## North Georgia News

Legal Notices for November 20, 2013

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Raymond J. Collins, De-All debtors and creditors of the Estate of Raymond J. Collins, 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 estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).
This 25th day of October, 2013.
By: Kristin Stanley,
Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Nov6,13,20,27)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION

IN RE: Estate of Shelby Joyce Henson, De-All debtors and creditors of the Estate of Shelby Joyce Henson, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 1st day of November, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Nov6.13.20.27)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Willa Bel Caylor, Deceased All debtors and creditors of the Estate of Willa Bel Caylor, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the es-tate, according to law, and all persons indebted to said estate are required to

make immediate payment to the Personal Representative(s). This 5th day of November, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Herta Bottesch. Deceased All debtors and creditors of the Estate of Herta Bottesch, 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 14th day of November, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512

porary Letters of Guardianship Estate of Lexie White, Minor Date of Second Publication, If Any: November 13, 2013 To: Sandy Thompson You are hereby notified that a petition of the appointment of a temporary guardian has been filed regarding the above-named mi-nor. All objections to the Petition described above either to the appointment of a tem-porary guardian or the appointment of the petitioner(s) as temporary guardian(s), must be in writing, setting forth the grounds of any such objections, and must be filed with this Court no later than 14 days after this notice is mailed, or 10 days after this notice. notice is mailed; or 10 days after this notice is personally served upon you, or ten days after the second publication of this notice if you are served by publication. All pleadings must be signed before a notary public or Georgia probate court clerk, and filing fees must be tendered with your pleadings, un-less you qualify to file as an indigent party. Contact probate court personnel at the below address/telephone number for the required amount of filing fees. NOTE: If a natural guardian files an objection to the creation of the temporary guard-ianship, the petition will be dismissed. If a natural guardian files an objection to the appointment of the petitioner(s) as natural guardian files an objection to the

petition, a hearing on the matter shall be scheduled at a later date. Dwain Brackett, Probate Judge

By: Kristin Stanley Probate Court Clerk 65 Courthouse Street

Blairsville, Ga. 30512 N(Nov6,13,20,27)B APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME STATE OF GEORGIA, COUNTY OF UNION The undersigned hereby certifies that it is conducting a business in the County of Union, State of Georgia under the name: Coinstar, and that the type of business to be conducted is: Automated retail services, including automated coin-counting and that cluding automated coin-counting, and that said business is composed of the follow-ing corporation: Outerwall Inc., 1800 114th Ave SE, Bellevue, WA 98004. This affidavit is made in accordance with the Official Code of Georgia Annotated, Title 10, Chapter 1, Section 490. N(Nov13,20)B

OF UNION COUNTY STATE OF GEORGIA STATE OF GEORGIA ex rel. Jeffrey Langley District Attorney Enotah Judicial Circuit PROPERTY ONE: Real properly and residence located at 101 Dockery Creek Road, Union County Young

IN THE SUPERIOR COURT

DOCKETY Creek Koad. Union County Young Harris Georgia, 30582, being more particu-larly described as follow: All that Tract or parcel of land, including al improvement thereon lying and being in Land Lot 48 and 49, 9th District 1st Section of Union County, Georgia, containing one acre, more or less, and being described as follows: LOT #2 OF LOT #2 POINT OF BEGINNING on iron pin on origi-nal line in a North direction approximately 216 feet to an iron pin on iriginal line, then an East direction approximately 126 feet, to an iron pin on County Road, then in a Southeast direction with County Road approximately 243 feet to an iron pin on County Road, then in a West direction ap-proximately 300 feet to beginning corner

iron pin on original line. REFER to plat by Bruce Hunt, Book K-age 154. record d in the Union County record. Said plat is incorporated by reference here-to for a full and complete description of the above property. Said property conveyed by warranty deed from Dexter L. and Hazel G. Dockery to Gary and Sherry Dockery, in a joint tenancy with rights of survivorship dated April 17 1989 recorded in the records of the Clerk of Su-perior Court of Union County Georgia, in Deed Book 167, page 798. Civil Action No. 13-CV-572-RG Defendant in Rem (Gary and Sherry Dockery, Potential Claim-ants) CIVIL ACTION NO. 13-CV-572-RG NOTICE OF SUMMONS

vember 4, 2013, seeking condemnation of the above property on account of Violation of the Georgia Controlled Substances Act pursuant to O.C.G.A. Section 16-13-49. Any owner or interest holder is hereby notified to file a verified answer under pen-alty of perjury with the undersigned clerk within thirty (30) days from service of the

A Petition for Condemnation and Forfeiture was filed in the above-styled action on No-

petition or final publication in the newspa-per in which sheriff's advertisements are published in the form required by O.C.G.A. Section 16-13-49(0)(3). Judy L. Odom Clerk, Superior Court of Union County Copy to: District Attorney's Office Union County Courthouse 65 Courthouse Street, Box 6 Blairsville, GA 30512 (706) 439-6027 IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA STATE OF GEORGIA ex rel. Jeffrey Langley District Attorney Enotah Judicial Circuit

VS Property one: DEFENDANT IN REM (Gary and Sherry Dockery, Potential Claim-RULÉ NISI RULE NISI
In the above-styled action, a preliminary
conference and non-jury hearing will be
heard before this Court on the 6th day of
January, 2014, at 1:30 p.m. at the Union
County Courthouse or as soon thereafter as

counsel can be heard. This 4th day of Noveml Clerk, Superior Court Union County, Georgia STATE OF GEORGIA UNION COUNTY FORFEITURE LIEN The State of Georgia, by and through the District Attorney for the Enotah Judicial Circuit, hereby gives notice of the following: The State of Georgia claims a lien in the amount of Fifty Thousand Dollars (\$50,000.00) on the following described

property: Real property and residence located at 101 Dockery Creek Road, Union County, Young Harris, Georgia, 30582, being more particu-

larly described as follows:

All that Tract or parcel of land, including al improvements thereon, lying and being in Land Lots 48 and 49, 91h District, 1st Section of Union County, Georgia, containing one acre, more or less, and being described as follow LOT #2 OF LOT #2 POINT OT BEGINNING on iron pin on original line in a North direction approximately 216 feet to an iron pin on iriginal line, then an East direction approximately 126 feet, to an iron pill on County Road, then in a Southeast direction with County Road ap-proximately 243 feet, to an iron pin on County Road, then in a West direction ap-proximately 300 feet to beginning corn er iron pin on cripinal lies. iron pin on original line. REFER to plat by Bruce Hunt, Book K-page 154. recorded in the Union County records. Said plat is incorporated by reference here-

to, for a full and complete description of tile above property. above property.
Said property conveyed by warranty deed
from Dexter L. and Hazel G. Dockery to Gary
and Sherry Dockery, in a joint tenancy with
rights of survivorship, dated April 17, 1989, recorded in the records of the Clerk of Su-perior Court of Union County, Georgia, in Deed Book 167, page 798. z. The following person upon information and belief has an ownership interest in the property: Gary and Sherry Dockery 101 Dockery Creek Road Young Harris, GA 30582

This claim of lien is asserted pursuant to the forfeiture provisions of the Georgia Controlled Substances Act, O.C.G.A. § 16-13-49.

-. This claim of lien is filed in conjunction with the criminal action of The Slate of Georgia v. Gary Dockery and Sherry Dockery, Union
County warrant numbers 13-7688-A, B,C,
and 13-7689 , issued on the 12th day of
September, 2013, charging Gary Dockery
with Distribution of Controlled Substances
and Sherry Dockery with Distribution of a
Dangerous Prus in violation of the Geograp Dangerous Drug, in violation of the Georgia Controlled Substances Act. This 12th day of September, 2013.

This 12th day of september Respectfully submitted by: JEFFREY LANGLEY District Attorney Enotah Judicial Circuit State Bar No. 436610 (706) 439-6027 District Attorney's Office Enotah Judicial Circuit Enotah Judicial Circuit 65 Courthouse Street, Box 6 Blairsville, GA 30512 Cathy A Cox-Brakefield Chief Assistant District Attorney Enotah Judicial Circuit State Bar No. 192292

STATE OF GEORGIA Jeffrey Langley District Attorney Enotah Judicial Circuit NS
PROPERTY ONE:
Real property and residence located at 21
Buttons Lane, Union County, Blairsville,
Georgia, 30512, being more particularly described as follows: All of that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 238 of Union County, Georgia, contain-

IN THE SUPERIOR COURT OF UNION COUNTY

Union County Georgia records in Plat Book W, Page 33. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

This description is contained in Warranty Deed contained in the Union County re-Deed contained in the Union County re-cords in Deed Book 885, page 164.
DEFENDANT IN REM
(Marsha Woodham, Potential Claimant
CIVIL ACTION NO. 13-CV-573-SG
NOTICE OF SUMMONS
A Petition for Condemnation and Forfaiture A Petition for Condemnation and Forfeiture was filed in the above-styled action on November 4, 2013, seeking condemnation of

ing 2.157 acres, more or less, as shown on a plat of survey by William F. Rolander, RLS, dated June 9, 1989, and recorded in

vember 4, 2013, seeking condemnation of the deove property on account of Violation of the Georgia Controlled Substances Act pursuant to O.C.G.A. Section 16-13-49. Any owner or interest holder is hereby notified to file a verified answer under penalty of perjury with the undersigned clerk within thirty (30) days from service of the petition or final publication in the newspaper in which sheriff's advertisements are published in the form required by O.C.G.A. published in the form required by O.C.G.A. Section 16-13-49(o)(3). Judy L. Odom Clerk, Superior Court of Union County Copy to: District Attorney's Office 65 Courthouse Street, Box 6 Blairsville, GA 30512

(706) 439-6027 RULE NISI In the above-styled action, a preliminary conference and non-jury hearing will be heard before this Court on the 19th day of December, 2013, at 9 a.m. at the Union County Courthouse or as soon thereafter as counsel can be heard. This 7th day of November, 2013. Clerk, Superior Court Union County, Georgia STATE OF GEORGIA UNION COUNTY

FORFEITURE LIEN The State of Georgia, by and through the District Attorney for the Enotah Judicial Cir-cuit, hereby gives notice of the following: The State of Georgia files its lien in the amount of Two Hundred Fifty Five Thousand Dollars (\$255,000.00) on the following de-

scribed property:
Real property and residence located at 21
Buttons Lane, Union County, Blairsville,
Georgia, 30512, being more particularly described as follows:
All of that tract or parcel of land lying and
being in the 9th District 1st Section Land being in the 9th District, 1st Section, Land Lot 238, of Union County, Georgia, contain-ing 2.157 acres, more or less, as shown ning 2.157 acres, more or less, as shown on a plat of survey by William F. Rolander, R.L.S., dated June 9, 1989, and recorded in Union County, Georgia records Plat Book W, Page 33. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

erty. This description is contained in Warranty Deed contained in the Union County records in Deed Book 885, page 164. The following person upon information and belief has an ownership interest in the property: Marsha Woodham 21 Buttons Ln. Blairsville, GA 30512 This claim if lien is asserted pursuant to the forfeiture provisions of the Georgia Controlled Substances Act, O.C.G.A. § 16-

13-49. This claim of lien is filed in conjunction with the criminal action of The State of Georgia v Marsha Woodham, Union County warrants issued on the 7th day of September, 2013, charging Marsha Woodham with Violation of the Georgia Controlled Substances Act, including Possession of Methamphetamine with the intent to distribute This 9th day of September, 2013
Respectfully submitted by: Jeffery Langley

District Attorney Enotah Judicial Circuit State Bar No. 436610 Christopher Lew Assistant District Attorney **Enotah Judicial Circuit** 

State Bar No. 123511 District Attorney's Office

Enotah Judicial Circuit 65 Courthouse Street, Box 6 Blairsville, GA 30512

706-439-6027 N(Nov13,20)B

NOTICE OF ABANDONED MOTOR VEHICLE RE: 1981 Chevrolet Automobile Mfr. ID No. 1GBJP32M9B3319159 License No. Color: White ; 3 Door Body Style: Winnebago P30 TO WHOM IT MAY CONCERN The above automobile is presently located at 2081 John Smith Road, Blairsville, GA, 706-400-8858. Attempts to located the owner have been unsuccessful. The ve-

hicle is deemed abandoned under O.C.G.A. 40-11-2 and will be disposed of if not re-deemed. This notice given pursuant to Georgia Law. NOTICE OF PETITION TO CHANGE NAME GEORGIA, UNION COUNTY In Re: Juana Charlotte Adams Civil Action No. 13-CV-545-RG Notice is hereby given that Juana Charlotte Adams, the undersigned, filed her petition to the Superior Court of Union County, Georgia, on the 21st day of October, 2013, praying for a change in the name of petition from Juana Charlotte Adams to Jenny Crosby Adams. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the

filing of said petition. This 21st day of October, 2013 Judy L. Odom, Clerk of Court **NOTICE OF SEIZURE** OF PERSONAL PROPERTY **VALUED AT LESS THAN \$25,000**Pursuant to O.C.G.A. §16-13-49(n), any party claiming an interest in the following property is hereby notified that on the 6th day of September 2013, said property was seized by the undersigned agency in Union County, Georgia. Property Seized:

PROPERTY ONE: Seventy-three Hundred & 00/100 (\$7300.00) in United States Cur-PROPERTY TWO: Shotgun, .12 gauge Sears & Roebuck, Ted Williams Edition, Serial No. 0146222 Conduct giving rise to said seizure: Said property was found in the posses-sion of Royce Futch and Janie Nichols, and

was found in close proximity to a quantity of METHAMPHETAMINE, a Schedule II con-trolled substance, and was, directly or indirectly, used or intended for use to facilitate the possession, possession with intent to distribute, and/or distribution and sale of METHAMPHETAMINE or was the proceeds of said activity, in violation of the Georgia Controlled Substances Act. Further, the said property and the controlled substances were seized from the residence of Royce Futch and Janie Nichols, while they was in possession of a quantity of METHAMPHET-AMINE, along with digital scales, said location being in Union County, Georgia. The owner of said property is purported to Royce Martin Futch and Janie Elizabeth Nichols Futch 182 Gum Log Circle Blairsville, Georgia 30512 Any party claiming an interest in said property is hereby further notified that you must file any claim in accordance with 0.C.G.A.

§16-13-49(n)(4) within 30 days of the second publication of this Notice of Seizure in the North Georgia News, the legal organ and a newspaper of general circulation in Union County, by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, return receint requested Georgia, Union County Estate No. 13-180 In Re: Petition of Michael S. Akins for Temreceipt requested. This \_\_\_\_\_ day of \_\_\_ District Attorney Enotah Judicial Circuit SEIZING AGENCY: . 2013. Lt. Chad Deyton Union County Sheriff's Office 940 Beasley Street Blairsville, Georgia 30512 (706) 439-6066 By: Cathy A. Cox-Brakefield **Chief Assistant District Attorney** 65 Courthouse Street, Box 6 Blairsville, Georgia 30512 (706) 439-6027 **NOTICE OF SALE UNDER POWER** 

GEORGIA, UNION COUNTY

By virtue of a Power of Sale contained in

that certain Security Deed from Lori J. Boucher and Robert B. Boucher to Mort-gage Electronic Registration Systems, Inc.,

acting solely as nominee for Real Estate Mortgage Network, Inc., a New Jersey Cor-poration, dated January 16, 2009, recorded January 28, 2009, in Deed Book 786, Page 481-492, Union County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original sand Four Hundred Sixty-Five and 00/100 sand Four Hundred Sixty-Five and 00/100 dollars (\$201,465.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING BY THE ACCURATE SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, 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 December, 2013, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOTS 289 AND 290 OF UNION COUNTY, GEORGIA, CONTAINING 2 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT OF THE WEST RIGHT OF WAY OF COUNTY RD. 206 AND THE EAST RIGHT OF WAY OF STATE ROAD 325; THENCE FOLLOWING THE WEST OF COUNTY ROAD. 206 TWO (2) COURSES AND DISTANCE. SOUTH 10

ING THE WEST OF COUNTY ROAD. 206 TWO
(2) COURSES AND DISTANCE, SOUTH 10
DEGREES 48 MINUTES 22 SECONDS WEST
302.91 FEET, S. 39 DEGREES 16 MINUTES
49 SECONDS W CH 193.56 FEET; THENCE
FOLLOWING THE WEST RIGHT OF WAY OF
COUNTY ROAD 129 FOUR (4) COURSES AND
DISTANES, S. 67 DEGREES 45 MINUTES 16
SECONDS W 39.02 FEET, S. 62 DEGREES 02
MINUTES 02 SECONDS W 78.94 FEET, S. 59
DEGREES 59 MINUTES 46 SECONDS W 32.48
FEET. S. 65 DEGREES 45 MINUTES 47 SEC-DEGREES 59 MINUTES 46 SECONDS W 32.48 FEET, S 65 DEGREES 45 MINUTES 47 SECONDS W 65.56 FEET TO A POINT; THENCE N 17 DEGREES 23 MINUTES 06 SECONDS W 175.46 FEET TO A POINT ON THE EAST RIGHT OF WAY OF STATE ROAD 325; THENCE FOLLOWING THE EAST RIGHT OF WAY OF STATE ROAD 325 TWO (2) COURSES AND DISTANCE, N 51 DEGREES 53 MINUTES 44 SECONDS E CH 337.55 FEET, N 42 DEGREES 08 MINUTES 45 SECONDS E 191.38 FEET TO THE POINT OF BEGINNING. COMMONLY KNOWN AS: 489 WALKER FARM CIRCLE, BLAIRSVILLE, GA 30512 PARCEL NUMBER : 023 177 Said legal description being controlling, however the property is more commonly known as 489 Walker Farm Circle, Blairsville. GA 30512. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. 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 the terms of the Security Deed and Note. Said property will be sold on an "as-is" ba-

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; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is Lori J. Bouch-er and Robert B. Boucher, 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 loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Telephone Number: 800-846-2222. BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SER-

sis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject

Davinci Court, Suite 150, Peachtree Corners, GA 30092 Telephone Number: (877) 813-0992 Case No. BAC-10-09098-7 Ad Run Dates 11/06/2013, 11/13/2013, 11/20/2013, 11/27/2013 www.rubinlublin.com/property-listings. N(Nov6,13,20,27)B NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Steven L. Mercer to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc., its successors and assigns

VICING, LP
as Attorney in Fact for
LORI J. BOUCHER AND ROBERT B. BOUCHER
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-

Attorney Contact: Rubin Lublin, LLC, 3740

dated February 19, 2008 in the amount of \$70,000.00, and recorded in Deed Book 749, Page 228, Union County, Georgia Records; as last transferred to Ocwen Loan Servic-ing, LLC by assignment; the undersigned, Ocwen Loan Servicing, LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the nower of sale contained in said deed will on the first Tuesday in December, 2013 during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 21 of Union County, Georgia, and being Lot 32 of Timberlake Acres Subdivision, containing 0.47 acres, more or less, as shown on a plat of survey by Lane S. Bishop and Associates dated December 6, 1989 and Associates, dated December 6, 1989, and recorded in Union County Records in Plat Book W, Page 223, and being more particularly described as follows: Beginning on the West Right of Way of Voylestown Road and the Southeast corner of Lot #2, run thence N 43 degrees 00 minutes West 111.56 feet to a stake; thence N 60 degrees 20 minutes West 104.49 feet to a stake; thence N 52 degrees 09 minutes East 130.0 feet to a stake; thence S 40 degrees 48 minutes East 204.14 feet to an iron pin on the Right of Way of Voylestown Road; thence along the Road S 49 degrees 45 minutes 19 seconds West a CH 90.61 to the Point of Beginning. Also conveyed is a water right to the existing spring fed water system. Subject to the restrictive covenants recorded in Deed Book 101, Pages 68-69, Union County Deed Records. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. which has the property address of 8911 Voylestown Road, Morganton, Georgia, together with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and

by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Secu-rity Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
To the best knowledge and belief of the undersigned, the party (or parties) in pos-session of the subject property is (are): Ste-ven L. Mercer or tenant or tenants 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.

Pursuant to 0.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate. thority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Ocwen Loan Servicing, LLC Two Ravinia Dr. , Suite 500 Atlanta, GA 30346 Phone Number: 678-855-7067. The forego-ing notwithstanding, nothing in O.G.C.A. 44-

14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument. Ocwen Loan Servicing, LLC Attorney in Fact for Steven L. Mercer McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News
Publication Dates:11-06-2013, 11-13-2013,
11-20-2013, 11-27-2013
File No. 13-01269 /FNMA/mtucker
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A
DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **NOTICE OF SALE UNDER POWER** By virtue of the power of sale contained in a Deed to Secure Debt by STEVEN MORLOCK and SUE ELLEN MORLOCK to Mortgage Elec-

and SUE ELLEN MORLOCK to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc., dated March 7, 2007 and filed for record March 15, 2007 in Deed Book 697, Page 104, Union County, Georgia records, and securing a Note in the original principal amount of \$183,750.00; last transferred to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP DASSIGNMENT, filed for record in Deed LP by Assignment, filed for record in Deed Book 816, Page 572, Union County, Georgia records, there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Union County, Georgia, between the legal hours of sale on the first America, N.A., Successor by Merger to BAC Home Loans Servicing LP, FKA Countrywide Home Loans Servicing LP as Attorney-in-Fact for STEVEN MORLOCK and SUE ELLEN MORLOCK the following property to-wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 10TH DISTRICT, 1ST SECTION, LAND LOT 82 OF UNION COUNTY, GERBEIA CONTAINING 103 ACRES MORE GEORGIA, CONTAINING 1.03 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY NORTH GEORGIA SURVEYORS, DATED JULY 7, 1986, AND RECORDED IN PLAT BOOK S, PAGE 107, UNION COUNTY RECORDS.
SAID PLAT IS HEREBY MADE A PART OF THIS DEED BY REFERENCE THERETO FOR A MORE COMPLETE DESCRIPTION OF THE ABOVE DE-SCRIBED PROPERTY. SUBJECT TO THE ROAD EASEMENT OF EAST HALF OF CHARLIE EVERETT ROAD TO BERTHA GARNER AS RECORDED UNION COUNTY RECORDS IN DEED BOOK 145, PAGE 212.
SUBJECT TO THE ROAD EASEMENTS AS SHOWN ON PLAT.
GRANTORS ALSO GRANT TO GRANTEE A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE USE OF THE ROADS FOR INGRESS AND EGGESS TO THE ABOVE DESCRIBED AND EGRESS TO THE ABOVE DESCRIBED The above described property is also known as 1937 MULKY GAP ROAD, BLAIRS-

VILLE, 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 purpose of paying the same and all expenses of sale, includ-ing attorney's fees, if applicable. The property will be sold as the property of the aforesaid grantor subject to the following: all prior restrictive covenants, easements, rights-of-way, security deeds, or encumbrances of record; all valid zoning ordinances; matters which would be disclosed by an accurate survey of the prop-erty or by any inspection of the property; all outstanding taxes, assessments, unpaid bills, charges, and expenses that are a lien against the property whether due and payable or not yet due and payable. Pursuant to O.C.G.A. § 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to positive amend or modify.

full authority to negotiate, amend or modify all terms of the above described mortgage is as follows: Bank of America, N.A. Home Loan Assistance Dept 7105 Corporate Drive Plano, 1X 75024
1-800-699-6650
The foregoing notwithstanding, nothing in O.C.G.A. § 44-14-162.2 shall be construed to require Bank of America, N.A. to negotiate, amend or modify the terms of the Deed

to Secure Debt described herein. Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing LP, FKA Countrywide Home Loans Servicing LP as Attorney-in-Fact for STEVEN MORLOCK and SUE ELLEN MOR-By: S. Andrew Shuping, Jr. 6259 Riverdale Road, Suite 100 Riverdale, GA 30274 770-991-0000 THIS LAW FIRM IS ATTEMPTING TO COLLECT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Larry G. Gooch to Mortgage Electronic Registration Systems, Inc. as nominee for Shelter Mortgage Company, LLC dba Fairfield Mtg, its successors and assigns dated January 17, 2006 in the amount of \$216,000.00, and recorded in Deed Book 626, Page 214, Union County, Georgia Records; as last transferred to Ocwen Loan Servicing, LLC by assignment; the undersigned, Ocwen Loan Servicing,

LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in December, 2013, during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property described in bidder for cash, the property described in said deed to-wit:
All that tract or parcel of land situate, lying and being in Land Lots 305 & 306, 9th District, 1st Section, Union County, Georgia, and being shown as Lot Sixty-Two (62), containing 1.383 acres of The Mountain, Phase II, as shown on Plat of Survey by Rochester & Associates, Inc., RS# 1534, dated October 12, 1993, last revised March 3. 1997. and recorded in Plat Book 38. Page 3, 1997, and recorded in Plat Book 38, Page 52, in the Union County Records which de-scription on said plat is incorporated herein by reference and made a part hereof. The property is conveyed subject to the road easements as shown on said plat. The property is conveyed subject to the Restrictions recorded in Deed Book 220, Pages 117-120, Union County Records. The property is conveyed subject to the Road Right-of-Way granted to Union County, Georgia, in Deed Book 260, Page 67, Union County Records. The property is subject to the Water Agreement recorded in Deed Book 332, Pages 91-96, Union County Records. which has the property address of 615 Sunny View Drive, Blairsville, Georgia, to-gether with all fixtures and other personal property conveyed by said deed.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect eath property.

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 terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a). To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Larry G. Gooch or tenant or tenants 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. Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full au-thority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Ocwen Loan Servicing, LLC Two Ravinia Dr. , Suite 500 Atlanta, GA 30346 Phone Number: 678-855-7067. The forego-

ing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument. Ocwen Loan Servicing, LLC Attorney in Fact for Larry G. Gooch McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com
The North Georgia News
Publication Dates:11-06-2013, 11-13-2013, 11-20-2013, 11-27-2013 File No. 09-21739 /FHLMC/kcarr THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-

LECTOR ATTEMPTING TO COLLECT A DEBT. USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Char-lie E Ross, II and Amanda A Ross to Mortage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc., dated April 3, 2009, recorded in Deed Book 795, Page 184, Union County, Georgia Records, as last transferred to U.S. Bank National Association by assignment recorded in Deed Book 949, Page 480 ment recorded in Deed Book 949, Page 480, Union County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-FOUR THOUSAND AND 0/100 DOLLARS (\$164,000.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in December, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem 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. U.S. Bank National Association is the holder of the Note. tional Association is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: U.S. Bank National Association, 4801 Frederica Street, Owensboro, KY 42301, 1-800-365-5858. To the best knowledge and belief of the undersigned, the edge and belief of the undersigned, the party in possession of the property is Charlie E Ross, Il and Amanda A Ross or a tenant or tenants and said property is more commonly known as 309 Antioch Church Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed, U.S. Bank the holder of the security deed. U.S. Bank National Association as Attorney in Fact for Charlie E Ross, II and Amanda A Ross McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/rla 12/3/13 Our file no. 5606513-FT17 EXHIBIT "A" All that tract or narreal of land lying and being in Land Lot parcel of land lying and being in Land Lot 154, 9th District, 1st Section of Union County Georgia containing 0.75 acres, as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc., RLS # 3007, dated May 29, 2007 and recorded in Plat Book 57 Page 120 Union County records, which description on said plat is incorporated herein by reference hereto, for a complete description of the above described property. Also conveyed is a perpetual, non-exclusive easement for ingress and egress to the above described property. MR/rla 12/3/13 Our file no. 5600513 - FT17 **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 Dallas R Jones and Patricia C Jones to United Community Mortgage Services, Inc., dated May 10, 2004 recorded in Deed Rook 528.

May 10, 2004, recorded in Deed Book 525, Page 197, Union County, Georgia Records, as last transferred to PNC Bank, National Association by assignment recorded in Deed Book 957, Page 323, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED EIGHTV-FOUR THOUSAND AND 0/100 DOL-ARD (#204 000 00) with interest through LARS (\$284,000.00), 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 Coun-ty, Georgia, or at such place as may be law-fully designated as an alternative, within the legal hours of sale on the first Tuesday in December, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO 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 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 inspection 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. PNC Bank, National Association is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Miamisburg, 0H 45342, 800-523-8654. To the best knowledge and belief of the undersigned, the narty in possession of the property is out above. PNC Bank, National Association knowledge and belief of the undersigned, the party in possession of the property is Dallas R Jones and Patricia C Jones or a tenant or tenants and said property is more commonly known as 3600 Dallas Drive, 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 PMC Bank the holder of the security deed. PNC Bank, National Association as Attorney in Fact for Dallas R Jones and Patricia C Jones McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.fore-closurehotline.net MR/crp1 12/3/13 Our file no. 5623313-FTB EXHIBIT "A" All that tract or parcel of land lying being in the 10th District, 1st, Land Lot 28 of Union County, Georgia, and being Lot 1 of R. Winfield Scott subdivision, containing 1.517 acres, more or less, and Lot 2 of R. Winfield Scott Subdior less, and LD 20 in . Willied Scott Subulvision, containing 1.521 acres, more or less as shown on a plat of survey by Rochester & Associates, Inc., dated October 31, 2001, and recorded in Union County Records in Plat book 51, page 102. Said plat is incorporated herein, be reference hereof, for a full said complete description of the observed. full and complete description of the above described property. Also conveyed is a road way easement for ingress and egress to the above described property as shown on the above and referred to plat and survey. MR/ crp1 12/3/13 Our file no. 5623313 - FT8 **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR 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 driven by Chris-

contained in a Security Deed given by Chris-topher P Hefferen and Caryn M Hefferen to Mortgage Electronic Registration Systems, Inc., as nominee for United Community Mortgage Services, Inc.,, dated January 9, 2007, recorded in Deed Book 687, Page 386, Union County, Georgia Records, as last transferred to PNC Bank, National Association by assignment recorded in Deed Book 943, Page 94, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of THREE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED AND 0/100 DOLLARS (\$334,400.00), with interest thereon as est forth therein thereon interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in December, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be said subject to any outstanding ad vabe sold subject to any outstanding ad va-lorem 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. PNC Bank, National Association is the holder of the Note. itional Association is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342, 800-523-8654. To the best knowledge and belief of the undersigned, the party in possession of the property is Christopher P Hefferen and Caryn M Hefferen or a tenant or tenants and said property is more commonly known as 2116 Elisha Payne Cir S, 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. PNC Bank, tional Association is the holder of the Note the holder of the security deed. PNC Bank, National Association as Attorney in Fact for Christopher P Hefferen and Caryn M Hef-feren McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/jbm2 12/3/13 Our file no 572/12/3-FB FXHIRIT "A" All that tract or parcel of land lying and being in the 7th District, 1st Section of Land Lot No. 22, of Union County, Georgia, being further described as Tract 3-A; containing 5.082 acres, more or less, as shown on plat of survey prepared for Carrie Hefferen by Southern Geosystems, Ltd.; James C. Jones, G.R.L.S. No. 2298, dated May 8, 2006, recorded in Plat Hanger 59, Pages 144, in Union County Deed Records. Said plat of survey is incorporated herein by reference thereto for a more complete and accu-rate metes and bounds description of the above-described property. Being and intended to be a portion of the same property conveyed by Executor's Deed Under Power dated September 23, 2004, from Suzanne Meadow Bond, as Executor of the Last Will and Testament of David Wilson Meadow in favor of Parmer & Smith, LLC and recorded in Union County Records in Deeb Book 546, Pages 502-03. Being and intended to be a portion of the same property conveyed by Warranty Deed dated May 9, 2006, from Parmer & Smith, LLC in favor of Christo-pher P. Hefferen and Caryn M. Hefferen and recorded in Union county Records in Deed Book 647, Pages 206-207. Subject to Electric Line Right-of-Way Easement to Blue Ridge Mountain Electric Member-ship Corporation recorded in Union County Records in Deed Book 139, Pages 75-76. Subject to all easements, restrictions and rights-of-way as shown on plat recorded in Union County Records in Plat Book 56,

Page 8; Plat Book 55, Page 183; Plat Book U, Page 200; Plat Book J, Page 81; and Plat Book I, Page 258. Subject to restriction that

the land can not be used for the following: 1. Industrial 2. Mobile or Modular Homes 3. Chicken Houses 4. Junk Collection 5.

Dwelling must be at least 1,400 square feet of heated/finished living space 6. Maintain appearance of property 7. Lots less than

one (1) acre MR/jbm2 12/3/13 Our file no. 5721213 - FT8

N(Nov6,13,20,27)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. USED FOR IMAI PURPOSE.
Under and by virtue of the Power of Sale
contained in a Security Deed given by
The Estate of Joseph D Seabolt and Ruby
W Seabolt to Primary Capital Advisors LC,
dated May 25, 2005, recorded in Deed Book 582, Page 741, Union County, Georgia Re-cords and as modified by that certain Loan Modification Agreement recorded in Deed Book 906, Page 89, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SEVENTY THOUSAND AND 0/100 DOLLARS (\$70,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the high-est bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in December, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-

rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable) any matters which might be 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. Primary Capital Advisors LC is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Primary Capital, 1000 Parkwood Circle, Suite 600, Atlanta, GA 30339, 770-226-8181.
To the best knowledge and belief of the undersigned, the party in possession of the

property is The Estate of Joseph D Seabolt, Ruby W Seabolt and Joseph D Seabolt or a Ruby W Seabolt and Joseph D Seabolt or a tenant or tenants and said property is more commonly known as 4199 Liberty Church Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security Primary Capital Advisors LC as Attorney in Fact for The Estate of Joseph D Seabolt and Ruby W Seabolt McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/rla 12/3/13 Our file no. 5723313-FT17

**EXHIBIT "A"** 

EXHIBIT "A"
All that certain tract or parcel of land lying and being in Land Lot 117, District 16, 1st Section of Union County, Georgia, and being Shown as Tract 1, containing 3.002 acres, more or less, on a plat of survey prepared by Land Tech Services, Inc., dated 11/30/04 and recorded in Plat Book 55, Page 329, Union County, Georgia records. Said plat being incorporated herein by reference for a more complete description of the above referenced property. Subject to easements and other matters of Survey as shown on the above referenced MR/rla 12/3/13 Our file no. 5723313 - FT17 N(Nov6,13,20,27)B NOTICE OF SALE UNDER POWER
GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR 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 Fred
H. Poteet and Sandra Gail Poteet to Mortgage Electronic Registration Systems Inc
as nominee for Lehman Brothers Bank,
FSB. a Federal Savings Bank. dated August

FSB, a Federal Savings Bank, dated August 2, 2007, recorded in Deed Book 722, Page 2, Union County, Georgia Records and as re-recorded in Deed Book 771, Page 691, Union County, Georgia Records, as last transferred to Nationstar Mortgage LLC by assignment recorded in Deed Book 958, Page 197, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED SIXTY-SEVEN AND 0/100 DOLLARS (\$276,967.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an place as may be lawfunly designated as an alternative, within the legal hours of sale on the first Tuesday in December, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encum-brances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Nationstar Mortgage LLC is the holder of the Note and Security Deed to the property in accordance with OGGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortage with the debtor is NationStar Morts gage with the debtor is: NationStar Mort-gage LLC, 350 Highland Drive, Lewisville, TX 75067, 888-850-9398x3705. To the best knowledge and belief of the undersigned, the party in possession of the property is Sandra Gail Poteet, Sandra Gail Poteet and Sandra G. Poteet or a tenant or tenants and said property is more commonly known as 4885 Roberts Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Nationstar Mortgage LLC as Attorney in Fact for Fred H. Poteet and Sandra Gail Poteet McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/mtj 12/3/13 Our file no. 5746708-FT2 EXHIBIT "A" All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 68 of Union County, Georgia, containing 1.59 acres, more or less, and being further identified as Tract I, as shown on a plat of survey by Blairsville Surveying Co., dated December 10, 1996 and recorded in Union County, Georgia records in Plat Book 56, Page 245. Said plat is incorporated into this instrument by reference hereto for a full and complete and accurate description of the above conveyed property. For information only: being identified as parcel 041 120F according to the current system of numbering property for the Union County, Georgia Tax Assessor Also conveyed is a non-exclusive perpetual easement for the use of subdivision roads for ingress and egress to the above described property. And also, All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 68 of Union County, Georgia, containing 0.89 acres, more or less, and being further identified as Tract I, as shown on a plat of survey by Blairsville Surveying Co., dated December 10, 1996 and recorded in Union County, Georgia records in Plat Book 42, Page 172. Said plat is incorporated into this instrument by reference herety for a this instrument by reference hereto for a full and complete and accurate description of the above conveyed property. For information only: being known as 4885 Roberts Road, Blairsville, Georgia 30512, and being further identified as parcel 041 120B according to the current system of numbering property for the Union County, Georgia Tax Assessor Also conveyed is a non-exclusive perpetual easement for the use of subdivi-sion roads for ingress and egress to the above described property. MR/mtj 12/3/13 Our file no. 5746708 - FT2 **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from BARBARA E. Waring and Kelly T. Waring to Mort-gage electronic registration sys-tems, Inc. as nominee for Taylor, Bean

thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Bayview Loan Servicing, LLC, 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 December, 2013, all property described in said Security Deed including but not limited to the following described ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 69,70,75 AND 76, OF THE 10TH DISTRICT AND 1ST SECTION OF UNION COUNTY, GEORGIA, AND BEING TRACT 5, CONTAINING 2.469 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY ROCHESTER AND AS-SOCIATES, INC., DATED SEPTEMBER 3,1987, AND RECORDED IN PLAT BOOK 38, PAGE(S) 188, IN THE OFFICE OF THE CLERK OF SU-PERIOR COURT OF UNION COUNTY, GEORGIA RECORDS, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIP-MADE FOR A MODE DETAILED DESCRIPTION. PARCEL NO. 041-039-C CURRENTLY SET FORTH INDEED BOOK 570, PAGE 15, RECORDED 3-11-05. COMMONLY KNOWN AS: 3354 CANE HOLLOW FARM ROAD, BLAIRS-WILLE 62 30512 VILLE, GA 30512.
Said legal description being controlling, however the property is more commonly known as 3354 CANE HOLLOW FARM ROAD, BLAIRSVILLE, GA 30512-0000. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said

& WHITAKER MORTGAGE CORP., dated Octo-ber 29, 2008, recorded November 5, 2008, in

Deed Book 779, Page 340-349, Union Coun-ty, Georgia Records, said Security Deed having been given to secure a Note of even

date in the original principal amount of One Hundred Twenty-Two Thousand Three and 00/100 dollars (\$122,003.00), with interest

because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the recourse against the above-named 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; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to and any other induces of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is BAR-BARA E. WARING AND KELLY T. WARING, 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 loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 800-771-0299 Number: 800-771-0299.
BAYVIEW LOAN SERVICING, LLC
as Attorney in Fact for
BARBARA E. WARING AND KELLY T. WARING
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-

Telephone Number: (877) 813-0992 Case No. BVC-12-13611-0002 Ad Run Dates 11/06/2013, 11/13/2013, 11/20/2013, 11/27/2013 www.rubinlublin.com/property-listings. **NOTICE OF SALE UNDER POWER** NOTICE OF SALE UNDER POWER
STATE OF GEORGIA, COUNTY OF UNION
Under and by virtue of the Power of Sale
contained in a Deed to Secure Debt given
by JAMES GREGORY PRIME to JPMORGAN
CHASE BANK, N.A., dated 03/29/2011, and
Recorded on 04/18/2011 as Book No. 865
and Page No. 101-117 JINION COUNTY GEORGE and Page No. 101-117, UNION County, Georgia records, as last assigned to JPMORGAN CHASE BANK, N.A. (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$189,472.00,

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092

Telephone Number: (877) 813-0992 Case

original principal amount of \$189,472.00, with interest 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 of sale on the first Tuesday in December, 2013, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 306, 9TH DISTRICT, 1ST SECTION, UNION CITY, GEORGIA, CONTAINING 2.230 ACRES AND BEING SHOWN AS LOT NINETY-SEVEN (97) OF THE MOUNTAIN, PHASE III, ON A PLAT OF SURVEY BY ROCHESTER AND ASSOCIATES, INC., RS NO. 2653, DATED 12/1/198 AND RESERVED. SURVEY BY HOUTESTER AND ASSOCIATES, INC., RS NO. 2653, DATED 12/1/98 AND RECORDED IN PLAT BOOK 42 PAGE 37, UNION COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF. REFERENCE AND MADE A PART HEREUF.
BEING THE SAME PROPERTY CONVEYED TO
JAMES GREGORY PRIME BY WARRANTY
DEED FROM ALLEN R. JARVIS AS RECORDED
11/1/2005 IN BOOK 611 AT PAGE 547.
COMMONLY KNOWN AS: 1085 FOUR SEASONS LNDG, BLAIRSVILLE, GA 30512 The
debt sequed by each Dead to Secure Debt debt secured by said Deed to Secure Debt 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 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, Ing the Salle and an 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). JPMORGAN CHASE BANK, N.A. holds the duly endorsed Note and is the current assignee of the Security Deed to the property. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, acting on behalf of and, as necessary, in consultation with FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION may be contacted at: JPMOR-GAN CHASE BANK, NATIONAL ASSOCIATION, 3415 VISION DRIVE, COLUMBUS, OH 43219, 866-550-5705. Please note that, pursuant to 0.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 1085 FOUR SEASONS LNDG, BLAIRSVILLE, GEORGIA 30512 is/ are: JAMES GREGORY PRIME 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, includ-ing, but not limited to, assessments, liens,

encumbrances, zoning ordinances, ease-ments, restrictions, covenants, etc. The sale will be conducted subject to (1) confir-

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

with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the

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

may not be provided until final confirma-tion and audit of the status of the loan as provided in the preceding paragraph. JP-MORGAN CHASE BANK, N.A. as Attorney in Fact for JAMES GREGORY PRIME. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AT-TEMPTING TO COLLECT A DEBT ANY INFORM

TEMPTING TO COLLECT A DEBT. ANY INFOR-MATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20130187405676 BARRETT DAF-

FIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.

All that tract or parcel of land lying and for ingress and egress over the 10 foot gravel drive as shown on said plat. 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 number of naving the same

made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is SUNSET VALLEY RV PARK, INC. or a tenant or tenants. CF SOUTHEAST LLC, as attorney in Fact for SUNSET VALLEY RV PARK, INC L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923

File No. AM190-00156 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 SUNSET VALLEY RV PARK, INC. to UNITED COMMU-NITY BANK, dated April 5, 2007, recorded April 30, 2007, in Deed Book 705, Page 494, Union County, Georgia records, as last mod-

Union County, Georgia records, as last modified by Modification of Security Deed dated April 4, 2010, recorded in Deed Book 831, Page 628, Union County, Georgia records, as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 683, Union County, Georgia records, said Security Deed being given to secure a Note from SUNSET VALLEY RV PARK, INC. dated April 4, 2010, with interest from date at a rate per cent per annum est 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 December, 2013, the following described property: All that tract or parcel of land lying and be-All that tract or parcel of land lying and being in Land Lots 163 & 164, 16th District, 1st Section, Union County, Georgia, containing 10.98 acres, as shown on a plat of survey by Blairsville Surveying Co., RS #2228, dated 4/13/04 and recorded in Plat Book 55, Page 163 Union County Records, which description on said plat is hereby incorporated by reference and made a part hereof The property is subject to all easements, rights of way and encroachments shown on the above reference plat of survey. The property is subject to the restrictions recorded in Deed Book 701, Pages 572-595,

Union County records.

25. Union County Records.

plat. LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lots 163 & 164, 16th District, 1st Section, Union County, Georgia, and being shown as Lots 1, 8, 9, 19, 22, 29, 30, 31, 32, 33, 34, 37, 41, 42, 47, and £5 of Supert Velley, PV, Pork, each 47 and 53 of Sunset Valley RV Park, on a plat of survey by Blairsville Surveying Co. RS #2228, dated 7/22/08 and recorded in Plat Book 61, Pages 94-96, Union County records, which description on said plat is hereby incorporated by reference and made a part hereof.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner proas and when use and in the malma 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 been given been given. 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 SUNSET VALLEY RV PARK, INC. or a tenant or tenants. CF SOUTHEAST LLC, as attorney in Fact for SUNSET VALLEY RV PARK, INC. L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. AM190-00155

N(Nov6,13,20,27)B

**NOTICE OF SALE UNDER POWER** STATE OF GEORGIA COUNTY OF UNION Under and by virtue of the power of sale contained with that certain Security Deed dated August 25, 2009, from Brent Chatham to Mortgage Electronic Registration Systems, Inc. as nominee for New Penn Financial, LLC., recorded on February 2, 2010 in Deed Book 825 at Page 57-67, Union County, Georgia Records, having been last sold, assigned, transferred and conveyed to Nationstar Mortgage LLC by Assignment and said Security Deed having been given to secure a note dated August 25, 2009, in the amount of \$157,712.00, said note heigh in default the undersigned will note being in default, the undersigned will sell at public outcry during the legal hours of sale before the door of the courthouse of Union County, Georgia, on December 3, 2013, the following described real property (hereinafter referred to as the "Property"): ALL THAT TRACT OR PARCEL OF LAND LY-ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 17TH DISTRICT 1ST
SECTION, LAND LOT 252 OF UNION COUNTY,
GEORGIA, CONTAINING 1 ACRE, MORE OR
LESS AND BEING TRACT I, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON WINDY HILL
ROAD, SAID POINT BEING 1,584 FEET FROM
THE EAST RIGHT OF WAY OF WINDY HILL
ROAD AND THE INTERSECTION OF HIGHWAY
76; THENCE S 66 DEGREES 20' 22" W 289.9
FEET; THENCE N 35 DEGREES 05' 49" E
292.96 FEET TO A WHITE OAK; THENCE N 79
DEGREES 26' 31" E 98.17 FEET; THENCE N 79
DEGREES 26' 31" E 98.17 FEET; THENCE N 79
DEGREES 36" 31" 38" E 63.10 FEET; THENCE N
44 DEGREES 35' 34" E 104.75 FEET TO THE
TOP OF A RIDGE; THENCE FOLLOWING THE
TOP OF THE RIDGE FIVE (5) COURSES AND

N 60 DEGREES 35 34 "1 104.75 FEET 10 THE TOP OF A RIDGE; THENCE FOLLOWING THE TOP OF THE RIDGE FIVE (5) COURSES AND DISTANCES, S 62 DEGREES 12' 06" E 137.27 FEET; S 65 DEGREES 04' 03" E 119.37 FEET; S 83 DEGREES 14' 01" E 11' 22" E 71.67 FEET; THENCE N 88 DEGREES 06' 47" E 92.18 FEET; THENCE S 85 DEGREES 06' 52" E 99.99 FEET; THENCE S 87 DEGREES 16' 45" W 585.33 FEET TO THE TRUE POINT OF THE BEGINNING; THENCE N 67 DEGREES 16' 45" W 150.32 FEET; THENCE N 67 DEGREES 09' 51" W 150.32 FEET; THENCE N 32 DEGREES 29' 35" E 103.22 FEET; THENCE N 34 DEGREES 29' 35" E 103.22 FEET; THENCE N 34 DEGREES 59' 44" E 48.96 FEET; THENCE S 67 DEGREES 09' 51" E 269.3 FEET TO THE TRUE POINT OF BEGINNING, SUBJECT TO ROAD EASEMENT SHOWN ON A PLAT OF SURVEY BY ROCHESTER and ASSOCIATES, INC., RECORDED IN PLAT BOOK 31, PAGE 1 The debt secured by the Security Deed and The debt secured by the Security Deed and evidenced by the Note and has been, and is hereby, declared due and payable because of, among other possible events of default, failure to make the payments as required by the terms of the Note. The debt remaining is in default and this sale will be made for the purposes of paying the Security Deed, accrued interest, and all expenses of the sale, including attorneys' fees. Notice of intention to collect attorneys' fees has been given as provided by law. To the best of the undersigned's knowledge, the person(s) in possession of the property is/are Brent Chatham. The property, being commonly known as 811 Wills Way, Blairsville, GA 30512 in Union County, will be sold as the property of Brent Chatham, subject to any outstanding ad valorem taxes (including taxes which are a lien and not yet due and payable), any matters affecting title to the property which would be disclosed by ac-curate survey and inspection thereof, and all assessments, liens, encumbrances, restrictions, covenants, and matters of record to the Security Deed. Pursuant to O.C.G.A. Section 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows: Nationstar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067, 469-549-3019. The foregoing notwithstanding, nothing in O.C.G.A. Section 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instru-ment. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under U.S. Bankruptcy code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Albertelli Law Attorney for Nationstar Mortgage LLC as Attorney in Fact for Brent Chatham 100 Galleria Parkway, Suite 960 Atlanta, GA 30339 Phone: (866) 690-0418 A-4424983 11/06/2013, 11/13/2013, 11/20/2013, 11/27/2013

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 SUNSET VALLEY RV PARK, INC. to UNITED COMMUNI-TY BANK, dated May 1, 2008, recorded May 16, 2008, in Deed Book 761, Page 64, Union County, Georgia records, as last modified April 4, 2010, recorded in Deed Book 831, Page 631, Union County, Georgia records, as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 707, Union County, Georgia records, said Security Deed being given records, said Security Deed being given to secure a Note from SUNSET VALLEY RV PARK, INC. dated April 4, 2010, 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 December, 2013, the following described property: An that tract or parcer of land lying and being in Land Lot 164, 16th District, 1st Section, Union County, Georgia, containing 1.0 acre, as per plat of survey by B.K. Rochester, Jr., RLS, dated 3/21/91 and recorded in Plat Book X, Page 194, Union County records which description on said latt is heavy incompeted by reference plat is hereby incorporated by reference and made a part hereof. Also conveyed is a non-exclusive easement

cember 2013, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOT 173 OF UNION COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT LOCATED IN THE INTERSECTION OF THE CENTERLINES WITH MAUNEY ROAD AND HAIZLIP RIDGE ROAD, NORTH 35°32'02" EAST. A DISTANCE OF NORTH 35°32'02" EAST, A DISTANCE OF 905.62 FEET TO A POINT; THENCE NORTH 00°37'32" EAST, A DISTANCE OF 56.37 FEET TO AN IRON PIN SET (1/2" REBAR), SAID POINT BEING THE POINT OF BEGIN-NING; THENCE NORTH 00°37'32" EAST, A DISTANCE OF 461.01 FEET TO AN IRON PIN FOUND (1/2" STEEL ROD); THENCE SOUTH 89°51'37" EAST, A DISTANCE OF 659.77 FEET TO A CONCRETE MARKER FOUND; THENCE SOUTH 00°47'32" WEST, A DISTANCE OF 513.32 FEET TO A CONCRETE MARKER FOUND; THENCE SOUTH 00°47'55" WEST, A DISTANCE OF 513.32 FEET TO A CONCRETE MARKER FOUND; THENCE SOUTH 00°47'55"

NOTICE OF SALE UNDER POWER IN SECURITY DEED

COUNTY OF UNION
Under and by virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Curtis R. Teague to Bank of Blairsville, dated September 19, 2006, and

recorded in Deed Book 669, Page 250, in the offices of the Clerk of the Superior Court of Union County, Georgia; as last modified by

that certain Modification of Deed to Secure Debt dated January 28, 2010 and recorded in Deed Book 828, Page 164, aforesaid re-

cords; and as affected by Boundary Line Agreement dated June 28, 2013, filed Sep-tember 26, 2013 and recorded in Deed Book

956, Page 174, aforesaid records and Access Easement Agreement dated June 28, 2013, filed September 26, 2013 and record-

ed in Deed Book 956, Page 194, aforesaid records (as same may have been modified from time to time, collectively the "Security

Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse

of Union County, Georgia, during the legal hours of sale, on the first Tuesday in De-cember 2013, the following described real

STATE OF GEORGIA

WEST, A DISTANCE OF 8.06 FEET TO A POINT LOCATED IN THE CENTERLINE OF MAUNEY BRANCH; THENCE ALONG THE CENTERLINE OF SAID BRANCH THE FOLLOWING COURS-ES AND DISTANCES; SOUTH 14°35'22" WEST, A DISTANCE OF 6.71 FEET TO A POINT; THENCE SOUTH 75°50'51" WEST, A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'22" WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 88°02'S WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 90°02'S WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 90°02'S WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 90°02'S WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 90°02'S WEST A DISTANCE OF 9.05 FEET TO A POINT; THENCE NORTH 90°02'S WEST A DISTANCE OF 90°02'S WEST A DIS THENCE NORTH 89°09'32" WEST, A DISTANCE OF 9.06 FEET TO A POINT; THENCE SOUTH 65°23'12" WEST, A DISTANCE OF 10.87 FEET TO A POINT; THENCE SOUTH 28°49'08" WEST, A DISTANCE OF 10.04 FEET TO A POINT; THENCE SOUTH 13°47'27" EAST A DISTANCE OF 17 A POINT; THENCE SOUTH 13°47'27" EAST, A DISTANCE OF 4.74 FEET TO A POINT THENCE SOUTH 23°07'16" EAST, A DISTANCE OF 31.82 FEET TO A POINT; THENCE SOUTH 06°48'49" WEST, A DISTANCE OF 5.72 FEET TO A POINT; THENCE SOUTH 33°46'00" WEST, A DISTANCE OF 8.21 FEET TO A POINT; THENCE SOUTH 14\*06\*48" WEST, A DISTANCE OF 12.66 FEET TO A POINT; THENCE SOUTH 16\*15\*37" EAST, A DISTANCE OF 10.66 FEET TO A POINT; THENCE SOUTH 01\*22\*58" EAST, A DISTANCE OF 10.50 FEET TO A POINT; THENCE SOUTH 14\*72\*22" WEST A DISTANCE OF 10.50 FEET TO A POINT; THENCE SOUTH 14°47'22" WEST, A DISTANCE OF 20.85 FEET TO A POINT; THENCE SOUTH 21°13'52" WEST, A DISTANCE OF 12.38 FEET 21°13'52" WEST, A DISTANCE OF 12.38 FEET TO A POINT; THENCE SOUTH 08°56'17" ABST, A DISTANCE OF 16.30 FEET TO A POINT; THENCE SOUTH 16°36'29" EAST, A DISTANCE OF 12.99 FEET TO A POINT; THENCE SOUTH 01°27'18" EAST, A DISTANCE OF 13.46 FEET TO A POINT; THENCE SOUTH 07°48'43" WEST, A DISTANCE OF 18.57 FEET TO A POINT; THENCE SOUTH 24°58'46" WEST, A DISTANCE OF 17.19 FEET TO A POINT; THENCE SOUTH 04°33'23" WEST, A DISTANCE OF 9.52 FEET TO A POINT; THENCE SOUTH 31°37'44" EAST, A DISTANCE OF 5.75 FEET TO A POINT; THENCE SOUTH 69°38'01" FEET TO A POINT: THENCE SOUTH 69°38'01

FEET TO A POINT; THENCE SOUTH 69°38'01"
EAST, A DISTANCE OF 7.20 FEET TO A POINT;
THENCE SOUTH 53°34'10" EAST, A DISTANCE OF 4.20 FEET TO A POINT; THENCE
SOUTH 06°10'45" EAST, A DISTANCE OF
12.36 FEET TO A POINT; THENCE SOUTH
13°54'07" WEST, A DISTANCE OF 16.26
FEET TO A POINT; THENCE SOUTH 06°35'28"
EAST, A DISTANCE OF 3.65 FEET TO A POINT;
THENCE I FAVING SAUD RRANCH NORTH EAST, A DISTANCE OF 3.65 FEET TO A POINT; THENCE LEAVING SAID BRANCH, NORTH 42°27'32" WEST, A DISTANCE OF 5.45 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 48°05'08" WEST, A DISTANCE OF 259.35 FEET TO AN IRON PIN SET (1/2" REBAR); THENCE NORTH 12°24'15" EAST, A DISTANCE OF 31.09 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 86°47'54" WEST, A DISTANCE OF 41.11 FEET TO A POINT; THENCE NORTH 67°09'11" WEST, A DISTANCE OF 133.46 FEET TO A POINT; THENCE NORTH 67°09'11" WEST, A DISTANCE OF 133.46 FEET TO A POINT; THENCE NORTH 67°09'11" AUSTANCE OF 153.46 FEET TO A POINT; THENCE NORTH 67°09'11" AUSTANCE OF 153.46 FEET TO A POINT; THENCE NORTH 67°09'11" AUSTANCE OF 153.46 FEET TO A POINT; THENCE NORTH 78°43'40" WEST, A DISTANCE OF 28.59 FEET TO A WEST, A DISTANCE OF 28.59 FEET TO A POINT; THENCE SOUTH 89°58'00" WEST, A DISTANCE OF 115.36 FEET TO A POINT; The property is subject to the Trust Inden-THENCE NORTH 88°43'32" WEST, A DIS-TANCE OF 48 46 FEET TO A POINT THENCE TANCE OF 48.46 FEET TO A POINT; THENCE NORTH 88°43'32" WEST, A DISTANCE OF 15.09 FEET TO A POINT; THENCE NORTH 88°43'32" WEST, A DISTANCE OF 6.84 FEET TO AN IRON PIN SET (1/2" REBAR); THENCE NORTH O1°37'48" WEST, A DISTANCE OF 59.53 FEET TO AN IRON PIN SET (1/2" REBAR); THENCE SOUTH 88"18'34" WEST, A DISTANCE OF 59.65 FEET TO AN IRON PIN SET (1/2" REBAR); SAID POINT DE BING THE POINT OF BEGINNING.
SAID TRACT CONTAINS 8.692 ACRES. A portion of the above property lies in a flood hazard zone, as shown on said plat. Grantor grants to grantee a non-exclusive easement for ingress and egress to the above property over and across Wolfstake Road, a County Road, as shown on said POINT OF BEGINNING.
SAID TRACT CONTAINS 8.692 ACRES.
BEING THE SAME PROPERTY AS SHOWN
ON THAT CERTAIN BOUNDARY SURVEY
PREPARED BY CLEVELAND & COX, DATED
MARCH 5, 2013, BEARING THE SEAL AND
CERTIFIED BY ROGER L. OWENBY, GRLS #
2762 2703.
KNOWN AS: 696 MAUNEY CIRCLE, UNION COUNTY, BLAIRSVILLE, GEORGIA 30512, FORMERLY 3839 SOUTH MAUNEY ROAD, UNION COUNTY, BLAIRSVILLE, GEORGIA 20512. The debt secured by the Security Deed is evidenced by a Renewal Note, dated December 5, 2008, from Curtis R. Teague to Bank of Blairsville in the original principal amount of \$314,154.63, as reduced to Judgment by order entered in Civil Action File No. 11-CV-580-MM, Superior Court of Union County, State of Georgia (the Note, as reduced to judgment and as same may have been further modified, renewed or have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and securred by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default the Security Deed. reason of this default, the Security Deed has been declared foreclosable according The above-described real property will be sold to the highest and best bidder for cash as the property of Curtis R. Teague, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the law-ful expenses of said sale, all as provided in

> matters of record.
>
> To the best of the undersigned's knowledge and belief, the real property is presently owned by Curtis R. Teague.
>
> To the best of the undersigned's knowledge and belief, the party in possession of the real property is Curtis R. Teague, and tenants holding under him.
>
> Park Sterling Bank, successor by merger to Citizens South Bank, as successor in inter-Citizens South Bank, as successor in interest to Bank of Blairsville, as Attorney-in-Fact for Curtis R. Teague. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if

any; possible redemptive rights of the In-ternal Revenue Service, if any; and all prior assessments, easements, restrictions or

matters of record.