North Georgia News

Legal Notices for September 13, 2017

COUNTY OF UNION
STATE OF GEORGIA
IN RE: ESTATE OF
WILLIAM BRENT SOUTHARD, DECEASED ESTATE NO 17-99

IN THE PROBATE COURT

WILLIAM BRENT SOUTHARD, DECEASED ESTATE NO. 17-99
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
Carolyn J. Southard has petitioned (for Letters of Administration) to be appointed Administrator of the estate of William Brent Southard, deceased, of said County. (The petitioner 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 October 2, 2017. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing feesmust be tendered with your pleadings/objections before a probate court clerk, and filling 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 filling 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. Dwain Brackett PROBATE JUDGE By: Kristin Stanley PROBATE CLERK 65 Courthouse St., Ste. 8

65 Courthouse St., Ste. 8 Blairsville, GA 30512 (706) 439-6006

IN THE PROBATE COURT OF UNION COUNTY STATE OF GEORGIA IN RE: ESTATE OF TRINITY JAMES DEMAR BULLOCK, MINOR

Date of mailing, if any ______ Date of second publication, if any September 13,

2017

of second publication, if any September 13, 2017
TO: Jerry James Bullock, Jr
You are hereby notified that Robert Bradly Lester & Shawna Renee Lester has filed a Petition seeking to be appointed temporary guardian(s) of the above-named Minor. All objections to the Petition to the appointment of a temporary guardian or the appointment of a temporary guardian or the appointment of the Petitioner (s) as temporary guardian(s), must be in writing, setting forth the grounds of any such objections, and be filed with this Court no later than fourteen (14) days after this notice is mailed, or ten (10) days after this notice is personally served upon you, or ten (10) days after the second publication of this notice if you are served by publication. All objections should be sown to before a notary public or Georgia probate court clerk and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees.

NOTE: If a natural guardian files a timely objection to the creation of the temporary guardianshib. the Petition will be dismissed. If a natural suardian files a file and the second of the demorance of the second of the demorary guardianshib. the Petition will be dismissed. If a natural suardian files a file of the second of the demorary guardianshib. the Petition will be dismissed. If a natural suardian files a file of the second of the seco

NOTE: If a natural guardian files a timely objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the Petitioner(s) as guardian(s), or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall be scheduled at a later date. If no objection is filed, the Petition may be granted without a hearing.

Dwain Brackett

Judge of the Probate Court
By: Kristin Stanley
Cilerk of the Probate Court
65 Courthouse St., Suite 8

65 Courthouse St., Suite 8 Blairsville, GA 30512 Addres Audress (706) 439-6006 Telephone Number

NOTICE OF INCORPORATION
Notice is given that the Articles of Incorporation that will incorporate Bayside POA Inc.
have been delivered to the Secretary of State
for filing in accordance with the Georgia Nonprofit Corporation Code. The initial registered
office of the corporation is located at 57 Sears
Way, Blairsville, Georgia 30512, and its initial registered agent at such address is Jack
Lance, Jr.
NSGen6,13IP

NOTICE OF INCORPORATION

Notice is given that the Articles of Incorpora-tion that will incorporate Union County Re-publican Party, Inc. have been delivered to the Secretary of State for filing in accordance the Secretary of State for filling in accordance with the Georgia Nonprofit Corporation Code. The initial registered office of the corporation is located at 276 Lost Forest Road, Blairsville, Georgia 30512, and its initial registered agent at such address is Dale A. Allison, Jr.

STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Tommy G(ene) Jones,
All debtors and creditors of the estate of
Tommy G(ene) Jones, 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 September, 2017.

By: Donald G. Jones 36 Cozy Cove Trail Blairsville, GA 30512

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Bessie Sue Boyd,
All debtors and creditors of the estate of
Bessie Sue Boyd, 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).

tate are required to make immedia to the Personal Representative(s). This 7th day of September, 2017. By: Luther Allen Johnson 631 Crestwood View Blairsville, GA 30512 N(Sept13,20,27,0ct4)E

STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Anne B. Rutherford,
All debtors and creditors of the estate of

All debtors and creditors of the estate of Anne B. Rutherford, 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 September, 2017.
By: Laurel Lori Anne Duckworth 3169 Trout Place Rd. Cumming, GA 30041 MSep113,20,27,0ct408

N(Sept13,20,27,0ct4)B STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
MOTICE TO DEBTORS AND CREDITORS
RE: Estate of Colleen Jewel Judy,
All debtors and creditors of the estate of
Colleen Jewel Judy, 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 8th day of September, 2017.
By: Joseph Benjamin Gainey, Jr.
11930 Chaffin Rd.
Roswell, GA 30075
M(Sept13.02.7.0ct/)B

IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA In Re: Logan Jonathan Clark

DOB: 05-02-2009
PETITIONER:
BRENDA DYE HONEYCUTT
CASE NO. RG 17-A7-9
SERVICE BY PUBLICATION
TO: SHANNON RENEE CLAYBORNE
LAST KNOWN ADDRESS UNKNOWN
PRESENT WHEREABOUTS UNKNOWN
A Petition for Termination of Parental Rights
and Adoption of a Child by a Relative has been
filed in the Superior Court of Union County,
Georgia by Petitioner BRENDA DYE HONEYCUTT.
You are therefore given notice of said suit and DOB: 05-02-2009

CUTT.

You are therefore given notice of said suit and are directed to file any response within sixty (60) days of the Order for Publication entered by the Court on August 29, 2017. You are hereby commanded and required to file with the clerk of said Court and serve upon Janna D.

Akins, Petitioner's attorney, whose address is 80 Town Square, P.O. Box 923, Blairsville, Geor-gia, an answer to the Petition. Witness the hand of the Honorable Raymond E. George, Superior Court Judge, Union County, this 6th day of September, 2017.

Judy Odom Clerk of Union County Superior Court N(Sept13,20,27,0ct4)B

PUBLIC INPUT REQUESTED
FOR THE STATE OF GEORGIA'S
Draft Consolidated Annual Performance and
Evaluation Report (CAPER) FFY2016/ SFY2017
The State of Georgia, in compliance with applicable U.S. Department of Housing and Urban
Development (HUD) regulations, has prepared
a draft version of the State's Consolidated
Annual Performance and Evaluation Report
(CAPER) for the Federal Fiscal Year 2016. The
CAPER is the annual review of the State's performance in meeting the goals and objectives care is the almost review of the State's per-formance in meeting the goals and objectives identified in the 2013-2017 Consolidated Plan and FY 2016 Annual Action Plan. Note that the CAPER also includes the State CDBG Per-formance and Evaluation Report (State PER) formance and Evaluation Report (State PER) for the State of Georgia Community Development Block Grant (CDBG) Program. The State of Georgia encourages citizens, public agencies and other interested parties to review the contents of its draft CAPER and to submit their written comments. Note that for the State of Georgia Community Development Block Grant (CDBG) Program, the CAPER also includes the State CDBG Performance and Evaluation Report (State PER). The State PER is also available as described below and citizens, public agencies and other interested parties are encouraged to review the contents of the draft State PER and to submit written comments. to submit written comments.
The report will be available for review on Sep-

The report will be available for review on September 12, 2017 after 5 p.m.

http://www.dca.ga.gov/communities/CommunityInitiatives/programs/ConsolidatedPlan.asp
The report may also be obtained upon request
from the Georgia Department of Community
Affairs by calling (404) 679-4840 or by e-mail
to housingplanning@dca.ga.gov. TDD users
may call (404) 679-4915 to request a copy.
All written comments should be submitted by
email or postal mail no later than Wednesday,
September 27. 2017 at 5:00 p.m.

September 27, 2017 at 5:00 p.m.
Georgia Department of Community Affairs
Housing Finance and Development
Attn: CAPER – GHFA HOME Admin
60 Executive Park South, NE
Atlanta, GA 30329-2231

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Patricia Edstrom,
All debtors and creditors of the estate of
Patricia Edstrom, 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 3rd day of July, 2017.
By: Daniel Lee Edstrom
5651 Kalogridis Rd.
Haines City, FL 33844
N/Muq03.89816.13.2018

STATE OF GEORGIA UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Martha Cook Cone,
All debtors and creditors of the estate of
Martha Cook Cone, 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 14th day of August, 2017.
By: Todd Penland Cone
PO Box 397
Blairsville, GA 30514
Nidmo30.8emis 13.208

IN THE PROBATE COURT OF UNION COUNTY STATE OF GEORGIA

IN RE: RICHARD H. CROWELL, DECEASED

NOTICE OF PETITION TO FILE FOR YEAR'S SUP-

PORT
The Petition of Linda L. Crowell for a year's support from the estate of Richard H. Crowell 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 September 25, 2017 why said Petition should not be granted. All objections to the Petition must be in writing setting forth the grounds of any such

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 objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel 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. Dwain Brackett

Dwain Brackett Judge of the Probate Court By: Kristin Stanley Clerk of the Probate Court 65 Courthouse St., Suite 8 Blairsville, GA 30512

(706) 439-6006 Telephone Number

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from LINDA F. SWINSON, RONALD G. SWINSON to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC AS NOMINEE FOR VILLAGE CAPITAL AND INVESTMENT, LLC, dated January 20, 2015, recorded January 30, 2015, in Deed Book 997, Page 203, Union County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Twenty-Nine Thousand Five Hundred Sixty and 00/100 dollars (\$129,560.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Village Capital & Investment, LLC, there will be sold at public Investment, LLC, there will be sold 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 October, 2017, all property described in said Security Deed including but not limited to the following described anneating.

Nours of sale on the first Tuesday in October, 2017, all property described in said Security Deed including but not limited to the following described property:
6.29 ACRES, MORE OR LESS, LYING AND BEING IN LAND LOT 78 OF THE 16TH DISTRICT, 1ST SECTION OF UNION COUNTY, GEORGIA AND BEING IN LAND LOT 78 OF THE 16TH DISTRICT, 1ST SECTION OF UNION COUNTY, GEORGIA AND BEING TORE SURVEY FOR MRS. EUNICE SWINSON BY JACK STANLEY, UNION COUNTY GEORGIA SURVEYOR DATED MAY 11, 1981, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT AT THE CENTER OF OLD SULLIVAN ROAD, SAID POINT BEING FORMED BY THE INTERSECTION OF THE SOUTHWEST CORNER OF PROPERTY NOW OF FORMERLY OWNED BY MARJORIE S. MCCURLEY, THENCE TWO COURSES AND DISTANCES ALONG THE CENTERLINE OF SAID ROAD AS FOLLOWS:

BEGINNING AT A POINT AT THE CENTER OF OLD SULLIVAN ROAD, SAID POINT BEING FORMED BY THE INTERSECTION OF THE SOUTHWEST CORNER OF PROPERTY NOW OF FORMERLY OWNED BY MARJORIE S. MCCURLEY, THENCE TOWNED BY MARJORIE S. MCCURTEY THENCE TOWNED BY MARJORIE S. MCCURTEY THENCE TOWNED BY MARJORIE S. MCCURTEY THE SEAST 781.1 FEET TO AN IRON PIN; THENCE SOUTH 24 DEGREES 40 MINUTES WEST 342.7 FEET TO A ROCK CORNER AT THE BASE OF A DOUBLE MAPLE TREE; THENCE NORTH 64 DEGREES 58 MINUTES WEST 788.0 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO AN EASEMENT FOR ACCESS AS SHOWN ON THE AFORESAID PLAT OF SURVEY FOR MRS. EUNICE SWINSON BY JACK STANLEY, UNION COUNTY, GEORGIA, CONTAINING 4.618 ACRES, MORE OR LESS, AND BEING DESIGNATED AS TRACTS A & C OF MS. EUNICE SWINSON SUBBUISION ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATES, INC. RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 45, PAGE 239, SAID PLAT OF SURVEY BY ROCHESTER & AS

Said legal description being controlling, however the property is more commonly known as 855 OLD SULLIVAN RD, BLAIRSVILLE, GA

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness re-maining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

security been and note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is LINDA F. SWINSON, RONALD G. SWINSON, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under Said property will be sold on an "as-is" ba-

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.

Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Village Capital & Investment, LLC, Loss Mitigation Dept., 1 Corporate Drive, Ste 360, Lake Zurich, IL 60047, Telephone Number: 1-866-397-5370.

VILLAGE CAPITAL & INVESTMENT. LLC

VILLAGE CAPITAL & INVESTMENT, LLC

as Attorney in Fact for LINDA F. SWINSON, RONALD G. SWINSON THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FED-WILL BE USED FOR THAT PURPOSE.
Attorney Contact: Rubin Lublin, LLC, 3145
Avalon Ridge Place, Suite 100, Peachtree Cor-

ners, GA 30071 Telephone Number: (877) 813-0992 Case No. DMI-17-04345-1 Ad Run Dates 09/06/2017, 09/13/2017, 09/20/2017, 09/27/2017 www.rubinlublin.com/property-listings.phpc

THAT PURPOSE.

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR

INTURNATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Tracie Lynn Crutchfield to Mortgage Electronic Registration Systems, Inc., as nominee for Corridor Mortgage Group, Inc., its successors and assigns, dated February 27, 2015, recorded in Deed Book 999, Page 333, Union County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 1066, Page 57, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED AND 0/100 DOLLARS (\$124,900.00), ONE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED AND 0/100 DOLLARS (\$124,900.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in October, 2017, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOT 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 Security Deed and by law, including attorney's fees (notice of intent to collect attorney's 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. Wells Fargo Bank, N.A. is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306 1-800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Tracie Lynn Crutchfield or a tenant or tenants and said property is more commonly known as 1395 Town Creek School Rd, Blairsville, Georgia 30512. 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 that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation that the sale i by said Security Deed has been and is hereby Lot 53, 16th District, 1st Section, Union County, Georgia, and being Tract 1, containing 1.701 acres, as shown on a plat of survey for Cora Dixon by Cleveland & Cox Land Surveying, LLC, Roger L. Owenby, G.R.L.S. #2763, dated June 26, 2013 and filed of record on February 23, 2015 in Plat Book 67, Page 93 in the Office of the Clerk of Superior Court, Union County, Georgia. Said plat is incorporated herein by reference hereto, for a full and complete describid or of the above described property. The above described property is conveyed together with and subject to that certain Well & Water Distribution Easement Agreement and Access

white and subject to that certain were a water Distribution Easement Agreement and Access Easement Agreement filed of record in Deed Book 998, Pages 730-34 in the Office of the Clerk of Superior Court, Union County, Georgia. MR/kdh 10/3/17 Our file no. 5209417 - FT7

COUNTY OF UNION
NOTICE OF SALE UNDER POWER
Because of a default under the terms of the
Security Deed executed by Lori Andersen to

Security Deed executed by Lori Andersen to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc., its successors and assigns dated March 11, 2008, and recorded in Deed Book 752, Page 572, Union County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Nationstar Mortgage LLC, securing a Note in the original principal amount of \$125,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in

amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, October 3, 2017, during the legal hours of sale, before the Courthouse door in said 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 the 11 District, 1st Section, Land Lot 339 of Union County, Georgia, and being Lot 2, Suches View Subdivision, containing 1.301 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc. dated January 14, 1997, and last revised March 27, 2001, and re-1997, and last revised March 27, 2001, and re-corded in Union County Records in Plat Book 49, Page 97. Said plat is incorporated herein, by reference hereto, for a full and complete de-scription of the above described property.

by reference hereto, for a full and complete description of the above described property. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property, and rights to an easement for parking and turnaround, as recorded in Deed Book 482 at Page 337. Said property is known as 90 Suches View Drive, Suches, GA 30572, together with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, 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.

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

The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as

penses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.

The property is or may be in the possession of Lori Moose, a/k/a Lori Andersen a/k/a Lori Andersen Moose, successor in interest or tenant(s). Nationstar Mortgage LLC d/b/a Mr. Cooper as Attorney-in-Fact for Lori Andersen File no. 17-064809

SHAPIRO PENDERGAST & HASTY, LLP*
Attorneys and Counselors at Law
211 Perimeter Center Parkway, N.E., Suite 300
Atlanta, GA 30346
770-220-2535/SJ
shapiroandhasty.com

*THE LAW FIRM IS ACTING AS A DEBT COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 09/06, 09/13, 09/20, 09/27, 2017 [FC-NOS]

Sept6,13,20,27)B

NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER STATE OF GEORGIA UNION COUNTY
WHEREAS, Taylor W. Jones ("Borrower"), did execute and deliver to United Community Bank North Georgia ("Original Lender") that certain Security Deed (the "Security Deed"), made as of June 24, 2002, filed and recorded on July 8, 2002 in Deed Book 423, Page 372, with the Clerk of the Superior Court of Union County, Georgia (the "Union County Records"), as such Security Deed was modified on June 20, 2009, as filed and recorded in Deed Book 808, Page 613, as modified on January 27, 2010, as filed and recorded in Deed Book 808, Page 613, as filed and recorded in Deed Book 825, Page 185, in the Union County Records, modified on April 4, 2011, as filed and recorded in Deed Book 864, Page 332, in the Union County Records, as modified on October 4, 2011, as filed and recorded in Deed Book 902, Page 359, in the Union County Records, as granted, sold, assigned, transferred and conveyed by Original Lender to Great Oak Pool I, LLC, pursuant to that Assignment of Security Interest, effective as of June 21, 2013, filed and recorded July 9, 2013 in Deed Book 946, Page 618, in the Union County Records, as amended and modified by the Easement Agreement in Deed Book 1003, Page 55 in the Union County Records, as amended and modified by the Easement Agreement in Deed Book 1003, Page 366, and as further granted, sold, assigned, transferred and conveyed to AC 21A, LC ("Holder"), pursuant to that Assignment of Debt and Lien, effective as of August 16, 2017, filed and recorded August 18, 2017 in Deed Book 1082, Page 133, in the Union County Records (the Security Deed, as so modified and WHEREAS, under and pursuant to the Security Instrument"); and WHEREAS, under and pursuant to the Security Instrument Rorrower thereby irrevo-

assigned, is hereinafter called the "Security Instrument"); and WHEREAS, under and pursuant to the Security Instrument, Borrower thereby irrevocably mortgaged, granted, bergained, sold, conveyed, transferred, pledged, set over and assigned, and granted a security interest to Holder (as successor and assign of Original Lender), its successors and assigns, with power of sale, in all of Borrower's estate, right, title and interest in, to and under any and all of the following described property, whether then owned or thereafter acquired (collectively, the "Property"):

owned or thereafter acquired (collectively, the "Property"):
All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 184 of Union County, Georgia, containing 12.241 acres, more or less, as shown on a plat of survey by LandTech Services, Inc., James L. Alexander, G.R.L.S. No. 2653, dated June 5, 2002, and recorded in Union County Records in Plat Book 48, Page 107. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above-described property.

complete description of the above-described property. The property conveyed by this deed to secure debt shall include all of Grantor's rights and easements under and subject to that certain Easement Agreement between Allison Jones Cippola and Grantor (acting by and through his duly appointed guardian and conservator Margaret Downing) dated April 8, 2015, and recorded April 8, 2015, at Deed Book 1003, pages 54-57, of the Records of the Clerk of the Superior Court of Union County. Being and intended to be the same property conveyed by Warranty Deed dated April 28, 1973, from Junior E. Davis and Irene Patterson Davis in favor of Taylor W. Jones and recorded in Union County Records in Deed Book 74, Page 151. Being and intended to be the same property conveyed by Warranty Deed dated April 28, 1973, from Archie Patterson in favor of Taylor W. Jones and recorded in Union County Records in Deed Book 74, Page 150. Being and intended to be the same property conveyed by Warranty Deed dated June 24, 1974, from E.C. Wintermute in favor of Taylor W. Jones and G. Larry Hamrick and recorded in Union County Records in Deed Book 81, Page 71. Being and intended to be the same property Records in Deed Book 81, Page 71.

in Union County Records in Deed Book 81, Page 71. Being and intended to be the same property conveyed by Warranty Deed dated November 1, 1975, from G. Larry Hamrick in favor of Taylor W. Jones and recorded in Union County Records in Deed Book 91, Page 91. Subject to all easements, restrictions and rights-of-way as shown on plat recorded in Union County Records in Plat Book C, Page 113 and in Plat Book 48, Page 107. Subject to flowage easement recorded in Union County Records in Deed Book EE, Page 252-53.

525-53.
Subject to Application for Conservation Use recorded in Union County Records in Deed Book 329, Page 765.

329, Page 765.
Subject to reservation of a 25 foot road rightof-way as shown in Warranty Deed recorded in
Union County Records in Deed Book 74, Pages
21-22 on the three acre tract shown as Tract
2 in Warranty Deed recorded in Union County
Records in Deed Book 74, Page 151 (Junior
E. Davis and Irene Patterson Davis in favor of
Taylor W. Jones.)

E. Davis and Irene Patterson Davis in favor of Taylor W. Jones.)
Subject to reservation of a 25 foot road right-of-way as shown in Warranty Deed recorded in Union County Records in Deed Book 73, Page 361 on the three acre tract shown as TOGETHER WITH all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances then or thereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Borrower claim and demand whatsoever of Borrowe therein or thereto, either at law or in equity, in

ossession or in expectancy, then or thereafter acquired;
WHEREAS, the Security Instrument secures, in part, that certain Note ("Loan"), with a maturity of June 21, 2003, executed by Borrower, as amended by the Note with a maturity date of June 201, 2010, as amended by the Promissory Note, dated January 27, 2010, further amended by the Promissory Note, dated April 4, 2011, further amended by the Promissory Note, dated October 4, 2011, further amended by the Promissory Note, dated October 4, 2011, further amended by the Promissory Note, dated October 4, 2011, further amended by the Promissory Note, dated October 4, 2011, further amended by the Promissory Note, dated Agreement, dated October 6, 2012, , and payable to the Original Lender, which Loan was endorsed and assigned by Original Lender to Great Oak Pool I, LLC and then to Holder, the Loan and all other documents executed in connection with

the Original Lender, which Loan was endorsed and assigned by Original Lender to Great Oak Pool I, LLC and then to Holder, the Loan and all other documents executed in connection with the Loan are herein collectively referred to as the "Loan Documents" and WHEREAS, defaults and Events of Default (as defined in the Security Instrument) have occurred and are continuing under the Loan Documents and the Security Instrument, specifically including, without limitation, the failure of Borrower to make the payments due under the Loan Documents when such payments were due; and WHEREAS, by reason of such defaults and Events of Default, the Debt (as defined in the Security Instrument) has been, and is hereby, accelerated and declared immediately due and payable, and the Security Instrument has become, is, and is hereby subject to foreclosure as provided by law, the Loan Documents and the Security Instrument; and NOW, THEREFORE, under and pursuant to the power of sale contained in the Security Instrument and according to the terms of the Security Instrument and he I laws in such cases made and provided, Holder will expose the Property for sale, at public sale to the highest bidder, for cash on that certain first Tuesday in October, 2017, being October 3, 2017, during the legal hours for sale, before the courthouse door in Union County, Georgia. 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 assessments and zoning ordinances, and matters of record superior to the Security Deed set out above. The Debt remaining in default and the aforesaid defaults and Events of Default continuing, the sale of the Property under and pursuant to the power of sale contained in the Security Instrument and pursuant to the power of sale contained in the Security Instrument and pursuant to applicable law.

for in the Security Instrument and pursuant to applicable law. The Property will be sold on an "as is, where is" basis without recourse against Holder and without representation or warranty of any kind or nature whatsoever with respect thereto, with no assurance afforded as to the exact acreage of the Real Estate. To the best of Holder's knowledge and belief, the Property is presently owned by Borrower, subject to the aforesaid interests of Holder, the Order and the matters set forth herein, and Borrower is the party in possession of the Property, subject to the aforesaid interests. The notice to Borrower has been provided

Property, subject to the aforesaid interests. The notice to Borrower has been provided by Holder to Borrower has been provided to C.G.A. § 44-14-162.2.

The undersigned may sell the Property or any part of the Property in such manner and order as Holder may elect and may sell that portion of the Property, which, under the laws of the State of Georgia, constitutes an estate or interest in real estate separately from that portion of the Property, which, under the laws of the State of Georgia, constitutes personalty and not an interest in the real estate, in which case separate bids will be taken therefor, or case separate bids will be taken therefor, or collectively in a single sale or lot, in which case a single bid will be taken therefor. Notice of the undersigned's intent shall be given by announcement made at the commencement of the public sole.

announcement made at the commencement or the public sale.
The recitals set forth hereinabove are hereby incorporated in and made a part of this Notice of Sale Under Power.
To the best knowledge and belief of Holder, the described Property is in the possession of Borrower, and said Property is more commonly known as 335 Taylor Jones Drive, Blairsville, Georgia 30512.

known as 335 laylor Jones Drive, Diairsvine, Georgia 30512.

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 as to the status of the loan with the Holder of the Security Deed.

ac 21a, Ilc as Attorney-in-Fact for TAYLOR W. JONES /s/Todd J. Poole Todd J. Poole, Esq. Jon David W. Huffman, Esq. Jon David W. Hurrman, Esq Poole Law Group 315 W. Ponce de Leon Ave. Suite 344 Decatur, Georgia 30030 Telephone: 404-373-4008 THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.