## North Georgia News

Legal Notices for January 23, 2012 NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF UNION **NOTICE OF SALE UNDER POWER** 

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Thomas K. Gillispie and Jennifer Anne Gillispie to Mortgage Electronic Registration
Systems, Inc as nominee for First Guaranty Mortgage Corporation its successors and assigns, dated February 12, 2009, recorded in Deed Book 792, Page 298, Union County, Georgia Records, as last transferred to LoanCare, A Division of FNF Servicing, Inc. by assignment recorded in Deed Book 920, Page 632, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 0/100 DOL-LARS (\$200,871.00), 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 February, 2013, the following described property: The following described property situated in Union Coun-ty, Georgia, to wit: All that tract or parcel of land lying and being in District 9, Land Lot 48, 1st Section of Union County, Geor-gia, containing 1.50 acres, more or less, as shown on a plat of survey prepared by Owenby Land Surveying Inc. dated June as shown oil a plat of sturvey prepared by Owenby Land Surveying, Inc., dated June 28, 2004 and recorded in Plat Book 54, Page 191, Union County, Georgia records, Said plat being incorporated herein by ref-erence for a more complete description of said property. And being the same property conveyed to Thomas K. Gillispie and Jennifer Anne Gillispie, husband and wife as joint tenants with right of survivorship, and not as tenants in common, by virtue of QuitClaim Deed from Thomas K. Gillispie, married man, dated October 20, 2008, ar recorded November 03, 2008, in Deed Book 779, page 84, among the land records of Union County, State of Georgia. Tax ID No. 006-075A February 12, 2009 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 in-tent to collect attorney's fees having been

given). Loancare Servicing Center holds the Note and Security Deed to the above-ref-erenced property and services the abovereferenced loan on behalf of the current owner of the Ioan: LoanCare, A Division of FNF Servicing, Inc.. Loancare Servicing Center can be contacted at 800-909-9525 or by writing to 3637 Sentara Way, Suite 303, Virginia Beach, VA 23452, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. To the best knowledge and belief of the undersigned. the party in possession of the property is Thomas K. Gillispie and Jennifer Anne Gillispie or a tenant or tenants and said property is more commonly known as 445 Dockery Creek Road, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not pro-hibited 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. LoanCare, A Division of FNI Servicing, Inc. as Attorney in Fact for Thomas K. Gillispie and Jennifer Anne Gillispie Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/tg5 2/5/13 Our file no. 1736511-FT1 GEORGIA. UNION COUNTY GEORGIA, UNION COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Constance R. Schabowsky and Robert L. Schabowsky to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services Leg. its avecage reproductions.

Services, Inc., its successors and assigns dated December 11, 2007 in the amount of \$178.000.00. and recorded in Deed Book 739, Page 254, Union County, Georgia Re-cords; as last transferred to Cenlar FSB by assignment; the undersigned, Cenlar FSB of said indebtedness due and pavable and pursuant to the power of sale contained in said deed, will on the first Tuesday in Feb-

ruary, 2013, during the legal hours of sale, at the Courthouse door in Union 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 132, 9th District, 1st Section, Union County, Georgia, containing 1.047 acres and being more particularly de-scribed as Lot Fourteen (14) of Hood Acres as shown on a plat of survey by Southern Geosystems Ltd., R.L.S. #2298, dated August 14, 2006 and recorded in Plat Book 58, Page 94, Union County Records. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

Said property is subject to the restrictions recorded in Deed Book 676, Pages 715-720, Union County Records. Said property is sub-ject to the easement granted to Blue Ridge Mountain EMC as recorded in Deed Book 664, Pages 23-24, Union County Records. Grantor grants to grantee a perpetual, non-

sonal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. 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 my Seed 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 Constance R. Schabowsky and Robert L. Schabowsky and the proceeds of said sale

McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdvcandler.com The North Georgia News Publication Dates: 01-09-2013, 01-16-2013, 01-23-2013. 01-30-2013 File No. 12-08938 /FHLMC/mtucker THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A NOTICE OF SALE UNDER POWER GEORGIA. UNION COUNTY

Cenlar FSB

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Tracey M King to Mortgage Electronic Registration Systems, Inc. as nominee for Southern Highlands Mortgage, LLC, its successors and assigns dated February 4.2008 in the apparent 4.501.100.00 LLC, its successors and assigns dated repr ruary 4, 2008 in the amount of \$191,100.00, and recorded in Deed Book 747, Page 182, Union County, Georgia Records; as last transferred to Branch Banking and Trust Company by assignment; the undersigned, Branch Banking and Trust Company pur-suant to said deed and the note thereby secured, has declared the entire amount

ruary, 2013 , during the legal hours of sale, at the Courthouse door in Union 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 9th District, 1st Section, Land Lots 267 & 238 of Union County, Georgia, containing 1.013 acres, more or less and being Lot Four (4) of Tanglewood Circle Subdivi sion, as shown on a plat of survey by M E Richards, dated 3/11/95 and recorded in Union County Records in Plat Book S Page 115, and said plat is incorporated herein, by reference hereto, for a full and complete description of the above property Subject to a roadway easement as shown Subject to an easement to Blue Ridge Mountain EMC recorded in Union County Records in Deed Book 146 Pages 76-77 which has the property address of 352 Tanglewood Circle, Blairsville, Georgia., to-gether with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-

ments, protective covenants or restrictions, liens, and other superior matters of record

liens, and other superior matters of record which may affect said property.

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 said indebtedness due and pavable and

pursuant to the power of sale contained in said deed, will on the first Tuesday in Feb-

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 Tracey M King 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 under-signed will execute a deed to the purchaser as provided in the aforementioned Security Deed. Branch Banking and Trust Company Attorney in Fact for Tracey M King McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com The North Georgia News Publication Dates: 01-09-2013, 01-16-2013,

THIS LAW FIRM IS ACTING AS A DEBT COL-

LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL

UNION COUNTY
Pursuant to the Power of Sale contained in

rublication Dates. 01-09-2013, 01-1 01-23-2013, 01-30-2013 File No. 12-07423 /FHLMC/wmorgan

BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER.

a Security Deed given by Angelia D Maltby and Benjamin T Maltby, Jr. to Mortgage Electronics Registration Systems, Inc. as nominee for United Community Bank, d/b/a United Community Mortgage Services, Inc. dated 4/22/2010 and recorded in Deed Book 831 Page 499, UNION County, Georgia records; as last transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, conveying the after-described property to secure a Note in the original principal amount of \$ 245,471.00, 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 Court-house door of UNION County, Georgia, with-in the legal hours of sale on February 05,

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 Lots 322 & 323, 9th District, 1st
Section, Union County, Georgia, containing
1.752 acres and being shown as Lot Fourteen (14) of Old Birch Bend on a plat of
Survey by Rochester & Associates Inc. 85 survey by Rochester & Associates, Inc., RS #2349, dated 5/4/04, revised 10/30/04 and recorded in Plat Book 55 page 198 Union County records, which description on said plat is hereby incorporated by reference and made a part hereof. The property is subject to the road ease-ments as shown on said plat and to all ex-isting road and utility easements. The property is subject to the restrictions recorded in Deed Book 149 pages 117-118 Union County records and to the Release From Restrictions recorded in Deed Book 155 page 287 and in Deed Book 155 page 591 Union County records. The property is subject to the restrictions recorded in Deed Book 569 pages 500-504 Union County records. The property is subject to an easement to Blue Ridge Mountain EMC recorded in Deed Book 151 pages 378-380 Union County records. The property is subject to the flood hazard area as shown on said plat. This sale will be made subject to any right of the United States of America to redeem the hereinabove described property within 120 days from the sale date aforesaid, in order to satisfy certain outstanding federal tax liens.

The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of

default, failure to pay the indebtedness as and when due and in the manner pro-vided 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

in the Security been and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 93 Chimney Stone Road, Blairsville, GA 30512-0000 together with all fixtures and personal

property attached to and constituting a part of said property, if any. To the best knowl-edge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Angelia D Maltby and Benjamin T Maltby, Jr. or tenant or tenants. Bank of America is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established Home Loan Assistance Dept. 7105 Corporate Drive
Plano, TX 75024
(800) 846-2222
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 sew-age bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any

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 foreclo-sure documents may not be provided until final confirmation and audit of the status of TIMAL CONTINGATION AND AUDIT OF THE STATUS OF THE IDAM AS PROVIDED IMMEDIATELY ABOVE. BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVIC-ING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP as agent and Attorney in Fact for Angelia D Maltby and Benjamin T Maltby. Ir

assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

Maltby, Jr. Aldridge Connors, LLP, 15 Piedmont Center, 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. 1016-654776A

debtedness, secured by a Security Deed ex-ecuted by William E Campbell to First Horizon Home Loan Corporation dated January 13, 2004 in the amount of \$155,000.00, and recorded in Deed Book 506, Page 448, Union County, Georgia Records; as last transferred to First Horizon Home Loans a division of First Tennessee Bank National Association by assignment; the undersigned, First Horizon Home Loans a division of First Ten-nessee Bank National Association pursuant to said deed and the note thereby secured. has declared the entire amount of said in-debtedness due and payable and pursuant to the power of sale contained in said deed. will on the first Tuesday in February, 2013 during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

Because of default in the payment of the in-

All that tract or parcel of land lying and being in the 1st Section, 7th District, Land Lot 94, Union County, Georgia, containing 4.58 acres, and being Lot Six (6) of Skeenah Highlands as shown on a plat of survey by Roy A. Terrell, RS # 1700, dated 11/26/84 and recorded in Plat Book P Page 203 Union County records which description on said County records, which description on said plat is incorporated herein by reference The property is conveyed subject to the road easement as shown on said plat.

The property is conveyed subject to the restrictions in Deed Book 155, Page 412, Union Courts records. Union County, Georgia records.
The property is conveyed subject to the powerline easement granted to Blue Ridge Mountain EMC recorded in Deed Book 155, Mountain EMC recorded in Deed Book 155, Page 409, Union County, Georgia records. Also a perpetual easement of ingress and egress to the above property along the roads as shown on said plat of survey. which has the property address of 3930 Highland Lane, Blairsville, Georgia., to-gether with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

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 Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed.

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-Said property will be sold as the property of William E. Campbell and Patricia Campbell 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. First Horizon Home Loans a division of First Tennessee Bank National Association Attorney in Fact for McCurdy & Candler, L.L.C. (404) 373-1612

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

www.mccurdycandler.com The North Georgia News Publication Dates: 01-09-2013, 01-16-2013, 01-23-2013, 01-30-2013 File No. 11-00631 /FNMA/efisher THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTICE OF SALE UNDER POWER Because of a default in the payment of

the indebtedness secured by a Security Deed executed by Johnny F. Williams to Mortgage Electronic Registration Systems,

Inc. as nominee for Seasons Bank and its

successors and assigns dated September 26, 2005, and recorded in Deed Book 606,

Page 468, Union County Records, said Security Deed having been last sold, as-signed, transferred and conveyed to Wells

Fargo Bank, NA by Assignment, securing a Note in the original principal amount of \$236,000.00, the holder thereof pursuant

to said Deed and Note thereby secured has declared the entire amount of said indebt-edness due and payable and, pursuant to

the power of sale contained in said Deed.

will on the first Tuesday, February 5, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at pubproperty described in said Deed, to-wit: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 216 of Union County, Georgia, and being Lot 41 of Smokey Mountain Estates Subdi vision, containing 2.00 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated April 15, 1987, and recorded in Union County Records in Plat Book U, Page 37. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above de-Grantors also grants to grantee a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. Said property is known as 1550 White Oaks Road, Blairsville, GA 30512, together with all fixtures and personal property attached to and constituting a part of said property, 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 as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and exclusive easement for ingress and egress along the subdivision roads to and from the above described property. which has the property address of 132 Hood Acres Road, Young Harris, Georgia, together with all fixtures and other permatters of 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 dis-

tributed 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 Johnny F. Williams, successor in interest Wells Fargo Bank, NA as Attorney-in-Fact for Johnny F. Williams File no. 12-032590 SHAPIRO & SWERTFEGER, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/KB (170) 220-2337RB www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. will be applied to the payment of said in-debtedness, the expense of said sale, all as provided in said deed, and the undersigned **NOTICE OF SALE UNDER POWER** IN SECURITY DEED STATE OF GEORGIA will execute a deed to the purchaser as **COUNTY OF UNION** provided in the aforementioned Security Deed. Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Sidney Jonathan Dyer and Laura Ann Dyer to Bank of Blairsville, dated August 16, 2006, filed August 24, 2006 in Deed Book 663, Page 666, in the offices of the Clerk of the Superior Court of Union County, Georgia; as last modified by that certain Modification of Deed to Secure Debt from Attorney in Fact for Constance R. Schabowsky and Robert L. Schabowsky

Modification of Deed to Secure Debt from

Sidney J. Dyer and Laura A. Dyer to Bank of Blairsville, dated August 30, 2008 and re-corded in Deed Book 772, Page 625, afore-

said records; as same has been assigned

to Citizens South Bank in that certain

Memorandum of Purchase and Assumption

Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in

Deed Book 853, Page 642, aforesaid records (as same may have been further modified or assigned from time to time, collectively

the "Security Deed"); and pursuant to Order Dismissing Case, entered on December 7, 2012 in Chapter 12, Case No. 12-21614-reb, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division; the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2013, the fol-lowing described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING 6.84 ACRES, MORE OR LESS. OF LAND LOT 164 OF THE 16TH DISTRICT 1ST SECTION, UNION COUNTY, GEORGIA, AS SHOWN ON A PLAT OF SURVEY PREPARED BY BLAIRSVILLE SURVEYING CO., ROBERT J. BREEDLOVE, RLS, DATED 3/20/97 AND RECORDED IN PLAT 38, PAGE 239 OF THE UNION COUNTY RECORDS, AND SAID PLAT BEING INCORPORATED HEREIN BY REFER-ENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY THE PROPERTY IS SUBJECT TO AN EASE-MENT TO BLUE RIDGE MOUNTAIN EMC RECORDED IN DEED BOOK 555, PAGE 607, THE PROPERTY IS SUBJECT TO THE RIGHT OF WAY GRANTED TO UNION COUNTY, GEORGIA, RECORDED IN DEED BOOK 134, PAGE 632 AND IN DEED BOOK 151, PAGE 58. UNION COUNTY RECORDS. The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated August 21, 2008 from Sidney Jonathan Dyer and Laura Ann Dyer to the Bank of Blairsville in the original principal amount of \$264,754.21, as assigned to Citizens South Bank, and as the same has been

reduced to a Judgment as evidenced by that certain Default Judgment filed July 5,

2011 in Civil Action File No. 11-CV-174-

MM in the Superior Court of Union County, State of Georgia (the Note as reduced to

the Judgment is hereinafter referred to as the "Note"); plus interest from date on the unpaid balance until paid, and other

Default has occurred and continues under

the terms of the Note and Security Deed by reason of, among other possible events

of default, the nonpayment when due of the indebtedness evidenced by the Note

and secured by the Security Deed and the

failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according The above-described real property will be sold to the highest and best bidder for cash as the property of Sidney Jonathan Dyer and Laura Ann Dyer, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of re-To the best of the undersigned's knowledge and belief, the real property is presently owned by Sidney Jonathan Dyer and Laura To the best of the undersigned's knowledge

and belief, the party in possession of the real property is Sidney Jonathan Dyer and Laura Ann Dyer, and tenants holding under

Park Sterling Bank, successor by merger to

Citizens South Bank, successor in interest

to Bank of Blairsville, as Attornev-in-Fact

for Sidney Jonathan Dyer aka Sidney J. Dyer and Laura Ann Dyer, aka Laura A. Dyer.

Howick, Westfall, McBryan & Kaplan, LLP

M. Todd Westfall, Esquire

Suite 600, One Tower Creek

3101 Towercreek Parkway

Atlanta, Georgia 30339 (678) 384-7005 N(Jan9,16,23,30)B **NOTICE OF SALE UNDER POWER** IN SECURITY DEED STATE OF GEORGIA Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Sidney J. Dyer and Laura A. Dyer to Bank of Blairsville, dated August 21, 2008, filed August 29, 2008 in Deed Book 772, Page 619, in the offices of the Clerk of the Superior Court of Union County, Georgia, as same has been assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 853, Page

642: aforesaid records (as same may have

been further modified from time to time collectively the "Security Deed"); pursu-

ant to Order Dismissing Case, entered on December 7, 2012 in Chapter 12, Case No. 12-21614-reb, United States Bankruptcy

Court, Northern District of Georgia, Gaines

ville Division; the undersigned will sell at public outcry to the highest and best bidder

for cash before the door of the Courthouse

of Union County, Georgia, during the legal hours of sale, on the first Tuesday in Feb-

ruary, 2013, the following described real

property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 164 & 175, 16TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING 1.806 ACRES AS SHOWN ON A PLAT OF SURVEY BY CLEVE-LAND & COX LAND SURVEYING, LLC, RS #2894, DATED 5/21/08 AND RECORDED IN PLAT BOOK 57, PAGE 216, UNION COUNTY RECORDS, WHICH DESCRIPTION ON SAID ERENCE AND MADE A PART HEREOF. THE PROPERTY MAY BE SUBJECT TO ANY EASE-MENTS, RIGHTS OF WAY OR RESTRICTIONS WHICH MAY EXIST AND ARE NOT SHOWN THE PROPERTY IS SUBJECT TO THE POWER LINE EASEMENT AS SHOWN ON SAID PLAT.
PORTIONS OF THE ABOVE PROPERTY ARE PORTIONS OF THE ABOVE PROPERTY ARE
LOCATED IN A FLOOD HAZARD AREA AS
SHOWN ON SAID PLAT.
THE PROPERTY IS MORE COMMONLY
KNOWN AS 5626 PINE TOP ROAD, BLAIRS-VILLE. GA 30512. The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated August 21, 2008 from Sidney Jonathan Dyer and Laura Ann Dyer to the Bank of Blairsville in the original principal amount of \$264,754.21, as assigned to Citizens South Bank, and as the same has been reduced to a Judgment as evidenced by that certain Default Judgment filed July 5, 2011 in Civil Action File No. 11-CV-174-MM in the Superior Court of Union County, State of Georgia (the Note as reduced to the Judgment is hereinafter referred to as the "Note"); plus interest from date on the unpaid balance until paid, and other

Default has occurred and continues under

the terms of the Note and Security Deed by reason of, among other possible events

of default, the nonpayment when due of

the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By

reason of this default, the Security Deed has been declared foreclosable according

to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Sidney Jonathan Dyer and Laura Ann Dyer, the proceeds to be ap-plied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of re-To the best of the undersigned's knowledge and belief, the real property is presently owned by Sidney Jonathan Dyer and Laura Ann Dyer.
To the best of the undersigned's knowledge
and belief, the party in possession of the
real property is Sidney Jonathan Dyer and
Laura Ann Dyer, and tenants holding under Park Sterling Bank, successor by merger to Citizens South Bank, successor in interest to Bank of Blairsville, as Attorney-in-Fact for Sidney Jonathan Dyer aka Sidney J. Dyer and Laura Ann Dyer, aka Laura A. Dyer. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta Georgia 3039

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by Lorrie K Mashburn and Clifford R Jones Jr to Mortgage Lectronic REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR PHH MORTGAGE CORPORATION (19440 10)(27)(2009 and Recorded) RATION, dated 09/23/2009, and Recorded on 09/23/2009 as Book No. 813 and Page No. 626, UNION County, Georgia records, as last assigned to PHH MORTGAGE CORPORATION (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of eyen date in the original secure a Note of even date in the original principal amount of \$98,188.00, 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

NOTICE OF SALE UNDER POWER STATE OF GEORGIA, COUNTY OF UNION

Atlanta, Georgia 30339 (678) 384-7005

COUNTY COURTHOUSE WITHIN THE IEGAI HOURS OF SAILE ON THE FIRST THESDAY IN FEBRUARY, 2013, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT 1ST SECTION; LAND LOT 36 OF UNION COUNTY, GEORGIA, CONTAINING 1.56 ACRES, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS; BEGINNING AT THE POINT WHERE THE CENTERL HILL OF AN ALL POON PETWEEN THE AND BEING DESCRIBED AS FOLLOWS;
BEGINNING AT THE POINT WHERE THE CENTERLINE OF AN OLD ROAD BETWEEN THIS PROPERTY AND THE LOVE PROPERTY INTERSECTS THE SOUTH RIGHT-OF-WAY LINE OF THE JOHN SMITH MILL ROAD; THENCE THREE(3) COURSES AND DISTANCES ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF JOHN SMITH MILL ROAD AS FOLLOWS: N 65 DEGREES E 190 FEET, N 75 DEGREES E 74 FEET, N 80 DEGREES E 41 FEET, THENCE S 432 FEET TO THE CENTERLINE OF A CREEK; THENCE TWO (2) COURSES AND DISTANCE ALONG AND WITH THE SAID CENTERLINE OF THE POINT WHERE THE SAID CENTERLINE OF THE CREEK INTERSECTS THE CENTERLINE OF THE OLD ROAD; THENCE FOUR (4) COURSES AND DISTANCES ALONG WITH THE SAID CENTERLINE OF THE OLD ROAD, THENCE FOUR (4) COURSES AND DISTANCES ALONG WITH THE SAID CENTERLINE OF THE OLD ROAD AS FOLLOWS: N 3 DEGREES 45' W 76 FEET, N 25 DEGREES 30' W 84 FEET, N 41 DEGREES TS' W 94 FEET, N 41 DEGREES W 138 FEET TO THE POINT OF BEGINNING. THE debt secured by said Deed to Secure Debt has been and is hereby declared due 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 pro-vided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of pay-ing 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). PHH MORTGAGE CORPORATION holds the duly endorsed Note and is the current assignee of the Security Deed to the property. PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP., acting on behalf of and, as necessary, in consultation with PHH MORTGAGE CORPORATION (the current investor on the loan) is the entity as provided in the Deed to Secure Debt and 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, PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. May be contacted at: PHH MORTGAGE CORP. 2001 BISHOPS GATE BLVD., MT. LAUREL, NJ 08054, 800-750-2518. Please note that, pursuant to 0.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 sub-ject property known as 7064 JOHN SMITH ROAD E, BLAIRSVILLE, GEORGIA 30512 is/ are: LORRIE K MASHBURN AND CLIFFORD R JONES JR or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not vet due and pavable) (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record erior 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. Bankruptch 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 stauntil final confirmation and audit of the status of the loan as provided in the preceding paragraph. PHH MORTGAGE CORPORATION as Attorney in Fact for LORRIE K MASH-BURN AND CLIFFORD R JONES JR. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AT-TEMPTING TO COLLECT A DEBT. ANY INFOR-MATION OBTAINED WILL BE USED FOR THAT PURPOSE, 20120028701447 BARRETT DAF FIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001

Telephone: (972) 341-5398.

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Because of default in the payment of the in-debtedness, secured by a Security Deed executed by Geraldine J. Walker to Mortgage Electronic Registration Systems, Inc. as nominee for Appalachian Community Bank, its successors and assigns dated December 17, 2001 in the amount of \$60,000.00, and recorded in Deed Book 401, Page 271, Union County, Georgia Records; as last transferred to JPMorgan Chase Bank, Na-tional Association by assignment; the un-dersigned, JPMorgan Chase 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 the power of sale contained in said deed, will on the first Tuesday in February, 2013, during the legal hours of sale, at the Courthouse door in Union 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 8th District, 1st Section, Land Lots 90 & 91 of Union County, Georgia, containing 0.22 acre, more or less, and being Lot 6 as shown on a plat of survey by Bruce Hunt, County Surveyor, dated June 1973 and recorded in Union County Records in Plat Book C, Page 185. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above described property.
which has the property address of 42
Twisted Pine Lane, Blairsville, Georgia., together with all fixtures and other personal property conveyed by said deed.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. 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.

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 se-cured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Geraldine J. Walker 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 be sound a deed to the number of the said to the number of t undersigned will execute a deed to the pur-chaser as provided in the aforementioned Security Deed. JPMorgan Chase Bank, National Association Attorney in Fact for

Notice has been given of intention to col-lect attorneys' fees in accordance with the

terms of the note secured by said deed. Notice has been also given, in writing and

Notice has been also given, in writing and by certified mail, return receipt requested,

Geraldine J. Walker McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com
The North Georgia News
Publication Dates: 01-09-2013, 01-16-2013, 01-23-2013. 01-30-2013 01-23-2013, 01-30-2013
File No. 12-10270 / FHLMC/mtucker
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. NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale

contained in a Security Deed given by Lind-sey A. Squire and Kyle R. Squire to Mort-gage Electronic Registration Systems, Inc.,

dated October 11, 2006, recorded in Deed

dated October 11, 2006, recorded in Deed Book 672, Page 227, Union County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 897, Page 410, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-FIVE THOUSAND AND 0/100 DOLLARS (\$155.000.00), with interest thereon as set (\$155,000.00), 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 Union County. Georgia within the legal hours of sale on the first Tuesday in February, 2013, 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 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 re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity 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 va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters 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 Note and 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 Mort a div. of Wells Fargo Bank, N.A., PO

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 Lindsey A. Squire and Kyle R. Squire or a tenant or tenants and said property is more commonly known as 3995 Souther Fenert Plairieuillo Cogness 20513

Souther Forest, 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 deed. Wells Fargo Bank, N.A. as Attorney in Fact for Lindsey A. Squire and Kyle R. Squire McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/stm 2/5/13 Our file no. 51216912-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 98 of Union County, Georgia, and being Lot 36 of Souther Mill Estates Subdivision, contain-Inc., dated June 2, 1995 and last revised January 13, 2004, and recorded in Union County Records in Plat Book 55, Page 136. Said plat is incorporated herein, by reference hereto, for a full and complete de-scription of the above described property. Also conveyed is a non-exclusive perpetual Asso conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. MR/stm 2/5/13 Our file no. 51216912 - FT7 N(Jan9,16,23,30)B STATE OF GEORGIA **NOTICE OF SALE UNDER POWER** Under and by virtue of the power of sale contained in a Security Deed from JAN-ICE TRANDELL to Appalachian Community Bank dated December 23, 2004, recorded January 26, 2005, in Deed Book 563, Page 275, Union County, Georgia records, as transferred to Community & Southern Bank pursuant to that certain Purchase and As-

sumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insur-

ance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assign-

ment recorded in Deed Book 835, Page 291 Union County Records, said Security Deed

being given to secure a Note from JANICE TRANDELL dated September 1, 2010 in the original principal amount of Thirty Six

Thousand Four Hundred Twenty One and

42/100 (\$36,421.42) Dollars, with interest from date at a rate per cent per annum on

the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the

Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following

described property:
All that tract or parcel of land lying and being in the 10th District, 1st Section, Land

Lot 91 of Union County, Georgia, containing 2 acres, more or less, and being more par-ticularly described as follows: Beginning at a point on the centerline of Andy Long Branch and the South right of way of Owltown Gap Road; thence following South right of way of Owltown Gap Road, N 55 degrees 03 minutes 10 seconds E 111.82 feet; thence N 80 degrees 12 minutes 39 seconds E 188.74 feet to an iron pin; thence S 16 degrees 01 minutes 49 seconds E 197.15 feet; thence S 48 degrees 52 minutes 02 seconds W 339.45 feet t to the centerline of Andy Long Branch; thence following the centerline of Andy Long Branch three (3) courses and distances N 30 degrees 01 minutes 54 seconds W 65.82 feet, N 30 degrees 44 minutes 25 seconds W 34.78 feet, N 6 degrees 22 minutes 54 seconds W 231.18 feet to the Point of Be-The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). 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, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

To the best knowledge and belief of the undersigned, the party in possession of the property is JANICE TRANDELL or a tenant

Deed first set out above.

COMMUNITY & SOUTHERN BANK

as attorney in Fact for JANICE TRANDELL L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00437 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Ronna L. McFadden and Wil-liam E. McFadden to Mortgage Electronic Registration Systems, Inc. as nominee for Southern Highlands Mortgage, LLC, its successors and assigns dated January 10, 2007 in the amount of \$159,900.00, and recorded in Deed Book 686, Page 142, Union County, Georgia Records; as last transferred to Branch Banking and Trust Company by assignment; the undersigned, Branch Banking and Trust Company pursuant to

said deed and the note thereby secured.

has declared the entire amount of said in-debtedness due and payable and pursuant

to the power of sale contained in said deed.

will on the first Tuesday in February, 2013 , during the legal hours of sale, at the Court-

house door in Union 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 be-ing in Land Lot 263, 9th District, 1st Sec-tion, Union County, Georgia, containing 1.24

acres, as shown on a plat of survey by Tam-rok Engineering, Inc., Tommy J. Phillips, RS #1626, dated 7/12/91 and recorded in Plat

Book Z Page 29 Union County Records, which description on said plat is hereby

incorporated by reference and made a part

All that tract or parcel of land lying and being in Land Lot 263, 9th District, 1st Section, Union County, Georgia, containing 1.0 tion, Union County, Georgia, containing 1.0 acre, being described as follows: Beginning at the point joining the NW corner of the Katsch Property, the NE corner of the Heaton Property, and the SW corner of the said property, thence N 3 00 E 118.0 feet to an iron pin; thence E 331.0 feet to an iron pin; thence E 32.0 E thence S 14.0 iron pin, thence S 33 30 E; thence S 14 00 E; thence S 4 15 W along Dyer Circle to an iron pin; thence S 89 30 W; thence S 86 30 W 75.0 feet: thence N 79 00 W 87: thence S 89 15 W 87.0 feet to the Point of Beginning. A plat of description of the property is re-

corded in the Union County Records in Plat Book 11 Page 231, recorded 12/27/78 and is also shown on the warranty deed from

Gertrude K Dver to Ray H. Sales and Joann

O. Sales dated 2/1/91, recorded in Deed Book 182 Page 462 Union County Records

All of the above property is further shown on a plat of survey by Tamrok Engineer-ing, Inc., RS #1626, dated 7/12/91, a copy

of same being attached to Exectors Deed recorded in Book 686, Page 137. Also conveyed is a non-exclusive perpetual easement for the use of the roads for ingress and egress to the above described which has the property address of 691 Newton Circle, Blairsville, Georgia., to-gether with all fixtures and other personal property conveyed by said deed.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, iens, and other superior matters of record which may affect said property. 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 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 se-cured in accordance with O.C.G.A. Section 44-14-162.2(a). Said property will be sold as the property of Ronna L. McFadden and William E. Mc-Fadden and the proceeds of said sale will be applied to the navment of said indebt.

be applied to the payment of said indebt-

edness, 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

Branch Banking and Trust Company Attorney in Fact for Ronna L. McFadden and William E. McFad-

(404) 373-1012 www.mccurdycandler.com The North Georgia News Publication Dates: 01-09-2013, 01-16-2013, 01-23-2013, 01-30-2013

McCurdy & Candler, L.L.C. (404) 373-1612

01-23-2013, 01-30-2013
File No. 12-05988 /FHLMC/mtucker
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. STATE OF GEORGIA COUNTY OF UNION COUNTY OF UNION
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from ANNA
RAY FOSTER A/K/A ANNIE RAY FOSTER to
UNION COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated May 12, 1978, recorded May 15, 1978, in Deed Book 104, Page
259, Union County, Georgia records, as
modified, said Security Deed being given
to secure a Note from ANITA ENGLISH and
ANNIE RAY FOSTER, with interest from date
at a rate per cent per annum on the unpaid

at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the high-

est bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following described

February, 2013, the following described property:
BEGINNING at a point on the North right of way of Kimsey Street, said point being the boundary between this property and that of Mrs. Vickie Flack; thence with the Flack line North 20 deg 30' West 100 feet to a locust stake in Fence corner this point marking the boundary between this tract, the Flack property and the property of Ralph Conley;

property and the property of Ralph Conley; thence with the Ralph Conley line South 74 deg West 206 feet to a stake corner on the

West side of an Alley; thence with said al-ley North 24 deg West 154 feet to a large pale end fence that marks the boundary between this property and that of Union County High School; thence with the high school property South 63 deg West 178 feet to a locust stake fence corner marking the school property South 63 deg West 178 feet to a locust stake fence corner, marking the boundary of this property, the high school property and that of Johnny Nelson; thence with the Nelson property South 30 deg East 113 feet to a locust stake corner fence; thence continuing with the Nelson property South 64 deg West to the center line of branch; thence with the center line of said branch South 20 deg 30 minutes East 152 feet to the North right of way of Kimsey Street; thence with said North right of way line of Kimsey street North 67 deg East 428 ft to the place of the beginning, and for a

line of Kimsey street North 67 deg Last 428 ft to the place of the beginning, and for a full and complete description reference is here made to a plat of survey made by C.E. Farley, Surveyors on May 25, 1965 and recorded in the Clerks Office, Union Superior Court in Plat Book A, page 205. The above described tract being in the 9th District, 1st Section, Land lot no. 273, containing 1.9 acres. 1.9 acres.
The debt secured by said Security Deed The debt secured by said security beed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). 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, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

Deed first set out above. Deed ITIST SET OUT ADOVE.

To the best knowledge and belief of the undersigned, the party in possession of the property is ANNA RAY FOSTER A/K/A ANNIE RAY FOSTER or a tenant or tenants.

UNION COUNTY BANK N/K/A UNITED COM-MUNITY BANK, as attorney in Fact for ANNA RAY FOSTER A/K/A ANNIE RAY FOSTER L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-02468

Under and by virtue of the power of sale contained in a Security Deed from BETH WRIGHT to UNITED COMMUNITY BANK, dated September 1, 2006, recorded September 11, 2006, in Deed Book 666, Page 480, Union County, Georgia records, as last modified by Modification of Security Deed dated September 1, 2012, recorded in Deed Book 918, Page 629, Union County, Georgia records, said Security Deed being given to secure a Note from NORTHLAND TITLE PAWN, LLC, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned

COUNTY OF UNION NOTICE OF SALE UNDER POWER

at public outery to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following described property. the following described property:
All that tract or parcel of land lying and being in the 10th District, 1st Section Land Lot 17, of Union County, Georgia, containing 3.26 acres more or less, as shown on a plat of survey by North Georgia Land Surveyors, dated June 1982, and recorded in Union County, Georgia records in Plat Book Q, Page 114. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property. above conveyed property.

Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property.

The debt secured by said Security Deed has been and is hereby declared due because of among other possible events of cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
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, easements, 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 BETH WRIGHT or a tenant or tenants.
UNITED COMMUNITY BANK, as attorney in Fact for BETH WRIGHT L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 ile No. 7484A-03430 N(Jan9,16,23,30)B

230, Union County, Georgia records, as last modified by Modification of Security Deed dated January 7, 2011, recorded in Deed Book 858, Page 774, Union County, Georgia records, said Security Deed being given to secure a Note from NORTHLAND TITLE PAWN, LLC, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the

undersigned at public outcry to the high-est bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in

February, 2013, the following described

All that tract or parcel of land lying and

being in Land Lots 4 & 33, 9th District, 1st Section, Union County, Georgia, containing

4.762 acres and being shown as Tract C on a plat if survey by B. Keith Rochester & Associates, Inc., dated 5/18/95 and recorded in Plat Book 33, Page 76, Union County records which description on said plat is hereby incorporated by reference and made a nart bereof

made a part hereof.

Under and by virtue of the power of sale contained in a Security Deed from TWIGGS

INVESTMENTS, LLC to UNITED COMMUNITY

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER

Subject to a roadway easement as shown on said plat. Subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 176, Page 776, Union County records. Subject to the restrictions recorded in Deed Book 186, Page 91, Union County records. Grantor grants to Grantees a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the The debt secured by said Security Deed cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). 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, easements, 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 TWIGGS INVESTMENTS, LLC or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for TWIGGS INVESTMENTS, LLC Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03427 N(Jan9,16,23,30)B

221, Union County, Georgia records, as last modified by Modification of Security Deed dated January 7, 2011, recorded in Deed Book 858, Page 771, Union County, Georgia records, said Security Deed being given to secure a Note from NORTHLAND ITTLE PAWN LLC with interest from date at TITLE PAWN, LLC, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the high-est bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following described

property:
All that tract or parcel of land lying and being in Land Lot 107, District 5 and 16, Union County, Georgia, containing 3.0 acres, more or less, and being shown as Lot 1, Lot 2, and Lot 3 according to a plat of survey done by Tamrok Engineering, Inc., dated 11/27/90 and being more particularly described as follows:

scribed as follows:
Beginning at the corner of Land Lots 108,

107, 103 & 104, run N 28 02 00 W 1062,60

feet to an alum mon. and the True Point of Beginning, said point being the northwest corner of Lot 1; thence N 74 06 43 E 237.34

feet to an alum mon.; thence S 15 57 26 E 183.32 feet to an iron pin set; thence S

15 57 26 E 183.32 feet to an iron pin set:

thence S 15 57 26 E 183.28 feet to an alum mon.; thence S 74 08 36 W 237.43 feet to

an alum mon.: thence N 15 56 51 W 183.14

feet to an iron pin set; thence N 15 56 51 W 183.33 feet to an iron pin set; thence N

15 56 51 W 183.32 feet to the True Point of

Beginning.
The debt secured by said Security Deed

has been and is hereby declared due be-

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from TWIGGS

INVESTMENTS. LLC to UNITED COMMUNITY

BANK, dated January 4, 2010, recorded January 6, 2010, in Deed Book 823, Page

cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees (notice of intent to conect 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 in-spection of the property, any assessments, liens, easements, 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 TWIGGS INVESTMENTS, LLC or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for TWIGGS INVEST-MENTS, LLC

L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8

Blue Ridge, Georgia 30513 (706) 632-7923

**NOTICE OF SALE UNDER POWER** 

By virtue of the Power of Sale contained in

the Real Estate Deed to Secure Debt (With Future Advance Clause) dated May 17,

2005 from Flaga Partners, LLC ("Debtor" or

"Grantor") to Bank of Hiawasee d/b/a Bank of Blairsville and recorded in Deed Book

610, Page 266, Union County, Georgia re-cords, as modified by Modification of Deed to Secure Debt recorded at Deed Book 677,

Page 325, aforesaid records, as modified by

File No. 7484A-03429

STATE OF GEORGIA COUNTY OF UNION

Modification of Deed to Secure Debt recorded at Deed Book 737, Page 394, aforesaid records, as assigned to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt effective as of August 24, 2011 and recorded in Deed Book 891, Page 652, aforesaid records, and as subsequently assigned to Acorn 6B Majestic Ridge Real Estate, LLC ("Holder" or "Grantee") pursuant to an assignment to be recorded prior to foreclosure (the foregoing deed to se-cure debt, as may have from time to time been or may be assigned, assumed, modified, amended, or amended and restated is hereinafter referred to as the "Security Deed"), said Security Deed being given to secure a universal note dated April 15, 2008

in the original stated principal amount of Two Million Four Hundred Sixty-One Thou-

sand Nine Hundred Forty-Six and 25/100 Dollars (\$2,461,946.25), as subsequently endorsed to CRV, and then to Holder (said

note, as same from time to time may have

been endorsed, renewed, replaced, modified, assigned, amended, or amended and

restated, being hereinafter referred to as the "Note"); there will be sold by the un-dersigned at public outcry to the highest bidder for cash before the Courthouse door

in Union County, Georgia, within the legal hours of sale on the first Tuesday in February 2013, all of Debtor's right, title and interest in and to the following described property (collectively, the "Property"): All that tract or parcel of land, lying and being in the 8th District, 1st Section of Union County, Georgia, being a part of Land Lot Nos. 100, 99, 98, 117 and 118, and being further described as 329.81 acres, more or less, as shown on that plat of survey pre-pared for Tom Carroll f.k.a. Auberry Estate, by Richard Nutt, G.R.L.S. #1797, dated March 25, 2005, recorded in Plat Book 55, Pages 282-283, Union County Deed records. Said plat of survey being incorporated herein by reference thereto for a more complete and accurate metes and bounds description of accurate metes and bounds description or the above-described property. Being all that property and the same prop-erty conveyed by Warranty Deed from Ruby Nan Auberry to Ford M. Ash, Sr., recorded at Deed Book 296, Pages 476-477, Union County Deed records and by Deed of Assent from Earl M. Ash Sr. & Executor E Earl M. from Ford M. Ash, Sr. As Executor to Ford M. Ash, Sr., recorded at Deed Book 228, Page 726. Union County Deed records, and being that same property shown as Map # 002 001 in Union County Tax records. Being all that property conveyed from Ruby Nan Auberry to Ford M. Ash, Sr. by Quit-Claim Deed dated April 26, 2005, recorded

May 4, 2005 in Deed Book 578, Pages 533-

34, Union County Deed records.

Together with all rights, easements, ap-

purtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and wa-ter stock and all improvements, structures, fixtures, and replacements that are part of the real estate described above.
The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of princi-pal and interest when due. The indebted-ness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed. notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental as-sessments and to all prior restrictions, rights-of-way, and easements of record, if

Justin S. Barry, Esq. One Atlantic Center Fourteenth Floor

1201 West Peachtree Street, NW Atlanta, Georgia 30309 (404) 572-6600

Future Advance Clause) dated May 17, 2005 from Flaga Partners, LLC ("Debtor" or "Grantor") to Bank of Hiawasee d/b/a Bank of Blairsville and recorded in Deed Book 581, Page 591, Union County, Georgia records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 611, page 3, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 648 page 471, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 677, page 329,

By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt (With

aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 681, page 544, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 717, page 446, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 737, page 398, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 760, page 613, as aforesaid records, as affected by Quitclaim Deed recorded at Deed Book 823, page 115, as assigned to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt effective as of August 24, 2011 and recorded in Deed Book 890, Page 770, and recorded in Deed Book 890, Page 770, aforesaid records, and as subsequently assigned to Acorn 6B Majestic Ridge Real Estate, LLC ("Holder" or "Grantee") pursuant to an assignment to be recorded prior to foreclosure (the foregoing deed to secure debt, as may have from time to time been or may be assigned, assumed, modified, amended, or amended and restated is hereinafter referred to as the "Security Deed"). inafter referred to as the "Security Deed") said Security Deed being given to secure a universal note dated October 17, 2007

in the original stated principal amount of Two Million Two Hundred Forty-One Thou-sand Seven Hundred Thirty-One and 93/100 Dollars (\$2,241,731.93), as subsequently endorsed to CRV, and then to Holder (said note, as same from time to time may have been endorsed, renewed, replaced, modified, assigned, amended, or amended and restated, being hereinafter referred to as the "Note"): there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Union County, Georgia, within the legal hours of sale on the first Tuesday in Feb-ruary 2013, all of Debtor's right, title and interest in and to the following described property (collectively, the "Property"): All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lots 110 & 111 of Union County, Georgia, and being Tract Three (3) containing 12.783 acres, more or less, and Tract Four (4) containing 29.957 acres, more or less, as shown on a plat of survey by Rochester & shown on a plat of survey by Rochester & Associates, Inc., dated December 21, 1995 and recorded in Union County records in Plat Book 33, Page 218. Said plat is incorporated herein by reference hereto, for a full and complete description of the above described property.

All that tract or parcel of land lying and being in Land Lots 110 & 111, 16th District, 1st Section, Union County, Georgia, containing 4.658 acres, Being "A. Bennett

of Ehlerise Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated 2/13/91 and recorded in the Union County records in Plat Book 27 Page 106 and said plat is incorporated herein, by reference hereto, for a full and complete description of the above property.

All that tract or parcel of land lying and being in the 16th District, 1st Section Land Lots 134 and 135, of Union County, Georgia containing 42 acres more or less, as shown on a plat of survey by Blairsville Surveying Co., dated March 1994, and recorded in Union County, Georgia records in Plat Book 46, Page 69. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property.

LESS AND EXCEPT: All that tract or parcel of land being 1.991 acres, more or less, as more fully shown in Plat Book 62, page 70 as conveyed by Warranty Deed from Flaga Partners, LLC, as recorded in Deed Book 822, page 3 of the Union County, Georgia records. That certain property conveyed in that

joint tenancy with survivorship warranty deed from Flaga Partners, LLC to Robert D. Hartman and Linda D. Hartman, filed and

recorded December 22, 2009, at Deed Book 822, Page 3, Union County, Georgia records as affected by Quitclaim Deed from Bank

of Hiawassee to Flaga Partners, LLC, filed

January 6, 2010, recorded at Deed Book 823, page 115, aforesaid records, releas-ing lot 134. TOGETHER WITH all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all improvements, structures, fixtures, and replacements that are part of the real estate described above. The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of principal and interest when due. The indebtedpar and interest when use. The indebed-ness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the in-debtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the par-ty in possession of the Property is Debtor.

The Property will be sold as the property

of Debtor subject to all unpaid real estate ad valorem taxes and governmental as-

of the Security Deed and those appearing

after the date of the Security Deed and con-sented to by the grantee therein.

The entity that has full authority to negoti-

ate, amend, and modify all the terms of the Security Deed with Grantor is the secured creditor: Acorn 6B Maiestic Ridge Real Estate, LLC, 4675 Macarthur Court, Suite 1550, Newport Beach, CA 92660, Attention: Peter Mateo. (949) 517-0822. Please understand that the secured creditor is not required by law to negotiate, amend or modify the Acorn 6B Majestic Ridge Real Estate, LLC, a Georgia limited liability company, as attor-ney-in-fact for Flaga Partners, LLC **BRYAN CAVE LLP** Justin S. Barry, Esq. **One Atlantic Center** Fourteenth Floor 1201 West Peachtree Street, NW Atlanta, Georgia 30309 (404) 572-6600 N(Jan9,16,23,30)B NOTICE OF SALE UNDER POWER

Because of default in the payment of the

indebtedness, secured by a Security Deed executed by Michelle C. Ingram and Terry

C Ingram and Jason Totherow and Miranda

tion Systems, Inc., as nominee for Quicken

Loans, Inc., its successors and assigns dated April 30, 2007 in the amount of \$275,400.00, and recorded in Deed Book

709, Page 93, Union County, Georgia Re-cords; as last transferred to Nationstar Mortgage LLC by assignment; the under-signed, Nationstar Mortgage LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said in-debtedness due and navable and pursuant

debtedness due and payable and pursuant

row to Mortgage Electronic Registra

to the power of sale contained in said deed will on the first Tuesday in February, 2013 during the legal hours of sale, at the Courtproperty described in said deed to-wit: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 288 of Union County, Georgia, and being Lot 1 and Lot 2, as shown on a plat of survey by B. Keith Rochester and Associates Inc., dated March 10, 1988, last revised April 4, 1996 and recorded in Union County Records in Plat Book 35, Page 115. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Commonly known as: 295 Rocky Creek Lane, Blairs ville, GA 30512.

which has the property address of 295 Rocky Creek Lane, Blairsville, Georgia., to-gether with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions

liens, and other superior matters of record

which may affect said property.

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

Notice has been given of intention to col-

lect 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 se-

cured in accordance with O.C.G.A. Section

44-14-162.2(a).
Said property will be sold as the property of

Michelle C. Ingram and Terry C Ingram and Jason Totherow and Miranda Totherow 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 Michelle C. Ingram and Terry C Ingram and Jason Totherow and Miranda Totherow McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News THE NORTH GEOTIGIA NEWS
Publication Dates: 01-09-2013, 01-16-2013, 01-23-2013, 01-30-2013
File No. 12-09645 /CONV/kgrant
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.

NOTICE OF SALE UNDER POWER STATE OF GEORGIA

By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from

Rivendale, L.L.C. ("Debtor") to Bank of Blairsville ("Original Grantee") dated March 1, 2007, recorded in Deed Book 694, Page

446, Union County, Georgia records ("Re-cords"), as modified by the Modification of Deed to Secure Debt recorded in Deed

Book 748, Page 639, aforesaid Records, as further modified by the Modification of Deed to Secure Debt recorded in Deed Book

**COUNTY OF UNION** 

752, Page 406, aforesaid Records, as further modified by the Modification of Deed to Secure Debt recorded in Deed Book 771, Page 774, aforesaid Records, as further modified by the Modification of Deed to Se-cure Debt recorded in Deed Book 795, Page 309, aforesaid Records, as further modi-309, aforesaid Records, as furtner modified by the Modification of Deed to Secure Debt recorded in Deed Book 795, Page 313, aforesaid Records, as assigned to CADC/RADC Venture 2011-1, LLC pursuant to that certain Assignment of Real Estate Deed to Secure Debt recorded in Deed Book 890. Page 742, aforesaid Records, and as sub-sequently assigned to Acorn 6B Gumlog Road Real Estate, LLC ("Grantee") pursuant to that certain Assignment of Loan Docu-ments to be recorded in the Records prior

to foreclosure (said Real Estate Deed to Secure Debt, as may have been from time to time or may be assigned, assumed, modi-

fied, amended or amended and restated is referred to as the "Security Deed"), said Security Deed, being given to secure the

payment of the following promissory notes: (i) that certain promissory note dated March 4, 2009, made by Debtor to Original Grantee in the original principal amount of Forty Thousand Seven Hundred Fifty-Seven and 50/100 Dollars (\$40,757.50), with interest from the date thereof at the rate specified therein (said promissory note as transferred, as endorsed to Grantee, assigned, renewed and modified from time o time, hereinafter referred to as "Note "), (ii) that certain promissory note dated March 4, 2009 made by Debtor to Original Grantee in the original principal amount of FOUR HUNDRED NINETY-THREE THOUSAND SEVENTY-SEVEN AND 50/100 DOLLARS (\$497,077.50), with interest from the date thereof at the rate specified therein (said promissory note, as transferred, as endorsed to Grantee, assigned, renewed and modified from time to time, hereinafter referred to as "Note B"), and (iii) that certain promissory note dated August 4, 2008 made by Debtor to Original Grantee in the original principal amount of THREF HIM. original principal amount of THREE HUNDRED SIXTY-TWO THOUSAND SIXTY-FOUR AND 00/100 DOLLARS (\$362,064.00), with interest from the date thereof at the rate specified therein (said promissory note as transferred, as endorsed to Grantee, asany, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consigned, renewed and modified from time to time, hereinafter referred to as "Note C" and, together with Note A and Note B, the sented to by the grantee therein.
The entity that has full authority to negotiate, amend, and modify all the terms of the "Notes"), together with any and all other indebtedness owing by Debtor to Grantee, there will be sold by the undersigned at public outcry to the highest bidder for cash Security Deed with Grantor is the secured creditor: Acorn 6B Majestic Ridge Real Estate, LLC, 4675 Macarthur Court, Suite 1550, at the usual place where sheriff's sales are conducted before the courthouse in Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the property described as follows: Newport Beach, CA 92660, Attention: Peter Mateo, (949) 517-0822. Please understand that the secured creditor is not required All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 155 of Union County Georgia, and beby law to negotiate, amend or modify the terms of the mortgage instrument. Acorn 6B Majestic Ridge Real Estate, LLC, a Georgia limited liability company, as attorney-in-fact for Flaga Partners, LLC BRYAN CAVE LLP ing further described as Lot 1. Containing ing further described as Lot 1, Containing 1.006 acres, more or less, and Lot 2, containing 0.920 acres, more or less, and Lot 3, containing 0.927 acres, more or less, and Lot 4, containing 0.933 acres, more or less, and Lot 6, containing 0.920 acres, more or less, and Lot 17, containing 1.180 acres, more or less, and Lot 17, containing 1.003 acres, more or less, and Lot 17, containing 1.003 acres, more or less, and Lot 17, containing 1.003 acres, more or less, and Lot 170, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 20, containing 1.003 acres, more or less, and Lot 30, containing 1.003 1.003 acres, more or less, and Lot 20, containing 1.039 acres, more or less, and Lot 21, containing 1.218 acres, more or less, and Lot 23 containing 1.099 acres, more or less, and Lot 24, containing 1.004 acres, more or less, and Lot 27, containing 1.173 acres, more or less, and Lot 28, containing 1.250 acres, more or less, of Baron's Ridge Subdivision, as shown on a plat of survey by Southern Geosystems, Ltd., dated April 12, 2004, revised on September 1, 2004 and revised on February 27, 2007 and recorded in Union County Records in Plat Book 59, Page 192 (the foregoing described lots are hereinafter collectively referred to as the "Land"). Said plat is incorporated herein

"Land"). Said plat is incorporated herein by reference thereto for a full and complete description of the above-described Land; together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion and gas rights, crops, timber, all diversion payments or third-party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above All of the foregoing, together with the Land, are collectively referred to hereinafter as the "Property."
The indebtedness secured by the Security Deed has been and is hereby declared due because of defaults under the terms of said Notes and Security Deed including but not limited to the nonpayment of principal and interest when due. The indebtedness remaining in default, the sale of the Property will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Notes and Security Deed with notice of intention to collect attorneys fees to have been given as provided by law and the remainder, if any, shall be applied as provided by law.
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.

To the best of Grantee's knowledge, the party in possession of the Property is Debtor. Said Property will be sold subject to the following matters: (a) all unpaid real estate ad valorem taxes and governmen-tal assessments; (b) all prior restrictions,

rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and

after the date of the Security Deed and consented to of record by Grantee; and (c) all rights to any easements benefiting the Land for ingress and egress to and from Gumlog Road pursuant to Plat Book 59, Page 192, aforesaid Records. The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Debtor is the secured creditor: Acorn 6B Gumlog Road Real Estate, LLC, 465 North Halstead Street, Suite 130, Pasadena, California 91107, Attention: Mr. Peter Mateo, Tel.: (949) 517-0822. Please be advised that the secured creditor is not required by law to negotiate, amend or modify the terms of the Security Deed. Acorn 6B Gumlog Road Real Estate, LLC, A Acorn 6B Gumlog Road Real Estate, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AS ATTORNEY-IN-FACT FOR Rivendale, L.L.C. BRYAN CAVE LLP
Theresa B. Hubbard, Esq.
One Atlantic Center, 14th Floor
1201 West Peachtree Street, N.W.
Atlanta, Georgia 30309
(404) 572-6600

Deed Book 586 Page 758, UNION County, Georgia records; as last transferred to GMAC Mortgage, LLC, conveying the afterdescribed property to secure a Note in the original principal amount of \$85,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on February 05, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 12 of Union County, Georgia, and being Lot 3 of Coosa Creek Acres Subdivision, containing 0.91 acres, more or less, as shown on a plat of survey by North Georgia Land Surveyors dated October 1981, and recorded in Union County Records in Plat Book L, Page 232. Said plat is incorporated herein, by reference

hereto, for a full and complete description of the above described property. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 1653 Rachel Road, Blairsville, GA 30512 together with all fixtures and personal property at-tached to and constituting a part of said property if any To the best knowledge and property, if any. To the best knowledge and belief of the undersigned, the party (or par-ties) in possession of the subject property is (are): Jo Ann V Marvel or tenant or ten-GMAC Mortgage, LLC 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. GMAC Mortgage, LLC Loss Mitigation 3451 Hammond Avenue Waterloo, IA 50702 (800) 850-4622 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 (includ-ing taxes which are a lien, but not yet due

and payable), (b) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not

NOTICE OF SALE UNDER POWER,

UNION COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Jo Ann V Marvel to Mortgage Electronic Registration Systems, Inc. as nominee for USAA Federal Savings Bank dated 6/15/2005 and recorded in Deed Royk 588 Page 758 UNION County

yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. containing 4.658 acres, Being "A. Bennett Tract" as shown on a plat of survey by Rochester & Associates, Inc. dated January 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 20, 2000 and recorded in Plat Book 44 Page 186 Union County records which description on said plat is incorporated herein by All that tract or parcel of land lying and being in the 16th District, 1st Section, Land 172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, Lot 110 of Union County, Georgia, containing 13.0 acres, more or less, and being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and Tracts II and III the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. GMAC Mortgage, LLC as agent and Attorney in Fact for Jo Ann V Marvel Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, At-lanta, 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. 1165-4694A **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY

By virtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from FRED S. ROBERTS ("Grantor") to BETTY JO ALLBRITTON ("Grantee"), dated November 30, 2006, recorded December 11, 2006, in Deed Book 681, Page 266, Union County, Georgia Records, said Security Deed being given to secure a Note of even date in the original principal amount of One Hundred Twenty Six Thousand Two Hundred Fifty

> 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 February, 2013,

> Dollars and Zero Cents (\$126,250.00), with interest from date at the rate as provided therein on the unpaid balance until paid.

the following described real property to

All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 79 of Union County, Georgia, and being Lot 1 of Chestnut Ridge subdivision, con-taining 2.16 acres, more or less, as shown on a plat of survey by Tim Cable Survey-ing, dated March 25, 1994 and recorded in Union County Records in Plat Book 31, Page 104. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described prop-Property Address: 3650 Chestnut Ridge Rd. 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 (no-tice of intent to collect attorneys' fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including sessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date 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 FRED S. ROBERTS, or a ten-ant or tenants, and will be sold subject to the outstanding ad valorem taxes and/or assessments, if any. **Betty Jo Albritton** As Attorney in Fact for Fred S. Roberts

N(Jan9,16,23,30)B

Georgia, Union County

Notice is hereby given that NoIa Eveline Judy, the undersigned, filed her petition to the Superior Court of Union County, Georgia,

on the 8th day of December, 2012, praying for a change in the name of the petitioner from Nola Eveline Judy to Nola Eveline

Smith. 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 thirty (30) days

of the filing of said petition.

Nola Eveline Judy, Petitioner

N(Jan9,16,23,30)P

STATE OF GEORGIA,

**COUNTY OF UNION** 

This the 6th day of December, 2012

**NOTICE TO DEBTORS AND CREDITORS** 

IN RE: Estate of Lois M. Lightfoot Nichols, All debtors and creditors of the Estate of Lois M. Lightfoot Nichols, 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 law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 16th day of January, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jan23,30,Feb6,13)B NOTICE TO DEBTORS AND CREDITORS **COUNTY OF UNION** IN RE: Estate of Crystal Lynn Chesser, De-All debtors and creditors of the Estate of

Crystal Lynn Chesser, 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 law, and all persons

indebted to said estate are required to make immediate payment to the Personal

This 11th day of January, 2013. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512

**NOTICE TO DEBTORS AND CREDITORS** 

Representative(s).

N(Jan16,23,30,Feb6)B

COUNTY OF UNION IN RE: Estate of James Michael Sedok, De-All debtors and creditors of the Estate of James Michael Sedok, 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 law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 11th day of January, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jan16.23.30.Feb6)B NOTICE TO DEBTORS AND CREDITORS **COUNTY OF UNION** IN RE: Estate of Phillip Warner Baxter, Sr., All debtors and creditors of the Estate of Phillip Warner Baxter, Sr., 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 law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 11th day of January, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jan16.23.30.Feb6)B **NOTICE TO DEBTORS AND CREDITORS** STATE OF GEORGIA, **COUNTY OF UNION** IN RE: Estate of Laura Lavon Crowford Butt, All debtors and creditors of the Estate of Laura Lavon Crowford Butt, 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 law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 11th day of January, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

NOTICE OF ARTICLES OF INCORPORATION

Notice is given that articles of incorporation that will incorporate Sumari, LLC, have been delivered to the Secretary of State for

filing in accordance with the Georgia Business Corporation Code. The initial regis-tered office of the corporation is located at 253 Highway 515 East, Building 2, Suite C,

Blairsville, Georgia and its initial registered agent at such address is Ami Terry.

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME,

PARTNERSHIP OR OTHERS

N(Jan16,23,30,Feb6)B

The undersigned does hereby certify that Francine R. Rose conducting a business as Heirloom Appraisals p/k/a Southern Appraisal Connection in the City of Blairsville, County of Union, in the State of Georgia, under the name of Heirloom Appraisals, and that the nature of the business is Personal Property Appraisals and that the names and addresses of the persons, firms or partnership owning and carrying on said trade of business are: Francine R. Rose, 553 Blue Ridge Street, Blairsville, Ga. 30512. IN THE PROBATE COURT **COUNTY OF UNION** STATE OF GEORGIA
IN RE: Estate of Jean M. Carter, Deceased Estate No. 13-01 AN ORDER FOR SERVICE WAS GRANTED

BY THIS COURT ON JANUARY 10, 2013, RE-QUIRING THE FOLLOWING:

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before February 11, 2013.

BE NOTIFIED FURTHER: 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 no-

tary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to

TO: Janet Marie Carter Moyle

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. Dwain Brackett, Probate Judge By: Kristin Stanley, Clerk of the Probate 65 Courthouse Street, Suite 8 Blairsville, GA 30512 706-439-6006 INVITATION FOR BIDS Coosa Water Authority will accept sealed bids on the work below at Coosa Water Authority, 4707 Blue Ridge Highway, Blairsville, GA 30512, until 2 PM local time, February 19, 2013, at which time and place all bids will be publicly opened and read

WATER METER REPLACEMENT DWSRF 11-001 COOSA WATER AUTHORITY

UNION COUNTY, GEORGIA Funding sources for this project include: Georgia Environmental Facilities Author-

ity (GEFA) and the following requirements shall apply: Equal Employment Opportunity; the Disadvantaged Business Enterprise

rogram; and the Davis-Bacon Act.
The project consists of:
Replacing approximately 1,550 water meters (3/4") with new automatic read, electromagnetic flow measuring meters. Meter replacement to include replacing meter how curb stop has flow presents meters.

box, curb stop, backflow preventer, meter and pressure reducing valve. Replacing approximately 2,000 LF of 3/4" service line.

Each bidder must deposit with his bid, security in the amount of 5% and subject to the conditions provided in Section 00200

"Instructions to Bidders."
All bids will remain subject to acceptance for 60 days after the actual date of the

opening thereof. Coosa Water Authority P.O. Box 804

Blairsville, GA 30514

Installing and configuring a vehicle reading system. Installing and configuring meter reading software and billing software. Providing initial set up support and one year of technical support. The Instructions to Bidders, Form of Bid, Form of Agreement, Specifications, and Forms of Bid Bond, Performance Bond, and other contract documents may be examined at: H & H Resources, Inc 108 Blue Ridge Hwy, Suite 8 Blairsville, Georgia 30512
Copies may be obtained at the office of H
& H Resources, Inc., 108 Blue Ridge Hwy,
Suite 8, Blairsville, Georgia 30512 upon
payment of \$75.00 for each bound set and
\$25.00 for a CD of the documents in \*.pdf
format No refunds will be made. format. No refunds will be made The Owner reserves the rights to waive any and all informalities, to reject any and all bids, and to disregard all nonconforming, nonresponsive, unbalanced or conditioned