North Georgia News

Legal Notices for January 30, 2012 NOTICE OF SALE UNDER POWER, UNION COUNTY NOTICE OF SALE UNDER POWER NOTICE OF SALE UNDER POWER IN SECURITY DEED

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 STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Crystal Lynn Chesser, De-

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION

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

All debtors and creditors of the Estate of Crystal Lynn Chesser, deceased, late of Union County, Georgia, are hereby notified to ornion county, Georgia, are nereby notined 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.

Pur Vicities Chapley By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, 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 dierr 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.

Pur Vicitis Chapley By: Kristin Stanley, Clerk of the Probate Court

render their demands and payments to the

65 Courthouse Street, Suite 8 Blairsville, GA 30512 NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, 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 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

Blairsville, GA 30512

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

IN RE: Estate of Jean M. Carter, Deceased Estate No. 13-01

is any, to the above referenced petition, in 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 fillion fees must be tendered with your

Blairsville, GA 30512

STATE OF GEORGIA

IN THE PROBATE COURT

N(Jan16,23,30,Feb6)B

NOTICE

pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/ telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 N(Jan16.23.30.Feb6)E AMENDED NOTICE OF SEIZURE OF PERSONAL PROPERTY OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000.00
Pursuant to O.C.G.A. \$16-13-49(n), any party claiming an interest in the following property is hereby notified that on the 27th day of November, 2102, said property was

and filing fees must be tendered with your

uay or November, 21UZ, Sald property was seized by the undersigned agency in Union County, Georgia. Property Seized: PROPERTY ONE: 2001 Dodge van vehicle, VIN 286HB11X61K558311, Fla. tag no. 803LIZ PROPERTY TWO: Eleven Thousand & Fifty Dollars (\$1150.00) in United States Cur-Conduct giving rise to said seizure: Said property was found in possession of LISA ANN RYAN and TODD ARTHUR NIX, and in close proximity to controlled and prohib-ited substances, to wit: COCAINE, OXY-CODONE, and MARIJUANA. Said property was intended to facilitate the use, posses-sion, possession with intent to distribute, and distribution of COCAINE, OXYCODONE, and MARIJUANA, in violation of the Geor-

gia Controlled Substances Act, or was the proceeds of said illegal activities. Further,

the said currency and the contraband were seized from the vehicle driven and owned by LISA ANN RYAN and occupied by TODD ARTHUR NIX, in Union County, Georgia, at the time of their arrest for Violations of the Georgia Controlled Substances Act and other charges other charges. The owner of said property is purported to Lisa Ann Ryan and Todd Arthur Nix 13522 Saddleback Trail Springhill, FL 77280 Any party claiming an interest in said property is hereby further notified that you must fill any claim in accordance with O.C.G.A. §16-13-49(n)(4) within 30 days of the second publication of this Notice of Seizure in the North Georgia News by serving said claim to the undersigned seizure anency. claim to the undersigned seizing agency and the District Attorney by certified mail, return receipt requested. day of January. 2013. This District Attorney
Enotah Judicial Circuit
SEIZING AGENCY: Inv. T. Miller Union County Sheriff's Office 940 Beasley Street Blairsville, Georgia 30512 (706) 439-6066 By: Cathy A. Cox-Brakefield Chief Assistant District Attorney 65 Courthouse Street, Box 6 Bairsville, Georgia 30512(706) 4

Blairsville, Georgia 30512(706) 439-6027 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 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 se-cure a Note from NORTHLAND TITLE PAWN, LLC, with interest from date at a rate per

cent per annum on the unpaid balance until

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 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 recorded in Plat Book veyors, dated June 1992, 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. Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property. The debt secured by said Security Deed The dept secured by said security used 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 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 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 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 File No. 7484A-03430

Under and by virtue of the power of sale contained in a Security Deed from TWIGGS INVESTMENTS, LLC to UNITED COMMUNITY January 6, 2010, in Deed Book 823, Page 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 February, 2013, the following described property:
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 part hereof.
Subject to a roadway easement as shown

Subject to a roadway easement as shown 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 sub-division roads for ingress and egress to the

above property. The debt secured by said Security Deed

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER

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 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 Salo 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 inunscribed 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

UNITED COMMUNITY BANK, as attorney in Fact for TWIGGS INVEST-MENTS, LLC

L. Lou Allen Stites & Harbison, PLLC

STATE OF GEORGIA

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03427

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 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 2 Note from NORTH AND 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 property:

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 Beainnina. The debt secured by said Security Deed has been and is hereby declared due behas 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.

spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and

matters of record superior to the Security

rebruary, 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 de-

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 Állen L. LOU Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03429

COUNTY OF UNION 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 Modification of Deed to Secure Debt recorded at Deed Book 737, Page 394, aforesaid records, as assigned to CADC/RADC Ven-ture 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 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"), 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 Thousand Nine Hundred Forty-Six and 25/100 Dollars (\$2,461,946,25), as subsequently endorsed to CRV and then to Holder (said note as 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");

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 February 2013, all of Debtor's right, title and interest in and to the following described property (collec-tively the "Property") tively, 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 plat of survey being incorporated herein by reference thereto for a more complete and accurate metes and bounds description of the above-described property.

Being all that property and the same property 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 Ford M. Ash, Sr. As Executor to Ford M. Ash, Sr., recorded at Deed Book 228, Page Ash, Sr., recorded at Deed Book 228, Page 726, Union County Deed records, and being 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 Man 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.

34, Union County Deed records.

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, fix-tures, 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 indebtedness 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 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 assessments and to 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 AN ORDER FOR SERVICE WAS GRANTED BY THIS COURT ON JANUARY 10, 2013, REQUIR-ING THE FOLLOWING: after the date of the Security Deed and con-sented to by the grantee therein. The entity that has full authority to negoti-TO: Janet Marie Carter Moyle This is to notify you to file objection, if there ate, amend, and modify all the terms of the Security Deed with Grantor is the secured Security Deed will drantor is the Secured creditor: Acorn 6B Majestic Ridge Real Es-tate, LLC, 4675 Macarthur Court, Suite 1550, Newport Beach, CA 92660, Attention: Peter Mateo, (949) 517-0822. Please understand

by 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** Justin S. Barry, Esq. One Atlantic Center Fourteenth Floor 1201 West Peachtree Street, NW Atlanta, Georgia 30309 (404) 572-6600 **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA 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 581, Page 591, Union County, Georgia records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 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, 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.

Debt recorded at Deed Book 717, page 446 aforesaid records, as modified by that Mod-

ification of Deed to Secure Debt recorded

at Deed Book 737, page 398, aforesaid records, as modified by that Modification

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 set August 24, 2011 and recorded in Deed

as of August 24, 2011 and recorded in Deed Book 890, Page 770, aforesaid records, and

as subsequently assigned to Acorn 6B Ma-jestic Ridge Real Estate, LLC ("Holder" or "Grantee") pursuant to an assignment to

that the secured creditor is not required

be recorded prior to foreclosure (the fore-going 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"), said Security Deed being given to secure a universal note dated October 17, 2007 in the original stated prin-cipal amount of Two Million Two Hundred Forty-One Thousand 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 February 2013, all of Debtor's right, title and interest in and to the following described property (collectively, the lowing 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 & 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.

described property.
All that tract or parcel of land lying and be

ing in Land Lots 110 & 111, 16th District, 1st

Ing in Land Lots Tho & ITT, foll district, ist Section, Union County, Georgia, containing 4.658 acres, Being "A. Bennett Tract" as shown on a plat of survey by Rochester & Associates, inc. dated January 20, 2000 and recorded in Plat Book 44 Page 186 Union County records which description on said last is incorporated herein by reference.

plat is incorporated herein by reference.
All that tract or parcel of land lying and be

ing in the 16th District, 1st Section, Land Lot 110 of Union County, Georgia, contain-ing 13.0 acres, more or less, and being Lots

1, 2, 3, 4, 5, 6, 7, 8, 9, and Tracts II and III 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 an allat of survey by Blairsville Surveying. 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. LESS AND EXCEPT: 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, releasing 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 replacement that are not of the

Note and the Security Deed, including but not limited to, the nonpayment of principal and interest when due. The indebtedness 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. 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 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 any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and conafter the date of the Security Deed and consented to by the grantee therein.

The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Grantor is the secured creditor: Acorn 6B Majestic 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 neootiate, amend or modify the by 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

Justin S. Barry, Esq. One Atlantic Center

Atlanta, Georgia 30309

1201 West Peachtree Street, NW

NOTICE OF SALE UNDER POWER STATE OF GEORGIA

By virtue of the Power of Sale contained in

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

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 752, Page 406, aforesaid Records, as fur-ther modified by the Modification of Deed to Secure Debt recorded in Deed Rook 771

to Secure Debt recorded in Deed Book 771 Page 774, aforesaid Records, as further modified by the Modification of Deed to Se-

Fourteenth Floor

COUNTY OF UNION

tures, 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

cure Debt recorded in Deed Book 795, Page 309, aforesaid Records, as further modi-fied 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 subsequently 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, modified, amended or amended and restated, is referred to as the "Security Deed"), said is reterred 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, asas transferred, as endorsed to Grantee, as-signed, renewed and modified from time to time, hereinafter referred to as "Note hat certain A"), (II) mat 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 enpromissory note, as transferred, as en-dorsed to Grantee, assigned, renewed and dorsed 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 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, asas transferred, as endorsed to Grantee, as signed, renewed and modified from time to time, hereinafter referred to as "Note C" and, together with Note A and Note B, 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 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: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 155 of Union County Georgia, and being further described as Lot 1, Containing 1.006 acres, more or less, and Lot 2, con-

taining 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 7, containing 0.963 acres, more or less, and Lot 10, containing 1.180 acres, more or less, and Lot 17, containing 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 23 containing 1.094 acres, more or less, and Lot 27, containing 1.173 acres, more or less, and Lot 28, containing 1.250 acres, more or less, and Lot 28, containing 1.250 acres, more or less, and Lot 28, containing 1.250 acres, more or less, and Lot 28, containing 1.250 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 taining 0.920 acres, more or less, and Lot 1.250 acres, more or less, of Baron's Hidge 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 by reference thereto for a full and complete describition of the above-described Land: description of the above-described Land; 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 water rights, wells, ditches, reservoirs, and water stock and all existing and future improve-ments, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described

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. nuceried 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 governmental assessments: (h) all prior restrictions. 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 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 Passalena California 91107 Attended

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 GEORGIA LIMITED LIABILITY COMPANY, AS

ATTORNEY-IN-FACT FOR Rivendale, L.L.C.

Theresa B. Hubbard, Esq.

(404) 572-6600

N(Jan9,16,23,30)B

One Atlantic Center, 14th Floor 1201 West Peachtree Street, N.W. Atlanta. Georgia 30309

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 Book 586 Page 758, UNION County, Georgia records; as last transferred to GMAC Mort-gage, LLC, conveying the after-described 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 property: All that tract or parcel of land lying and be-ing 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 Rook I. Page 232 Said 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 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 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 attached to and constituting a part of said 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 indi-vidual 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 L 50702 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 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.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited.

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 foreclothe 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 N(Jan9,16,23,30)B 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 Roak, 681, Page 266, Union County. 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 Dollars and Zero Cents (\$126,250.00), with interest from date at the rate as provided therein on the unpaid balance until paid.

Whereas the debt secured by the said deed

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, the following described real property to

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

All that tract or parcel of land lying and be-

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, containing 2.16 acres, more or less, as shown on a plat of survey by Tim Cable Surveying, dated March 25, 1994 and recorded in Union County Records in Plat Book 31, Page 104. Said plat is incorporated herein, by reference bereto, for a full and complete

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 pur-pose of paying the same and all expenses of this sale, including attorneys' fees (no-tice of intent to collect attorneys' fees hav-ing been given) ing been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set To the best knowledge and belief of Grant-ee, the above described property is in the possession of FRED S. ROBERTS, or a tenant 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

of Ingrain and assort former wante mindrator Totherow to Mortgage Electronic Registration 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 Records; as last transferred to Nationstar Martines 110, bus engineers the under Mortgage LLC by assignment; the undersigned, Nationstar Mortgage LLC pursuant to said deed and the note thereby secured. has declared the entire amount of said 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:

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 sur-

vey 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

Fred S. Roberts

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY
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

of the above described property. Commonly known as: 295 Rocky Creek Lane, Blairsville, 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 deed. 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

Said property will be sold as the property of

Jason Totherow and Miranda Totherow and

the proceeds of said sale will be applied to the payment of said indebtedness, the ex-

pense of said sale, all as provided in said

deed, and the undersigned will execute a deed to the purchaser as provided in the

atorementioned 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

៤. Ingram a

aforementioned Security Deed.

44-14-162.2(a).

www.mccurdycandler.com
The North Georgia News
Publication Dates: 01-09-2013, 01-16-2013, File No. 12-09645 /CONV/kgrant
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** GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE. 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.

Loanicare, 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 HIUNDRED 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 County, Georgia, to wit: All that tract or parcel of land lying and being in District 9, Land Lot 48, 1st Section of Union County, Georgia, containing 1.50 acres, more or less, as shown on a plat of survey 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 reference for a more complete description of HUNDRED SEVENTY-ONE AND 0/100 DOLerence for a more complete description of said property. And being the same property conveyed to Thomas K. Gillispie and Jen-

nifer 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, a

married man, dated October 20, 2008, and 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 nay the indebtedness as and when due and

pay the indebtedness as and when due and in the manner provided in the Note and Se-curity 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 above-referenced loan on behalf of the current owner of the Ioan: LoanCare, A Division owner of the loan: 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 valorem 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 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 company known as 445 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 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 the status of the loan with the holder of the security deed. LoanCare, A Division of FNF Servicing, Inc. as Attorney in Fact for Thom-as 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 N.Jang.16.23.3018 NOTICE OF SALE UNDER POWER 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, 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 pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and

as shown on a plat of survey by Southern Geosystems Ltd., R.L.S. #2298, dated Au-gust 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 subject to the easement granted to Blue Ridge Mountain EMC as recorded in Deed Book 664, Pages 23-24, Union County Records Contact

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

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 described as Lot Fourteen (14) of Hood Acres

cords. Grantor grants to grantee a perpetu-al, non-exclusive easement for ingress and

deed to-wit:

an interactusive easement for highest 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 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 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 individua 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 Constance R. Schabowsky and Robert L. Schabowsky and the proceeds of said sale will be applied to the payment of said in-

debtedness, 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

Attorney in Fact for Constance R. Schabowsky and Robert L. Schabowsky McCurdy & Candler, L.L.C.

(404) 373-1612 www.mccurdycandler.com WWW.mccurg/cander.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 COLLECTOR AND IS ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

NOTICE OF SALE UNDER POWER.

UNION COUNTY
Pursuant to the Power of Sale contained in

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, 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 property: All that tract or parcel of land lying and being in Land Lots 322 & 323, 9th District, 1st Section, Union County, Georgia, contain-ing 1.752 acres and being shown as Lot Fourteen (14) of Old Birch Bend on a plat of 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 easements as shown on said plat and to all existing 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 re-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 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 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 knowledge 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 ten-

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 guidelines.

(800) 846-2222 Note, however, that such entity or individual

Bank of America

Plano, TX 75024

Home Loan Assistance Dept. 7105 Corporate Drive

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 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.

The sale will be conducted subject to (1)

confirmation that the sale is not prohibited

under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status

of the loan with the holder of the Security

Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures

regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS ISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR PHH MORTGAGE CORPORA-SERVICING, LP as agent and Attorney in Fact for Angelia D Maltby and Benjamin T Maltby, Jr. Mattoy, 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 NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by William E Campbell to First Horizon Home Loan Corporation dated January 12 2004 in the arrest of 15 2004 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 ary 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 under-signed, First Horizon Home Loans a division INKEE(3) COURSES AND DISTANCES ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF JOHN SMITH MILL ROAD AS FOL-LOWS: N 65 DEGREES E 190 FEET, N 75 DE-GREES E 74 FEET, N 80 DEGREES E 41 FEET, THENCE S 432 FEET TO THE CENTERLINE OF of First Tennessee Bank National Asso-ciation pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and pay-able and pursuant to the power of sale con-

said deed to-wit:
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 plat is incorporated herein by reference.
The property is conveyed subject to the 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, Naira Courte coords. Union County, Georgia records.
The property is conveyed subject to the The property is conveyed subject to the powerline easement granted to Blue Ridge 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, together with all fixtures and other personal property conveved by said deed. 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 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 0.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of William E. Campbell and Patricia Campbell and the proceeds of said sale will be applicable to the control of the proceeds of said sale will be applicable to the control of the proceeds of of the proceeds

plied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will ex-

ecute a deed to the purchaser as provided in the aforementioned Security Deed. First Horizon Home Loans a division of First

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

Tennessee Bank National Association

Attorney in Fact for William E Campbell

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

BE USED FOR THAT PURPOSE.

tained 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:

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, assigned, 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 pub-

lic 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 the 17th District, 1st Section, Land Lot 216 of Union County, Georgia, and being

Lot 41 of Smokey Mountain Estates Subdivision, 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 berein by reference hereto for a full and herein, by reference hereto, for a full and description of the above decomplete description of the above de-scribed property. 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 assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record currents to the Sequitive. matters 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 distributed as provided by law.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited

under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.

The property is or may be in the possession of Johnny F. Williams, successor in interest

Wells Fargo Bank, NA as Attorney-in-Fact for Johnny F. Williams File no. 12-032590

AUGILIA, UA 30341-3941 (770) 220-2535/KB www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

SHAPIRO & SWERTFEGER, LLP* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100

NOTICE OF SALE UNDER POWER

Atlanta. GA 30341-3941

[FC-NOS]

IN SECURITY DEED STATE OF GEORGIA COUNTY OF UNION

COUNTY OF UNION
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 Modification of Deed to Secure Debt from MODIFICATION OF DEED TO SECURE DEDIT FROM SIGNEY J. Dyer and Laura A. Dyer to Bank of Blairsville, dated August 30, 2008 and recorded in Deed Book 772, Page 625, aforesaid records; as same has been assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment tion Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 853, Page 642, aforesaid zoro in Deen book 635, Page 642, aloresatu records (as same may have been further modified or assigned from time to time, collectively the "Security Deed"); and pur-suant 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 February, 2013, the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-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 RE-CORDED IN PLAT 38, PAGE 239 OF THE UNION COUNTY RECORDS, AND SAID PLAT BEING INCORPORATED HEREIN BY REFER-FINCE FOR A COMPLETE DESCRIPTION OF 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, UNION COUNTY RECORDS. 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 Citi-zens 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 indebtedness. 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

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-

cord.
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 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 30339 (678) 384-7005 N(Jan9,16,23,30)B

COUNTY OF UNION
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 Au-gust 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

STATE OF GEORGIA

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, 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 Feb-ruary, 2013, the following described real 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 CLEVELAND & 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 PLAT IS HEREBY INCORPORATED BY REF-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 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 Citi-

zens 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 indebtedness. 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 con-ditions 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 o 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-

and belief, the party in possession of the real property is Sidney Jonathan Dyer and Laura Ann Dyer, and tenants holding under 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 30339 (678) 384-7005 N(Jan9.16.23.30)B

STATE OF GEORGIA, COUNTY OF UNION

TION, 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 even date in the original secure a voice of even user 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 sale on the first Tuesday in February, 2013 Sale on the ITES LIESDAY III PEDITARY, 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; AND BEING DESCRIBED AS FOLLOWS.

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 15' 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 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 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. F/K/A CENDANT MORTGAGE CORP., 2001 BISHOPS GATE BLVD., MT. LAUREL, NJ 08054, 800-750-2518. Please note that, pursuant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best or mounty the ternis 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 ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. 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-

ber 17, 2001 in the amount of \$60,000.00

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 outery to the

in Union County, sell at public outcry to the highest bidder for cash, the property de-scribed 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, con-

taining 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

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 Geraldine J. Walker and the proceeds

Telephone: (972) 341-5398.

NOTICE OF SALE UNDER POWER

Plat Book C, Page 185. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above 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

or deratine 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 execute a deed to the purchaser as provided in the aforementioned Security Deed. JPMorgan Chase Bank, National Associa-Attorney in Fact for 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 File No. 12-10270 /FHLMC/mtucke 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** 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 Lindsey A. Squire and Kyle R. Squire to Mortantia Carlot and Carlot Sale and Carlot Squire to Mortantia Participation (Participation). gage Electronic Registration Systems, Inc., dated October 11, 2006, recorded in Deed Book 672, Page 227, Union County, Geor-gia 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 forth therein, there will be sold at public outcry to the highest bidder for cash be-

outer to the highest bluel for each be-fore 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 remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem 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. Wells Fargo Bank, N.A. is the holder of the Note and Se-

bailt, N.A. is the holder of the Note and Se-curity Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage

a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Lindsey A. Squire and Kyle R. Squire or a tenant or tenants and said property is under company known as 3095. property is more commonly known as 3995 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 final confirmation and audit of the status of the loan with the holder of the security 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-FT? EXHIBIT "A" All that treet expressed of send being in 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-ing 1.133 acres, more or less, as shown on a plat of survey by Rochester & Associates, 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 description of the above described property Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. MR/stm 2/5/13 Our file no. 51216912 - FT7 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 JANICE TRANDELL to Appalachian Community Bank dated December 23, 2004, recorded January 26, 2005, in Deed Book 563, Page 275. Union County, Control Control County, Coun

275, Union County, Georgia records, as transferred to Community & Southern Bank

pursuant to that certain Purchase and Assumption 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

Community Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment 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

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: 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 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 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 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 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. spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security matters or 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 JANICE TRANDELL or a tenant or tenants. or tenants.
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

File No. C0608-00437 This law firm is attempting to col-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

(706) 632-7923

N(Jan9,16,23,30)B

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 pur-suant 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 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 TRACT 1: All that tract or parcel of land lying and being in Land Lot 263, 9th District, 1st Section, 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

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

All that tract or parcel of land lying and be-ing in Land Lot 263, 9th District, 1st Sec-tion, Union County, Georgia, containing 1.0 acre, being described as follows: Begin-ning 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 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 recorded 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 Dyer 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, 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 secured 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 To the best of the undersigned's knowledge and belief, the real property is presently owned by Sidney Jonathan Dyer and Laura Ann Dyer. be applied to the payment of said indebt-edness, the expense of said sale, all as provided in said deed, and the undersigned To the best of the undersigned's knowledge 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-McCurdy & Candler, L.L.C. (404) 373-1612

(404) 373-1612
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The North Georgia News
Publication Dates: 01-09-2013, 01-16-2013,
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. Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by LORRIE K MASHBURN AND CLIFFORD R 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 ANNA
RAY FOSTER A/K/A ANNIE RAY FOSTER to
UNION COUNTY BANK N/K/A UNITED COM-JONES JR to MORTGAGE ELECTRONIC REG-MUNITY BANK, dated May 12, 1978, record-ed 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 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: 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; 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 1.

West side of an Alley; thence with said alley 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 A CREEK; THENCE TWO (2) COURSES AND DISTANCE ALONG AND WITH THE SAID CENTERLINE AS FOLLOWS: N 88 DEGREES W 48 to a locust stake fence corner, marking the boundary of this property, the high school property and that of Johnny Nelson; thence FEET TO THE POINT WHERE THE SAID CEN-TERLINE OF THE CREEK INTERSECTS THE CENTERLINE OF THE OLD ROAD; THENCE FOUR (4) COURSES AND DISTANCES ALONG 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 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 re-corded 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 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

Deed first set out above.

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 FIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 GEORGIA, UNION COUNTY
Because of default in the payment of the indebtedness, 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 Decemand recorded in Deed Book 401, Page 271, Union County, Georgia Records; as last transferred to JPMorgan Chase Bank, Na-