North Georgia News

Legal Notices for November 23, 2016

NOTICE To: Stacy Aron Elliott and All other interested parties Take notice that: The right to redeem the following described

property, to wit:
ALL THAT TRACT OR PARCEL OF LAND lying
and being in Land Lot 22, of the 8th District
and 1st Section of Union County, Georgia, and
containing 1 acre, more or less, and being Section 24, 2 se blown on a nlat of survey by B. containing 1 acre, more or less, and being Sec-tion 2A-2 as shown on a plat of survey by B. Rochester & Associates, Inc., dated March 28, 1989, and recorded in Union County records in Plat Book W, Page 70. Said plat is incorpo-rated herein, by reference hereto, for a full and complete description of the above described

property.
will expire and be forever foreclosed and barred on or after the 6th day of December, 2016. The tax deed to which this notice relates is dated the 2nd day of June, 2015, and is recorded in the office of the Clerk of the Superior Court of Union Courts. Geograph 2018, 2018. Court of Union County, Georgia, in Deed Book

Court of Union County, Georgia, in Deed Book 1010, Pages 440-441. ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 22, of the 8th District and 1st Section of Union County, Georgia, and containing 1 acre, more or less, and being Seccontaining 1 acre, more or less, and being Sec-tion 2A-1 as shown on a plat of survey by B. Keith Rochester & Associates, Inc., dated Oc-tober 13, 1998, and recorded in Union County records in Plat Book V, Page 241. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above

a full and complete description of the above described property. will expire and be forever foreclosed and barred on or after the 6th day of December, 2016. The tax deed to which this notice relates is dated the 2nd day of June, 2015, and is recorded in the office of the Clerk of the Superior Court of Union County, Georgia, in Deed Book 1010, Pages 442-443.

Court of Union County, Georgia, in Deed Book 1010, Pages 442-443.
The property may be redeemed at any time before the 6th day of December, 2016, by pay-ment of the redemption price as fixed and provided by law to the undersigned at the fol-lowing address: lowing address:
Jack Lowery
807 Voylestown Road
Morganton, GA 30560
PLEASE BE GOVERNED ACCORDINGLY.
Mr and Mrs Michael Slattery

3923 S. Poplar Street Marion, IN 46953

NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Jesse Wilborn Warren,
All debtors and creditors of the estate of
Jesse Wilborn Warren, 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). to the Personal Representative(s).
This 25th day of October, 2016.
By: Maxie Montgomery 162 Ashley Brook Dr. Lula, GA 30554 N(Nov2.9.16.23)B

STATE OF GEORGIA

NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBIONS AND CREDITORS
RE: Estate of Robert Morris Patton,
All debtors and creditors of the estate of
Robert Morris Patton, deceased, late of Union
County, Georgia, are hereby notified to render
their demands and payments to the Personal 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 24th day of October, 2016. By: Catherine Patton Flood 88 Grassy Knoll Rd. Blairsville, GA 30512

UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Beverly Ann Cooper,
All debtors and creditors of the estate of
Beverly Ann Cooper, 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). to the Personal Representative(s).
This 27th day of October, 2016. By: Joyce Ann Oliver 1746 Weymouth Dr. SE Grand Rapids, MI 49508 N(Nov2,9,16,23)B

NOTICE TO CREDITORS AND DEBTORS
All creditors of the estate of CATHY VIOLET
JOHNSON, deceased of Union County, Blairsville, Georgia are hereby notified to render in
their demands to the undersigned according
to law; and all persons indebted to said estate
are required to make immediate payment to
the undersigned Executor.
This 25th day of October 2016

This 25th day of October, 2016 Angela Johnson Walters Angera Johnson Walter 110 River Overlook Forsyth, Georgia 31029 IN THE PROBATE COURT OF UNION COUNTY

IN RE: ESTATE OF

IN RE: ESTATE OF
BONNIE LOU SEABOLT, DECEASED
ESTATE NO. 16-130
PETITION FOR LETTERS OF ADMINISTRATION
NOTICE
Michelle Deaver has petitioned to be appointed
Administrator(s) of the estate of Bonnie Lou
Seabolt, 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 objections, and must
be filed with the Court on or before Novemer 28, 2016.

28, 2016.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel 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

Judge of the Probate Court By: Kristin Stanley Clerk of the Probate Court 65 Courthouse St., Ste. 8 Blairsville, GA 30512 Address Address (706) 439-6006 Telephone Numbe

N(Nov2,9,16,23)B

NOTICE OF PETITION TO CHANGE NAME

NOTICE OF PETITION TO CHANGE NAME
Georgia, Union County
16-CV-366-SG
Notice is hereby given that Marvalan Odell
Patice is hereby given that Marvalan Odell
Patice is hereby given that Marvalan Odell
Patice is hereby given pursuant of the Superior Court of Union County, Georgia
on the 10th day of November, 2016, praying for
a change in the name of the petitioner from
Marvalan Odell Patton to Maveline Odell Patton. Notice is hereby given pursuant to the 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. petition. This 10th day of November, 2016 Marvalan Odel Patton, Petitioner

NOTICE OF INTENT TO INCORPORATE

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation
for CHD Concrete, 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 107 Serenity Drive, Blairsville,
Georgia 30512, and its registered agent at
such address is Charles Davis.

N(Nov16,23)B STATE OF GEORGIA

NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Sally K. Dougherty,
All debtors and creditors of the estate of

Sally K. Dougherty, 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 Demand Representative(s). tate are required to flake mineral to the Personal Representative(s). This 7th day of November, 2016. By: John Joseph Dougherty 12 Nottley Falls Rd. Blairsville, GA 30512 N(Nov23,30,Dec7,14)B

STATE OF GEORGIA NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Rosia Lillian McCarter,
All debtors and creditors of the estate of Ro-

All debtors and creditors of the estate of Rosia Lillian McCarter, 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 7th day of November, 2016.

By: Tiffany Jade Partin 4222 Asheland Overlook Young Harris, GA 30582 MNov23,30,Dec7,14)8

NOTICE OF PETITION TO CHANGE NAME

GEORGIA, UNION COUNTY

GEORGIA, UNION COUNTY
16-CV-372-RG
Notice is hereby given that Patricia Schaeflern Barnes, AKA Patricia Madeleine Pierette
Schaeflern, the undersigned filed her petition
to the Superior Court of Union County, Georgia,
on the 14th day of November, 2016, praying
for a change in the name of petitioner from
Patricia Schaeflern Barnes to Patricia Schaeflern Kenney. Notice is hereby given pursuant
to law to any interested or affected party to
appear in said Court and to file objections to
succh name change. Objections must be filed
with said Court within 30 days of the filling of
said petition.
This 14th day of November, 2016
Patricia Schaeflern Barnes Patricia Schaeflern Barnes Petitioner N(Nov23,30,Dec7,14)P

NOTICE OF SALE UNDER POWER NOTICE OF SALE UNDER FUWER GEORGIA, UNION COUNTY 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 Lynn Kamber Riggin to Mortgage Electronic Registration Systems, Inc., as nominee for First Horizon Home Loan Corporation, its successors and assigns, dated March 13, 2006, recorded in Pact Rept 628 Pages 2001 Union Control Control Control assigns, dated March 13, 2006, recorded in Deed Book 636, Page 89, Union County, Georgia Records and as re-recorded in Deed Book 711, Page 427, Union County, Georgia Records, as last transferred to THE BANK OF NEW YORK MELLON f/k/a THE BANK OF NEW YORK AS Trustee for FIRST HORIZON ALTERNATIVE MORTGAGE SECURITIES TRUST 2006-AA3 by assignment recorded in Deed Book 1053, Page 44, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THOUSAND AND 0/100 DOLLARS HUNDRED THOUSAND AND 0/100 DOLLARS (\$200,000.00), 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, 2016, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has 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 to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. THE BANK OF NEW YORK MELLON f/k/a THE BANK OF NEW YORK AS TRUSTEE FOR ITIEST HORIZONA LITERNATURE MORTGAGE SCRIBITIES SCRIBITIES SCRIBITIES SCRIBITIES SCRIBITIES THE BANK OF NEW YORK AS INSIGE OF INSIGERAL THAT HORIZON ALTERNATIVE MORTGAGE SECURITIES TRUST 2006-AA3 is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full author-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: Nationstar Mortgage, LLC, 8950 Cypress Waters Blvd, Coppell, TX 75019 888-850-9398x3705. To the best knowledge and belief of the undersigned, the party in possession of the property is Lynn Kamber Riggin or a tenant or tenants and said property is more commonly known as 1765 Doc Thomas Ridge Rd., Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. THE BANK OF NEW YORK MELLON f/k/a THE BANK OF NEW YORK MELLON f/k/a THE BANK OF NEW YORK MELLON f/k/a THE BANK OF NEW YORK AS Trustee for FIRST HORIZON ALTERNATIVE MORTGAGE SECURITIES TRUST 2006-AA3 as Attorney in Fact for Lynn Kamber Riggin Mocalla Raymer Pierce, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 217 of Union County, Georgia and being Lot 11A containing 0.800 acres, more or less, of Doc Thomas Ridge Subdivision, as shown on a plat of survey by Rochester & Associates Inc. dated April 17

0.800 acres, more or less, of Doc Thomas Ridge Subdivision, as shown on a plat of survey by Rochester & Associates, Inc. dated April 17, 1992 and recorded in Union County Records in Plat Book 44, Page 236. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Grantor also grants to grantee a non-exclusive perpetual; easement for the use of the subdivision roads for ingress and egress to the above described property. Subject to restrictions as recorded in Deed Book 127, Page 231, Union County Records. Subject to a road

231, Union County Records, Subject to a road

way easement as shown on plat. Subject to a

way easement as snown on plat. Subject to an easement with Blue Ridge Mountain EMC as recorded in Deed Book 193, Page 823. Seller reserves road right of way and utility right of way across bottom of Lot 11B for continued use of April Lane. MR/mtj 12/6/16 Our file no. 5363516 - FT2

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 Edward J Seneski and Florence L Seneski to Mortgage Electronic Registration Systems, Inc., as nominee for Generation Mortgage Company, its successors and assigns, dated July 24, 2013, recorded in Deed Book 950, Page 374, Union County, Georgia Records, as last transferred to Nationstar Mortgage LLC d/b/a Champion Mortgage Company by assignment recorded in Deed Book 1030, Page 284, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$247,500.00), with interest thereon DOLLARS (\$247,500.00), with interest thereon as set forth therein, there will be sold at public as set form therein, there will be soid 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, 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 to collect attorney's fees having been given). Said property will be soid subject to any outstanding ad valorem takes (including taxes which are a lien, but not yet dead. Subject to any outstanding and valorem takes (including taxes which are a lien, but not yet dead. Subject on the security Deed first set out above. Nationstanding takes (

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.

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 Nationstar HECM Acquisition Trust 2016-2, Wilmington Savings Fund Society, FSB, not individually, but solely as trustee by assignment recorded in Deed Book 1053, Page 304, 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 (S162,300.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash at public outcry to the highest bidder for cash 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, 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 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 Secubefore the courthouse door of Union County. 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 HECM Acquisition Trust 2016-2, Wilmington Savings Fund Society, FSB, not individually, but solely as trustee 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 and Estate of Otis 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 HECM Acquisition Trust 2016-2, Wilmington Savings Fund Society, FSB, not individually, but solely as trustee as Attorney in Fact for Oris F Smith McCalla Raymer Pierce, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. Oreclosurehotline.net EXHIBIT "A" SITUATE IN THE COUNTY OF UNION, STATE OF GEORGIA, ASHOWN ON A PLAT OF SURVEY PREPARED BY JACK STANLEY, COUNTY SURVEYOR, DATED 5-10-77, AND RECORDED IN PLAT BOOK H, PAGE SHOWN ON A PLAT OF SURVEY PREPARED BY JACK STANLEY, COUNTY SURVEYOR, DATED 5-10-77, AND RECORDED IN PLAT BOOK H, PAGE 45, UNION COUNTY RECORDS, AND REFERENCE IS HEREMADE TO SAID PLAT OF SURVEY FOR A FULL AND COMPLETE DES CUNVEYED, SAID PLAT READING AS PULLOWS:
BEGINNING AT AN IRON PIN WHICH IS LOCATED
NORTH 0§ 14' EAST 640 FEET FROM A CLASS
"A" GOVERNMENT CORNER MARKED WITH A
CONCRETE MONUMENT NUMBERED CA-583;
THENCE NORTH 0 DEG. 14' EAST 304.6 FEET
TO AN IRON PIN FOUND; THENCE NORTH 80\$ 10 AN IRON PIN FOUND; THENCE NORTH 80S 24' WEST 135.3 FEET TO AN IRON PIN FOUND; THENCE SOUTH 16 DEG 58' WEST 309.1 FEET TO AN IRON PIN FOUND AT TWIN SPANISH OAK TREE; THENCE SOUTH 81 DEG. 56' EAST 224.6 FEET TO THE PLACE OF THE BEGINNING MR/mtj 12/6/16 Our file no. 5391215 - FT2

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from BRANDON E.
RICH to UNITED COMMUNITY BANK, dated December 6, 2006, recorded December 12, 2006, in Deed Book 681, Page 409, Union County, Georgia records, as modified by Modification of Security Deed dated August 20, 2007, recorded in Deed Book 724, Page 252, Union County, Georgia records, said Security Deed being given to secure a Note from BRANDON E. RICH dated August 20, 2007, in the original principal amount of Seventy Two Thousand Twenty Three and 10/100 (\$72,023.10) Dollars, with interest due thereon on the unpaid balwith interest due thereon on the unpaid bal-ance until paid; there will be sold by the under-signed at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in December, 2016, the fol-

on the first Tuesday in December, 2016, the fol-lowing described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 172, of Union County, Georgia, containing 1.65 acre, more or less, as shown on a plat of survey by Lane S. Bishop and Associates, dated April 13, 1998, and recorded in Union County, Georgia records in Plat Book 40, Page 193. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveved property.

Incorporated into this instrument by reterence hereto for a complete and accurate description of the above conveyed property.

Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property.

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

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

To the best knowledge and belief of the under-

covenants, and matters or 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 BRANDON E. RICH or a tenant or tenants.

UNITED COMMUNITY BANK,
as attorney in Fact for BRANDON E. RICH

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

520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03807 This Law Firm is attempting to collect a Debt. Any information obtained will be used for that purpose.

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 DARIUS P. WALKER and PARTHENIA WALKER to UNITED COMMUNITY BANK, dated June 17, 2014, recorded June 25, 2014, in Deed Book 978, Page 279, Union County, Georgia records, said Security Deed being given to secure a Note from curity Deed being given to secure a Note from DARIUS P. WALKER and PARTHENIA WALKER and PARTHENIA WALKER dated June 17, 2014, in the original principal amount of Eighteen Thousand Six Hundred Seventy Five and 00/100 (\$18,675.00) Dollars, with interest due thereon 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, 2016, the following described property:

All that tract or parcel of land lying and being in Land Lots 116, 136 & 137, 9th District, 1st Section, Union County, Georgia, and being Lot One Hundred Fifteen (115) of Owen Glen Subdivision, Phase III containing 1.297 acres, more or less, as shown on a plat of survey by Cleveland & Cox Land Surveying, LLC, dated 06/13/13, as recorded in Plat Book 66, Pages 63-67, ("Plat") Union County records, which description is incorporated herein by reference and made a part hereof.

The property is conveyed subject to the reservation of flowage rights, if any, contained in that certain Warranty Deed from Mollie Stephens, Edward Stephens, June Stephens and Oliver Stephens, all heirs at Law of Samuel J. Stephens, deceased to E.S. Dockery, dated April 15, 1950, recorded May 19, 1950, recorded in Deed Book JJ, Page 34 (bottom), Records of Union County, Georgia. curity Deed being given to secure a Note from DARIUS P. WALKER and PARTHENIA WALKER

of Union County, Georgia

The property is conveyed subject to the reservation of flowage rights, if any, contained in that certain Warranty Deed from Edward Stephens to E.S. Dockery, dated April 29, 1950, recorded May 19, 1950, recorded in Deed Book JJ, Page 36 (top), aforesaid Records. JJ, Page 36 (top), aforesaid Records.
The property is conveyed subject to the reservation of flowage rights, if any, contained in that certain Warranty Deed from Robert J. Butt to E.S. Dockery, Sr., dated November 19, 1956, filed for record November 26, 1956 at 11:00 a.m., recorded in Deed Book NN, Page 418 (top), aforesaid Records.
The property is conveyed subject to the reservation of flowage rights, if any, contained in that certain Warranty Deed from Edward Stephens to E.S. Dockery, dated March 21, 1951, filed for record January 1, 1957 at 10:00 a.m., recorded in Deed Book NN, Page 457 (bottom).

filed for record January 1, 1957 at 10:00 a.m., recorded in Deed Book NN, Page 457 (bottom), aforesaid Records.

The property is conveyed subject to the Blanket Easement from Ivy Log Development, LLC to Blue Ridge Mountain Electric Membership Corporation, a cooperative corporation, undated, filed for record October 4, 2006 at 11:45 a.m., recorded in Deed Book 671, Page 111, aforesaid Records.

The property is conveved subject to the Ease-

anni, recorded in beed book of it, rage Tri, aforesaid Records.

The property is conveyed subject to the Easement as contained in that certain Joint Tenancy with Survivorship Warranty Deed from Ivy Log Development, LLC to Theodore B. Adams and Brandy C. Adams, as joint tenants with rights of survivorship and not as tenants In common, dated January 18, 2008, filed for record January 29, 2008 at 2:30 p.m., recorded in Deed Book 745, Page 120, aforesaid Records.

The property is conveyed subject to the Easements as conveyed in that certain Joint Tenancy with Survivorship Warranty Deed from Ivy Log Development, LLC to Tim Hanson and Linda Hanson, as joint tenants with rights of lvy Log Development, LLC to Tim Hanson and Linda Hanson, as joint tenants with rights of survivorship and not as tenants in common, dated November 5, 2008, filed for record November 6, 2008 at 11:30 a.m., recorded in Deed Book 779, Page 441, aforesaid Records. The property is conveyed subject to the Grant of Flowage Easement from Charles S. Mauney to Unites States of America, dated December 30, 1941, filed for record December 30, 1941, recorded in Deed Book EE, Page 427, aforesaid Records.

The property is conveyed subject to the Covenants and Restrictions recorded in Deed Book 657, Pages 152-164; Deed Book 744, Pages 85to7, Pages 152-164; Deed Book 744, Pages 85-94; Deed Book 769, Pages 649-716 as amend-ed in Deed Book 774, Pages 499-510; and Deed Book 821, Pages 276-335, as amended in Deed Book 932, Pages 726-731, as amended in Deed Book 976, Page 492-496, Union County Georgia records.

records.
The property is conveyed subject to the reciprocal easement and operating agreement recorded in Deed Book 769, Pages 717-743 and
Deed Book 821, Pages 248-275, Union County,
Georgia Records Georgia Records.

Georgia Records.

The property is conveyed subject to the right of way to Union County, Georgia as recorded in Deed Book 192, Page 162, Union County, Georgia records.

Grantor grants to Grantee, their successors, heirs and assigns a non-exclusive, perpetual, ingress/egress, utilities and access easement along and through the subdivision roads as depicted on the above-referenced survey. Said property is conveyed subject to the designated 50 foot buffer from the centerline of the branch as referenced on the aforesaid Plat.

property is conveyed subject to the designated 50 foot buffer from the centerline of the branch as referenced on the aforesaid Plat. 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 (notice of intent to collect attorney's fees having been given).

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

To the best knowledge and belief of the undersigned, the party in possession of the property is DARIUS P. WALKER and PARTHENIA WALKER or a tenant or tenants.

or a tenant or tenants.
UNITED COMMUNITY BANK,

UNITED COMMUNITY BANK, as attorney in Fact for DARIUS P. WALKER and PARTHENIA WALKER
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03806
THIS LAW FIRM IS ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PUPPOSE.
NNov9.1623.308

COUNTY OF UNION NOTICE OF SALE UNDER POWER IN SECURITY DEED

SECURITY DEED
By virtue of a Power of Sale contained in that certain Security Deed from Timothy Rich, Rebecca Rich and Brandon Anderson to Gregory Allen Stephens dated 11th Day of May, 2007, recorded in Deed Book 708, Page 106, Union County, Georgia records, said Security Deed having been given to secure a Note of even date in the original principal amount of Fifty Five Thousand and 00/100 (\$55,000.00) Dollars with interest thereon as provided for therein, there will be sold at public outcry to the highest bidder for cash before the courthouse est bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in December 2016, the following described property:
All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lots 56

and 57 of Union County, Georgia, and being Lot 2, containing 0.5725 acres, more or less, and Lot 3, containing 0.5725 acres, more or less, as shown on a plat of survey by R. Keith Rochester & Associates, Inc., dated March 18, 1988, and recorded in Union County records in Plat Book W, Page 39. Said plat is incorporated herein, by reference hereto, for a full and complete de-scription of the above described property. Said property is commonly known as: Lot 2, 44 Raspberry Trail, Blairsville, GA 30512 and Lot 3, 47 Sky Hawk Ridge, Blairsville, GA 20512

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 default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorney=s fees and all other payments provided for under the terms of the Security Deed and Note. Security Deed and Note.

Security Deed and Note.

Said property will be sold subject to the following items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or by an inspection of the property; any outstanding taxes, including but not limited to ad valorem taxes, which constitute lines unon eaid. ing 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 Timothy Rich, Rebecca Rich and Brandon Anderson or tenant(s). GREGORY ALLEN STEPHENS as Attorney in Fact for

as Attorney in Fact for TIMOTHY RICH, REBECCA RICH AND BRANDON ANDERSON Contact: Cary D. Cox CARY D. COX, P.C. P.O. Box 748

RIO: DUA 746 Blairsville, GA 30514 (706) 745-7420 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 11/08/2016, 11/15/2016, 11/20/2016,

NOTICE OF SALE UNDER POWER STATE OF GEORGIA County of Union

STATE OF GEORGIA
COUNTY OF UNION
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 those certain Modification of Mortgage recorded April 16, 2004 in Deed Book 520, Page 607; April 19, 2005 at Deed Book 576, Page 374; April 13, 2006 at Deed Book 576, Page 374; April 13, 2006 at Deed Book 730, Page 478; January 14, 2008 at Deed Book 730, Page 478; January 14, 2008 at Deed Book 730, Page 478; January 14, 2008 at Deed Book 761, Page 76; February 25, 2009 at Deed Book 789, Page 34; March 11, 2013 at Deed Book 826, Page 617; June 3, 2011 at Deed Book 839, Page 464; March 11, 2013 at Deed Book 933, Page 94 as assigned to Great Oak Rook, LLC from Original Lender by Assignment of Security Instruments recorded July 9, 2013 at Deed Book 946, Page 562, as assigned to Great Oak Roo A Owner, LLC ("Lender") by Assignment of Security Deed recorded November 24, 2014 at Deed Book 991, Page 351, aforesaid Georgia records (the "Security Deed"), 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, der for cash between the legal hours for sale before the Courthouse door in Union County,

Get for cash detween the legal nours for sale before the Courthouse door in Union County, Georgia, on the first Tuesday in December, 2016, the following described property (the "Premises") to wit:

LEGAL DESCRIPTION:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 80, 16TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA CONTAINING 1.000 ACRE AND BEING SHOWN AS LOT IAND 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 HEREOF.

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 DECLARA-

THE PROPERTY IS SUBJECT TO THE DECLARA-TION OF PUBLIC USE AS RECORDED IN DEED BOOK 149, PAGE 141, UNION COUNTY RE-CORDS.
THE PROPERTY IS SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN, EMC AS RECORDED IN DEED BOOK 173, PAGE 561, UNION COUNTY IN DEED BOOK 173, PAGE 361, UNION COUNTY RECORDS. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR WELL AND WATER LINES, AND A SIGN EASEMENT RECORDED IN DEED BOOK 206, PAGE 582, UNION COUNTY RECORDS.

PAGE 582, UNION COUNTY RECORDS.

A PORTION OF THE PROPERTY IS LOCATED IN THE FLOOD PLAIN AS SHOWN ON THE AFORE-MENTIONED SURVEY.

If and as modified and released as shown in the first paragraph above;
FURTHER LESS AND EXCEPT that property, if

TORTHER LESS AND EXCEPT that property, if any, released of record;
TOGETHER WITH all buildings, structures, and other improvements now or hereafter located on said property, or any part and parcel therefit and

TOGETHER WITH all rights, title, and interest of

of; 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 TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the reversion 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 part and parcel thereof; and TOGETHER WITH all fittings and fixtures, whether actually or constructively attached to said property and including all attached machinery, equipment, apparatus, and all trade, domestic, and ornamental fixtures, 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 acouried. 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 collectively called "equipment") including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, cooking, incinerating, and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire 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; dishwashers; attached cabinets; partitions; ducts and compressors; rugs and carpets; mirrors; mantles; draperies; 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 of the foregoing, and all proceeds and profits of all the foregoing; and

roregoing, 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 rea-son of the renting or leasing of the property, the improvements thereon, and equipment;

the improvements thereon, and equipment, and 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 payable and remains unpaid. The Security Deed therefore has become and is now foreclosable according to its terms. Accordingly, the Premises will be sold at public outcry 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.

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 connection therewith, including attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor, subject to all restrictions, easements and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Premises.

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 Pierce, LLC 1544 Old Alabama Road, 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 montgage instrument.

To the best knowledge and belief of the undersigned, 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, Blairsville, Georgia 30512.

GREAT OAK GA OWNER, LLC

GREAT DAK GA OWNER, LLC
as Attorney-in-Fact for
E Swain Stewart and Wanda E. Stewart
Lisa A. Frank, Esq.
McCalla Raymer Pierce, LLC
1544 Holcomb Woods Parkway Roswell, Georgia 30076

GREAT OAK GA OWNER, LLC