North Georgia News

Legal Notices for April 10, 2013 STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER COUNTY OF UNION
NOTICE OF SALE UNDER POWER

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER **NOTICE OF SALE UNDER POWER** Because of a default in the payment of the indebtedness secured by a Security Deed executed by Alicia J. Henson and Greg Franklin to Mortgage Electronic Registra-tion Systems, Inc. as nominee for Home America Mortgage, Inc., and its successors and assigns. dated August 23, 2005, and re-corded in Deed Book 600, Page 671, Union County Records, said Security Deed having been last sold, assigned, transferred and conveyed to U.S. Bank National Associa-tion, as Trustee for TBW Mortgage-Backed Trust Series 2006-2, TBW Mortgage-Backed Pass-Through Certificates, Series 2006-2 by Assignment, securing a Note in the original principal amount of \$283,000.00, the holder thereof pursuant to said Deed and 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, May 7, 2013, during the legal hours of sale, before the Courthouse door hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit: All that tract or parcel of land lying and being in the 7th District and 1st Section of Union County, Georgia, and being a part of Land Lot No 21 and being more particularly described as Tract 4 as set forth on a plat of survey prepared by Rochester and Associates. Inc. dated August 10. 1998, revised ciates, Inc. dated August 10, 1998, revised April 11, 2000. Said plat is recorded in Plat Book 49, Page 3, in the Office of the Clerk of the Superior Court 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 lot.
The above described property is conveyed subject to all easements and rights of way; set backs and restrictions as set forth on said recorded plat or as otherwise appear-

ina of record. There is also conveyed the right of ingress and egress over and across all roads as shown on said recorded plat or as shown on any development plat. Subject to roadway easements as shown on said recorded p1at.
The above described property is the same properly that was conveyed from G. L. Franklin to Greg Franklin and Alicia Henson by Warranty Deed with Rights of Survivorship dated the 9th day of March, 2001, said deed being recorded in Deed Rook 366. deed being rrecorded in Deed Book 366, Page 627, in the Office of the Clerk of the Superior Court for Union County, Georgia. Superior Court for Children and Agency as Said property is known as 1760 Jones Creek Road, Blairsville, GA 30512, together with all fixtures and personal property attached to and constituting a part of said property, if any.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-

sessments, liens, encumbrances, zoning

ordinances, restrictions, covenants, and matters of record superior to the Security

The proceeds of said sale will be applied to the payment of said indebtedness and all

expenses of said sale as provided in said

Deed first set out above.

Deed, and the balance, if any, will be distributed as provided by law.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.
The property is or may be in the possession of Alicia J. Henson, A/K/A Alicia Franklin, successor in interest or tenant(s).
U.S. Bank National Association, as Trustee for TBW Mortgage-Backed Trust Series 2006-2, TBW Mortgage-Backed Pass-Through Certificates, Series 2006-2 as Attorney-in-Fact for Alicia J. Henson and Greg Franklin File no. 12-033853 SHAPIRO, SWERTFEGER & HASTY, LLP* Attorneys and Counselors at Lav 2872 Woodcock Blvd., Suite 100 Atlanta. GA 30341-3941 (770) 220-2535/AB www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. GEORGIA, UNION COUNTY. NOTICE OF SALE UNDER POWER

pal amount of \$255, 655.16, dated March 6, 2009, se-Family Trust to Peach State Bank & Trust dated January 3, 2006, recorded in Deed Book 629, page 476-483, Union County Georgia Deed Records, and the modifications thereof (the "Deed"), the undersigned has declared the full unpaid amount of the indebtedness secured by said Deed due and payable, and acting under the power of sale contained in said Deed, for the purpose of paying said indebtedness, will on the first Tuesday in May, 2013, during the legal hours of sale at the courthouse in Union County, Georgia, sell at public outcry to the highest bidder for cash, the following described property:

All that certain tract or narcel of land con-

sisting of 13.01 acres of land (sometimes described as Tract One of 12.391 acres and

Because of the default in the payment of a note executed by DONALD KEITH BAILEY, as

Trustee of the Bailey Family Trust to PEACH STATE BANK & TRUST in the original princi-

Tract Two of 0.729 acres) lying and being in the 16th District, 1st Section, part of Land Lot 43 Union County, Georgia, being shown as Tract Three (3) on a plat of survey dated June 19, 1974, recorded in Plat Book D, page 97, of the Union County, Georgia Plat Records, and being a portion of the property more particularly described in a deed dated October 23, 1986, recorded in Deed book 147, page 407, Union County Georgia Deed Records. Reference to said plat and the record thereof is hereby made for a more complete description of said property Also all that certain tract or parcel of land consisting of 10.75 acres of land lying and being in the 16th District, 1st Section, part of Land Lot 43 of Union County, Georgia, be-ing the same property described in a deed dated October 23, 1986, recorded in Deed Book 147, page 410, Union County Geor-gia Deed Records. Reference to said deed and the record thereof is hereby made for more complete description of said prop-Less and except the property described in the following deed books and pages, all be-ing recorded in the Clerk's Office of Union County, Georgia: Deed Book 81, page 283; Deed Book 81, page 337; Deed Book 82, page 58; Deed Book 98, page 259. Subject to all easements, covenants and

restrictions of record, if any.
This sale will be held subject to any out-

standing ad valorem taxes (including taxes which are a lien but not yet due and pay able), any matters which might be disclose

by an accurate survey and inspection of the property, any assessments, liens, encum-brances, zoning ordinances, restrictions,

covenants, and matters of record superior

to the Security Deed first set out above. The indebtedness remaining in default, the

sale will be made for the purpose of apply-ing proceeds thereof to the payment of the indebtedness secured by the deed to secure debt, accrued interest and expenses of the sale and other sums secured by the deed to secure debt, and the remainder if any shall be applied as permitted by law. The entity that has full authority to nego-tiate, amend, and modify all terms of the mortgage with the debtor is Peach State Bank & Trust. Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument. To the best of the undersigned's knowledge and belief the property is in the possession of Donald Keith Bailey, as Trustee of the Bailey Family Trust, and said property will be sold as the property of Donald Keith Bailey, as Trustee of the Bailey Family Trust. 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

The undersigned will execute a deed to the purchaser as authorized in the aforemen-tioned deed to secure debt. This law firm is acting as a debt collector

attempting to collect a debt and all infor-

mation obtained shall be used for that

PEACH STATE BANK & TRUST

As attorney in fact for Donald Keith Bailey, as Trustee of the Bailey Family Trust J. Randall Frost Stewart, Melvin & Frost, LLP P. O. Box 3280 Gainesville, GA 30503 N(Apr10,17,24,May1)B STATE OF GEORGIA 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 Jill C. Jurison and William J. Jurison to United Community Mortgage Services, Inc. in the original principal amount

of \$291,000.00 dated 05/26/2005, and re-corded in Deed Book 584, page 131, Union

County records, said Security Deed being last transferred and assigned to U.S. Bank National Association in Deed Book 932,

page 1, 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 May, 2013 by U.S. Bank National Association aka U.S.

Bank N.A., as Attorney-in-Fact for Jill C. Ju-

rison and William J. Jurison the following described property: All that tract or parcel of land lying and being in Land Lot 317, 17th District, 1st Section, Union County, Georgia containing 2.862 acres as shown on a plat of survey by Rochester and Associates, Inc. dated May 18, 1999, recorded in Plat Book 43, Page 184. Union County records, which description on said plat incorporated herein by reference and made a part hereof. Also, an easement of ingress and egress over the existing private road and also an easement for the installation of water tank on grantor's remaining property at the point indicated an iron pin reservoir site on said plat with the right to install and maintain water lines from said site to the above property, as conveyed in the warranty deed from Tommie W. Alexander to Bruno J. Concato and Nancie H. Concato dated 10/21/77 and recorded in Deed Book 100, Page 378, Union County records.

Subject to the reservation of grantor in the

above referred to warranty deed of the right to clear 6 foot wide strip along the south

edge of the private road referred to herein.
Said grantor also reserves the easement for bridle path along with the existing bridle path which is located in the eastern

portion of the above property. Subject to the following restrictions:

1. There will be no mobile homes erected on said property.

2. No more than three (3) dwelling houses shall be erected on said tract, provided however, Concato shall have the right to erect one (1) detached guest house on said tract, same being in addition to the three (3) dwelling houses referred to in this item. 3. There shall be no commercial camping on said tract. 4. There shall be no structures erected on said tract to exceed two (2) floors above grade, i.e. basement area shall not be counted on a floor. 5. There shall be no concrete block structure erected on said tract except the basement area may be block, provided said block are painted, plaster or covered with some material. Property known as: 5146 Trackrock Camp Rd, Blairsville, GA 30512

The indebtedness secured by said Deed to

Secure Debt having been declared due and payable because of default in the payment

of the indebtedness secured thereby, this

sale will be made for the purposes of pay-ing the same and all expenses of sale, in-

cluding attorney's fees, (notice having been

given as provided by law).
The property will be sold as the property of
Jill C. Jurison and William J. Jurison subject to the following:
(1) all prior restrictive covenants, easements, rights-of-way or encumbrances: (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above U.S. Bank National Association aka U.S. Bank 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 loan. Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is: U.S. Bank National Association 4801 Frederica Street Owensboro, KY 42301 PH: 800-365-7772 Pursuant to O.C.G.A Section 44-14-162.2,

To the best of the undersigned's knowledge and belief, the party in possession is Jill C. Jurison and William J. Jurison. U.S. Bank National Association aka U.S. Bank N.A., as Attorney-in-fact for Jill C. Ju-rison and William J. Jurison. This law firm is acting as a debt collector attempting to collect a debt, any information 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. 12-53053-1 N(Apr10,17,24,May1)B GEORGIA. UNION COUNTY GEORGIA, UNION COUNTY
By virtue of a Power of Sale contained in
a Security Deed (hereinafter, "Security
Deed") held by Bill B. Woody from United
Community Banks, Inc. dba United Community Mortgage Service dated July 31,
2009, recorded August 10, 2009 in Deed
Book 809, Page 630, Union County, Georgia
Records, as last transferred to Generation
Mortgage Company by that certain As-

nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness.

secure a Note of even date in the original principal amount of Six Hundred Nineteen Thousand Five Hundred and 00/100 Dollars (\$619,500.00), with interest thereon as provided for therein. Said Security Deed will be sold at public outcry to the highest as provided to the left. 3an Security Deed 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 May, 2013, all property described in said Security Deed including, but not limited to, the following described property:
ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOTS 414 AND 451, 11TH DISTRICT, 1ST SECTION OF UNION COUNTY, GEORGIA, BEING DESCRIBED BY A PLAT PREPARED BY KELLY SURVEYING, MICHAEL S. KELLEY, GEORGIA REGISTERED LAND SURVERYOR NO. 2313, DATED JULY 24, 2009, AS PER SAID PLAT THE PROPERTY CONTAINS 8.50 ACRES, MORE OR LESS. THIS BEING SAME PROPERTY AS SHOWN IN EXHIBIT "B" TO THE SECURITY DEED FROM BILL B. WOODY TO UNITED COMMUNITY BANK DBA UNITED COMMUNITY MORTGAGE

Mortgage Company by that certain As-signment recorded July 15, 2010 in Deed Book 838, Page 643, aforesaid records, said Security Deed having been given to

AUGUST 11, 2009 IN DEED BOOK 809, PAGE 630, UNION COUNTY, GEORGIA RECORDS. Said property is more commonly known as 3392 State Highway 60, 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 Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness ness as and when due. The indepteness 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 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 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; spe-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-

BANK DBA UNITED COMMUNITY MORTGAGE Services Dated July 31, 2009, recorded August 10, 2009 in Deed Book 809, page

the undersigned, the party(ies) in posses-sion of the Bill B. Woody, or tenant(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. of the loan with the holder of the Security Agreement.
Notice has been given of intention to col-lect 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 Bill B. Woody, 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 and the undersigned will execute a deed to the purchaser as provided in the aforementhe purchaser as provided in the alorement-tioned Security Agreement.
Generation Mortgage Company, as Attor-ney-in-Fact for, Bill B. Woody.
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 Com-

30305 Telephone Number: 866-733-6092 Attorney Contact: Dickenson Gilroy LLC, 3780 Mansell Road, Suite 140, Alpharetta, Georgia 30022 Telephone Number: (678) 317-0409 317-0409
DG File No. LIT-2011-00966
THE ABOVE LAW FIRM IS ACTING AS A DEBT
COLLECTOR. ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.
90-07599947 3.26.13 Generation/ Woody, Bill N(Apr10,17,24,May1)B

pany, Loss Mit Department Lender Address: 3 Piedmont Center, 3565 Piedmont Road NE, Suite 300, Atlanta, GA

COUNTY OF UNION virtue of the Power of Sale contained in the Security Deed from CAROLE A. MORROW and LES MORROW (collectively, "Debtor")
to FIRST-CITIZENS BANK & TRUST COM-TO FIRST-CHIZENS BANK & IRUST COM-PANY ("Lender"), dated February 24, 2005, recorded in Deed Book 568, Page 26, in the deed records of Union County, Georgia (the "Security Deed"), said Security Deed being aiven to secure:

(a) the obligations of Carole A. Morrow to Lender as set forth in a Promissory Note from Carole A. Morrow to Lender, dated February 24, 2005, which evidences an indebtedness in the amount of \$52,500.00 (the "Note"); and (b) such other indebtedness of Debtor as is defined in the Security Deed; 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 May 2013, the following described property:
ALL THAT TRACT OR PARCEL OF LAND Iving and being in Land Lots 293 and 320, 9th District, 1st Section, Union County, Georgia,

and being Lot Thirty-One (31), containing 1.337 acres of The Summit Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated 2/8/05, recorded in Plat Book 55, Page 179, Union County records, which description is incorporated berein by reference and made a nart rated herein by reference and made a part The property is subject to the road easement as shown on said plat. The property is subject to the Declaration of Restrictions as recorded in Deed Book 408, Page 579, Union County records, amended in Deed Book 492, pages 127-128, Union The property is subject to the easement to Blue Ridge Mountain EMC, as recorded in Deed Book 408, Page 578, Union County

TOGETHER WITH a non-exclusive easement for ingress and egress along the subdivi-Said property is more commonly known as Lot 31, The Summit Subdivision, Blairsville, Georgia, according to the present system of numbering addresses in Gwinnett County, teergia.
The indebtedness secured by the Note has been and is hereby declared due because of the failure to comply with the terms and conditions contained in the Note and Security Deed. The indebtedness remaining in default, the sale will be made for the

purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, in-cluding attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of the undersigned's knowledge and belief, the current owner of the properthe bottor, and the party in possession of the property is Debtor or tenants of Debtor. Said property will be sold as the property of Debtor subject to all unpaid property taxes, assessments, restrictions, restrictive covenants, rights of way, and easements of record if any record, if any. 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 FIRST CITIZENS-BANK & TRUST COMPANY. As Attorney-in-Fact for CAROLE A. MORROW and LES MORROW David B. McAlister, Esq.
Arnall Golden Gregory LLP
171 17th Street, N.W., Suite 2100

NOTICE OF SALE UNDER POWER GEORGIA. UNION COUNTY By virtue of a Power of Sale contained in that certain Security Deed from Kathleen A. Wells and Francis G. Wells to Branch Banking and Trust Company, dated July 2, 2007, recorded July 20, 2007, in Deed Book 718, Page 526, Union County, Georgia Records, and as modified, said Security Deed having been given to secure a Note of even date in the principal amount of SIXTY-NINE THOUthe principal amount of SIX1Y-NINE IHOU-SAND TWO HUNDRED DOLLARS AND NO CENTS (\$69,200.00), with interest thereon as provided for 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 May 2013 by the secured creditor, Branch Banking and

Trust Company, as Attorney in Fact for Kathleen A. Wells and Francis G. Wells, all

property described in said Security Deed

Atlanta, Georgia 30363

including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 10TH DISTRICT, 1ST SECTION, LAND LOT 77 OF UNION COUNTY, GEORGIA, AND BEING LOT 4 OF ENCHANTED FOREST SUBDIVI-SION, CONTAINING 2,208 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., DATED MAY 21, 1999, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 42, PAGE 236, SAID PLAT IS INCORPORATED HEREIN, BY REFER ENCE HERETO. FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. 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 nonnayment 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 provid ed 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; spe 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 of the knowledge and belief of the undersigned, the party in pos-session of the property is Kathleen A. Wells and Francis G. Wells or tenant(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. The name of the person or entity who has the full authority to negotiate, amend,

and modify all terms of the mortgage is: Regions Bank d/b/a Regions Mortgage, 215 Forrest Street, Hattiesburg, MS 39401 TEL (800) 748-9498. THIS LAW FIRM IS AT-

TEMPTING TO COLLECT A DEBT. ANY INFOR-

MATION OBTAINED WILL BE USED FOR THAT

ford Dunwoody Road, 2nd Floor, Atlanta, GA 30338 TEL (678) 587-9500.

Pursuant to the Power of Sale contained

in a Security Deed given by Rebecca Ann Brown and Robert Edwin Brown to Mort-

gage Electronic Registration Systems, Inc., as nominee for Mortgage Investors Group

dated 11/18/2009 and recorded in Deed

NOTICE OF SALE UNDER POWER,

UNION COUNTY

PURPOSE, The Geheren Firm, P.C., 4828 Ash-

Book 819 Page 165, UNION County, Georgia records; as last transferred to BANK OF AMERICA, N.A., SBM TO BAC HOME LOANS SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, conveying the afterdescribed property to secure a Note in the original principal amount of \$ 238,603.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on May 07, 2013 (being the first Tues-day of said month unless said date falls on a Federal Holiday), the following described

All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 47 of Union County, Georgia, and being Lot Sixteen (16) of Crawford Place

Subdivision, containing 0.775 acre, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated 6/23/87

and recorded in the Union County records in Plat Book S page 253, and said plat is incorporated herein, by reference hereto,

for a full and complete description of the

above property. Subject to the restrictions recorded in the

Union County records in Deed Book 154 page16. Subject to an easement to Blue Ridge Mountain EMC recorded in the Union

County records in Deed Book 152 pages

551-553. Subject to a right of way easement to Union County, Georgia, recorded in the Union County records in Deed Book 213 page 745. Subject to matters appearing on plat as recorded in the Union County records in Plat Book S page 253. Grantor also grants to grantee a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Se-curity Deed and by law, including attorney's

fees (notice of intent to collect attorney's

fees having been given).
Said property is commonly known as 2492

Crawford Road, Blairsville, GA 30512 to-

gether with all fixtures and personal prop

erty attached to and constituting a part of

said property, if any. To the best knowledge

and belief of the undersigned, the party (or

parties) in possession of the subject prop-

erty is (are): Robert Edwin Brown and Re-

Bank of America is the entity or individual

becca A. Brown or tenant or tenants.

designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established guidelines. Bank of America Home Loan Assistance Dept. 7105 Corporate Drive Plano, TX 75024 (800) 846-2222 Note. however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sewage 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 ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security

Deed. Pursuant to O.C.G.A. Section 9-13-

172.1, which allows for certain procedures

regarding the rescission of judicial and

non-judicial sales in the State of Georgia,

sure documents may not be provided until final confirmation and audit of the status of

the loan as provided immediately above. Bank of America, N.A., SBM to BAC Home Loans Servicing LP FKA Countrywide

the Deed Under Power and other foreclo-

HOME LOANS SERVICING, LP as agent and Attorney in Fact for Rebecca Ann Brown and Robert Edwin Brown Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1016-655541A 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 Hiawassee d/b/a Bank of Blairsville, dated March 18, 2004, recorded March 22, 2004, in Deed Book 516, Page 136, Union County, in Deed Book 516, Page 136, Union County, Georgia records, as last modified by Modification of Deed to Secure Debt from KEVIN GREEN dated January 27, 2010 recorded in Deed Book 825, page 241, Union County, Georgia records, as transferred to CADC/RADC VENTURE 2011-1, LLC by Assignment from the Federal Deposit Insurance Corporation in its Capacity as Receiver for Bank of Hiawassee dated September 30, 2011 and recorded in Deed Book 888.

30, 2011 and recorded in Deed Book 888, 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-

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 May, 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 21.60 acres and being shown as Tract II on a plat acres and being shown as Tract II on a plat of survey by Blairsville Surveying Co., RS #2228, dated 1/12/94, revised 5/2/95 and recorded in Plat Book 33, Page 56, Union County Records, which description on said plat is hereby incorporated by reference and made a part hereof.
The property is subject to the road easement and powerline easement as shown 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 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. LESS AND EXCEPT: 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

tees naving been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is KEVIN GREEN or a tenant or CADC/RADC VENTURE 2011-1, LLC, as attorney in Fact for KEVIN GREEN and CRAIG J. STEPHENS L. Lou Allen Stites & Harbison, PLLC Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. CA399-00CA4

for the purpose of paying the same and all

expenses of this sale, as provided in the Se-curity Deed and by law, including attorney's fees (notice of intent to collect attorney's

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Se-cure Debt from Vaughn Morris and Cathy cure Debt from Vaughn Morris and Cathy Morris to Bank of Hiawassee dba Bank of Blairsville, dated December 22, 2004, and recorded in Deed Book 557, Page 702, in the offices of the Clerk of the Superior Court of Union County, Georgia; as last modified by that certain Modification of Deed to Secure Debt dated May 12, 2010 and recorded in Deed Book 835, Page 125, aforesaid records; as assigned to Citizens South Bank by that certain Memorandum of Purchase and Assumption Agreement and Master Assignment recorded in Deed Book 853, Page 642, aforesaid records (as same may have

NOTICE OF SALE UNDER POWER

N(Apr10,17,24,May1)B

IN SECURITY DEED

STATE OF GEORGIA

signment recorded in Deed Book 853, Page 642, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County, Georgia, during the legal hours of sale, on the first Tuesday in May, 2013, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT, 1ST SECTION OF UNION COUNTY, GEORGIA, AND BEING A PART OF LAND LOT 275, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING A PART OF LAND LOT 275, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN LOCATED ON THE SOUTHERN RIGHT OF WAY MARGIN OF UNITED STATES HIGHWAY NO. 19, SAID IRON PIN BEING LOCATED S 10 00 E 82.0 FEET AND S 72 15 E 131.0 FEET FROM THE POINT OF INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 18 AND THE EASTERN RIGHT OF WAY MARGIN OF U.S. HIGHWAY NO. 19; THENCE S 72 15 E, ALONG AND WITH THE SOUTHERN RIGHT OF WAY MARGIN OF U.S. HIGHWAY N. 19, 208.0 FEET TO AN IRON PIN; THENCE IN A SOUTHWESTERLY DIRECTION 108 FEET, MORE OR LESS, TO AN IRON PIN; THENCE N 83 00 W 218.0 FEET TO AN IRON PIN; THENCE N 80 W 218.0 FEET TO AN IRON PIN; THENCE N 20 45 E 148.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.63 ACRE OF LAND, MORE OR LESS.

THE POINT OF BEGINNING, CONTAINING 0.63 ACRE OF LAND, MORE OR LESS.
A SURVEY AND PLAT DATED AUGUST, 1983, OF THE ABOVE PROPERTY WAS MADE BY BRUCE HUNT, AND IS HEREBY MADE A PART OF THIS DEED BY REFERENCE THERETO FOR A MORE COMPLETE DESCRIPTION OF THE ABOVE PROPERTY. THE PROPERTY IS SUBJECT TO A BOUNDARY LINE AGREEMENT AS RECORDED IN DEED BOOK 229, PAGE 9, UNION COUNTY RECORDS. UNION COUNTY RECORDS. ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOT 241 OF UNION COUNTY, GA. AND BEING LOT 25 OF PINEY POINT SUBDIVISION, CONTAINING 0.296 ACRES MORE OR LESS, AS SHOWN ON PLAT AND SURVEY BY ROY A. TERRELL, RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK X PAGE 252. SAID PLAT IS INCORPORATED HEREIN FOR A FULL AND COMPLETE DESCRIPTION. KNOWN AS: 207 MURPHY HWY & LOT 25 PINEY POINT SUBDIVISION, BLAIRSVILLE, GA 30512 ALL THAT TRACT OR PARCEL OF LAND LYING GA 30512
The debt secured by the Security Deed is evidenced by a Renewal Note dated May 12, 2010 from Vaughn Morris and Cathy Morris in favor of Bank of Blairsville in the original principal amount of \$44,948.22 (as same

principal amount of \$44,948.22 (as same may have been further modified, renewed or amended, collectively "Note 1"); and a Renewal Note dated July 7, 2006 from Vaughn G. Morris and Cathy A. Morris in favor of Bank of Hiawassee, dba Bank of Blairsville in the original principal amount of \$251,987.18 (as same may have been further modified, renewed or amended, collectively "Note 2") ("Note 1" and "Note 2" collectively referred to as the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according

The above-described real property will be sold to the highest and best bidder for cash as the property of Vaughn Morris and Cathy Morris, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments easements, restrictions or matters of re-To the best of the undersigned's knowledge and belief, the real property is presently owned by Vaughn Morris and Cathy Morris To the best of the undersigned's knowledge and belief, the party in possession of man belief, the party in possession of the real property is Vaughn Morris and Cathy Morris, and tenants holding under them. Park Sterling Bank, successor by merger

to Citizens South Bank, as successor in interest to Bank of Hiawassee d/b/a Bank of Blairsville, as Attorney-in-Fact for Vaughn

Howick, Westfall, McBryan & Kaplan, LLP Suite 600. One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

Morris and Cathy Morris. M. Todd Westfall, Esquire

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 WILLIAM F. MOORE, III and LINDA S. MOORE
to UNITED COMMUNITY BANK, dated September 18, 2007 recorded Sentember 18. tember 14, 2007, recorded September 18, 2007, in Deed Book 727, Page 384, Union County, Georgia records, as last modified by Modification of Security Deed dated June 15, 2011, recorded in Deed Book 870, Page 701, Union County, Georgia records, said Security Deed being given to secure a Note from WILLIAM F. MOORE, III and LINDA S. MOORE dated June 15, 2011, in the original principal amount of Seventy Seven Thousand Four Hundred Fifty Seven and 00/100 (\$77,457.00) Dollars; said Servity Deed also being given to secure. curity Deed also being given to secure a Note dated June 15, 2010, in the original principal amount of Seven Thousand Two Hundred Eighty One and 00/100 (\$7,281,00) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of

County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following described property:
All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 293 of Union County, Georgia, and being Lot 39 and Lot 40 of Eagle's Nest Subdivision, as shown on a plat of survey by Farley-Collins & Associates, dated February 7, 1972, and recorded in Union County Records in Plat Book C. Page 57. Said plat Records in Plat Book C, Page 57. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

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

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

attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is 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-03469 N(Apr10,17,24,May1)B STATE OF GEORGIA NOTICE OF SALE UNDER POWER Under and by virtue of the Power of Sale contained in a Security Deed given by Lois Ann Wright to Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B. , dated August 26, 2005 , recorded on September 7, 2005 in Deed Book 601, Page 570, said Security Deed having been last sold, assigned, transferred and conveyed to OneWest Bank, FSB by Assignment convey-

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

\$201,000.00, with interest thereon as set

forth therein, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebt-

declared the entire amount of said micebredness due and payable and, pursuant to the power of sale contained in said Deed, will on May 7, 2013 during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest

bidder for cash, the property described in said Deed, to-wit:
All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lot 14 of Union County, Georgia, containing 1.095 acres, more or less, and being Lot 1 of Larry Butler Subdivision, as shown on a lat of survey by Rochester & Associates, ic., dated August 31, 1998 and recorded in Union County Records in Plat Book 41, Page 222, said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. he improvements thereon being common-known as 9791 Butler Drive, Blairsville, Georgia 30512. Being the same lot or parcel of ground which by Deed dated September 15, 1998 and recorded among the Land Records of Union County in Book 299 Page 316, was granted and conveyed by Larry Butler, unto Larry P. Wright, who having since depart-ed this life on or about October 16, 2002 thereby vesting absolute fee Simple Title unto Lois Ann Wright, and Lois Ann Wright, as joint tenants with survivorship and not as tenants in common, for and during joint

lives, and upon the death of either of them.

then to the survivor of them.
Said property is known as 29 Butler Dr,

Blairsville, Georgia., together with all fix-tures and personal property attached to and constituting a party of said property,

Notice has been also given, in writing and by certified mail, return receipt requested,

to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to

negotiate, amend, and modify all terms of the Security Deed and the note thereby se-cured in accordance with O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property of Lois Ann Wright, the property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Lois Ann Wright or a tenant or tenants. Said property will be sold sub-ject to any outstanding ad valorem taxes (including taxes which are a lien, but not vet due and pavable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and

matters of record superior to the Security

Deed first set out above. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with

Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-

judicial sales in the State of Georgia, the Deed Under Power and other foreclosure

the holder of the security deed.

documents may not be provided until final confirmation of the audit of the status of the loan as provided immediately above. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as provided by law. Pursuant to O.C.G.A. 44-14-162.2, the name address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows:Financial Freedom Senior Funding Corporation 7700 W. Parmer Lane, Bldg. D Austin, TX 78729 Phone Number: (800) 441-4428. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage as Attorney in Fact for Lois Ann Wright McCurdy & Candler, L.L.C.

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER BY VIRTUE of the Power of Sale contained in to JOHN YEEND, TRUSTEE OF THE THIRD RESTATEMENT OF THE NANCY N. MATHERS REVOCABLE TRUST, dated February 13, 2004, dated June 13, 2008, and recorded June 17, 2008, in Deed Book 765, Page 93, Union County, Georgia, records, conveying the after-described property to secure a note in the original principal amount of \$42,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the courthouse door

of Union County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013 (May 7, 2013), the following described

property: All that tract or parcel of land lying and being in the 9th District, 1st Sec-tion, Land Lot 217 of Union County, Georgia,

and being Lot 8 of Deer Run Subdivision, containing 1.000 Acres, more or less, as shown on a plat of survey by Rochester &

Associates, Inc., dated November 20, 1989,

(404) 373-1612

N(Apr10,17,24,May1)B

www.mccurdycandler.com The North Georgia News

BE USED FOR THAT PURPOSE.

Publication Dates: 04-09-2013, 04-16-2013,

THIS LAW FIRM IS ACTING AS A DEBT COL-

LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL

04-23-2013, 04-30-2013 File No. 13-01153 /RMFNMA/wmorgar

and recorded in Union County, Georgia re-cords in Plat Book U, Page 277. Said plat is incorporated herein, by reference hereto. for a full and complete description of the above described property. The debt secured by said Security Deed has Ine 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 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 ex-penses 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 7282 Deer Run Road, Blairsville, Georgia 30512, together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party in possession of the subject property is DAVID E. JOHNSON AND LAURA WARD JOHNSON, or a tenant or Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable, (b) any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S.

Bankruptcy code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed.

John Yeend, Trustee of the Third Restate-

ment of the Nancy N. Mathers Revocable Trust, Dated February 13, 2004, as Attor-ney-in-Fact for David E. Johnson and Laura

Ward Johnson. Woodside & Boemanns, P.C.

Blairsville, Georgia 30512 PHONE: (706) 745-2142

N(April 10, 17, 24, Mav1)B

STATE OF GEORGIA COUNTY OF UNION

45 Merchants Walk, Suite #5.

NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from HUBERT contained in a Security Jeed from Huberi
J. Beaver to United Community Bank
d/b/a Union County Bank N/K/A United
Community Bank, dated July 17, 1997,
recorded July 25, 1997, in Deed Book 271,
Page 377, Union County, Georgia records, as modified, said Security Deed being given to secure certain indebtedness from HUBERT J. BEAVER; there will be sold by the undersigned at public outcry to the highest bilder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in May, hours of sale on the first Tuesday in May, 2013, the following described property: All that tract or parcel of land lying and being in Land Lots 129, 130, 159, 160, 166 of the 8th District, 1st Section of Union County, Georgia, containing 139.33 acres, more or less, according to Plat of Survey prepared by Patton-Patton & Associates, Gainesville, GA, dated May 2, 1974, said plat being recorded in the Office of the Clerk of Superior Court of Union County Georgia in Plat corded in the Onice of the clerk of superior Court of Union County, Georgia in Plat Book D, Page 34, said plat and description thereof is incorporated hereby reference for a detailed description.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 159, 160 and, 166 of the 8th District, 1st Section of Union County,

Georgia, and being shown as Lots 1, 2, 3, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, of Beaver Ridge Subdivision, on a plat

of survey by Blairsville Surveying Co., RS #2228, dated 9/8/05, last revised 1/20/06, and recorded in Plat Book 56, Pages 356-

357, Union County records, which descrip-tion on said plat is hereby incorporated by reference and made a part hereof. LESS AND EXCEPT:

LESS AND EAGEPT:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE
8TH DISTRICT AND 1ST SECTION OF UNION
COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT 3 CON-

TAINING 10.273 ACRES, MORE OR LESS, TRACT 4 CONTAINING 2.344 ACRES, MORE OR LESS, AND THAT CERTAIN 35' WIDE EASEMENT FROM THE INTERSECTION OF

EASEMENT FROW THE INTERSECTION OF BOY SCOUT ROAD AND TRACT 4, CONTINUING ALONG THE EASTERN BOUNDARY LINE OF TRACT 4, EXTENDING TO TRACT 3, ALL AS SHOWN AND ACCORDING TO THE PLAT OF SURVEY FOR UCBI PREPARED BY CLEVELAND & COX LAND SURVEYING, LLC, BATEN OVERMED. BLAIRSVILLE GEORGIA, DATED NOVEMBER
14, 2011, SAID PLAT BEING RECORDED IN
THE OFFICE OF THE CLERK OF SUPERIOR
COURT OF UNION COUNTY, GEORGIA IN PLAT
BOOK 64, PAGE 206, WHICH PLAT BY REFERENCE THERETO SHALL BE FULLY INCORPO-RATED HEREIN AND MADE A PART HEREOF.
This conveyance is subject to all zoning ordinances, easements, covenants, conditions, restrictions, reservations or rights of LESS AND EXCEPT: all that tract or parcel of land lying and being in Land Lot 159 of the 8th District and ing in Land Lot 159 of the 8th District and 1st Section of Union County, Georgia, and being more particularly described as Tract 4 containing 2.344 acres, more or less, according to the Plat of Survey for UCBI prepared by Cleveland & Cox Land Surveying, LLC, Blairsville Georgia, dated November 14, 2011, said plat being recorded in the Office of the Clerk of Superior Court of Union County, Georgia in Plat Book 64, Page 206, WHICH PLAT BY REFERENCE THERETO SHALL BE FULLY INCORPORATED HEREIO

SHALL BE FULLY INCORPORATED HEREIN SHALL BE FULLY INCORPORATED HEREIN AND MADE A PART HEREOF.
This conveyance is subject to all zoning ordinances, easements, covenants, conditions, restrictions, reservations or rights of

tions, restrictions, reservations or rights of way of record, if any.

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 and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property any assessments. spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is HUBERT J. BEAVER or a tenant or tenants.
UNITED COMMUNITY BANK d/b/a UNION COUNTY BANK N/K/A UNITED COMMUNIT BANK, as attorney in Fact for HUBERT J. BEAVER L. Lou Allen Stites & Harbison, PLLC 520 West Main Street

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

Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03467

Under and by virtue of the power of sale contained in a Security Deed from ASSET HOLDING COMPANY 4, LLC to UNITED COM-MUNITY BANK, dated April 30, 2010, recorded July 29, 2010, in Deed Book 839, Page 322, Union County, Georgia records; 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 May, 2013, the following described property:
All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 52 of the Union County, Georgia, containing 107.86 acres, more or less as shown on a plat of survey by T. Kirby & Associates, Inc., dated 9/25/06 and recorded in Union County records in Plat Book 59, Pages 41-42. Said plat is incorporated herein for a full and complete description

of the property.

The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 4, LLC. Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Security Deed and other loan documents and the failure to pay certain indebtedness when due.

By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and

matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property is ASSET HOLDING COMPANY 4, LLC or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 4, LLC L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03478 N(Apr10.17.24.Mav1)B NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

By virtue of a Power of Sale contained in that certain Security Deed and Agreement from Gary Michael Vaughan and Janit Gunter Vaughan to Community & Southern Bank (by virtue of that certain Assignment of Security Instruments and Other Loan Documents, filed and recorded June 9, 2010 in Deed Book 835, Page 291, UNION COUNTY Georgia Records, assignee of the Federal Deposit Insurance Corporation in receivership of Appalachian Community Bank) ("Community & Southern Bank"), dated December 21, 2007, filed and recorded January 11, 2008 in Deed Book 743, Page

150, Union County, Georgia Records, re-recorded March 20, 2008 in Deed Book 752, Page 772, aforesaid records (as amended,

modified, or revised from time to time, "Se-

curity Deed"), said Security Deed having been given to secure a Note in the original principal amount of ONE HUNDRED SIXTY-

FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100THS DOLLARS (\$165,750.00) (as amended, modified, or revised from time to time, the "Note"), with interest thereon as provided for therein, there will be sold at public outcry to the highest bidder for at public outery to the highest bidder for cash before the courthouse door of UNION COUNTY, Georgia, within the legal hours for sale on the first Tuesday in May, 2013, all property described in said Security Deed, including, but not limited to, declarant's rights, if any, and, without limitation, the following described property (or so much thereof as has not, as of said first Tuesday, by duly executed and recorded instrument. by duly executed and recorded instrument previously been released from the lien of the Security Deed): ALL THAT TRACT OR PARCEL OF LAND LYING ALL INAI HARD I WE PARKE OF LAND LING
AND BEING IN THE 8TH DISTRICT, 1ST SECTION, LAND LOTS 48 & 61 OF UNION COUNTY,
GEORGIA, CONTAINING 10.205 ACRES, MORE
OR LESS, AS SHOWN ON A PLAT OF SURVEY
BY GARY KENDALL, AS RECORDED IN UNION
COUNTY RECORDS AT PLAT BOOK 60, PAGE
727 SAID BLAT IS INCORPORATED LEPEIN 273. SAID PLAT IS INCORPORATED HEREIN FOR A FULL AND COMPLETE DESCRIPTION OF THE PROPERTY. MULL ROAD TO THE ABOVE PROPERTY. AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. 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

and 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 inspection of the property; any outstanding taxes, including, but not limited to, ad valorem taxes, which

constitute liens upon said property; special assessments; and all outstanding bills for public utilities which constitute liens upon

said property: To the best of the knowledge

and belief of the undersigned, the party in possession of the property is Gary Mi-

chael Vaughan and Janit Gunter Vaughan

or tenant(s).
The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the United States Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Community & Southern Bank and its counsel are acting as debt collectors. Any information obtained will be used for that purpose.
Community & Southern Bank as Attorneyin-Fact for Gary Michael Vaughan and Janit Gunter Vaughan Contact: Guillermo Todd, Esq. Busch, Slipakoff & Schuh. LLP 3330 Cumberland Boulevard, Suite 300 Atlanta, Georgia 30339 Telephone (770) 790-3550 N(Apr10,17,24,May1)B STATE OF GEORGIA

would be a supported by the conded March 11, 2013, in Deed Book 933, Page 120, Union County, Georgia records; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County County of the c ty, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following described property: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 311 of Union County, Georgia, containing 69.59 acres, more or less, as shown on a plat of survey by North Georgia Land Surveyors, dated January 7, 1986 and recorded

in Union County Records in Plat Book U.

Page 11. Said plat is incorporated herein, by reference hereto, for a full and com-

plete description of the above described

lso conveyed is that road right of way de-

All that tract or parcel of land lying and being in the 7th District, 1st Section, Land

Lots 13 and 14 of Union County, Georgia, and being a 40 foot wide road right of way, said right of way being located West of the

centerline of the road shown on the East

scribed as follows:

Under and by virtue of the power of sale contained in a Security Deed from ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-

COUNTY OF UNION NOTICE OF SALE UNDER POWER

line of Lot 1 as shown on a plat of survey by North Georgia Land Surveyors, dated October, 1981, as recorded in Union County records in Plat Book J, Page 211. LESS AND EXCEPT: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 311 of Union County, Georgia and being Lots 3, 5, 6, 25, 26, 28, 38, 39, 40, 41, 42, 43, 48, 49, 50, 51, 52, 53, 54 and 56 of Sharp Top Settlement Subdivi-sion, as shown on plat of survey by T. Kirby & Associates, Inc., dated June 27, 2006 and A ASSOCIATES, III.C., Dated unite 27, 200 and revised July 20, 2006 and recorded in Union County, Georgia records in Plat Book 58, Pages 257-259. Said plat is incorporated herein, by reference hereto for a full and complete description of the above described property. Grantor also hereby transfers to Grantee any and all declarant rights and/or developer rights that grantor may presently have, pursuant to that certain Declaration of Restrictions, Limitations and Covenants Running with the Land recorded in Deed Book 660, Page 293, Union County, Georgia records. This transfer, however, specifically excludes any obligations or responsibilities

that have accrued prior to the date hereof and/or that are the responsibility of grantor

or any other prior declarant and in no way

creates any successor or assignee liability for the grantee as a result of grantee's ac-

ceptance of such transfer or for any other

tion to hold said rights described above and transferred by Grantor herein, if any, solely for the transfer of said rights to an-

other person or entity, provided, that in the future, at Grantee's sole discretion, Grantee may exercise said rights itself.

all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC. The Security Deed secures the payment of

Default has occurred and continues unde

the terms of the Note, the Security Deed

and other loan documents because of the default of certain terms of the Note, Secu-rity Deed and other loan documents and the failure to pay certain indebtedness when due. By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the

undersigned, the party in possession of the property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants.

UNITED COMMUNITY BANK,
as attorney in Fact for ASSET HOLDING
COMPANY 5, LLC

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

John C. Pennington P.O. Box 275

Helen. GA 30545

N(Apr10,17,24,May1)B

COUNTY OF UNION

HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, recorded March 11, 2013, in Deed Book 933, Page 107, Union County, Georgia records; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union Coun-ty, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following described property:
All that tract or parcel of land lying and being in the 16th District, 1st Section, Land ing in the 16th District, 1st Section, Land Lot 162 of Union County, Georgia, and being Lot 8 of Gladson Settlement Subdivision, containing 1.673 acres, more or less, as shown on plat of survey by Owenby Land Surveying, Inc., dated February 28, 2006, and recorded in Union County Records in Plat Book 58, Page 192, Said plat is incore.

Plat Book 58, Page 193. Said plat is incorporated herein, by reference hereto for a

full and complete description of the above

described property.

Grantor also hereby transfers to Grantee

any and all declarant rights and/or de-

veloper rights that grantor may presently have, pursuant to that certain Declaration

of Restrictions, Limitations and Covenants

Brunning with the Land recorded in Deed Book 651, Page 708 and Deed Book 652, Page 739, Union County, Georgia records. This transfer, however, specifically ex-cludes any obligations or responsibilities that have accrued prior to the date hereof and/or that are the responsibility of grantor or any other prior declarant and in no way creates any successor or assignee liability for the grantee as a result of grantee's acceptance of such transfer or for any other Grantee hereby declares its present inten-tion to hold said rights described above and transferred by grantor herein, if any, solely for the transfer of said rights to another person or entity, provided, that in the future, at Grantee's sole discretion, Grantee may exercise said rights itself.
The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC. Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Security Deed and other loan documents and the failure to pay certain indebtedness when due. By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due

and payable), any matters which might be disclosed by an accurate survey and in-

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

matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the

undersigned, the party in possession of the

property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for ASSET HOLDING COMPANY 5, LLC

John C. Pennington

P.O. Box 275 Helen, GA 30545

(706) 878-0033 File No. AHC5-2 MUNITY BANK, dated March 8, 2013, re-corded March 11, 2013, in Deed Book 933, Page 133, Union County, Georgia records; 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 May, 2013, the following described property: All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 162 of Union County, Georgia, containing 12.062 acres, more or less, as shown on a plat of survey by Owenby Land Surveying, Inc., dated May 11, 2005, and recorded in Union County Records in Plat Book 55, Page 303. Said plat is incorporated herein, by

Under and by virtue of the power of sale contained in a Security Deed from ASSET HOLDING COMPANY 5, LLC to UNITED COM-

reference hereto for a full and complete description of the above described property.
LESS AND EXCEPT: All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 162 of Union County, Georgia, and being Lots 1, 2, 3, 6, 7 and 8 of Gladson Settlement Subdivision, as shown on a plat of survey by Owenby Land Surveying, Inc. dated February 28, 2006, and recorded in Union County Records in Plat Book 58, Page 193. Said plat is incorporated herein by reference hereto, for a full and complete description of the above described property.

Property is now known as Lot 4 and Lot 5 of

Gladson Settlement Subdivision, as shown at Plat Book 58, Page 193, Union County Grantor also hereby transfers to Grantee any and all declarant rights and/or de-veloper rights that grantor may presently have, pursuant to that certain Declaration of Restrictions, Limitations and Covenants Running with the Land recorded in Deed Book 651, Page 708 and Deed Book 652, Page 739, Union County, Georgia records. This transfer, however, specifically excludes any obligations or responsibilities that have accrued prior to the date hereof and/or that are the responsibility of grantor or any other prior declarant and in no way creates any successor or assignee liability for the grantee as a result of grantee's acceptance of such transfer or for any other Grantee hereby declares its present intention to hold said rights described above and transferred by grantor herein, if any, solely for the transfer of said rights to another person or entity, provided, that in the future, at Grantee's sole discretion, Grantee may exercise said rights itself.

The Security Deed secures the payment of

all amounts which have become due and payable by ASSET HOLDING COMPANY 5,

Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the

default of certain terms of the Note, Secu-rity Deed and other loan documents and the failure to pay certain indebtedness By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 5, LLC John C. Pennington P.O. Box 275 Helen, GA 30545

N(Apr10,17,24,May1)B

STATE OF GEORGIA

COUNTY OF UNION

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 May, 2013, the following described property:
All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 294 of Union County, Georgia, containing 32.886 acres, more or less, as shown on a plat of survey by Owenby Land Survey-ing, Inc., dated July 20, 2004 and recorded in Union County Records in Plat Book 54, Page 243, Said plat is incorporated herein by reference hereto, for a full and complete description of the above described prop-

erty. Less and except quitclaim deeds of

Property now known as Tract 2. Tract 5. and

Tract 6 as shown on Plat Book 58, Page 51, Union County Records.

The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5,

Default has occurred and continues under the terms of the Note, the Security Deed

and other loan documents because of the

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

HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-

corded March 11, 2013, in Deed Book 933,

Page 146, Union County, Georgia records; there will be sold by the undersigned at

default of certain terms of the Note, Secu-rity Deed and other loan documents and the failure to pay certain indebtedness By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the

as attorney in Fact for ASSET HOLDING COMPANY 5, LLC

LLC or a tenant or tenants.

UNITED COMMUNITY BANK

John C. Pennington P.O. Box 275

Helen, GA 30545

N(Apr10,17,24,May1)B

COUNTY OF UNION

NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, recorded March 11, 2013, in Deed Book 933 public outcry to the highest bidder for cash before the Courthouse door at Union Coun-ty, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following described property: All that tract or parcel of land lying and be

ing in the 9th District, 1st Section, Land Lot

275, of Union County, Georgia, and being further identified as Parsonage Union Cir-

cuit, as shown on plat of survey by Clyde N. Mize, Reg. Surveyor #1325, dated January 25, 1974 and recorded in Union County,

Georgia records in Plat Book D, Page 7. Said

plat is incorporated into this instrument by

reference hereto for a complete and ac-curate description of the above conveyed

roperty, and being further described as ollows: Beginning at the intersection of

U.S. Highway 19 and the dirt road leading to the United Methodist Church property, run thence along the right of way line of the

dirt road S 48 12 W 303.33 feet to a point:

thence S 79 40 W 35.9 feet; thence leaving the road N 10 17 E 286.0 feet to the right o

way of U.S. Highway 19, thence along the right of way \$ 70 55 E 222.6 feet to the point of beginning.

Grantors also grant to grantee a non-exclu-

sive perpetual easement for the use of the roads for ingress and egress to the above described property.

The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC. the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Security Deed and other loan documents and the failure to pay certain indebtedness By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses Said property will be sold subject to any outstanding ad valorem taxes (includir taxes which are a lien, but not yet du and pavable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments,

liens, easements, encumbrances, zoning

ordinances, restrictions, covenants, and matters of record superior to the Security

To the best knowledge and belief of the undersigned, the party in possession of the property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants.

UNITED COMMUNITY BANK,

as attorney in Fact for ASSET HOLDING COMPANY 5, LLC

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorpora-tion for Blairsville Sorghum Festival, Inc.

will be delivered to the Secretary of State for filing in accordance with the Georgia Non-Profit Corporation Code. The initial

registered office of the Corporation will be

Deed first set out above.

John C. Pennington

P.O. Box 275

Helen, GA 30545 (706) 878-0033

File No. AHC5-5

located at 241 Grinder Drive, Blairsville, GA 30512, and its registered agent at such address is Terry P. Kane. IN THE SUPERIOR COURT IN RE: Tonnala Margaret Zollinger, petitioner CAFN: 13-CV-115-SG Notice is hereby given that Tonnala Margaret Zollinger, filed her Petition in the Superior Court of Union County on the 15th day of March, 2013, praying for a change in Petitioner's name, Tonnala Margaret Zollinger to Tani Beverly Zollinger. A notice

is hereby given pursuant to law to any in-terested or affected party to be and appear

in said matter in said Court on the 30th day

of April, 2013 at 9 a.m. Objections must be filed with said Court within thirty (30) days

of the filing of said petition.

N(Mar20,27,Apr3,10)P

Deceased

This 15th day of March, 2013

Judy Odom, Clerk, Superior Court of Union County

In Re: Estate of James C. Stephens,

Estate No: 2013-47 AN ORDER FOR SERVICE WAS GRANTED BY THIS COURT ON MARCH 27, 2013 REQUIR-

ING THE FOLLOWING: TO: David Jewell Stephens This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before April 29, 2013
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley Clerk of the Probate Court 65 Courthouse Street, Box 8 Blairsville, GA 30512 706-439-6006 N(Apr3,10,17,24)B

NOTICE OF SALE Notice is given that Gumlog Storage will sell the contents of rental units: #9 & #15

said contents belonging to Gorden Mor-row and Unit #19 said contents belonging

to Daniel Graves. Said sale shall take place

to Daniel Graves, Salu Salu Silan Land Pinds on Saturday, April 23, 2013 at 9 a.m. out-side the Gumlog Storage Units located at the intersection of 129N (Murphy Hwy) and

NOTICE OF PETITION TO CHANGE NAME GEORGIA, UNION COUNTY

Notice is hereby given that Clive Edward Waylett, the undersigned, filed his petition to the Superior Court of Union County, Geor-

gia on the 11th day of March, 2013 praying for a change in the name of petitioner from Clyde to Clive. Notice is hereby given pur-

Gumlog Road, Blairsville, GA.

13-CV-110-SG

suant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition. This 11th day of March, 2013 Clive Edward Waylett, Petitioner N(Mar20,27,Apr3,10)F State of Georgia **Union County** Notice to Kimberly Gail Seabolt
A Pre-Warrant hearing will be held in Magistrate Court on May 9, 2013 at 9 a.m. to
determine if sufficient probable cause exists to warrant your arrest for the office of Endangering Security Interest O.C.G.A. §§ 16-9-51.
By: Barbara Holbrooks, Deputy Clerk

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

A Pre-Warrant hearing will be held in Mag-istrate Court on May 9, 2013 at 9 a.m. to

determine if sufficient probable cause exists to warrant your arrest for the office of Endangering Security Interest O.C.G.A. §§

By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse St. Suite 10

Blairsville, GA 30512 706-439-6008

N(Apr10.17)P

State of Georgia Union County Notice to Jackie Lynn Rattler

N(Apr10,17)P

NOTICE

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 May, 2013, the following described property:
All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 256 of Union County, Georgia and being Lot 80 Young Cane Creek Subdivision, containing 1 84 acres more or less as shown taining 1.84 acres, more or less, as shown on plat of survey by T. Kirby and Associ-ates, Inc., dated December 13, 2006, and recorded in Union County Records in Plat Book 59, Pages 245-250. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above described property.

Grantor also hereby transfers to Grantee any and all declarant rights and/or developer rights that grantor may presently have, pursuant to that certain Declaration of Restrictions, Limitations and Covenants Running with the Land recorded in Deed Book 706, Page 142 and Deed Book 710, Page 361, Union County, Georgia records. This transfer, however, specifically ex-cludes any obligations or responsibilities that have accrued prior to the date hereof and/or that are the responsibility of grantor or any other prior declarant and in no way creates any successor or assignee liability for the grantee as a result of grantee's ac-ceptance of such transfer or for any other Grantee hereby declares its present inten-tion to hold said rights described above and transferred by grantor herein, if any, solely for the transfer of said rights to another person or entity, provided, that in the future, at Grantee's sole discretion, Grantee may exercise said rights itself. The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC. Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Secu-rity Deed and other loan documents and the failure to pay certain indebtedness when due. reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security

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 ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-

corded March 11, 2013, in Deed Book 933, Page 185, Union County, Georgia records; there will be sold by the undersigned at

Deed and by law.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property any assessments. spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants.
UNITED COMMUNITY BANK as attorney in Fact for ASSET HOLDING COMPANY 5, LLC John C. Pennington P.O. Box 275 Helen, GA 30545 (706) 878-0033 N(Apr10,17,24,May1)B STATE OF GEORGIA COUNTY OF UNION
NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-corded March 11, 2013, in Deed Book 933, Page 172, Union County, Georgia records; 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 May, 2013, the following described property:

following described property:
All that tract or parcel of land lying and being in the 9th District, 1st Section, Land

Lots 255, 256, 285, 286 and 291 of Union County, Georgia, containing 100.0 acres, more or less, as shown on a plat of survey

by Owenby Land Surveying, Inc., dated April 11, 2006, and recorded in Union County Re-cords in Plat Book 58, Page 101. Said plat

is incorporated herein, by reference hereto, for a full and complete description of the above described property. Grantors also grant to grantee a non-exclu-sive perpetual easement for the use of the roads for ingress and egress to the above described property.
LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lots 285 & 286, 9th District, 1st Section, Union County, Georgia, being Lots 12, 35, 37, 42, 43, 49, 55, 69, 80, 84, 85, 87 and 88 of Young Cane Creek Settlement, Phase I, as shown on plat of survey by T. Kirby & Associates, Inc., dated 12/13/06 and recorded in Plat Book 59, Pages 245-250, Union County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof. Grantor also hereby transfers to Grantee any and all declarant rights and/or developer rights that grantor may presently have, pursuant to that certain Declaration of Restrictions, Limitations and Covenants Running with the Land recorded in Deed Book 706, Pages 142-146, as amended at Deed Book 710, Page 361, Union County, Georgia records. This transfer, however, specifically excludes any obligations or re-sponsibilities that have accrued prior to the date hereof and/or that are the responsibil-ity of grantor or any other prior declarant and in no way creates any successor or assignee liability for the grantee as a result of grantee's acceptance of such transfer or for any other reason Grantee hereby declares its present inten-tion to hold said rights described above and transferred by grantor herein, if any, solely for the transfer of said rights to an person or entity, provided, that in the future, at Grantee's sole discretion, Grantee may exercise said rights itself.
The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5, Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Security Deed and other loan documents and failure to pay certain indebtedness when due. By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law. 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 gright be

and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments,

liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

To the best knowledge and belief of the undersigned, the party in possession of the property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants.

UNITED COMMUNITY BANK,

as attorney in Fact for ASSET HOLDING COMPANY 5, LLC

John C. Pennington

P.O. Box 275

Helen, GA 30545 (706) 878-0033

File No. AHC5-7

STATE OF GEORGIA

NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, filed for record April 4, 2013 and recorded in Deed Book 936, Page 383, Union County, Georgia records; 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 May, 2013, the following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 286 and 291 of Union County, Georgia, and being shown as Tract 1, containing 0.787 acres, more or less, and Tract 2, containing 0.189 acres, more or less, as shown as a plat of survey by T. Kirby & Associates, Inc., dated April 12, 2007, revised April 20, 2007 and recorded in Union County Records in Plat Book 59, Page 270. Said plat is incor-porated 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 subdivision roads for ingress and egress to the above de-scribed property. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 5, LLC

P.O. Box 275 Helen, GA 30545 (706) 878-0033 File No. AHC5-8 **NOTICE TO DEBTORS AND CREDITORS** STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Helen Hanson, Deceased All debtors and creditors of the Estate of Helen Hanson, 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 April, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Apr10,17,24,May1)B PROBATE COURT OF UNION COUNTY RE: Estate of Mary A. Warlick, (Former) Ward TO WHOM IT MAY CONCERN: The conservator(s) of the above estate, has/have applied for Discharge from said trust. This is to notify the above interested party(ies) to show cause, if any they can, why said conservator(s) should not be dis-charged from office and liability. All objec-tions must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court, 65 Court-house Street, Suite 8, Blairsville, GA on or before May 13, 2013, said date being more than 30 days from the date of publication, or if personally served, then 10 days from

date. If no objections are filed, the petition may be granted without a hearing.

Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512 706-439-6006 NOTICE OF LOCATION AND DESIGN APPROVAL
CSSTP-0007-00(495), LUMPKIN, TOWNS,
UNION, AND WHITE COUNTIES Notice is hereby given in compliance with Georgia Codes 22-2-109 and 32-3-5 that the Georgia Department of Transportation has approved the Location and Design of this project.
The date of location approval is: March 12, Project CSSTP-0007-00(495) in Lumpkin, Union, Towns, and White Counties consists of signal upgrades and pedestrian facility improvements for twenty (20) intersections within Lumpkin, Union, Towns, and White Counties. The project is located in the following Land Districts: 9, 12, 17, and 19; Land Lots: 69, 70, 112, 134, 135, 268, 269, 950, 984, 985, 998, and 999; and Georgia Military Districts: 837, 843, and 865. Lumpkin County 1. SR 52 @ SR 115/Longbranch Rd 2. SR 60 @ SR 400 3. SR 400 @ Burnt Stand 4. SR 60-US 19 @ SR 9-SR 52-SR 60 (Mor-7. SR 9/52/60 @ SR 60 BUS SR 9/52/60 @ SR 60 BUS 9. SR 9/52/60 @ SR 60 BUS 8. SR 9 @ SR 52 9. SR 9 /52/60 @ E. Memorial DR/Pinetree Way Towns County 1. SR 2 @ SR 75 2. SR 2 @ SR 66 2. SR 2 @ SR 17 4. SR 2 @ River Street 5. SR 2 @ SR 288

Union County 1. SR 2/515 @ SR 11/US 129

3. SR 11 @ SR 325 4. SR 2 @ Young Harris Street

White County
1. SR 11 @ Westmoreland Pkwy

The proposed construction will consists of upgrades including traffic signal equipment, pedestrian countdown signals, ADA

wheel chair ramps, and cross walk strip-

Drawings or maps or plats of the proposed

project, as approved, are on file and are available for public inspection at the Geor-gia Department of Transportation: Mr. Michael Seabolt

Area Engineer, District One Area Four email: mseabolt@dot.ga.gov

2. SR 2 @ Industrial Blvd

2. SR 115 @ SR 384

942 Albert Reid Rd Cleveland, GA 30528 (706) 348-4848

the dat of such service. All pleadings must be signed before a notary public or pro-bate court clerk, and filing fees must be

tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below ad-

dress/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled for a later

(706) 348-4848
Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and requesting in writing to:
Ms. Genetha Rice-Singleton
State Program Delivery Engineer email: grice-singleton@dot.ga.gov One Georgia Center 600 West Peachtree St NW Atlanta, Georgia 30308 (404) 631-1522 Any written request or communication in reference to this project or notice SHOULD include the Project and P.I. Numbers as noted at the top of this notice. NOTICE GEORGIA, UNION COUNTY PROBATE COURT In Re: Estate of Betty P. Kelley, Deceased Estate No. 13-40 NOTICE OF PETITION TO TILE FOR YEAR'S SUPPORT
The petition of Jack H. Kelley, for a year's support from the estate of Betty P. Kelley, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before April 22, 2013, 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 on or before the time stated in the preceding sentence. 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 presented in party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If

out a hearing.

Dwain Brackett, Probate Judge
By: Kristin Stanley
Probate Court Clerk
65 Courthouse Street
Blairsville, Ga. 30512 706-439-6006 GEORGIA, UNION COUNTY PROBATE COURT In Re: Estate of Lucille B. Jordan, De-Estate No. 13-44 Eloise Jordan Cook and Jo Ann Brown have petitioned to be appointed Administrator(s) of the estate of Lucille B. Jordan, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. 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 April 22, 2013. All pleadings/objections must be signed before a notary public or before a prince before a 22, 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 withare filed, the petition may be granted without a hearing.
Dwain Brackett, Probate Judge

By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512

NOTICE TO DERTORS AND CREDITORS

IN RE: Estate of Doris D. Bird All debtors and creditors of the Estate of Doris D. Bird, 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 28th day of March, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512

706-439-6066

any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted with-