North Georgia News

Legal Notices for December 18, 2013

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

IN RE: Estate of Lynda Hill Sckerl, Deceased All debtors and creditors of the Estate of

Lynda Hill Sckerl, 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 Indepted to said estate are required to make immediate payment to the Personal Representative(s). This 22nd day of November, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Streat Suite 8

65 Courthouse Street, Suite 8

Blairsville, GA 30512 N(Nov27,Dec4,11,18)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA,

COUNTY OF UNION IN RE: Estate of Myrtle Marie Elliott, Deceased

All debtors and creditors of the Estate of Myrtle Marie Elliott, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the to the Personal Representative(s) estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).

This 19th day of November, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Nov27,Dec4,11,18)B

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

IN RE: Estate of Glenn Delaska Elliott, De-

All debtors and creditors of the Estate of Glenn Delaska Elliott, deceased, late of Union County, Georgia, are hereby notifield 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 Decrementative(s) Representative(s).

This 19th day of November, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Nov27.Dec4.11.18)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA,

COUNTY OF UNION IN RE: Estate of Martha Katherine Daven-

All debtors and creditors of the Estate of Martha Katherine Davenport, deceased, late of Union County, Georgia, are hereby notified to render their demands and pay-ments 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 19th day of November, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Nov27,Dec4,11,18)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA,

COUNTY OF UNION IN RE: Estate of Mark Robert Haarbauer,

Deceased All debtors and creditors of the Estate of Mark Robert Haarbauer, 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 18th day of November, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Nov27,Dec4,11,18)B

NOTICE OF SALE Notice is given that Q-bicals Self Storage, a division of RKD Ventures, Inc. will sell the contents of rental units #30 and #31, said contents belonging to Angie Hayes. Said sale shall take place on December 26, 2013 at 9 a.m. outside the unit at 26 Loudermilk Road, Blairsville, Georgia. N(Dec11,18)P

STATE OF GEORGIA UNION COUNTY t O Rirt

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

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 Fred H. Poteet and Sandra Gail Poteet to Mort-gage Electronic Registration Systems Inc as nominee for Lehman Brothers Bank, 25 Normet Control C assignment recorded in Deed Book 958, Page 197, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED SIXTY-SEVEN AND 0/100 DOLLARS (\$276,967.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in January, 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 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 and inspection of the property, any assessments, liens, encum-brances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Nationstar Mortgage LLC is the holder of the Security Deed to the property in ac-cordance with OCGA § 44-14-162. The entity that has full authority to negotiate, amend, and modify all terms of the mort-nane with the debtre is: NationStar Mort. gage with the debtor is: NationStar Mort-gage LLC, 350 Highland Drive, Lewisville, TX 75067, 888-850-9398x3705. To the best knowledge and belief of the undersigned. the party in possession of the property is Sandra Gail Poteet, Sandra Gail Poteet and Sandra G. Poteet or a tenant or tenants and said property is more commonly known as 4885 Roberts Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not pro-hibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Nationstar Mortgage LLC Sandra Gail Poteet McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/mtj 1/7/14 Our file no. 5746708-FT2 EXHIBIT "A" All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 68 of Union County, Georgia, con-taining 1.59 acres, more or less, and being further identified ac fract las shown on a further identified as Tract I, as shown on a plat of survey by Blairsville Surveying Co., dated December 10, 1996 and recorded in Union County, Georgia records in Plat Book 56, Page 245. Said plat is incorporated into this instrument by reference hereto for a full and complete and accurate descrip-tion of the above conveyed property. For information only: being identified as parcel 041 120F according to the current system of numbering property for the Union County, Georgia Tax Assessor Also conveyed is a non-exclusive perpetual easement for the use of subdivision roads for ingress and egress to the above described property. And also, All that tract or parcel of land ly-ing and being in the 10th District, 1st Sec-tion, Land Lot 68 of Union County, Georgia, containing 0.89 acres more or less and becontaining 0.89 acres, more or less, and be-ing further identified as Tract I, as shown on a plat of survey by Blairsville Surveying Co., dated December 10, 1996 and recorded in Union County, Georgia records in Plat Book 42, Page 172. Said plat is incorporated into this instrument by reference hereto for a full and complete and accurate description of the above conveyed property. For information only: being known as 4885 Roberts Road, Blairsville, Georgia 30512, and being further identified as parcel 041 120B according to the current system of numbering property for the Union County, Georgia Tax Assessor Also conveyed is a non-exclusive

NOTICE OF SALE UNDER POWER, UNION COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Rebecca Ann Brown and Robert Edwin Brown to Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Investors Group dated 11/18/2009 and recorded in Deed Book 819 Page 165, UNION County, Georgia records; as last transferred to or acquired by Nationstar Mortgage LLC, conveying the after-described property to secure a Note in the original principal amount of \$ 238,603.00, with interest at the rate specified therein, there will be sold by the un-dersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on January 07, 2014 (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 47 of Union County, Georgia, and being Lot Sixteen (16) of Crawford Place Subdivision, containing 0.775 acre, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated 6/23/87 and recorded in the Union County records in Plat Book S page 253, and said plat is incor-porated herein, by reference hereto, for a full and complete description of the above

property. Subject to the restrictions recorded in the Union County records in Deed Book 154

page16. Subject to an easement to Blue Ridge Mountain EMC recorded in the Union County

records in Deed Book 152 pages 551-553. Subject to a right of way easement to Union County, Georgia, recorded in the Union County records in Deed Book 213 page 745.

Subject to matters appearing on plat as re-corded in the Union County records in Plat Book S page 253.

Grantor also grants to grantee a non-exclusive perpetual easement for the use of the subdivision roads for ingress and

egress to the above 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 provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect

attorney's fees having been given). Said property is commonly known as 2492 Crawford Road, Blairsville, GA 30512 together with all fixtures and personal prop-erty 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 prop-erty is (are): Robert Edwin Brown and Re-

becca A. Brown or tenant or tenants. Nationstar Mortgage, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage. Nationstar Mortgage, LLC

350 Highland Dr. Lewisville, TX 75067 1-888-480-2432

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 under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Nationstar Mortgage LLC as agent and At-torney in Fact for Rebecca Ann Brown and

Robert Edwin Brown Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1006-6674997634

NOTICE OF SALE UNDER POWER STATE OF GEORGIA

COUNTY OF UNION

By virtue of the power of sale contained in that certain Deed to Secure Debt and Security Agreement from TUCKER'S EMPORIUM & BAKERY, LLC, a Georgia limited liability company ("Grantor"), to UNITED COMMU-NITY BANK ("Original Grantee"), dated September 28, 2005, and recorded in Deed Book 606, Page 406, Union County, Georgia Sumariar Court Records as modified by Superior Court Records, as modified by Modification of Security Deed dated Octo-ber 26, 2009, and recorded in Deed Book 817, Page 31, aforesaid records, and as fur-ther modified by Modification of Security Deed dated October 26, 2012, and recorded in Deed Book 920, Page 131, aforesaid re-cords (said Deed to Secure Debt and Secu-rity Agreement, as may have been further modified and assigned from time to time, hereinafter referred to collectively as the "Security Deed"), said Security Deed be-"Security Deed"), said Security Deed be-ing 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 Octo-ber 26, 2012, which, inter alia, modified the principal amount to \$255.578.20. with 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 transferred and assigned the Loan Documents to GREAT OAK POOL I, LLC, a Delaware limited liability com-pany ("Grantee"), as evidenced by that certain Assignment of Security Instrument between Original Grantee and Grantee dated June 21, 2013, and recorded in Deed Book 946, Page 620, aforesaid records, together with all other amounts payable by Grantor to Grantee, 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 of January, 2014, the following described land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appli-ances and appurtenances (collectively, the "Property"), to wit: See EXHIBIT "A" attached hereto and made

a part hereof. TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements located on the real prop-erty 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 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 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 equipment, machinery, apparatus, fittings, fix-tures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever 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-PHY HIGHWAY ACCORDING TO THE PRESENT 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 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 associated in the Alter 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 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 per-mitted in the Security Deed. To the best of Grantee's knowledge and be-lief, 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 Grantee Grantee

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 Her-bert Ernst to MORTGAGE ELECTRONIC REG-ISTRATION 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 NATIONAL TRUST COMPANY, FORMERLY KNOWN AS BANKERS TRUST COMPANY OF CALIFOR-NIA, N.A., AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSETS TRUST 2007-4 by assimumat recorded or to be recorded by assignment recorded or to be recorded, Union County, Georgia records convey-ing 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 Janu-ary, 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 GIA, 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, PAGE 188. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

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 be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in 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 in-spection 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 nego-tiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LLC, Attention: Home Reten-tion 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 commonly 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

deed. DEUTSCHE BANK NATIONAL TRUST COM-PANY, FORMERLY KNOWN AS BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSETS 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(Dec11,18,25,Jan1)B

NOTICE OF SALE UNDER POWER

BOINCE OF SHELE VIDEN FOWER GEORGIA, UNION COUNTY By virtue of a Power of Sale contained in that certain Security Deed from BARBARA E. WARING AND KELLY T. WARING to MORT-GAGE ELECTRONIC REGISTRATION SYS-TEMS, INC. AS NOMINEE FOR TAYLOR, BEAN & WIITAKER MORTGAGE CORP. dated dot-& WHITAKER MORTGAGE CORP., dated Octo-ber 29, 2008, recorded November 5, 2008, in Deed Book 779, Page 340, Union County, Georgia Records, said Security Deed havdate in the original principal amount of One Hundred Twenty-Two Thousand Three and 00/100 dollars (\$122,003.00), with interest thereon as provided for therein, interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Bayview Loan Servicing, LLC, there will be sold at public outry to the highest bidder for cash before the courthouse door of Union County, Geor-gia, within the legal hours of sale on the first Tuesday in January, 2014, all property described in said Security Deed including but not limited to the following described property: property: ALL THAT TRACT OR PARCEL OF LAND LYING ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 69,70,75 AND 76, OF THE 10TH DISTRICT AND 1ST SECTION OF UNION COUNTY, GEORGIA, AND BEING TRACT 5, CONTAINING 2.469 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY ROCHESTER AND ASSOCIATES, INC., DATED SEPTEMBER 3,1987, AND RECORDED IN PLAT BOOK 38, PAGE(S) 188, IN THE OF-FICE OF THE CLERK OF SUPERIOR COURT OF UNION COUNTY, GEORGIA RECORDS, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION. WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION. PARCEL NO. 041-039-C CURRENTLY SET FORTH INDEED BOOK 570, PAGE 15, RE-CORDED 3-11-05. COMMONLY KNOWN AS: 3354 CANE HOLLOW FARM ROAD, BLAIRS-VILLE, GA 30512. Said legal description being controlling, however the property is more commonly known as 3354 CANE HOLLOW FARM ROAD, BLAIRSVILLE, GA 30512-0000. 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 ex-penses 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. 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; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is BAR-BARA E. WARING AND KELLY T. WARING, or tenants(s) tenants(s). 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 entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING,LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 800-771-0299. BAYVIEW LOAN SERVICING, LLC

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 JOHNNY PETE GRAY to Appalachian Community Bank, dated June 2, 2008, recorded June 4, 2008, in Deed Book 763, Page 296, Union County, Georgia records, transferred to Community & Southern Bank pursuant to that certain Purchase and Assumption Agreement dated as of March 19, 2010, by Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit Insurance Corpo-ration, 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 JOHNNY PETE GRAY, with interest from date at a rate per cent with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned 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 January, 2014, the following described property: All that tract or parcel of land lying and be-ing in Land Lot No. 212 of the dth District

ing in Land Lot No. 212 of the 9th District and 1st Section of Union County, Georgia, and being designated as Lot No. 15, containing 0.392 acre as shown on that plat of survey by Land Tech Services, Inc., James L. Alexander, G.R.L.S. No. 2653, dated October 15, 2002 and being recorded in Plat Hanger B-220, Page 178 a/k/a Plat Book 51, Page 178, in the office of the Clerk of Superior Court of Union County. Pursuant to 0.C.G.A. 44-2-28, reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein for a more complete metes and bounds descrip-

tion of the property herein conveyed. This conveyance is made subject to and to-Ihis conveyance is made subject to and to-gether with the right of ingress and egress, all covenant, easements, restrictions, rights-of-way, zoning, local ordinances, and subdivision regulations as set forth in acid before coverse as exercises of in said plat of survey or as appearing of record.

This conveyance is made subject to that certain Boundary Line Agreement dated the 19th day of May, 2003 and recorded in Deed Book 472, Page 82, in the Office of the Clerk of Superior Court of Union County, Georgia. The above described property is a portion of that property that was conveyed from Albert C. Worden to Albert C. Worden and Annie Lou Worden by Warranty Deed for Life with Remainder to Survivor dated the 2nd day of September, 1983. Said deed is recorded in Deed Book 128, Page 107, in the Office of the Clerk of Superior Court of Union County, Georgia.

Albert C. Worden died a resident of Union

County, Georgia in 1995. 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 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 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 JOHNNY PETE GRAY or a tenant or tenants.

COMMUNITY & SOUTHERN BANK, as attorney in Fact for JOHNNY PETE GRAY

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00287 N(Dec11,18,25,Jan1)B

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 LINDA JAMES to UNITED COMMUNITY BANK, dat-ed May 28, 2009, recorded May 29, 2009, in Deed Book 802, Page 163, Union County, Georgia records, as last modified by Modi-fication of Security Deed dated May 2, 2012, recorded in Deed Book 903, Page 647, Union County, Georgia records, said Secu-rity Deed being given to secure a Note from LINDA JAMES dated May 2, 2012, in the original principal amount of One Hundred Twenty Two Thousand Six Hundred Two and 15/100 (\$122,602.15) 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 January, 2014, the following described property: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 82, of Union County, Georgia, containing 14.537 acres more or less, and being further identified as Tract 1, as shown on a plat of survey by Rochester and Associa plat of survey by hornester and associ-ates, Inc., dated January 16, 2001, last re-vised May 17, 2005, and recorded in Union County, Georgia records in Plat Book 55, Page 343. Said plat is incorporated into the instrument by reference hereto for a com-plete and accurate description of the above conveved property. conveyed property. Grantors also grant to grantee a non-exclu-sive perpetual easement for the use of the roads for ingress and egress to 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 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 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 LINDA JAMES or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for LINDA JAMES L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03493 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Dec11,18,25,Jan1)B

Notice to Robert to Birt A Pre-Warranty hearing will be held in Magistrate Court on January 7, 2014 at 2:30 p.m. to determine if sufficient prob-able cause exists to warrant your arrest for the effect of Schwarzant your arrest for the offense of Endangering Security Inter-est O.C.G.A. §§ 16-9-51. By: Barbara Holbrooks, Deputy Clerk

of the Union County Magistrate Court 65 Courthouse St., Suite 10 Blairsville, GA 30512 706-439-6008

STATE OF GEORGIA

UNION COUNTY Notice to Sheila Nichole Knox A Pre-Warranty hearing will be held in Magistrate Court on January 7, 2014 at 2:30 p.m. to determine if sufficient prob-

able cause exists to warrant your arrest for the offense of Endangering Security Inter-est 0.C.G.A. §§ 16-9-51. By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse St., Suite 10 Blairsville, GA 30512 706-439-6008

N(Dec18.25)P

STATE OF GEORGIA UNION COUNTY

UNION COUNTY Notice to Tamara Barton Conley A Pre-Warranty hearing will be held in Magistrate Court on January 7, 2014 at 2:30 p.m. to determine if sufficient prob-able cause exists to warrant your arrest for the offense of Endangering Security Inter-set 0.C G & 85 16-0-51

est 0.C.G.A. §§ 16-9-51. By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse St., Suite 10 Plainwille, CA 20611 Blairsville, GA 30512 706-439-6008 N(Dec18.25)F

PUBLIC NOTICE

Advertisement for Bid The Downtown Development Authority of Blairsville is now accepting bids for the restoration of the Old Ben Carr/ Pat Har-alson Law Office Building located just off the Town Square on Young Harris Street. All bidders must be incured and have at a All bidders must be insured and have at a Georgia Residential-Light Commercial Con-tractor License. Any interested parties may contact Janet Hartman at 706-994-4837 for more information. All bids must be received by Jan. 10, 2014. The DDA reserves the right to reject any and all bids. Low bid does not guarantee acceptance.

N(Dec18)B NOTICE

In Re: Estate of Harrison Nix, Deceased Estate No. 13-175

TO: Todd Nix This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before January 13, 2014. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of 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, Judge of the Probate Court By: Kristin Stanley Clerk of the Probate Court 65 Courthouse Street Blairsville, Ga. 30512

706-439-6006 N(Dec18.25.Jan1.8)B

IN THE PROBATE COURT COUNTY OF UNION

STATE OF GEORGIA IN RE: Estate of Bretney Marvin Turner, De-

ceased Estate No. 2013-196 PETITION FOR LETTERS OF ADMINISTRATION

NOTICE

Myron B. Turner has petition to be ap-pointed Administrator(s) of the estate of pointed Administrator(s) or the estate of Bretney Marvin Turner, deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said petition should not be granted 41 objectione to the netting must granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with any such objections, and must be fined with the court on or before January 13, 2014. All pleadings/objections must be signed un-der oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent norty. Contect probet each court presented party. Contact probate court personnel at the following address/telephone number for the required amount of filling fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted with-

out a hearing. Dwain Brackett, Probate Judge Dwain Brackett, Probate Judg By: Kristin Stanley, Probate/Deputy Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512

above described property. MR/mtj 1/7/14 Our file no. 5746708 - FT2 N(Dec11,18,25,Jan1)B

perpetual easement for the use of subdivi-

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 G. SCOTT BARNES and SHERRY BARNES to UNITED COMMUNITY BANK, dated June 24, 2008, recorded June 30, 2008, in Deed Book 766, Page 354, Union County, Georgia records, rage sos, official by looking, deorgia records, as last modified by Modification of Secu-rity Deed dated August 5, 2011, recorded in Deed Book 875, Page 756, Union County, Georgia records, said Security Deed be-ing given to secure a Note from 6. SCOTT BARNES and SHERRY BARNES dated August 2011, with interact form date of a reto are 5, 2011, 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 January, 2014, the following described property: All that tract or parcel of land lying and be-

ing in the 16th District, 1st Section, Land Lot 12 of Union County, Georgia, and being Lot 17 of Owltown Vista Subdivision, containing 1.03 acres, more or less, as shown on a plat of survey by WW Land Surveying Co, dated 8/17/05, and recorded in Union County records in Plat Book 56 Page 196. Said plat is incorporated herein for a full and complete description of the property.

Also, convoyed is a non-exclusive perpetu-al easement for the use of the subdivision roads for ingress and egress to the above property. The deb

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 the Se-curity 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 G. SCOTT BARNES and SHERRY BARNES or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for G. SCOTT BARNES and SHERRY BARNES

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street

Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03582

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Dec11,18,25,Jan1)B

NOTICE OF SALE UNDER POWER

NUTICE OF SALE UNDER FOWER 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 The Estate of Joseph D Seabolt, Ruby W Seabolt and Joseph D Seabolt to Mortgage Elec-May 25, 2005, recorded in Deed Book 582, Page 741, Union County, Georgia Records and as modified by that certain Loan Modi-fication Agreement recorded in Deed Book 906, Page 89, Union County, Georgia Re-cords, as last transferred to Primary Capital Advisors LC by assignment to be recorded in the Office of the Clerk of Superior Court of Union County, Georgia Beceria course of Union County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of SEVENTY THOUSAND AND 0/100 DOLLARS (\$70,000.00), with interest thereon as set forth therein, there will be sold at public outery to be bindes for each baoutcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia, or at such place as may be lawbeorgia, or at such place as may be haw-fully designated as an alternative, within the legal hours of sale on the first Tuesday in January, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO AND MADE A PART HEREOF The debt se-cured by said Security Deed has been and is haraby dealered due because of among the possible events of default, failure to 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 agence and all eveness of this paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1006-071407205 667499763A Dec11,18,25,Jan1)E

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Because of default in the payment of the

indebtedness, secured by a Security Deed executed by Edward Woodin a/k/a Edward D. Woodin and Anna Woodin a/k/a Anna H. Woodin to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Bank, FSB., its successors and assigns dated August 17, 2007 in the amount of \$90,000.00, and recorded in Deed Book 724, Page 32, Union County, Georgia Records; as last transferred to Nationstar Mortgage LLC by assignment; the under-signed, Nationstar Mortgage LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said in-debtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in January, 2014 , 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 be-ing in the 9th District, 1st Section, Land Lot 218 of Union County, Georgia, containing 0.50 acress more or less, as shown on a plat of survey by B. Keith Rochester & Assoc., Inc., dated June 11, 1987, and recorded in Union County Records in Plat Book 52, Page 89. Said plat is incorporated herein, by ref-erence hereto, for a full and complete de-scription of the above described property scription 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. which has the property address of 1604 Nottely Dam Rd, Blarsville, 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,

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

44-14-162.2(a). To the best knowledge and belief of the undersigned, the party (or parties) in pos-session of the subject property is (are): Edward Woodin a/k/a Edward D. Woodin and Anna Woodin a/k/a Anna H. Woodin or tenant or tenants and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the under-signed will execute a deed to the purchaser as provided in the aforementioned Security Deed

Pursuant to 0.C.G.A. 44-14-162.2, the name, address and telephone number of the in-dividual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Nationstar Mortgage, LLC 2501 S State Hwy 121, Bldg. 1 Lewisville, TX 75067 Phone Number: (888) 850-9398, ext. 3705. The foregoing notwithstand-ing, nothing in 0.6.C.A. 44-14-162.2 shall require the secured creditor to negatizate require the secured creditor to negotiate, amend or modify the terms of the mortgage

instrument.

Nationstar Mortgage LLC Attorney in Fact for Edward Woodin a/k/a Edward D. Woodin and Anna Woodin a/k/a Anna H. Woodin McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News Publication Dates:12-11-2013, 12-18-2013, 12-25-2013, 01-01-2014 File No. 13-03764 /FHLMC/mtucker 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. ec11,18,25,Jan1)E

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF UNION

By virtue of the power of sale contained in that certain Deed to Secure Debt from ROY T. STEPP to MORTGAGE ELECTRONIC REGIS-TRATION SYSTEMS, INC. AS NOMINEE FOR GUARANTEED RATE, INC. dated December 6, 2010, filed for record December 28, 2010, and recorded in Deed Book 853, Page 656, UNION County, Georgia Records, and as modified by that certain Loan ModificaTHIS 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 lim-GREAT OAK POOL I, LLC, a Denaware min-ited 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, Esq. (678) 336-7229

ÈXHÍBIT "A"

EXHIBIT "A" legal description 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, nd recorded in Union County Records in Plat Book M Page 133. Said plat is incor-Plat Book M Page 133. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the abovereferenced property. N(Dec11,18,25,Jan1)B

NOTICE OF SALE UNDER POWER

RUTICE OF SALE ONDER FOWER 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 Alicia Center and Albert J. Center, Jr. to Mortgage Electronic Registration Systems, Inc. as nominee for Nantahala Bank and Trust, its successors and or assigns, dated December 19, 2006, recorded in Deed Book 683, Page 209, Union County, Georgia Records, as last transferred to Nationstar Mortgage LLC by assignment recorded in Deed Book 960, Page 125, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of NINETY-TWO THOUSAND AND 0/100 DOLLARS (\$92,000.00), with inter-est thereon as set forth therein, there will be sold at public outcry to the high-est bidder for cash before the courthouse door of line County Coarrie or at such door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in January, 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 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. Nationstar Mortgage LLC 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: Cenlar, FSB, 425 Phillips Boulevard, Ew-ing, NJ 08618, (877) 909-9416. To the best knowledge and belief of the undersigned, the party in possession of the property is Alicie Center, and Albert I. Coster, Ir. or Alicia Center and Albert J. Center, Jr. or a tenant or tenants and said property is more commonly known as 2832 Dogwood Drive, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirma-tion 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. Nationstar Mortgage LLC as Attorney in Fact for Alicia Center and Albert J. Center, Jr. McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/sju 1/7/14 Our file no. 5584813-FT1 EXHIBIT "A" All that tract or 5584813-FT1 EXHIBIT "A" All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 42 of Union County, Georgia, and further being de-scribed as the South Half-Tract 2 of Harris Griffen Subdivision, containing 1.000 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated Au-gust 27, 1993 and recorded in Union County records in Plat Book 29, Page 224. Said plat is incorporated herein. by reference hereto. 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 ingress and egress to the above described property. Together with that certain housing unit which was formerly personality but is now permanently annexed and affixed to the above described land a permanent improvement and which is the subject of Georgia Motor Vehicle 1990 Holland Park 4563K VIN No. NCFL456B03703HP and all right there unto appertaining. MR/sju 1/7/14 Our file no. 5584813 - FT1 N(Dec11.18.25.Jan1)B 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 Horris Trice and Nancy S Trice to Fifth Third Mortgage Com-pany, dated January 10, 2012, recorded in Deed Book 892, Page 743, Union County, Georgia Records,conveying the after-Deed Book 892, Page 743, Union County, Georgia Records,conveying the after-described property to secure a Note in the original principal amount of ONE HUN-DRED EIGHTY THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$180,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the high-est bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in January, 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 beed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all 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 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. Fifth Third Mort-gage Company 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: Fifth Third Bank, 5001 Kingsley Drive, MD 1MOB-BW, Cincinnati, OH 45227, 800-375-1745opt3. To the best knowledge and belief of the undersigned, the party in pos-session of the property is Horris Trice and Nancy S Trice or a tenant or tenants and said property is more commonly known as 615 Pit 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 confirmation and audit of the status of the loan with the holder of the security deed. Fifth Third Mortgage Company as Attorney in Fact for Horris Trice and Nancy S Trice McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosureholdine.net MR/ras 1/7/14 Our file no. 5850312-FT17 EXHIBIT "A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 28 & 29 of Union County, Georgia, containing 1.99 acres, more or less, and being Lot 11 of Walter Rauen Subdivision as shown on a of Walter Bauen Subdivision as shown on a plat of survey by Jack Stanley, Union County Surveyors, dated May 11, 1981, and recorded in Union County Records in Plat Book J, Page 178. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described proper-ty. The improvements thereon being known as 615 Pit Road, Blairsville, GA 30512 Being the same property which, by Deed dated September 8, 2000, and recorded in the Of-fice of the Register of Deeds of the County of Union, Georgia, in Book 354, Page 487, was granted and conveyed by Horris Trice unto Horris Trice and Nancy S. Trice. MR/ras 1/7/14 Our file no. 5850312 - FT17 ec11,18,25,Jan1)I

BATYDEW LUAN SERVICING, LLC as Attorney in Fact for BARBARA E. WARING AND KELLY T. WARING 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-DOCE POSE

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Cor-ners, GA 30092

Telephone Number: (877) 813-0992 Case

Ad Run Dates 12/11/2013, 12/18/2013, 12/25/2013, 01/01/2014 www.rubinlublin.com/property-listings.

php N(Dec11,18,25,Jan1)B

STATE OF GEORGIA

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 JOSEPH M. GARRETT to UNITED COMMUNITY BANK, dated September 8, 2006, recorded Sep-tember 14, 2006, in Deed Book 667, Page 449, Union County, Georgia records, as last modified by Modification of Security Deed dated November 2, 2009, recorded in Deed Book 818, Page 629, Union County, Georgia records, said Security Deed being given to secure a Note from JOSEPH GARRETT dated November 2, 2000, in the original principal November 2, 2009, in the original principal amount of One Hundred Two Thousand Four Hundred Thirty Seven and 50/100 (\$102,437,50) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the underginged at public outcrute the by the undersigned at public outcry to the highest bidder for cash before the Court-house door at Union County, Georgia, within the legal hours of sale on the first Tuesday in January, 2014, the following described

property: All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lot 87, of Union County, Georgia, containing 1.50 acre, more or less, as shown on a plat of survey by Blairsville Surveying Co., dated August 22, 2006 and recorded in Union County, Georgia records in Plat Book 58, Page 288. 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 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 numeer of proving 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 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 JOSEPH M. GARRETT or a tenant or tenants

liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to

706-439-6006

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 G. SCOTT BARNES and SHERRY BARNES to UNITED COMMUNITY BANK, dated June 24, 2008, recorded June 30, 2008, in Deed Book 766, Page 345, Union County, Georgia records, as last modified by Modification of Secu-rity Deed dated August 5, 2011, recorded in Deed Book 875, Page 604, Union County, Coarrie Scoredo, caid Security Deed ho Georgia records, said Security Deed be-ing given to secure a Note from G. SCOTT BARNES and SHERRY BARNES dated August 5, 2011, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned 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 January, 2014, the following described property: All that tract or parcel of land lying and be-ing in the 16th Dictrict 1st Casting Lond

Ing in the 16th District, 1st Section, Land Lot 115 of Union County, Georgia, and be-ing Lot 5 of Big Sky Overlook, containing 1.390 acres, more or less as shown on a plat of survey by Landtech Services, Inc., dated January 27, 2004 and revised March 9, 2004, and recorded in Union County re-cords in Plat Book 54 page 66. Said plat is incorporated herein for a full and complete

description of the property. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above 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 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 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.

Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is G. SCOTT BARNES and SHERRY BARNES or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for G. SCOTT BARNES and SHERRY BARNES L. Lou Allen Stites & Harbison, PLLC 520 West Main Street

520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03583

THE NO. 7484A-03883 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Dec11,18,25,Jan1)B

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 record superior to the Security Deed first set out above. Primary Capital Advisors LC 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 contragage with the debtor is: Primary Capital, 1000 Parkwood Circle, Suite 600, Atlanta, GA 30339, 770-226-8181. To the best knowledge and belief of the under-signed, the party in possession of the prop-erty is Ruby W Seabolt, Joseph D Seabolt erty is Ruby W Seabolt, Joseph D Seabolt and Joseph D Seabolt or a tenant or tenants and said property is more commonly known as 4199 Liberty Church 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 ging Longtimation and sudi Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Primary Capital Advisors LC as Attorney in Fact for The Estate of Joseph D Seabolt, Ruby W Seabolt and Jo-seph D Seabolt McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/rkd 1/7/14 Our file no. 5723313-FT17 EXHIBIT "A" All that certain tract or parcel of land lying and being in Land Lot 117, District 16, 1st Section of Union County, Georgia, and being Shown as Tract 1, containing 3.002 acres, more or less, on a plat of survey prepared by Land Tech Services, Inc., dated 11/30/04 and recorded in Plat Roak 55 Page 320 and recorded in Plat Book 55, Page 329, Union County, Georgia records. Said plat being incorporated herein by reference for a more complete description of the above referenced property. Subject to easements and other matters of Survey as shown on the above referenced plat. MR/rkd 1/7/14 Our file no. 5723313 - FT17

(Dec11.18.25.Jan1)B NOTICE OF SALE UNDER POWER 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 Daniel Parker and Errin M. Wilson to Bank of Hiawassee, dba Bank of Blairsville, dated

February 7, 2006, and recorded in Deed Book 629, Page 243, in the offices of the Clerk of the Superior Court of Union County, Georgia; as last modified by Modification of Security Deed dated October 1, 2012 and recorded in Deed Book 917, Page 83, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment dated March 19, 2010 and recorded in Deed Book 951, Page 780, aforesaid records; (as same may have been further modified from time to time, collectively the "Security Deed"); and pursuant to Consent Order granting relief from the automatic stay, entered on October 10, 2013 in Chapter 7, Case No. 13-22413-reb, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division; and Consent Order granting relief from the automatic stay, entered on October 31, 2013 in Chapter 7, Case No. 13-70671-MHM, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division, the under-signed will sell at public outcry to the high-est 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 January, 2014, the following de-

Tuesday in January, 2014, the following de-scribed real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOT 114 OF UNION COUNTY, GEORGIA, CONTAINING 1.123 ACRES, MORE OR LESS, AND BEING SHOWN AS LOT 58 OF THE SANCTUARY AT LAKE NOTTELY SUBDI-VISION, AS SHOWN ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATES, INC., DATED AUGUST & 2002, AND REVISED JANUARY 24. AUGUST 8, 2002, AND REVISED JANUARY 24 2003 AND RECORDED IN UNION COUNTY RE-CORDS IN PLAT BOOK 48, PAGE 225. SAID PLAT IS INCORPORATED HEREIN, BY REFER-ENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

ALSO CONVEYED IS A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROP-

KNOWN AS: LOT 58 THE SANCTUARY,

BLAIRSVILLE, GA 30512 The debt secured by the Security Deed is evidenced by a Renewal Note, dated October 1, 2012, from Daniel Parker and Errin M. Wilson Parker to Citizens South Bank, as as-signed to Park Sterling Bank in the original principal amount of \$54,825.03, (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from data on the unpaid balance 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 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 has been declared foreclosable according to its terms.

The above-described real property will be sold to the highest and best bidder for tv of Danie Parker

tion Agreement recorded in Deed Book 920, Page 295, UNION County, Georgia Records, as last transferred to OCWEN LOAN SERVIC-ING, LLC by assignment recorded in Deed Book 944, Page 552, UNION County, Georgia Records, said Deed to Secure Debt having been given to secure a Note dated Decem-ber 6, 2010 in the original principal sum of TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED TWO AND 0/100 DOLLARS (\$227,502.00), with interest from date at the rate stated in said Note 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 Janu-ary, 2014, the property described on Exhibit A attached hereto and incorporated herein by reference. To the best of the knowledge and belief of the undersigned, the party in possession of the property is ROY T. STEPP or a tenant or tenants. Said property is more commonly known as: 39 TAYLORS CT,

BLAIRSVILLE, GA 30512. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments on said loan. The debt remaining in default, this sale will be made for the purpose of paying the same and all expens-es of this sale, including attorney's fees. The individual or entity that has full au-thority to negotiate, amend, and modify all terms of the loan is OCWEN LOAN SER-VICING, LLC, 1100 VIRGINIA DRIVE, FORT WASHINGTON, PA 19034; (887) 226-2936. Said property will be sold subject to any Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-commenter linea sessments, 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 (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.

Said property will be sold as the property of ROY T. STEPP. OCWEN LOAN SERVICING, LLC

As Attorney-in-Fact for ROY T. STEPP Phelan Hallinan & Jones, LLC 303 Perimeter Center North, Suite 800 Atlanta, GA 30346 Telephone: 770-393-4300 Fax: 770-393-4310 PH # 16066

This law firm is acting as a debt collector. Any information obtained will be used for that purpose. EXHIBIT A

EXHIBIT A ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF UNION, AND STATE OF GEORGIA, BEING DESCRIBED AS FOLLOWS: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 10TH DISTRICT, IST CONTINUE AND LOT OF OF UNION COUNTY ING AND BEING IN THE 10TH DISTRICT, IST SECTION, LAND LOT 46 OF UNION COUNTY, GEORGIA, AND BEING LOT 12 OF TAYLOR'S PLACE SUBDIVISION, CONTAINING 0.807 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCI-ATES, INC., DATED OCTOBER 29, 1998, AN RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 42, PAGE 73. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DE-SCRIPTION OF THE ABOVE DESCRIBED PROPERTY. SUBJECT TO RESTRICTIONS AS RECORDED

PROPERTY. SUBJECT TO RESTRICTIONS AS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 308, PAGES 469-471. SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 317, PAGE 413 PAGE 413.

PAGE 413. SUBJECT TO A 30 FOOT IN WIDTH RIGHT OF WAY EASEMENT TO UNION COUNTY, GEOR-GIA FOR TAYLOR'S COURT AS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 466, PAGE 149.

BEING THE SAME PROPERTY CONVEYED DEING THE SAME PROPERT CONVETED TO ROY T. STEPP AND MARGARET L. STEPP, AS JOINT TENANTS WITH SURVIVORSHIP, AND NOT AS TENANTS IN COMMON BY DEED FROM RANDOLPH JONES RECORDED 04/02/2007 IN DEED BOOK 700 PAGE 383, IN THE OFFICE OF THE CLERK OF THE SUPE-DID COUNT OF INNO COUNTY CEDPCIA **RIOR COURT OF UNION COUNTY, GEORGIA** Dec11.18.25.Jan1)B

UNITED COMMUNITY BANK, as attorney in Fact for JOSEPH M. GAR-

RETT

L. Lou Allen Stites & Harbison, PLLC

520 West Main Street

Blue Ridge, Georgia 30513 (706) 632-7923

File No. 7484A-03593 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 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 Chris-topher P Hefferen and Caryn M Hefferen to Mortgage Electronic Registration Systems, Inc., as nominee for United Community Mortgage Services, Inc.,, dated January 9, 2007, recorded in Deed Book 687, Page 386, Union County, Georgia Records, as last transferred to PNC Bank, National As-sociation by assignment recorded in Deed sociation by assignment recorded in Deed Book 943, Page 94, Union County, Georgia Records, conveying the after-described property to secure a Note in the origi-nal principal amount of THREE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED AND of too DOLLADE (6224 400 00) with AND 0/100 DOLLARS (\$334,400.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in January, 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 va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Seand matters of record superior to the Se-curity Deed first set out above. PNC Bank, National Association is the holder of the Security Deed to the property in accor-dance 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: PNC Mortgage, 3232 New-mark Drive, Miamisburg, OH 45342, 800-523-8654. To the best knowledge and belief of the undersigned, the party in possession of the undersigned, the party in possession of the property is Christopher P Hefferen and Caryn M Hefferen or a tenant or tenants and said property is more commonly known as 2116 Elisha Payne Circle South, 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-Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the holder of the security deed. PNC Bank, National Association as Attorney in Fact for Christopher P Hefferen and Caryn M Hef-feren McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/crp1 1/7/14 Our file no. 5721213-FTB EXHIBIT "A" All that tract or parcel of land lying and being in the 7th District, 1st Section of Land Lot No. 22 of Linion County Georgia, being No. 22, of Union County, Georgia, being further described as Tract 3-A; containing 5.082 acres, more or less, as shown on plat of survey prepared for Carrie Hefferen by Southern Geosystems, Ltd.; James C. Jones, G.R.L.S. No. 2298, dated May 8, 2006 recorded in Plat Hanger 59, Pages 144, in Union County Deed Records. Said plat of survey is incorporated herein by reference thereto for a more complete and accu-rate metes and bounds description of the above-described property. Being and in-tended to be a portion of the same property conveyed by Executor's Deed Under Power dated September 23, 2004, from Suzanne Meadow Bond, as Executor of the Last Will and Testament of David Wilson Meadow in favor of Parmer & Smith, LLC and recorded in Union County Records in Deeb Book 546, Pages 502-03. Being and intended to be a portion of the same property conveyed by Warranty Deed dated May 9, 2006, from Parmer & Smith, LLC in favor of Christopher P. Hefferen and Caryn M. Hefferen and recorded in Union county Records in Deed Book 647, Pages 206-207. Subject to Electric Line Right-of-Way Easement to Blue Ridge Mountain Electric Member-ship Corporation recorded in Union County Records in Deed Book 139, Pages 75-76. Subject to all easements, restrictions and rights-of-way as shown on plat recorded in Union County Records in Plat Book 56, Page 8; Plat Book 55, Page 183; Plat Book U, Page 200; Plat Book J, Page 81; and Plat Book I, Page 258. Subject to restriction that the land can not be used for the following: 1. Industrial 2. Mobile or Modular Homes 3. Chicken Houses 4. Junk Collection 5 3. Chicken Houses 4. Junk Collection 5. Dwelling must be at least 1,400 square feet of heated/finished living space 6. Maintain appearance of property 7. Lots less than one (1) acre MR/crp1 1/7/14 Our file no. 5721213 - FT8 N(Dec11,18,25,Jan1)B

Errin M. Wilson aka Errin M. Wilson Parker, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Daniel Parker and Errin M. Wilson aka Errin M. Wilson Parker. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Daniel Parker and Errin M. Wilson aka Errin M. Wilson Parker, and ten-ants holding under them. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee dba Bank of Blairsville as Attorney-in-Fact for Dan-iel Parker and Errin M. Wilson aka Errin M. Wilson Parker. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 N(Dec11.18.25.Jan1)B