as Lot 199 Riverside Subdivision, Blairsville, Union County, Georgia 30512; and the party in possession of the property is Donald W. Westra a/k/a Donald Wayne Westra, or his tenant or tenants. Bank of the Ozarks, Successor by Merger with Community & Southern Bank, as Attorney-in-Fact for Donald W. Westra a/k/a Donald Wayne Westra

Thompson, O'Brien, Kemp & Nasuti, P.C. 40 Technology Parkway South, Suite 300 Norcross, Georgia 30092 (770) 925-0111

This is notice that we are attempting to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

NDec7,14,21,28B

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY

By virtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from RUSS HENDERSON AND ERICA HENDERSON ("Grantor") to JOANN FAIRCLOTH ("Grantee"), dated JULY 25, 2014, recorded JULY 31, 2014, in DEED BOOK 981, PAGE 171-172, Union County, Georgia Records, said Security Deed being given to secure a Note of even date in the original principal amount of TWENTY-FOUR THOUSAND THREE HUNDRED and 00/100 Dollars (\$24,300.00), 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, 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, 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 January, 2017, the following described real property to wit:

All that tract or parcel of land lying and being in Land Lots 79 & 98, 18th District, 1st Section, Union County, Georgia, being shown as Lot Forty-One (41) containing 0.146 acre, more or less, in River's Edge RV Park, as shown on a plat of survey by Rochester & Associates, Inc., dated 1/22/02, as recorded in Plat Book 50, Page 170, Union County records, which description is incorporated and made a part hereof.

The property is subject to road easements as shown on said plat.

The property is subject to the Declaration of Restrictions as recorded in Deed Book 425, Pages 235-237, amended in Deed Book 431, Pages 318-319, and in Deed Book 441, Pages 38-40, Union County records.

The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 160, Pages 531-532, Deed Book 167, Pages 212-214, and in Deed Book 410, Page 117, Union County records.

The property is subject to the Boundary Line Agreement as recorded in Deed Book 146, Page 479, Union County records.

The property is subject to the Trust Indenture for water/sewer service, as recorded in Deed Book 431, pages 323-330, Union County records.

The property is subject to the Flood Hazard Line as shown on said plat.

Grantor grants to Grantee a non-exclusive perpetual easement for ingress and egress to the entire property along the roads as shown on said plat.

Property Address: Lot 41 River's Edge RV Park Ph. I, 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).

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 Russ Henderson and Erica Henderson, or a tenant or tenants, and will be sold subject to the outstanding ad valorem taxes and/or assessments, if any.

JoAnn Faircloth

As Attorney in Fact for

Russ Henderson and Erica Henderson

12/07/16; 12/14/16

12/21/16; 12/28/16

NDec7,14,21,28B