# **North Georgia News**

# Legal Notices for February 20, 2013

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

IN RE: Estate of John Lexie Evans, De-

STATE OF GEORGIA

**COUNTY OF UNION** 

30546.

N(Feb20,27)B

STATE OF GEORGIA COUNTY OF UNION

wassee, GA 30546.

Georgia.

The undersigned does hereby certify that

Affordable Hearing Aid Solutions, Inc. is conducting business as Affordable Hear-ing Aid Solutions in the City of Blairsville,

County of Union in the State of Georgia, un-der the name of Affordable Hearing Aid So-

lutions and that the nature of the business

is hearing testing and hearing aid sales and service and that the names and addresses of the persons, firms or partnership own-ing and carrying on said trade or business are Affordable Hearing Aid Solutions, Inc., 71-A South Berrong Street, Hiawassee, GA 30546

30546. This instrument is made pursuant to pro-visions of O.C.G.A. § 10-1-490 et seq. re-quiring the filing of such statement with the Clerk of Superior Court, Union County, Course

Georgia. This 12th day of February, 2013. Affordable Hearing Aid Solutions, Inc. By: Linda Barton

**APPLICATION TO REGISTER A BUSINESS** 

**TO BE CONDUCTED UNDER TRADE NAME** 

Affordable Hearing Aid Solutions, Inc. is conducting business as Hearing Solutions, Inc. is conducting business as Hearing Solutions in the City of Blairsville, County of Union in the State of Georgia, under the name of Hearing Solutions and that the nature of the business is hearing national the proving aid

business is hearing testing and hearing aid sales and service and that the names and

addresses of the persons, firms or partner-ship owning and carrying on said trade or business are Affordable Hearing Aid Solu-

tions, Inc., 71-A South Berrong Street, Hia-

Wassee, GA 30546. This instrument is made pursuant to pro-visions of O.C.G.A. § 10-1-490 et seq. re-quiring the filing of such statement with the Clerk of Superior Court, Union County, Converse

Its Vice President and Secretary

All debtors and creditors of the Estate of John Lexie Evans, 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 Representative(s). This 30th day of January, 2013.

By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Feb6,13,20,27)B

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

All debtors and creditors of the Estate of Ella Battle, 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 30th day of January, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Feb6,13,20,27)E

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

IN RE: Estate of Gladys Thompson Young,

All debtors and creditors of the Estate of

Gladys Thompson Young, 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(c) Representative(s). This 30th day of January, 2013.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8

Blairsville, GA 30512 N(Feb6,13,20,27)B

# NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Jeane Elliott Estes. De-

All debtors and creditors of the Estate of Jeane Elliott Estes, 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 30th day of January, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Feb6,13,20,27)B NOTICE TO DEBTORS AND CREDITORS

# STATE OF GEORGIA, COUNTY OF UNION

IN RE: Estate of Maggie V. Timmons, De-

ceased All debtors and creditors of the Estate of Maggie V. Timmons, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Descanal Representation(s) of the actate 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 8th day of February, 2013. 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 Evelyn P. Winkler, De-

All debtors and creditors of the Estate of Evelyn P. Winkler, 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 4th day of February, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Plains: CA 20511

Blairsville, GA 30512 N(Feb13,20,27,Mar6)E

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

IN RE: Estate of Rebecca L. Conkle, De-All debtors and creditors of the Estate of Rebecca L. Conkle, 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) Representative(s). This 13th day of February, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Feb20,27,Mar6,13)B

## **APPLICATION TO REGISTER A BUSINESS** TO BE CONDUCTED UNDER TRADE NAME

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

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 Mike A. Youngblood to Choice Mortgage Bank, dated June 19, 2007, recorded in Deed Book 715, Page 288, Union County, Georgia Records, as last transferred to The Bank of New York Mellon Trust Company, National Association Ecromety Known As The Bank Association Formerly Known As The Bank of New York Trust Company, National Asso-ciation, As Trustee for Chase Mortgage Fi-nance Trust Series 2007-S6 by assignment recorded in Deed Book 829, Page 532, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIVE HUN-DRED TWENTY-NINE THOUSAND SIX HUN-DRED AND 0/100 DOLLARS (\$529.600.00). with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthighest blader for cash before the court-house door of Union County, Georgia within the legal hours of sale on the first Tuesday in March, 2013, the following described property:All that tract or parcel of land ly-ing and being in Land Lots 164 and 197, 8th District, 1st Section, Union County, Georgia, containing 5 00 acres as being shown on District, 1st section, officin county, deorgia, containing 5.00 acres, as being shown on plat of survey entitled "Survey for Mike A. Youngblood and Julia D. Youngblood" by Kuykendall Surveying, Inc. dated Septem-ber 28, 2004 and recorded in Plat Book 52, Pace 127. Union Centre Decendent which day Page 137, Union County Records which description on said plat is incorporated herein by reference. Property is subject to matters as shown on the above plat. The right, if any, of The United States of America to redeem said land within 120 days from the date of the foreclosure sale held on March 5, 2013. as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). 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 Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees (notice of in-tent to collect attorney's fees (notice of in-tent to collect attorney's fees (notice of in-sociation holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: The Bank of New York Mellon Trust Com-pany, National Association Formerly Known As The Bank of New York Trust Company, National Association, As Trustee for Chase Mortgage Finance Trust Series 2007-S6. JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, 0H 43219, to discuss possible alternatives to foreclosure, and has the authority to ne-gotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and navable) any matters which minth be 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. To the best knowledge and belief of the undersigned, the party in possession of the property is Mike A. Youngblood or a tenant or tenants and said property is more commonly known as 4868 St Hwy 325, Blairsville, Georgia 30512-2674. 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. The Bank of New York Mellon Trust Com-nany National Association Formerly Known pany, National Association Formerly Known As The Bank of New York Trust Company, National Association, As Trustee for Chase Mortgage Finance Trust Series 2007-S6 as Attorney in Fact for Mike A. Youngblood Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/Inc 3/5/13 Our file no. 1351211-FT20

ANY INFORMATION UBIAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Jonathan Curtis Corn and Stacey M.Corn to Mortgage Electronic Registration Systems, Inc., as nominee for Appalachian Com-munity Bank, its successors and assigns, dated May 18, 2001, recorded in Deed Book dated May 18, 2001, recorded in Deed Book 375, Page 376, Union County, Georgia Re-cords, as last transferred to Chase Home Finance, LLC by assignment recorded in Deed Book 844, Page 594, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-FOUR THOUSAND SIX HUNDRED AND 0/100 DOL-LARS (\$54,600.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-Set for the right will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in March, 2013, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART UEPECE The dobt accuracy by acid Security 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 evenences of this sale as provided in Secuexpenses 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 Security Deed first set out above. JPMorgan Chase Bank, National Association suc-cessor by merger to Chase Home Finance LLC is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase Bank, National Asso-ciation, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. To the best knowl-edge and belief of the undersigned, the narbuin possession of the property is Curtis party in possession of the property is Curtis Corn and Stacey Corn or a tenant or ten-ants and said property is more commonly known as 888 Hams Old 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. JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance LLC as Attorney in Fort for Insertion Fact for Jonathan Curtis Corn and Stacey M. Corn McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/tvl 3/5/13 Our file no. 51176604-FT18 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lots 91 & 92, 10th District, 1st Sec-Land Lots 91 & 92, 10th District, 1st Sec-tion, Union County, Georgia, containing 2.71 acres, more or less, as depicted in the plat of survey prepared for Curtis and Stacey Corn by Robert J. Breedlove, RLS #2228, dated 9/23/99, and recorded in Plat Book dated 9/23/99, and recorded in Plat Book 45 page 241, Union County records, and said plat is incorporated herein by refer-ence for a more complete description of the above property. Subject to the ease-ment deed between Dennis W. Garrett and the United States of America dated 1/7/82 and recorded in Deed Book 120 page 331 Union corrected in Deed book 120 page 330, corrected in Deed book 122 page 331 Union County records. Subject to mineral rights reserved by previous grantor. MR/tvl 3/5/13 Our file no. 51176604 - FT18 N(Feb6,13,20,27)8

# NOTICE OF SALE UNDER POWER Georgia, Union County This law firm is acting as a debt col-

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 GEORGE R. SMOAK to UNITED COMMUNITY BANK, 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 Dana Wooten and Michael L Wooten to Mortdated September 6, 2002, recorded Sep-tember 16, 2002, in Deed Book 432, Page 92, Union County, Georgia records, as last modified by Modification of Security Deed dated December 17, 2010, recorded in Deed Book 854, Page 740, Union County, Georgia records, said Security Deed being given to secure a Note from GEORGE R. SMOAK dated December 17, 2010, in the ariginal principal gage Electronic Registration Systems, Inc., dated October 26, 2007, recorded in Deed Book 734, Page 528, Union County, Georgia Book 734, Page 528, Union County, Georgia Records, as last transferred to Green Tree Servicing LLC by assignment recorded in Deed Book 924, Page 688, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SIXTY-SIX THOUSAND AND 0/100 DOLLARS (\$266,000.00), with interest thereon as set forth therein, there will be sold at public December 17, 2010, in the original principal amount of Two Hundred Forty Eight Thou-sand Fifty Eight and 74/100 (\$248,058.74) Dollars, with interest from date at a rate pe 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, 2013, the forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in March, 2013, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART sale on the first luesday in March, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 157, 9th District, 1st Section, Union County, Georgia, containing 52.901 acres, as shown on a plat of sur-vey by Rochester & Associates, RS #2894, dated //U(01 revised 9/5/02 and recorded 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 dated 4/4/01, revised 9/5/02 and recorded in Plat Book 50, Page 227, Union County Records, which description on said plat 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 is hereby incorporated by reference and made a part hereof. Also conveyed herein is a 30 feet easement expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's for ingress, egress and utilities as recorded in an Easement Deed dated 8/13/02 and recorded in Deed Book 428, Page 90, Union fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a County records LESS AND EXCEPT: All that tract or parcel lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, of land lying and being in Land Lot 157, 9th District, 1st Section, Union County Georgia, and being Tract "B" containing 2.053 acres, as shown on a plat of survey by Land Tech Services, Inc., dated August 7, 2002, as recorded in Plat Book 50, Page 189, Union any assessments, liens, encumbrances zoning ordinances, restrictions, covenants and matters of record superior to the Se-County records, which description is incurity Deed first set out above. Green Tree Servicing LLC is the holder of the Note and Security Deed to the property in accor-dance with OCGA § 44-14-162.2. The entity rated herein by reference and made corpo a part hereof. a part hereot. 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 that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Green Tree Servicing, LLC, 4250 North Freeway, Fort Worth, TX 76137 877-816-9125. To the best knowledge and belief of the undersigned, the party in pos-session of the property is Dana Wooten and Michael L Wooten or a tenant or tendebt 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 ants and said property is more commonly known as 436 Canal Lake Drive, Blairsville, Georgia 30512. The sale will be conducted attorney's fees (notice of intent to collect attorney's fees having been given). subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and au-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, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments. dit of the status of the loan with the holder of the security deed. Green Tree Servicing LLC as Attorney in Fact for Dana Wooten and Michael L Wooten McCalla Raymer, LLC liens, easements, encumbrances, zoning 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/kgo ordinances, restrictions, covenants, and matters of record superior to the Security 3/5/13 Our file no. 566413-FT17 EXHIBIT Deed first set out above. 373/13 Our line 100. 300413-F117 EARIBIT "A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 242, of Union County, Georgia, contain-ing 0.308 acres, more or less, as shown on a plat of survey by Rochester & Associates, brackted December 20 2000 To the best knowledge and belief of the undersigned, the party in possession of the property is GEORGE R. SMOAK or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for GEORGE R. SMOAK L. Lou Allen Stites & Harbison, PLLC Inc. dated December 12, 2000 and recorded in Union County Records in Plat Book 47, Page 54, said plat is incorporated herein, by 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03444 reference hereto for a full and complete de-scription of the above described property. Tax ID Number 070B-040 Being the same property conveyed to Michael L. Wooten and Dana Wooten by deed from Jane Woo-ten recorded 04/22/2004 in Deed Book 521 N(Feb6,13,20,27)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 given by Kathy K. Minter to Citifinancial Services, Inc, dated May 13, 2008, recorded on May 15, 2008 in Deed Book 760, Page 650, Union County, Georgia Records, said Security Deed having been last sold, assigned, transferred and conveyed to CitiFinancial Services, Inc., the secured creditor, by Assignment convey-ing the after-described property to secure a Note in the original principal amount of One Hundred Forty-Two Thousand Three Hundred Eighty-Two and 61/100 DOLLARS (\$142,382,61), with interest thereon as set forth therein, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebt-edness due and payable and, pursuant to the power of sale contained in said Deed. will on March 5, 2013 during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest

bidder for cash, the property described in said Deed, to-wit: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 247 of Union County, Georgia, contain-ing 1000 Arms area loss of losing ing 1.093 Acres, more or less, and being Lot 13 of Jewell Masons Overlook Subdivision, as shown on a plat of survey by Roches-ter and Associates, Inc., dated January 9, 1997 and recorded in Union County re-cords in Plat Book 39, Page 100. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Being the same fee simple property conveyed by Warranty fee simple property conveyed by Warranty Deed from Marshall Woodcock to Kathy K. Minter, dated 06/26/1997 recorded on 06/28/1997 in Book 273, Page 335 in Union

06/28/1997 in Book 2/3, Page 335 in Union County Records, State of GA. Said property is known as 792 W and B Drive, Blairsville, GA 30512, together with all fixtures and personal property attached to and constituting a party of said property, if any. Namy. Said property will be sold as the property of Kathy K. Minter, the property, to the best information, knowledge and belief of the undersigned, being presently in the pos-session of Kathy K. Minter or a tenant or tenants. Said property will be sold sub-ject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemp-tion of any taxing authority, any matters which might be disclosed by an accurate 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. 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.

## NOTICE OF SALE UNDER POWER

**GEORGIA, UNION COUNTY** GEORGIA, UNION COUNTY By virtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from FRED S. ROBERTS ("Grantor") to BETTY JO ALLBRITTON ("Grantee"), dated November 30, 2006, recorded December 11, 2006, in Deed Book 681, Page 266, Union County, Georgia Records, said Security Deed being given to secure a Note of even date in the original principal amount of One Hundred Twenty Six Thousand Two Hundred Fitty Twenty Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$126,250.00), with interest from date at the rate as provided therein on the unpaid balance until paid. Whereas the debt secured by the said deed 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, 2013, the

following described real property to wit: All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lot 79 of Union County, Georgia, and being Lot 1 of Chestnut Ridge subdivision, con-taining 2.16 acres, more or less, as shown on a plat of survey by Tim Cable Survey-ing, dated March 25, 1994 and recorded in Union County Records in Plat Book 31, Page 104. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described prop-

erty. Property Address: 3650 Chestnut Ridge Rd. Blairsville, GA 30512

The debt secured by the Security Deed has been and is hereby declared due because of, among other possible events of default, failure to comply with the terms of the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorneys' fees (no-tice of intent to collect attorneys' fees hav-

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.

To the best knowledge and belief of Grantee, the above described property is in the possession of FRED S. ROBERTS, or a ten-ant or tenants, and will be sold subject to the outstanding ad valorem taxes and/or assessments, if any.

Betty Jo Albritton As Attorney in Fact for Fred S. Roberts

N(Feb6,13,20,27)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 JOSEPH RAYMOND DYER to Union County Bank I/k/a United Community Bank, dated July 2, 1996, recorded July 3, 1996, in Deed Book 250, Page 187, Union County, Georgia re-cords, as last modified by Modification of Security Deed dated February 17, 2010, re-corded in Deed Book 828, Page 634, Union Security Deed dated February 17, 2010, re-corded in Deed Book 828, Page 634, Union County, Georgia records, as transferred to CF SOUTHEAST, LLC by Transfer and As-signment recorded in Deed Book 866, Page 623, Union County, Georgia records, said Security Deed being given to secure a Note from JOSEPH RAYMOND DYER, with inter-est from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersioned at oublic outcry 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, 2013, the following de-

scribed property: All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lot 133 of Union County, Georgia, contain-In g a acres, more or less, and being Tract A, as shown on a plat of survey by Paul B. Schultz, Deputy County Surveyor, dated February 16, 1974 and recorded in Union County Records in Plat Book M, Page 193. Said plat is incorporated herein, by refer-ance herein, for a full and complete deence hereto, for a full and complete de-scription of the above described property. Also enclosed is a 15 foot wide road easement across Tract B as shown on the referred to plat of survey. Said easement being for ingress and egress and the placement of public utilities to Tract A. LESS AND EXCEPT:

All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lot 133 of Union County, Georgia, and be-ing Tract 2, containing 1.00 acres, more or less, as shown on a plat of survey by Hayes, James & Associates, Inc., dated August 27, 2009 and recorded in Union County, Geor-gia Records in Plat Book 63, Page 33. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property

of the above described property. The remaining property and the property that is the subject of this foreclosure is

(Feb6.13.20.27)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

# NOTICE OF PETITION TO CHANGE NAME

NOTICE OF PETITION TO CHANGE NAME GEORGIA, UNION COUNTY Notice is hereby given that Patricia Bayne Pollard Taylor, the undersigned, filed her petition to the Superior Court of Union County, Georgia, on the 4th day of February, 2013, praying for a change in the name of petition from Patricia Bayne Pollard Taylor to Patricia Bayne Pollard Pandolh to Patricia Bayne Pollard Pandolph. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objection to such name change. Objections must be filed with said Court within 30 days of the filing

following

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before March 4, 2013.

**BE NOTIFIED FURTHER: All objections to the** petition must be in writing, setting forth the grounds of any such objections. All pleadings/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/telenhone number for the required address/telephone number for the required amount of filing fees. If any objections are amount or filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing. Dwain Brackett, Probate Judge

N(Feb6,13,20,27)B **NOTICE OF REFERENDUM** 

706-439-6006

TO: Traci Bowman

N(Feb13,20,27,Mar6)P IN THE PROBATE COURT COUNTY OF UNION STATE OF GEORGIA Deceased Estate No. 13-080 NOTICE

# N(Feb13,20)P

Georgia. This 12th day of February, 2013. Affordable Hearing Aid Solutions, Inc. By: Linda Barton Its Vice President and Secretary N(Feb20,27)B APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS STATE OF GEORGIA

The undersigned does hereby certify that Wendy L. Smith, MD PC conducting a busi-ness as a medical practice in the City of Blairsville, County of Union, in the State of Georgia, under the name of Hearing Solu-tions and that the network of the business is

**COUNTY OF UNION** 

tions, and that the nature of the business is Hearing Aid Dispenser and that the names and addresses of the persons, firms or partnership owning and carrying on said trade of business are: Wendy L. Smith, MD, 11 Hospital Way, Blairsville, Ga. 30512.

By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512

of said petition This 4th day of February, 2013

IN RE: Estate of Hazel Bowman Barnes,

An order for service was granted by this court on January 20, 2013, requiring the

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

IN RE: Estate of Jean M. Carter. Deceased All debtors and creditors of the Estate of Jean M. Carter, 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 15th day of February, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Feb20.27.Mar6.13)B

# NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of William Horace Roberts,

Deceased

All debtors and creditors of the Estate of William Horace Roberts, 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 15th day of February, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Feb20.27.Mar6.13)B

**NOTICE OF INTENT TO INCORPORATE** Notice is given that Articles of Incorpora-tion for Abercrombie 34 Enterprises, Inc., have been delivered to the Secretary of State for filing in accordance with the Geor-gia Business Corporation Code. The initial registered office of the corporation will be located at 1573 Gainesville Highway, Blairsville, Ga. 30512 and its registered agent at such address is Wayne Abercrombie. N(Feb13.20)F

**NOTICE** Georgia, Union County Probate Court Warren E. Randall has petitioned to be appointed Administrator(s) of the estate of Barbara Lee Randall, deceased, of said of barbara Lee nanual, deceased, of sau County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before March 4, 2013. All pleadings/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, Probate Judge

Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512 706-439-6066 N(Feb6,13,20,27)E

UNION COUNTY SCHOOLS REQUEST FOR PROPOSAL FOR CONSTRUC-TION MANAGEMENT AT RISK SERVICES The Union County Board of Education is requesting a proposal from interested and qualified Construction Management Firms on or before March 21, 2013 at 3 p.m. for Construction Management-at-Risk Servic-es for a term of 5 years from 2013 - 2017. The projects include, but are not limited to, the following:

1. Capital Improvement Program projects that may be identified during the 5 year term; and 2. Renovations/Additions to existing facili-

ties

Request copies of the RFP by faxing or e-mailing Mr. Gary Steppe with the Union County Board of Education at Fax: 706-745-5025 or Email: gsteppe@ucschools.org 5025 of Enrari. Systeppeeduschous.org The Union County Board of Education re-serves the right to select or reject any and all proposals and waive technicalities as a result of this Request for Proposal. The school system is not liable for any costs incurred by any person or firm responding to the response table

### NOTICE

30-Day Comment Period Categorical Exclusions Opportunity to Comment on U.S. Forest Ser-

vice Culvert Replacement on Frick Creek in Fannin County, GA. Opportunity to Comment on U. S. Forest

Service Stream Habitat Improvement in Boggs Creek in Lumpkin County, GA. The Forest Service, Chattahoochee Na-tional Forest, Blue Ridge Ranger District, is requesting public comment on 2 proposals.

to vote at such referendum shall be deter-mined in all respects in accordance with the election laws of the State of Georgia. This notice is given pursuant to a resolu-tion of the Union County Board of Education adopted on December 10, 2012. This 19th day of December, 2012.

TO THE QUALIFIED VOTERS OF UNION COUNTY SCHOOL DISTRICT, GEORGIA NOTICE IS HEREBY GIVEN that on the 19th

day of March, 2013, a special election will be held at the regular polling places in all the election districts of Union County at which time there will be submitted to the qualified voters of Union County for their determination the question of whether a special cales and use tay for educational purposes of one percent shall be levied, im-posed and collected on all sales and uses in Union County for a period of time not to exceed twenty (20) calendar quarters, be-ginning with the calendar quarter following the calendar quarter in which the cales and similar quarter in which the sales and use tax for educational purposes presently in effect expires, and for the purpose of raising not more than \$21,000,000, which shall go to the Union County School District, for the purposes of (i) acquiring, construct-ing and equipang new school exstem faing and equipping new school system fa-cilities, including classroom additions, an agricultural sciences center, a field house agricultural sciences center, a field house and a multi-use auditorium, (ii) adding to, renovating, repairing, improving, and equipping existing school buildings and school system facilities, including athletic facilities, (iii) acquiring miscellaneous new equipment, fixtures and furnishings for the school system, including instructional and administrative technology equipment and safety and security equipment, (iv) acquiring school buses, vehicles and trans-portation and maintenance equipment, (v) acquiring textbooks and other instructional materials, including band instruments and acquiring textbooks and other instructional materials, including band instruments and equipment, (vi) acquiring land for school system facilities, with the maximum cost of the projects described in items (i) - (vi) payable from said tax being \$21,000,000, (vii) paying any general obligation debt of the School District in conjunction with the imposition of such sales and use tax, and (viii) paying the expenses incident to ac-comelishing the foregoing.

complishing the foregoing. The ballots to be used at such referendum shall have written or printed thereon substantially the following: Yes

No

Shall a special one percent sales and use tax for educational purposes be continued in Union County for a period not to exceed twenty (20) calendar quarters beginning upon expiration of the sales and use tax for educational purposes presently in ef-fect and for the nurpose of reising not for educational purposes presently in ef-fect, and for the purpose of raising not more than \$21,000,000 of net proceeds by said tax, which net proceeds shall go to the Union County School District for the purpose of (i) acquiring, construct-ing and equipping new school system fa-cilities, including classroom additions, an agricultural sciences center, a field house and a multi-use auditorium, (ii) adding to, renovating, repairing, improving, and to, renovating, repairing, improving, and equipping existing school buildings and school system facilities, including athletic facilities, (iii) acquiring miscellaneous new equipment, fixtures and furnishings for the school system, including instructional and administrative technology equipment and safety and security equipment, (iv) acquiring school buses, vehicles and transportation and maintenance equipment, (v) acquiring textbooks and other instructional materials, including band instruments and equipment, (vi) acquiring land for school system facilities, with the maximum cost of the projects described in items (i) - (vi) payable from said tax being \$21,000,000, (vii) paying any general obligation debt of the School District in conjunction with the imposition of such sales and use tax and imposition of such sales and use tax, and

(viii) paying the expenses incident to ac-complishing the foregoing. If the imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obliga-tion debt of Union County School District in the principal amount of \$13,500,000 for the purposes of the Union County School District department in the principal and (bit) District described in items (i)-(vi) and (viii) above and for the purpose of payment of a portion of the interest on such debt.

If the imposition of such tax is approved by If the imposition of such tax is approved by the voters, such vote shall also constitute approval of the issuance of general obliga-tion debt by the Union County School Dis-trict in the aggregate principal amount not to exceed \$13,500,000 for the purposes of the Union County School District described in items (i) -(vi) and (viii) above and for the purpose of payment of a portion of the in-terest on such debt. The maximum rate of terest on such debt. The maximum rate of interest such general obligation debt will bear is not to exceed 6.0% per annum, and the aggregate amount of principal to be paid in each year during the life of such debt will be as follows: YEAR PRINCIPAL TO BE PAID

2014 \$2,600,000 2015 2,700,000 2016 2,800,000

2017 2,900,000

2018 2,500,000

Any brochures, listings, or other advertise-ments issued by the Union County Board of Education, or by any other person, firm, corporation, or association with the knowledge and consent of the Board of Education, shall be deemed to be a state-ment of intention of the Board of Education ment of intention of the Board of Education concerning the use of the proceeds of the general obligation debt to be issued in connection with the sales and use tax for educational purposes. The several places for holding said referen

dum shall be at the regular and established voting precincts of the election districts of Union County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the referendum. All polling places will be open.

The last day to register to vote in this refer-endum shall be February 19, 2013, through 5:00 p.m. Mail voter registration applications must be postmarked on or before February 19, 2013. Those residents of Union County qualified

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA,

STATE OF GEORGIA, COUNTY OF UNION. On August 16, 2002, Joseph F. Taylor ex-ecuted a Security Deed to Stephens Federal Bank securing a note of even date for One Hundred Seventy Thousand and No/100 Dollars (\$170,000.00), said security deed being recorded in Deed Book 428, Pages 566-588, Union County Records. Said secu-rity deed conveyed the property hereinafter

rity deed conveyed the property hereinafter described. By virtue of the power of sale contained

in said security deed to Stephens Federal Bank, there will be sold by the undersigned at public outcry to the highest bidder for cash, before the Union County Courthouse cash, before the Union County Courthouse door in Blairsville, Georgia, during the le-gal hours of sale, being 10 a.m. until 4 p.m. Eastern Time, on the first Tuesday in March, the same being March 5, 2013 the following described property: All that tract or parcel of land lying and be-ing in Land Lot 18, 16th District, 1st Sec-tion, Union County, Georgia containing 6.97 acres and being shown as Lots Five (5) and

acres and being shown as Lots Five (5) and Nine (9) on a plat of survey by Blairsville Surveying Co., R. S. #2228, dated 6/20/95, last revised 4/21/99 and recorded in Plat Book 42, Page 244, Union County Records which description on said plat is incorporated herein by reference and made a part

hereof. The property is subject to the road easement as shown on said plat. The property is subject to the attached re-strictions.

The property is subject to the easement to Blue Ridge Mountain EMC recorded in Deed Book 318, Page 35, Union County Records. The property is subject to the road right of way to Union County recorded in Deed Book 177, Page 130 Union County Records. The property is subject to the Joint Roadway

Agreement recorded in Deed Book 322, Page 612, Union County Records. The grants or grants to grantee a perpetual water right to the well located on Lot # 6, and the right to run and maintain the nec-

essary water lines to the home located on Lot # 5 Lot # 5. The debt secured by said security deed and note has been and is hereby declared due and payable because of default for non-payment as required by the note and security deed. The debt having been de-clared due and payable and remaining un-paid, and the terms in the note and security deed remaining in default this sale will be

deed remaining in default, this sale will be made for the purpose of paying the prin-cipal, accrued interest and attorney's fees pursuant to the note and security deed, plus all expenses of this sale. Said property will be sold as the property of

Joseph F. Taylor and subject to outstanding ad valorem taxes and/or easements and/or restrictive covenants appearing of record, if any. The undersigned will comply with Georgia law, 0.C.G.A. Section 44-14-162.2, prior to conducting the sale. To the best knowledge and belief of the un-dersigned, equitable title to said property is now held by Joseph F. Taylor. The entity with full authority to penotiate. incorporated by reference and made a part hereof. The property is subject to the pow-erline easement as shown on said plat. 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 attornev's fees (notice of intent to collect

Page 546, in the Office of the Clerk of the Superior Court of Union County, Georgia. Note: For street numbering purposes known as 978 Canal Lake Road, Blairsville, GA MR/

Pursuant to the Power of Sale contained in

a Security Deed given by John P Pocius III to Chase Manhattan Mortgage Corporation

dated 11/27/1996 and recorded in Deed

Book 259 Page 33, UNION County, Georgia records; as last transferred to JPMorgan

Chase Bank, National Association, convey-

ing the after-described property to secure a Note in the original principal amount of

\$ 59,150,00, with interest at the rate speci-

fied 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 March 05, 2013 (being the

nours or sale on March 05, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the follow-ing described property: All that tract or parcel of land lying and being in Land Lot 68, 9th District, 1st Sec-tion of Union County, Georgia, containing 1.676 acres as shown on a plat of survey by B Keith Bochester & Associates Inc. BS

by B. Keith Hochester & Associates, inc., HS 2653, dated 11/20/96 and recorded in Plat Book 36 page 230 Union County records which description on said plat is hereby incorporated by reference and made a part

kgo 3/5/13 Our file no. 566413 - FT17

NOTICE OF SALE UNDER POWER, UNION COUNTY

N(Feb6,13,20,27)B

attorney's fees having been given). Said property is commonly known as 5294 Rocky Top Road, Blairsville, GA 30512 to-gether 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): John P Pocius III or tenant or

tenants. JPMorgan Chase Bank, NA is the entity or authority to negotiate, amend and modify all terms of the mortgage pursuant to established guidelines. JPMorgan Chase Bank, NA Homeowner's Assistance Department

3415 Vision Drive

Columbus, Ohio 43219 1-866-550-5705 Note, however, that such entity or individual

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 might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning

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 172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. JPMorgan Chase Bank, National Associa-tion as agent and Attorney in Fact for John Descing Ju

P Pocius III

Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, At-lanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL DE LICED ED THAT DUBDOES 10.1 EDAGA

BE USED FOR THAT PURPOSE. 1031-69446A 6,13,20,27)B

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

NUIGE of SALE ONDER FOWER Under and by virtue of the power of sale contained in a Security Deed from JERRY HINNENKAMP to UNITED COMMUNITY BANK, dated May 7, 2008, recorded May 23, 2008, in Deed Book 761, Page 682, Union Courte Correspondent of the medicing County, Georgia records, as last modified by Modification of Security Deed dated May 6, 2010, recorded in Deed Book 833, Page 233, Union County, Georgia records, said Security Deed being given to secure a Note from JERRY HINNENKAMP dated May 6,2010, in the original principal amount of Thirty Five Thousand Eight Hundred Sixty Seven and 83/100 (\$35,867.83) 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 bichest bidder for 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, 2013, the

following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 75, of Union County, Georgia, containing 0.807 acre more or less, and being further identified as Lot 8 of Lake Forest Subdivision, as shown on a plat of survey by Roch-ester and Associates, Inc., dated March 22, 2005, and recorded in Union County, Georgia records in Plat Book 55, Page 323. Said plat is incorporated into this instrument by reference hereto for a complete and ac-curate description of the above conveyed property.

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

scribed 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 proas and when use 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)

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 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 JERRY HINNENKAMP or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for JERRY HINNEN-KAMP

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8

tion and audit of the status of the loan with the holder of the security deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures re-garding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation of the audit of the status of the loan as provided immediately above. The debt secured by said Security Deed

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 re-maining in default this cale will be made maining 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, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as provided by law.

provided by law. Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage on behalf of the secured creditor, diffigurated convices have in a following mortgage on behalf of the secured creditor, CitiFinancial Services, Inc., is as follows: CitiFinancial North America, Attention: Foreclosure Department, 1111 Northpoint, Suite 100 Bldg 4, Coppell, TX 75019, 888-491-8970. The foregoing notwithstand-ing, nothing in 0.6.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument. instrument.

CitiFinancial Services, Inc. as Attorney in Fact for Kathy K. Minter MorrislHardwicklSchneider, LLC 1301 Hightower Trail, Suite 305 Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

N(Feb6,13,20,27)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

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 Mary Nix Conley aka Mary N Conley and Charles M Conley to Beneficial Mortgage Co. of Georgia, dated August 24, 2006, recorded in Deed Book 664, Page 455, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUN-DRED EIGHTY-ONE AND 65/100 DOLLARS (\$188,381.65). with interest thereon as set DRED EIGHTY-ONE AND 65/100 DOLLARS (\$188,381.65), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in March, 2013, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. Beneficial Financial I Inc., successor by merger to Beneficial Mortgage Co. of Georgia is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: HSBC Consumer Lending Mortgage Serv, 961 Weigel Drive, Elmhurst, IL 60126, 800-365-6730. To the best knowledge and belief of zoning ordinances, restrictions, covenants 6730. To the best knowledge and belief of the undersigned, the party in possession of the property is Charles M Conley and Mary Nix Conley or a tenant or tenants and said property is more commonly known as 91 Margie Ln, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confir-mation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loop with the helder of the source it to evolve the

more particularly shown as Tract 3 con-sisting of 4.92 acres on that certain plat of survey prepared by Hayes James Civil of survey prepared by Hayes James Civil Engineers, Planners and Surveyors, dated September 9, 2009 and recorded in Plat-Book 63, Page 38, Union County, Georgia re-cords, and Tract 1 consisting of 1.00 acres on that certain plat of survey prepared by Hayes James Civil Engineers, Planners and Surveyors, dated August 27, 2009 and recorded in Plat Book 63, Page 33, Union County, Georgia records. The deht secured by said Security Deed

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 and an expenses of this state, 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 available, any actors which yight be

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

To the best knowledge and belief of the undersigned, the party in possession of the property is JOSEPH RAYMOND DYER or a tenant or tenants. CF SOUTHEAST, LLC, as attornave in Eact for IOSEPH RAYMOND

as attorney in Fact for JOSEPH RAYMOND DYER

L. Lou Allen

L. LOU Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. AM190-00018 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. WIEDE 130 278 N(Feb6,13,20,27)B

The first proposal involves the replace-ment of 2 culverts on Frick Creek in Fan-nin County, Georgia. The second proposal is a stream habitat improvement project in Boggs Creek in Lumpkin County, Georgia. The proposed action descriptions and other information are available for review at the

information are available for review at the Information are available for review at the Blue Ridge Ranger District office in Blairs-ville, GA. Additional information regarding these actions can be obtained from: Jim Wentworth at 2042 Hwy 515 W, Blairsville, GA, 30512 or by email at jwentworth@ fs.fed.us.

These proposals are categorically excluded from documentation in an Environmental Assessment or an Environmental Impact Statement pursuant to 36CFR 220.6(e). The decisions will be subject to administrative appeal in accordance with 36 CFR 215 and the judicial ruling in Sequoia ForestKeeper v. Tidwell.

### How to Comment and Timeframe

Written, facsimile, hand-delivered, oral, and electronic comments concerning this action will be accepted for 30 calendar action will be accepted for 30 calendar days following the publication of this no-tice in the North Georgia News and The News Observer. The publication date in the newspapers of record is the exclusive means for calculating the comment period for this analysis. Those wishing to com-ment should not rolk upon date as time frame information provided by any other source. The regulations prohibit extending

the length of the comment period. Written comments must be submitted to: Andrew Baker at 2042 Hwy 515 W, Blairs-ville, GA 30512 or by email at albaker@ fs.fed.us. The office business hours for those submitting hand-delivered comments are: 8 AM to 4:30 PM, Monday through Fri-day, excluding holidays.

Oral comments must be provided at the Responsible Official's office during normal business hours via telephone at (706) 745-6928 or in person, or at an official agency function (i.e. public meeting) that is de-signed to elicit public comments. Electronic comments must be submitted in a format such as an email message, plain text (.txt), rich text format (.rtf), or Word (.doc) to albaker@fs.fed.us. In cases where no identifiable name is attached to a comment, a verification of identity will be required for

verification of identity will be required for appeal eligibility. If using an electronic message, a scanned signature is one way to provide verification. It is the responsibility of persons providing comments to submit them by the close of the comment period. Only those who sub-mit timely comments will have eligibility to appeal the subsequent decision under 36 CFR 215.

Individuals and organizations wishing to be eligible to appeal must meet the informa-tion requirements of 36 CFR 215.6. N(Feh20)F

### APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME STATE OF GEORGIA COUNTY OF UNION

The undersigned does hereby certify that Affordable Hearing Aid Solutions, Inc. is conducting business as Hearing Aid Soluunions in the City of Blairsville, County of Union in the State of Georgia, under the name of Hearing Aid Solutions and that the nature of the business is hearing testing and hearing aid sales and service and that the names and addresses of the persons, firms or partnership owning and carrying on said trade or business are Affordable Hearing Aid Solutions, Inc., 71-A South Berrong Street, Hiawassee, GA 30546.

This instrument is made pursuant to pro-visions of O.C.G.A. § 10-1-490 et seq. requiring the filing of such statement with the Clerk of Superior Court, Union County, Georgia. This 12th day of February, 2013.

Affordable Hearing Aid Solutions, Inc. By: Linda Barton

Its Vice President and Secretary

Libby Stevens Union County Election Superintendent

N(Feb13.20.27.Mar6.13)B **STATE OF GEORGIA** 

COUNTY OF UNION NOTICE OF SALE UNDER POWER NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from JOSEPH RAYMOND DYER to United Community Bank, dated March 10, 2003, recorded March 20, 2003, in Deed Book 458, Page 326, Union County, Georgia records, as last modified by Modification of Security Deed dated Feb-ruary 12, 2010, recorded in Deed Book 828 ruary 17, 2010, recorded in Deed Book 828, Page 631, Union County, Georgia records, as transferred to CF SOUTHEAST, LLC by Transfer and Assignment recorded in Deed Book 866, Page 641, Union County, Georgia records, said Security Deed being given to secure a Note from JOSEPH RAYMOND DYER, with interest from date at a rate per cent per annum on the unpaid balance unti 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, 2013, the

sale on the first Tuesday in March, 2013, the following described property: All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lot 133 of Union County, Georgia containing Lot 133 or Union County, Georgia Containing 10.10 acres, more or less, and being Tract C as shown on a plat of survey by Paul B. Schultz, Deputy County Surveyor dated February 16, 1974 and recorded in Union County Records in Plat Book M, Page 193. Said plat is incorporated herein, by refer-ence hereto, for a full and complete de-scription of the above described property. LESS AND EXCEPT: LESS AND EXCEPT:

LESS AND EXCEPT: All that tract or parcel of land lying and be-ing in District 16, Land Lot 133, Section 1, of Union County, Georgia, containing 1.18 acres, more or less, more specifically de-oriend or follower. scribed as follows:

Beginning at the intersection of the south right of way line of Craig Gap Road and the centerline of Winn Cove Road, thence North 48 degrees 21 minutes 56 seconds East, 305.85 feet to an iron pin set in the said south right of way line of Craig Gap Road marking the northwest corner of Lot 17, Winn Cove Subdivision, said iron pin being the true noise of heating inc

the true point of beginning. Thence with the south right of way line of Craig Gap Road six bearings and distances: North 43 degrees 13 minutes 45 seconds East, 58.84 feet; North 37 degrees 32 min-utes 48 seconds East 64.00 feet; North 32 degrees 40 minutes 36 seconds East 53.62 feet; North 30 degrees 56 minutes 29 sec-onds East, 81.18 feet; North 34 degrees 25 minutes 12 seconds East, 57.13 feet; and North 35 degrees 55 minutes 40 seconds East. 54.83 feet to a culvert and branch running under Craig Gap Road; thence seven bearings and distances down said branch: South 15 degrees 28 minutes 33 seconds East, 51.37 feet; South 59 minutes 26 min-utes 55 seconds East, 28.63 feet; South 04 degrees 53 minutes 53 Seconds East, 41.09 feet; South 63 degrees 24 minutes 35 sec-onds East, 60.48 feet; South 61 degrees 37 minutes 33 seconds East 38 51 feet 37 minutes 33 seconds East, 38.51 feet; South 45 degrees 55 minutes 24 seconds East, 37.67 feet; and South 20 minutes 00 minutes 00 seconds East, 5.00 feet to the centerline of a small creek; thence down said creek six bearing and distances: South 52 degrees 40 minutes 33 seconds West, 46.69 feet; South 67 degrees 26 minutes 13 seconds West, 57.85 feet; South 54 Degrees 33 minutes 49 seconds West, 28,45 feet; South 12 degrees 32 minutes 49 seconds East, 42.45 feet; South 57 degrees 02 min-utes 38 seconds West 20.96 feet; and South 44 degrees 54 minutes 41 seconds West 20.50 reet, and South 44 degrees 54 minutes 41 seconds West, 6.59 feet to a point on the south E-W land lot line of land lot 133; thence along said land lot line, North 80 degrees 38 minutes 04 seconds West, 52.77 feet to a flagged rock; and North 88 degrees 38 minutes 04 seconds West, 193.63 feet back to the true point of beginning.

na r that is the subject of this foreclosure is more particularly shown as Parcel C-1, Par-cel C-2 and Parcel C-3 on that certain plat of survey prepared for CF Southeast LLC, prepared by Blue Ridge Mountain Survey-ing, Inc., dated August 24, 2011, J. Jason Henson, GRLS No. 3007.

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 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 JOSEPH RAYMOND DYER or a tenant or tenants CF SOUTHEAST. LLC.

as attorney in Fact for JOSEPH RAYMOND DYER L. Lou Allen

Stites & Harbison, PLLC

The entity with full authority to negotiate, amend and modify all terms of the mort-gage with the Debtor is Stephens Federal Bank, Phone Number (706) 886-2111. The undersigned will execute a deed to the purchaser at said sale as provided in the aforementioned deed to secure debt to Ste-

phens Federal Bank. Dated this 25th day of January, 2013. Stephens Federal Bank, Attorney-in-fact

Brian C. Ranck Joseph F. Tavlor Sanders & Ranck, P. C. P. O. Box 1005 Toccoa, GA 30577 706-886-7533 Attorney for Stephens Federal Bank (Feb6.13.20.27)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 Arthur Michael Moolman to Mortgage Electronic Registration Systems, Inc., dated January 10, 2005, recorded in Deed Book 561, Page 299, Union County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 918. by assignment recorded in Deed Book 918, Page 693, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED AND 0/100 DOL-THOUSAND TWO HUNDRED AND 0/100 DOL-LARS (\$131,200.00), 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, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt rein 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 and inspection of the property, any survey and inspection or the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Wells Fargo Bank, N.A. is the holder of the Note and Security Deed to be assessed and the security N.A. is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the under-signed, the party in possession of the prop-erty is Arthur Michael Moolman or a tenant or tenants and said monerth is more comor tenants and said property is more com-monly known as 6281 Autumn Hills Drive, Blairsville, Georgia 30560. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Wells Fargo Bank, N.A. as Attorney in Fact for Arthur Michael Moolman McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ "A" All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 51 of Union County, Georgia, and being Lot 9 of Woodland Hills Subdivision, Unit One, containing 2.30 acres, more or less, as shown on a plat of survey by Blairsville Surveying Co., dated June 07, 2001, last revised September 9, 2002, and recorded in Union County Records in Plat Book 50, Page 241. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described proper-ty. MR/rcf1 3/5/13 Our file no. 558713 - FT7 eb6.13.20.27)B

Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03434 N(Feb6 13 20 27)B

### **STATE OF GEORGIA COUNTY OF UNION**

COUNTY OF UNION NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from GER-ALD HINNENKAMP to UNITED COMMUNITY BANK, dated July 1, 2009, recorded July 2, 2009, in Deed Book 806, Page 258, Union County, Georgia records, as last modified by Modification of Security Deed dated June 30, 2010, recorded in Deed Book 838, Page 357, Union County, Georgia records Page 357, Union County, Georgia records, said Security Deed being given to secure a Note from GERALD HINNENKAMP dated a note from GenalD minipervalue date June 30, 2010, in the original principal amount of Twenty Nine Thousand Two Hun-dred Twenty Three and 46/100 (\$29,223.46) 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

cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in March, 2013, the following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 70, of Union County, Georgia, containing 1.151 acres, more or less, and being further identified as Lot 1 of Lake Forest Subdivi-sion, as shown on a plat of survey by Roch-ester and Associates, Inc. dated March 17. ester and Associates, Inc., dated March 17, 2005, and recorded in Union County, Georgia records in Plat Book 56, Page 28. Said plat is incorporated into this instrument by reference hereto for a complete and ac-curate description of the above conveyed property.

Subject to an easement to Blue Ridge Mountain electric Membership Corpora-tion as recorded in Union County, Georgia records in Deed Book 567, Page 591. Subject to restrictions as recorded in Union Course Coversio recorded in Deel 509.

County, Georgia records in Deed Book 582, Pages 646-652. Also conveyed is a non-exclusive perpetual

easement for the use of subdivision roads for ingress and egress to the above de-scribed property. The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including

attorney's fees (notice of intent to collect attorney's fees having been given). Said property 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 GERALD HINNENKAMP or a ten-

UNITED COMMUNITY BANK, as attorney in Fact for GERALD HINNEN-ΚΔΜΡ

L. Lou Allen Stites & Harbison. PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03435 N(Feb6,13,20,27)B

confirmation and audit of the status of the loan with the holder of the security deed. Beneficial Financial I Inc., successor by merger to Beneficial Mortgage Co. of Geor-gia as Attorney in Fact for Mary Nix Conley aka Mary N Conley and Charles M Conley McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.fore-closurehotline.net MR/mc2 3/5/13 Our file no. 557013-FT8 EXHIBIT "A" All that tract or parcel of land lying and being in the 7th no. 53/013-F10 EARIBIT A All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lot 18 and the 8th District, 1st Section, Land Lot 307, des-ignated as Lot No 9 of Mountain Trace, con-taining 1.23 acres, more or less, as shown taining 1.23 acres, more or less, as shown on a plat of survey by William F. Rolader, RLS 2042, and recorded in Union County Records in Plat Book 38, Page 213, said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Subject to restrictions as recorded in Daese d Book restrictions as recorded in Deees, d Book 283, Page 520, Union County Records. Tax Map or Parcel ID No: 024-029-A09 MR/mc2 3/5/13 Our file no. 557013 - FT8 Feb6,13,20,27)B

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

IN DEED TO SECURE DEBT Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Keith P. Foster, Jr. to Mortgage Electronic Registration Systems, Inc. as nominee for Heritage Lending & Invest-ments, LLC in the original principal amount of \$180,000.00 dated 04/22/2005, and re-corded in Deed Book 579, page 27, Union County records, said Security Deed being last transferred and assigned to U.S. Bank, National Association in Deed Book 926, page 84, Union County records, the underpage 84, Union County records, the under-signed will sell at public outcry to the high-est bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of March, 2013 by U.S. Bank National Association aka U.S. Bank, N.A, as Attorney-in-Fact for Keith P. Foster, Jr. the following described prop-

erty: All that tract or parcel of land lying and be-ing in the 8th District, 1st Section, Land Lot 164 of Union County, Georgia, containing 2.7 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated December 14, 2000 and recorded in Union County Records in Plat Book 46, Page 105. Soid bet is incremented heaving hurs of 195. Said plat is incorporated herein by ref-erence hereto for a full and complete description of the above described property Property known as: 3313 Nottely Dam 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 pay-ing the same and all expenses of sale, in cluding attorney's fees, (notice having been given as provided by law). The property will be sold as the property of

(1) all property will be sold as the property of Keith P. Foster, Jr. subject to the following: (1) all prior restrictive covenants, ease-ments, 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 outstand-ing ad valorem taxes and assessments 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.

U.S. Bank National Association aka U.S. Bank, NA holds the Note and referenced Security Deed and services the loan on be-half of Federal Home Loan Mortgage Corporation, the current owner of your loan. Pursuant to 0.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:

U.S. Bank National Association 4801 Frederica Street Owensboro, KY 42301

PH: 800-365-7772 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. To the best of the under aned's knov

and belief, the party in possession is Keith P. Foster, Jr.. U.S. Bank National Association aka U.S. Bank, N.A, as Attorney-in-fact for Keith P.

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 Phone - 770-392-0398 Toll Free - 866-999-7088

www.penderlaw.com Our File No. 12-53030-1

N(Feb6,13,20,27)B

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 (706) 632-7923 File No. AM190-00017 This Law Firm Is Attempting to collect A Debt. Any information obtained will Be USED for that purpose. N(Feb6,13,20,27)B