North Georgia News

Legal Notices for March 8, 2017

STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of George David Gowder Jr.,
All debtors and creditors of the estate of
George David Gowder 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 estate are required to make immediate
payment to the Personal Representative(s).
This 7th day of February, 2017.
By: George David Gowder, III

By: George David Gowder, III 1029 Meeks Rd. sville, GA 30512 Lou Harkins PO Box 2042 Blairsville, GA 30514

IN THE SUPERIOR COURT OF UNION COUNTY State of Georgia In Re: Name Change of

In Re: Name Change of Jesse Aldrich-Ames, Petitioner Givil Action Case Number: 17-CV-56-SG Notice of Petition To Change Name of Adult Jesse Aldrich-Ames filed a petition in the Union County Superior Court on January, 2017, to change the name from: Jesse Aldrich-Ames to Jesse Josiah Smith. Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed. Dated: 2/13/17 Jesse Aldrich-Ames Jesse Aldrich-Ames 33 Autumn View

Blairsville, GA 30512 N(Feb22,Mar1,8,15)P IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA

STATE OF GEORGIA
In Re: Name Change of
Celestial Joy Glass, Petitioner
Civil Action Case Number: 17-CV-57-SG
Notice of Petition To Change Name of Adult
Celestial Joy Glass filed a petition in the Union
County Superior Court on January, 2017, to
change the name from: Celestial Joy Glass to
Calestial Loy Smith Any intersected party base change the name from: Celestial Joy Glass to Celestial Joy Smith. Any interested party has the right to appear in this case and file objec-tions within 30 days after the petition was filed. Dated: 2/13/17 Celestial Joy Glass 33 Autumn View Blairsville, GA 30512 N(Feb22,Mar1,8,15)P

NOTICE OF INCORPORATION

NOTICE OF INCORPORATION
Notice is given that Articles of Incorporation
that will incorporate Appalachian Saint Andrew's Pipes and Drums have been delivered to
the Secretary of State for filing in accordance
with the Georgia Nonprofit Corporation Code.
The initial registered office of the corporation
is located at 160 Taylors Court, Blairsville, GA
30512 and its initial registered agent at such
address is William K. Sampson.

STATE OF GEORGIA UNION COUNTY

UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Elmer Lee Dotson,
All debtors and creditors of the estate of
Elmer Lee Dotson, 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 February, 2017.
By: Charles Daniel Dotson

By: Charles Daniel Dotson 1050 Mount McKinley Dr. Grayson, GA 30017 STATE OF GEORGIA

UNION COUNTY

UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Frances Leavitt Beagle,
All debtors and creditors of the estate of Frances Leavitt Beagle, 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 23rd day of February, 2017.
By: Barbara Beagle Zubriski

By: Barbara Beagle Zubriski 758 Dockery Creek Rd. Young Harris, GA 30582 STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Charles Edward Heery, Sr.,
All debtors and creditors of the estate of
Charles Edward Heery, Sr., 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 20th day of February, 2017.
By: Charles Edward Heery, Jr.

By: Charles Edward Heery, Jr. 561 Rocky Top Mtn Rd. Suches, GA 30572 STATE OF GEORGIA

IINION COUNTY

UNION COUNTY
MOTICE TO DEBTORS AND CREDITORS
RE: Estate of Mary Kuntzler,
All debtors and creditors of the estate of
Mary Kuntzler, deceased, late of Union County,
County, Co

Georgia, are hereby notified to render their deemands 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 23rd day of February, 2017. By: Susan Burns 60 Caledonia Rd., Apt 314

Asheville, NC 28803

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Linda Diane Stewart,
All debtors and creditors of the estate of
Linda Diane Stewart, deceased, late of Union Linda Diane Stewart, deceased, rate 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 24th day of February, 2017. By: Paymela Kondoll Flow

By: Pamela Kendall Floyd PO Box 1114 Hiawassee, GA 30546 N(Mar1,8,15,22)B

STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Pat Lee,
All debtors and creditors of the estate of Pat
Lee, 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 23rd day of February, 2017.

By: Willie L. Argroves 496 Jarrard Gap Rd. Blairsville, GA 30512 N(Mar1,8,15,22)B

STORAGE UNIT AUCTION

STURAGE UNIT JOCTION
Saturday, March 11, 2017, 10:00 A.M. 62 Kiutuestia Creek Road, Blairsville, Ga 30512. The Following Units Will Be Auctioned To The Highest Bidder at the Above Listed Time If Full Payment Is Not Received Prior To This Day, Unit C8 Donna Fortenberry, Unit C13 Keisha Roberson, Unit Political Paylaback Cell (200, 781 105; 781 105; 781 105; 781 105; 781 105; 781 105; 781 105; Unit D5 William Burkhardt. Call (706) 781-1057 With Any Questions. N(Mar1,8)B

IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA YNINGSTOWN GROUP, LLC. Georgia Limited Liability Company,

v. A Tract of Land in Land Lots 304 and 305, AT TACT OF LAND IN LAND LOTS 304 AND 305, 9th DISTRICT, 1st SECTION OF UNION COUNTY, GEORGIA, BEING A TRACT OF 2.589 ACRES AND A TRACT OF 0.033 ACRE; AND AS THEIR RESPECTIVE INTERESTS MAY APPEAR HERBERT E. ARROWOOD AND THERESA CROP n/k/a THERESA ANN ARROWOOD, AND OTHER PARTIES, KNOWN OB.

UNKNOWN OH HAVE OR CLAIM ANY ADVERSE OR POSSESSORY RIGHT, TITLE OR INTEREST IN THE RESPONDENT PROPERTY,

THE RESPONDENT PROPERTY,
Respondents.
Civil Action No. 16-CV-265-SG
NOTICE OF SUMMONS
TO:All persons or parties, known or unknown,
who may claim adversely to Petitioner's title to
all that tract or parcel of land lying and being
in Land Lots 304 and 305 of the 9th District,
1st Section, Union County, Georgia, being more
particularly described as follows:
All that tract or parcel and land lying and be-

Ist Section, Union County, Georgia, being more particularly described as follows:

All that tract or parcel and land lying and being in the 9th District, 1st Section, Land Lots 304 and 305, Union County, Georgia, consisting of Tract 1, containing 2.589 acres, and Tract 2, containing 0.033 acres, as shown on a plat of survey by Cleveland & Cox Land Surveying, LLC., Roger L. Owenby, G.R.L.S. No. 2763, filed of record in Plat Book 68, Page 275 in the Office of the Clerk of Superior Court, Union County, Georgia. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Being the same property described in Deed Book 882, Pages 224-225 and Deed Book 225, Page 86, Union County, Georgia records. Said property being further described as Union County Tax Map and Parcel B02210.

You are hereby notified that the above-styled action seeking a Petition to Establish Quiet Title was filed on August 9, 2016, and that by reason of an Order for Service by Publication entered by the Court on February 13, 2017, you are hereby commanded and required to file with the clerk of said Court and serve upon Daniel J. Davenport, Petitioner's attorney, whose address is 80 Town Souare. P.O. Box

to file with the clerk of said court and serve upon Daniel J. Davenport, Petitioner's attorney, whose address is 80 Town Square, P.O. Box 923, Blairsville, Georgia, an answer to the Petition within sixty (60) days of the date of the Order for Service by Publication pursuant to O.C.G.A. 23-3-65(b).
Witness the Honorable N. Stanley Gunter,
Judge of said Court.
This 21st day of February, 2017.

Judy L. Odom Clerk of Superior Court, Union County

IN THE PROBATE COURT OF UNION COUNTY STATE OF GEORGIA

IN RE: ERROL GENE KNIGHTON, DECEASED

ERROL GENE KNIGHTON, DECEASED
ESTATE NO. 17-1
The petition of Sherrill Ann Frith Knighton for a year's support from the estate of Errol Gene Knighton, deceased, for decedent's surviving spouse and/or minor children, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before March 27, 2017 why said petition should not be granted.
All objections to the petition must be in writing, and must be filed on or before the time stated in the preceding sentence. 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 **Dwain Brackett**

PROBATE JUDGE 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 THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Linda Blanchard and Charles P Blanchard to Transland Financial Services, Inc., dated May 7, 2001, recorded in Deed Book 403, Page 348, Union County, Georgia Records and as modified by that certain Loan Modification Agreement recorded in Deed Book 427, Page 798, Union County, Georgia Records, as last transferred to U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSMPS Mortgage Loan Trust 2004-4 by assignment recorded in Deed Book 885, Page 590, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SIXTY-TWO THOUSAND SIX HUNDRED FORTY-ONE AND 0/100 DOLLARS (\$62,641.00), 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 April, 2017, 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 houting the same of the security decomes as and when due and in the manner provided in the collect attorney's fees houting the same of the security of the page of the same of the security of the page of the same of the security of the page of the same of the security of the page of the same of the security of the same of the security of the same o 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, encumbrances, rostrictions, covenants, and matters of record superior to the Security Deed first set out above. U.S. Bank National Associations of Security Deed first set out above. U.S. Bank National Associations of Security Secu tion, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee cnovia Bank, National Association, as Irustee for GSMPS Mortgage Loan Trust 2004-4 is the holder of the Security Deed to the property in accordance with OGSA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306 1-800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Linda Blanchard and Charles P Blanchard or a tenant Blanchard and Charles P Blanchard or a tenant or tenants and sail property is more commonly known as 432 Fern Valley Lane, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSMPS Mortgage Loan Trust 2004-4 as Attorney in Fact for Linda Blanchard and Charles P Blanchard McCalla Baymer Leibert Pierce. P Blanchard McCalla Raymer Leibert Pierce, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" All that tract or parcel of land lying and be-ing in Land Lot 244 in the 9th District, 1st Section of Union County, Georgia, being Lot # 14 in Fernbrook Subdivision and having the same metes, bounds and dimensions as shown for metes, bounds and dimensions as shown for said lot in that certain plat of survey by Rochester & Associates, Registered Land Surveyor #1534, dated July 30, 1997 which is recorded in Plat Book 40, page 184 in the Office of the Clerk of Superior Court of Union County, Georgia and which said plat and its record thereof, are by reference, incorporated herein for descriptive and all other legal purposes. Less and except any portion of the lot conveyed to Union County by ROW Deed at Deed Book 658, page 211, Union County Records. MR/pxl 4/4/17 Our file no. 562416 - FT5

NOTICE OF SALE UNDER POWER,
UNION COUNTY
Pursuant to the Power of Sale contained in a
Security Deed given by Syliva Blocker to Mortgage Electronic Registration Systems, Inc., as
nominee for COUNTRYWIDE HOME LOANS, INC.
dated 7(3) 2006 and recorded in Deed Royk gage Electronic Registration Systems, Inc., as nominee for COUNTRYWIDE HOME LOANS, INC. dated 7/31/2006 and recorded in Deed Book 659 Page 739 Union County, Georgia records; as last transferred to or acquired by THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2006-32CB), conveying the after-described property to secure a Note in the original principal amount of \$100,000.00, 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 County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on April 04, 2017 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:
All that tract or parcel of land lying and being in Land Lots 177 & 190, 16th District, 1st Section, Union County, Georgia, containing 2.04 acres and being shown as a portion of Lot Twenty-Six (26) of the Hoyt Alexander Subdivision, on a plat of survey by Griffin Land Surveying, Inc. RS #2503, dated 10/27/04 and recorded in Plat Book 52, page 134, Union County records, which description on said plat is hereby incorporated by reference and made a part hereof.

a part hereof.
Also conveyed herewith is the right to use water from the well located on Lot 25, as previ-

Also conveyed herewith is the right to use water from the well located on Lot 25, as previously conveyed on the warranty deed recorded in Deed Book 89, page 185, Union County records. By acceptance of this right to use water, grantees agree to pay one-third of the expense of maintenance of water pump located on said Lot 25. Also conveyed herewith is the road right of way and easement across Lot 25 as shown on the warranty deed recorded in Deed Book 107, page 283, Union County records. 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 is commonly known as 6694 GA 180, , 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): Syliva Blocker or tenant or tenants.

Bayview Loan Servicing, LLC is the entity

the subject property is (are): Syliva Blocker or tenant or tenants.

Bayview Loan Servicing, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

Bayview Loan Servicing, LLC Bayview Loan Counselor 4425 Ponce De Leon Blvd 5th Floor

5th Floor

Coral Gables, FL 33146

Coral Gables, FL 33146
1.800,771.0299
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 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 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.

matters of record superior to the security beed first set 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 U.S. Bankruptcy Code; and (2) Intal 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 fore-closure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2006-322B) as agent and Attorney in Fact for Syliva Blocker
Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7637.
1098-288A
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1098-288A

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 DAVID E. NYLEN
and GLINDA NYLEN to UNITED COMMUNITY
BANK, dated December 11, 2012, recorded December 19, 2012, in Deed Book 924, Page 627,
Union County, Georgia records, said Security
Deed being given to secure a Note from DAVID
E. NYLEN dated December 11, 2012, in the original principal amount of Seventeen Thousand inal principal amount of Seventeen Thousand and 00/100 (\$17,000.00) 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, Geor-gia, within the legal hours of sale on the first Tuesday in April, 2017, the following described

property:
All that tract or parcel of land lying and being
in the 10th District, 1st Section, Land Lot 26
of Union County, Georgia and more particularly
described as follows:
Beginning at the north right of way of U.S.
Highway 76 and a culvert at the intersection

of this property and property formerly owned by Charlie Kelly; thence North 70 degrees 30 ny charle Kelly, thence North 70 degrees 30 minutes West 161 feet to a 14 in oak; thence North 13 degrees 30 minutes East 114 feet to an iron pin and fence line; thence South 70 degrees 30 minutes East 204 feet to an iron uegrees 30 minutes East 204 feet to an Iron pin and the west right of way of a road; thence South 33 degrees 00 minutes 30 feet to an Iron pin on the right of way of U.S. Highway 76; thence following U.S. Highway 76, South 53 degrees 00 minutes West 104 feet to the Point of Bacinping

Said property being shown on that certain boundary survey dated December 7, 2012, re-corded in Plat Book 66, Page 13, Union County,

Georgia records.

Also conveyed is a non-exclusive perpetual easement for the use of Drake Drive, for ingress and egress to the above described

property.
Included herewith is a 1982 Hamilton Mobile Home, VIN #5825A & 5825B.
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 at-

in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given).

Said property will be sold subject to any out-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, 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 DAVID E. NYLEN and GLINDA NYLEN or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for DAVID E. NYLEN and GLINDA NYLEN

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03817

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 RODNEY MOOSE
to UNITED COMMUNITY BANK, dated September 26, 2016, recorded October 17, 2016, in Deed Book 1052, Page 732, Union County, Georgia records, said Security Deed being given to secure a Note from RODNEY MOOSE dated September 26, 2016, in the original principal amount of Sixteen Thousand Nine Hundred Eighty One and 11/100 (\$16,981.11)
Dollars, with interest due thereon on the un-Hundred Eighty One and 11/100 (\$16,981.11)
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 April, 2017, the following described property:
All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 83 of Union County, Georgia, containing 1.00 acre, more or less, and being further identified as Lot 36A of Coosa Run Subdivision, Phase II, as shown on a plat of survey by Rochester & Ashown on a plat of survey by

shown on a plat of survey by Rochester & As-sociates, Inc., dated October 19, 1993 and re-corded in Union County, Georgia records in Plat Book 45, Page 243. Said plat is incorporated into this instrument by reference hereto for a more complete and accurate description of the

more complete and accurate description of the above conveyed property. Subject to Restrictions as recorded in Union County, Georgia records in Deed Book 166, Pages 270-271. Subject to an easement to Blue Ridge Mountain EMC as recorded in Union County, Georgia records in Deed Book 152, Page 748 and Deed Book 151, Pages 372-374. Subject to matters appearing on plat as recorded in Union County, Georgia records in Plat Book 45, Page 243. Grantors also grants to Grantee a non-exclusive perpetual easement for the use of a 15 foot wide easement running from the subdivision road, along the NW side of Lot 37A and subdivision roads to the above described property.

subdivision roads 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 understand

The Security Deed Tirst set out above.

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

UNITED COMMUNITY BANK, as attorney in Fact for RODNEY MOOSE

L. Lou Allen

Chief & Hughlage P. 1. 1.

L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03819
THIS LAW FIRM IS ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE. N(Mar8,15,22,29)B

NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF UNION
Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from
Marty R. Johnson (the "Grantor") to and in favor of Kenneth Jenkins (the "Lender") dated
October 2, 2015 filed in Union County, Georgia
records on October 7, 2015, in Deed Book 1019,
Pages 444-445, (the "Deed to Secure Debt"); in
the original principal sum of Forty-Four Thousand Five Hundred Seventy-Six and 92/100
DOLLARS (\$44,576.92) (the "Note"); there will
be sold at public outery by Lender as attorney-DULLARS (\$44,576.92) (the "Note"); there will be sold at public outery 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 April, 2017, that date being April 4, 2017, the following described land, improvements and appurtenances (hereinafter collectively referred to as the "Premises") to wit:

collectively referred to as the "Premises") to wit:
All that tract or parcel of land lying and being in Land Lots 78. 79, 98 & 99, 16th District, 1st Section, Union County, Georgia and being Lot Sixteen (16) or Rivers Edge RV Park Phase Two containing 0.157 acres, more or less, as shown on a survey for Rivers Edge RV Park Phase Two by Southern Geosystems, Ltd, dated 03/29/2010, and being more fully described as follows:

Ollows:
BEGINNING at the centerline intersection of Old Sullivan Road and Allison Loop thence N 87 4615 E 318.61 feet to a 1/2" rebar found, thence N 82 24 08 E 54.67 feet, N 82 24 08 E 5.85 reel, N 75 33 53 E 25.47 feet, N 75 33 53 E 40.76 feet, N 75 33 55 E 8.66 feet; N 74 28 12 E 31.03 feet; N 74 28 12 E 1.78 feet; N 74 28 12 E 6.49 feet to the TRUE POINT OF BEGINNING thence N 74 28 12 E 52.00 feet; N 74 28 12 E 63.58 feet; N 74 28 12 E 78.64 feet; S 19 37 45 W 39.75 feet; S 71 20 44 W 31.04 feet; S 71 20 44 W 31.04 feet; N 89 44 W 126.74 feet: N 89 44 09 F 9.89 feet: N 89 44. 09 E 12.03 feet; N 03 45 06 W 36.09 feet to the TRUE POINT OF BEGINNING.

The indebtedness evidenced by the Note is due and payable and remains unpaid. The Deed to Secure Debt, therefor has become and is now foreclosable according to its terms. Accordingly, the premises will be sold at public outingly, the premises will be sold at public out-cry pursuant to the terms of the power of sale provided in the Deed to Secure Debt. 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

The proceeds of the sale are to be applied first to the expenses of the sale and all proceedings in connection therewith, including attorney's fees (notice of intention to collect attorney's rees (notice of intention to collect attorney's fees having been given), then to the payment of all sums secured by the Deed to Secure Debt, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Deed to Secure Debt. 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 Deed to Secure Debt and to which the Deed to Secure Debt is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the

Tremises.

To the best of the undersigned's knowledge and belief, the owner of the Premises is the Grantor and the party or parties in possession of the Premises is the Grantor or tenants of the Kenneth Jenkins as Attorney-in-Fact for Marty

NOTICE OF SALE UNDER POWER 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 ("Grant-Secure Debt and Security Agreement from E. Swain Stewart and Wanda E. Stewart ("Grant-ors") 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 761, Page 122; October 9, 2007 at Deed Book 730, Page 478; January 14, 2008 at Deed Book 743, Page 344; May 16, 2008 at Deed Book 761, Page 76; February 25, 2009 at Deed Book 789, Page 778; February 22, 2010 at Deed Book 869, Page 464; March 11, 2013 at Deed Book 869, Page 464; March 11, 2013 at Deed Book 869, Page 464; March 11, 2013 at Deed Book 869, Page 562, as assigned to Great Oak 6A Owner, LLC ("Lender") by Assignment of Security Instruments recorded July 9, 2013 at Deed Book 946, Page 562, as assigned to Great Oak 6A 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, Georgia, on the first Tuesday in April, 2017, the following described property (the "Premises") to wit:

LEGAL DESCRIPTION:

TO WITE LEGAL DESCRIPTION:

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 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 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 DECLARATION OF PUBLIC USE AS RECORDED IN DEED BOOK 149, PAGE 141, UNION COUNTY RE-

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

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.
A PORTION OF THE PROPERTY IS LOCATED IN THE FLOOD PLAIN AS SHOWN ON THE AFOREMENTAGE LINEY.

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 any, released of record;
TOGETHER WITH all buildings, structures, and other improvements now or hereafter located on said property, or any part and parcel there-of; and

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

ments, 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 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 apparaswitchboards; plumbing, intring, 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; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; dishwashers; attached cabinets; partitions; ducts and com-pressors; 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 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;

TOGETHER WITH any and all awards or payrough the winn 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 received of any such award or navthe date of receipt of any such award or pay-ment by grantee and of the reasonable attor-neys' 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 selections of the power of selections. 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 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 preson or persons legally entitled thereto. 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.

relating to the Premises.
Please note that Great Oak GA Owner, LLC, whose malling 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 Leibert Pierce, LLC 1544 Old Alabama Road Roswell Geograis 30076 (678) 281-5603 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 mortgage 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 prop-erty is more commonly known as 3623 Mor-ris Ford Exchange, Blairsville, Georgia 30512 a/k/a 39 Morris Ford Ext. Blairsville, Georgia

GREAT OAK GA OWNER, LLC an Earl Oak da Owner, ELC as Attorney-in-Fact for E Swain Stewart and Wanda E. Stewart Lisa A. Frank, Esq. McCalla Raymer Leibert Pierce, LLC 1544 Old Alabama Road Roswell, Georgia 30076 (678) 281-6503