North Georgia News

Legal Notices for March 6, 2013

NOTICE OF DUI CONVICTION Union County Superior Court

Convicted Person: Heather Cantrell Offense Date: 9/12/2011 Offense Location: Hayfield Road Case Disposition: 12 Months, Serve 30 Days, 240 Hours Community Service Work, \$600 Fine

NOTICE OF DUI CONVICTION

N(Mar6)B

Union County Superior Court Convicted Person: Jonathan Deyton Offense Date: 10/32/2011 Offense Location:

Track Rock Gap Case Disposition: 12 Months, Serve 15 Days, 30 Days Community Service Work, \$700 Fine

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

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

All debtors and creditors of the Estate of 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 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.

This 8th day of February, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8

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

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 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

65 Courthouse Street, Suite 8 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 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). This 13th day of February, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

Blairsville, GA 30512

N(Feb20,27,Mar6,13)B

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

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

IN RE: Estate of William Horace Roberts.

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

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 Mary Ruth Garrett, De-All debtors and creditors of the Estate of Mary Ruth Garrett, 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

NOTICE OF SALE UNDER POWER SECURITY DEED STATE OF GEORGIA,

COUNTY OF UNION. On August 16, 2002, Joseph F. Taylor executed 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 hereinather rity deed conveyed the property hereinafter described.

By virtue of the power of sale contained in said security deed to Stephens Federal 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 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 April, the same being April 2, 2013 the following described property:

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 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 easenent 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 Road-way Agreement recorded in Deed Book 322, Page 612, Union County Records. The grapter grants to graptee a perpetual

water right to the well located on Lot # 6, and the right to run and maintain the necessary water lines to the home located on 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, O.C.G.A. Section 44-14-162.2, prior to conducting the sale.

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 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-

aforementioned deed to secure debt to Stenhens Federal Bank. Dated this 22nd day of February, 2013.

Stephens Federal Bank, Attorney-in-fact Brian C. Ranck

Joseph F. Taylor Sanders & Ranck, P. C. P. O. Box 1005 Toccoa, GA 30577

706-886-7533 Attorney for Stephens Federal Bank N(Mar6,13,20,27)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 Aus-tin Beer and Holly Beer to Mortgage Elec-tronic Registration System inc, as nominee for Group One Mortgage, its successors and assigns, dated July 23, 2009, recorded in Deed Book 808, Page 315, Union County, Georgia Records, as last transferred to JP-Morgan Chase Bank, National Association by assignment recorded in Deed Book 919, Page 201, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED THOUSAND AND 0/100 DOLLARS (\$100,000.00), with inter-est thereon as set forth therein, there will be sold at public outcry to the highest bid-der for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in April. 2013, the following described property:All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 12 of Union County, Georgia, and being Lot 6 of Coosa Creek Acres Subdivision, containing 0.86 acres, more or less, as shown on a plat of survey by North Georgia Land Surveyors, dated October, 1981 and recorded in Union County, Georgia Records in Plat Book L, Page 232. Said plat is incorporated herein, by reference hereto, for a full and com-plete description of the above described property. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. 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, in-cluding attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Associa-tion 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: Federal National Mortgage Association ("Fannie Mae"). »JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to nephp gotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in pos-session of the property is Austin Beer and session of the property is Austin Beer and Holly Beer or a tenant or tenants and said property is more commonly known as 215 Rachel 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 As-sociation as Attorney in Fact for Austin Beer and Holly Beer Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Geor-gia 30329 (770) 234-9181 www.jflegal.com MSP/ef2 4/2/13 Our file no. 1790312-FT20

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY By virtue of a Power of Sale contained in

J. WHITE to MORTGAGE ELECTRONIC REG-ISTRATION SYSTEMS, INC., AS NOMINEE FOR NATIONPOINT, A DIV. OF FFFC, AN OP. SUB. OF MLB&T CO., FSB, dated February 6, 2007, recorded February 12, 2007, in Ded Book 691, Page 218, Union County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Sixty-Seven Thousand Five Hundred and 00/100 dollars (\$67,500.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and trans-ferred to U.S. BANK, NATIONAL ASSOCIA-TION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR TO LASALLE BANK, N.A. AS TRUSTEE FOR THE HOLDERS OF THE MERRILL LYNCH FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-1, secured creditor, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union cash periore une courtnouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in April, 2013, all property described in said Security Deed including but not limited to the following described property:

described property: THE FOLLOWING PROPERTY TO-WIT: 3.2 ACRES LOCATED IN LAND LOT 238, 11TH. DISTRICT, 1ST. SECTION UNION COUNTY, GEORGIA, BEING MORE PARTICULARLY DE-

SCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LAND LOT 238; SAID POINT BEING LO-CATED 955 FEET WEST OF THE SOUTHEAST CORNER

OF SAID LAND LOT AS MEASURED ALONG SOUTH LINE OF SAID LAND LOT; THENCE NORTH 02 DEGREES 14 MINUTES EAST, 360 FEET TO A POINT; THENCE SOUTH 86 DEGREES 00 MINUTE EAST, 240 FEET TO A POINT; THENCE NORTH 02 DEGREES 14 MIN-UTES EAST, 129.1 FEET TO A POINT;

THENCE NORTH 57 DEGREES 21 MINUTES WEST, 358.1 FEET TO A POINT LOCATED IN THE CENTER OF A STREAM;

THENCE SOUTHWESTERLY FOLLOWING THE CENTER LINE OF SAID STREAM 683 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF LAND LOT 238, THENCE SOUTH 86 DEGREES 00 MINUTES FAST, 198.6 FEET TO THE DOINT OF DEFUNITION THE POINT OF BEGINNING.

THE POINT OF BEGINNING. LESS AND EXCEPT 1.2 acres of the above de-scribed property heretofore conveyed from Daniel H. Woody and Mary Kathy Woody to Kenneth L. Carlisle by that certain Warranty Deed dated January 6, 1995 and recorded in Deed Book 227, Page 314 in the office of the Clerk of Superior Court of Union County, Georgia to which said deed and recorded reference is hereby made for more com-

Georgia to Which said deed and recorded reference is hereby made for more com-plete boundaries and description. LESS AND EXCEPT 0.96 acre of the above described property heretofore conveyed from Mary Kathy Woody, individually and Mary Kathy Woody, Candi Woody Turner and Randy Woody as the sole surviving heirs of Daniel H. Woody to Timothy L. Carlisle by that certain Warranty Deed dated Novem-ber 6. 2006 and recorded in Deed Book 681. ber 6, 2006 and recorded in Deed Book 681. Page 535 in the office of the Clerk of Supe-rior Court of Union County, Georgia to which said deed and recorded reference is hereby

made for more complete boundaries and description. FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS 079-029A; SOURCE OF TITLE IS BOOK 170. PAGE 96

Said legal description being controlling, however the property is more commonly known as 12006 TRITT RD, SUCHES, GA 30572

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, including but not limited to the nonpayment of the indebted-ness as and when due. The indebtedness remaining in default, this sale will be made for the nurnose of naving the same all exfor 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" basis without any representation, warranty or recourse against the above-named creditor 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; assess-ments; liens; encumbrances; restrictions; ouvenant; and any other matters of record 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 MICHAEL J. WHITE, or 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 Deed.

The entity having full authority to negoti-The entry having the automy to hegot-ate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, D Lose Mittention Death 7105 Comparison LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Tele-phone Number: 800-720-3758 for and on behalf of the secured creditor. U.S. BANK, NATIONAL ASSOCIATION, AS Successor trustee to bank of Ameri-CA, N.A., AS SUCCESSOR TO LASALLE BANK, N.A. AS TRUSTEE FOR THE HOLDERS OF THE MERRILL LYNCH FIRST FRANKLIN MORT-GAGE LOAN TRUST, MORTGAGE LOAN AS-SET-BACKED CERTIFICATES, SERIES 2007-1 as Attorney in Fact for MICHAEL J. WHITE 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-

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

Because of default in the payment of the because of default in the payment of the indebtedness, secured by a Security Deed executed by Karen Whittle to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., its successors and assigns dated April 9, 2007 in the amount of \$205,800.00, and re-corded in Deed Roek 700, Parce 647, Unio corded in Deed Book 702, Page 647, Union County, Georgia Records; as last transferred to Nationstar Mortgage LLC by assignment; the undersigned, Nationstar Mortgage LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in April. 2013 , during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash. the property described in said deed to-wit: All that tract or parcel of land lying and be ing in the 10th District, 1st Section, Land Lot 83 of Union County, Georgia, containing 1.38 acres, more or less, and being Lot Five (5) of Coosa Run Subdivision as shown on a plat of survey by Rochester & Associate Inc., dated 5/12/88, and recorded in th Union County Records in Plat Book U. Page 53, and said plat is incorporated herein, by reference hereto, for a full and complete

description of the above property. Subject to the easement to Blue Ridge Mountain EMC as recorded in Deed Book 151, Pages 372-374, Union County Re-

151, rayes or 2 or 2, error or 2, error 2, error 2, subject to the restrictions recorded in Deed Book 152, Page 740-741 and in Deed Book 160, Pages 464-465, Union County

Subject to the road easement as shown on said plat. which has the property address of 283 V Addington Rd, Blairsville, Georgia., together

with all fixtures and other personal prop-erty conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions,

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

confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security

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

Cured in accordance with U.C.G.A. Section 44-14-162.(a). Said property will be sold as the property of Karen Whittle and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Nationstar Mortgage LLC Attorney in Fact for Karen Whittle

McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News Publication Dates: 03-06-2013, 03-13-2013, 03-20-2013, 03-27-2013

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A

DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Mar6.13.20.27)B N(Mar6,13,20,27)B NOTICE OF REFERENDUM 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 sales and use tax for educational urposes of one percent shall be levied, im-osed 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 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, constructing 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 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) ac-quiring 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) (vii) 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 accomplishing the foregoing. The ballots to be used at such referendum shall have written or printed thereon sub-

NOTICE OF SALE UNDER POWER

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 Pagicteria Suctame Inc. detail January 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, Page 693, Union County, Georgia Records, conveying the after-described property 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-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 April, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by caid 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 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 valorbe sold subject to any outsinning at valor-em taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Wells Fargo Bank N.A. is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full 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 and Agnes Wynne Du-Preez or a tenant or tenants and said property is more commonly known as said property is more commonly known as 6281 Autumn Hills Drive, Blairsville, Geor-gia 30560. The sale will be conducted sub-ject (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 At-torney in Fact for Arthur Michael Moolman KicCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.fore-closurehotline.net MR/rcf1 4/2/13 Our file no. 558713-FT7 EXHIBIT "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 Wood-Land Hills Subdivision, Unit One, containing 2.30 acres, more or less, as shown on a plat of survey by Blairsville Surveying Co., dat-ed June 07, 2001, last revised September 9, 2002, and recorded in Union County Records in Plat Book 50, Page 241. Said plat cords in Plat block 50, Page 241. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. MR/rcf1 4/2/13 Our file no. 558713 - FT7 N(Mar6,13,20,27)B

IN THE SUPERIOR COURT OF UNION COUN-

STATE OF GEORGIA SIDNEY C. MAHAN, JR, as EXECUTOR OF THE ESTATE OF SIDNEY C. MAHAN, SR PLAINTIFF CIVIL ACTION FILE NO. 12-CV-516-RG BRITTANY PACK

DEFENDANT NOTICE OF SALE BY COURT ORDER Pursuant to an Order dated February 25 2013, in the above action which orders the following described property to be sold on the Union County Courthouse steps on the day for legal sales for the month of April 2013, as is done under the law for the sale of property as if at a foreclosure at public auction and sold thereby to the highest bid-der during the legal hours of sale. Said tract of land is described as follows.

Said tract of land is described as follows, to wit: All that tract or parcel of land situate, ly-ing and being in Land Lots 273 and 274, 9th District, 1st Section, of Union County, Geor-gia containing 3.503 acres, more or less beginning at the intersection of the south-ern right of way Nelson Street (now Cook Street) and Tanyard Branch and running thence along the southern, southwestern and western line of Nelson Street as fol-lows: North 84 degrees 30 minutes east 65 feet: North 83° 15 min. east 40.0 feet: South 89° 00 min. east 45.83 feet; South 61° 15 min. east 93.0 feet; South 56° 00 min. east 84.0 feet; South 51° 30 min. east 84.0 feet; South 41° 15 min. east 58.0 feet; South 36° 30 min. east 72.0 feet; South 31° 30 min. east 100.0 feet; South 36° 30 min. east 44.0 feet; South 42° 45 min. east's 45.0 feet; South 67° 30 min. east 20.0 feet to an iron pin; thence leaving the Western line of Nel-son Street and running thence South 60° 00 min. west 80.0 feet; running thence South 61° 30 min. west 88.0 feet: running thence South 59° 30 min. west 100.0 feet; running thence South 55° 15 min. west 86.0 feet to an iron pin found; running thence along the centerline of Tanyard Branch, North 24° 30 min. west 16.0 feet to an iron pin found; running thence along the centerline of Tan-yard Branch North 24° 30 min. west 78.0 feet; running thence North 23° 30 min. west 62.0 feet; running thence North 26° 00 min. west 65.0 feet to an iron pin found; run-ning thence North 17° 30 min. west 110.0 feet: running thence North 20° 30 min. west 32.0 feet; running thence North 40° 30 min. west 34.0 feet to an iron pin found; running thence North 6° 00 min. west 28.0 feet; running thence North 27° 00 min. west 35.0 feet; running thence North 45° 00 min. west 31.0 feet; running thence North 27° 45 min. west 43.0 feet; running thence North 28° 30 min. west 109.0 feet to the original point of

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 MAR-JORIE C. RHODES A/K/A MARJORIE C. WIN-TERMUTE to UNITED COMMUNITY BANK, dated August 1, 2008, reported August 4 dated August 1, 2008, recorded August 4, 2008, in Deed Book 770, Page 181, Union County, Georgia records, as last modified by Modification of Security Deed dated July 30, 2010, recorded in Deed Book 839, Page 712, Union County, Georgia records, said

Security Deed being given to secure a Note from MARJORIE C. RHODES A/K/A MARJO-RIE C. WINTERMUTE dated July 30, 2010, in the original principal amount of One Hundred Eleven Thousand Eight Hundred Thirty Nine and 35/100 (\$111,839.35) Dol-lars with interest from date at a rate ner lars, 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 April, 2013, the following described property: All that tract or parcel of land lying and be-

ing in the 9th district, 1st Section, Land Lot 299 of Union County, Georgia, containing 0.910 acre, more or less, and being Lot 4, as shown on a plat of survey by Rochester & Associates, Inc., dated December 6, 2002 and recorded in Union County Records in Plat book 51, Page 75. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above described property.

described property. Subject to the roadway easement shown on the plat.

Grantor also grants to Grantee a non-exclu-sive perpetual easement for the use of the subdivision roads for ingress and egress to the above-described property. ALSO

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 299 of Union County, Georgia, contain-ing 0.479 acre, more or less, and being Tract 4A of River Lake Estates Subdivision, Phase II, as shown on a plat of survey by Rochester & Associates, Inc., dated De-cember 6, 2002, revised April 20, 2005 and July 15, 2005 and recorded in Union County records in Plat Book 56, Page 55. Said plat is incornorated barein by reference bareful is incorporated herein, by reference hereto for a full and complete description of the above described property.

Subject to a roadway easement as shown on the plat. Subject to an easement to Blue Ridge

Mountain Electric Membership Corporation and public utilities easement. The property below the 1785 contour of

Lake Nottely is subject to the TVA Ease-Grantor also grants to Grantee a non-exclu-

sive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default failure to now the indebtedness

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

To the best knowledge and belief of the undersigned, the party in possession of the property is MARJORIE C. RHODES A/K/A MARJORIE C. WINTERMUTE or a tenant or tenanted

UNITED COMMUNITY BANK, as attorney in Fact for MARJORIE C. RHO-DES A/K/A MARJORIE C. WINTERMUTE

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COUNTY OF UNION NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from WIL-LIAM F. MOORE, III and LINDA S. MOORE to UNITED COMMUNITY BANK, dated March

3, 2005, recorded March 11, 2005, in Deed Book 570, Page 140, Union County, Georgia records, as last modified by Modification of

Security Deed dated February 23, 2011, re-corded in Deed Book 860, Page 740, Union County, Georgia records, said Security Deed

being given to secure a Note from WILLIAM F MOORE, III and LINDA S. MOORE dated February 23, 2011, in the original principal

amount of Eighty Three Thousand Five Hun-dred Three and 50/100 (\$83,503.50) Dol-lars, with interest from date at a rate per

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

Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03450

N(Mar6.13.20.27)B

STATE OF GEORGIA

tenants

Representative(s). This 22nd day of February, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Feb27,Mar6,13,20)B

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

IN RE: Estate of Donald A. Nelson, De-

All debtors and creditors of the Estate of Donald A. Nelson, 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 20th day of February, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8

Blairsville, GA 30512 N(Feb27,Mar6,13,20)B

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

IN RE: Estate of Sue Juanita Sistrunk, De-

All debtors and creditors of the Estate of Sue Juanita Sistrunk, 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 25th 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 Shirley Jean Reynolds, De-

All debtors and creditors of the Estate of Shirley Jean Reynolds, 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 1st day of March, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Mar6,13,20,27)B

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Ronna L. McFadden and Wil-liam E. McFadden to Mortgage Electronic Registration Systems, Inc. as nominee for Southern Highlands Mortgage, LLC, its suc-cessors and assigns dated January 10, 2007 in the amount of \$159,900.00, and recorded in Deed Book 686, Page 142, Union County, Georgia Records; as last transferred to Branch Banking and Trust Company by as-signment; the undersigned, Branch Bank-ing and Trust Company pursuant to said deed and the note thereby secured, has declared the entire amount of said indebted-ness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in April, 2013, during the legal hours of sale, at the Courthouse door in Union County, sell at public outrry to the highest bidder for cash, the property described in said deed to-wit: TRACT 1.

TRACT 1:

All that tract or parcel of land lying and be-ing in Land Lot 263, 9th District, 1st Section, Union County, Georgia, containing 1.24 acres, as shown on a plat of survey by Tam-rok Engineering, Inc., Tommy J. Phillips, RS #1626, dated 7/12/91 and recorded in Plat Book Z Page 29 Union County Records, which description on said plat is hereby incorporated by reference and made a part

TRACT 2:

All that tract or parcel of land lying and be-ing in Land Lot 263, 9th District, 1st Sec-tion, Union County, Georgia, containing 1.0 acre, being described as follows: Begin-ping at the pairt joining the NW across of ning at the point joining the NW corner of the Katsch Property, the NE corner of the Heaton Property, and the SW corner of the said property, thence N 3 00 E 118.0 feet to an iron pin; thence E 331.0 feet to an iron pin. thence S 33 30 E: thence S 14 00 E: htence S 4 15 W along Dyer Circle to an iron pin; thence S 89 30 W; thence S 86 30 W 75.0 feet; thence N 79 00 W 87; thence S A plat of description of the property is re-corded in the Union County Records in Plat Book 11 Page 231, recorded 12/27/78 and is also shown on the warranty deed from Gertrude K Dver to Ray H. Sales and Joann 0. Sales dated 2/1/91, recorded in Deed Book 182 Page 462 Union County Records All of the above property is further shown on a plat of survey by Tamrok Engineer-ing, Inc., RS #1626, dated 7/12/91, a copy

recorded in Book 686, Page 137. Also conveyed is a non-exclusive perpetual easement for the use of the roads for ingress and egress to the above described property.

N(Mar6.13.20.27)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 con tained in a Security Deed given by Donald W Pilcher and David M Monbeck to Mortgage Electronic Registration Systems, Inc., dated March 7, 2007, recorded in Deed Book 696, Page 403, Union County, Georgia Records, as last transferred to M&T Bank by assignment recorded in Deed Book 909, Page 32, Union County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of ONE HUNDRED TWENTY-EIGHT THOUSAND AND 0/100 DOLLARS (\$128,000.00), 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 April, 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 pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, in-cluding 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 we due and taxes which are a lien, but not yet due and payable), any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out above. M&T Bank is the holder of the Note above. M&I Bank is the noider of the Note and 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 debtage in M&P Rept. DO Dev. 1000 Put the debtor is: M&T Bank, P.O. Box 1288, Buf-falo, NY 14240, 800-724-1633. To the best knowledge and belief of the undersigned, the party in possession of the property is Donald W Pilcher and David M Monbeck or a tenant or tenants and said property is more commonly known as 5270 Acorn Ln, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the helder of the county dead MPST Deriv the holder of the security deed. M&T Bank as Attorney in Fact for Donald W Pilcher and David M Monbeck McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sju 4/2/13 Our file no. 51154512-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lots 131, 132 & 147 of Union County, Georgia, containing 1.86 acres, more or less, and being more particularly described as follows: Beginning at the land lot corners common to Land Lots 131, 132, 146 & 147; thence S 0 Degrees 51 Minutes W 50 Feet thence N 72 Degrees 18 Minutes W 169.7 feet to the centerline of a road; thence folteet to the centerline of a road; thence tol-lowing the centerline of the road Nine (9) courses and distances, N 24 Degrees 58 Minutes W 150.3 feet, N 68 Degrees 37 Min-utes E 72.5 feet, S 58 Degrees 07 Minutes E 81.1 feet, S 70 Degrees 48 Minutes E 83.3 feet, N 86 Degrees 16 Minutes E 107.9 feet, N 77 Degrees 14 Minutes E 92.4 feet, N 84 Degrees 52 feet, S 24 Degrees

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

Telephone Number: (877) 813-0992 Case Ad Run Dates 03/05/2013, 03/12/2013, 03/19/2013, 03/26/2013

www.rubinlublin.com/property-listings.

N(Mar6.13.20.27)B

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 J. Larry Turner and Karen Turner to Mortgage Electronic Registration System as nominee for United Community Mortgage Services, Inc. its successors and assigns, dated June 2, 2008, recorded in Deed Book 763, Page 453, Union County, Georgia Records, con-veying the after-described property to se-cure a Note in the original principal amount of FOUR HUNDRED SEVENTEEN THOUSAND AND 0/100 DOLLARS (\$417,000.00), 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 April, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 237, 9th District, 1st Section, Union County, Georgia, containing 2.00 acres and being shown on a plat of survey by Blars-ville Surveying Co., RS #2228, dated July 2, 2006, filed and recorded in Plat Book 58, page 228, Union County Records. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Said property is subject to the road easement as shown on the above referenced plat. Said property is subject to all easements, restrictions and rights of way as shown on the above referenced plat. The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale. as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). GMAC Mortgage, LLC fk/a GMAC Mortgage Corporation holds the Note and Security Dead to the above of forecad everytheter Deed to the above-referenced property and services the above-referenced loan on be-half of the current owner of the loan: Federhalf of the current owner of the loan: Feder-al National Mortgage Association ("Fannie Mae"). »GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation can be contacted at 800-850-4622x2365442 or by writing to Two Ravinia Dr. Suite 500, Atlanta, GA 30346, 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 payable), any matters which might be disclosed by an accurate survey and indisclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of rerestrictions, covenants, and matters or 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 J. Larry Turner and Karen Turner or a tenant or tenants and said property is more commonly known as 1492 Ledford 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. Ocwen Loan Servicing, LLC as Attorney in Fact for J. Larry Turner and Karen Turner Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/tg5 4/2/13 Our file no. 1109313-FT1

NOTICE OF SALE UNDER POWER

(Mar6,13,20,27)B

GEORGIA, UNION COUNTY By virtue of a Power of Sale contained in Security Deed (hereinafter, "Security eed") from Wallace G. and Marion W. Lof-s to United Community Banks, Inc. dba Deed") tis to United Community Mortgage Services dat-ed December 18, 2009, recorded December 28, 2009 in Deed Book 822, Page 173, Union County, Georgia Records, as last transferred to Generation Mortgage Company by that certain Assignment, recorded February 1, 2010 in Deed Book 824, Page 769, aforesaid records, said Security Deed having been given to secure a Note of even date in the original principal amount of Four-Hundred Forty Seven Thousand and 00/100 Dollars (\$447,000.00), with interest thereon as provided for therein. Said Security Deed will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, 0000described in said Se-curity Deed including, but not limited to, the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOT 311 OF UNION COUNTY, GEORGIA. AND BEING LOT 1 CONTAINING 1.10 ACRES, MORE OR LESS AND LOT 2 CONTAINING 1.21 ACRES, MORE OR LESS, OF NOTLA WOODS SUBDIVISION. AS SHOWN ON A PLAT SURVEY BY ROCHESTER & ASSO-CIATES, INC., DATED MAY 11, 1989, REVISED JUNE 19, 1989, AND RECORDED IN UNION COUNTY, GEORGIA RECORDS IN PLAT BOOK X, PAGE 96. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. ALSO CONVEYED IS A NON-EXCLUSIVE PER-PETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROP-ERTY Said property is more commonly known as 1217 Blue Ridge Hwy, Blairsville, GA 30512. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees, and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to the following items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or by an inspection of the property; any outstanding taxes, including but not limited to ad valorem taxes, which constitute liens upon said property; special assessments: all outstanding bills for cial assessments; all outstanding bills for public utilities which constitute liens upon said property; all restrictive covenants, easements, rights-of-way, and any other matters of record superior to said Security Deed. To the best knowledge and belief of the undersigned, the party(ies) in posses-sion of the property Wallace G. and Marion W. Loftis or tenant(s).

stantially the following: Yes No

Shall a special one percent sales and use Shah 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 effect, 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 facilities, including classroom additions, an 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) ac-quiring 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 (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 dependent in theme (i) with (with 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 the voters, such vote shall also constitute approval of the issuance of general obligation 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 interest 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 statement 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 referendum 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 yote in this referendum shall be February 19, 2013, through 5:00 p.m. Mail voter registration applica-

February 19, 2013. Those residents of Union County qualified to vote at such referendum shall be determined 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. Libby Stevens Union County Election Superintendent

N(Feb13,20,27,Mar6.13)B

NOTICE

GEORGIA, UNION COUNTY PROBATE COURT Elaine T. Stanton has petitioned to be ap-pointed Administrator(s) of the estate of David Kukula, deceased, of said 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 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 25, 2013, All pleadings/objections must be signed before a notary public or before a probate court 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

Said property as shown on a plat of survey by Bruce Hunt dated June 1983 as recorded in Plat Book Y, page 77; said plat being in-corporated by reference herein. Said property being Map & Parcel number B02-222A, Tax Bill#22894.

beainnina.

Said property will be conveyed subject to any state of facts as would be disclosed by a current and accurate survey of the prop-erty; all taxes for the year 2012 and sub-sequent years; unrecorded easements and other maters not of record which would be disclosed by a visual inspection of the property; easements to any and all utility companies for the erection and placing of poles and stringing of wire, together with incidental rights of clearing and inspec-tion; right of way deeds and easements in governmental authorities for the purpose of construction of roads and easements for water flowage and non-disturbance; and subject to any other matters which would affect, defeat or impair title which do not appear on the record.

Order said property is to be sold. SO ORDERED, THE HONORABLE RAYMOND E. GEORGE, JUDGE, SUPERIOR COURT, UNION COUNTY, GEORGIA

David E. Barrett Oliver & Weidner, LLC 545 Helen Highway, Suite D Cleveland, GA 30528 706-865-9200 telephone N(Mar6,13,20,27)B

NOTICE OF SALE UNDER POWER, UNION COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Michael D. Parks and Karen S. Parks to Mortgage Electronic

Registration Systems, Inc. as nominee for Primary Capital Advisors LC dated 7/7/2005 and recorded in Deed Book 590 Page 626, UNION County, Georgia records; as last transferred to JPMorgan Chase Bank, National Association, convey-ion the after-described nonperty to secure ing the after-described property to secure a Note in the original principal amount of \$ 177,800.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the high-est bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on April 02, 2013 (being the first Tuesday of said month unless said dete follower forder Unided. date falls on a Federal Holiday), the follow-

ing described property: All that tract or parcel of land lying and be-ing In the 10th District, 1st Section, Land Lots 44 & 45, Union County, Georgia, con-taining 3.76 acres, more or less, and being the Northern portion of Lot Eighteen (18) of the Winfleid Scoff Subdivision, and being more particularly described as follows: BEGINNING at the Land Lot corners com-

mon to Land Lots 44,45,65 & 66, thence N 07 degrees 00 minutes East 1002 feet to an iron pin on the Northwest right of way of County Road 253; thence North VO2 degrees 55 minutes 31 seconds West 550 feet to an Iron pin, this being the TRUE POINT OF BEGINNING, thence South 81 degrees 55 minutes 12 seconds West 278.78 feet to an iron pin; thence North 01 degrees 53 min-utes 25 seconds East 540.49 feet to an iron pin; thence North 01 degrees 53 minutes 25 seconds East 15 feet to the centerline of Anderson Creek; thence following the cen-terline of Anderson Creek three (3) courses and distances as follows: North 68 degrees 58 minutes East 131.29 feet, North 75 de-grees 47 minutes East 127.13 feet, North 61 degrees 26 minutes 41 seconds East 49.52 feet; thence South 02 minutes 55 minutes 31 seconds West 20 feet to an iron pin: thence South 02 degrees 55 minutes 31 seconds West 598.83 feet to the TRUE POINT OF BEGINNING.

The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property is commonly known as 3565 Hamilton Road, Blairsville, GA 30512 to-gether with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject prop erty is (are): Michael D. Parks and Karen S. Parks or tenant or tenants. JPMorgan Chase Bank, NA is the entity or

individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established guidelines. JPMorgan Chase Bank, NA

Homeowner's Assistance Department

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

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-iudicial 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

tion as agent and Attorney in Fact for Mi-chael D. Parks and Karen S. Parks Aldridge Connors, LLP, 15 Piedmont Center,

3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT

COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1031-69762A

NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from ELLA

LAPP to UNITED COMMUNITY BANK, dated May 28, 2009, recorded May 29, 2009, in Deed Book 802, Page 260, Union County, Georgia records, as last modified by modi-fication of Security Deed dated August 16, 0210 recorded is

2012, recorded in Deed Book 917, Page

473, Union County, Georgia records, said Security Deed being given to secure a Note from ELLA LAPP dated August 16, 2012, in the original principal amount of One Hun-dred Fifty Six Thousand Three Hundred Forty Nine and 03/100 (\$156,349.03) Dol-tem with interest from date at each each

lars, with interest from date at a rate per cent per annum on the unpaid balance until

paid; there will be sold by the undersioned

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 April, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 162, 16th District, 1st Section, Union County, Georgia, containing 2.55

acres, and being Tracts 1 and 2, as per plat

of survey by Survey Systems and Associates, Inc., dated 12/3/92, revised 7/30/93

and recorded in Plat Book 29, Page 197, Union County records, which plat is incor-porated herein by reference and made a

Part Increui. The property is conveyed with and sub-ject to a 20 foot ingress-egress easement running from Jim Berry Road to the above property, as shown on the above referenced plat of survey

plat of survey. 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

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

To the best knowledge and belief of the undersigned, the party in possession of the property is ELLA LAPP or a tenant or ten-

Hiawassee d/b/a Bank of Blairsville, dated

Deed first set out above.

part hereof.

plat of survey.

N(Mar6,13,20,27)B

STATE OF GEORGIA

COUNTY OF UNION

the loan as provided immediately above JPMorgan Chase Bank, National Assoc

Deed first set out above.

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 April, 2013, the

following described property: All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lot 282, of Union County, Georgia, con-taining 2.0 acres, more or less, and being further described as Tract 2, as shown on a plat of survey by Rochester and Associ-ates, Inc., dated November 15, 1999 and last revised April 8, 2003, and recorded in Union County, Georgia records in Plat Book 51, Page 213. Said plat is incorporated into this instrument by reference hereto for a more complete and accurate description of the above conveyed property. And

All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lot 282, of Union County, Georgia, being Tract 1C, containing 2.186 acres, more or less, as shown on a plat of survey by Roch-ester and Associates, Inc., dated November 15, 1909, and last revised April 19, 2004 15, 1999 and last revised April 19, 2004, and recorded in Union County, Georgia re-cords in Plat Book 54, Page 108. Said plat is incorporated into this instrument by ref-erence hereto for a more complete and ac-curate description of the above conveyed

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 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 proparty any assessments 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 WILLIAM F. MOORE, III and LINDA S. MOORE or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for WILLIAM F. MOORE, III and LINDA S. MOORE L. Lou Allen Stites & Harbison, PLLC 520 West Main Street

Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03453 N(Mar6,13,20,27)B

ADVERTISEMENT FOR BIDS Project AP090-XXXX-XX (291), Union County Dates: March 1, 2013

City Of Blairsville, Georgia Separate sealed Bids for the construction of Improvements to Blairsville Municipal Airport will be received by the City Of Blairsville, Georgia, hereinafter referred to as the Owner, at Blairsville City Hall until 2:00 P.M., local time, Monday, April 1, 2013. Bids will then be publicly opened and read aloud. Bids received after this time will not be accepted and will be returned un-

The Work includes the following principal items at the Blairsville Municipal Airport: North Apron and Connector Taxiway Pav-ing, Tie Downs and Markings

Total Contract Time for completion of the work is 30 calendar days. Liquidated damages for delay will be in the amount of Five Hundred Dollars (\$500.00) per calendar day that the project remains incomplete after the specified completion time. time.

Other Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings and other Bidding and Contract Documents may be examined at the office of the following:

Barge, Waggoner, Summer and Cannon, Inc., 200 Clinton Avenue, Suite 800, Huntsville, Alabama 35801, Phone (256) 533-1561

City Of Blairsville, 62 Blue Ridge Street, Blairsville, Georgia 30512 Copies of the Bidding Documents may be

obtained from the Engineer, Barge, Wag-goner, Sumner and Cannon, Inc., 200 Clin-ton Avenue, Suite 800, Huntsville, Alabama 35801, Phone (256) 533-1561, upon prior payment of \$100.00 per set for printing, reproduction, handling and distribution costs. No partial or "split sets" will be issued. All checks for copies of the Bidding Documents shall be mad e pavable to

Barge, Waggoner, Sumner and Cannon. Bid Security: Each Bidder must deposit with his Bid, as Bid Security, a Bid Bond pavable to the Owner in an amount equal five (5) percent of the total amount Bid, but in no case more than \$10,000.

Contract Security: The Successful Bidder will be required to furnish separate perfor-mance and payment bonds payable to the Owner. Each bond shall be in an amount equal to 100% of the Contract Price as se-curity for Contractor's faithful performance and payment of all obligations under the Contract Documents.

No Bid may be withdrawn by the Bidder within ninety (90) days after actual date of opening thereof. Bids in the case of corporations not char-

tered in Georgia, must be accompanied by proper certificate evidencing that such corporation is authorized to do business in

the State of Georgia. Bids are to be based upon prevailing wages in Union County, Georgia; and in no case are wages considered less than those predetermined by the Secretary of Labor, a schedule of which is contained in the Con-

which has the property address of 691 Newton Circle, Blairsville, Georgia., to-gether with all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with 0.C.G.A. Section 44-14-162.2(a).

Said property will be sold as the property of Ronna L. McFadden and William E. Mc-Fadden and the proceeds of said sale will be applied to the payment of said indebt-edness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security

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

den

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

www.mccurdvcandler.com

The North Georgia News Publication Dates: 03-06-2013, 03-13-2013, 03-20-2013.03-27-2013

File No. 12-05988 /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.

N(Mar6,13,20,27)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 Larry Nix Harkins to First Charter Bank, dated December 20, 2007, recorded in Deed Book 742. Page 168. Union County, Georgia Records, conveying the after-describe property to secure a Note in the orig nal principal amount of EIGHT HUNDRED EIGHTY THOUSAND AND 0/100 DOLLARS (\$880,000.00), 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 April, 2013, the fol-lowing 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 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, coven and matters of record superior to the ning ordinances, restrictions, covenants curity Deed first set out above. Fifth Third Mortgage Company sbm First Charter Bank is the holder of the Note and Security Deed to the prop accordance with 5 44-14-162.2. The entity that has full au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Fifth Third Bank, 5001 Kingsley Drive, MD 1M0B-BW, Cincinnati, OH 45227, 800-375-175 arth of the head Jourded and belief 1745opt3. To the best knowledge and belief of the undersigned, the party in posses-sion of the property is Larry Nix Harkins or a tenant or tenants and said property is more commonly known as 4203 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 final confirmation and audit of the status of the loan with the holder of the security deed. Fifth Third Mortgage Company sbm First Charter Bank as Attorney in Fact for Larry Nix Harkins McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/rla 4/2/13 Our file no. 59/1313-FT17 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 117 of the 16th District, 1st Section, Union County, Georgia, con-taining 3.905 acres and being Tract Two (2) as shown on a plat of survey by Rochester and Associates, Inc., RS No. 2349, dated 03.02.05 and recorded in Plat Book 56, Page 03.02.05 and recorded in Plat Book 56, Page 24, Union County, Georgia records, which recorded plat is incorporated herein by this reference and made a part of this descrip-tion. Said property being known as 4203 Liberty Church Road according to the pres-ent system of numbering property in Union County, Georgia. Grantor grants access for ingress and egress along or about the 30 foot proposed easement across Tracts 1A and 1B as shown on the above referenced

Degrees 26 Minutes E 52 feet, S 84 Degrees 00 Minutes E 100 feet, S 66 Degrees 46 Min-utes E 219.5 feet; thence S 30 Degrees 22 Minutes E 30 feet to an iron pin; thence S 89 Degrees 38 Minutes W 555.0 feet to the subject to road right of way of the afore-mentioned road, MR/sju 4/2/13 Our file no. 51154512 - FT15

NOTICE OF SALE UNDER POWER

N(Mar6,13,20,27)B

GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Lindsey A. Squire and Kyle R. Squire to Mort-gage Electronic Registration Systems, Inc., dated October 11, 2006, recorded in Deed Book 672, Page 227, Union County, Geor-gia Records, as last transferred to Wells Earon Back N.A. by assignment recorded Fargo Bank, N.A. by assignment recorded in Deed Book 897, Page 410, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-FIVE THOUSAND AND 0/100 DOLLARS (\$155,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in April, 2013, the fol-lowing 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 renaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Wells Fargo Bank, N.A. is the holder of the Note and Sebank, N.A. is the holder of the Note and Se-curity Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debty in Wells Every Laws Marcae a div debtor is: Wells Fargo Home Mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Lindsey A. Squire and Kyle R. Squire or a tenant or tenants and said property in proceeding a space of the same space. property is more commonly known as 3995 Souther Forest, Blairsville, Georgia 30512 The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Wells Fargo Bank, N.A. as Attorney in Fact for Lindsey A. Squire and Kyle R. Squire McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/sc1 4/2/13 Our file no. 51216912-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 16th District. 1st Section. Land Lot 98 of Union County, Georgia, and being Lot 36 of Souther Mill Estates Subdivision, containing 1.133 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated June 2, 1995 and last revised January 13, 2004, and recorded in Union County Records in Plat Book 55, Page 136. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. MR/sc1 4/2/13 Our file no. 51216912 - F

NOTICE OF SALE UNDER POWER

N(Mar6,13,20,27)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 Rob-bie H. Odom and Jackie L. Odom to Mort-gange Electronic Registration Systems. Inc. bie H. Odom and Jackie L. Odom to Mort-gage Electronic Registration Systems, Inc., as nominee for Bank of Hiawassee DBA Bank of Blueridge, its successors and as-signs, dated October 25, 2004, recorded in Deed Book 553, Page 141, Union County, Georgia Records and as re-recorded in Deed Book 554, Page 608, Union County, Georgia Chase Bank, National Association by assignment recorded in Deed Book 929. by assignment recorded in Deed Book 929, Page 547, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principa amount of ONE HUNDRED SEVENTY THOU-SAND FOUR HUNDRED AND 0/100 DOLLARS (\$170,400.00), 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 within the legal hours of sale on the first Tuesday in April, 2013, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HEREFO AND MADE A PART HEREOF The debt secured by said Security Dead her becaused in beams delayed due Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any 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. JPMorgan Chase Bank, National Association 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 negotiate, amend, and modify all terms of negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase Bank, National Association, 3415 Vi-sion Drive, Columbus, OH 43219, 800-446-8939. To the best knowledge and belief of the undersigned, the party in possession of the property is Robbie H. Odom and Jackie Dodom or a tenant or tenants and said L. Odom or a tenant or tenants and said property is more commonly known as 10789 Loving Rd, Morganton, Georgia 30560. The sale will be conducted subject (1) to confir-mation that the sale is not prohibited under 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 loan with the holder of the security deed. JPMorgan Chase Bank, National Associa-tion as Attorney in Fact for Robbie H. Odom and Jackie L. Odom McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/tvl 4/2/13 Our file no. 51191211-FT18 EXHIBIT "A" All that tract or parcel of land lving 4/2/13 Our file no. 51191211-FT18 EXHIBIT "A" All that tract or parcel of land lying and being in the 8th District, 1st Section of Union County, Georgia, and being a part of Land Lot No. 97 and being more particularly described as containing 2.62 acres of land, more or less, as shown on a survey and plat made of the above described property, dated March 10, 1993, that was prepared by Timothy Prescott Cable, Georgia Regis-tered Land Surveyor No. 2582. Said plat is recorded in Plat Book 27, page 212, in the Office of the Clerk of the Superior Court for Union County, Georgia. Said recorded for Union County, Georgia. Said recorded plat is hereby made a part of this deed by reference thereto for a more complete description of the above described property. Subject to existing easements and right of ways for public roads, if any Also subject to Union County, Georgia Subdivision regulations, Mobile Home regulations and any zoning or other ordinances, if any. This any zoning or other ordinances, if any. This conveyance is made together with rights of ingress, egress and utility service along existing roads to the subject property. The above described property is the same prop-erty that was conveyed to Robbie H. Odom and Jackie L. Odom by Warranty Deed dated the 27th day of June, 1996 from Rob-bie H. Odom, said deed being recorded in Deed Book 250, Page 142, in the Office of the Clerk of the Superior Court for Union County, Georgia. MR/tvl 4/2/13 Our file no. 51191211 - FT18 NVMar6.1320.2718

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 Agreement.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the Note secured by said Security Deed. The law firm listed below is acting as a debt collector. Any information obtained will be used for that purpose.

Said property will be sold as the property of Wallace G. and Marion W. Loftis and the proceeds of said sale will be applied to the payment of said indebtedness, the expenses of said sale, all as provided in the Security Agreement, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security

Agreement. Generation Mortgage Company, as Attor-ney-in-Fact for, Wallace G. and Marion W. Loftis.

The entity having full authority to negotiate. amend, or modify all terms of the loan (al-though not required by law to do so) is:

Lender Contact: Generation Mortgage Comany, Loss Mit Department ender Address: 3 Piedmont Center, 3565 ender Address: Piedmont Road NE, Suite 300, Atlanta, GA

30305 Telephone Number: 866-733-6092

Attorney Contact: Dickenson Gilroy LLC, 3780 Mansell Road, Suite 140, Alpharetta, Georgia 30022 Telephone Number: (678) 317-0409 THE ABOVE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED

WILL BE USED FOR THAT PURPOSE. 950-07599947 2.21.13

Generation/Loftis, Wallace N(Mar6,13,20,27)B

STATE OF GEORGIA COUNTY OF UNION

NOTICE OF SALE UNDER POWER

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 recorded 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 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 April, 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-

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 Rochest in Dict Rock 46 Parce Union County Records in Plat Book 46, Page 195. Said plat is incorporated herein by reference hereto for a full and complete de-Property known as: 3313 Nottely Dam Rd, Blairsville, GA 30512

Bialrsville, GA 30512 The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, in-

Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512 706-439-6066 N(Feb27,Mar6,13,20)B

NOTICE OF CHANGE OF CORPORATE NAME Notice is given that articles of amendment which will change the name of: Appalachian Trailways Inc. to Appalachian Trai Jitney have been delivered to the Secre-Trail tary of State for filing in accordance with the Georgia Business Corporation Code. The registered office of the corporation is located at 79 High Meadows Road, Blairsville, GA 30514 N(Feb27, Mar6, 13, 20)B

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 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 of said petition. This 4th day of February, 2013

N(Feb13,20,27,Mar6)P

NOTICE OF OPPORTUNITY FOR A PUBLIC HEARING PRIVATE ENTERPRISE COORDINATION RURAL PUBLIC TRANSPORTATION PROGRAM

Union County is applying for funding assis-

tance under title 49 U.S.C. Section 5311 of the Federal Transit Act pertaining to rural and small urban areas. Union County will offer general public trans-portation to all citizens of Union County for any worthwhile purpose, including but not limited to shopping, medical treatment, so-cial services and other purposes.

Union County solicits private sector input and participation to assure that private for-profit transportation operators have a fair and timely opportunity to participate in the development of this program. Union County also solicits comments and

concerns from the general population on local rural public transportation services. Union County also solicits comments and concerns from the disabled population and their representatives to assure that issues relating to the disabled are addressed in the service design proposed during the

planning process. Interested persons are invited to request that a public hearing be held to discuss the s being offered or development of the application.

Written comments, requests for a public hearing and/or written notice of intent by private for-profit transportation operators to provide or participate in the above services should be submitted no later than fifteen (15) days from the date of this pub-

lication to LAMAR PARIS, UNION COUNTY COMMIS-SIONER

65 COURTHOUSE STREET, BOX 1

BLAIRSVILLE, GA 30512 706-439-6000

N(M; **REQUEST FOR COMMENTS**

Mulberry Gap Mountain Bike Get-A-Way Pursuant to 36 CFR 215.5, District Ranger Jeff Gardner requests comments on a proposal to acquire a special use permit for outfitting and guiding services. Mulberry Gap Mountain Bike Get-A-Way requests authorization for an Outfitter Guide Service for the purpose of providing shuttle service and guided mountain bike tours. Information regarding this project is available on the Chattahoochee-Oconee web site and can be viewed at http://www.fs.usda.gov/

gourcommens must be postmarked or re-ceived within 30 days beginning the day following publication of this notice. Publi-cation of this notice is the exclusive means for calculating timeframe. Send comments tor calculating unterraine. Send comments to: USDA Forest Service, 3941 Highway 76, Chatsworth, GA 30705, (706) 695-6736 ext. 104, fax (706) 695-1872. Additional infor-mation may be obtained at this address. Oral or hand-delivered comments must be received within normal business hours of 8/00am to 4/300m Comments may be of 8:00am to 4:30pm. Comments may be mailed electronically in a common digital format to jeromebennett@fs.fed.us. Only those who submit timely and substan-

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

3415 Vision Drive Columbus, Ohio 43219 1-866-550-5705

tract Documents. Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. The Successful Bidder whether a resident or nonresident shall be required to comply Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due

with all City, County and State licensing and/or permit laws. The Owner reserves the right to refuse to issue a proposal form to a prospective bid-der should such bidder be in default for any of the following reasons:

(a) Failure to comply with any prequalifica-tion regulations of the Owner, if such regu-lations are cited, or otherwise included, in the proposal as a requirement for bidding. (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.

c) Contractor default under previous concts with the Owner

(d) Unsatisfactory work on previous contracts with the Owner.

Bids shall be on the forms included in the Bidding Documents and submitted in an opaque sealed envelope clearly identified on the outside as follows: BID_FOR_CONSTRUCTION_OF_IMPROVE-MENTS TO BLAIRSVILLE MUNICIPAL AIR-

PROJECT AP090-XXXX-XX (291), Union County

SUBMITTED BY: (Name of Bidder with Bidder's Current Georgia General Contractor's

License Number). The Bid shall be addressed to: Honorable Jim Conley, Mayor

62 Blue Ridge Street Blairsville, Georgia 30512 Bids submitted by mail shall be registered. The Owner reserves the right to reject any and all Bids, to waive any informalities or irregularities in the Bids received, and to accept the Bid which is deemed most favorable to the Owner at the time and under the conditions stipulated. CITY OF BLAIRSVILLE

By: Honorable Jim Conley, Mayor N(Mar6,13)B

NOTICE

GEORGIA, UNION COUNTY PROBATE COURT Tracie (Tract) A. Ivey has petitioned to be appointed Administrator(s) of the estate of William Sanders Ivey, deceased, of said 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 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 25, 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 with-

out a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512 706-439-6066 N(Feb27,Mar6,13,20)B

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

IN RE: Estate of Mary Autry Warlick, Deceased

All debtors and creditors of the Estate of Mary Autry Warlick, 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 Personattive(c)

Representative(s). This 1st day of March, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Mar6,13,20,27)B

NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY Probate Court of Union County RE: Petition of E. Evonne Dayhoff for Dis-charge as Executor of the Estate of Ella Lova Dyer, Deceased. To Whom it may concern: This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before March 18, 2012. BE NOTIFIED FURTHER: All objections to the petition must be in writing setting forth 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, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512 706-439-6006

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of June Weaver, Deceased

ants. UNITED COMMUNITY BANK, as attorney in Fact for ELLA LAPP L. Lou Allen Stites & Harbison, PLLC E20 Wack Main Streat 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03461 tial comments have standing to appeal. For appeal eligibility, individuals or representatives from organizations submitting com-ments must sign the comments or verify identity upon request. **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 KEVIN GREEN and CRAIG J. STEPHENS to Bank of Universes of the of Deliverities deted

LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

March 18, 2004, recorded March 22, 2004, in Deed Book 516, Page 136, Union County, Georgia records, as last modified by Modi-fication of Deed to Secure Debt from KEVIN GREEN dated January 27, 2010 recorded in Deed Deek 2005 creat 2011 lies County ANY INFURMATION UBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Di-ane Strasbaugh to First National Bank of Nassau County, dated December 28, 2007, recorded in Deed Book 742, Page 74, Union County, Generale Becords as Last trans-Deed Book 825, page 241, Union County, Georgia records, as transferred to CADC/ RADC VENTURE 2011-1, LLC by Assign-ment from the Federal Deposit Insurance County, Georgia Records, as last trans-ferred to Wells Fargo Bank, N.A. by assign-ment recorded in Deed Book 746, Page 139, Corporation in its Capacity as Receiver for Bank of Hiawassee dated September 30, 2011 and recorded in Deed Book 888,

If no response is received within the fifteen (15) days, the Department of Transportation will proceed with the application. USDA Forest Service Chattahoochee-Oconee National Forests Conasauga Ranger District

and 1B as shown on the above referenced plat serving Tract 2. MR/rla 4/2/13 Our file no. 591313 - FT17 N(Mar6.13.20.27)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

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 John D Ryan and Barbara A Ryan to Countrywide Bank, FSB, dated April 18, 2008, recorded in Deed Book 764, Page 226, Union County, Georgia Records, as last transferred to Nationstar Mortgage, LLC by assignment recorded in Deed Book 920, Page 65, Union County, Georgia Records, conveying the af-ter-described property to secure a Note in the original principal amount of ONE HUNthe original principal amount of ONE HUN-DRED EIGHTY-NINE THOUSAND THREE HUN-DRED AND 0/100 DOLLARS (\$189,300.00), with interest thereon as set forth therein highest bidder for cash before the court-house door of Union County, Georgia within the legal hours of sale on the first Tuesday in April, 2013, the following described prop-erty: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt se-cured 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 inlaw, including attorney's fees (notice of in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and 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 cord superior to the Security Deed first set out above. Nationstar Mortgage, LLC is the holder of the Note and Security Deed to the holder of the Note and Security beed 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: Nation-Star Mortgage 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 John D Ryan and Barbara A Ryan or a tenant or tenants and said property is more commonly known as 2530 Forest Ridge Rd, Blairsville, Georgia 30512. The sale will be conducted subject (1) to The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status 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 John D Ryan and Barbara A Ryan McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/mtj 4/2/13 Our file no. 525713-FT15 EXHIBIT "A" All that certain or parcel of land lying and being in the 10th District, 1st Section, Land Lot 47 of Union County. Georgia containing 0.51 acres District, ist section, Land Lot 4/ or Union County, Georgia, containing 0.51 acres, more or less, and being Lot 3 and contain-ing 0.55 acres, more or less, and being Lot 4 of the Forest Ridge Subdivision, as shown on a plat of survey by Tim Cable Surveying, and recorded in Union County Records in Diet bedt of Depender widd the interior Plat Book 31, Page 215, said plat is incor-porated herein, by reference thereto, for a full and complete description of the above described property. MR/mtj 4/2/13 Our file no. 525713 - FT15

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Ing the same and an expenses of same, in-cluding attorney's fees, (notice having been given as provided by law). The property will be sold as the property of Keith P. Foster, Jr. subject to the following: (1) all prior restrictive covenants, ease-(1) all phot restrictive covenants, case-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, if any; (5) unpaid water and sewage bills, that constitute liens analist the property 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 N.A. holds the Note and referenced Security Deed and services the loan on behalf of Federal Home Loan Mortgage Cor-poration, the current owner of your Ioan. Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned

indebtedness is: U.S. Bank National Association 4801 Frederica Street

Wensboro, KY 42301 PH: 800-365-7772 Pursuant to O.C.G.A Section 44-14-162.2, rursuant to 0.c.d.A Section 44-14-102.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness. To the best of the undersigned's knowledge 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.

Foster, Jr., 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. 12-53030-2 N(Mar6.13.20.27)B

ment recorded in Deed Book 746, Page 139, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED TWENTY-FIVE THOUSAND AND 0/100 DOLLARS (\$225,000.00), 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 of Union County, Georgia within the legal hours of sale on the first Tuesday in April, 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 pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity 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 (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and indisclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Wells Fargo Bank, N.A. is the holder of the Note and Security Deed to the property in accordance with OCGA 6 Adproperty in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Diane Strasbaugh or a tenant or tenants and said property is more commonly known as 3980 Lindel Lane, Blairsville, Georgia 30512. The Lindel Lane, 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 loan with the holder of the security deed. Wells Fargo Bank, N.A. as Attorney in Fact for Diane Strasbaugh McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/stm 4/2/13 Our file no. 5155313-FT7 EXHIBIT "A" All that tract or parcel of land luing "A" All that tract or parcel of land lying and being in Land Lots 245, 9th District, 1st Section, Union County, Georgia, containing 2.08 acres and being shown as Lot Five (5) of the LTK Subdivision on a plat of survey by bilarisville Surveying Co., RS #2228, dated 4/11/00 and recorded in Plat Book 46 page 241 Union County records, which descrip-tion on said plat is hereby incorporated by reference and made a part hereof. The property is subject to the road easement as shown on said plat the nonperty is subject shown on said plat. The property is subject to the restrictions recorded in Deed Book 364 pages 565-567 Union County records. The property is subject to the easement granted to Blue Ridge Mountain EMC. MR/ stm 4/2/13 Our file no. 5155313 - FT7 N(Mar6.13.20.27)B

Page 728, Union County, Georgia records, said Security Deed being given to secure a Note from KEVIN GREEN dated December 2, 2008 in the original principal amount of Two Hundred Eleven Thousand Six Hundred Sixty Four and 00/100 (\$211,664.00) Dol-Sixty rour aith 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 April, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 12, 16th District, 1st Section, Union County, Georgia, containing 0100 enguand being being a Tunt 21.60 acres and being shown as Tract II on a plat of survey by Blairsville Survey-ing Co., RS #2228, dated 1/12/94, revised 5/2/95 and recorded in Plat Book 33, Page 56, Union County Records, which descrip-tion on said plat is hereby incorporated by reference and made a part hereof.

The property is subject to the road ease-ment and powerline easement as shown on said plat. LESS AND EXCEPT:

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lots 12 & 13, 16th District, 1st Section of Union County, Georgia, being shown as Lots 1, 2, 6, 7, 9, 10, 11, 12 and 17 of Owltown Vista Subdivision on a plat of of Owltown Vista Subdivision on a plat of survey by WW Land Surveying Co., Jeffrey B. Weatherly, RS #2814, dated 8/17/05 and recorded in Plat Book 56, Page 196, Union County records, which description on said plat is hereby incorporated by reference and made a part hereof. The debt secured by said Security Deed has been and is hereby declared due be-cause of among other possible events of

cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect

attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property any assessments spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is KEVIN GREEN or a tenant or tenanthe

CADC/RADC VENTURE 2011-1, LLC, as attorney in Fact for KEVIN GREEN and CRAIG J. STEPHENS

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. CA399-00CA4 N(Mar6.13.20.27)B

All debtors and creditors of the Estate of June Weaver, 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 1st day of March, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Mar6,13,20,27)B