# **North Georgia News**

## Legal Notices for June 11, 2014

## STATE OF GEORGIA

NATIC OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Wofford Kimsey Kelley, All debtors and creditors of the estate of Wof-

tate are required to make immedia to the Personal Representative(s). This 12th day of May, 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(May21,28,Jun4,11)B

# NOTICE OF 2ND DUI CONVICTION UNION COUNTY PROBATE COURT Convicted Person: Eric Christopher Martin

Offense Date: 3/21/2014

Offense Location: Gibbs Road / 419 Gibbs Road

Orrense Location: Globs Road / 419 Globs Road (Balisville, GA) Case Disposition: \$2010 Fine, 12 Months Pro-bation, 30 Days of Community Service, 72 Hours in County Jail, Submit to Clinical Evalua-tion, Risk Reduction School (DUI Program).

# NOTICE OF 2ND DUI CONVICTION UNION COUNTY PROBATE COURT Convicted Person: Donna Burrell Offense Date: 3/31/2014

Offense Location: Loving Road @ John Smith Road (Blairsville, GA) Case Disposition: \$2010 Fine, 12 Months Pro-bation, 30 Days of Community Service, 72 Hours in County Jail, Submit to Clinical Evalua-tices Dick Deduction Colonal (DUB Monerent) tion, Risk Reduction School (DUI Program). N(Jun11)B

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Eugene George Stark All debtors and creditors of the estate of Eu-gene George Stark, 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 the law and all persons indebted to said esthe law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).

This 30th day of May, 2014 By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS NOTICE TO DEBTORS AND CREDITORS RE: Estate of Garland Charles Griffin All debtors and creditors of the estate of Gar-land Charles Griffin, 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 the law, and all persons indebted to said es-tate are required to make immediate payment to the Personal Representative(s). This 30th day of May, 2014. By: Kristin Stanley,

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

N(Jun4,11,18,25)B STATE OF GEORGIA

#### UNION COUNTY

UNION COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Royna Mae Cobb, All debtors and creditors of the estate of Royna Mae Cobb, 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 Representative(s) of the estate, according to the law, and all persons indebted to said es-tate are required to make immediate payment to the Personal Representative(s). Due vicitit Complexity 2014.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jun4,11,18,25)B

## STATE OF GEORGIA

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Mark James Patterson, All debtors and creditors of the estate of Mark James Patterson, 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 the law, and all persons indebted to said es-tate are required to make immediate payment to the Personal Representative(s). This 19th day of May, 2014. This 19th day of May. 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Jun4.11.18.25)B

### STATE OF GEORGIA UNION COUNTY

NOTICE TO DEBTORS AND CREDITORS RE: Estate of Walter G. Campbell Jr. All debtors and creditors of the estate of Wal-ter G. Campbell Jr., deceased, late of Union County, Georgia, are hereby notified to render

#### NOTICE TO THE PUBLIC

NOTICE TO THE PUBLIC YOU ARE HEREBY NOTIFIED that on the 19th day of June, 2014, at 9:00 A.M., at the Union County Courthouse in the City of Blairsville, Georgia, the presiding Judge of the Superior Court of Union County will hear the case of the STATE OF GEORGIA, Plaintiff, v. Development Author-ity of Union County and Atlanta Area Council, Inc., Boy Scouts of America, Defendants, Civil Action File No. 14-CV-274-SG, in the Superior Court of Union County, the same being a pro-Action File No. 14-07-274-50, in the Superior Court of Union County, the same being a pro-ceeding to confirm and validate a Development Authority of Union County Refunding Revenue Bond (Atlanta Area Council, Inc., Boy Scouts of America Project), Series 2014 (the "Bond"), in the principal amount of \$3,210,000. The Bond is to be iscued by the Development Authority the principal amount of \$3,210,000. The Bond is to be issued by the Development Authority of Union County (the "Issuer") for the purpose of refunding all of the Development Authority of Union County Refunding Revenue Bond (At-lanta Area Council, Inc., Boy Scouts of America Project), Series 2010 (the "Series 2010 Bond"), currently outstanding in the aggregate prin-cipal amount of \$3,210,000, the proceeds of which were applied to finance or refinance the acquisition, construction and equipping of capital improvements to Camp Woodruff located in Union County, Georgia. The Series 2010 Bond will be refunded by the Issuer for the benefit of Atlanta Area Council, Inc., Boy the benefit of Atlanta Area Council, Inc., Boy Scouts of America, a Georgia nonprofit corpo-ration (the "Company"), pursuant to a Facilities Financing Agreement, to be dated as of June 1, 2014 (the "Agreement"). In said proceeding the Court will also pass upon the validity of the Agreement and a Piedon and Accient the Agreement and a Pledge and Assignment in connection therewith.

The Agreement and a Pledge and Assignment in connection therewith. The Bond will not constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia or any political subdivision thereof, including Union County, Georgia, but will constitute a limited obligation of the Issuer and will be payable solely from amounts owing from the Company pursuant to the Agreement and specific property assigned and pledged to the payment thereof. Neither the State of Georgia, nor any political subdivision thereof, including Union County, Georgia, shall be sub-ject to any property of the Issuer, said State or said County other than amounts owing from the Company pursuant to the Agreement from the Company pursuant to the Agreement assigned and pledged to the payment thereof. No owner of the Bond shall ever have the right to compel the exercise of the taxing power of said State or said County to pay the same or the interest thereon. Any citizen of the State of Georgia residing

in Union County, Georgia, or any other person wherever residing who has a right to object, may intervene and become a party to this pro-

ceeding. The ISSUER will not conduct any performance audit or performance review with respect to the Bond as such terms are described in Sec-tion 36-82-100, Official Code of Georgia An-

notated. This 30th day of May, 2014. Judy L. Odom Clerk, Superior Court, Union County, Georgia

NOTICE OF SALE Notice is given that Gumlog Storage will sell the contents of rental unit #17, said contents the contents or rental unit #17, said contents belonging to Tony Bittenbinder, said sale shall take place on Saturday, June 21, 2014 at 9am outside the Gumlog Storage Units located at the intersection of 129N (Murphy Hwy) and Gumlog Road, Blairsville, Georgia. N(Jun4,11)P

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF UNION

Under and by virtue of the power of sale con bilder and by vinde of vinde of view power of sale com-tained in that certain Security Deed from Lon Dillard ("Grantor"), to and in favor of United Community Bank, dated July 24, 2009 and recorded in Deed Book 809, Page 357, Union County, Georgia records, (the "Security Deed"), as transferred to Asset Holding Company 5, LLC by that certain Assignment of Deed to Secure Debt recorded in Deed Book 843, Page 133, aforesaid records, as transferred to Great Oak Pool I LLC by that certain UCC transfer Statement recorded in Deed Book 857, Page 560, aforesaid records, as to be assigned to Great Oak GA Owner LLC ("Lender") by that certain Assignment of Security Deed and Other Loan Documents to be recorded in aforesaid records, securing that certain Promissory Note dated July 24, 2009, in the original principal amount of \$101,497.00, as amended, renewed, modified or otherwise restated (collectively. tained in that certain Security Deed from Lon amount of \$101,497.00, as amenaea, renewea, modified or otherwise restated (collectively, the "Note"); there will be sold at public out-cry by Lender as attorney-in-fact of Grantor to the highest bidder for cash between the legal hours for sale before the Courthouse door in Union County, Georgia, on the first Tuesday in July, 2014, the following described property (the "Premises") to wit:

July, 2014, the following described property (the "Premises") to wit: All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 60, of Union County, Georgia, and being further iden-tified as Lot 17, containing 1.133 acre more or less, and Lot 19, containing 1.022 acre more or less, of Choestoe Valley View Subdivision, as shown on a plat of survey by Rochester and Associates, Inc., dated August 19, 2003, and recorded in Union County, Georgia records in Plat Book 55, at Page 328. Said plat is incorpo-rated into this instrument by reference hereto rated into this instrument by reference hereto for a complete and accurate description of the

NOTICE OF SALE UNDER POWER

REFIGURE OF STATE ON DEAT FOR THE OF STATE OF ST THAT PURPOSE.

THAT PURPOSE. Under and by virtue of the Power of Sale con-tained in a Security Deed given by Donald Clark Wintermute to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR INDYMAC BANK, FS.B., A FEDERALLY CHARTERED SAVINGS BANK, dated August 09, CONTRACT, SALE AUGUST, SA 2005, recorded in Deed Book 596, Page 493, Union County, Georgia records, as last trans-ferred to DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR INDYMAC INDB MORTGAGE LOAN TRUST 2005-1, MORTGAGE PASS-THROUGH CERTIFICATES SERIES INDB 2005 1. bu concurrent tancadade ta ba ar 2005-1 by assignment recorded or to be re-corded, Union County, Georgia records convey-ing the after-described property to secure a Note in the original principal amount of EIGHTY THREE THOUSAND AND NO/100THS DOLLARS (622 QOD 0) with interact thereare a cart farth (\$3,000.00); with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia, within the legal hours of sale on the first Tuesday in July, 2014 the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND REIMC IN THE GTH DISTRICT 15 SEFTION ALÍ THAT TRACT OR PÁRCEL OF LÁND LÝING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOT 80 OF UNION COUNTY, GEORGIA, CONTAINING 0.84 ACRE, MORE OR LESS, AND BEING LOT #7 OF THE FOOTHILLS, AS SHOWN ON PLAT OF SURVEY BY TIMOTHY PRESCOTT CABLE, GEORGIA R.L.S. #2582, OF TIM CABLE SURVEYING, DATED FEBRUARY 1, 2000 AND RECORDED SEPTEMBER 14, 2000 IN PLAT BOOK 46, PAGE 110, UNION COUNTY, GEOR-GIA RECORDES. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE-DESCRIBED PROPERTY. 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 Secu-The the manner provided in the Note and secu-rity beed. 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 attor-ney's fees (notice of intent to collect attorney's fees (notice of intent to collect attorney's fees having been given).

rees naving been given). Said property will be sold subject to any out-standing 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 prop-erty, any assessments, liens, encumbrances, paining or disappear verticities

etc), any assessments, terts, terts, terts, terts, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing ULC Attraction, Marco Decembract. With the debtor is: Ucwen Loan Servicing LLC, Attention: Home Retention Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Fax 407-737-5693. Please understand that the secured creditor is not required by law to negotiate, amend, or modify

the terms of the mortgage instrument. To the best knowledge and belief of the under-signed, the parties in possession of the prop-erty are Donald Clark Wintermute or a tenant or tenants and said property is more common-ly known as 5335 Foothills Trail, Blairsville, GA

30512. 30512. The sale will be conducted subject (1) to con-firmation that the sale is not prohibited under the U.S. Bankrupty Code and (2) to final con-firmation and audit of the status of the loan with the holder of the security deed. DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUETE FED INFORMAC INDE MODIFICATE

AS TRUSTEE FOR INDYMAC INDB MORTGAGE LOAN TRUST 2005-1,MORTGAGE PASS-THROUGH CERTIFICATES SERIES INDB 2005-1 LOAN As Attorney in Fact for Donald Clark Wintermute

Weissman, Nowack, Curry & Wilco, PC Attn: Ocwen Team One Alliance Center 3500 Lenox Road Atlanta, GA 30326 (866) 357-8501 Our File# 020361

## N(Jun4,11,18,25)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR

THAT PURPOSE. Under and by virtue of the Power of Sale con-tained in a Security Deed given by Herbert Ernst to MORTGAGE ELECTRONIC REGISTRA-TION SYSTEMS, INC. AS NOMINEE FOR AMERI-CAN BROKERS CONDUIT, dated April 17, 2007, recorded in Deed Book 704, Page 98, Union County, Georgia records, as last transferred to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSET TRUST 2007-4 by assignment recorded or to be recorded, Union County, Georgia re-cords conveying the after-described prop-THAT PURPOSE. or to be recorded, binor tourity, debigrate-cords conveying the after-described prop-erty to secure a Note in the original principal amount of ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00); with in-terest thereon as set forth therein, there will be called toublic status to the bindred bindred 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 July, 2014 the following

described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 10TH DISTRICT, 1ST SECTION, LAND LOT 84 OF UNION COUNTY, GEORGIA, AND BEING LOT 1 OF STONEBRIDGE DEVELOPMENT. BEING LOT 1 OF STONEBRIDGE DEVELOPMENT, CONTAINING 0.82 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY BLAIRSVILLE SURVEYING CO., DATED OCTOBER 23, 1992, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 27, PAGE 188. SAID PLAT IS IN-CORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. ALSO CONVEYED IS A NON-EXCLUSIVE PER-PETUAL EASEMENT FOR THE USE OF THE SUB-DIVISION ROAD FOR INGRESS AND EGRESS TO **DIVISION ROAD FOR INGRESS AND EGRESS TO** DIVISION ROAD FOR INGRESS AND ECRESS TO THE ABOVE DESCRIBED PROPERTY. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's ney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any out-standing 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 prop-erty, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage ameno, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LLC, Attention: Home Retention Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Fax 407-737-5693. Please understand that the secured creditor is not required by law to negotiate, amend, or modify To the best knowledge and belief of the under-signed, the parties in possession of the prop-erty are Herbert Ernst or a tenant or tenants and said property is more commonly known as 44 Miller Cove Branch Rd, Blairsville, GA 30512. The sale will be conducted subject (1) to conthe U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the holder of the security deed. DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSET TRUST 2007-4 As Attorney in Fact for Herbert Ernst Weissman, Nowack, Curry & Wilco, PC Attn: Ocwen Team **One Alliance Center** 3500 Lenox Road Atlanta, GA 30326 (866) 357-8501 Our File# 019202 N(Jun4,11,18,25)B

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Bran-don Scott Armstrong to Mortgage Electronic Registration Systems, Inc., as nominee for Unity Community Mortgage Services, Inc., its successors and assigns, dated March 4, 2010, recorded in Deed Book 827, Page 518, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 969, Page 246, Union County, Georgia Records, conveying the after-described property to secure a Note assignment recorded in Deed Book 969, Page 246, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUN-DRED SIXTY-FIVE THOUSAND TWO HUNDRED FORTY AND 0/100 DOLLARS (\$165,240.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alterna-tive, within the legal hours of sale on the first Tuesday in July, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the in-debtedness as and when due and in the man-ner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes 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 inspec-tion of the property, any assessments, liens, encumbrances, zoning, ordinances, restricencumbrances, zoning ordinances, restric-tions, covenants, and matters of record supe-JPMorgan Chase Bank, N.A. is the holder of the Security Deed first set out above. JPMorgan Chase Bank, N.A. is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. To the best knowledge and belief of the undersigned, the party in possession of the property is Brandon Scott Armstrong or a tenant or tenants and said property is more com-monly known as 25 Sawbriar Lane, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed of the loan With the holder of the security deed. JPMorgan Chase Bank, N.A. as Attorney in Fact for Brandon Scott Armstrong McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotine.net MR/lee 7/1/14 Our file no. 5228814-FT3 EXHIBIT "A" 7/1/14 Our file no. 5228814-FT3 EXHIBIT "A" All that tract or parcel of land lying and be-ing in Land Lot 233 and 236, 8th District, 1st Section, Union County, Georgia, and being Lot Eleven (11), containing 1.040 acres, as shown on a plat of survey for Mystic Ridge Subdivi-sion, Cleveland & Cox Land Surveying, LLC, Robert S. Cleveland, G.R.L.S. 2894, dated July 24, 2006, and filed of record March 1, 2007 in Plat Book 59, Pages 188-191 in the Office of the Clerk of Superior Court, Union County, Georgia. Said is incorporated herein, by refer-ence hereto, for a full and complete descrip-tion of the above property. Grantor grants to tion of the above property. Grantor grants to Grantee the right to use the subdivision roads as shown on that certain plat of survey for Mystic Ridge Subdivision, dated July 24, 2006, and filed of record March 1, 2007 in Plat Book 59, Pages 188-191 in the Office of the Clerk of Survey Level Lision Courts, Courts, Courts, Courts Superior Court, Union County, Georgia. Granton also grants to Grantee an easement across the also grants to Grantee an easement across the above described property as shown on that plat of survey for Mystic Ridge Subdivision, dated November 28, 2007 and filed of record November 28, 2007 in the Plat Book 60, Page 173 in the Office of the Clerk of Superior Court, Union County, Georgia. MR/lee 7/1/14 Our file no. 5228814 - FT3 Numed 11: 298

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale con-tained in a Security Deed from FRANK R. MILL-ER, JR. to Appalachian Community Bank dated August 23, 2007, recorded August 31, 2007, in Deed Book 725, Page 237, Union County, Georgia records, as transferred to Community & Southern Bank pursuant to that certain Pur-chase and Assumption Agreement dated as of March 10, 2010, bu and anone Community. March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Commu-nity Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Dead Book 625 Dear 2014 Micine County Bo in Deed Book 835, Page 291, Union County Records; said Security Deed modified by Modifi-cation Agreement from and FRANK R. MILLER, JR. and LINDA DARLEEN LEE dated December 2000 7, 2012, recorded in Deed Book 925, Page 650, Union County, Georgia records, said Security Deed being given to secure a Note from FRANK R. MILLER and LINDA D. LEE dated Decmeber 7, 2012 in the original principal amount of Sixty Two Thousand Four Hundred Forty One and 4/100 (\$62,441.44) Dollars, with interest from date at a rate per cent per annum on the trom date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in July, 2014, the following deposited represent:

following described property: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 80, of Union County, Georgia, containing 21.32 acres more or less, as shown on a plat of survey by M. E. Richards, Union County, Georgia Land Surveyer dated lung 3 1985, and recorded in Surveyor, dated June 3, 1985, and recorded in Union County, Georgia records in Plat Book P, Page 168. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property. Also conveyed is a non-exclusive perpetual

easement for the use of subdivision roads for ingress and egress to the above described property. LESS AND EXCEPT:

All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 80, of Union County, Georgia, containing 1.45 acre more or less, being further identified as Tract "A", and containing 4.24 acres more or less, being further identified as Tract "B", as shown on a plat of survey by Blairsville Surveying Co., dated October 29, 1993 and last revised March 5, 2000, and executed in Union County Cost 25, 2003, and recorded in Union County, Geor-gia records in Plat Book 51, Page 172. Said plat is incorporated into this instrument by refer-ence hereto for a complete and accurate de-scription of the above conveyed property.

Subject to the reservation of ingress and egress by Fred L. Miller, his heirs or assigns as recorded in Union County, Georgia records in Deed Book 138, Page 243. Also conveyed is a nonexclusive perpetual easement for ingress and egress to the above described report.

easement 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 Secu-rity Deed. The debt remaining in default, this cals will be made for the number of naving the

rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property will be sold subject to any out-standing 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 prop-erty, any assessments, liens, easements, en-cumbrances, zoning ordinances, restrictions. cumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to

To the best knowledge and belief of the under-signed, the party in possession of the property is FRANK R. MILLER, JR. and LINDA DARLEEN

LEE or a tenant or tenants. COMMUNITY & SOUTHERN BANK, as attorney in Fact for FRANK R. MILLER, JR. and LINDA DARLEEN LEE

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

S20 West Wall Super Blue Ridge, Georgia 30513 (706) 632-7923 File No. CO608-00528 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jun4,11,18,25)B

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale con-tained in a Security Deed from ROBERT BON-NETTE to UNITED COMMUNITY BANK, dated April 10, 2007, recorded April 11, 2007, in Deed Book 702, Page 313, Union County, Georgia records, as last modified by Modification of Security Deed dated June 13, 2013, recorded in Deed Book 954, Page 467, Union County, Georgia records, said Security Deed being giv-en to secure a Note from ROBERT BONNETTE dated June 13, 2013, in the original principal amount of Three Hundred Sixty Nine Thou-sand Five Hundred Eighty Three and 85/100 sand Five Hundred Eighty Three and 85/100 (\$369,583.85) Dollars, with interest from date ance until paid; there will be sold by the under-signed 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 July, 2014, the following described property: All that tract or parcel of land lying and be-ing in Land Lots 124 & 125, 10th District, 1st Section, Union County, Georgia, containing 3.18 acres and being shown as Lot Seventeen (17) of Chestnut Mountain on a plat of survey (17) of Chestnut Mountain, on a plat of survey by Blue Ridge Mountain, Surveying, Inc., RS #3007, dated 12/12/05 and recorded in Plat Book 58 Pages 99-100 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 easements as shown on said plat. The property is subject to the restrictions recorded in Deed Book 642 Pages 145-149 Union County records. The property is subject to an easement to Blue Ridge Mountain EMC recorded in Deed Book 192 Deen 104 Union County records.

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

Under and by virtue of the power of sale con-tained in that certain Security Deed from Lon tained in that certain Security been from Lon Dillard ("Grantor"), to and in favor of United Community Bank, dated September 18, 2002 and recorded in Deed Book 433, Page 53, Union County, Georgia records, as modified by that certain Modification of Security Deed dated August 5, 2004, recorded in Deed Book 540, August 5, 2004, records and re-recorded in Deed Book 596, Page 456, aforesaid re-recorded in Deed Book 596, Page 456, aforesaid records, as further modified by that certain Modifica-tion of Security Deed dated August 5, 2005 and recorded in Deed Book 598, Page 675, aforesaid records, as further modified by that certain Modification of Security. Deed dated aforesaid records, as further modified by that certain Modification of Security Deed dated August 5, 2006 and recorded in Deed Book 664, Page 189, aforesaid records, as further modified by that certain Modification of Se-curity Deed dated November 22, 2006 and re-corded in Deed Book 680, Page 186, aforesaid records, as further modified by that certain Modification of Security Deed dated December 12, 2006 and recorded in Deed Book 685, Page 229, aforesaid records, as further modified by that certain Modification of Security Deed dated March 12, 2007 and recorded in Deed 229, altotesau records, as in the mountee by that certain Modification of Security Deed dated March 12, 2007 and recorded in Deed Book 697, Page 10, aforesaid records, as fur-ther modified by that certain Modification of Security Deed dated August 20, 2008 and re-corded in Deed Book 733, Page 717, aforesaid records, as further modified by that certain Modification of Security Deed dated November 22, 2007 and recorded in Deed Book 739, Page 435, aforesaid records, as further modified by that certain Modification of Security Deed dated January 11, 2008 and recorded in Deed Book 745, Page 42, aforesaid records, as fur-ther modified by that certain Modification Security Deed dated March 12, 2008 and re-corded in Deed Book 753, Page 706, aforesaid records, as further modified by that certain Modification of Security Deed dated January 21, 2008 and recorded in Deed Book 784, Page 743, aforesaid records, as further modified by that certain Modification of Security Deed Book 798, Page 576, aforesaid records, as further modified by that certain Modification of Security Deed dated August 19, 2009, re-corded in Deed Book 814, Page 493, aforesaid records and re-recorded in Deed Book 815, Page 196, aforesaid records (collectively, the "Security Deed to Secure Debt recorded in Deed Book 970, Page 383, aforesaid records, as transferred to Great Oak Pool 1 LLC by that certain UCC Transfer Statement recorded in Deed Book 957, Page 560, aforesaid records, as to be assigned to Great Oak KoA Owner LLC ("Lender") by that certain Adaments to be courity Deed and ther Loan Documents to be dated March 12, 2007 and recorded in Deed curity Deed and Other Loan Documents to be recorded in aforesaid records, securing that certain promissory note dated September 18, 2002, in the original principal amount of \$201,029.00, as a mended, renewed, modi-fied or otherwise restated (collectively, the "Note"); there will be sold at public outcry by Lender as attorney-in-fact of Grantor to the highest bidder for cash between the legal hours for sale before the Courthouse door in Union County, Georgia, on the first Tuesday in July, 2014, the following described property (the "Premises") to wit: All that tract or parcel of land lying and becurity Deed and Other Loan Documents to be

(the "Premises") to wit: All that tract or parcel of land lying and be-ing in the 11th District, 1st Section, Land Lot 509 of Union County, Georgia, containing 10.249 acres, more or less, and being Tract 7B as shown on a plat of survey by Rochester & Associates, Inc., dated August 26, 1999 and recorded in Union County Records in Plat Book 50, Page 41. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. If and as modified and released as shown in the first paragraph above;

the first paragraph above; FURTHER LESS AND EXCEPT that property, if

the first paragraph above; FURTHER LESS AND EXCEPT that property, if any, released of record; TOGETHER WITH ANY AND ALL of the following; (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertain-ing thereto and the reversion and reversions, remainder or remainders thereof; (iii) all rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, struc-tures or improvements now or hereafter locat-ed thereon, including without limitation all ac-counts and contract rights in and to all leases or undertakings to lease now or hereafter af-fecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flow-ers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereon, (vi) all extexes, rights, title and interests emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereot; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the build-ings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all thereto and replacements thereof: and (viii) all building materials, supplies, goods and equip-ment delivered thereto and placed thereon for

the purpose of being affixed to or installed or incorporated or otherwise used in the build-ings, structures or other improvements now or

hereafter located thereon or any part or parcel

The indebtedness evidenced by the Note is due and payable and remains unpaid. The Security Deed therefore has become and is now foreclosable according to its terms. Ac-cordingly, the Premises will be sold at public

cordingly, the Premises will be sold at public outcry pursuant to the terms of the power of sale provided in the Security Deed. The Premises will be sold on an "as is, where is" basis without recourse against Lender and without representation or warranty of any kind

or nature whatsoever by Lender with respect

The proceeds of the sale are to be applied first to the expenses of the sale and all pro-ceedings in connection therewith, including attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the

automays rees having been given, the becurve payment of all sums secured by the Security beed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Constant while the difference of the period of the period.

Grantor, subject to all restrictions, easements

and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Premises. The entity that has full authority to negotiate, mend and medik ull taxes of the mechanic

amend, and modify all terms of the mortgage with the debtor is: Great Oak GA Owner LLC, Edward Wacker, 1591 Hayley Lane, Suite 102, Ft. Myers, FL 33907; (239) 288-4454. Please understand that the secured creditor is not

required by law to negotiate, amend, or modify

To the best knowledge and belief of the under-signed, the party in possession of the Prem-ises is Grantor or a tenant or tenants and said property is more commonly known as Tract 7B, Land Lot 509 Gaddistown Road, Suches, GA.

Great Oak GA Owner LLC as Attorney-in-Fact for Lon Dillard

Roswell, Georgia 30076 (678) 281-6503

STATE OF GEORGIA

**COUNTY OF UNION** 

N(Jun4,11,18,25)B

Lisa A. Frank, Esq. McCalla Raymer, LLC 900 Holcomb Woods Parkway

NOTICE OF SALE UNDER POWER

**COUNTY OF UNION** Under and by virtue of the power of sale con-tained in that certain Security Deed from Lon Dillard ("Grantor"), to and in favor of United Community Bank, dated May 23, 2008 and recorded in Deed Book 762, Page 434, Union County, Georgia records, as modified by that certain Modification of Security Deed dated December 26, 2008 and recorded in Deed Book 785, Page 176, aforesaid records, as further modified by that certain Modification of Security Deed dated March 12, 2009 and re-corded in Deed Book 798, Page 582, aforesaid

of Security Deed dated March 12, 2009 and re-corded in Deed Book 798, Page 582, aforesaid records (collectively, the "Security Deed"), as transferred to Asset Holding Company 5, LLC by that certain Assignment of Deed to Secure Debt recorded in Deed Book 843, Page 118, aforesaid records, as transferred to Great Oak Pool I LLC by that certain UCC Transfer State-ment recorded in Deed Book 957, Page 560, aforesaid records, as to be assigned to Great Oak GA Owner LLC ("Lender") by that certain Assignment of Security Deed and Other Loan Documents to be recorded in aforesaid re-cords, securing that certain promissory note

Documents to be recorded in aforesaid re-cords, securing that certain promissory note dated May 23, 2008, in the original principal amount of \$255,393.50, as amended, renewed, modified or otherwise restated (collectively, the "Note"); there will be sold at public out-cry by Lender as attorney-in-fact of Grantor to the highest bidder for cash between the legal hours for sale before the Courthouse door in Union County, Georgia, on the first Tuesday in July, 2014, the following described property (the "Premises") to wit:

'Premises") to wit:

property.

property.

(the "Premises") to wit: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 127, of Union County, Georgia, containing 0.976 acre more or less, and being further identi-fied as Lot 20 of Fortenberry Creek Retreat, as shown on a plat of survey by Rochester and Associates, Inc., dated October 3, 1997 and revised March 31, 1998, and recorded in Union County, Georgia records in Plat Book 40, Page 111. Said plat is incorporated into this instru-ment by reference hereto for a complete and accurate description of the above conveyed property.

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

If and as modified and released as shown in

the first paragraph above; FURTHER LESS AND EXCEPT that property, if

(i) all buildings, structures and improvements now or hereafter located on the real property

or on any part or parcel thereof and all fixtures or on any part or parcel theretor and all instruires affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunt or in any wise appertain-ing thereto and the reversion and reversions,

remainder or remainders thereof; (iii) all rents

remainder or remainders thereor; (iii) all reins accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, struc-tures or improvements now or hereafter locat-

ed thereon, including without limitation all ac-

ed thereon, including without limitation all ac-counts and contract rights in and to all leases or undertakings to lease now or hereafter af-fecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flow-ers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon

thereof:

thereto.

STATE OF GEORGIA

STATE OF GEORGIA COUNTY OF UNION Because of a default in the payment of the indebtedness secured by a Security Deed executed by Wendy Callaway and Michael C. Callaway, Jr. to Mortgage Electronic Registra-Canaway, J. to Mortgage Electronic negistra-tion Systems, Inc. as nominee for Americas First Home Mortgage Co. dated August 25, 2005, and recorded in Deed Book 601, Page 75, Union County Records, said Security Deed hav-ing been last sold, assigned, transferred and conveyed to Wells Fargo Bank, N.A. by Assign-ment securing a Note in the optimal principal ment, securing a Note in the original principal amount of \$83,500.00, the holder thereof pur-suant 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 hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said

Deed, to-wit: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 234 acres, more or less, and being more particu-larly described as follows: BEGINNING at the intersection of the West right of way of Guffey Valley Road and the North right of way of Old particu Sanokey Road; thence following the North right of way of Old Smokey Road five (5) courses and distances, S 85 26 37 W 59.16 feet, S 82 02 42 W 49.17 feet S 79 19 19 W 63.38 feet, S 78 42 50 W 45.53 feet, S 78 09 02 W 10.34 feet; thence N 08 25 51 W 120.31 feet; thence N 17 24 07 W 09 60 feet, thence S 40 56 21 N 17 24 27 W 99.69 feet; thence S 84 35 21 E 274.06 feet to the West right of way of Guffey Valley Road; thence following the West right of way of Guffey Valley Road two (2) courses and distances, S 00 00 25 E 63.22 feet, S 00 25 00 W 90.79 feet to the point of beginning. Subject to a roadway easement as shown on the plat. Said property is known as 41 Hudson Queen Drive fka 1430 Hudson Queen Drive, Blairsville, GA 30512, together with all fixtures and per-sonal property attached to and constituting a part of said property, if any. Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any tax-ing authority, any matters which might be dis-closed by an accurate survey and inspection 90.79 feet to the point of beginning. Subject to Ing autorny, any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, en-cumbrances, 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 payment of said indebtedness and all ex-panses of eaid sale as unruided in said Deed penses 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 con-

N(Jun4,11,18,25)B NOTICE OF SALE UNDER POWER

Representative(s) of the estate, according to the law, and all persons indebted to said es-tate are required to make immediate payment

tate are required to thate minimum to the Personal Representative(s). This 6th day of June, 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

## N(Jun11,18,25,Jul2)B STATE OF GEORGIA

UNION COUNTY Notice to debtors and creditors RE: Estate of Janice W. Campbell All debtors and creditors of the estate of All debtors and creditors of the estate of Janice W. Campbell, 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 the law, and all persons indebted to said es-tate are required to make immediate payment to the Personal Representative(s). This 6th day of June, 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street. Suite 8

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jun11,18,25,Jul2)B

STATE OF GEORGIA UNION COUNTY Notice to debtors and creditors RE: Estate of Paula Jean Densmore

HE: Estate of Paula Jean Densmore All debtors and creditors of the estate of Paula Jean Densmore, 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 the law, and all persons indebted to said esthe law, and an persons mobile to sale es-tate are required to make immediate payment to the Personal Representative(s). This 4th day of June, 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Pleiseville, CA 2052

Blairsville, GA 30512 N(Jun11,18,25,Jul2)B

NOTICE OF UNCLAIMED PROPERTY VALUE AT MORE THAN \$75 Pursuant to O.C.G.A 17-5-54, any party claiming an interest in the following property is hereby notified that on January 1, 2014, said property was located in the evidence room of the Union County Sheriff's Office in Union

County, Georgia. 1) White beaded necklace with white metal

County, Georgia. 1) White beaded necklace with white metal fish clasp. 2) Woman's white and yellow metal watch 3) Yellow metal watch with black face 4) Post style ear ring made of yellow metal with blue/clear stone 5) Yellow metal earring with (5) yellow stones 6) White pear shaped metal earring 7) (2) Christmas candy cane post earring with white metal and a clear stone. 8) Turquoise earring with white metal 9) White Bead earring, post style 10) 2 Hoop style, white metal earring 11) Metal religious cross pendant 12) White metal ring with white stone 13) White metal ring with white bead 14) White metal ring with white stone 15) Yellow metal post earring with clear stone 16) White metal post style earring with clear and white stone attached

and white stone attached

Any while scole attached (7) (3) pieces of scrap jewelry Any party claiming an interest in said property is hereby further notified that you must file a claim in accordance with 0.C.G.A. 17- within 30 days of the fourth publication of the No-30 days of the fourth publication of the No-tice of Disposition of Unclaimed Property in the North Georgia News by serving said claim to the undersigned seizing agency by certi-fied mail, return receipt requested. The serial numbers to the above listed items have been partially hidden, owner must be able to prove which case the items was seized from or have valid proof of purchase indicating the com-plete serial number. Mack Mason, Sheriff Union County, Ga.

Union County, Ga. 378 Beasley Street Blairsville, Ga. 3051

(706)439-6066 N(May21,28,Jun4,11)B

#### NOTICE OF PETITION TO CHANGE NAME STATE OF GEORGIA COUNTY OF UNION

COUNTY OF UNION 14-CV-237-MM Notice is hereby given that A. Louise Copp, the undersigned, filed her petition to the Superior Court of Union County, Georgia, on the 8th day of May, 2014, praying for a change in the name of Petition from A. Louise Copp to Louise A. Copp. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name chance. Objections must be filed with name change. Objections must be filed with said Court within 30 days of the filing of said

said Court Within 30 days petition. This 8th day of May, 2014. Judy Odom, Clerk Superior Court Union County, Georgia

#### N(May14,21,28,Jun4) STATE OF GEORGIA

UNION COUNTY NOTICE TO PAULA MICHELE HAMMOND A Pre-Warrant hearing will be held in Magis-trate Court on June 24, 2014 at 2 p.m. to de-Trate Court of June 24, 2014 at 2 p.m. to de-termine if sufficient probable cause exists to warrant your arrest for the offense of Endan-gering Security Interest 0.C.G.A. §§ 16-9-51. By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse Street, Suite 10 Blairsville, GA 30512 706-439-6008

N(Jun4,11)F STATE OF GEORGIA UNION COUNTY Notice to melvin mashburn

NOTICE TO MELVIN MASHBURN A Pre-Warrant hearing will be held in Magis-trate Court on June 24, 2014 at 2 p.m. to de-termine if sufficient probable cause exists to warrant your arrest for the offense of Endan-gering Security Interest O.C.G.A. §5 16-9-51. By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse Street, Suite 10 Blairsville, GA 30512 706-439-6008 Mund 11P N(Jun4.11)F

above conveyed property. Also conveyed is a non-exclusive perpetual easement for the use of subdivision roads for ingress and egress to the above described property. If and as modified and released as shown in

the first paragraph above; FURTHER LESS AND EXCEPT that property, if

any, released of record; TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereautor or in any wise annectain heredulations, easements and appurchances belonging thereunto or in any wise appertain-ing thereto and the reversion and reversions, remainder or remainders thereof; (iii) all rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereofter acidence in composition with any north or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all ac-counts and contract rights in and to all leases or undertakings to lease now or hereafter af-fecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flow-ers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof ; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the build-ings, structures and improvements thereon, and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equip-ment delivered thereto and placed thereon for incorporated or otherwise used in the build-ings, structures or other improvements now or hereafter located thereon or any vard or narcel or hereafter arising in connection with any part or parcel thereof or any buildings, structures ings. structures or other improvements now or

The indebtedness evidenced by the Note is due and payable and remains unpaid. The Security Deed therefore has become and is now foreclosable according to its terms. Accordingly, the Premises will be sold at public outcry pur-suant to the terms of the power of sale pro-vided in the Security Deed. The Premises will be sold on an "as is, where is" beside without recovery concilence of the leader and

hereafter located thereon or any part or parcel

is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect

thereto. The proceeds of the sale are to be applied first The proceeds of the sale are to be applied first to the expenses of the sale and all proceedings in connection therewith, including attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as pro-vided in the Note and Security Deed. The Prem-ises shall be sold as the aronety of Grantor subject to all estimates and security beed. The rein-ises shall be sold as the property of Grantor, subject to all restrictions, easements and other matters of record that are prior to the Security Deed and to which the Security Deed is sub-ject and to any unpaid city, county and state durations and the security products and state ad valorem taxes or assessments relating to the Premises

the Premises. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Great Oak GA Owner LLC, Edward Wacker, 1591 Hayley Lane, Suite 102, Ft. Myers, FL 33907; (239) 288-4454. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the under-

signed, the party in possession of the Prem-ises is Grantor or a tenant or tenants and said property is more commonly known as Lots 17 and 19, Choestoe Valley View Subdivision,

Blairsville, GA 30512. Great Oak GA Owner LLC as Attorney-in-Fact for Lon Dillard Lisa A. Frank, Esq. McCalla Raymer, LLC 900 Holcomb Woods Parkway Roswell, Georgia 30076 (678) 281-6503 N(Jun4,11,18,25)B

#### NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Eddie G. Rich and Marie A. Rich to Mortgage Elec-tronic Registration Systems, Inc. as nominee for Decision One Mortgage Company, LLC, for Decision One Mortgage Company, LLC, its successors and assigns, dated August 13, 2005, recorded in Deed Book 599, Page 354, Union County, Georgia Records, as last trans-ferred to U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust by assignment recorded in Deed Book 976, Page 255, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THREE THOUSAND THREE HUNDRED AND 0/100 DOLLARS (\$203,300.00), with interest thereon original principal amount of TWO HUNDRED THREE THUNGSAND THREE HUNDRED AND 0/100 DOLLARS (\$203,300.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in July, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the in-debtedness as and when due and in the man-ner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (no-tice of intent to collect attorney's fees (no-tice 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 pay-able), any matters which might be disclosed by an accurate survey and inspection of the prop-erty, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust is the holder of the Security Deed to the prop-erty in accordance with OGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma City, OK 73134, 858-649-6329. To the best knowledge and be-lief of the undersigned, the party in possession of the property is Eddie G. Rich and Marie A. Rich or a tenant or tenants and said property is more commonly known as 2771 Murphy Hwy, Blairsville, Georgia 30512. The sale will be conducted subj DOLLARS (\$203,300.00), with interest thereon ruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust as Attorney in Fact for Eddie G. Rich and Marie A. Rich McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/crp1 7/1/14 Our file no. 53261308-FT8 EXHIBIT "A" The land referred to in this commitment is described as follows: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 172 of Union County, Georgia, as shown on a plat of Union County, Georgia, as shown on a plat of Survey by B. Hunt, Union County Surveyor, dated December, 1981, recorded in Plat Book O, Page 176, Union County records and more particularly described as follows: Beginning at the intersection of Land Lots 152, 153, 172 & 172: there south 41 decrees OP minutes east the intersection of Land Lots 152, 153, 172 & 173, thence south 41 degrees 09 minutes east, 1980.1 feet to a point; thence north 55 degrees 00 minute east, 50 feet to an iron pin and the true point of beginning; thence north 55 degrees 00 minute east, 632 feet to a concrete post on the right of way of U.S. Highway 19 and 129; thence along the right of way south 22 degrees 40 minutes east, 420.0 feet to a concrete post; thence leaving the right of way south 64 degrees 00 minute west, 633.67 feet to an iron pin, thence north 11 degrees 19 minutes west, 331.19 feet to the true point of beginning. MR/ crp1 7/1/14 Our file no. 53261308 - FT8 N(Jun411,18,20)

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY of UNION

By virtue of the power of sale contained in that certain Deed to Secure Debt from BIRDIE M. WHITE to MORTGAGE ELECTRONIC REGISTRA-TION SYSTEMS, INC., AS NOMINEE FOR PRIMA-RY CAPITAL ADVISORS, LC dated June 24, 2003, filed for record June 30, 2003, and recorded in Deed Book 475, Page 359, UNION County, Georgia Records, and as re-recorded in the Deed granecords, and as re-recorded in the Deed Book 496, Page 137, UNION County, Georgia Records, as last transferred to BANK OF NEW YORK AS TRUSTEE FOR THE STRUCTURED AS-SET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-114 but occumented transdot is Deed Redt PASS-THROUGH CERTIFICATES, SERIES 2003-31A by assignment recorded in Deed Book 958, Page 472, UNION County, Georgia Records, said Deed to Secure Debt having been given to secure a Note dated June 24, 2003 in the original principal sum of TWO HUNDRED NINE-TEEN THOUSAND TWO HUNDRED FIFTY AND 0/100 DOLLARS (\$219,250.00), with interest from date at the rate stated in said Note on the unpaid balance until paid, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at UNION County, Georgia, within the legal hours of sale on the first Tuesday in July, 2014, the following described property:

of sale on thé first Tuésday in July, 2014, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 184, 9TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, BEING SHOWN AS TRACT ONE (1) CONTAINING 0.51 ACRE, ALSO KNOWN AS LOT D, AS SHOWN ON A PLAT OF SURVEY BY BLAIRSVILLE SURVEY-ING CO., RS #2228, DATED JUNE 2, 1997, LAST REVISED JUNE 6, 1997, AS RECORDED IN PLAT BOOK 39, PAGE 37, UNION COUNTY RECORDS. SUBJECT TO A 30-FOOT ROAD AND UTILITY EASEMENT AS SHOWN ON PLAT. FASEMENT AS SHOWN ON PLAT

SUBJECT TO THE WATER METER AS SHOWN ON

PLAT. SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 132, PAGE 565, UNION COUNTY RECORDS.

SUBJECT TO AN EASEMENT TO TVA BELOW THE 1780 CONTOUR OF LAKE NOTTLEY AS SHOWN ΟΝ ΡΙ ΔΤ To the best of the knowledge and belief of the

undersigned, the party in possession of the property is BIRDIE M. WHITE or a tenant or tenants. Said property is more commonly known as: 6890 HONAKER DRIVE 4, BLAIRSVILLE, GA 30512

The debt secured by said Deed to Secure Debt In deal secure up said bed to secure ben has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments on said loan. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorney's fees (notice of intent to collect at-torney's fees having here noisen)

torney's fees having been given). The individual or entity that has full authority to negotiate, amend, and modify all terms of the loan is CITIMORTGAGE, INC., 5280 CORPO-RATE DR, FREDERICK, MD 21703-8351; (866) 372 4740 272-4749.

Said property will be sold subject to any out-Sand in property will be sold subject to any out-standing ad valorem traxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any tax-ing authority, any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, en-cumbrances zaning ordinances restrictions of the property, any assessments, liens, en-cumbrances, 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 con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescis-sion of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be proother foreclosure documents may not be pro-vided until final confirmation and audit of the status of the loan as provided in the precedi Status of the load as provided in the proceeding paragraph. Said property will be sold as the property of BIRDIE M. WHITE. BANK OF NEW YORK AS TRUSTEE FOR THE STRUCTURED ASSET SECURITIES CORPORA-TION MORTGAGE PASS-THROUGH CERTIFI-CATES, SERIES 2003-31A As Attorney-in-Eact for As Attorney-in-Fact for BIRDIE M. WHITE BirDie M. WHITE Phelan Hallinan & Jones, LLC 303 Perimeter Center North, Suite 800 Atlanta, GA 30346 Telephone: 770-393-4300 Fax: 770-393-4310 PH # 18802 rn # 10002This law firm is acting as a debt collector. Any information obtained will be used for that N(Jun4,11,18,25)B

firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan

with the secured credito The property is or may be in the possession of Peggy N. Callaway, successor in interest or

tenant(s). Wells Fargo Bank, N.A. as Attorney-in-Fact for Wendy Callaway and Michael C. Callaway, Jr. File no. 13-042821

SHAPIRO, SWERTFEGER & HASTY, LLP\*

Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941

(770) 220-2535/KMM

(TR) E20-2532 (WWW Swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

[FC-NOS] N(Jun4,11,18,25)B

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

IN DEED TO SECURE DEBT

IN DEED TO SECORE DEBT Under and by virtue of the power of sale con-tained in that certain Deed to Secure Debt from Billy Floyd and Linda S. Floyd to CitiFi-nancial Services, Inc. in the original principal amount of \$73,006.49 dated 10/11/2006, and consoled in Deed Beed Effa rore 604 Union amount of \$73,006.49 dated 10/11/2006, and recorded in Deed Book 673, page 594, Union County records, said Security Deed being last transferred and assigned to CitiFinancial Ser-vicing, LLC, 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 hub 2014 be CitiFinancial Servicing LLC as July, 2014 by CitiFinancial Servicing, LLC, as Attorney-in-Fact for Billy Floyd and Linda S. Floyd the following described property: 5.426 acres more or less in Land Lot #19 & 36, District 8, Section 1, Union County, Georgia, be-ies let it is a that let of county Georgia, be-

Districts, Section 1, Union county, deorgia, be-ing Lot #1 on that plat of survey prepared by Bruce Hunt, dated September 1982, and more particularly described as follows: Beginning on the Southwest right of way of Smith Bridge Road, S 49° 45° E 64.0 feet; thence S 64° 00° E 55.0 feet; thence S 78° 00° E 58.0 feet; thence N 82° 00° E 103.0 feet; thence N 27° 00° E 127.0 feet thence N 68° 30° E 233.0 N77 °00 E 177.0 feet: thence N 65 °30 E 22.30 feet to an iron Pin set on the South right of way line of Smith Bridge Road; thence South 422.31 feet to an Iron Pin set; thence South 41° 57 W 417.87 feet to an Iron Pin found; thence S 57° 45 W 203.0 feet; thence N 5° 18 W 525.79 feet to the spin of the beginning. to the point of the beginning

Property known as: 2083 Tate Rd, Blairsville, GA 30512

GA 30512 The indebtedness secured by said Deed to Se-cure Debt having been declared due and pay-able 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 Billy Floyd and Linda S. Floyd subject to the following: aforesaid records, as further modified by that certain Modification of Security Deed dated December 12, 2005and recorded in Deed Book 625, Page 671, aforesaid records; as further modified by that certain Modification of Secu-rity Deed dated August 5, 2006 and recorded in Deed Book 664, Page 186, aforesaid records; as further modified by that certain Modifica-tion of Security Deed dated Rovember 22, 2006 and record in Daed Book 604, Page 180,

biny roya and chida 5. Floyd subject to the following: (1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and execute it is the up (2) work of works and its output to the survey of the property; (4) the outstanding ad valorem taxes property, (a) the outstanting at value in taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record su-perior to the security deed first set out above. Pursuant to 0.C.G.A. Section 44-14-162.2 the authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is: CitiFinancial Services, Inc.

605 Munn Road Fort Mill, SC 29715

PH: 877-675-3656

Pursuant to 0.C.G.A Section 44-14-162.2, noth-ing contained in this Notice of Sale shall obli-gate any entity to negotiate, amend, or modify

said indebtedness. To the best of the undersigned's knowledge

To the best of the undersigned's knowledge and belief, the party in possession is Billy Floyd and Linda S. Floyd. CitiFinancial Servicing, LLC, as Attorney-in-fact for Billy Floyd and Linda S. Floyd. This law firm is acting as a debt collector at-tempting to collect a debt, any information ob-

tained will be used for that purpose. Pendergast & Associates, P.C. 115 Perimeter Center Place

187 Page 194 Union County records. The prop-erty is subject to the Forest Service Easemen rded in Deed Book 110 Page 365 Unior

recorded in Deed Book 110 Page 365 Union County records. The property is subject to the Easement re-corded in Deed Book 598 Page 429 Union County records, which is for access to Lot 22 Phase II of Highland Falls Subdivision. The property is subject to an Easement Agree-ment recorded in Deed Book 567 Page 686 Union County records, which grants a drive-way access to Lot 11 of Prospectors Cove.

The property benefits from and is subject to an access easement as recorded in Deed Book 567 Page 223 Union County records. The property is subject to and benefits from the Agreement with Coosa Water Authority recorded in Deed Book 642 page 150 Union County recorde

County records. Grantor grants to grantee a non-exclusive per-petual easement of ingress and egress for the use of the subdivision roads and running to and from Owltown Road, a County Road, to the

and from Owltown Road, a County Road, 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 Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property will be sold subject to any out-standing ad valorem taxes (including taxes

Said property will be sold subject to any out-standing 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 prop-erty, any assessments, liens, easements, en-cumbrances, 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 under-signed, the party in possession of the property is ROBERT BONNETTE or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ROBERT BONNETTE

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

STATE OF GEORGIA COUNTY OF UNION Under and by virtue of the power of sale con-tained in that certain Security Deed from Lon Dillard ("Grantor"), to and in favor of United Community Bank, dated September 18, 2002 and recorded in Deed Book 433, Page 43, Union County, Georgia records, as modified by that certain Modification of Security Deed dated August 5, 2004, recorded in Deed Book 540, Page 773, aforesaid records and re-recorded in Deed Book 556. Page 459, aforesaid records

Fage 775, aloresatic records and reference of the recorded in Deed Book 596, Page 459, aforesatid records, as further modified by that certain Modifica-tion of Security Deed dated August 5, 2004 and recorded in Deed Book 598, Page 678, aforesaid records, as further modified by that contain Medification of Security Deed dated

and recorded in Deed Book 680, Page 189, aforesaid records; as further modified by that certain Modification of Security Deed dated December 12, 2006 and recorded in Deed Book

685, Page 226, aforesaid records; as further

bbs, Page 22b, atoresald records; as turner modified by that certain Modification of Secu-rity Deed dated March 12, 2007 and recorded in Deed Book 697, Page 7, aforesaid records; as further modified by that certain Modifica-tion of Security Deed dated November 22, 2007

and recorded in Deed dated November 22, 2007 and recorded in Deed Book 739, Page 430, aforesaid records; as further modified by that certain Modification of Security Deed dated January 11, 2008 and recorded in Deed Book 745, Page 39, aforesaid records; as further modified by that certain Modification of Secu-rity Deed dated March 12, 2008 and recorded in Dead Book 755, Pane 703, aforesaid records

In Deed Date: March 12, 2006 and recorded in Deed Book 753, Page 703, aforesaid records; as further modified by that certain Modification of Security Deed dated August 20, 2008 and re-corded in Deed Book 773, Page 714, aforesaid records; as further modified by that certain Modification of Security Deed dated November 1, 2009 and recorded in Deed Book 724, Date

as attorney in Fact for ROBERT BONNETTE L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923

File No. 7484A-03656

NOTICE OF SALE UNDER POWER STATE OF GEORGIA

N(Jun4,11,18,25)B

## APPLICATION TO REGISTER A BUSINESS PARTICULTION TO RECEIVE A BOSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS State of Georgia

#### County of Union

County of Union The undersigned does hereby certify that Keisha Dockery & Teresa Baker conducting a business as Black & White Antiques, in the City of Blairsville, County of Union, in the State of Georgia, under the name of Black & White Antiques, and that the nature of said business Antiques, and that the nature of said business is Selling Antiques and that the names and ad-dresses of the persons, firms or partnership owning and carrying on said trade or busi-ness are Keisha Dockery, 563 Pine Tree Road, Murphy, NC 28906 or Teresa Baker, PO Box 581, Young Harris, GA 30582.

#### NOTICE OF ARTICLES OF INCORPORATION

Notice is given that Articles of Incorporation that will incorporate Y.E.S. ELECTRIC INC, have that will incorporate F.E.S. ELECTRIC INC. INVE been delivered to the Secretary of State for fil-ing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 3402 Pat Col-well Road, Blairsville, GA 30512 and its initial registered agent at such address is Michael J. Young. N(Jun11.18)P

NOTICE OF UNCLAIMED PROPERTY VALUE AT MORE THAN \$75 Pursuant to 0.C.G.A 17-5-54, any party claim-ing an interest in the following property is hereby notified that on January 1, 2014, said property was located in the evidence room of the Union County Sheriff's Office in Union County Generia

County, Georgia. Property Description Owner High Standard .22 Caliber Revolver, serial 3 1491456 Reid Thomas Little

1491430 retui montas Litue Coti IV. 45 ACP Service 80 Pistol, serial # FAD2235 Levion Doucette Taurus .38 Revolver, Serial # HE3771 James Shubert, Amanda Shubert, Daniel Billy and

Gayla Garrett

Gayla Garrett New Johnson cadet, serial # H93455 Duane Cole Hyatt .357 Taurus Revolver, serial # UA865826 Wil-liam A. Hopkins and Gretchen M. Vaughn Cobra. .380 Pistol, serial # CPD37506 Timothy

Dowell Cobra .380 Pistol, Serial # CP036117 Timothy Dowell

Dowell AMAC Pony .380 caliber, serial # IJ001989 Jo-seph A. Hamilton Any party claiming an interest in said property is hereby further notified that you must file a claim in accordance with 0.C.G.A. 17- within 30 days of the fourth publication of the No-tice of Disposition of Unclaimed Property in the North Georgia News by serving said claim to the undersigned seizing agency by certi-fied mail, return receipt requested. The serial numbers to the above listed items have been numbers to the above listed items have been partially hidden, owner must be able to prove which case the items was seized from or have valid proof of purchase indicating the com-

plete serial number. Mack Mason, Sheriff Union County, Ga. 378 Beasley Street Blairsville, Ga. 3051 sville, Ga. 3051 (706)439-6066 28.Jun4.11.18)B

N(Jun4,11,18,25)B

## NOTICE OF SALE UNDER POWER, UNION COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Wilfredo Llorente and Nora Gonzalez to Mortgage Electronic Regis-tration Systems, Inc. as nominee for NetBank dated 8/31/2005 and recorded in Deed Book 601 Page 192, UNION County, Georgia records; as last transferred to or acquired by Ocwen Loan Servicing, LLC, conveying the after-described property to secure a Note in the original principal amount of \$156,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Court-house door of UNION County, Georgia, within the legal hours of sale on July 01, 2014 (be-ing the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property: Pursuant to the Power of Sale contained in a

date fails on a Federal Holiday), the following described property: All that tract or parcel of land lying and being in Land Lots 62 & 63, 10th District, 1st Section, Union County, Georgia containing 1.50 acres and being shown as Tract One (1) on a plat of survey by Blue Ridge Mountain Surveying, Inc., RS #3007, dated 8/5/05 and recorded in Plat Book 52, page 190 Union County records, which description on said nat is berehv incords. Plat Book 52, page 190 Union County records, which description on said plat is hereby incor-porated by reference 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 Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given).

torney's fees (notice of intent to collect attor-ney's fees having been given). Said property is commonly known as 3332 Mulkey Gap Road, Blairsville, GA 30512 to-gether with all fixtures and personal prop-erty attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Nora Gonzalez and Wilfredo E. Llorente or ten-ant or tenants.

ant or tenants. GMAC Mortgage, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the

mortgage. GMAC Mortgage, LLC Loss Mitigation 3451 Hammond Avenue Waterloo, IA 50702

(800) 850-4622

(800) 850-4622 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes

outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that consti-tute a lien against the property whether due and payable or not yet due and payable and which may not be of record. (c) the right of re-demption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and mat-ters of record superior to the Security Deed first set out above. first set out above.

The sale will be conducted subject to (1) con-The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confir-mation and audit of the status of the loan with the holder of the Security Deed. Pursuant to 0.C.G.A. Section 9-13-1721, which allows for

South Terraces, Suite 1000 Atlanta, GA 30346 Phone - 770-392-0398 Toll Free - 866-999-7088 www.penderlaw.com Our File No. 14-02201-1 N(Jun4,11,18,25)B

records; as further modified by that certain Modification of Security Deed dated November 21, 2008 and records in Deed Book 784, Page 746, aforesaid records; as further modified by that certain Modification of Security Deed dated March 12, 2009 and recorded in Deed Book 798, Page 573, aforesaid records; as fur-ther modified by that certain Modification of Security Deed dated August 19, 2009, recorded in Deed Book 814, Page 490 and re-recorded in Deed Book 815, Page 193, aforesaid records; as further modified by that certain Modifica-tion of Security Deed dated December 3, 2009 and recorded in Deed Book 824, Page 555, aforesaid records (collectively, the "Security Deed"), as transferred to Asset Holding Com-pany 5, LLC by that certain Assignment of Deed to Secure Debt recorded in Deed Book 837, Page 108, aforesaid records, as transferred to Great 0ak Pool LLC by that certain UCC Trans-fer Statement recorded in Deed Book 957, Page 560, aforesaid records, as to be assigned to Great 0ak GA Owner LLC ("Lender") by that certain Assignment of Security Deed and Other Loan Documents to be recorded in aforesaid records, securing that certain promissory note dated Setureber 18, 2002. in the original prinrecords, securing that certain promissory note dated September 18, 2002, in the original prin-cipal amount of \$201,029.00, as amended, re-newed, modified or otherwise restated (collec-tively, the "Note"); there will be sold at public outcry by Lender as attorney-in-fact of Grantor to the highest bidder for cash between the le-gal hours for sale before the Courthouse door in Union County, Georgia, on the first Tuesday in July, 2014, the following described property (the "Premises") to wit: All that tract or parcel of land lying and being in the 11th District, 1st Section, Land Lot 509 of Union County. Georgia, containing 10.247 records, securing that certain promissory note

in the 11th District, 1st Section, Land Lot 509 of Union County, Georgia, containing 10.247 acres, more or less, and being Tract 7A, as shown on a plat of survey for Tim Helton by Rochester & Associates, Inc., dated August 26, 1999 and recorded in Union County Records in Plat Book 50, Page 41. Said plat is incorpo-rated herein, by reference hereto, for a full and complete description of the above described

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

Tor ingress and egress to the above described property. Also conveyed is an easement over a primitive walking and horse trail easement as shown on the above described plat. If and as modified and released as shown in the first paragraph above; FURTHER LESS AND EXCEPT that property, if any aspond of paragraph

any released of record; TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertain-ing thereto and the reversion and reversions, remainder or eramainders thereof (iii) all rank remainder or remainders thereof; (iii) all rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all ac-counts and contract rights in and the all locase thereon, including without limitation all ac-counts and contract rights in and to all leases or undertakings to lease now or hereafter af-fecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flow-ers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon emplements how or nerearter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of Houldar holles and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the build-ings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (uii) all building methicle condensition building materials, supplies, goods and equip-ment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the build-ings, structures or other improvements now or hereafter located thereon or any part or parce thereof.

thereof. The indebtedness evidenced by the Note is due and payable and remains unpaid. The Security Deed therefore has become and is now foreclosable according to its terms. Ac-cordingly, the Premises will be sold at public outcry pursuant to the terms of the power of sale provided in the Security Deed. The Premises will be sold on an "as is, where is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect thereto.

thereto.

thereto. The proceeds of the sale are to be applied first to the expenses of the sale and all pro-ceedings in connection therewith, including attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor, subject to all restrictions, easements Grantor, subject to all restrictions, easements and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Premises. The entity that has full authority to negotiate, mend und mattire ult toward of the machane

amend, and modify all terms of the mortgage with the debtor is: Great Oak GA Owner LLC, Edward Wacker, 1591 Hayley Lane, Suite 102, Ft. Myers, FL 33907; (239) 288-4454. Please understand that the secured creditor is not required by law to negotiate, amend, or modify

required by law to negotiate, amend, or moonly the terms of the mortgage instrument. To the best knowledge and belief of the under-signed, the party in possession of the Prem-ises is Grantor or a tenant or tenants and said property is more commonly known as Tract 7A, Land Lot 509 Gaddistown Road, Suches, GA. Great Oak GA Owner LLC as Attorney-in-Eact for

as Attorney-in-Fact for Lon Dillard

Lisa A. Frank, Esq. McCalla Raymer, LLC 900 Holcomb Woods Parkway

Roswell, Georgia 30076 (678) 281-6503

thereof; (vi) all estates, rights, title and interest thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatseever now or hereafter located thereon, or in or on the build-ings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (uii) all wilding methods building materials, supplies, goods and equip-ment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the build-ings, structures or other improvements now or hereafter located thereon or any part or parcel

The indebtedness evidenced by the Note is due and payable and remains unpaid. The Security Deed therefore has become and is now foreclosable according to its terms. Ac-cordingly, the Premises will be sold at public

contingly, the relatives with be sold at public outcry pursuant to the terms of the power of sale provided in the Security Deed. The Premises will be sold on an "as is, where is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect theoreto. thereto.

thereto. The proceeds of the sale are to be applied first to the expenses of the sale and all pro-ceedings in connection therewith, including attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor, subject to all restrictions, easements Grantor, subject to all restrictions, easements Grantor, Subject to all restrictions, easements and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Premises. The entity that has full authority to negotiate, mend and media ultiment of the mechanic

amend, and modify all terms of the mortgage with the debtor is: Great Oak GA Owner LLC, Edward Wacker, 1591 Hayley Lane, Suite 102, Ft. Myers, FL 33907; (239) 288-4454. Please understand that the secured creditor is not required by law to negotiate, amend, or modify

required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the un-dersigned, the party in possession of the Premises is Grantor or a tenant or tenants and said property is more commonly known as Lot 20, Fortenberry Creek Retreat, Blairsville, GA 20512 30512.

30512. Great Oak GA Owner LLC as Attorney-in-Fact for Lon Dillard Lisa A. Frank, Esq. McCalla Raymer, LLC 900 Holcomb Woods Parkway Roswell, Georgia 30076 (678) 281-6503 N(Jun4,11,18,25)E

certain procedures regarding the rescission of iudicial and non-iudicial sales in the State of Georgia, the Deed Under Power and oth closure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Ocwen Loan Servicing, LLC as agent and At-torney in Fact for Wilfredo Llorente and Nora Gonzalez Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1165-5480A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1165-5480A N(Jun4,11,18,25)B