North Georgia News

Legal Notices for February 5, 2014

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of James W. Jones, Deceased All debtors and creditors of the Estate of James W. Jones, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the es-tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).

Representative(s). This 16th day of January, 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

NOTICE TO DEBTORS AND CREDITORS

IN RE: Estate of Bretney Martin Turner, De-All debtors and creditors of the Estate of Bretney Martin Turner, deceased, late of Union County, Georgia, are hereby noti-fied 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 14th day of January, 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 NOTICE TO DEBTORS AND CREDITORS

IN RE: Estate of Evelyn Kay Jones, De-

All debtors and creditors of the Estate of Evelyn Kay Jones, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the es-tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 14th day of January, 2014.

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 Nettie B. Conley, Deceased All debtors and creditors of the Estate of Nettie B. Conley, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the es-

tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).
This 9th day of January, 2014.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512 STATE OF GEORGIA UNION COUNTY ONION COONTY Notice to Kristopher Blake Orr A Pre-Warrant hearing will be held in Mag-

istrate Court on February 12, 2014 at 2:00 p.m. to determine if sufficient probable cause exists to warrant your arrest for the offense of Endangering Security Interest O.C.G.A. §§ 16-9-51 By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse Street, Suite 10 Blairsville, GA 30512 706-439-6008 STATE OF GEORGIA UNION COUNTY
Notice to Robin Lee Nash

NOUICE TO ROBIN LEE NASIN
A Pre-Warrant hearing will be held in Magistrate Court on February 12, 2014 at 2:00
p.m. to determine if sufficient probable
cause exists to warrant your arrest for the
offense of Endangering Security Interest
0.C.G.A. §§ 16-9-51
By Barbary Hollbroke Deputy Clark

By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse Street, Suite 10 Blairsville, GA 30512 NOTICE OF ELECTION OF BLUE RIDGE MOUNTAIN

SOIL AND WATER CONSERVATION DISTRICT SUPERVISOR February 3, 2014 To all qualified voters in Union County: Notice is hereby given that on November 4, 2014, a nonpartisan election will be held to

elect one supervisor(s) from Union County in the Blue Ridge Mountain Soil and Water Conservation District. District Supervisors serve as unpaid state officials who repre-sent their counties in support of soil and water conservation activities. March 7, 2014, is the last day on which nominations for candidates for the elec-tion will be accepted. The signatures of at least 25 qualified electors of the county are required to nominate a candidate. Can-didates must also be qualified electors of the county. Nominating petitions must be received in the office of the Union County Election Superintendent at Union County Annex II, 76 B Hunt Martin Street, Suches, GA not later than 12:00 noon on March 7, 2014. Petitions may be obtained from the Conservation Commission at the address below, from the Commission's website at www.gaswcc.org or from the Election Su-perintendent of Union County. STATE SOIL AND WATER CONSERVATION COMMISSION Brent L. Dykes, Executive Director 4310 Lexington Road P. O. Box 8024 Athens, GA 30603 N(Feb5,12)B

NOTICE OF UNCLAIMED PROPERTY VALUE AT MORE THAN \$75 Pursuant to O.C.G.A 17-5-54, any party

claiming an interest in the following prop-erty is hereby notified that on January 24, 2014, said property was located in the evidence room of the Union County Sheriff's Office in Union County, Georgia. Property Seized: Property Description Owner 1992 Honda Accord V.I.N. 1HGCB7271-NA043811 Tracey Nichols Scruggs Unknown year Red Honda Accord Missing V.I.N. Unknown 1992 Honda Accord V.I.N. 1HGCB7556-

NA215924 Pamela Ledford McClure NAZ15924 Pamela Ledford McClure 1994 Jeep Cherokee V.I.N.1JTFTSXRL133309 Sharon Beck Allen 1997 Chevrolet C1500 Pick-Up, V.I.N. 16CEC19M2VE249192 Leon Oscar Pendergrass Unknown Make and model floor safe, serial number S182865 Unknown National Security safe Company Unknown Conduct giving rise to said order: said property was stored in the Union County Sheriff's Office Evidence Room for over 90

days and no person has laid claim to said property. Any party claiming an interest in said property is hereby further notified that you must file a claim in accordance with O.C.G.A. 17- within 30 days of the fourth publication of the Notice of Disposition of Unclaimed Property in the North Georgia News by serving said claim to the undersigned seizing agency by certified mail, return receipt requested. The serial number to the above listed items have been partially hidden,

instea items have been partially induen, owner must be able to prove which case the items was seized from or have valid proof of purchase indicating the complete serial number.

Mack Mason, Sheriff Union County, Ga. 378 Beasley Street Blairsville, Ga. 3051 (706)439-6066 NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

USED FOR THAT PURPOSE. USED FOR HAR TURFUSE.
Under and by virtue of the Power of Sale
contained in a Security Deed given by Caroline Konkel to Mortgage Electronic Registration Systems, Inc., solely as nominee
for First Horizon Home Loan Corporation, its successors and assigns, dated January 9, 2007, recorded in Deed Book 687, Page 344, Union County, Georgia Records, as last transferred to Federal National Mortgage Association by assignment recorded in Deed Book 879, Page 766, Union County, Georgia Records, conveying the after Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY THOUSAND AND 0/100 DOLLARS (\$180,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Geor-gia within the legal hours of sale on the gla within the legal libration of sale of the fiftest Tuesday in March, 2014, the following described property: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 79 of Union County, Georgia, containing 2.148 acres, more or less, and being Lot 9 of Chestnut Ridge Subdivision as shown on a plat of Survey by Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated 11/1/91 and recorded in Union County, Georgia Records in Plat Book 27, Page 156. Said plat is incorporated into this instrument, by reference hereto, for a complete and accurate description of the above described proper-ty. Subject to restrictions recorded in Union County, Georgia Records in Deed Book 199, Pages 390-391, re-recorded in Deed Book 200, Pages 680-681 and amended in Deed Book 203, Page 80, Union County, Georgia Records, Subject to a roadway easement as shown on the plat. Grantors also grant to grantees a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible 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). Seterus, Inc. services the above referenced loan on behalf of the current owner of the loan. Seterus, Inc. can be contacted at 888-917-3094 or by writing to 14523 S.W. Millikan Way Suite 200, Beaverton, OR 97005, to discuss possible alternatives to foreclo-sure. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing 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 out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Seterus, Inc., 14523 S.W. Millikan Way Suite 200, Beaverton, OR 97005 888-917-3094. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Caroline Konkel or a tenant or tenants and said property is more com-monly known as 359 Chestnut Ridge Road,

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 confirma-tion and audit of the status of the loan with the holder of the security deed. January 27,

2014 Federal National Mortgage Associa-tion as Attorney in Fact for Caroline Konkel RCO Legal, P.S. 1587 Northeast Expressway

Atlanta, GA 30329 (770)-234-9181 www. rcolegal.com 1R141214 TS#: 1R141214 FEI # 2013.00637 02/05/2014, 02/12/2014,

N(Feb5,12,19,26)B

02/19/2014,02/26/2014

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT

IN DEED TO SECURE DEBI Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Rabekah Lilly to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc. in the original principal amount of \$220,000.00 dated 03/12/2007, and recorded in Deed Book 696, page 533, Union County records, said Security Deed being last transferred and assigned to Green Tree Servicing LLC in Deed Book 946, page 27, Union County records, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door, in said County during the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of March, 2014 by Green Tree Servicing, LLC, as Attorney-in-Fact for Rabekah Lilly the following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 70 & 71, Union County, Georgia, and being further described as Lot Twelve (12) of Nattley Woods Subdivision as shown on of Nottley Woods Subdivision, as shown on a plat of survey by Jack Stanley, DCS, dated 11/15/76 and recorded in the Union County records in Plat Book F, Page 180, and said plat is incorporated herein, by reference, hereto, for a full and complete description of the above property. The property is subject to the restrictions recorded in Deed Book 95, Page 215, Union County records.
Property known as: 6261 Nottley Woods E Rd., Blairsville, GA 30512 The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment

of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law). The property will be sold as the property of Rabekah Lilly subject to the following:

(1) all prior restrictive covenants, easements, rights-of-way or encumbrances;

(2) all valid zoning ordinances;

(3) matters which would be disclosed by an accurate survey of the property;

(4) the outstanding of the property;

(5) the contractive and accurate the contractive of the property and accurate the contractive of the property of the property and accurate the contractive of the property and accurate the property of the property of the property and accurate the property of the property o ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above. Green Tree Servicing, LLC holds the Note and referenced Security Deed and services the loan on behalf of Federal National Mortgage Association, the current owner of your loan. Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is:

Green Tree Servicing, LLC 7360 S. Kyrene Road Mail Stop P-214 Tempe, AZ 85283 PH: 877-337-4141 Pursuant to O.C.G.A Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness.

bekah Lilly. Green Tree Servicing, LLC, as Attorney-in-fact for Rabekah Lilly. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. 115 Perimeter Center Place South Terraces, Suite 1000 Atlanta, GA 30346 Atlanta, GA 30346 Phone - 770-392-0398 Toll Free - 866-999-7088 www.penderlaw.com Our File No. 13-03473-1 **NOTICE OF SALE UNDER POWER**

To the best of the undersigned's knowledge and belief, the party in possession is Ra-

ROTIGE OF SALE UNDER FOWER GEORGIA, UNION COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from JOHN PETER ESQUIVEL to Mortgage Electronic Registration Systems, Inc. as nominee for

Countrywide Bank, N.A., dated March 15, 2006, recorded March 22, 2006, in Deed Book 637, Page 4-24, Union County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Thirty-Two Thousand and 00/100 dollars (\$132,000.00), with interest thereon as provided for therein, said Security Deed having

been last sold, assigned and transferred to BANK OF AMERICA, N.A., 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 March, 2014, all property described in said Security Deed including but not limited to the following described property:
ALL THAT TRACT OR PARCEL OF LAND LYING
AND BEING IN LAND LOT 271, 9TH DISTRICT,
1ST SECTION, UNION COUNTY, GEORGIA CONTAINING 0.973 ACRES AND BEING LOT 139 IN THE MOUNTAIN PHASE IV, AS SHOWN ON PLAT OF SURVEY BY ROCHESTER & AS-SOCIATES, INC., RS 1534, DATED 10/18/95, LAST REVISED 12/20/99 AND RECORDED IN PLAT BOOK 46, PAGE 218, UNION COUNTY RECORDS, WHICH DESCRIPTION IS INCOR-PORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

MADE A PART HEREOF.
THE PROPERTY IS SUBJECT TO THE ROAD
EASEMENTS AS SHOWN ON SAID PLAT.
THE PROPERTY IS SUBJECT TO RESERVATIONS AND RESTRICTIVE COVENANTS AS
RECORDED IN DEED BOOK 259, PAGES 471473, UNION COUNTY RECORDS.
THE PROPERTY IS CHILD FOR TO AN EAGE THE PROPERTY IS SUBJECT TO AN EASE-MENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 239, PAGE 660, UNION COUNTY RECORDS.
THE PROPERTY IS SUBJECT TO THE WATER
AGREEMENT RECORDED IN DEED BOOK 332 PAGES 91-96 UNION COUNTY RECORDS. GRANTOR GRANTS TO GRANTEE A NON-EXCLUSIVE PERPETUAL EASEMENT OF IN-GRESS AND EGRESS TO THE ABOVE PROP-ERTY ALONG THE SUBDIVISION ROADS.
Said legal description being controlling, however the property is more commonly known as 222 AJ's Holler a/k/a 218 AJ's Holler, Blairsville, GA 30512.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. the terms of the Security Deed and Note. Said property will be sold on an "as-is" ba-sis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to and any other induces of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is JOHN PETER ESQUIVEL, YOLANDA ESQUIVEL, or

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: (annough not required by law to us so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Telephone Number: 800-846-2222.
BANK OF AMERICA, N.A. as Attorney in Fact for JOHN PETER ESQUIVEL

The sale will be conducted subject (1) to 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

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092 Telephone Number: (877) 813-0992 Case No. BAC-13-08708-1 Ad Run Dates 02/05/2014, 02/12/2014, 02/19/2014, 02/26/2014 www.rubinlublin.com/property-listings.

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 Caroll Nielsen Moss to Bank of America NA debt Eebrus

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

N(Feb5,12,19,26)B

to Bank of America, N.A., dated February 17, 2006, recorded in Deed Book 631, Page 664, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-FIVE THOUSAND FIVE AND 0/100 DOLLARS (\$55,005.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an atternative, within the legal hours of sale alternative, within the legal hours of sale on the first Tuesday in March, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valor-em taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Bank of America, N.A. is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 7105 Corporate Drive, Plano, TX 75024, (661) 951-5100. To the best knowledge and belief of the undersigned, the party in possession of the property is Caroll Nielsen Moss or a tenant or tenants and said property is more commonly known as Lot 44 Old Birch Bend, 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 au-dit of the status of the loan with the holder of the security deed. Bank of America, N.A. as Attorney in Fact for Caroll Nielsen Moss McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.fore-closurehotline.net MR/tkn 3/4/14 Our file no. 525514-FT4 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot parcel of land lying and being in Land Lot 322, 9th District, 1st Section, Union County, Georgia, containing 1.138 acres and be-ing shown as Lot Forty-Four (44) of Old Birch Bend, Phase III, on a plat of survey by Rochester & Associates, Inc., RS #2349, dated 5/2306 and recorded in Plat Book dated 5/23/05 and recorded in Plat Book 56 page 282 Union County records, which description on said plat is hereby incorporated by reference and made a part hereof. The property is subject to an easement to Blue Ridge Mountain EMC recorded in Deed Book 587 page 73 Union County records. Grantor grants to grantee a non-exclusive easement for the use of the subdivision roads for ingress and egress to the above property. MR/tkn 3/4/14 Our file no. 525514 - FT4 NOTICE OF SALE UNDER POWER GEORGIA, Union COUNTY THIS IS AN ATTEMPT 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 Herbert Ernst to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AMERICAN BROKERS CONDUIT, dated April 17, 2007, recorded in Deed Book 704, Page 98, Union County, Georgia records, as last transferred to DEUTSCHE BANK NA-TIONAL TRUST COMPANY, AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSET TRUST 2007-4 by assignment recorded or to be re-corded, Union County, Georgia records conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00); with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in March, 2014 the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 10TH DISTRICT, 1ST SEC-TION. LAND LOT 84 OF UNION COUNTY. GEOR-TION, LAND LUI 84 OF UNION COUNTY, EEDRIGIA, AND BEING LOT 1 OF STONEBRIDGE DEVELOPMENT, CONTAINING 0.82 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY BLAIRSVILLE SURVEYING CO., DATED OCTOBER 23, 1992, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 27, PACE 149, SALD BUT IS INCORPORATED. 27, PAGE 188. 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 ROAD FOR INGRESS AND
EGRESS TO THE ABOVE DESCRIBED PROP-

ERTY. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set The entity that has full authority to nego-

tiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LLC, Attention: Home Retention Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Fax 407-737-5693. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the parties in possession of the property are Herbert Ernst or a tenant or tenants and said property is more com-monly known as 44 Miller Cove Branch Rd, Blairsville, GA 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 DEUTSCHE BANK NATIONAL TRUST COM-PANY, AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSET TRUST 2007-4 As Attorney in Fact for Herbert Ernst Weissman, Nowack, Curry & Wilco, PC Attn: Ocwen Team One Alliance Center

3500 Lenox Road Atlanta, GA 30326 (866) 357-8501 Our File# 019202 N(Feb5.12.19.26)B **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY

By virtue of the power of sale contained in a Security Deed from Kayla L. Mullins to Mortgage Electronic Registration Systems

Inc., as nominee for United Community Mortgage Services, Inc., its successors and assigns dated March 7, 2012 recorded in Deed Book 895, Page 440-455, Union County Records, and last assigned to JPMorgan Chase Bank, National Association, conveying the after-described property to secure a Note in the original principal amount of SIXTY-SIX THOUSAND THREE HUNDRED TWENTY-SIX AND 00/100 (\$66,326.00), with will be sold at public outcry to the highest bidder for cash, before the Courthouse door of Union County, Georgia, during the legal hours of sale on the first Tuesday, March 4, 2014 the following described property, All that tract or parcel of land lying and being in Land Lot 304, 9th District, 1st Section, Union County, Georgia, containing 1.045 acre, more or less, and being shown Ride Mountain Surveying, Inc. dated February 9, 2012, as recorded in Plat Book 64,

Page 199, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

The property is subject to the 18' road easement as shown on said plat. The property is subject to the easement as recorded in Deed Book 183, Page 543, Union County records, as shown on afore-The Debt secured by said Security Deed has been and is hereby declared due be-cause of nonpayment of the indebtedness when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, the sale will be made for the purpose of paying the same and all expenses of sale, as provided in the Secu-rity Deed and by law, including attorney's fees, notice of intent to collect attorney's fees having been given. Said property will be sold subject to any

outstanding ad valorem taxes, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Kayla L. Mullins or, a tenant or tenants, and said property was or is commonly known as 79 Reed White Road Blairsville, GA 30512.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited. 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 JPMorgan Chase Bank, National Associa-

As Attorney in Fact for Kayla L. Mullins Martin & Brunavs 2800 North Druid Hills Rd. Building B, Suite 100 Atlanta, GA 30329 (404) 982-0088 M&B File No.: 13-21435 Publication Dates: February 5, 12, 19, 26, THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR, ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNION COUNTY

Because of default in the payment of the indebtedness secured by a Real Estate Deed to Secure Debt from Angel Business Catalyst, LLC to Atlantic Southern Bank

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA

dated March 13, 2009, and recorded on April 29, 2009 in Deed Book 798, Pages 642-652 in the records of the Office of the Clerk of the Superior Court of Union County, Georgia, as modified, amended and/or continued (collectively hereafter referred to as the "Deed"), as last transferred to CertusBank, N.A. by Assignment of Loan Documents filed of record on September 3, 2013 in Deed Royk 1953, Pages 4/82-651 3, 2013 in Deed Book 953, Pages 448-451 in the records of the Office of the Clerk of the Superior Court of Union County, Georgia, conveying the herein below described property to secure a Promissory Note dated March 1, 2010 from Angel Business Catalyst, LLC to Atlantic Southern Bank in the original principal amount of \$1,309,923.84 with interest at the rate specified therein, as amended modified and/or continued. as amended, modified and/or continued, the undersigned, CertusBank, N.A., pur-suant to said Deed and Promissory Note thereby secured, has declared the entire amount of said indebtedness due and pay-able, and pursuant to the powers of sale contained in said Deed, will, on the first Tuesday in March, 2014 (Tuesday, March 4, 2014), during the legal hours of sale, at the Courthouse door in Union County, Georgia, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit: ALL THAT LOT, TRACT OR PARCEL OF LAND,

TOGETHER WITH ALL IMPROVEMENTS
THEREON, LYING AND BEING IN LAND LOT
55 OF THE 9TH LAND DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING 5.00 ACRES AND BEING ALL OF TRACT
ONE, AS SHOWN ON A PLAT OF SURVEY
PREPARED FOR DAVID L. PALMOUR AND A.
BETH PAI MOUIR RY BOREFT I BREFIL OVE BETH PALMOUR BY ROBERT J. BREEDLOVE, GEORGIA REGISTERED LAND SURVEYOR NO. 2228, BLAIRSVILLE SURVEYING CO., DATED NOVEMBER 3, 2000, A COPY OF SAID PLAT BEING ON RECORD IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF UNION COUNTY, GEORGIA, IN PLAT BOOK 46, PAGE 174, WHICH PLAT IS HERETO INCORPORAT-ED BY REFERENCE FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY: SUBJECT TO ALL EASEMENTS AS DELIN-EATED ON A QUITCLAIM DEED FROM A. BETH PALMOUR TO DAVIS L. PALMOUR. DATED NOVEMBER 27, 2000, AS RECORDED IN DEED BOOK 359, PAGE 539-540, OF THE UNION COUNTY, GEORGIA DEED RECORDS.
SUBJECT TO AN EASEMENT AGREEMENT SUBJECT TO AN EASEMENT AURIEMENT BETWEEN CHARLOTTE MURPHEY F/K/A CHARLOTTE P. GARRETT AND A. BETH PALMOUR, DATED MARCH 30, 1993, AS RECORDED IN DEED BOOK 204, PAGES 30-31,

CURDED IN DEED BOUR 204, PAGES 30-31, AFORESAID RECORDS.
SUBJECT TO A BOUNDARY LINE AGREEMENT BETWEEN CHARLOTTE MURPHEY F/K/A CHARLOTTE P. GARRETT AND A. BETH PALMOUR, DATED MARCH 30, 1993, AS RE-CORDED IN DEED BOOK 204, PAGES 32-34, CURDED IN DEED BOOK 204, PAGES 32-34, AFORESAID RECORDS.
LESS AND EXCEPT, FROM TRACT 1: ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOT 55 OF THE 9TH LAND DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING 1.25 ACRES, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY

DEED (FOR LIFE WITH REMAINDER TO SURVIVOR) FROM JOHN C. NEUSHAFER TO CHRISTOPHER J. SIMMONS AND LINDA M. SIMMONS DATED DECEMBER 20, 2006, AND RECORDED IN DEED BOOK 685, PAGES 4-5, AFORESAID RECORDS. THACLE TOT, TRACT OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, LYING AND BEING IN LAND LOT 55 THEHEON, LYING AND BEING IN LAND LUI 55 OF THE 9TH LAND DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING 4.37 ACRES, AS SHOWN ON A PLAT OF SURVEY PREPARED FOR C.R. AND L.M. INVESTORS, LLC BY ROBERT J. BREEDLOVE, GEORGIA REGISTERED LAND SURVEYOR NO. 2228, BLAIRSVILLE SURVEYING CO., DATED JANUARY 3, 2005, A COPY OF SAID PLAT BEING OF RECORD IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF UNION COUNTY, GEORGIA, IN PLAT BOOK 55, PAGE 129, WHICH PLAT IS HERETO INCORPORATED BY PEFERBENCE EOR A MORE COMPLETE DE

REFERENCE FOR A MORE COMPLETE DE-SCRIPTION OF SAID PROPERTY. ALSO CONVEYED IS A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS AND UNDERGROUND UTILITIES ACROSS THE EXISTING TEN FOOT GRAVEL ACROSS THE EXISTING TEN FOUT GRAVEL DRIVEWAY ACCESS AND UNDERGROUND UTILITY EASEMENT ACROSS THE TRACT SHOWN AS "OUT PARCEL" ON THE ABOVE PLAT OF SURVEY PLUS AND ADDITIONAL TWO AND ONE-HALF FOOT DRIVEWAY AC-CESS AND UNDERGROUND UTILITY EASE-MENT RUNNING ALONG EACH SIDE OF THE TEN FOOT GRAVEL DRIVEWAY ACCES AND UNDERGROUND UTILITY EASEMENT, ALSO A FIFTEEN FOOT WIDE EASEMENT FOR IN-GRESS AND EGRESS FOR THE INSTALLATION UTILITY ENERGY OF UNDERGROUND
UTILITY EASEMENT" SHOWN ON SAID
PLAT OF SURVEY AND A FIFTEEN FOOT WIDE
EASEMENT FOR INGRESS AND EGRESS FOR
THE INSTALLATION AND MAINTENANCE OF
UNDERGROUND LITTLE OVER THE 1902 UNDERGROUND UTILITIES OVER THE "PRO-POSED ACCESS AND UTILITY EASEMENT" AND "EXISTING OLD ROAD RED" RUNNING AND "EXISTING OLD ROAD RED" RUNNING ALONG GUM LOG ROAD (100 FOOT RIGHT OF WAY) CROSSING THE EASTERN LINE OF THE "OUT PARCEL" AND CONTINUING TO THE PROPOSED ACCESS UTILITY EASEMENT AND RUNNING FROM THE SOUTHERN POINT OF SAID PROPOSED EASEMENT TO THE NORTHERN LINE OF THE ABOVE REFERENCED 4.37 ACRES; SAID EASEMENTS ARE FOR THE BENEFIT OF AND APPURTENANT TO THAT LAND. OR ANY PORTION OF IT. IDEN

TIFIED AS 4.37 ACRES ON THE AFOREMEN-TIONED PLAT OF SURVEY. SUBJECT TO AN EASEMENT AGREEMENT BE-SUBJECT TO AN EASEMENT A GREEMENT BE-TWEEN CHARLOTTE MURPHY FIVA CHAR-LOTTE GARRETT AND A. BETH PALMOUR, DATED March 30, 1993, AS RECORDED IN DEED BOOK 204, PAGE 30-32, AFORESAID DECORDE. SUBJECT TO A BOUNDARY LINE AGREE-MENT BETWEEN CHARLOTTE MURPHY F/K/A CHARLOTTE P. GARRETT AND A. BETH PALMOUR, DATED March 30, 1993, AS RE-

THAT LAND, OR ANY PORTION OF IT, IDEN-

PALMOUR, DATED March 30, 1993, AS RE-CORDED IN DEED BOOK 204, PAGES 32-34, AFORESAID RECORDS.
THIS IS THE SAME PROPERTY CONVEYED TO GRANTOR BY DEED IN LIEU OF FORE-CLOSURE FROM JOHN C. NEUSCHAFER OF RECORD IN DEED BOOK 741, PAGE 427, CLERK'S OFFICE, UNION COUNTY SUPERIOR COURT The above description being controlling, said property is commonly known as Tract 1 and Tract 2, Gumlog Road, Young Harris,

Union County, Georgia together with all fixtures and personal property attached to and constituting a part of said property. To the best knowledge and belief of the undersigned, the party in possession of the property is Angel Business Catalyst, LLC or a tenant(s). a tenant(s).

The indebtedness secured by said Deed and Promissory Note 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 is the monter reveited in each Deed to the property of the and in the manner provided in said Deed and Promissory Note. For the indebtedness 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 Deed and by law, including attorneys' fees. Notice of intention to collect attorneys' fees in accordance with the terms of said Deed and Promissory Note has been given. The sale will be held subject to any unpaid tax-es (including taxes which are a lien, but not yet due and payable), assessments, rights restrictions, ordinances, and all other superior matters of record which may affect said property. The sale will be conducted subject to (i) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code, and (ii) final confirmation and audit of the status of the loans with the holder of the Deed. Said property will be sold as the property of Angel Business Catalyst, LLC and the pro-ceeds of the 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 said Deed. Such sale is further subject to O.C.G.A. Section 9-13-172.1 in regard to the rescission of judicial and non-judicial sales in Georgia. The entity who has full authority to negotiate, amend or modify all terms of the mortgage is Ray Persenaire, CertusBank, N.A., 1170 Peachtree Street, Suite 2400, Atlanta, Georgia 30309, (678) 293-1043.

CertusBank, N.A., Attorney-in-Fact for Angel Business Catalyst, LLC Mark S. Watson, Attorney for CertusBank, WatsonMcCallum, LLP 111 Arkwright Landing, Suite D Macon, Georgia 31210 (478) 254-6033 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.

N(Feb5,12,19,26)B

COUNTY OF UNION NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from DANIEL K. GIBBS and TERESA K. GIBBS to Gilmer County Bank (a division of Appalachian Community Bank) dated February 7, 2002, recorded February 25, 2002, in Deed Book 407, Page 776, Union County, Georgia re-cords, as modified by Modification Agree-ments recorded in Deed Book 450, Page 394, Deed Book 519, Page 586 and Deed Book 563, Page 649, Union County, Geor-gia 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 Insurance Corporation, Receiver of Gilmer County Bank (a division of Appalachian Community Bank) and The Federal Deposit Insurance Corporation, and as as-signed to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835, Page 291, Union County Records; as further modified by Modification Agree-ment recorded in Deed Book 925, Page ment recorded in Deed Book 923, Page 219, Union County, Georgia records, said Security Deed being given to secure a Note from DANIEL K. GIBBS dated August 2, 2010 in the original principal amount of Thirteen Thousand Six Hundred Seventy Three and 30/100 (\$13,673.30) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in March, 2014, the following de-All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 91 of Union County, Georgia, containing

21, 1992 and recorded in Union County Records Plat Book 50, Page 12. Said plat is incorporated herein, by reference, for a full and complete description of the above described property.

The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees (notice of intent to conect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is DANIEL K. GIBBS and TERESA K. GIBBS or a tenant or tenants.
COMMUNITY & SOUTHERN BANK,
as attorney in Fact for DANIEL K. GIBBS and

1 acre, more or less and being shown as Tract II-AI as shown on a plat of survey by Rochester & Associates, Inc., dated May

520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 (700) 632-7923 File No. C0608-00515 This Law Firm is attempting to col-lect a debt. Any information obtained Will be used for that purpose. **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY

By virtue of Power of Sale contained in

TERESA K. GIBBS

L. Lou Allen Stites & Harbison, PLLC

Deed to Secure Debt ("Security Deed") from ("Grantor") to KENNETH JENKINS ("Grantee"), dated September 4, 2009, recorded September 8, 2009, in Deed Book 812, Page 444, Union County, Georgia Re-cords, said Security Deed being given to secure a Note of even date in the original principal amount of Forty five Thousand and 00/100 Dollars (\$45,000.00), with interest from date at the rate as provided therein on the unpaid balance until paid. Whereas the debt secured by the said deed to secure debt aforesaid, has become in default as to the principal and interest and the holder thereof has declared the entire indebtedness as once, immediately due and payable; now, therefore, pursuant to the terms, provisions, and conditions of the aforesaid deed to secure debt and the laws in such cases made and provided for, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Blairsville, Union County, Georgia, within the legal hours of sale on the first Tuesday in March, 2014, the following described real property to wit: All that tract or parcel of land lying and being in Land Lots 79 & 98, 16th District, 1st Section, Union County, Georgia, being Lot Seventy-Five (75) of River's Edge RV Park containing 0.107 acre as shown on a plat of survey by Rochester & Associates, Inc., dated 01/22/02, as recorded in Plat Book 50, page 170, Union County records, which description is incorporated herein by reference and made a part hereof. The property is subject to the road easements as shown on said plat.
The property is subject to the Declaration of Restrictions as recorded in Deed Book 425, pages 235-257, as amended in Deed Book 431, pages 318-319, as amended in Deed Book 441, Pages 38-40, Union County The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 160, page 531 and Deed Book 410, page 117 Union County records.

Grantor grants to grantee a non-exclusive perpetual easement for ingress and egress to the above property along the roads as shown on said plat. Property Address: Lot 75, River's Edge RV Park, Phase I, Blairsville, GA 30512 The debt secured by the Security Deed has been and is hereby declared due because of, among other possible events of default, failure to comply with the terms of the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorneys' fees (no-tice of intent to collect attorneys' fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property any assessments. spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-

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

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

The property is subject to the flood hazard

County records.

line as shown on said plat.

sold subject to the outstanding ad valorem sous subject to the outstanding at taxes and/or assessments, if any. Jack Lance Jr. As Attorney in Fact for Kenneth Jenkins N(Feb5,12,19,26)B NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by LILLIAN CHLOE ARROWOOD-FARR

cord superior to the Security Deed first set

out above. To the best knowledge and belief of Grantee, the above described property is in the possession of Thomas Gilbert and Sherry Naylor, a tenant or tenants, and will be

to the Bank of Hiawassee d/b/a Bank of Blairsville, being dated September 8, 2000, recorded in Deed Book 354 Pages 227-237,

Union County Georgia records, last as-signed to Citizens South Bank, in Deed Book 853, pages 642-650, Union County, Georgia records; Citizens South Bank having sub-sequently merged with Park Sterling Bank and Park Sterling Bank being the surviving entity as evidenced by Affidavit Regarding Articles of Merger recorded in Deed Book 917, pages 439-443, Union County, Georgia records, said Deed to Secure Debt, securing a note dated September 8, 2000 from Lillian Chloe Arrowood-Farr to Bank of Hiawassee d/b/a Bank of Blairsville, in the origi-nal principal amount of \$107,000.00, with interest thereon as set forth therein, which debt is secured by the aforementioned Deed to Secure Debt, 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 March, 2014, the following described property: "ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOT 86 OF UNION COUNTY, GEORGIA, CONTAINING 2.50 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY MADE BY ROY A. TERRELL, GA. R.L.S. #1700 DATED MAY, 1982 AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF UNION COUNTY, GA IN PLAT BOOK M FOLIO 81 AND FULLY DESCRIBED AS FOL-

TO ARRIVE AT THE TRUE POINT OF BEGIN-NING, START AT THE INTERSECTION OF THE CENTERLINE OF PINE LOG ROAD AND THE CENTERLINE OF PINE LOG ROAD AND ROGER'S BRANCH; THENCE S 55 30 EAST 207.03 FEET TO A RED PLASTAKE SET IN THE SOUTH RIGHT-OF-WAY LINE OF PINE LOG RADD, THE TRUE POINT OF BEGINNING; THENCE ALONG AND WITH SAID RIGHT-OF-WAY LINE THREE (3) COURSES AND DISTANCES AS FOLLOWS: S 88 56 30 EAST 53.50 FEET, N 65 03 EAST 57.04 FEET, N 46 46 EAST 110.11 FEET TO A RED PLASTAKE; THENCE S 43 14 EAST 330.35 FEET TO A RED THENCE S 43 14 EAST 330.35 FEET TO A RED PLASTAKE SET IN THE WEST RIGHT-OF-WAY LINE OF GUMLOG ROAD; THENCE WITH SAID

RIGHT OF WAY LINE S 30 46 WEST 372.0 FEET TO A RED PLASTAKE; THENCE N 25 37 WEST 512.16 FEET TO THE TRUE POINT OF BEGINNING. SAID PROPERTY IS LOCATED AT 161 PINE LOG ROAD F/K/A 1028 PINE LOG ROAD, YOUNG HARRIS, GA 30582." The debt secured by said Deed to Secure Debt, has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the note and Deed to Secure Debt. The debt remaining in default, this sale will be made for the purpose of paving the same and all expenses of this sale, as provided in the Deed to Secure Debt, and by law, in-cluding attorneys fees (notice of intent to collect attorneys fees having been given).
Said property will be sold subject to any
outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, cove-nants, and matters of record superior to the Deed to Secure Debt, first set out above. The individual or entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Park Sterling Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortamend, or modify the terms of the morr-gage instrument. Said property will be sold as the property of Lillian Chloe Arrowood-Farr. To the best knowledge and belief of the undersigned, the party in possession of the property is Lillian Chloe Arrowood-Farr, or a tenant or tenants. Any person who occupies the

property pursuant to a bona fine lease or tenancy may have additional rights pur-suant to the federal Protecting Tenants at Foreclosure Act of 2009. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee d/b/a Bank of Blairsville, as attorney in fact for Lillian Chloe Arrowood-Farr. Bruce L. Ferguson Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546 (706)-896-9699 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

COUNTY OF UNION

By virtue of the power of sale contained in that certain Security Deed from TUCKER'S that certain Security Deed from TUCKER'S EMPORIUM & BAKERY, LLC, a Georgia limited liability company ("Grantor"), to UNITED COMMUNITY BANK ("Original Grantee"), dated September 28, 2005, and recorded in Deed Book 606, Pages 406-415, Union County, Georgia Superior Court Records, as modified by Modification of Security Deed dated October 26, 2009, and recorded in Deed Book 817, Pages 31-33, aforesaid records, and as further modified by Modirecords, and as further modified by Modification of Security Deed dated October 26, 2012, and recorded in Deed Book 920, Pages 131-133, aforesaid records (said Securi-ty Deed, as may have been further modified and assigned from time to time, hereinafter referred to collectively as the "Security Deed"), said Security Deed being given to secure, inter alia, the payment of a promissory note dated September 28, 2005, made by Grantor to the order of Original Grantee in the original principal amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED NINETY-FIVE and 00/100 Dollars (\$278,195.00), as last renewed by promissory note dated October 26, 2012, which, inter alia, modified the principal amount to \$255,978.20, with interest from the date thereof at the rate specified therein (said promissory note, as may have been further renewed, modified and assigned from time to time, hereinafter referred to collectively as the "Note", and together with the Security Deed and any other documents given to evidence, secure and/or guaranty the loan evidenced by the Note, hereinafter collectively referred to as the "Loan Documents"), Original Grantee having trans-ferred and assigned the Loan Documents to GREAT OAK POOL I, LLC, a Delaware limited liability company ("Grantee"), as evidenced by that certain Allonge to the Note between Original Grantee and Grantee, and as further evidenced by that certain As-signment of Security Instrument between Original Grantee and Grantee dated June 21, 2013, and recorded in Deed Book 946 Pages 620-621, aforesaid records, together with all other amounts payable by Grantor to Grantee, there will be sold by the un-dersigned 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 of March,

Plat Book M, Page 133. Said plat is incor-porated herein, by reference thereto, for a full and complete description of the abovereferenced property.
TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom; (iv) all accounts and contract therefrom; (iv) all accounts and contract rights arising in connection with any part or parcel thereof or any buildings, struc-tures or improvements located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease affecting the land or and collitate rights in and to all leases or undertakings to lease affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emble-ments located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipestates, rights, title and interest therein, or in any part or parcel thereof; (vil) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever

2014, the following described land and in-

terest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appli-

ances and appurtenances (collectively, the "Property"), to wit: ALL THAT TRACT or parcel of land lying and

being in the 9th District, 1st Section, Land Lot 226 of Union County, Georgia, contain-ing .88 acres, more or less, as shown on

a plat of survey by Jack Stanley, Union County Surveyor, dated March 25, 1982, and recorded in Union County Records in

located thereon, or in or on the buildings, structures and Improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements located thereon or any part or parcel thereof. SAID PROPERTY IS KNOWN AS 1657 MUR-SYSTEM OF NUMBERING IN BLAIRSVILLE, UNION COUNTY, GEORGIA.
The indebtedness secured by the Security
Deed has been and is hereby declared due because of default under the terms of said Note and Security Deed including, but not limited to, the failure to make payments

thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fee having 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 and as an entirety, or in such parcels as Grantee may elect, as permitted in the Security Deed.

To the best of Grantee's knowledge and belief, the parties in possession of the Prop-erty are Grantor and/or tenants of Grantor or other persons in possession with the

consent or acquiescence of Grantor.
Said Property will be sold as the property of Grantor subject to all unpaid real estate ad

valorem taxes, governmental assessments and related liens and all prior restrictions, reservations, covenants, rights-of-way,

easements, encumbrances and other mat-ters of record, if any, appearing of record prior to the date of the Security Deed and

those appearing after the date of the Se-curity Deed and consented to of record by

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. GREAT OAK POOL I, LLC, a Delaware limited liability company, as assignee of and successor-in-interest to United Community Bank, AS ATTORNEY-IN-FACT FOR TUCK-ER'S EMPORIUM & BAKERY, LLC, a Georgia limited liability company Taylor English Duma LLP 1600 Parkwood Circle, Suite 400 Atlanta, Georgia 30339 Attn. Wade A. Buser, Espa Attn: Wade A. Buser, Esq. N(Feb5.12.19.26)B

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER BY VIRTUE of the power of sale contained in a Deed to Deed to Secure Debt dated September 14, 2010 from Keith Tarnecki to James T. Show and Susan Show, re-corded in Deed Book 844, Pages 95-100, Union County Deed records, said Deed to Secure Debt being given to secure a Note from Keith Tarnecki to James T. Show and Susan Show dated September 14, 2010 in the original principal amount of Sixty Thou-sand and no/100's Dollars (\$60,000.00), with interest at the rate specified therein, there will be sold at public outcry for cash 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 March, 2014, all of the Grantor's right, title and interest in and to the following-described property (collectively, the "property"):

the "property"):
All that tract or parcel of land lying and being in Land Lot 97, 8th District, 1st Section, Union County, Georgia, containing 3.621 acres as shown on a plat of survey by Southern Geosystems, Ltd., dated 03/21/08, as recorded in Plat Book 61, Page in Union County, Dead Records, which 9, in Union County Deed Records, which description is incorporated herein by refer-ence and made a part hereof.

Being and intended to be that same prop-erty conveyed by Warranty Deed from J.L. Little and Betty Little in favor of Keith Tarnecki dated April 30, 2008, recorded May 1, 2008, in Deed Book 758, Page 681, in Union County Deed Records. Subject to Declaration of Restrictions recorded in Deed Book 146, Pages 669-670, in Union County Deed Records. Subject to boundary line agreement re-corded in Deed Book 147, Page 26, in Union County Deed Records.

County Deed Records.

Subject to riparian rights, if any, of others in and to water located on or adjacent to the above-described property.

Subject to all easements, restrictions, and rights-of-way as shown on plat of survey recorded in Plat Book P, Page 133 and in Plat Book 61, Page 9, in Union County Deed Record. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. 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 Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given), accrued interest and all other payments provided for under the Security Deed. Said property is commonly known as 124 Meadowview Drive, Morganton, GA 30560, 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 un-dersigned, the party (or parties) in posses-sion of the subject property is (are): Keith Tarnecki or tenant or tenants. The Property will be sold on an "as-is" basis without any representation, warranty or recourse against the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Deed to Secure Debt 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 Deed to Secure Debt. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain pro-cedures 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 pro-vided until final confirmation and audit of the status of the loan as provided imme-diately above The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Grantor is: James

James T. Show and Susan Show, Attorneysin-Fact for Keith Tarnecki G. William Little, III G. William Little, III, PC dba Blue Ridge Law POST OFFICE BOX 2070
Blue Ridge, Georgia 30513
THIS LAW FIRM MAY BE ACTING AS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. thereunder when due. The indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds

T. Show, 133 East Osceola Lane, Cocoa Beach, FL 32931, Attention: James T. Show, (407) 925-4907. Please understand that the

secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument.