## North Georgia News

## **Legal Notices for October 5, 2016**

STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Anthony Lee Pratt,
All debtors and creditors of the estate of
Anthony Lee Pratt, deceased, late of Union Anthony Lee Pratt, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 13th day of September, 2016. By: Diana Hogsed Pratt 1634 Pine Ridge Rd.
Blairsville, GA 30512 NSPERCIAR DESIZED

IN THE SUPERIOR COURT OF UNION COUNTY

STATE OF GEORGIA BRYAN MACMCNABB,

VS Amber Henderson.

Defendant

AMDEN HENDERSON,
Defendant
CIVIL ACTION NO.: 16CV-186
NOTICE OF PUBLICATION
By order for service by publication filed the
2nd day of September, 2016, you are hereby
notified that on the 3rd day of June, 2016,
BRYAN MACMCNABB filed suit against you for
Petition for Modification of Child Custody.
You are required to file with the Clerk of the Superior Court and serve upon Plaintiff's counsel,
Erin H. Fowler, 341-C Dahlonega St., Georgia
30040, an Answer in writing within sixty (60)
days of the date of the order for publication.
Witness, the Honorable N. Stanley Gunter,
Judge of this Superior Court.
This the 2nd day of September, 2016
Deputy Clerk, Superior Court
M(Sept14,21,20,0t5)8

IN THE PROBATE COURT COUNTY OF UNION State of Georgia In Re: Estate of Rosia Lillian McCarter, Deceased

ESTATE NO. 16-114
PETITION FOR LETTERS OF ADMINISTRATION
NOTICE

NOTICE Tiffany Jade Partin has petitioned (for Letters of Administration) to be appointed Adminis-trator of the estate of Rosia Lillian McCarter dator of the estate of noise Linial model deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. §53-12-261.) All interested parties are hereby notified 201.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before October 17, 2016. 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 way applies to file so as indirections were applied. 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 peti-

a later date. It no objections are filed, toon may be granted without a hearing Dwain Brackett PROBATE JUDGE By: Kristin Stanley PROBATE CLERK 65 Courthouse St., Ste. 8 Blairsville, GA 30512 (706) 429-6006

NOTICE OF INTENT TO INCORPORATE

NOTICE OF INITIAL INCOMPORATE
Notice is given that Articles of Incorporation for Blairsville Internal Medicine, Inc. will
be delivered to the Secretary of State for filing in accordance with the Georgia Business
Corporation Code. The initial registered office
of the Corporation will be located at 374A Pat
Haralson Drive, Blairsville, Georgia 30512, and
its positored point at our haddress in Mean its registered agent at such address is Mary Elizabeth Wiles.

This notice serves purpose that Blairsville Storage will hold a public auction pursuant to the Georgia Self Storage Act: Georgia Code Section 10-4-210 to 10-4-215, on October 17, 2016 10:00am at Blairsville Storage, located at 27 Orbit Drive, Blairsville, GA 30512, County of

WILLIAM WOOTEN UNIT A8

This auction will be a cash sale to the highest bidder, or disposed of. Sale subject to cancel-lation in the event of a settlement between the owner and obligated party. N(Oct5,12)B

STATE OF GEORGIA Union County Notice to debtors and creditors

RE: Estate of Amanda Ruth Bagley, All debtors and creditors of the estate of

Amanda Ruth Bagley, 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 Personatative(s).

tate are required to finate infinited to the Personal Representative(s). This 23rd day of September, 2016. By: Kelly Ray Bagley 310 Holt St.

Thomson, GA 30824

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Cathy Violet Johnson, All debtors and creditors of the estate of Cathy Violet Johnson, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to

the law, and all persons indebted to said es

tate are required to make immediate payment to the Personal Representative(s). This 22nd day of September, 2016 By: Angela Johnson Walters 110 River Overlook

Forsyth, GA 31029 N(Sept28.0ct5.12.19)B

STATE OF GEORGIA

UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Ambrose S. Kolnik, III,
All debtors and creditors of the estate of Ambrose S. Kolnik, III, 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 according to the law, and all persons indebted to said estate according to the law, and all persons indebted to said estate according to the law, and all persons indebted to said estate according to the law, and all persons indebted to said estate according to the law. tate are required to make immediate payment tate are required to make immedia to the Personal Representative(s). This 26th day of September, 2016. By: Elaine C. Kolnik 5849 Grande Palm Circle Delray Beach, FL 33484

IN THE PROBATE COURT COUNTY OF UNION
STATE OF GEORGIA
IN RE: ESTATE OF
JAMES ALBERT BROWN, DECEASED **ESTATE NO. 16-92** PETITION FOR LETTERS OF ADMINISTRATION

NOTICE
Jennifer Lynn Brown has petitioned (for Letters of Administration) to be appointed Administrator of the estate of James Albert Brown deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. §53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such grames. An objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filled with the court on or before October 31, 2016. All pleadings/ob-jections must be signed before a notary public or before a probate court clerk, and filling fees or before a probate court cierx, and ming 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 tion may be granted without a hearing. Dwain Brackett

PROBATE JUDGE By: Kristin Stanley PROBATE CLERK 65 Courthouse St., Ste. 8 Blairsville, GA 30512 (706) 439-6006

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

INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Robert Lorenz and Patricia C. Lorenz to Unity Mortgage Corp dated 05/10/07, recorded in Deed Book 709, Page 543, Union, County, Georgia Records, as last transferred to James B. Nutter & Company by assignment recorded in Deed Book 15366, Page 2003, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of \$300,240.00, with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash or certified check only before the courthouse door of Union County, Georgia within the legal hours of sale on November 1, 2016, the following described property: All that tract or parcel of land lying and being in Land Lot 46 of the 10th District, 1st Section, Union County, Georgia, being Tract 1, containing 1.202 acres, more or less, as per plat recorded in Plat Book 56, Page 339, Union County, Georgia Records, which less, as per plat recorded in Plat Book 56, Page 339, Union County, Georgia Records, which recorded plat is incorporated herein by this reference and made a part of this description. Said property being known as 2649 Crawford Road according to the present system of numbering property in Union County, Georgia. 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 manner provided in the Note and Security beed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). James B. Nutter & Company services the above referenced loan on behalf of the current owner of the loan Lames B. Nutter services the above referenced loan on behalf of the current owner of the loan. James B. Nutter & Company can be contacted at 800-315-7334 or by writing to Westport Plaza Office 4153 Broadway Kansas City, M0 64111, to discuss possible alternatives to foreclosure. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: James B. Nutter & Company, Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which properly will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Robert Lorenz and Patricia C. Lorenz or a tenant or tenants and said property is more commonly known as 2649 Crawford Road, Blairsville, GA 30512. The sale will be conducted subject (1) to confirmation that the conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankrupt-cy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. RCO Legal, P.S. 2970 Clairmont Road NE, Suite 780 Atlanta, GA 30329 (770)-234-9181 www.rcolegal.com 7870.21039 TSE: 7870.21039 FEI # 2013.04672 10/05/2016, 10/12/2016, 10/19/2016, 10/26/2016

N(0ct5,12,19,26)B

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 ROB-ERT J HERNDEN AND MARY ELLEN KITE-HERN-DEN to JPMORGAN CHASE BANK, NA, dated 09/15/2005, and Recorded on 10/12/2005 as Book No. 607 and Page No. 555-562, UNION County, Georgia records, as last assigned to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (the Secured County, Georgia Proprieta) by the County of the JPMONGAN CHASE BANK, NATIONAL ASSOCIA-TION (the Secured Creditor), by assignment, conveying the after-described property to se-cure a Note of even date in the original princi-pal amount of \$88,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bid-der for cash at the UNION County Courthouse 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 November, 2016, the following described property: ALL THAT TRACT OR PARCEL OF LAND IN THE 16TH DISTRICT, 1ST SECTION AND LAND LOT 132 IN UNION COUNTY, GEORGIA, CONTAIN-ING 1.33 ACRES AS PER PLAT BOOK 45, FOLIO 22, UNION COUNTY, GEORGIA, CONTAIN-ING 1.33 ACRES AS PER PLAT BOOK 45, FOLIO 22, UNION COUNTY, GEORGIA RECORDS. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMORGAN CHASE BANK, NATIONAL ASSOCIATION holds the duly endorsed Note and is the current assignee of the Security Deed to the property. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (the current investor on the loan), is the entity with the full authority to negotiate. SOCIATION (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, N.A. may be contacted at: JPMORGAN CHASE BANK, N.A., 8333 RIDGEPOINT DRIVE INVINCE TY FOR MORGAN CHÁSE BANK, N.A., 8333 RIDGEPOINT DRIVE, IRVING, TX 75063, 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 6103 ROBERTS LM, BLAIRSVILLE, GEORGIA 30512 is/are: ROBERT JHERNDEN AND MARY ELLEN KITE-HERNDEN 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 mathers which yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zonto, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172-1, which allows for 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 confirmation and audit of the status of the loan as provided in audit of the status of the loan as provided in the preceding paragraph. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as Attorney in Fact for ROBERT J HERNDEN AND MARY ELLEN KITE-HERNDEN. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 0000005616636 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 4004 Belt Line Road, Suite 100 Addison, Texas 75001 Telephone: (972) 341-5398.

NOTICE OF SALE UNDER POWER OF SALE

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.

THAT PURPOSE. Under and by virtue of the power of sale contained in that certain deed to secure debt given by Johnny Peter Gray to Appalachian Community Bank dated June 2, 2008, and recorded in Deed Book 763, Page 296, as corrected by Scrivener's Affidavit recorded in Deed Book 876, Page 685, as modified by Modification Agreement recorded in Deed Book 976, Page 582, and as assigned by Assignment to Apex Bank recorded in Deed Book 1031, Page 499, in the Office of the Clerk of the Superior Court of Union County, Georgia conveying the 499, in the Office of the Clerk of the Superior Court of Union County, Georgia conveying the after-described property to secure a Note in the original principal amount of EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00), with interest thereon as set forth therein, there will be sold at public outcry, to the highest and best bidder for cash, before the courthouse door in Union County, Georgia, with the legal hours of sale on the first Tuesday in November, 2016, to wit November 1, 2016, the following described property:

2016, to wit November 1, 2016, the following described property:
All that tract or parcel of land lying and being in Original Land Lot No. 212 in the 9th District and 1st Section of Union County, Georgia, and being designated as Lot No. 15, containing .392 acres as shown on that plat of survey by Land Tech Services, Inc., James L. Alexander, G.R.L.S. No. 2653, dated October 15, 2002, and leaders are contained in Park Beach Ed. Beach 276. Banatas, No. 2005, dated octuber 15, 2002, and being recorded in Plat Book 51, Page 178, (erroneously referred to as Plat Book Hanger B-200, Page 178 in prior deeds and corrected by Scrivener's Affidavit recorded in Deed Book 876, Page 685) in the Office of the Clerk of the Superior Court of Union County, Georgia, Pursents of Co. C. A. S. 40, 200 prefered in Page 1865. superior Court of Union Country, Georgia, Pursuant to O.C.G.A. § 44-2-28, reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein for a more complete metes and bounds description of the property herein conveyed.

Subject to and together with the right of in-

gress and egress, all covenant, easements, restrictions, rights-of-way, zoning, local ordinances, and subdivision regulations as set forth in said plat of survey or as appearing of

Subject to that certain Boundary Line Agree-

Subject to that certain Boundary Line Agreement dated the 19th day of May, 2003, and recorded in Deed Book 472, Page 82, in the Office of the above said Clerk.

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 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 fees (notice of intent to collect attorney's fees

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, lien, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Deed first set out above.
To the best of the knowledge and belief of

to the best of the knowledge and belief of the undersigned, the party in possession of the property is Johnny Pete Gray or tenant or tenants and said property is more commonly known as 457 Paradise Lane, a/kJa 5535 Para-dise Lane, Blairesville, GA 30512. The sale will be conducted subject (1) to con-

rime sale will be controlled subject (1) to con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the holder of the security deed. This 28th day of September, 2016.

Johnny Pete Gray by his attorney in fact Apex

N(0ct5,12,19,26)B

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY
Under and by virtue of the Power of Sale
contained in that certain Security Deed from
Donald W. Westra a/k/a Donald Wayne Westra Donald W. Westra a/k/a Donald Wayne Westra ("Grantor") to Bank of the Ozarks, successor by merger with Community & Southern Bank ("Grantee"), dated May 23, 2014, filed and recorded June 23, 2014, in Deed Book 978, Page 120, Union County, Georgia Records, (the "Security Deed"), conveying the after-described property to secure that certain Promissory Note dated May 23, 2014, payable to Grantee in the original principal amount of Twenty Five Thousand Four Hundred and 00/100 Dolars (\$25,400.00), with interest thereon as set forth therein (the "Note"), there will be sold at public outcry to the highest bidder for cash 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 November, 2016, the following

described property:
ALL THAT TRACT OR PARCEL OF LAND lying and ALL THAT TRÂCT OR PARCEL OF LAND lying and being in Land Lots 256, 257, 264, 285 & 293, 9th District, 1st Section, Union County, Georgia and being Lot 199 containing 1.36 acres, more or less, in Riverside on Lake Nottely Subdivision Phase 3, and being shown on a plat of survey by Blue Ridge Mountain Surveying, Inc. dated April 24, 2014, as recorded in Plat Book 66, Pages 199-200 ("Plat") Union County, Georgia Records, which description is incorporated herein by reference and made a part hereof. The property is conveyed with and subject to the road easements as shown on aforesaid

the road easements as shown on aforesaid

The property is subject to Amended and Re-stated Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running with the Land for Riverside on Lake Nottely Subdivision as recorded in Deed Book 945, Page 459-477, Union County, Georgia Re-

The property is conveyed subject to the Lola

Drive Easement for access and utilities as shown on aforesaid plat.

The property is conveyed subject to all other matters as shown on aforesaid Plat.

Grantors also grant to grantee a non-exclusive perpetual easement for the use of the roads for ingress and egress to the above described property. property.
The indebtedness secured by said Security

The indebtedness secured by said security Deed has been and is hereby declared due and payable 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. The debt remaining in default, this sale will be made for the purpose

provided in the Note. 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 as provided by law). The property will be sold for cash or certified funds and subject to any and all matters of record superior to said Security Deed, outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, zoning ordinances, restrictions, covenants, easements against the property, if any, and subject to any unpaid water and waste bills that constitute liens against the property, whether due and payable or not yet due and payable. The sale will be conducted as set forth herein subject to (1) confirmation prior to the sale that the sale is not prohibited under the U.S. Bankruptcy Code onlimination prior to the sale that the sale is not prohibited under the U.S. Bankruptcy Code and (2) final confirmation and audit prior to the sale of the status of the loan with the holder of the Security Deed.

Grantee reserves the right to sell the property in one parcel or as an entirety, or in such parallel of Center are unclearly as a sell-to the parallel of Center are unclearly as a sell-to the parallel of Center are unclearly as a sell-to the parallel of Center are unclearly as a sell-to the parallel of Center are unclearly as a sell-to the parallel of Center are unclearly as a sell-to the parallel of Center are unclearly as a sell-to the parallel of Center are unclearly as a sell-to the parallel of Center are unclearly as a sell-to the parallel of Center are unclearly as a sell-to the parallel of Center and th

cels as Grantee may elect, as permitted in the

reciel as Grantee may elect, as permitted in the Security Deed.

The following information is being provided in accordance with 0.C.G.A. § 44-14-162.2. Bank of the Ozarks is the secured creditor under the Security Deed and loan being foreclosed. The following entity shall have full authority to negotiate, amend, and modify all terms of the above-described Security Deed and associated Note on behalf of the secured creditor. Bank of the Ozarks, Attn: Foreclosures, 3705-53rd Avenue, Bradenton, Florida 34203, (941) 757-4661. O.C.G.A. § 44-14-162.2 states in pertinent part that, "nothing in this subsection shall be construed to require a secured creditor to negotiate, amend, or modify the terms of a mortgage instrument."

To the best of the undersigned's knowledge and belief, the property is known as Lot 199

To the best of the undersigned's knowledge and belief, the property is known as Lot 199 Riverside Subdivision, Blairsville, Union County, Georgia 30512; and the party in possession of the property is Donald W. Westra a/k/a Donald Wayne Westra, or his tenant or tenants. Bank of the Ozarks, Successor by Merger with Community & Southern Bank, as Attorney-in-Fact for Donald W. Westra a/k/a Donald Wayne Westra

Thompson, O'Brien, Kemp & Nasuti, P.C. 40 Technology Parkway South, Suite 300 Norcross, Georgia 30092 (770) 925-0111

(770) 923-0111
This is notice that we are attempting to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

NOTICE OF SALE UNDER POWER

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

THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Oris F Smith to MetLife Home Loans, a Division of MetLife Bank, N.A., dated August 23, 2010, recorded in Deed Book 849, Page 541, Union County, Georgia Records, as last transferred to Champion Mortgage Company by assignment recorded in Deed Book 913, Page 56, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED AND 0/100 DOLLARS (\$162.300.00). with interest original principal amount of the Hounreb and Orland Dolladas (\$162,300.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in November, 2016, 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). this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an excurate surpey and inspection of the property. standing ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Nationstar Mortgage LLC d/b/a Champion Mortgage Company 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: Champion Mortgage LLC, 8950 Cypress Waters Boulevard , Coppell, TX 75019 855-683-3095. To the best knowledge and belief of the undersigned, the party in possession of the property is Oris F Smith or a tenant or tenants and said property is more commonly known as 213 Hester 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. Nationstar Mortgage LLC d/b/a Champion Mortgage Company as Attorney in Fact for Oris F Smith McCalla Raymer Pierce, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" SITUATE IN THE COUNTY OF UNION, STATE OF GEORGIA, ASTONION STANLEY, COUNTY SURVEY PREPARED BY JACK STANLEY, COUNTY 11/1/16 Our file no. 5391215 - FT2