North Georgia News

Legal Notices for April 24, 2013 GEORGIA, UNION COUNTY. NOTICE OF SALE UNDER POWER NOTICE OF SALE UNDER POWER STATE OF GEORGIA

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION UNION COUNTY PROBATE COURT Convicted Person: James Cory Franklin IN RE: Estate of Karl Henry Supchak, De-Offense Date: 2/1/2013 All debtors and creditors of the Estate of (Blairsville, Ga) Karl Henry Supchak, deceased, late of Union County, Georgia, are hereby notified to Case Disposition: \$2010 Fine. 12 Months Case Disposition: \$2010 Fine, 12 Months
Probation, 30 Days of Community Service,
72 Hours in County Jail, Surrender License
Plates, Installation of Ignition Interlock
Device, Submit to Clinical Evaluation, 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 Alcohol/Drug Treatment Program, Risk Reduction School (DUI Program) make immediate payment to the Personal Representative(s). This 11th day of April, 2013. By: Kristin Stanley, Clerk of the Probate Court STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Apr17,24,May1,8)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION

Blairsville, GA 30512

By: Kristin Stanley, Clerk of the Probate Court

Blairsville, GA 30512

STATE OF GEORGIA, COUNTY OF UNION

Blairsville, GA 30512

ING THE FOLLOWING: TO: David Jewell Stephens

In Re: Estate of James C. Stephens,

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-

inas/objections must be signed before

may be granted without a hearing. Dwain Brackett, Probate Judge

in accordance with the Georgia Non-Profit

Corporation Code. The initial registered office of the corporation is located at 128

White Pine Road, Blairsville, GA 30512 and

its registered agent at such address is Carolyn Jarrard.

By: Kristin Stanley Clerk of the Probate Court 65 Courthouse Street, Box 8 Blairsville, GA 30512

706-439-6006

NOTICE OF SALE

PUBLIC NOTICE

N(Apr24,May1)B

IN THE SUPERIOR COURT

Vs.
A Parcel of Land being known As the "Fox Property", Being 0.402 acres, located in Land Lot 299, 9th District, 1st Section, Union County, Georgia, and as their respective interests.

tive interest may be: David Owenby and Vicki Owenby And all other entities, known or unknown, who have or claim any Ad-

verse or possessory right, Title or Interest in the recited subject property. Civil Action File No. 11-CV-757-MM NOTICE OF SUMMONS

TO: David Owenby and Vicki Owenby, the Tennessee Valley Authority, and ALL THE

WORLD and all persons known or unknown

This 8th day of April, 2013

Judy L. Odom Clerk of Superior Court, Union County

Probate Court of Union County RE: Petition of Gary Donald Drummond, Jr.

for Discharge as Executor of the Estate of

Leslie Dorine Drummond, Deceased. To Whom it may concern:

may be granted without a hearing. Dwain Brackett, Probate Judge

By: Kristin Stanley Probate Court Clerk 65 Courthouse Street

Blairsville, Ga. 30512 706-439-6006

STATE OF GEORGIA

IN THE SUPERIOR COURT

This 18th day of April, 2013 Akins & Davenport, P.C.

Daniel J. Davenport

PO Box 923 Blairsville, GA 30514 706-745-0032

OF UNION COUNTY STATE OF GEORGIA

IN THE SUPERIOR COURT

IN NE. James Yomo Chambers, Petitioner CAFN: 13-CV-176-MM NOTICE OF PETITION TO CHANGE NAME

Notice is hereby given that James Yomo Chambers, filed his Petition in the Superior

given pursuant to law to any interested or affected party to be and appear in said matter in said Court on the 27th day of

June, 2013 at 9 a.m./p.m. Objections must be filed with said Court within thirty (30)

Judy Odom, Clerk, Superior Court of Union

GEORGIA, UNION COUNTY PROBATE COURT

In Re: Estate of Audrey Sue Ledford, De-

Petition for Letters of Administration Michelle Marshall has petitioned to be

amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition

may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8

Blairsville, GA 30512 706-439-6066

IN THE SUPERIOR COURT OF UNION COUNTY

individually DOCKET NO.13-CV-169-RG

such State, as follows:

sions of the

IN REM

GEORGIA DEPARTMENT OF TRANSPORTATION

vo. 0.07 acres of land; and certain easement rights; and John L. Boisonault; Laurel Boisonault; Community and Southern Bank; JPMorgan Chase

Bank: and Union County Tax Commissioner.

IN NEW
The said named persons and any and all
other persons known and unknown
claiming any right, title, power, interest,
ownership, equity, claim or demand in and
to the lands hereinafter described, and all

occupants, tenants, lessees, licensees and

all holders, owners and users of ways and easements in, across, over and under said land are hereby notified, under the provi-sions of the Official Code of Georgia An-notated Sections 32-3-4 through 32-3-19,

providing for the exercise of the power of eminent domain by the State of Georgia, or any of its subdivisions, or by any county of

such state, as nonwes:
That the above stated case, being a condemnation in rem against the
property hereinafter described, was filed in
said Court on the 12th day of
April, 2013; That, in accordance with provi-

aforesaid Official Code, a Declaration of Taking, duly authorized and properly ex-ecuted as provided by the Official Code, has been made and filed in said case, de-claring the necessity for and exercising the

power of taking the said described lands for State-aid public road purposes, thereby vesting the title to same in the Department of Transportation; and, in pursuance of

Parcel No. 2/4 19. such authority, the Department of Transpor-

tation has deposited with the Clerk of the Superior Court of said County \$26,400.00 as the just compensation for the said lands

described; and all persons claiming such fund or any interest therein, are hereby re-quired to make known their claims to the Court;

In accordance with the provisions of the Of-licial Code of Georgia Annotated, the Plain-

tiff-Condemnor has prayed the Court for

Immediate possession of said property, and all persons having any interest in or claim

against such property, as above set forth, are required by the Order of the Judge of said Court to surrender possession of the

property to the Department of Transporta-tion no later than 30 days from filing of the Declaration of Taking. That in accordance with the Official Code of

Georgia Annotated Section 32-3-13 through 32-3-19, if the owner, or any of the own-

ers, or any person having a claim against or interest in said property, shall be dissat-isfied with the compensation, as estimated

in the Declaration of Taking and deposited in Court, such person or persons, or any of them, shall have the right, at any time sub-

sequent to the filing of the Declaration and the deposit of the fund into Court but not later than 30 days following the date of ser-

vice as provided for in the Official Code of Georgia Annotated Sections 32-3-8 through 32-3-10 to file with the Court a notice of ap-

peal, the same to be in writing and made a part of the record in the proceedings. The said property, as thus affected, is de-

UNION COUNTY Project Number BRF00-0002-07 (019) Union County Parcel Number: 2/4 Required R/W: 0.7 acres of land; and cer-

tain easement rights
Property Owners:
John L. Boisonault; Laurel Boisonault;

Community and Southern Bank; JPMorgan Chase Bank; and Union County Tax Com-

All that tract or parcels of land lying and being in Land Lot 138 of the 9t" Land Dis-

trict of Union County, Georgia, being more

particularly described as follows: BEGINNING at a point on the existing south-

western right of way line of State Route 11/

construction centerline of State Route 11/

34° 23' 49" W) to a point 50.00 feet left of and opposite station 107+09.88 on said centerline, said point also being a point on the northwestern property line of the condemnees; thence northeasterly along

said latter property line a distance of 11.85 feet to a point 38.16 feet left of and oppo-site station 107+10.39 on said centerline, said point also being a point on said exist-ing southwestern right of way line of State Route 11/US 19 & 129; thence southeast-

rely along said existing right of way line a combined distance of 262.40 feet back to the point of BEGINNING. Said described land being the required right of way and is

and opposite station 107+09.23 on said centerline, said point also being a point on the northwestern property line of the

condemnees; thence northeasterly along said latter property line to a point 50.00 feet left of and opposite station 107+09.88

scribed as follows: SEE PAGE 20-A; 20-B; FOR DESCRIPTION

This 16th day of April, 2013.

/s/ Judy L. Odom Clerk Superior Court

UNION COUNTY

N(Apr24,May1,8,15)B

days of the filing of said petition. This 16th day of April, 2013 Cadance Lee, Deputy Clerk

County State of Georgia

Estate No. 2013-59

N(Apr24,May1,8,15)P

N(Apr24,May1,8,15)P

IN RE:

Attorney for Petitioner Georgia Bar No. 821237 80 Town Square

NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY

OF UNION COUNTY

N(Apr24,May1,8,15)B

Deceased

65 Courthouse Street, Suite 8

NOTICE TO DEBTORS AND CREDITORS

IN RE: Estate of Willa Mae Stephens, De-

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

IN RE: Estate of William Sanders Ivey, De-

N(Apr17,24,May1,8)B

IN RE: Estate of Carolyn Elizabeth Holland, All debtors and creditors of the Estate of to secure certain indebtedness from HU-Carolyn Elizabeth Holland, deceased, late of Union County, Georgia, are hereby notified to BERT J. BEAVER; there will be sold by the undersigned at public outcry to the highest 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 12th day of April, 2013.

By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8 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 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. less, according to riat or 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 Book D, Page 34, said plat and description thereof is incorporated hereby reference for a detailed description for a detailed description. LESS AND EXCEPT: All that tract or parcel of land lying and be-All debtors and creditors of the Estate of Wiling 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, liam Sanders Ivey, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the

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 description on said plat is hereby incorporated by reference and made a part hereof. 1FSS AND FXCFPT. 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 19th day of April, 2013.

By: Krietin Stanlay tion on said plat is hereby incorporated by reference and made a part hereof.

LESS AND EXCEPT:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE BTH DISTRICT AND 1ST SECTION OF UNION COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT 3 CONTAINING 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 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, BLAIRSVILLE GEORGIA, DATED NOVEMBER 14, 2011, SAID PLAT BEING RECORDED IN All debtors and creditors of the Estate of

All debtors and creditors of the Estate of Willa Mae Stephens, 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 19th day of April, 2013.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 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 way of record, if any. LESS AND EXCEPT: 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 Estate No: 2013-47 An order for Service Was Granted by This Court on March 27, 2013 requir-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 HEREIN AND MADE A PART HEREOF. 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

a notary public or before a probate court clerk, and filing fees must be tendered This conveyance is subject to all zoning with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following 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 nursee of navignt he same and all 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 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 Notice is given that Articles of Incorporataxes which are a lien, but not yet due tion that will incorporate Harmony Grove Baptist Church Blairsville, Inc. have been delivered to the Secretary of State for filing 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.

AND MADE A PART HEREOF.

To the best knowledge and belief of the undersigned, the party in possession of the property is HUBERT J. BEAVER or a tenant COMMUNITY BANK d/b/a UNION Notice is given that Gumlog Storage will sell the contents of rental units: #9 & #15 said contents belonging to Gorden Mor-COUNTY BANK N/K/A UNITED COMMUNITY as attorney in Fact for HUBERT J. BEAVER row and Unit #19 said contents belonging L. Lou Allen to Daniel Graves. Said sale shall take place on Saturday, April 27, 2013 at 9 a.m. out-Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 side the Gumlog Storage Units located at the intersection of 129N (Murphy Hwy) and Gumlog Road, Blairsville, GA. (700) 032-7923 File No. 7484A-03467 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Due to a scheduling conflict, the regular N(Apr10,17,24,May1)B monthly meeting of the Union County Board of Education on Monday, May 13, 2013 has **STATE OF GEORGIA** been rescheduled to Thursday, May 9, 2013 COUNTY OF UNION NOTICE OF SALE UNDER POWER at 7:00 PM at the Union County Board of Education. The public is invited at attend. 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 STATE OF GEORGIA Kathryn Mason Fox and Milo Fox, Petition-

outcry to the highest bidder for cash be-fore 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

ing in the fold bistrict, is 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. who may claim adversely to Petitioner's title to a portion of Land Lot 299 of the 9th Default has occurred and continues under District, 1st Section of Union County, Georgia, being more specifically described as follows: the terms of the Note, the Security Deed and other loan documents because of the All that tract or parcel of land lying and bedefault of certain terms of the Note. Secuing located in Land Lot 299, 9th District, 1st Section, Union County, Georgia, containing rity Deed and other loan documents and the failure to pay certain indebtedness 0.402 acres, more or less, as shown on a when due. plat of survey by T. Kirby & Associates, Inc., dated 10/16/08, recorded in Union County Records in Plat Book 62, Page 220. Said 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 plat is incorporated hereby by reference hereto for a full and complete description of this sale as provided in the Security Deed of the above described property, being lake 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 frontage and subject to the T.V.A. flowage You are hereby notified that the abovestyled action seeking a Petition for Quiet Ti-tle Against All the World, and that by reason 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 of an Order for Service by Publication entered by the Court on March 23, 2011, you are hereby commanded and required to file with the clerk of said Court and serve upon matters of record superior to the Security Richard H. Stancil, Petitioner's attorney whose address is 231 Chatuge Way, Hia-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. wassee, Georgia 30546, an Answer to the Petition within Thirty (30) days of the date of the Order for Service by Publication. LLC or a tenant or tenants.
UNITED COMMUNITY BANK,

> 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,May1)B

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before May 6 2012. **GEORGIA. UNION COUNTY** By virtue of a Power of Sale contained in that certain Security Deed and Agreement from Gary Michael Vaughan and Janit Gunt-er Vaughan to Community & Southern Bank (by virtue of that certain Assignment of BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-Security Instruments and Other Loan Docuinas/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered Deed Book 835, Page 291, UNION COUNTY with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following Georgia Records, assignee of the Federal Deposit Insurance Corporation in receiv-ership of Appalachian Community Bank) ("Community & Southern Bank"), dated December 21, 2007, filed and recorded January 11, 2008 in Deed Book 743, Page address/telephone number for the required date. If no objections are filed the petition 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 cash before the courthouse door of UNION

cash before the courtnouse 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

as attorney in Fact for ASSET HOLDING COMPANY 4, LLC

STATE OF GEORGIA
IN RE:
Joyce Ainhorn Cooper, Petitioner
CAFN: 13-CV-181-MM
NOTICE OF PETITION TO CHANGE NAME
Notice is hereby given that Joyce Ainhorn
Cooper, by and through the undersigned,
filed her Petition in the Superior Court of
Union County on or about April 18, 2013,
praying for a change in the name from
Joyce Ainhorn Cooper to Jetta Joyce Cooper. A
Notice is hereby given pursuant to law to 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. the Security Deed):
ALL THAT TRACT OR PARCEL OF LAND LYING Notice is hereby given pursuant to law to any interested or affected party to appear in said court to file objections to such name ALL THAT TRACT OR PARCEL OF LAND LYING 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 273. SAID PLAT IS INCORPORATED HEREIN FOR A FULL AND COMPLETE DESCRIPTION OF THE PROPERTY change. Objections must be filed with said court within 30 days of the filling of the Petition to Change Name of Joyce Ainhorn OF THE PROPERTY. ALSO CONVEYED IS AN EASEMENT ACROSS AND THROUGH THAT ROAD RUNNING FROM MULL ROAD TO THE ABOVE PROPERTY, AS SHOWN ON THE ABOVE REFERRED TO PLAT The indebtedness secured by said Security ne indeptedness secured by said security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including, but not limited to, the nonpayment of the indebted-ness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys' fees and other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to the Court of Union County on the 16th day of April, 2013, praying for a change in Peti-tioner's name. James Yomo Chambers to James Yeona Chambers. A notice is hereby following items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an

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 collectors. Any information obtained will be used for that purpose.

Community & Southern Bank as Attorney-in-Fact for Gary Michael Vaughan and Janit appointed Administrator(s) of the estate of Audrey Sue Ledford, 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 change of the petition of the p in-Fact for Gary Michael Vaugnan and C Gunter Vaughan Contact: Guillermo Todd, Esq. Busch, Slipakoff & Schuh, LLP 3330 Cumberland Boulevard, Suite 300 Atlanta, Georgia 30339 Telephone (770) 790-3550 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 May 20, 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

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-

HOLDING COMPANY 5, LLC to UNITED COMMUNITY BANK, dated March 8, 2013, recorded March 11, 2013, in Deed Book 933, Page 120, Union County, Georgia records; there will be sold by the undersigned at public outery to the highest bidder for cash before the Courthouse door at Union County Courties, within the local hours of solo and the control of the county of the count

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 8th District, 1st Section, Land Lot 311 of Union County, Georgia, containing 89 59 ares more or less as shown on a

69.59 acres, more or less, as shown on a plat of survey by North Georgia Land Sur-veyors, 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 complete

description of the above described prop-

erty. Also 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

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 Michael

Vaughan and Janit Gunter Vaughan or

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 line of Lot 1 as shown on a plat of survey by North Georgia Land Surveyors, dated October 1981 as recorded in Union County October, 1981, as recorded in Union County records in Plat Book J, Page 211. LESS AND EXCEPT: All that tract or parcel

scribed as follows:

LESS AND EXCEPT: All that tract of 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 Subdivision, as shown on plat of survey by T. Kirby & Associates, Inc., dated June 27, 2006 and serviced lusty 20, 2006 and recorded in Union A ASSOCIATES, INC., 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

prior declarant an

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

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

may exercise said rights itself.

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 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 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. LLC or a tenant or tenants.
UNITED COMMUNITY BANK.

as attorney in Fact for ASSET HOLDING COMPANY 5, LLC

Under and by virtue of the power of sale

John C. Pennington P.O. Box 275

Helen, GA 30545

(706) 878-0033

N(Apr10,17,24,May1)B

STATE OF GEORGIA

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, corded 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 County, Georgia, within the legal hours of sale on US 19 & 129, said point being 39.35 feet left of and opposite station 104+50.00 on the US 19 & 129 on Georgia Highway Project BRF00-0002-07 (019); running thence N 71° 47' 34" W a distance of 18.40 feet to the first Tuesday in May, 2013, the following a point 50.00 feet left of and opposite sta-tion 104+65.01 on said centerline; thence N 36° 25' 41" W a distance of 37.83 feet to 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, and being Lot 8 of Gladson Settlement Subdivision, N 36° 25' 41" wa distance of 37.83 feet to a point 50.00 feet left of and opposite station 105+02.84 on said centerline; thence northwesterly 77.46 feet along the arc of a curve to the left (said curve having a radius of 4050.00 feet and a chord distance containing 1.673 acres, more or less, as 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 193. Said plat is incorporated herein, by reference hereto for a full and complete described property. olus or 4050.00 reet and a chord cistance of 77.46 feet on a bearing of N 35° 52′ 48″ W) to a point 50.00 feet left of and opposite station 105+79.34 on said centerline; there can be accorded to the control of the control of the control of the control of N 324.23′ 20′ 40′ W) the according to Fort 150 to 150 t

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

COUNTY OF UNION NOTICE OF SALE UNDER POWER

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. creates any successor or assignee liability for the grantee as a result of grantee's acceptance of such transfer or for any other shown colored yellow on the attached plats marked Annex 1-A.
BEGINNING at a point 50.00 feet left of and opposite station 104+65.01 on the construction centerline of State Route 11/US 19 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 struction centerline of State Route 11/US 19 & 129 on Georgia Highway Project BRF00-0002-07 (019); running thence northwesterly along a straight line to a point 65.00 feet left of and opposite station 104+95.01 on said centerline; thence northwesterly along a straight line to a point 65.00 feet left of and opposite station 106+00.02 on said centerline; thence northwesterly along a straight line to a point 65.00 feet left of and opposite station 107+09.03 on said contections of the station 107+09.23 on said contections of the station 107+09.23 on said opposite station 107+09.23 on said 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 By reason of the default, the Security Deed

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 on said centerline; thence southeasterly along a line parallel to said centerline to a point 50.00 feet left of and opposite sta-tion 105+79.34 on said centerline; thence and by law. 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 insoutheasterly along a line parallel to said centerline to a point 50.00 feet left of and 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 (706) 878-0033 File No AHC5-2 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 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 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 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 reference hereto for a full and complete de-scription 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,

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due

P.O. Box 275 Helen, GA 30545 (706) 878-0033 File No. AHC5-3 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, re-

rounded March 11, 2013, in Deed Book 933, Page 146, 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-

tv. Georgia, within the legal hours of sale on

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 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 Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due

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, recorded March 11, 2013, in Deed Book 933, Page 159, 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 e first Tuesday in May, 2013, the following described property:

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. 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

the best knowledge and belief of

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

Deed first set out above.

John C. Pennington P.O. Box 275 Helen, GA 30545 (706) 878-0033

File Ńo. AHC5-5

N(Apr10,17,24,May1)B

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 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 subdivision roads

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

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

and 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 PO. Ray 275 Deed first set out above. P.O. Box 275 Helen, GA 30545 (706) 878-0033 File No. AHC5-8 STATE OF GEORGIA COUNTY OF UNION 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 Association, as Trustee for TBW Mortgage-Backed Trust Series 2006-2, TBW Mortgage-Backed Trust Series 2006-2, TBW Mortgage-Backed Dass-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 Dead

the holder thereof pursuant to said Deed and Note thereby secured has declared the

entire amount of said indebtedness due

enture amount or said indeptedness 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 in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed the with

of survey prepared by Rochester and Asso-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

described lot.

the payment of said indebtedness and all expenses of said sale as provided in said 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).

Greg Franklin

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

File no. 12-033853 Shapiro, Swertfeger & Hasty, LLP*

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 principal amount of \$255, 655.16, dated March 6, 2009, secured by a Deed to Secure Debt from DON-ALD KEITH BAILEY, as Trustee of the Bailey 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. and payable, and acting under the power of sale contained in said Deed, for the pur-pose 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 parcel of land consisting of 13.01 acres of land (sometimes sisting of 13.01 acres of rand (sometimes described as Tract One of 12.391 acres and 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 Hecords, 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, beof Land Lot 43 of Union County, Georgia, beor Land Lot 43 or Union County, Georgia, being the same property described in a deed dated October 23, 1986, recorded in Deed Book 147, page 410, Union County Georgia Deed Records. Reference to said deed and the record thereof is hereby made for a more complete description of said prop-Less and except the property described in

the following deed books and pages, all being 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 outstanding ad valorem taxes (including taxes which are a lien but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encum-brances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The indebtedness remaining in default, the sale will be made for the purpose of applying 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 ILS. Bankruntry Code and (2) the mortgage instrument. 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 aforementioned deed to secure debt. This law firm is acting as a debt collector attempting to collect a debt and all information obtained shall be used for that

COUNTY OF UNION NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT 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 recorded 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 undersigned will sell at public outcry to the highest 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-

purpose. PEACH STATE BANK & TRUST

Stewart, Melvin & Frost, LLP P. O. Box 3280 Gainesville, GA 30503

N(Apr10,17,24,May1)B

STATE OF GEORGIA

As attorney in fact for Donald Keith Bailey, as Trustee of the Bailey Family Trust J. Randall Frost

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 main-tain 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

Rochester and Associates, Inc. dated May

reference and made a part hereof.

Also, an easement of ingress and egress

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 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 struc-ture erected on said tract except the basement area may be block, provided said block are painted, plaster or covered with Property known as: 5146 Trackrock Camp Rd, Blairsville, GA 30512 The indebtedness secured by said Deed to The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law).

The property will be sold as the property of Jill C. Jurison and William J. Jurison subject to the following:

(2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and navable or not ver due and 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 Corporation, 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 nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is 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. Jurison 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

Our File No. 12-53053-1

GEORGIA, UNION COUNTY

NOTICE OF SALE UNDER POWER

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

Book 809, Page 630, Union County, Georgia Records, as last transferred to Generation 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 secure a Note of even date in the original principal arount of Six Hundred Nigoteen

www.penderlaw.com

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

iect to the following:

secure a wore or even user 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 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 Secu-rity Deed including, but not limited to, the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-

ALL THAT TRACT OR PARCEL OF LAND LYING 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 BANK DBA UNITED COMMUNITY MORTGAGE SERVICES DATED JULY 31, 2009, RECORDED AUGUST 10, 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 limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees, and all other payments provided for under the terms of the Security Deed and Said property will be sold subject to the said property will be soil 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 taxes. 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 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 possession 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 ILS. Bankruptcy Code and (2) to under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Agreement.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the Note secured by said Security Deed. The law firm listed below is acting as a debt collector. Any information obtained

amend, or modify all terms of the loan (al-though not required by law to do so) is: Lender Contact: Generation Mortgage Company, Loss Mit Department Lender Address: 3 Piedmont Center, 3565 Piedmont Road NE, Suite 300, Atlanta, GA 30305 Telephone Number: 866-733-6092 Attorney Contact: Dickenson Gilroy LLC, 3780 Mansell Road, Suite 140, Alpharetta, Georgia 30022 Telephone Number: (678) 317-0409 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. 950-07599947 Generation/ Woody, Bill

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 aforemen-tioned Security Agreement.

Generation Mortgage Company, as Attor-ney-in-Fact for, Bill B. Woody. The entity having full authority to negotiate,

By 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-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

COUNTY OF UNION

given 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; 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 lying 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 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 County records.
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 subdivision roads. 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, Georgia. The indebtedness secured by the Note has

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 property is Debtor, 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.
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

Corporation in its Capacity as Receiver for Bank of Hiawassee dated September 30, 2011 and recorded in Deed Book 888, Page 728, Union County, Georgia records,

Atlanta, Georgia 30363 (404) 873-8718

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 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 of survey by Blairsville Surveying Co., RS #2228, dated 1/12/94, revised 5/2/95 and recorded in Plat Book 33, Page 56 Illnin County Records which described described. 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 18, 1999, recorded in Plat Book 43, Page 184, Union County records, which descrip-tion on said plat incorporated herein by LESS AND EXCEPT:

> 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 Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. CA399-00CA4 N(Apr10,17,24,May1)B **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Vaughn Morris and Cathy Morris to Bank of Hiawassee dba Bank of

> the first Tuesday in May, 2013, the following described real property, to wit:
> ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 9TH DISTRICT, 1ST SECTION OF UNION COUNTY, GEORGIA, AND BEING A PART OF LAND LOT 275, AND BEING MORE PARTICILIARLY DESCRIBED AS ING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN LOCATED ON

THE SOUTHERN RIGHT OF WAY MARGIN OF

IRON PIN; THENCE N 20 45 E 148.0 FEET TO 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 SUB-JECT TO A BOUNDARY LINE AGREEMENT AS RECORDED IN DEED BOOK 229, PAGE 9, UNION COUNTY RECORDS. AND
ALL THAT TRACT OR PARCEL OF LAND LYING
AND BEING IN THE 9TH DISTRICT, 1ST SEC-TION, LAND LOT 241 OF UNION COUNTY, GA. AND BEING LOT 25 OF PINEY POINT SUB-DIVISION, 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 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 may have been further modified, renewed or amended, collectively "Note 1"); and a Renewal Note dated July 7, 2006 from Yaughn 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, col-

until paid, and other indebtedness.

Default has occurred and continues unde

reason of this default, the Security Deed has been declared foreclosable according to its terms. 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, at-torneys' 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 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 Morris and Cathy Morris. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 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 WILLIAM F. MOORE, III and LINDA S. MOORE to UNITED COMMUNITY BANK, dated September 24 0007.

easement for the use of the subdivision road for ingress and egress to the above described property.

The debt secured by said Security Deed

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any said property will be soul 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 Deed first set out above. 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03469

described property to secure a Note in the original principal amount of \$201,000.00, with interest thereon as set forth therein,

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

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, Georgia records, as last modified by Modi-fication 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

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

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 easend powerline easement as shown on 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. 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 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,

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 As-

and Assumption Agreement and Master As-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 un-dersigned 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

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 DIREC-TION 108 FEET, MORE OR LESS, TO AN IRON PIN; THENCE N 83 00 W 218.0 FEET TO AN

the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By

division, 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 is incorporated herein, by reference hereto, for a full and complete description of the above described property.

Also conveyed is a non-exclusive perpetual

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 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, 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 plat of survey by Rochester & Associates, Inc., 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. The improvements thereon being common-ly 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 departed 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,

if any. 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

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER Under and by virtue of the Power of Sale

contained in a Security Deed given by Lois Ann Wright toFinancial Freedom Senior Funding Corporation, a Subsidiary of Indy-

Mac 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, trans-ferred and conveyed to OneWest Bank, FSB by Assignment conveying the after-

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 pos-session 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 yet due and payable), the right of redemp-tion 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 confirma-tion and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation of the audit of the status of the loan as provided immediately above. The debt secured by said Security Deed 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. irsuant 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) 2, 2008 in the original principal amount of Two Hundred Eleven Thousand Six Hundred Sixty Four and 00/100 (\$211,664.00) Dol-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 OneWest Bank, FSB as Attorney in Fact for Lois Ann Wright McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News

> BE USED FOR THAT PURPOSE. STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER BY VIRTUE of the Power of Sale contained in that certain Security Deed given by DAVID E. JOHNSON AND LAURA WARD JOHNSON E. JOHNSON AND LAUTH WARD JOHNSON 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 un-dersigned at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013 (May 7, 2013), the following described property: All that tract or parcel of land ly-ing 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, and recorded in Union County, Georgia records 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. 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 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 attor-ney's fees (notice of intent to collect attor-ney's fees having been given.) Said prop-erty is commonly known as 7382 Deer Run erty 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 tenants. Said property will be sold subject to: (a) any outstanding ad valorem taxes (in-cluding 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 assess-

ments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Secu-

Publication Dates: 04-09-2013, 04-16-2013, 04-23-2013, 04-30-2013 File No. 13-01153 /RMFNMA/wmorgan

THIS LAW FIRM IS ACTING AS A DEBT COL-

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

rity 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 Attorney-in-Fact for David E. Johnson and Laura Ward Johnson. Woodside & Boemanns, P.C. 45 Merchants Walk, Suite #5, Blairsville, Georgia 30512 PHONE: (706) 745-2142 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 COMMUNITY BANK, dated March 8, 2013, recorded March 11, 2013, in Deed Book 933, Page 172, Union County, Georgia records; there will be sold by the undersigned at 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 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 more or less, as shown on a plat of survey by Owenby Land Surveying, Inc., dated April 11, 2006, and recorded in Union County Records 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-exclusive 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 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 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 responsibilities that have accrued prior to the

sponsibilities 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 lectively "Note 2") ("Note 1" and "Note 2" collectively referred to as the "Note"); plus for any other reason Grantee hereby declares its present inten-tion to hold said rights described above interest from date on the unpaid balance and transferred by grantor herein, if any, solely for the transfer of said rights to another person or entity, provided, that in the the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of 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. 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 (706) 878-0033 File No. AHC5-7 N(Apr10,17,24,May1)B 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 tember 14, 2007, recorded September 18, 2007, in Deed Book 727, Page 384, Unior County, Georgia records, as last modified Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to by Modification of Security Deed dated June 15, 2011, recorded in Deed Book 870, Page 701, Union County, Georgia records, make immediate payment to the Personal Representative(s). This 1st day of April, 2013. said Security Deed being given to secure a Note from WILLIAM F. MOORE, III and LINDA S. MOORE dated June 15, 2011, in By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 the original principal amount of Seventy Seven Thousand Four Hundred Fifty Seven and 00/100 (\$77,457.00) Dollars; said Se-Blairsville, GA 30512 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) STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER Dollars, with interest from date at a rate per cent per annum on the unpaid balance unti 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 COMMUNITY BANK, dated March 8, 2013, recorded March 11, 2013, in Deed Book 933,
Page 185, 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 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 the 10th District, 1st Section, Land Lot 293 of Union County, Georgia, and being Lot 39 and Lot 40 of Eagle's Nest Subditions of both 1988 of Supression 1988. 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 on plat of survey by T. Kirby and Associates. Inc., dated December 13, 2006, and

> 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 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 706, Page 142 and Deed Book 710, Page 361, 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 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 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

ates, Inc., dated December 13, 2006, and recorded in Union County Records in Plat Book 59, Pages 245-250. Said plat is incor-

ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Deed first set out above.

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

UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 5, LLC lohn () Possiontes. John C. Pennington P.O. Box 275 Helen, GA 30545 (706) 878-0033 File No. AHC5-6

opposite station 105+02.84 on said center-line; thence southeasterly along a straight line back to the point of BEGINNING. Said described land being a permanent ease-ment for the construction and maintenance of slopes and is shown colored green on the attached plats marked Annex 1-A. The title, estate, or interest in the above described lands, required by condemnor and now taken by condemnor for public use is as follows: Fee simple title to the above de-scribed lands as shown colored yellow on the plats dated 8th day of June, 2011: Last Revised: Sheet Nos. 2, 3 and 5 on August 1, 2012 and attached to Appendix "A" to Ex-hibit "A" as Annex 1-A. A permanent easement is condemned for the right to construct and maintain a slope to connect the newly constructed road and right of way to the condemnees remaining lands and is shown colored green on the attached plats marked Annex 1-A.

NOTICE TO DEBTORS 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 N(Apr3.10.17.24)B

NOTICE OF 2ND DUI CONVICTION Offense Location: Jones Cr Rd/E V Farm Rd Under and by virtue of the power of sale contained in a Security Deed from HUBERT 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

Georgia, and being Lots 1, 2, 3, 6, 7 and 8 of 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 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 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 ac-ceptance 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, 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 of this sale as provided in the Security Deed

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. 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

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 property. 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, rison and William J. Jurison the following

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

Union County Records.

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 (706) 878-0033 File No. AHC5-4

described property:
All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot
275, of Union County, Georgia, and being
further identified as Parsonage Union Circuit, as shown on plat of survey by Clyde N. Mize, Reg. Surveyor #1325, dated Janu-ary 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 accurate description of the above conveyed property, and being further described as follows: 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 of way of U.S. Highway 19, thence along the right of way S 70 55 E 222.6 feet to the point of beginning. Grantors also grant to grantee a non-exclusive perpetual easement for the use of the

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, 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 hidder 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

made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees (notice of intent to 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

scribed 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

a part of this deed by reference thereto for a more complete description of the above

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 app ing 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 Survivor-ship dated the 9th day of March, 2001, said deed being rrecorded in Deed Book 366, Page 627, in the Office of the Clerk of the Superior Court for Union County, Georgia. Said property is known as 1760 Jones Creek Road, Blairsville, GA 30512, together with all fixtures and personal property at-tached to and constituting a part of said property, if any.

Said property will be sold subject to any outstanding and 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. 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 proceeds of said sale will be applied to the newest of said indebtdees and all.

Attorneys and Counselors at Law 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.