North Georgia News

Legal Notices for December 24, 2014

STATE OF GEORGIA UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Diane Bell,
All debtors and creditors of the estate of Diane

Bell, 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 Personal Personal

to make immediate payment to Representative(s). This 24th day of November, 2014. By: Winnie Youngblood 1797 Dean Gap Rd. Blairsville, GA. 30512

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

RE: Estate of William Harvey Deaver, All debtors and creditors of the estate of Wil-High developes and tentions of the estate of while liam Harvey Deaver, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said es-tate are required to make immediate payment to the Demand Representative of the country of the to the Demand Representative of the country of the the Demand Representative of the Demand Representative of the Demand

tate are required to make immedit to the Personal Representative(s). This 20th day of November, 2014. By: Robin R. Deaver Tim Deaver 841 Deaver Rd. Blairsville, GA. 30512

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Clyde W. Hill, Jr.,

RE: Estate of Utylog W. Hill, Jr., All debtors and creditors of the estate of Clyde W. Hill, Jr., deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said esthe law, and an persons mounted to said estate are required to make immediate payment to the Personal Representative(s).
This 17th day of November, 2014.
By: Lorraine B. Hill
1159 Deep South Farm Rd.
Blairsville, GA. 30512

Cameron S. Hill

3 Woodhill Dr. Lookout Mountain, TN 37312

STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Susan Lorraine McGuinness,
All debtors and creditors of the estate of Susan
Lorraine McGuinness, deceased, late of Union Lorraine McGuinness, deceased, fate of onion County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said es-tate are required to make immediate payment to the Personal Representative(s). This 17th day of December, 2014.

This Triff day of December By: Janet Hart 6257 Riverview Parkway Braselton, GA. 30517 Carolyn Cargle 1626 Hampton Oaks Bend Marietta, GA. 30066

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

RECESTATE OF DOUGLAS AND LEDITORS
RECESTATE OF DOUGLAS EDWARD SEXTON,
All debtors and creditors of the estate of Douglas Edward Sexton, 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 navment the law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 17th day of December, 2014. By: Patricia Ledford 339 Henson Dr. Blairsville, GA. 30512

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Wesley W. Fegreus,
All debtors and creditors of the estate of
Wesley W. Fegreus, 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 estne law, and all persons indepted to said estate are required to make immediate payment to the Personal Representative(s). This 19th day of December, 2014. By: Sandra Kirkpatrick 330 Hemilock Dr. Bracey, VA 23919

STATE OF GEORGIA

UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

REC Estate of Don L. Eargle,
All debtors and creditors of the estate of Don
L. Eargle, 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 narment tate are required to make immediate payment to the Personal Representative(s). to the Personal Representative(s) This 10th day of December, 2014. By: Cindy Eargle Ross 9530 Stoney Ridge Ln. Alpharetta, GA. 30022

STATE OF GEORGIA Union County Notice to debtors and creditors

RE: Estate of Eleanor Cowgill,
All debtors and creditors of the estate of Eleanor Cowgill, deceased, late of Union County,
Georgia, are hereby notified to render their
demands and payments to the Personal
Representative(s) of the estate, according to
the law and all persons indebted to said es-

nepresentative(s) of the estate, according to the law, and all persons indebted to said es-tate are required to make immediate payment to the Personal Representative(s). This 4th day of December, 2014. By: James Thomas Cowgill 2506 Barbara Dr. Ft. Lauderdale, FL 33316 M0ec24,31,Jan7,14)8

IN THE PROBATE COURT COUNTY OF UNION STATE OF GEORGIA

IN RE: ESTATE OF PATRICIA L. HARTNESS. DECEASED

PATRICIA L. HARTNESS, DECEASED
ESTATE NO. 14-147
NOTICE OF PETITION
TO FILE FOR YEAR'S SUPPORT
The Petition of Robert W. Hartness, for a year's
support from the estate of Patricia L. Hartness,
deceased, for decedent's surviving spouse,
having been duly filed, all interested persons
are hereby notified to show cause, if any they
have, on or before December 29, 2014 why said
Petition should not be granted.
All objections to the Petition must be in writing, setting forth the grounds of any such ing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings objections must be tendered with your pleadings objections.

and ming tees 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 Delitions are filed the Petition may be granted without a nied the Petition may b hearing. 65 Courthouse St., Ste. 8 Blairsville, GA 30512 Address (706) 439-6006

Telephone Number Dwain Brackett Judge of the Probate Court By: Kristin Stanley Clerk of the Probate Court

NOTICE OF ADOPTION

TO: Vanessa Townson, legal and biological mother of a female child Makynzie Grace Blan-kenship, whose last known address is: 263 Springdale Lane, Dallas, GA 30157.

Springuale Late, Valids, Lot 20197.
You are hereby notified that on October 17, 2014, a Petition for Adoption of a female child born to you, Vanessa Townson, on May 1, 2012, in Douglasville, Georgia, was filed in the Superior Court of Union County, Georgia, Adoption No. SG-14-A10-7. On November 19, 2014 the

No. SG-14-A10-7. On November 19, 2014 the Court pass an Order fixing a hearing upon said Petition for February 19, 2015, at 9 am in the Chambers of Judge Stanley Gunter, Blairsville, Union County, Georgia.
All parental rights you may have with respect to the minor child will be lost and you will neither receive nor be entitled to object to the adoption of the child unless you appear in the pending adoption action and and show cause why your rights to the child should not be terminated by adoption. Brandi Price

Attorney at Law 5680 New Northside Drive, NW Atlanta, GA 30328 N(Dec17,24,31,Jan7)P

NOTICE OF ADOPTION

NOTICE OF ADOPTION
TO: Timothy Justin Blankenship, biological father of a female child Makynzie Grace Blankenship, whose last known address is: 263 Springdale Lane, Dallas, GA 30157.
You are hereby notified that on October 17, 2014, a Petition for Adoption of a female child born to Vanessa Townson, on May 1, 2012, in Douglasville, Georgia, was filed in the Superior Court of Union County, Georgia, Adoption No. SG-14-A10-7.

SG-14-A10-7.
All parental rights you may have with respect to the minor child will be lost and you will neito the infinite rimin will be lost and you will nei-ther receive notice nor be entitled to object to the adoption of the child unless, within thirty (30) days from the date of the last publication of this notice, you file (1) a Petition to Legiti-mate the child pursuant to the Official Code of Georgia Annotated Section 19-7-22; (2) notice of the filing of such Petition to Legitimate with the Superior Court of Union County and make known such other objections in writing as you may have, and (3) serve a copy of the Petition to Legitimate on the undersigned attorney for the Petitioners seeking to adopt the child.

Attorney at Law 5680 New Northside Drive, NW Atlanta, GA 30328

(For Discharge from Office and all Liability)
PROBATE COURT OF UNION COUNTY
Re: PETITION OF KAREN SUTTON FOR DISCHARGE AS EXECUTOR OF THE ESTATE OF STEVE SUTTON, DECEASED.

To whom it may concern:
This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before December 29, 2014.

BE NOTIFIED FURTHER: All objections to the BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/ objections must be signed before a notary public or before a probate court clerk, and fling fees must be tendered with your pleadings/ objections, unless you qualify to file as an indigent party. Contact probate court personnel at gent 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 Court Clerk
65 Courthouse Street
Blairsville, GA 30512
(706)439-6006

IN THE PROBATE COURT COUNTY OF UNION STATE OF GEORGIA IN RE: ESTATE OF

GEORGE HAROLD KING, DECEASED NOTICE OF PETITION TO FILE FOR YEAR'S SUP-

The Petition of Carol A. King, for a year's support from the estate of GEORGE HAROLD KING, deceased, for decedent's surviving spouse, hav-ing been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before January 19, 2015, why said Petition should not be granted. All objections to the Petition must be in writing,

All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/ objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/ objections, unless you qualify to file as an indigent party. Contact probate court 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.
65 Courrhouse St., Ste. 8
Balarsville, GA 30512 Blairsville, GA 30512

Address (706) 439-6006 **Dwain Brackett** By: Kristin Stanley
Clerk of the Probate Court

IN THE CIRCUIT COURT FOR

THE ADOPTION OF A MALE CHILD ABAN BRYAN BRYAN, d/o/b: 03/07/2014 WYATT FREEMAN and wife

CRYSTAL FREEMAN Petitioners DEBRA LYNN BRYAN, Mother

and UNKNOWN FATHER

ORDER OF PUBLICATION
It appearing from the Petition in this cause, that
the address and domicile of the unknown father cannot be ascertained, so that ordinary process cannot be served. It is therefore

cannot be served. It is therefore ORDERED that said respondent, will appear and make defense within thirty (30) days to the Petition, or the same will be taken for confessed as uon, or the same will be taken for comessed as to the respondent and set for hearing ex parte, and that a copy of the Order be published for four weeks in the North Georgia News, a newspaper published in Union County, Georgia. This the day of , 2014.

J. MICHAEL SHARP, Judge

APPROVED FOR ENTRY AFTRUVELY FOR ENTITY
REID, WINDER, & GREEN, PLLC
DONALD (TREY) WINDER, III, BPR# 025765
Attorney for Petitioners
10 West Madison Ave.
P.O. Box 628 Athens, Tennessee 37371-0628

Phone: (423) 745-1118

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY
THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Leonard Douglas Crawford and Judy Anne Crawford to Local Govt. Federal Credit Union, dated August 17, 2012, recorded in Deed Book 912, Page 390, Union County, Georgia Records, as last transferred to State Employees' Credit Union by assignment to be recorded in the Office of the Clerk 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 SEVENTY-FIVE THOUSAND AND 0/100 DOLLARS (\$175,000.00), 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 January, 2015, 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. 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 heen 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 (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 first set out above. State Employees' Credit Union is the holder of the 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: State Employees Credit Union, 3101 Wake Forest Road, Raleigh, NC 27609 919-839-5018. To the best knowledge and belief of the undersigned, the party in possession of the property is Leonard Douglas Crawford and udy Ann Crawford or a tenant or tenants and said property is more commonly known as 126 Knights Square, 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. State Employees' Credit Union as Attorney in Fact for Leonard Douglas Crawford and Judy Anne Employees' Credit Union as Attorney in Fact Findings of the control of the contr 9th District, 1st Section of Union County, Georgia, being Lot 19, containing 1.169 acres, more or less, of Barons Ridge Subdivision as shown on a plat of survey by Rochester & Associates, Inc., RLS #2349, dated 06/27/05 and recorded in Plat Book 52, Page 168, Union County, Georgia Records, which description on said plat is gia Records, which description on said plat is incorporated by reference and made a part hereof. Subject to all matters and condition as shown on above referenced plat of survey. The property is subject the road casements as shown on above said plat. The property is subject to the restrictions recorded in Deed Book 574, Pages 306-325, Union County, Georgia records. The property is subject to the powerline easements to Blue Ridge Mountain EMC recorded in Deed Book 345, Page 341 and Deed Book 526, Page 703-704, Union County, Georgia recorded. The property is subject to the reservation of 34 mineral rights as peccyfed in Georgia records. Ine property is subject to the reservation of % mineral rights as recorded in Deed Book JJ, Page 473, Union County, Georgia records. Grantor grants to grantee a non-exclusive easement for ingress and egress to the above property along existing easement as shown on said plat MR/akr 1/6/15 Our file no. 5483214 - FT17

NOTICE OF SALE UNDER POWER, UNION COUNTY

Pursuant to the Power of Sale contained in a Pursuant to the Power of Sale contained in a Security Deed given by David Jenkins and Sue E Jenkins to Mortgage Electronic Registration Systems, Inc. as nominee for Branch Banking and Trust Company dated 1/30/2012 and recorded in Deed Book 892 Page 214, UNION County, Georgia records; as last transferred to or acquired by Branch Banking and Trust Company, conveying the after-described property to secure a Note in the original principal amount of \$97,400.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION for cash before the Courthouse door of UNION

for cash before the Courithouse door of UNION County, Georgia, within the legal hours of sale on January 06, 2015 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property. ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 197, 8TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING A TOTAL OF 1 802 ACRES AND BEING SHOWN AS LOT 4 (4) (0 802 ACRE) AND LOT FIVE (5) (1 0 ACRE) OF STABLEGATE ESTATES ON PLAT OF SURVEY BY ROCHESTER & ASSOCIATES, INC. RS SURVEY BY ROCHESTER & ASSOCIATES, INC. RS #2653, DATED 8/21/00 AND RECORDED IN PLAT WHICH DESCRIPTION ON SAID PLAT IS HEREBY INCORPORATED BY REFERENCE AND MADE A

PART HEREOF. THE PROPERTY IS SUBJECT TO THE ROAD EASE-THE PROPERTY IS SUBJECT TO THE RUAD EASE-MENTS AS SHOWN ON SAID PLAT THE PROPERTY IS SUBJECT TO THE RESTRIC-TIONS RECORDED IN DEED BOOK 219 PAGE 23, AMENDED IN DEED BOOK 220 PAGE 545 AND IN DEED BOOK 228 PAGE 514 UNION COUNTY DECORDED.

THE PROPERTY IS SUBJECT TO THE POWERLINE

THE PROPERTY IS SUBJECT TO THE PUWERLINE EASEMENT TO BLUE RIDGE MOUNTAIN EMC RECORDED IN DEED BOOK 200 PAGE 197 UNION COUNTY RECORDS.

THE PROPERTY IS SUBJECT TO THE RIGHT OF WAY OF UNION COUNTY, GEORGIA, RECORDED IN DEED BOOK 226 PAGE 300 UNION COUNTY PROPERTY.

RECORDS.
THE PROPERTY BENEFITS FROM THE EASEMENT
RECORDED IN DEED BOOK 353, PAGE 344, UNION COUNTY RECORDS.
GRANTOR GRANTS TO GRANTEE A NON-EXCLU-

GRANTOR GRANTS TO GRANTEE A NON-EXCLU-SIVE PERPETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGREES TO THE ABOVE PROPERTY.

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

Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property is commonly known as 29 Nottely Circle, Blairsville, GA 30512 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): David Jenkins and Sue Jenkins or tenant or tenants.

Branch Banking and Trust Company is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms

thority to negotiate, amend and modify all terms

of the mortgage.
Branch Banking and Trust Company
Mortgage Loan Servicing
P.O. Box 2467
Greenville, SC 29602-2467 1-800-827-3722

1-800-827-3722
Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.
Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes

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

out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, 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 immediately above. loan as provided immediately above.

Branch Banking and Trust Company as agent and Attorney in Fact for David Jenkins and Sue

Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1207-357A THIS LAW FIRM MAY BE ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1207-357A

26,Dec3,10,17,24,31)P

COUNTY OF UNION
NOTICE OF SALE UNDER POWER IN
SECURITY DEED

By virtue of a Power of Sale contained in that By virtue of a Power of Sale contained in that certain Security Deed from Tommy R. Cook to Kenneth and Eloise Cook, dated 20th Day of October, 2006, recorded in Deed Book 676, Page 267-268, Union County, Georgia records, said Security Deed having been given to secure a Note of even date in the original principal amount of Twenty Three Thousand Four Hundred and 00/100 (\$23,400.00) Dollars 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

bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in January, 2015, the following described property:

All that tract or parcel of land lying and being in Land Lot 124, 16th District, 1st Section of Union County, Georgia, containing 12.19 acres as shown on a plat of survey by William F. Rolader, RS #2042, dated 3/15/89, and recorded in Plat Book U, Page 199, Union County records, which description on said plat is incorporated herein by reference and made a part hereof. Subject to a non-exclusive easement of ingress and egress over the existing road as shown Subject to a non-exclusive easement of ingress and egress over the existing road as shown on said plat and the reservation described in a warranty deed recorded in Deed Book 142, pages 679-680, Union County records.

ALSO: An easement of ingress and egress and an exclusive water right as described in a warranty deed recorded in Deed Book 1442, page 681. Nairo County reads

681, Union County records. LESS & EXCEPT THE FOLLOWING:

LESS & EXCEPT THE FOLLOWING:
A 2.50 acre tract as shown on a plat of survey by Blairsville Surveying Co., RS#2228, dated 11/23/98, revised 2/17/06 and recorded in Plat Book 58, page 139, Union County records, conveyed to Kenneth Cook by warranty deed 5/11/06, and recorded in Deed Book 646, page 137, Union County records and further conveyed to Kenneth Cook and Eloise L. Cook by warranty deed dated 5/11/06, and recorded in Deed Book 647, page 327, Union County records.

records.
A 5.0 acre tract as shown on a plat of survey Blairsville Surveying Co., R.S #2228, dated 10/24/94, and recorded in Plat Book 31, page 231, Union County records.
Said property is commonly known as:4897 Kenneth Cook Drive, 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, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in dewhen due. The indebtedness remaining in de-fault, this sale will be made for the purpose of paying the same, all expenses of the sale, in-cluding attorney's fees and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold subject to the fol-lowing items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or would be disclosed by an accurate survey or by an inspection of the property; any outstanding taxes, including but not limited to ad valorem taxes, which constitute liens upon said property; special assessments; all outstanding bills for public unities which constitute liens upon said property; all restrictive covenants, easements, rights-of-way and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the parties in possession of the property are Tommy R. Cook or the Estate of Tommy R. Cook or tenant(s).

KENNETH COOK AND ELOISE COOK as Attorney in Fact for

as Attorney in Fact for TOMMY R. COOK OR THE ESTATE OF TOMMY R. COOK Contact: Cary D. Cox CARY D. COX, P.C.

P.O. Box 748 Blairsville, GA 30514 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 12/09/2014, 12/16/2014, 12/23/2014, 12/30/2014

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

COUNTY OF UNION

NOTICE OF SALE UNDER POWER

By virtue of the power of sale contained in that certain Security Deed (hereinafter the "Security Deed") from Mark W. Autry and Scott O. Helton to Regions Bank (with RREF II PEBP-GA, LLC as assignee of RREF II PEBP Acquisitions, LLC ("RREF"), as assignee of Regions Bank ("Regions")), dated December 14, 2006, recorded at Deed Book 682, Page 563, Union County, Georgia records; said Security Deed being given to partially secure indebtedness under that certain Promissory Note (as renewed, hereinafter the "Note") from Mark W. Autry and Scott O. Helton to Regions (with RREF II PEBP-GA, LLC as assignee of RREF, as assignee of Regions), dated December 14, 2006, and renewed on April 17, 2008, in the renewed principal amount of TWO HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$205,000.00), with interest on the unpaid balance from the date thereof until maturity or until paid, together with all other amounts payable with respect thereto; there will be sold by the undersigned at public outcry to the highest bidder, for cash before the Courthouse door in Blairsville, Union County, Georgia, within the legal hours of sale on the first Tuesday in January, 2015, the property being more fully described as follows:
ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 13, 16th District of 1st

being more fully described as follows: ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113, 16th District of 1st Section of Union County, Georgia, containing 1.3235 acres and being Lot 6 as shown on a plat of survey by Roy A. Terrell, RLS, dated Sep-tember 29, 1989, recorded in Plat Book U, Page 248, Union County Records, which description on said plat is incorporated herein by refer-ence and made a part hereof. ence and made a part hereof.

LESS AND EXCEPTED from this conveyance is

LESS AND EXCEPTED from this conveyance is a fee simple interest in and to that part of the above described properly sufficient to make up its constituent part of a road right of way, having a total width of 30 feet, with said right of way extending 15 feet from each side of the centerline of said road as delineated on the plat of survey hereinabove referred to.

ALSO CONVEYED is a perpetual non-exclusive easement for ingress and egress to the above-described property. Said easement to run from S. R. 348 along the road as shown on the above-referenced plat.

above-referenced plat.

above-reterenced plat.

Subject to the necessary rights of ways over and through the above described property for public utilities, which in the future may be necessary to serve the adjoining property, now or formerly of Terry D. Blalock et al, including the right of ingress and egress for public utilities over and through the above described property. Said rights shall not be defeated for lack of use or maintenance but shall be covenants running with the land.

The property is restricted against mobile homes or any type of manufactured home.

The property is restricted against mobile homes or any type of manufactured home. The debt secured by said Note and Security Deed has been and is hereby declared due and payable in full because of, among other possible events of default, non payment of principal and interest owed in accordance with the terms of the Note and the Security Deed. The indebtdness remaining in default, this The indebtedness remaining in default, this sale will be made for purposes of paying the same and all expenses of this sale, including attorney's fees. To the best knowledge and belief of the under-

rio the best knowledge and obler of the under-signed, the subject property is in the posses-sion of Mark W. Autry and Scott O. Helton or parties claiming by, through or under Mark W. Autry and Scott O. Helton. Said property will be sold as the property of Mark W. Autry and Scott O. Helton on an "as is, where is" basis, without recourse and without

where is basis, without recourse and without representation or warranty, express or implied, of any nature whatsoever with respect thereto and will be sold subject to all unpaid taxes, assessments, and any superior items of record, as well as any matters as would be revealed by an accurate survey and inspection of the subject property. subject property.
RREF II PEBP-GA, LLC, a Georgia limited liabil-

ity company, As Attorney in Fact for Mark W. Autry and Scott O. Helton c/o Stephanie B. Skidmore, Esq.

Hartman Simons & Wood LLP 6400 Powers Ferry Road, N.W. Suite 400 Suite 400
Atlanta, Georgia 30339
(770) 955-3555
THIS LAW FIRM MAY BE DEEMED TO BE A DEBT
COLLECTOR AND IS ATTEMPTING TO COLLECT
A DEBT. ANY INFORMATION OBTAINED WILL BE

USED FOR THAT PURPOSE.

STATE OF GEORGIA

STATE OF GEORGIA
COUNTY OF UNION
NOTICE OF SALE UNDER POWER
By virtue of the power of sale contained in that
certain Security Deed (hereinafter the "Security
Deed") from Mark W. Autry and Scott O. Helton
to Regions Bank (with RREF II PEBP-GA, LLC
as assignee of RREF II PEBP Acquisitions, LLC
("RREF"), as assignee of Regions Bank ("Regions")), dated December 14, 2006, recorded
at Deed Book 682, Page 576, Union County,
Georgia records; said Security Deed being given to partially secure indebtedness under that
certain Promissory Note (as renewed, hereinafter the "Note") from Mark W. Autry and Scott
O. Helton to Regions (with RREF II PEBP-GA,
LLC as assignee of RREF, as assignee of Regions), dated December 14, 2006, and renewed LLC as assignee of RREF, as assignee of Re-gions), dated December 14, 2006, and renewed on April 17, 2008, in the renewed principal amount of TWO HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$205,000.00), with interest on the unpaid balance from the date thereof until maturity or until paid, together with all other amounts payable with respect thereto; there will be sold by the undersigned at public outcry to the highest bidder, for cash before the Courthouse door in Balirsville, Union Coun-ty, Georgia, within the legal hours of sale on the first Tuesday in January, 2015, the property being more fully described as follows:

the first Tuesday in January, 2015, the property being more fully described as follows:
ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113, 16th District of 1st Section of Union County, Georgia, containing 1.1019 acres and being Lot 5 as shown on a plat of survey by Roy A. Terrell, RLS, dated September 29, 1989, recorded in Plat Book U, Page 248, Union County Records, which description on said plat is incorporated herein by reference and made a part hereof.
LESS AND EXCEPTED from this conveyance is a fee simple interest in and to that part of the above described property sufficient to make up its constituent part of a road right of way, having a total width of 30 feet, with said right of way extending 15 feet from each side of the centerline of said road as delineated on the plat of survey hereinabove referred to.

plat of survey hereinabove referred to.

ALSO CONVEYED is a perpetual non-exclusive easement for ingress and egress to the above-described property. Said easement to run from S. R. 348 along the road as shown on the above-referenced plat.

Subject to the necessary rights of ways over

Subject to the necessary rights of ways over and through the above described property for public utilities, which in the future may be necessary to serve the adjoining property, now or formerly of Terry D. Blalock et al, including the right of ingress and egress for public utilities over and through the above described property. Said rights shall not be defeated for lack of use or maintenance but shall be covenants running with the land. The property is restricted against mobile homes or any type of manufactured home. The debt secured by said Note and Security The debt secured by said Note and Security Deed has been and is hereby declared due and payable in full because of, among other possible events of default, non payment of principal and interest owed in accordance with the terms of the Note and the Security Deed. The indebtedness remaining in default, this sale will be made for purposes of paying the same and all expenses of this sale, including attorney's fees.

same and an expenses of this said, including attorney's fees.

To the best knowledge and belief of the undersigned, the subject property is in the possession of Mark W. Autry and Scott O. Helton or parties claiming by, through or under Mark W. Autry and Scott O. Helton.

Said property will be sold as the property of Mark W. Autry and Scott O. Helton on an "as is, where is" basis, without recourse and without representation or warranty, express or implied of any nature whatsoever with respect thereto and will be sold subject to all unpaid taxes, as-sesments, and any superior items of record, as well as any matters as would be revealed by an accurate survey and inspection of the by an accuracy can be subject property.

RREF II PEBP-GA, LLC, a Georgia limited liability company, As Attorney in Fact for Mark W. Autry and Scott

AS Attorney in Fact for Mark W. A
O. Helton
C/o Stephanie B. Skidmore, Esq.
Hartman Simons & Wood LLP
6400 Powers Ferry Road, N.W.
Suite 400

Suite 400
Atlanta, Georgia 30339
(770) 955-3555
THIS LAW FIRM MAY BE DEEMED TO BE A DEBT
COLLECTOR AND IS ATTEMPTING TO COLLECT
A DEBT. ANY INFORMATION OBTAINED WILL BE

USED FOR THAT PURPOSE

NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in that certain Commercial Deed to Secure Debt

and Security Agreement from E. Swain Stewart and Wanda E. Stewart ("Grantors") to and in favor United Community Bank, d/b/a Union County Bank of Union County, Georgia ("Original Lender") dated January 29, 2001 and recorded in Deed Book 363, Page 242, Union County, Georgia records as modified from time-to-time by that certain Modification of Security Deed dated November 24, 2012 and recorded in Deed Book 933, Page 94, aforesaid records (the "Security Deed"), as transferred to Great Oak Pool I, LLC by that certain Assignment of Security Instrument recorded in Deed Assignment of Security Instrument recorded in Deed Book 946, Page 562, aforesaid records, as transferred to Great Oak GA Owner LLC ("Lender") by that certain Assignment of Security Deeds recorded in Deed Book 991, Page 351, aforesaid records, securing that certain Universal Note dated January 29, 2001 in the original principal amount of \$100,977.00, as last modified by that certain Modification of Promissory Note dated May 10, 2011, in the outstanding principal amount of \$141,866.04 (collectively, the "Note"); there will be sold at public outcry by Lender as attorney—in-fact of Grantor to the highest bidder for cash between the legal hours for sale before the Courthouse door in Union County, Georgia, on the first Tuesday in January, 2015, the following described property (the "Premises") to wit:
LEGAL DESCRIPTION:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BE-ING IN LAND LOT 80, 16TH DISTRICT, 1ST SECTION, Assignment of Security Instrument recorded in Deed

ALL IRAI IRAIO IN PARICEL UT LAND LINKS AND BEING IN LAND LOT 80, 16TH DISTRICT, 1ST SECTION,
UNION COUNTY, GEORGIA CONTAINING 1.000 ACRE
AND BEING SHOWN AS LOT I AND II ON A PLAT OF
SURVEY BY ROCHESTER & ASSOCIATES, INC., DATED
JUNE 19, 2000, AS RECORDED IN PLAT BOOK 45, PAGE
208, UNION COUNTY, RECORDS, WHICH DESCRIPTION
IS INCORPORATED HEREIN BY REFERENCE AND MADE
A PART HEREIGE A PART HEREOF. A PARI MEREUP.
THE PROPERTY IS SUBJECT TO THE 10 FOOT GRAVEL
DRIVE AS SHOWN ON SAID PLAT, WHICH SERVES LOT
III, AND TO THE WATER METER AS SHOWN ON SAID

PLAT. The property is subject to the declaration of THE PROPERTY IS SUBJECT TO THE DECLARATION OF PUBLIC USE AS RECORDED IN DEED BOOK 149, PAGE 141, UNION COUNTY RECORDS. THE PROPERTY IS SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN, EMC AS RECORDED IN DEED BOOK 173, PAGE 561, UNION COUNTY RECORDS. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR WELL AND WATER LINES, AND A SIGN EASEMENT RE-CORDED IN DEED BOOK 206, PAGE 582, UNION COUNTY RECORDS.

A PORTION OF THE PROPERTY IS LOCATED IN THE FLOOD PLAIN AS SHOWN ON THE AFOREMENTIONED

paragraph above; FURTHER LESS AND EXCEPT that property, if any, released of record; TOGETHER WITH all buildings, structures, and other improvements now or hereafter located on said prop-

If and as modified and released as shown in the first

improvements now or nereater coated on said prop-erty, or any part and parcel thereof; and TOGETHER WITH all rights, title, and interest of grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or above the same or any part or parcel thereof; and

parcel thereof; and TOGETHER WITH all and singular the tenements, here-ditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the rever-sion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of grantor of, in, and to the same and of, in, and to every

grantor or, in, and to the same and or, in, and to every part and parcel thereof; and TOGETHER WITH all fittings and fixtures, whether ac-tually or constructively attached to said property and including all attached machinery, equipment, appara-tus, and all trade, domestic, and ornamental fixtures, and an used contests, and ornamental natures, appliances, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon, or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by grantor (hereinafter collective-ly called "equipment") including, but without limiting the generality of the foregoing, all heating, air condi-tioning, freezing, lighting, laundry, cooking, inciner-ating, and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting elegating fire reseating fire exitinguishing. lifting, cleaning, fire prevention, fire extinguishing, inting, tealing, in the prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; boilers, ranges, furnaces, oil burners, or units thereof, appliances; air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; dishwashwillows, stoves, wall beus, reinigerators, uisniwashi-ers; attached cabinets; partitions; ducts and com-pressors; rugs and carpets; mirrors; mantles; draper-ies; furniture and furnishings; all building materials, supplies, and equipment now or hereafter delivered to said property and intended to be installed therein; all additions to and renewals or replacements of all

an adulturis to any relevants or repracements of all of the foregoing, and all proceeds and profits of all the foregoing; and TOGETHER WITH any and all rents which are now due or may hereafter become due by reason of the renting or leasing of the property, the improvements thereon, and equipment any

and equipment; an TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the property, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by grantee and of the reasonable attorneys' fees, costs, and disbursements incurred by grantee in connection with the collection of such award or payment. The indebtedness evidenced by the Note is due and awable and remains unpaid. The Security Deed

payable and remains unpaid. The Security Deed therefore has become and is now foreclosable according to its terms. Accordingly, the Premises will be sold at public outery pursuant to the terms of the power of sale provided in the Security Deed. The Premises will be sold on an "as is, where is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect thereto. The proceeds of the sale are to be applied first to the expenses of the sale and all proceedings in connective the proceedings in connective the sale and all proceedings in the s tion therewith, including attorneys' fees (notice of intention to collect attorneys' fees (notice of in-tention to collect attorneys' fees having been given), then to the payment of all sums secured by the Se-curity Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor, subject to all restrictions, accompants and other matters of re-

all restrictions, easements and other matters of re-cord that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Premises. Please note that Great Oak GA Owner, LLC, whose Please note that Great Oak GA Owner, LLC, whose mailing address of 5-9 Union Square West, Sixth Floor, New York, New York 10003, is the entity that has the full authority to negotiate, amend or modify the terms of the loan documents with you. Great Oak GA Owner, LLC can be contacted through the following representative: Lisa A. Frank, Esq., McCalla Raymer, LLC 900 Holcomb Woods Parkway, Roswell, Georgia 30076; (678) 281-6503. 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.

to the best knowledge and befine to the fundersigned, the party in possession of the Premises is Grantor or a tenant or tenants and said property is more commonly known as 3623 Morris Ford Exchange, Blairs-ville, Georgia 30512.

GREAT OAK GA OWNER, LLC as Attorney-in-Fact for E Swain Stewart and Wanda E. Stewart Lisa A. Frank, Esq.
McCalla Raymer, LLC
900 Holcomb Woods Parkway Roswell, Georgia 30076 (678) 281-6503