# **North Georgia News**

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

IN RE: Estate of Carlton F. Henry, Deceased All debtors and creditors of the Estate of Carlton F. Henry, 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 18th day of July, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jul25,Aug1,8,15)B

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

IN RE: Estate of Thomas L. Burnett, Sr.,

Deceased All creditors of the Estate of Thomas L. Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me. Burnett, Sr., deceased, late of Union County,

This 13th day of July, 2012. Thomas L. Burnett, Jr., Executor Estate of Thomas L. Burnett, Sr. 5223 Lanton Drive Gainesville, GA 30504 N(Jul18,25,Aug1,8)B

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

ECOUNT OF UNION RE: Estate of Eloise Addington Gray All creditors of the Estate of Eloise Adding-ton Gray, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according Representative(s) of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 26th day of July, 2012. By: Kristin Stanley, Cierk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Aug1.8.15.22)B

### NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA.

COUNTY OF UNION RE: Estate of Virginia Mae Prikryl All creditors of the Estate of Virginia Mae Prikryl, 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 estate are required to make immediate payment to the Personal Representative(s). This 24th day of July, 2012.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Aug1,8,15,22)B

IN THE JUVENILE COURT OF UNION COUNTY STATE OF GEORGIA IN THE INTEREST OF: Hughes, Asiah dob: 08-11-2010

SEX: female a child under the age of eighteen years of

age Case No. 144-12J-60A NOTICE OF DEPRIVATION HEARING

TO: James McDaniels, father of the abovenamed child. By Order for Service by Publication dated

the 9th day of July, 2012, you are hereby notified that on the 3rd day of July, 2012, the Union County Department of Family and Children Services, Georgia Department of Human Services, filed a Petition for Temporary Custody against you as to the above-named child alleging the child is deprived. You are required to file with the Clerk of Juvenile Court, and to serve upon Snecial Assistant Attorney General N(Jul11,18,25,Aug1)B

upon Special Assistant Attorney General Alfred Chang, an answer in writing within sixty (60) days of the date of the Order for Service by Publication. This Court will conduct a final hearing upon the allegations of the Petition and enter an order of discogition as to you on Sentember order of disposition as to you on September 25, 2012, at 9:30 a.m., at the Union County Courthouse, Blairsville, Georgia.

The child or children and other parties involved may be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and hire your own lawyer. If you want to hire a lawyer, please contact your lawyer immediately. If you want a lawyer but are not able to hire you may ask for a lawyer to be appointed to represent you. The Court would inquire into your financial circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed to represent you. If you want a lawyer appointed to represent you, you must let the Court or the officer of this

Court handling this case know that you want a lawyer immediately. WITNESS, the Honorable Gerald Bruce, Judge of said Court, this the 9th day of July, 2012. Juvenile Judge Gerald W. Bruce Union County Juvenile Court Enotah Judicial Circuit N(Jul18,25,Aug1,8)B

## NOTICE OF SALE UNDER POWER

NUTICE OF SALE UNDER FOWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Randall J. Allen to Mortgage Electronic Registration Systems, Inc., dated Janu-ary 17, 2008, recorded in Deed Book 744, Page 561, Union County, Georgia Records, as last transferred to Bank of America N.A. successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP by assignment recorded in Deed Book 881, Page 885 Union County Georgia Becords Page 685, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of EIGHTY-SIX THOUSAND TWO HUNDRED SEVENTY-FIVE AND 0/100 DOL-LARS (\$86,275.00), with interest thereon as set forth therein there will be sold at nuble set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in August, 2012, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. 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 undersigned, the party in possession of the property is Estate Of Randall Allen and Randall J. Allen or a tenant or tenants and said property is more commonly known as 1952 Elisha Payne Circle South, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankrupty Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real a personal money judgment against you. Bank of America N.A. successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servic known as Countrywide Home Loans Servic-ing LP as Attorney in Fact for Randall J. Al-len McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.fore-closurehotline.net MR/em2 8/7/12 Our file no. 5368212-FT11 EXHIBIT "Å" All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lot 22 of Union County, Georgia, containing 1.00 acre, more or less, as shown on a plat of survey made for Randall J. Allen dated September 9, 1994. by Blairsville Surveying Co. FR.LS. 1994, by Blarsville Surveying Conter 9, 1994, by Blarsville Surveying Conter 1, #2228, and being recorded in Union County Records in Plat Book 32, page 91, said plat of survey being incorporated herein by reference hereto, for a full and complete description of the bare description description of the above-described prop-erty. Also conveyed herein is 9' gravel rond 9' easement for ingress and egress to and from said property as shown on the plat. Parcel No. 011-048-A MR/em2 8/7/12 Our file no. 5368212 - FT11

#### **NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY**

GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Alan William Howard and Jen-nifer Yvonne Howard to Mortgage Electron-ic Registration Systems, Inc., as nominee for Branch Banking and Trust Company, its successors and assigns dated Septem-ber 28, 2010 in the amount of \$185,780.00, and recorded in Deed Book 845 Pages 524 and recorded in Deed Book 845, Page 524 Union County, Georgia Records; as last transferred to Branch Banking and Trust Company by assignment; the undersigned, Branch Banking and Trust Company pur-suant to said deed and the note thereby secured, has declared the entire amount pursuant to the power of sale contained in said deed, will on the first Tuesday in August, 2012 , during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

All that tract or parcel of land lying and being in Land Lots 181 & 182, 9th District, 1st Section, Union County, Georgia, containing 1.019 acres, more or less, and being shown as Lot Twenty-Four (24) of Nottel Highlands Subdivision on a plat of survey

nce incorporated herein and made a

The property is subject to the road ease-

ments as shown on said plat. The property is subject to the Restrictions

recorded in Deed Book 384, Pages 281-284, Union County, Georgia records The property is subject to the power line

easements to Blue Ridge Mountain EMC as recorded in Deed Book 383, Page 282,

The property is subject to the right of way in favor of Union County, Georgia as recorded in Deed Book 744, Page 414, Union County,

Grantor grants to Grantee a non-exclusive perpetual easement for the use of the sub-

division roads for ingress and egress to the

which has the property address of 82 Kilo-

ran Way, Blairsville, Georgia., together with

all fixtures and other personal property

The sale will be held subject to any unpaid

taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions

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

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

of the loan with the holder of the security

Notice has been given of intention to col-

lect attorneys' fees in accordance with the

Said property will be sold as the property of

Alan William Howard and Jennifer Yvonne

Howard and the proceeds of said sale will be applied to the payment of said indebt-

edness, the expense of said sale, all as

provided in said deed, and the undersigned

will execute a deed to the purchaser as

provided in the aforementioned Security

The North Georgia News Publication Dates:07-11-2012, 07-18-2012,

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

DEBT. ANY INFORMATION OBTAINED WILL

Because of a default in the payment of the indebtedness secured by that certain

Security Deed, dated March 21, 2007, ex-

ecuted by Ashley Lynn Benson and Jason R. Benson to Mortgage Electronic Registra-

tion Systems, Inc. as nominee for Synovus

Mortgage Corp., recorded in Deed Book 700, Page 197, Union County, Georgia Deed

Records, and securing a Note in the origi-nal principal amount of \$198,000.00, said

nai principal amount of \$198,000.00, said Security Deed last having been assigned to Green Tree Servicing LLC, the current hold-er thereof, has declared the entire amount of said indebtedness evidenced by the Note

immediately due and payable and, pursu-ant to the power of sale contained in said Security Deed, will, on the first Tuesday in

August, 2012, to-wit: August 7, 2012, dur-ing the legal hours of sale, before the Union County Courthouse door, sell at public out-

cry to the highest bidder for cash, the fol-lowing described real property: ALL THAT TRACT OR PARCEL OF LAND LYING

AND BEING IN LAND LOTS 215 & 218, 17TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA AND BEING LOT 14 OF ROSS RIDGE

SUBDIVISION AS SHOWN ON A PLAT OF

SURVEY BY M.E. RICHARDS, UNION COUNTY SURVEYOR, DATED APRIL 9, 1985, SUBDI-VIDED APRIL 1986, SAID PLAT IS RECORDED

IN PLAT BOOK P, PAGE 131, UNION COUNTY RECORDS, WHICH DESCRIPTION IS INCOR-

The afore described real property is also known as 1420 Matthew Street, Blairsville,

GA 30512, according to the present system of numbering houses in Union County,

This sale will be conducted subject (1) to

confirmation that the sale is not prohib-ited under the U.S. Bankruptcy Code and

(2) to final confirmation and audit as to

the amount and status of the loan with the holder of the Security Deed, including but

not limited to, a determination that the bor-

rower has not reinstated the loan prior to

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

any taxing authority, any matters which might be disclosed by an accurate survey

and inspection of the real property, any as

sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and

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

Upon information and belief, said real property is presently in the possession or control of Ashley Lynn Benson and Jason R. Benson and the proceeds of said sale will be ap-

plied to the payment of said indebtedness and all the expenses of said sale, including

attorney's fees, all as provided in said Se

curity Deed and the excess proceeds, if any,

will be distributed as provided by law

Green Tree Servicing LLC

payable), the right of redemption of

PORATED HEREIN BY REFERENCE.

Georgia.

and

the foreclosure sale.

**Branch Banking and Trust Company** 

terms of the note secured by said deed.

Union County, Georgia records

part hereof

Georgia records.

above property.

deed.

Deed

Attorney in Fact for

(404) 373-1612

N(Jul11,18,25,Aug1)B

STATE OF GEORGIA

Alan William Howard

and Jennifer Yvonne Howard McCurdy & Candler, L.L.C.

www.mccurdycandler.com

File No. 12-05939 /FHLMC/kgrant

**BE USED FOR THAT PURPOSE.** 

COUNTY OF UNION NOTICE OF SALE UNDER POWER

07-25-2012, 08-01-2012

conveyed by said deed.

## Legal Notices for August 1, 2012

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Leonard J. LaBelle and Linda executed by Leonard J. Labelle and Linda A. Labelle to Mortgage Electronic Registra-tion Systems, Inc., as nominee for Branch Banking and Trust Company, its succes-sors and assigns dated May 22, 2009 in the amount of \$335,000.00, and recorded in Deed Book 802, Page 339, Union County, Georgia Records; as last transferred to Branch Banking and Trust Company by assignment; the undersigned, Branch Banking and Trust Company pursuant to said deed and the note thereby secured, has de-clared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in August, 2012, during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property

described in said deed to-wit: All that tract or parcel of land lying and being located in Land Lot 58, 8th District, 1st Section of Union County, Georgia, being designated as Tract Two, containing 7.434 acres of land, more or less, as shown on plat of survey prepared by Rochester & As-sociates, Inc. by James L. Alexander, GRLS# 2853, dated January 22, 1997, revised May 15, 1997 and recorded in Plat Hanger AS20, Page 151 (formerly Plat Book 38, Plat 151). Union County, Georgia records. Said plat is incorporated herein by reference thereto for a more complete description of the above described property. Subject to Ease-ment to Blue Ridge Mountain EMC recorded in Deed Book 181, Page 313, aforesaid re-cords. Subject to Private Road Maintenance Agreement recorded in Deed Book 270, Page 301, aforesaid records. Subject to Ingress and Egress recorded in Deed Book 324, Page 195, aforesaid records. Subject to Boundary Line Agreement recorded in Deed Book 504, Pages 94-95, aforesaid records. Subject to all easements, restric-tions, and rights of way as shown on above referenced lat or as otherwise annearing referenced plat or as otherwise appearing of record. Subject to existing easements and right of ways for public roads, if any. This conveyance made together with right of ingress, egress and utility service along existing road to the subject property. Sub-icert to Ilinia County Georgia Subdivision

ject to Union County, Georgia Subdivision regulations, Mobile Home regulation and any zoning or other ordinances, if any. which has the property address of 302 Wagon Wheel Road, Morganton, Georgia., together with all fixtures and other per-sonal noncert convect by said deed

sonal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, which may affect said property. The sale will be conducted subject (1) to

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

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Said property will be sold as the property of Leonard J. LaBelle and Linda A. LaBelle and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed. Branch Banking and Trust Company

Attorney in Fact for Leonard J. LaBelle and Linda A. LaBelle McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com The News Observer Publication Dates:07-11-2012, 07-18-2012, File No. 12-05925 /FHLMC/mtucker THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jul11,18,25,Aug1)B

## NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY Under and by virtue of the Power of Sale contained in that certain Deed to Secure contained in that certain Deed to Secure Debt given by Melissa Gessling L.L.C. (the "Grantor") to Nantahala Bank & Trust Com-pany (the "Lender") dated August 22, 2008 and recorded on August 25, 2008, in Deed Book 772, Pages 301-309, Union County, Georgia official records (together with any and all amendments and modifications, hereinafter referred to as the "Security Deed"), conveying the property described below to secure repayment of (i) that cer-tain Promissory Note dated as of June 29, 2010, payable by Grantor to the order of 2010, payable by Grantor to the order of Lender, in the stated principal amount of \$212,500.00, together with interest thereon as set forth therein; and (ii) all present and future debts from Grantor to Lender (together with any and all amendments or modifications, collectively hereinafter referred to as the "Secured Indebted-ness"), there will be sold at public outcry to the highest bidder for cash before the Courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012 (being August 7, 2012) the following described parcel of real property together with all improvements, fixtures, easements, hereditaments, rights,

Sarah Colleen Swanson has petitioned to appointed Administrator(s) of the estate Sue Juanita Sistrunk, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before August 6, 2012. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered

NOTICE GEORGIA, UNION COUNTY PROBATE COURT

with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Jul11,18,25,Aug1)E NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF UNION

706-439-6066

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by TIM J. WILSON AND DARLENE WILSON to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR BNC MORTGAGE, INC. , dated 01/31/2007, and Recorded on 02/09/2007 as Book No. Georgia records, as last assigned to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE OF THE STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3, by assignment, convey-ing the after-described property to secure a Note of even date in the original principal amount of \$207,000.00, with interest at the rate specified therein, there will be sold rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the UNION Coun-ty Courthouse within the legal hours of sale on the first Tuesday in August, 2012, the fol-lowing described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 233, 9TH DISTRICT, 1ST SECTION OF UNION COUNTY, GEORGIA, CONTAINING 1.183 ACRES, MORE OR LESS, AND BEING SHOWN AS LOT FOUR (4) OF ROSE RIDGE SUBDIVISION ON A PLAT OF SURVEY BY B. KEITH ROCHESTER & ASSOCIATES, INC., RS #1534 DATED 8/8/92, LAST REVISED 12/1/93 AND RECORDED IN PLAT BOOK 33 12/1/93 AND RECORDED IN PLAT BOOK 33 PAGE 174 UNION COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS HEREBY IN-CORPORATED BY REFERENCE AND MADE A PART HEREOF. BEING THE SAME PROPERTY CONVEYED

TO TIM J. WILSON AND DARLENE WILSON BY DEED FROM CLINTON PATTERSON AND BRENDA PATTERSON RECORDED 10/26/2001 IN DEED BOOK 392 PAGE 416, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF UNION COUNTY, GEORGIA. The debt secured by said Deed to Secure Debt 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 Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all ex-penses of this sale, as provided in the Deed to Secure Debt and by law, including at-torney's fees (notice of intent to collect attorney's fees having been given). The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: , 888-554-6599. Please un-derstand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortnace instrument. To the terms of the mortgage instrument. To the best knowledge and belief of the under-signed, the party/parties in possession of the subject property known as 1360 ROSE RIDGE RD, BLAIRSVILLE, GEORGIA 30512 is/are: TIM J. WILSON AND DARLENE WIL SON or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. 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 172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until Sure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. U.S. BANK NATIONAL ASSOCIA-TION, AS TRUSTEE OF THE STRUCTURED AS-SET SECURITIES CORPORATION MORTGAGE LOAN TRUET. MODIFACE, DAGE TURDIDED LOAN TRUST. MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3 as Attor-ney in Fact for TIM J. WILSON AND DAR-LENE WILSON. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OB-TAINED WILL BE USED FOR THAT PURPOSE. 20120187500071 BARRETT DAFFIN FRAP-PIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.

### **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 MITCH PATTON to Appalachian Community Bank dated December 11, 2009, recorded December 14, 2009, in Deed Book 821, Page 129, Union County, Georgia records, as transferred to Community & Southern Bank pursuant to that certain Purchase and As-sumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insur-ance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assign ment recorded in Deed Book 835. Page 291 Union County Records, said Security Deed being given to secure a Note from MITCH PATTON dated December 11, 2009, in the Partion dated beceinder 11, 2009, in the original principal amount of One Hundred Thirty Four Thousand Five Hundred Fifty Nine and 68/100 (\$134,559.68) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until naid: 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 August, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 190, 10th District, 1st Section, Union County, Georgia, containing 10 209 acces and being I of Sirty-Two of the 10.299 acres and being Lot Sixty-Two of the Hoyt Alexander Subdivision as shown on a plat of survey by Land Tech Services Inc., dated 6/21/02 and recorded in Plat Book 54, Page 31, Union County records, and ref-erence is herein made to said plat of survey for a full and complete description herein. Also, an easement for ingress and egress as described in a Warranty Deed recorded in Deed Book 75, Page 180, Union County The above described property being prop-erty shown as Lot #62 in Plat Book B, Page

2, Union County records. This deed is given subject to all easements

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

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

To the best knowledge and belief of the undersigned, the party in possession of the property is MITCH PATTON or a tenant or tenants.

as attorney in Fact for MITCH PATTON L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jul11,18,25,Aug1)B

## NOTICE OF SALE UNDER POWER

**GEORGIA, UNION COUNTY** This is an attempt to collect a debt and any information obtained will be used for that purpose.

By virtue of a Power of Sale contained in that certain Security Deed and Agreement from Lester C. Chesser, Jr. and Crystal L. Chesser to Community & Southern Bank N(Jul11,18,25,Aug1)B (by virtue of that certain Assignment of Security Instruments and Other Loan Documents, filed and recorded June 9, 2010 in Deed Book 835, Page 291, Union, Georgia Records, assignee of the Federal Deposit Insurance Corporation in receivership of Appalachian Community Bank) ("Commu-nity & Southern Bank"), dated November 14, 2007, filed and recorded November 21 2007 in Deed Book 736, Page 395, UNION COUNTY, Georgia Records (as amended, modified, or revised from time to time, "Security Deed"), said Security Deed having been given to secure a Note (the "Note") in the original principal amount of ONE HUNDRED THIRTEEN THOUSAND FIVE HUN-DRED THIRTY-TWO AND 35/100THS DOL-LARS (\$113,532.35), with interest thereon as provided for therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of UNION COUNTY, Georgia, within the legal hours for sale on the first Tuesday in August, 2012, all property described in said Security Deed, including, but not limited to, declarant's rights, if any, and, without limitation, the following described property (or so much thereof as has not, as of said first Tuesday, by duly executed and recorded instrument, previously been released from the lien of the Security Deed): ALL THAT TACT OR PARCEL OF LAND LY-ING AND BEING IN THE 10TH DISTRICT. 1ST SECTION, LAND LOT 83, UNION COUNTY GEORGIA, BEING LOT TWENTY-TWO (22) OF COOSA VALLEY SUBDIVISION. CONTAINING 2.43 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY B. KEITH ROCHES-TER AND ASSOCIATES. INC., DATED JUNE 8, 1987, AND RECORDED IN PLAT BOOK P, PAGE 245, UNION COUNTY, GEORGIA RE-CORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF FOR A MORE FULL AND COMPLETE DESCRIPTION. LESS AND EXCEPT: ALL THAT TACT OR PARCEL OF LAND LY-ING AND BEING IN THE 10TH DISTRICT, 1ST a point; SECTION, LAND LOT 83, UNION COUNTY GEORGIA, AND BEING A PORTION OF LOT 22 COOSA VALLEY SUBDIVISION. CONTAINING COUSA VALLET SUBJIVISION, CONTAINING O.016 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY ROCHESTER AND ASSOCIATES, INC., DATED JUNE 9, 1997, AND RECORDED IN PLAT BOOK 39, PAGE 49, UNION COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY DECEMPENCE AND MADE A DADE LUEDED BY REFERENCE AND MADE A PART HEREOF FOR A MORE FULL AND COMPLETE DE-SCRIPTION. 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 exnenses of the sale, including attorneys' fees and other payments provided for under the terms of the Security Deed and Note. REGINNING Said property will be sold subject to the following items which may affect the title to said property: all zoning ordinances; 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; all outstanding bills for public utilities which constitute liens upon said property; all restrictive covenants, ease-ments, rights of way and any other matters of record superior to said Security Deed. 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 debi collectors. Any information obtained will be used for that purpose. Community & Southern Bank as Attorneyin-Fact for Lester C. Chesser, Jr. and Crystal L. Chesser Contact: Guillermo Todd, Esg

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

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Anthony W Pafford to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$106,400.00 dated 08/09/2002, and recorded in Deed Book 427, page 288, Union County records, said Security Deed being last transferred and assigned to CitilMortgage, Inc. in Deed Book 889, Page 477, 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 August, 2012 by CitiMortgage, Inc., as Attorney-in-Fact for Anthony W Pafford the following described property: Tract I

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 205 & 206 of Union County, Georgia, containing 3 acres, more or less, described s follov

BEGINNING at the branch at a utility pole; thence a Northeast direction with the road to the Creek at a culvert; thence down the creek a South direction to the branch; thence up the branch a Southeast direction to the point of BEGINNING. Tract II

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 205 & 206 of Union County, Georgia, containing 1.3 acres, more or less, de-scribed as follows: BEGINNING at the Southwest corner of Gene

F. Rogers property line; thence Southwest with the Stevens Creek Road 500 feet to a branch; thence Northwest 52 feet along the branch; thence due North with the Stevens Creek 480 feet back to the branch at the Gene Rogers property line, the point of the RFGINNING BEGINNIÑG.

Property known as: 2211 Rogers Road, Blairsville, GA 30512

The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby this sale will be made for the purposes of paying the same and all expenses of sale, been given as provided by law). The property will be sold as the property

of The Aforesaid Grantors subject to the

(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out

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:

Indebienness is: CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368 PHONE: 866-272-4749 Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is An-thony W Pafford. CitiMortgage, Inc., as Attorney-in-fact for Anthony W Pafford. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 11-14466

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

IN DEED TO SECURE DEBT Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Susie M. Rose and Mark A King to Mortgage Electronic Registration Sys-tems, Inc. in the original principal amount of \$371,600.00 dated 04/22/2009, and recorded in Deed Book 799, page 219, Union County records, said Security Deed being last transferred and assigned to CitiMort-

gage, Inc. in Deed Book 884, Page 504, 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 August, 2012 by CitiMortgage, Inc., as At-torney-in-Fact for Susie M. Rose and Mark A King the following described property: All that tract or parcel of land lying and being in the 0th Dictict 1st Section Land

being in the 9th District, 1st Section, Land Lots 233 & 234 of Union County, Georgia, containing 11.95 acres, more or less, and being more particularly described as fol-

BEGINNING at the Land Lot corner common to Land Lots 199, 200, 233 and 234; thence South 13 degrees 03 minutes 30 seconds East 1,050.82 feet to an iron pin; thence South 68 degrees 09 minutes 15 seconds West 553.16 feet to a point; thence South 0 degrees 00 minutes East 520.75 feet to an iron pin and the True Point of Beginning; thence North 49 degrees 30 minutes East 100 feet to an iron pin; thence South 61 degrees 05 minutes East 27.90 feet to a point in the centerline of Jordan Rose Drive; thence following said centerline of Jordan Rose Drive Four (4) courses and distances, South 29 degrees 00 minutes East 154.35 feet, South 44 degrees 47 minutes East 89.19 feet, South 67 degrees 05 minutes East 73.49 feet to thence South 21 degrees 10 minutes West 489.56 feet to a rock and iron pin; thence South 88 degrees 23 minutes 30 seconds West 218.77 feet to a point; thence South 61 degrees 34 minutes 30 seconds West 174.22 feet to an axle; thence South 53 degrees 32 minutes 45 seconds West 178.89 feet to a point; thence South 21 degrees 05 minutes 30 seconds West 193.33 feet to a point; thence South 15 degrees 30 minutes 30 seconds West 145.07 feet to a fence post on the north right-of-way of County Road #24; thence North 56 degrees 43 min-utes 15 seconds West 130.83 feet to a point on the north right-of-way of County Road #24; thence North 10 degrees 00 minutes 45 seconds West 227.82 feet to a point; thence North 05 degrees 00 minutes East 175 feet to a point; thence North 0 degrees 29 minutes 15 seconds East 146.81 feet to an iron pin; thence North 44 degrees 27 minutes East 780 feet to the TRUE POINT OF

## NOTICE

GEORGIA. UNION COUNTY PROBATE COURT Edith Garrett has petitioned to be appoint-ed Administratorof the estate of Ella Mae Ingram, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted All objections to the netition must 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 August 20, 2012, 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 quality to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. Dwain Brackett Probate ludge Dwain Brackett, Probate Judge

By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512 706-439-6066

N(Jul25,Aug1,8,15)B

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

RE: Estate of Mary Pauline Stephens All creditors of the Estate of Mary Pauline 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 the law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 26th day of July, 2012. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Aug1,8,15,22)B

GEORGIA. UNION COUNTY PROBATE COURT Glenda C. Taylor has petitioned to be ap-pointed Administrator of the estate of Anne Narcissa Cooley, deceased, of said County, (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before August 27, 2012, All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512 706-439-6066 N(Aug1,8,15,22)B

IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA

Sharon Beatrice Blasingame, Plaintiff Chase William Blasingame, Defendant

Civil Action No. 12-CV-454-SG To: Chase William Blasingame, 1304 Dean

Io: Chase William Blasingame, 1304 Uean Forest Road, Savannah, GA 31405 Notice of Publication By Order for service by publication dated the 6th day of July, 2012, you are hereby notified that on the 9th day of July, 2012, Sharon Beatrice Blasingame filed suit against you for Complaint for Divorce Without Minor Children. You are required to file with the Clerk of Superior Court and to serve uoon plaintiff's attorney. Sharon to serve upon plaintiff's attorney, Sharon Blasingame-Pro-Se 168 Red Oak Lane, Blairsville, GA 30512 an Answer in writing

within sixty (60) days of the date of the order for publication. Witness, the Honorable N. Stanley Gunter, Judge of the this Superior Court This the 9th day of July, 2012

## IN THE SUPERIOR COURT

IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA BRANCH, BANKING AND TRUST CO., Petitioner

## JEREMY D. ADAMS.

N(Jul18,25,Aug1,8)

Respondent Civil Action File No: 10-CV-110

Notice of Publication By Order for Service by Publication dated

the 11th day of January, 2012, you are hereby notified that on the 5th day of Feb-ruary, 2010, BRANCH, BANKING AND TRUST CO., filed suit against you for Confirmation of Eoreclocure Sale

of Foreclosure Sale. Respondent shall appear in the Superior Court of Union County and show cause why the relief requested in Petitioner's Applica-tion for Confirmation and Approval of Foreclosure Sale should not be granted before the Honorable N. Stanley Gunner, Courtroom on the 9th day of October, 2012, at 9 a.m. Witness the Honorable N. Stanley Gunner,

as Attorney-in-Fact for ASHLEY LYNN BENSON Judge of this Superior Court This 24th day of July, 2012 Judy L. Odom, Clerk of Superior Court Union County, Georgia N(Aug1,8,15,22)E

members, appurtenances, and personalty located thereon and described in the Seby Rochester & Associates, Inc., RS 42653. dated 07/25/01, revised 08/01/01 and re-corded in Plat Book 49, Page 136, Union County, Georgia records, which plat is by curity Deed:

All that tract or parcel of land lying and be-ing in Land Lot 273, 9th District, 1st Section. City of Blairsville. Union County. Georgia being Tract 2, containing 0.744 acres and Tract 3 containing 0.069 acres, as per plat of survey by Landtech Services, Inc. RS# 2653, dated February 26, 2003 revised November 30, 2004 and recorded in Plat Book 55. Page 116, Union County, Georgia records, which plat is by reference incorpo-rated herein and made a part hereof.

The property is subject to the road and power line as shown on the aforesaid plat. The property is subject to the easement to the City of Blairsville as recorded in Deed Book 643, pages 563-565, Union County, Georgia records.

The above-described property is improved property known as 134 School Circle, Blairsville, Georgia 30512, according to the present system of numbering property in Union County, Georgia. The Secured Indebtedness has been and is

hereby accelerated and declared due because of, among other possible events of default, failure to pay the Secured Indebtedness as and when due and in the manner rovided in the instruments evidencing the ecured Indebtedness and Security Deed. The Secured Indebtedness remaining in default, the sale will be made for purposes of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (written notice of intent to collect attorney's fees having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants and matters of record superior to the Security Deed.

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

ants claiming through it. NANTAHALA BANK & TRUST COMPANY, Attorney-in-Fact and Agent for MELISSA **GESSLING L.L.C.** 

Edwin H. Garrisor

Burr & Forman LLP

Suite 1100, 171 Seventeenth Street, N.W. Atlanta, Georgia 30363 Email: ehgarris@burr.com

(404) 815-3000 (404) 214-7945

THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jul11,18,25,Aug1)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 COY LEE DOCKERY to Appalachian Community Bank dated August 4, 2008, recorded August 15, 2008, in Deed Book 771, Page 298, Union County, Georgia records, as transferred to Community & Southern Bank pursuant to that certain Purchase and Assumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835, Page 291, Union County Records, with an Amendment and Clarifi-cation recorded in Deed Book 1624, Page 122, Union County, Georgia records, said Security Deed being given to secure a Note from COY LEE DOCKERY dated August 25, 2009, in the original principal amount of One Hundred Thirty Nine Thousand Eighty Five and 46/100 (\$139,085.46) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest hidder for cash before the Courthouse door at Union County, Geor-gia, within the legal hours of sale on the first Tuesday in August, 2012, the following

first Tuesday in August, 2012, the following described property: All that tract or parcel of land lying and being in Land Lot 245, 9th District, 1st Section, Union County, Georgia, containing 1.50 acres as shown on a plat of survey by Landtech Services, Inc., RS #2653, dated 11/26/07 and recorded in Plat Book 60 page 200 Union County records, which descrip-tion on said plat is hereby incornorated by tion on said plat is hereby incorporated by

reference and made a part hereof. The property is subject to two 10 foot gravel driveway easements (a portion of one

being asphalt) as shown on said plat. Grantor grants to grantee a non-exclusion easement for ingress and egress to the above property over and across County Road #209 to and from the intersection with Pat Colwell Road, as shown on said plat.

All that tract or parcel of land lying and being in Land Lot 245, 9th District, 1st Section, Union County, Georgia, containing 2.72 acres and being more particularly described as Tract One (1) on a plat of survey by Landtech Services, Inc, RS #2653, dated 6/1/07 and recorded in Plat Book 60 page 29 Union County records, which description on said plat is hereby incorporated by ref-erence and made a part hereof. The property is subject to two 10 foot grav-el driveway easements (a portion of one being asphalt) as shown on said plat. The property is subject to the powerline easement as shown on said plat. Grantor grants to grantee a non-exclusive

easement for ingress and egress to the above property over and across County Road #209 to and from the intersection with Pat Colwell Road, as shown on said plat.

NOTICE OF SALE UNDER POWER STATE OF GEORGIA

**COUNTY OF UNION** 

N(Jul11,18,25,Aug1)B

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by JOHN WESLEY TURNER AND PAMELA SUE TURNER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR AMERICAN BROKERS CON-DIJIT dated 09/01/0005 DUIT , dated 08/31/2005, and Recorded on 09/01/2005 as Book No. 600 and Page No. 591-608, UNION County, Georgia records, as last assigned to US BANK NATIONAL ASSO-CIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CER-TIFICATES, SERIES 2006-3, by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$420,000.00, with interinal est at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the UNION County Courthouse within the legal hours County Courthouse within the legal hours of sale on the first Tuesday in August, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOTS 179 & 182 OF UNION COUNTY, GEORGIA, CONTAINING 0.860 ACRE, MORE OR LESS, AND BEING LOT 62 OF ARROWOOD POINTE SUBDIVISION, PHASE II, AS SHOWN ON A PLAT OF SURVEY BY TAMBOK ASSOCI-ON A PLAT OF SURVEY BY TAMROK ASSOCI-ATES, INC., DATED 10/9/00 AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 46. PAGE 137. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

SUBJECT TO THE ROAD EASEMENTS SHOWN ON THE PLAT. SUBJECT TO RESTRICTIONS RECORDED IN

UNION COUNTY RECORDS IN DEED BOOK 357, PAGE 196-199. SUBJECT TO THE POWER LINE EASEMENT

TO BLUE RIDGE MOUNTAIN ELECTRIC MEM-BERSHIP CORPORATION RECORDED IN UNION COUNTY RECORDS IN DEED BOOK

235, PAGE 799. Subject to the buliding set -back line AS SHOWN ON SAID PLAT

GRANTOR ALSO GRANTS TO GRANTEE A NOT- EXCLUSIVE PERPETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY. The debt secured by said Deed to Secure Debt 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 Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The entity that has full authority to nego-tiate, amend, and modify all terms of the mortgage with the debtor is: AMERICA'S SERVICING COMPANY, 3476 STATEVIEW BLVD, Foreclosure, FORT MILL, SC 29715, 800-288-3212. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 7105 ARROWOOD LAND-ING. BLAIRSVILLE, GEORGIA 30512 is/are: JOHN WESLEY TURNER AND PAMELA SUE TURNER or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for cer-tain procedures regarding the rescission of iudicial and noniudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT N(Jul11,18,25,Aug1)B

ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Donna T. Sticher to Wells Fargo Bank, N.A.,

Busch, Slipakoff & Schuh, LLP 3350 Riverwood Parkway, Suite 1550 Atlanta, Georgia 30339 Telephone (770) 790-3550

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

N(Jul11,18,25,Aug1)B

IN DEED TO SECURE DEBT Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Brian T. Allen to Mortgage Elec-tronic Registration Systems, Inc. in the original principal amount of \$155,400.00 dated 12/30/2005, and recorded in Deed Book 623, page 497, Union County records, said Security Deed being last transferred and assigned to MortgageIT, Inc. in Deed Book 865, Page 649, 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 August, 2012 by MortgageIT, Inc., as Attorney-in-Fact for Brian T. Allen the following described property: All that tract or parcel of land lying and be-

ing in the 10th District, 1st Section, Land Lot 83 of Union County, Georgia, containing 0.84 acres, more or less, as shown on a plat of survey by Blairsville Surveying Co., dated September 28, 1999, and recorded in Union County Records In Plat Book 45, Page 26. Said plat is incorporated herein, by reference hereto, for a full and complete de-scription of the above described property. Grantors also grant to grantee a non-exclu-sive perpetual easement for the use of the roads for Ingress and egress to the above described property.

Property known as: 3925 Henry Young Lane, Blairsville, GA 30512

The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of pay-ing the same and all expenses of sale, including attorney's fees, (notice having been iven as provided by law). The property will be sold as the property of given :

The Aforesaid Grantors subject to the fol-

lowing: (1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above 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:

### LESS AND EXCEPT:

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 233 and 234 of Union County, Georgia, containing 3.031 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated July 16, 1996 and recorded in Union County Records in Plat Book 37, Page 9. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above refer-

enced property. Subject to a Roadway Easement to Jordan Rose Drive as it crosses the southern boundary of Tract conveyed to Bill Rose and the northern boundary of the Tract conveyed to Lillie Mae Rose Darby. Also subject to a Road Easement reserved for Ethal Rose to Jordan Rose Drive across the northern boundary of the above described

property. Property known as: 1269 Ledford Road,

Blairsville, GA 30512 The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby, this sale will be made for the purposes of paying the came and all expenses of sale 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 The Aforesaid Grantors subject to the following:

 all valid zoning ordinances; (3) all valid zoning ordinances; (3) anters which would be disclosed by an accurate survey of the property; (4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above.

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 ndebtedness is:

CitiMortgage, Inc.

1000 Technology Drive O'Fallon, MO 63368 PHONE: 866-272-4749

Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness.

To the best of the undersigned's knowledge and belief, the party in possession is Susie M. Rose and Mark A King.

CitiMortgage, Inc., as Attorney-in-fact for Susie M. Rose and Mark A King. This law firm is acting as a debt collector

attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C.

South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346

Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-05335

N(Jul11,18,25,Aug1)B

## NOTICE OF SALE UNDER POWER

RUTICE OF SALE UNDER FOWER GEORGIA, UNION COUNTY Because of the default in the payment of a note executed by LARRY D. PATTERSON in favor of CADENCE BANK, N.A. in the original principal amount of \$149,317.46 secured by a Deed to Secure Debt executed by LAR-RY D. PATTERSON to SEASONS BANK, now known as CADENCE BANK, N.A., successor by merger with Seasons Bank, dated Janu-ary 7, 2005, recorded in Deed Book 562, pages 666-671, Union County, Georgia Deed Records, as modified, the undersigned has declared the full unpaid amount of the in-debtedness secured by said deed due 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 August, 2012, during the legal hours of sale at the Courthouse in Union County, Georgia, sell at public outcry to the highest bidder for cash, the land and all improvements thereon, the property described as follows:

All that tract or parcel of land lying and be-ing in Land Lot 216, 9th District, 1st Sec-tion of Union County, Georgia, and being shown as Tract 6, containing 4.93 acres, more or less, all on a plat of survey pre-pared by Blairsville Surveying Co., dated April 6, 1999, and recorded in Plat Book 53, page 29, Union County, Georgia records, which description on said plat is incorpo-ted bergin by acferment and plat is incorporated herein by reference and made a part Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fix-tures, and replacements that may now, or at any time in the future, be part of the real This property is also conveyed along with and subject to all existing easements and restrictions of record. This sale will be held subject to any out-standing ad valorem taxes (including taxes which are a lien but not yet due and pay-able), any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, easements, rights of way, and matters of record superior to the Deed to Secure Debt first set out above. The indebtedness remaining in default, the sale will be made for the purpose of apply-ing proceeds thereof to the payment of the indebtedness secured by the Deed to Secure Debt, accrued interest and expenses of the sale and other sums secured by the Deed to Secure Debt, and the remainder, if any, shall be applied as permitted by law. The entity that has full authority to nego-tiate, amend, and modify all terms of the mortgage with the debtor is Cadence Bank, N.A., P.O. Box 1187, Starkville, MS 39760, (662-320-8343). 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 LARRY D. PATTERSON and said property will be sold as the property of LARRY D. PATTERSON. The sale will be conducted subject to (1) confirmation that the sale is Code and (2) final confirmation and audit of the status of the loan with the holder of the Deed to Secure Debt. 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 CADENCE BANK, N.A., As Attorney in Fact for LARRY D. PATTERSON **D. Thomas LeFevre** Stewart, Melvin & Frost, LLP P. O. Box 3280 Gainesville, GA 30503 770-536-0101 N(Jul11,18,25,Aug1)E

SUISSE FIRST BOSTON MORTGAGE SECU-RITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-3 as Attorney in Fact for JOHN WESLEY TURNER AND PA MELA SUE TURNER. THIS LAW FIRM IS ACT ING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OB-TAINED WILL BE USED FOR THAT PURPOSE. 20120134000803 BARRETT DAFFIN FRAP-PIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.

NOTICE OF SALE UNDER POWER

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

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

LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Ste-phen Shenkman and Sandra Shenkman to Mortgage Electronic Registration Systems, Inc. as nominee for Wachovia Mortgage Corporation. Its Successors and Assigns dated December 11, 2003, recorded in Deed Book 502, Page 297, Union County, Georgia Records. as last transferred to JPMorgan Activity, as last transferred to priving an Chase Bank, National Association by as-signment recorded in Deed Book 896, Page 282, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY-EIGHT THORSAND EVEN HUNDRED AND CHOOD THOUSAND FIVE HUNDRED AND 0/100 DOL-LARS (\$238,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in August, 2012, the following described property: All that The following described property: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lots 17 & 20 of Union County, Georgia, containing 1.781 acres, more or less, and being Lot "A" of Riverbend II Subdivision, as shown on a plat of survey by B. Keith Rochester & Associates Inc. dated Sentember 24 1087 Associates, Inc., dated September 24, 1987 and recorded in Union County Records in Plat Book 34, Page 228. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, in-cluding attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the par-ty in possession of the property is Stephen C Shenkman & Associates, P.A. or a tenant or tenants and said property is more com-monly known as 1999 Riverbend Circle, 571 RIVERBEND RD, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank. National Association as Attorney in Fact for Stephen Shenkman and Sandra Shenkman Johnson & Freedman, LLC 1587 Northeast Express-& reeunian, LLC 1357 Normeast express-way Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ng4 8/7/12 Our file no. 1239911-FT20 N(Jul4,11,18,25,Aug1)B

## NOTICE OF SALE UNDER POWER

**GEORGIA, UNION COUNTY** By virtue of a Power of Sale contained in that certain Security Deed from MICHAEL J. WHITE to MORTGAGE ELECTRONIC REG-ISTRATION SYSTEMS, INC., AS NOMINEE FOR NATIONPOINT, A DIV. OF FFFC, AN OP. SUB. OF MLB&T CO., FSB, dated February 6, 2007, recorded February 12, 2007, in Deed Book 691, Page 218, Union County, Georgia Records, said Security Deed hav-ing been given to secure a Note of even data in the original principal amount of in i original principal amou Sixty-Seven Thousand Five Hundred and 00/100 dollars (\$67,500.00), with interest thereon as provided for therein, said Secu-rity Deed having been last sold, assigned and transferred to U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR TO LASALLE BANK, N.A. AS TRUSTEE FOR THE HOLDERS OF THE MERRILL LYNCH FIRST FRANKLIN MORTGAGE LOAN TRUST, MORT-GAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-1, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, all property described in said Security Deed including but not limited to the following described

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

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

CATED 995 FEET WEST OF THE SOUTHEAST CORNER OF SAID LAND LOT AS MEASURED ALONG SOUTH LINE OF SAID LAND LOT; THENCE NORTH 02 DEGREES 14 MINUTES EAST, 360 FEET TO A POINT; THENCE SOUTH 86 DEGREES 00 MINUTE EAST, 240 FEET TO A POINT; THENCE NOOTH 02 DECREES 14 MIN POINT; THENCE NORTH 02 DEGREES 14 MIN-UTES EAST, 129.1 FEET TO A POINT; THENCE NORTH 57 DEGREES 21 MINUTES

WEST, 358.1 FEET TO A POINT LOCATED IN THE CENTER OF A STREAM;

THENCE SOUTHWESTERLY FOLLOWING THE THENCE SUCH AND STREAM FOLLOWING THE CENTER LINE OF SAID STREAM 683 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF LAND LOT 238; THENCE SOUTH 86 DEGREES OO MINUTES EAST, 198.6 FEET TO THE POINT OF BEGINNING. FOR INFORMATIONAL PURPOSES ONLY: THE ADD IS SUCHWAN BY THE COUNTY ASSESSOO APN IS SHOWN BY THE COUNTY ASSESSOR AS 079-029A; SOURCE OF TITLE IS BOOK 170. PAGE 96

and JASON R. BENSON David W. Adams, Esquire Ellis, Painter, Ratterree & Adams LLP 2 East Bryan Street, Suite 1001 Savannah, Georgia 31401 (912) 233-9700

(912) 233-9700 THIS LAW FIRM MAY BE ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE ABOVE-REFERENCED SERVICER AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE. N(Jul11,18,25,Aug1)B

### NOTICE OF SALE UNDER POWER

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

Under and by virtue of the Power of Sale contained in a Security Deed given by Perry P. Gambrell, Jr. to, dated September 21, 2007, recorded in Deed Book 729, Page 28, Union County, Georgia Records, as last transferred to SunTrust Mortgage, Inc. by assignment to be recorded in the Office of the Člerk of Superior Court of Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED AND 0(100 DDI LADE (120 E00) with AND 0/100 DOLLARS (\$139,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in August, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, 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 inspec-tion of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate amend and modify all terms of negotiate, amend, and modify all terms of the mortgage with the debtor is: Suntrust Mortgage, Inc., 1001 Semmes Avenue, Richmond, VA 23224, 866-384-0903. 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 undersigned, the party in possession of the property is Perry P. Gambrell, Jr. and Le-nora F. Gambrell or a tenant or tenants and said property is more commonly known as 1610 April 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. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. SunTrust Mortgage, Inc. as Attorney in Fact for Perry P. Gambrell, Jr. McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotine. MR/tm10 8/7/12 Our file no. 5624812-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 217, 17th District, 1st Section, Union County, Georgia, being Lot 11E of Doc Thomas Ridge Subdi-vision, containing 0.682 acres, more or less as shown on a plat of survey by Rochester & Associates, Inc., dated April 17, 1992 and recorded in Union County Georgia Records; in Plat Book 44, Page 236; which plat and legal description thereon are incorporated herein by reference thereto. Said propert is subject to the road right of way and ut ity right of way across east end of Lot 11E for continued use to April Lane reserved by Bobby Poteete as recorded in Deed Book 459, Page 808, Union County, Georgia Records. Subject to an easement to Blue Ridge Mountain EMC as recorded in Union County Records in Deed Book 193, Page 623. Subject to road easement as shown plat. MR/tm10 8/7/12 Our file no. 5624812 - FT15

#### **NOTICE OF SALE UNDER POWER**

N(Jul11,18,25,Aug1)B

GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-

THIS LAW FIRM IS ACTING AS A DEBI COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Chris-topher M Meigs and Deborah L Meigs to Mortnane Electronic Renistration Systems Mortgage Electronic Registration Systems, Inc., dated July 31, 2007, recorded in Deed Book 720, Page 482, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 882, Page 290, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SEVENTY-THREE THOUSAND TWO HINNREP. TWENTY AND 0/100 DOLLARS HUNDRED TWENTY AND 0/100 DOLLARS (\$73,220.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in August, 2012, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with fixtures evidenced by Mo-bile/Manufactured Home Certificates of Permanent Location, recorded in aforesaid cords, as follow: a) Dated 1/7/2008, recorded in Deed Book

742 Page 348, and b) Dated 1/7/2008, recorded in Deed Book 742 Page 349

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

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and 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 COY LEE DOCKERY or a tenant or tenants.

COMMUNITY & SOUTHERN BANK

as attorney in Fact for COY LEE DOCKERY L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00365 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jul11,18,25,Aug1)B

**NOTICE OF SALE UNDER POWER** 

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

Under and by virtue of the Power of Sale contained in a Security Deed given by Wil-liam Piechocniski and Sonya Piechocniski to Mortgage Electronic Registration Sys-tems, Inc., dated August 4, 2006, recorded in Deed Book 773, Page 764, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Ser-vicing, LP by assignment recorded in Deed Book 894, Page 677, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY AND 0/100 DOLLARS (\$165,780.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in August, 2012, 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 de-clared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set out above. The entity that has full authority out above. The entry that has the automy to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. 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 undersigned, the party in possession of the prop-erty is William A. Piechocniski and Sonya L. Piechocniski or a tenant or tenants and said property is more commonly known as 5334 lvy Log Dr, 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. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a per-sonal money judgment against you. Bank of America, N.A., successor by Merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP as Attorney in Fact for William Piechocniski and Sonya Piechocniski McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ alb 8/7/12 Our file no. 5186912-FT11 EX-HIBIT "A" The land referred to in this policy is situated in the State of GA, County of Union, City of Blairsville and described as follows: All that tract or parcel of land lying and being in Land Lot 83 of the 9th District, Union County, Georgia, bing Lot 1, Phase III, Ivy Log Estates Subdivision, as per plat reorded in Plat Book 38, Page 256, records of Union County, Georgia, which plat is by reference incorporated herein and made a part hereof. APN: 051-012-C01 MR/qlb

8/7/12 Our file no. 5186912 - FT11 N(Jul11,18,25,Aug1)B STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

dated May 5, 2006, recorded in Deed Book 645, Page 69, Union County, Georgia Re-cords, conveying the after-described property to secure a Note in the original princi-pal amount of SIXTY THOUSAND AND 0/100 DOLLARS (\$60,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in August, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's bes sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, any assessments, liens, encumbrances zoning ordinances, restrictions, covenants and matters of record superior to the Se curity 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: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law negotiate, amend, or modify the terms the mortgage instrument. To the best knowledge and belief of the undersigned. the party in possession of the property is Donna T. Sticher or a tenant or tenants and said property is more commonly known as 6799 Confidence Church Rd, 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. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Donna T. Sticher McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/jkw 8/7/12 Our file no. 5577812-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 287 of Union County, Georgia, contain-ing 0.70 acres, more or less, as shown on a plat of survey by Jack Stanley Union County Surveyor dated July 16, 1984 and recorded in Union County Records in Plat Book Q, Page 93. Said plat is incorporated herein, by reference hereto for a full and comby reference hereto, for a full and com-plete description of the above described property. Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property. Subject to road easements as shown on plat. Subje to boundary line agreement as recorded in Union County records in Deed Book 368 page 42. Subject to a non-exclusive perpetual easement for the use of the roads for ingress and egress to the above de-scribed property. MR/jkw 8/7/12 Our file no. 5577812 - FT7 N(Jul11,18,25,Aug1)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 JAY MC-CARTER to Appalachian Community Bank dated March 21, 2007, recorded April 3, 2007, in Deed Book 700, Page 503, Union County, Georgia records, as transferred to Community & Southern Bank pursuant to that certain Purchase and Assumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit Insurance Corpo-ration, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835, Page 291, Union County Records, said Security Deed being given to secure a Note from JAY MCCARTER dated August 28, 2008, in the original principal amount of Ninety Two Thousand Ninety One and 50/100 (\$92,091.50) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, the following de-

All that tract or parcel of land lying and being in Land Lot 12, 10th District, 1st Section, Union County, Georgia, containing 0.768 acre and being shown as Tract Four (4), on a plat of survey by Cleveland & Cox Land Surveying, LLC, RLS, dated 10/5/06 and recorded in Plat Book 59 page 170 Union County records, which description on said plat is incorporated herein by refer-ence and made a part hereof.

The property is subject to the powerline easement to Blue Ridge Mountain EMC re-corded in Deed Book 481, Page 559, Union County records.

County records. Grantor grants to grantee a non-exclusive easement for ingress and egress to the above property along the gravel drive to and from Old Blue Ridge Highway, as shown on said plat. The debt secured by said Security Deed has been and is bereavy declared due be-

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

GMAC Mortgage, LLC 1100 Virginia Avenue Ft. Washington, PA 19034 PHONE: 800-850-4622

Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is Brian

T. Allen. MortgagelT, Inc., as Attorney-in-fact for Brian T. Allen.

This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346

Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-04969 N(Jul11,18,25,Aug1)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY By virtue of a Power of Sale contained in that certain Security Deed and Agreement from Gary Michael Vaughan and Janit Gunter Vaughan to Community & Southern Bank (by virtue of that certain Assignment of Security Instruments and Other Loan Documents, filed and recorded June 9, 2010 in Deed Book 835, Page 291, UNION COUNTY, Georgia Records, assignee of the Federal Deposit Insurance Corporation in receiv-ership of Appalachian Community Bank) ("Community & Southern Bank"), dated December 21, 2007, filed and recorded January 11, 2008 in Deed Book 743, Page 150, Union County, Georgia Records, re-recorded March 20, 2008 in Deed Book 752, Deco 727 district and recorded (a second Page 772, aforesaid records (as amended modified, or revised from time to time, "Security Deed"), said Security Deed having been given to secure a Note in the origina 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 COUNTY, Georgia, within the legal hours for sale on the first Tuesday in August, 2012, all property described in said Security Deed, including, but not limited to, declarant's rights, if any, and, without limitation, the following described property (or so much thereof as has not, as of said first Tuesday, by duly executed and recorded instrument, previously been released from the lien of

the Security Deed): ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 8TH DISTRICT. 1ST SEC TION, 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. 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 OF SURVEY. The indebtedness secured by said Security

Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including, but not limited to, the nonpayment of the 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 following items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or by inspection of the property; any outstanding taxes, including, but not limited to, ad valorem taxes, which constitute liens upon said property; special assessments: and all outstanding bills for public utilities which constitute liens upon said property; To the best of the knowledge and belief of the undersigned, the party in possession of the property is Gary Mi-chael Vaughan and Janit Gunter Vaughan

on tenant(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the United States Bankrupty Code and (2) to final confirmation and audit of the Security Deed Community & Southern the Security Deed. Community & Southern Bank and its counsel are acting as debt collectors. Any information obtained will be

used for that purpose. Community & Southern Bank as Attorney-in-Fact for Gary Michael Vaughan and Janit Gunter Vaughan Contact: Guillermo Todd, Esq. Busch, Slipakoff & Schuh, LLP 3350 Riverwood Parkway, Suite 1550

Atlanta, Georgia 30339 Telephone (770) 790-3550 N(Jul11,18,25,Aug1)B

#### NOTICE OF SALE UNDER POWER **GEORGIA. UNION COUNTY**

Under and by virtue of the Power of Sale contained in a Security Deed given by Rhonda D. Franklin and Gerald W. Franklin Rhonda D. Franklin and Gerald W. Franklin to CitiFinancial Services, Inc., dated Au-gust 8, 2007, recorded in Deed Book 722, Page 360, Union County, Georgia Records, last assigned to CitiFinancial Inc, a Mary-land Corporation, conveying the after-described property to secure a Note in the original principal amount of One Hundred Ten Thousand One Hundred Forty-Five and 05/100 DDLLARS (\$110,145.05), with inter-est thereon as set forth therein, there will be sold at public outcry to the highest bid-der for cash before the courthouse door der for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, 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 be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made der for cash before the courthouse door maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The entity that has full authority to nego-tiate, amend, and modify all terms of the mortgage with the debtor is: CitiFinancial North America Attention. Excelosure North America, Attention: Foreclosure Department, 1111 Northpoint, Suite 100 Bldg 4, Coppell, TX 75019 AND 877-675-3656. Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. 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 To the best knowledge and belief of the undersigned, the party in possession of the property is Rhonda D. Franklin and Gerald W. Franklin or a tenant or tenants and said property is more commonly known as 77 Franklin Place, Young Harris, GA 30582. CitiFinancial Inc,a Maryland Corporation

NOTICE OF SALE UNDER POWER

**GEORGIA, UNION COUNTY** Because of default in the payment of the indebtedness, secured by a Security Deed executed by Connie V Seitz and Steve D Seitz to Mortgage Electronic Registration Systems, Inc. as nominee for Bank of Hiawassee DBA Bank of Blueridge, its succes-sors and assigns dated October 1, 2007 in the amount of \$327,000.00, and recorded in Deed Book 731, Page 48, Union County, Georgia Records; as last transferred to JP-Morgan Chase Bank, National Association by assignment; the undersigned, JPMorgan Chase Bank, National Association pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed. will on the first Tuesday in August, 2012 during the legal hours of sale, at the Court-

house door in Union County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit: All that tract or parcel of land lying and be-ing in Land Lot 107, of the 10th District and 1st Section of Union County, Georgia, and

being Lot 19, containing 1 acre, of Hemlock Ridge Phase Two as per plat of survey by Southern Geosystems, LTD James C. Jones, G.R.L.S., dated September 1, 2005, and recorded in Plat Book 59, Pages 95-96, in the Office of the Clerk of Superior Court of Union County, Georgia. Reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein and for a more complete metes and bounds de-scription of the property herein described. which has the property address of 6885 Knights Gap Rd, Blairsville, Georgia., to-gether with all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions,

liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Said property will be sold as the property of Connie V Seitz and MSteve D Seitz and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said cale, all as provided in said deed of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforemen-

tioned Security Deed. JPMorgan Chase Bank, National Association Attorney in Fact for

No, Note Solution Sol

30572. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not Security Deed and Note, including but not limited to the nonpayment of the 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 (notice to collect same having been given) and all other payments provided for under

and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" basis without any representation, warranty or sis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assess-ments; liens; encumbrances; restrictions;

superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is MICHAEL J. WHITE, or tenants(s).

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

of the loan with the holder of the Security The entity having full authority to negotiate.

amend or modify all terms of the loar though not required by law to do so) is Lender Contact: BAC. Loss Mitigation Dept. P.O. Box 940070, Simi Valley, CA 93094-0070

USI CELEBRING NUMBER: 800-720-3758 U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERI-CA, N.A., AS SUCCESSOR TO LASALLE BANK, N.A. AS TRUSTEE FOR THE HOLDERS OF THE MERRILL LYNCH FIRST FRANKLIN MORT-GAGE LOAN TRUST, MORTGAGE LOAN AS-SET-BACKED CERTIFICATES, SERIES 2007-1 as Attorney in Fact for MICHAEL J. WHITE

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-POSE.

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA 30092

Telephone Number: (877) 813-0992 Case No. BAC-12-02291-0002 Ad Run Dates 07/10/2012, 07/17/2012, 07/24/2012, 07/31/2012

www.rubinlublin.com/property-listings. php N(Juli 1,18,25,Aug1)B

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

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 dis-closed by an accurate survey and inspec-tion of the property any assessments liens tion of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out

gotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. 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

undersigned, the party in possession of the property is Christopher M Meigs and Deborah L Meigs or a tenant or tenants and said property is more commonly known as 4279 Town Creek School Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to

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

This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal

money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP

Christopher M Meigs and Deborah L Meigs McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net

gia, containing 0.8 acres, more or less, as shown on a plat of survey by Lane S. Bishop & Assoc., dated July 15, 1986, and recorded in Union County Records in Plat Book R, Page 247. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described prop-

property.

The debt secured by said Security Deed has been and is hereby declared due be-

The entity that has full authority to ne-

as Attorney in Fact for

MR/cng 8/7/12 Our file no. 51564911-FT11 EXHIBIT "A"

All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lots 119 and 126 of Union County, Geor-

erty Also conveyed is an non-exclusive perpet ual easement for the use of the roads for ingress and egress to the above described

MR/cng 8/7/12 Our file no. 51564911 - FT11 N(Jul11,18,25,Aug1)B

Under and by virtue of the power of sale contained in a Security Deed from HJM SR, INC. to UNITED COMMUNITY BANK, dated April 30, 2008, recorded May 8, 2008, in Deed Book 759, Page 689, Union County, Georgia records, as last modified by Modification of Security Deed dated October 21, 2009, recorded in Deed Book 822, Page 222, Union County, Georgia records; also that certain Assignment of rents dated April 30, 2008, recorded in Deed Book 759, Page 699, Union County, Georgia records, said Security Deed being given to secure a Note from HJM SR, INC. dated October 21, 2009, in the original principal amount of Nine Hundred Sixteen Thousand Ten and 58/100 (\$916,010.58) Dollars, with interest from date at a rate per cent per annum on

the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in August, 2012, the following de-

scribed property: TRACT ONE (1): All that tract or parcel of land lying and be-ing in Land Lot 274, 9th District, 1st Section, of Union County, Georgia, containing 0.363

acres, more or less, as shown on a plat of survey by B. Keith Rochester & Assoc., Inc. and recorded in Union County records, as shown on a plat of survey by B. Keith Rochester & Assoc., Inc., dated August 20, 1987, and recorded in Union County records in Plat Book T, Page 41. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above

full and complete description of the above described property. The property is subject to a road easement as shown on said plat. The property is subject to an easement to Jenkins & Fix as recorded in Deed Book 159, Page 9, Union County records. The property is subject to the DOT Access Rights as recorded in Deed book 149, Page 490, Union County records. The property is subject to the right of way to DOT as recorded in Deed Book 108, Page 151, Union County records.

The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 138, Page 174-175, Union County records.

County records. TRACT TWO (2): All that tract or parcel of land lying and be-ing in Land Lot 274, 9th District, 1st Sec-tion, of Union County, Georgia, containing 0.082 acres, more or less, as shown on a plat of survey by B. Keith Rochester & As-soc., Inc. and recorded in Union County re-cords, as shown on a plat of survey by B. Keith Rochester & Assoc., Inc. dated March Keith Rochester & Assoc., Inc., dated March 24, 1988, and recorded in Union County re-cords in Plat Book T, Page 190. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

The property is subject to a road easement as shown on said plat. The property is subject to an easement to Jenkins & Fix as recorded in Deed Book 159, Page 9, Union County records. The property is subject to the DOT Access Rights as recorded in Deed book 149, Page

490, Union County records. The property is subject to the right of way to DOT as recorded in Deed Book 108, Page

151, Union County records. The property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 138, Page 174-175, Union County records

All Furniture, Fixtures and Equipment

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

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and 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 HJM SR, INC. or a tenant or

UNITED COMMUNITY BANK. as attorney in Fact for HJM SR, INC. L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03158

N(Jul11,18,25,Aug1)B

attorney's fees (notice of intent to collect attorney's fees having been given).

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

To the best knowledge and belief of the undersigned, the party in possession of the property is JAY MCCARTER or a tenant or

COMMUNITY & SOUTHERN BANK, as attorney in Fact for JAY MCCARTER L. Lou Allen

Stites & Harbison, PLLC 11 Mountain Street. Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00375

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jul11,18,25,Aug1)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 EVAN LANCE and JOANNA H. LANCE to Community & Southern Bank, dated June 18, 2010. recorded July 7, 2010, in Deed Book 837, Page 273, Union County, Georgia records, said Security Deed being given to secure a Note from JOANNA LANCE and EVAN LANCE of even date in the original principal amount of Thirty One Thousand Seven and 20/100 (\$31,007.20) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outry 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 August, 2012, the following de-

All that tract or parcel of land lying and be-ing in Land Lot 251, 9th District, 1st Sec-tion, Union County, Georgia containing 3.01 acres, more or less, as shown on a plat of survey by Blairsville Surveying Co., dated 02/26/2009, as recorded in Plat Book 61, Deap 024 Union County, Courts, Courts, which Page 224, Union County, Georgia, which description is incorporated herein by refer-

Grantor grants to grantee an ingress and egress along the proposed access ease-ment to GA Hwy. 325 as shown on said plat. Subject to easements, restrictions and res-

ervations of record not coupled with a right of reverter and taxes for the current year. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of navion the same ervations of record not coupled with a right and effor 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 displaced by average oursets oursering displaced 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 EVAN LANCE and JOANNA H. LANCE or a tenant or tenants.

COMMUNITY & SOUTHERN BANK, as attorney in Fact for EVAN LANCE and JO-ANNA H. LANCE

L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street. Suite 8

Blue Ridge, Georgia 30513 (706) 632-7923

File No. C0608-00372

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jul11,18,25,Aug1)E

as Attorney in Fact for Rhonda D. Franklin and Gerald W. Franklin MorrislHardwicklSchneider, LLC 1301 Hightower Trail. Suite 305

N(Jul11,18,25,Aug1)B

Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net MHS File #: GA-91000558-12 THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Connie V Seitz and Steve D Seitz McCurdy & Candler, L.L.C. (404) 373-1612

(404) 373-1012 www.mccurdycandler.com The North Georgia News Publication Dates:07-11-2012, 07-18-2012, 07-25-2012, 08-01-2012 File No. 12-05901 /FHLMC/sstojanovic File No. 12-05901 /FHLMC/sstojanovic

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. l(Jul11,18,25,Aug1)B