North Georgia News

Legal Notices for April 17, 2013

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION

IN RE: Estate of Karl Henry Supchak, De-

All debtors and creditors of the Estate of Karl Henry Supchak, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 11th day of April, 2013.

By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Apr17,24,May1,8)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION

IN RE: Estate of Carolyn Elizabeth Holland,

Deceased All debtors and creditors of the Estate of Carolyn Elizabeth Holland, deceased, late of Union County, Georgia, are hereby notified to Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 12th day of April, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blaireville CA 30512

Blairsville, GA 30512

N(Apr17,24,May1,8)B

ANNOUNCEMENT FOR GMRC WORKFORCE DEVELOPMENT BOARD MEETING The Georgia Mountains Regional Commis-sion, Workforce Development Board will meet on April 25, 2013 at 3:30 PM. The

meeting will be held at the Lavonia Depot located at 1269 E. Main Street, Lavonia GA 30553. N(Apr17)B

NOTICE

In Re: Estate of James C. Stephens.

Deceased Estate No: 2013-47 AN ORDER FOR SERVICE WAS GRANTED BY THIS COURT ON MARCH 27, 2013 REQUIR-ING THE FOLLOWING: TO David Javael Statebase TO: David Jewell Stephens

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before April 29, 2013 BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the

grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personal at the following 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. Dwoin Pracetett Probate Judge

Dwain Brackett, Probate Judge By: Kristin Stanley Clerk of the Probate Court 65 Courthouse Street, Box 8 Blairsville, GA 30512 706-439-6006

N(Apr3.10.17.24)B

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Monitoring Requirements Not Met for USFS-Desoto Falls Over the past year our water system failed

to conduct all required monitoring. Even though this was not an emergency, as our customers, you have a right to know what happened and what we did to correct the situation.

We are required to monitor your drinking water for specific contaminants on a regu-lar basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. During September 2012 we did not complete all required monitoring or did not test accord-ing to required methods for coliform and, therefore, cannot be sure of the quality of

We are required to monitor your drink-ing water for specific contaminants on a regular basis. Results of regular monitor-ing are an indicator of whether or not our drinking water meets health standards. During the compliance period of 9/1/2012 During the compliance period of 9/1/2012 to 9/30/2012, we did not complete all monitoring or testing for Total Coliform and therefore cannot be sure of the quality of

your drinking water during that time. What should I do? There is nothing you need to do at this

If you have specific health concerns, con-

sult your doctor. What does this mean? This is not an immediate risk. If it had been,

you would have been notified immediately. What is being done? -We took the samples required on October

4, 2012 and the results showed that we are meeting drinking water standards. -We reviewed the testing and monitoring

requirements to ensure that all necessary samples will be taken in the future. We resolved the problem on October 04, 2012. For more information, please contact Va-lencia Morris at (706) 745-6928 or 2042 Highway 515W Blairsville, GA 30512. Please share this information with all the other people who drink this water, espethis notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing cop-ies by hand or mail.

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 ASSET HOLDING COMPANY 4, LLC to UNITED COM-MUNITY BANK, dated April 30, 2010, record-ed July 29, 2010, in Deed Book 839, Page 322, Union County, Georgia records; 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 May, 2013, the following described property:

All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lot 52 of the Union County, Georgia, containing 107.86 acres, more or less as shown on a plat of survey by T. Kirby & Associates, Inc., dated 9/25/06 and recorded in Union County records in Plat Book 59, Pages 41 42. Said plat is incorporated herein for a full The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 4, LLC.

Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Security Deed and other loan documents and the failure to pay certain indebtedness when due.

By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law.

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

To the best knowledge and belief of the undersigned, the party in possession of the property is ASSET HOLDING COMPANY 4, LLC or a tenant or tenants.

UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 4, LLC

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03478

N(Apr10,17,24,May1)B

NOTICE OF SALE UNDER POWER

RUINCE OF SALE UNDER FOWER GEORGIA, UNION COUNTY By virtue of a Power of Sale contained in that certain Security Deed and Agreement from Gary Michael Vaughan and Janit Gunter Vaughan to Community & Southern Bank (by virtue of that certain Assignment of Security Instruments and Other Loan Documents, filed and recorded June 9, 2010 in Deed Book 835, Page 291, UNION COUNTY, Georgia Records, assignee of the Federal Georgia nectoria, assignee of the rederation Deposit Insurance Corporation in receiv-ership of Appalachian Community Bank) ("Community & Southern Bank"), dated December 21, 2007, filed and recorded January 11, 2008 in Deed Book 743, Page 150, Union County, Georgia Records, re-recorded March 20, 2008 in Deed Book 752, Page 727, astronged records, re-recorded March 20, 2008 in Deed Book 752, Page 727, astronged records, re-recorded March 20, 2008 in Deed Book 752, Page 727, astronged records, re-recorded March 20, 2008 in Deed Book 752, Page 727, astronged records, re-recorded March 20, 2008 in Deed Book 752, Page 727, astronged records, re-recorded March 20, 2008 in Deed Book 752, Page 727, astronged records, re-recorded March 20, 2008 in Deed Book 752, Page 727, astronged records, re-recorded March 20, 2008 in Deed Book 752, Page 727, astronged records, re-recorded March 20, 2008 in Deed Book 752, Page 727, astronged records, re-production of the standard records, re-recorded March 20, 2008 in Deed Book 752, page 727, astronged records, re-production of the standard records, re-recorded March 20, 2008 in Deed Book 752, page 727, astronged records, re-production of the standard records, re-recorded March 20, 2008 in Deed Book 752, page 727, astronged records, re-production of the standard records, re-recorded March 20, 2008 in Deed Book 752, page 727, astronged records, re-recorded March 20, 2008 in Deed Book 752, page 727, astronged records, re-records, records, recor Page 772, aforesaid records (as amended, modified, or revised from time to time, "Security Deed"), said Security Deed having been given to secure a Note in the original principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100THS DOLLARS (\$165.750.00) (as amended, modified, or revised from time to time, the "Note"), with interest thereon as provided for therein, there will be sold at public outry to the highest bidder for cash before the courthouse door of UNION cash before the courthouse door of UNION COUNTY, Georgia, within the legal hours for sale on the first Tuesday in May, 2013, all property described in said Security Deed, including, but not limited to, declarant's rights, if any, and, without limitation, the following described property (or so much thereof as has not, as of said first Tuesday, by duly executed and recorded instrument, previously been released from the lien of the Security Deed): ALL THAT TRACT OR PARCEL OF LAND LYING

AND BEING IN THE 8TH DISTRICT. 1ST SEC TION, LAND LOTS 48 & 61 OF UNION COUNTY, GEORGIA, CONTAINING 10.205 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY GARY KENDALL, AS RECORDED IN UNION COUNTY RECORDS AT PLAT BOOK 60, PAGE 273. SAID PLAT IS INCORPORATED HEREIN FOR A FULL AND COMPLETE DESCRIPTION OF THE PROPERTY. ALSO CONVEYED IS AN EASEMENT ACROSS

MULL ROAD TO THE ABOVE PROPERTY, SHOWN ON THE ABOVE REFERBED TO PLAT OF SURVEY.

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 indebted-ness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys' fees and other payments provided for under the terms of the 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 inspection of the property; any outstanding taxes, including, but not limited to, ad valorem taxes, which constitute liens upon said property; special assessments; and all outstanding bills for public utilities which constitute liens upon said property; To the best of the knowledge and belief of the undersigned, the party in possession of the property is Gary Michael Vaughan and Janit Gunter Vaughan or tenant(s) The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the United States Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Community & Southern Rank and its counsel are acting as debt collectors. Any information obtained will be used for that purpose. Community & Southern Bank as Attorney-in-Fact for Gary Michael Vaughan and Janit Gunter Vaughan Contact: Guillermo Todd, Esq. Busch, Slipakoff & Schuh, LLP 3330 Cumberland Boulevard, Suite 300 Atlanta, Georgia 30339 Telephone (770) 790-3550 N(Apr10,17,24,May1)B

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 ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-corded March 11, 2013, in Deed Book 933, Page 146, Union County, Georgia records; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union Coun-ty, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following

All that tract or parcel of land lying and be-ing in the 17th District, 1st Section, Land Lot 294 of Union County, Georgia, contain-ing 32.886 acres, more or less, as shown on a plat of survey by Owenby Land Surveying, Inc., dated July 20, 2004 and recorded in Union County Records in Plat Book 54, Page 243. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described prop-

erty. LESS AND EXCEPT QUITCLAIM DEEDS OF RECORD.

Property now known as Tract 2. Tract 5. and Tract 6 as shown on Plat Book 58, Page 51, Union County Records. The Security Deed secures the payment of

all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC.

Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Secu-rity Deed and other loan documents and the failure to pay certain indebtedness

when due. By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law. 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 ASSET HOLDING COMPANY 5,

LLC or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 5, LLC John C. Pennington P.O. Box 275 Helen, GA 30545

(706) 878-0033 File No. AHC5-4 N(Apr10,17,24,May1)B

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 ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-corded March 11, 2013, in Deed Book 933, Page 159, Union County, Georgia records; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union Coun-ty, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following

the first luesuay in may, 2013, the following described property: All that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lot 275, of Union County, Georgia, and being further identified as Parsonage Union Circuit, as shown on plat of survey by Clyde N. Mize, Reg. Surveyor #1325, dated Janu-ary 25, 1974 and recorded in Union County, Georgia records in Plat Book D, Page 7. Said plat is incorporated into this instrument by reference hereto for a complete and ac-curate description of the above conveyed property, and being further described as follows: Beginning at the intersection of U.S. Highway 19 and the dirt road leading to the United Methodist Church property, run thence along the right of way line of the dirt road S 48 12 W 303.33 feet to a point; thence S 79 40 W 35.9 feet; thence leaving the road N 10 17 E 286.0 feet to the right of way of U.S. Highway 19, thence along the right of way S 70 55 E 222.6 feet to the point of beginning.

Grantors also grant to grantee a non-exclu-sive perpetual easement for the use of the roads for ingress and egress to the above

described property. The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5, lic

fault has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Security Deed and other loan documents and the failure to pay certain indebtedness when due.

By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed

and by law.

GEORGIA, UNION COUNTY. NOTICE OF SALE UNDER POWER

Because of the default in the payment of a note executed by DONALD KEITH BAILEY, as Trustee of the Bailey Family Trust to PEACH STATE BANK & TRUST in the original principal amount of \$255, 655.16, dated March 6, 2009, se-

cured by a Deed to Secure Debt from DON-ALD KEITH BAILEY, as Trustee of the Bailey Family Trust to Peach State Bank & Trust dated January 3, 2006, recorded in Deed Book 629, page 476-483, Union County Georgia Deed Records, and the modifica-tions thereof (the "Deed"), the undersigned has declared the full unpaid amount of the indebtedness secured by said Deed due and payable, and acting under the power and payable, and acting under the power of sale contained in said Deed, for the pur-pose of paying said indebtedness, will on the first Tuesday in May, 2013, during the legal hours of sale at the courthouse in Union County, Georgia, sell at public outcry to the highest bidder for cash, the following described property: All that certain tract or parcel of land con-

sisting of 13.01 acres of land (sometimes sisting of 13.01 acres of land (sometimes described as Tract One of 12.391 acres and Tract Two of 0.729 acres) lying and being in the 16th District, 1st Section, part of Land Lot 43 Union County, Georgia, being shown as Tract Three (3) on a plat of survey dated June 19, 1974, recorded in Plat Book D, page 97, of the Union County, Georgia Plat Records, and being a portion of the property more particularly described in a deed dated October 23, 1986, recorded in Deed book 147, page 407, Union County Georgia Deed Records. Reference to said plat and the record thereof is hereby made for a more complete description of said property.

Also all that certain tract or parcel of land consisting of 10.75 acres of land lying and being in the 16th District, 1st Section, part of Lond Let 42 of Line Court of Land Lot 43 of Union County, Georgia, being the same property described in a deed dated October 23, 1986, recorded in Deed Book 147, page 410, Union County Geor-gia Deed Records. Reference to said deed and the record thereof is hereby made for a more complete description of said prop-

Less and except the property described in Less and except the property destination in the following deed books and pages, all be-ing recorded in the Clerk's Office of Union County, Georgia: Deed Book 81, page 283; Deed Book 81, page 337; Deed Book 82, page 58; Deed Book 98, page 259. Subject to all easements, covenants and restrictions of record if any

This sale will be held subject to any out-standing ad valorem taxes (including taxes which are a lien but not yet due and pay-able), any matters which might be disclosed by an accurate survey and inspection of the property any assessments lines encumproperty, any assessments, liens, encum-brances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The indebtedness remaining in default, the sale will be made for the purpose of apply-ing proceeds thereof to the payment of the indebtedness secured by the deed to se-cure debt, accrued interest and expenses of the ard oth remaining in decident. of the sale and other sums secured by the deed to secure debt, and the remainder if any shall be applied as permitted by law. The entity that has full authority to nego-tiate, amend, and modify all terms of the mortgage with the debtor is Peach State

Bank & Trust. Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument.

the mortgage instrument. To the best of the undersigned's knowledge and belief the property is in the posses-sion of Donald Keith Bailey, as Trustee of the Bailey Family Trust, and said property will be sold as the property of Donald Keith Bailey, as Trustee of the Bailey Family Trust. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the LLS. Bankruntyc Code and (2) 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.

The undersigned will execute a deed to the purchaser as authorized in the aforementioned deed to secure debt.

This law firm is acting as a debt collector attempting to collect a debt and all in-formation obtained shall be used for that purpose. PEACH STATE BANK & TRUST As attorney in fact for Donald Keith Bailey, as Trustee of the Bailey Family Trust J. Randall Frost Stewart, Melvin & Frost, LLP P. O. Box 3280 Gainesville, GA 30503

N(Apr10,17,24,May1)B

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT

contained in that certain Deed to Secure Debt from Jill C. Jurison and William J. Jurison to United Community Mortgage Services, Inc. in the original principal amount of \$291,000.00 dated 05/26/2005, and recorded in Deed Book 584, page 131, Union County records, said Security Deed being last transferred and assigned to U.S. Bank National Association in Deed Book 932, page 1, Union County records, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of May, 2013 by U.S. Bank National Association aka U.S. Bank N.A., as Attorney-in-Fact for Jill C. Jurison and William J. Jurison the following described property: All that tract or parcel of land lying and being in Land Lot 317, 17th District, 1st Section, Union County, Georgia containing 2.862 acres as shown on a plat of survey by Declarate and Acresitates last deter May Rochester and Associates. Inc. dated May 18, 1999, recorded in Plat Book 43, Page 184, Union County records, which descrip-tion on said plat incorporated herein by

NOTICE OF SALE UNDER POWER STATE OF GEORGIA **COUNTY OF UNION**

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 WIL-LIAM F. MOORE, III and LINDA S. MOORE to UNITED COMMUNITY BANK, dated Septem-ber 14.2007 recorded Sentempter 18.2007

ber 14, 2007, recorded September 18, 2007, in Deed Book 727, Page 384, Union County, Georgia records, as last modified by Modi-

fication of Security Deed dated June 15, 2011, recorded in Deed Book 870, Page 701, Union County, Georgia records, said

Security Deed being given to secure a Note from WILLIAM F. MOORE, III and LINDA S. MOORE dated June 15, 2011, in the original principal amount of Seventy Seven Thou-sand Four Hundred Fifty Seven and 00/100 (\$77,457.00) Dollars; said Security Deed also being given to secure a Note dated

also being given to secure a Note dated June 15, 2010, in the original principal amount of Seven Thousand Two Hundred

Eighty One and 00/100 (\$7,281.00) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until

paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union

County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following described property: All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lot 293 of Union County, Georgia, and be-ing Lot 203 of Union County, Georgia, and be-

ing Lot 39 and Lot 40 of Eagle's Nest Sub-division, as shown on a plat of survey by Farley-Collins & Associates, dated Febru-

ary 7, 1972, and recorded in Union County Records in Plat Book C, Page 57. Said plat is incorporated herein, by reference hereto,

for a full and complete description of the

above described property. Also conveyed is a non-exclusive perpetual

easement for the use of the subdivision road for ingress and egress to the above

The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of

default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The

debt remaining in default, this sale will be made for the 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

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due

and payable), any matters which might be disclosed by an accurate survey and in-

spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

To the best knowledge and belief of the undersigned, the party in possession of the property is WILLIAM F. MOORE, III and LINDA S. MOORE or a tenant or tenants. UNITED COMMUNITY BANK, on otherway in Each for WILLIAM F. MOORE

as attorney in Fact for WILLIAM F. MOORE, III and LINDA S. MOORE

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03469

N(Apr10,17,24,May1)B **STATE OF GEORGIA**

to-wit:

ertv.

if any.

44-14-162.2(a).

COUNTY OF UNION NOTICE OF SALE UNDER POWER

Under and by virtue of the Power of Sale contained in a Security Deed given by Lois Ann Wright toFinancial Freedom Senior Funding Corporation, a Subsidiary of Indy-Mac Bank, F.S.B., dated August 26, 2005

, recorded on September 7, 2005 in Deed Book 601, Page 570, said Security Deed having been last sold, assigned, trans-

ferred and conveyed to OneWest Bank, FSB by Assignment conveying the after-described property to secure a Note in the

original principal amount of \$201,000.00, with interest thereon as set forth therein, the holder thereof pursuant to said Deed

and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of

sale contained in said Deed, will owned of sale contained in said Deed, will on May 7, 2013 during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to with

All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lot 14 of Union County, Georgia, containing

1.095 acres, more or less, and being Lot 1 of Larry Butler Subdivision, as shown on a plat of survey by Rochester & Associates,

Inc., dated August 31, 1998 and recorded in Union County Records in Plat Book 41, Page 222, said plat is incorporated herein,

by reference hereto, for a full and complete

The improvements thereon being common-ly known as 9791 Butler Drive, Blairsville, Georgia 30512.

Being the same lot or parcel of ground which by Deed dated September 15, 1998 and recorded among the Land Records of

Union County in Book 299 Page 316, was granted and conveyed by Larry Butler, unto Larry P. Wright, who having since depart-

ed this life on or about October 16, 2002 thereby vesting absolute fee Simple Title unto Lois Ann Wright, and Lois Ann Wright,

as joint tenants with survivorship and not as tenants in common, for and during joint lives, and upon the death of either of them,

then to the survivor of them. Said property is known as 29 Butter Dr, Blairsville, Georgia., together with all fix-tures and personal property attached to and constituting a party of said property,

Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address,

and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of

the Security Deed and the note thereby se-

44-14-162.2(a). Said property will be sold as the property of Lois Ann Wright, the property, to the best information, knowledge and belief of the

undersigned, being presently in the pos-session of Lois Ann Wright or a tenant or tenants. Said property will be sold sub-

ject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemp-

tion of any taxing authority, 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 sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S.

Bankruptcy Code and (2) to final confirma-tion 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 re-garding the rescission of judicial and non-

judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final

confirmation of the audit of the status of the loan as provided immediately above. The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as

and when due and in the manner provided in the Note and Security Deed. The debt re-

in the Note and Security Deed. The debt re-maining in default, this sale will be made

for the purpose of paying the same and all expenses of this sale, as provided in Se-curity Deed and by law, including, without

limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the

terms of the Note secured by said Deed. The balance, if any, will be distributed as provided by law.

Pursuant to 0.C.G.A. 44-14-162.2. the name.

address and telephone number of the in-dividual or entity who shall have the full

authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows:Financial Freedom Senior Fund-

ing Corporation 7700 W. Parmer Lane, Bidg. D Austin, TX 78729 Phone Number: (800) 441-4428. The foregoing notwithstand-ing, nothing in 0.6.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument

www.mccurdycandler.com The North Georgia News Publication Dates: 04-09-2013, 04-16-2013,

04-23-2013, 04-30-2013 File No. 13-01153 /RMFNMA/wmorgan THIS LAW FIRM IS ACTING AS A DEBT COL-

LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COUNTY OF UNION NOTICE OF SALE UNDER POWER BY VIRTUE of the Power of Sale contained in

that certain Security Deed given by DAVID E. JOHNSON AND LAURA WARD JOHNSON to JOHN YEEND, TRUSTEE OF THE THIRD RESTATEMENT OF THE NANCY N. MATHERS

REVOCABLE TRUST, dated February 13, 2004, dated June 13, 2008, and recorded

June 17, 2008, in Deed Book 765, Page 93,

Union County, Georgia, records, convey-ing the after-described property to secure

a note in the original principal amount of \$42,000.00, with interest at the rate speci-fied therein, there will be sold by the un-

dersigned at public outcry to the highest bidder for cash before the courthouse door

of Union County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013 (May 7, 2013), the following described prometry: All that tract or parcel of land hu

property: All that tract or parcel of land ly ing and being in the 9th District, 1st Sec-tion, Land Lot 217 of Union County, Georgia, and being Lot 8 of Deer Run Subdivision,

containing 1.000 Acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated November 20, 1989,

and recorded in Union County, Georgia re-cords in Plat Book U, Page 277. Said plat is incorporated herein, by reference hereto,

for a full and complete description of the above described property. The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the wrong of moving the come and of

for the purpose of paying the safe will be induc for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attor-ney's fees (notice of intent to collect attor-ney's fees having been given.) Said prop-erty is commonly known as 7282 Deer Run Road, Blaircuille, Georgia 30512, together

instrument.

OneWest Bank, FSB

(404) 373-1612

N(Apr10,17,24,May1)B

STATE OF GEORGIA

as Attorney in Fact for Lois Ann Wright McCurdy & Candler, L.L.C.

cordance with O.C.G.A. Section

scription of the above described prop-

attorney's fees having been given).

described property.

By virtue of the Power of Sale contained in the Security Deed from CAROLE A. MORROW and LES MORROW (collectively, "Debtor") to FIRST-CITIZENS BANK & TRUST COM-PANY ("Lender"), dated February 24, 2005, recorded in Deed Book 568, Page 26, in the deed records of Union County, Georgia (the "Security Deed"), said Security Deed being aiven to secure:

(a) the obligations of Carole A. Morrow to Lender as set forth in a Promissory Note from Carole A. Morrow to Lender, dated February 24, 2005, which evidences an indebtedness in the amount of \$52,500.00 (the "Note"): and

(b) such other indebtedness of Debtor as is defined in the Security Deed;

defined in the Security Deed; There will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union Coun-ty, Georgia, within the legal hours of sale on the first Tuesday in May 2013, the following

described property: ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 293 and 320, 9th District, 1st Section, Union County, Georgia, and being Lot Thirty-One (31), containing 1.337 acres of The Summit Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated 2/8/05, recorded in Plat Book 55, Page 179, Union County records, which description is incorporated herein by reference and made a part

The property is subject to the road easement as shown on said plat.

The property is subject to the Declaration of Restrictions as recorded in Deed Book 408, Page 579. Union County records, amended

in Deed Book 492, pages 127-128, Union County records. The property is subject to the easement to Blue Ridge Mountain EMC, as recorded in Deed Book 408, Page 578, Union County records.

TOGETHER WITH a non-exclusive easement for ingress and egress along the subdivision roads.

Said property is more commonly known as Lot 31, The Summit Subdivision, Blairsville, Georgia, according to the present system of numbering addresses in Gwinnett County, Georgia. The indebtedness secured by the Note has

been and is hereby declared due because of the failure to comply with the terms and conditions contained in the Note and Security Deed. The indebtedness remain-ing in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, in-cluding attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if

any, shall be applied as provided by law. To the best of the undersigned's knowledge and belief, the current owner of the property is Debtor, and the party in possession of the property is Debtor or tenants of Debtor. Said property will be sold as the property of Debtor subject to all unpaid property taxes, assessments, restrictions, restrictive cov-enants, rights of way, and easements of

record, if any. 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.

FIRST CITIZENS-BANK & TRUST COMPANY, As Attorney-in-Fact for CAROLE A. MORROW and LES MORROW

David B. McAlister, Esq. Arnall Golden Gregory LLP 171 17th Street, N.W., Suite 2100 Atlanta, Georgia 30363 (404) 873-8718 (Apr10.17.24.Mav1)B

Weils and Francis G. Weils to Branch Bank-ing and Trust Company, dated July 2, 2007, recorded July 20, 2007, in Deed Book 718, Page 526, Union County, Georgia Records, and as modified, said Security Deed having been given to secure a Note of even date in the provided security Due date in the provided securi

the principal amount of SIXTY-NINE THOU-

SAND TWO HUNDRED DOLLARS AND NO CENTS (\$69,200.00), with interest thereon as provided for therein, there will be sold

as provided for interent, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in May 2013 by the secured creditor, Branch Banking and

Trust Company, as Attorney in Fact for Kathleen A Wells and Francis G Wells all

property described in said Security Deed

described property: ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE

10TH DISTRICT, 1ST SECTION, LAND LOT 77 OF UNION COUNTY, GEORGIA, AND BEING LOT 4 OF ENCHANTED FOREST SUBDIVI-

SION, CONTAINING 2.208 ACRES, MORE OR

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY By virtue of a Power of Sale contained in that certain Security Deed from Kathleen A. Wells and Francis G. Wells to Branch Bank-

This notice is being sent to you by USFS-Desoto Falls. State Water System ID#: GA1870023. Date distributed: 4/12/2013.

N(Apr17)B

IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA

Kathryn Mason Fox and Milo Fox, Petition-

A Parcel of Land being known As the "Fox Property", Being 0.402 acres, located in Land Lot 299, 9th District, 1st Section, Union County, Georgia, and as their respec-tive interest may be: David Owenby and Vicki Owenby And all other entities, known or unknown, who have or claim any Ad-verse or possessory right, Title or Interest in the recited subject property.

Civil Action File No. 11-CV-757-MM

NOTICE OF SUMMONS TO: David Owenby and Vicki Owenby, the Tennessee Valley Authority, and ALL THE WORLD and all persons known or unknown who may claim adversely to Petitioner's title to a portion of Land Lot 299 of the 9th District 1 de Cacitor of Union County, Coac District, 1st Section of Union County, Geor-gia, being more specifically described as follows:

All that tract or parcel of land lying and be-ing located in Land Lot 299, 9th District, 1st Section, Union County, Georgia, containing 0.402 acres, more or less, as shown on a plat of survey by T. Kirby & Associates, Inc., detect 404(200) dated 10/16/08, recorded in Union County Records in Plat Book 62, Page 220. Said plat is incorporated hereby by reference hereto for a full and complete description of the above described property, being lake frontage and subject to the T.V.A. flowage rights

You are hereby notified that the above-styled action seeking a Petition for Quiet Title Against All the World, and that by reason of an Order for Service by Publication en-tered by the Court on March 23, 2011, you are hereby commanded and required to file whose address is 231 Chatuge Way, Hiawassee, Georgia 30546, an Answer to the Petition within Thirty (30) days of the date of the Order for Service by Publication. This 8th day of April, 2013 Judy L. Odom

Clerk of Superior Court, Union County

N(Apr17,24)P NOTICE

The Humane Society Mountain Shelter will hold it annual membership meeting June 27. 2013 at Cadence Bank at 5:30 p.m. N(Apr17)P

NOTICE

State of Georgia Union County

Notice to Kimberly Gail Seabolt A Pre-Warrant hearing will be held in Mag-istrate Court on May 9, 2013 at 9 a.m. to determine if sufficient probable cause exists to warrant your arrest for the office of Endangering Security Interest O.C.G.A. §§

16-9-51. By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse St. Suite 10 Blairsville, GA 30512 706-439-6008

N(Apr10.17)P

NOTICE

State of Georgia

Union County Notice to Jackie Lynn Rattler

A Pre-Warrant hearing will be held in Mag-istrate Court on May 9, 2013 at 9 a.m. to determine if sufficient probable cause exists to warrant your arrest for the office of Endangering Security Interest O.C.G.A. §§ 16-9-51.

By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse St. Suite 10 Blairsville, GA 30512

706-439-6008 N(Apr10,17)P

NOTICE GEORGIA, UNION COUNTY PROBATE COURT In Re: Estate of Betty P. Kelley, Deceased

Estate No. 13-40 NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT

The petition of Jack H. Kelley, for a year's support from the estate of Betty P. Kelley, deceased, for decedent's surviving spouse having been duly filed, all interested per-sons are hereby notified to show cause, if

any they have, on or before April 22, 2013, 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 on or before the time stated in the preceding sentence All nearing/objections must be sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/stelephone 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 scheduled at a later date. If no objections are filed the petition may be granted with-out a hearing.

Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512 706-439-6006 N(Mar27,Apr3,10,17)B

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 ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-corded March 11, 2013, in Deed Book 933, Page 120, Union County, Georgia records; 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 May, 2013, the following described property: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 311 of Union County, Georgia, containing 69.59 acres, more or less, as shown on a plat of survey by North Georgia Land Surveyors, dated January 7, 1986 and recorded in Union County Records in Plat Book U, Page 11. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

Also conveyed is that road right of way de-scribed as follows:

All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lots 13 and 14 of Union County, Georgia, and being a 40 foot wide road right of way, said right of way being located West of the centerline of the road shown on the East line of Lot 1 as shown on a plat of survey by North Georgia Land Surveyors, dated October, 1981, as recorded in Union County

records in Plat Book J, Page 211. LESS AND EXCEPT: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 311 of Union County, Georgia and being Lots 3, 5, 6, 25, 26, 28, 38, 39, 40, 41, 42, 43, 48, 49, 50, 51, 52, 53, 54 and 56 of Sharp Top Settlement Subdivision, as shown on plat of survey by T. Kirby & Associates, Inc., dated June 27, 2006 and revised July 20, 2006 and recorded in Union County, Georgia records in Plat Book 58, Pages 257-259. Said plat is incorporated herein, by reference hereto for a full and complete description of the above described property.

Grantor also hereby transfers to Grantee any and all declarant rights and/or de-veloper rights that grantor may presently have, pursuant to that certain Declaration of Restrictions, Limitations and Covenants Running with the Land recorded in Deed Book 660, Page 293, Union County, Georgia records. This transfer, however, specifically excludes any obligations or responsibilities that have accrued prior to the date hereof and/or that are the responsibility of grantor or any other prior declarant and in no way creates any successor or assignee liability for the grantee as a result of grantee's ag ceptance of such transfer or for any other

reason Grantee hereby declares its present inten-tion to hold said rights described above and transferred by Grantor herein, if any, solely for the transfer of said rights to an-there are a cartily arguided that in the other person or entity, provided, that in the future, at Grantee's sole discretion, Grantee

may exercise said rights itself. The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC.

Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note. Security Deed and other loan documents and the failure to pay certain indebtedness when due.

By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed

and by law. and by law. 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 ASSET HOLDING COMPANY 5, LLC or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 5, LLC John C. Pennington P.O. Box 275 Helen, GA 30545 (706) 878-0033 File No.: AHC5-1

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

To the best knowledge and belief of the undersigned, the party in possession of the property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for ASSET HOLDING COMPANY 5, LLC John C. Pennington D. Pac 275

P.O. Box 275 Helen, GA 30545 (706) 878-0033 File No. AHC5-5 N(Apr10,17,24,May1)E

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 ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-Corried March 11, 2013, in Deed Book 933, Page 185, Union County, Georgia records; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union Coun-ty Courtie within the local barried solar of county, Georgia, within the legal hours of sale on e first Tuesday in May, 2013, the following described property:

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 256 of Union County, Georgia and being Lot 80 Young Cane Creek Subdivision, con-Lot of found cane creek subulvision, con-taining 1.84 acres, more or less, as shown on plat of survey by T. Kirby and Associ-ates, Inc., dated December 13, 2006, and recorded in Union County Records in Plat Book 59, Pages 245-250. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above

described property. Grantor also hereby transfers to Grantee any and all declarant rights and/or de-veloper rights that grantor may presently have, pursuant to that certain Declaration of Restrictions, Limitations and Covenants Running with the Land recorded in Deed Book 706, Page 142 and Deed Book 710, Page 361, Union County, Georgia records. This transfer, however, specifically excludes any obligations or responsibilities that have accrued prior to the date hereof and/or that are the responsibility of grantor or any other prior declarant and in no way creates any successor or assignee liability for the grantee as a result of grantee's acceptance of such transfer or for any other

Grantee hereby declares its present intention to hold said rights described above and transferred by grantor herein, if any, solely for the transfer of said rights to another person or entity, provided, that in the future, at Grantee's sole discretion, Grantee may exercise said rights itself.

The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC.

Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Secu-rity Deed and other loan documents and the failure to pay certain indebtedness when due

By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed

and by law. 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 ASSET HOLDING COMPANY 5,

LLC or a tenant or tenants.

UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 5, LLC John C. Pennington P.O. Box 275 Helen GA 30545

neicii, u	A 30343
(706) 87	8-0033
File No. /	AHC5-6
N(Apr10,17	.24.Mav1)B

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 ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, filed for record April 4, 2013 and recorded in Deed Book 936, Page 383, Union County, Georgia records; 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 May,

All that tract or parcel of land hyperty: All that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lot 286 and 291 of Union County, Georgia, and being shown as Tract 1, containing 0.787 acres, more or less, and Tract 2, containing 0.189 acres, more or less, as shown as a plat of survey by T. Kirby & Associates, Inc., dated April 12, 2007, revised April 20, 2007 and recorded in Union County Records in Plat Book 59, Page 270. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Also conveyed is a non-exclusive perpetual easement for the use of subdivision roads for ingress and egress to the above de-Scribed property. The debt secured by said Security Deed has been and is hereby declared due behas been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the 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 undersigned, the party in possession of the property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 5, LLC

reference and made a part hereof. Also, an easement of ingress and egress over the existing private road and also an easement for the installation of water tank on grantor's remaining property at the point indicated an iron pin reservoir site on said plat with the right to install and main-tain water lines from said site to the above

property, as conveyed in the warranty deed from Tommie W. Alexander to Bruno J. Concato and Nancie H. Concato dated 10/21/77 and recorded in Deed Book 100, Page 378, Union County records. Subject to the reservation of grantor in

the above referred to warranty deed of the right to clear 6 foot wide strip along the south edge of the private road referred to herein. Said grantor also reserves the ease-ment for bridle path along with the existing bridle path which is located in the eastern

portion of the above property. Subject to the following restrictions: 1. There will be no mobile homes erected on said property.

2. No more than three (3) dwelling houses shall be erected on said tract, provided however, Concato shall have the right to erect one (1) detached guest house on said tract, same being in addition to the three (3) dwelling houses referred to in this item. shall be no commercial camping 3. There

on said tract. 4. There shall be no structures erected on said tract to exceed two (2) floors above grade, i.e. basement area shall not be

counted on a floor. 5. There shall be no concrete block struc-ture erected on said tract except the base-

ment area may be block, provided said block are painted, plaster or covered with some material. Property known as: 5146 Trackrock Camp

Rd, Blairsville, GA 30512 The indebtedness secured by said Deed to The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of pay-ing the same and all expenses of sale, in-cluding attorney's fees, (notice having been given as provided by law). The property will be sold as the property of Jill C. Jurison and William J. Jurison sub-iect to the following:

iect to the following:

 all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and navable or not wet due and whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above. U.S. Bank National Association aka U.S.

Bank N.A. holds the Note and referenced Security Deed and services the loan on behalf of Federal Home Loan Mortgage Corporation, the current owner of your loan. Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is:

U.S. Bank National Association 4801 Frederica Street Owensboro, KY 42301

PH: 800-365-7772 Pursuant to O.C.G.A Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is Jill C. Jurison and William J. Jurison. U.S. Bank National Association aka U.S. Bank N.A., as Attorney-in-fact for Jill C. Jurison and William J. Jurison. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose.

Pendergast & Associates, P.C. 115 Perimeter Center Place South Terraces, Suite 1000 Atlanta, GA 30346 Phone - 770-392-0398 Toll Free - 866-999-7088 www.penderlaw.com Our File No. 12-53053-1 N(Apr10,17,24,May1)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

By virtue of a Power of Sale contained in a Security Deed (hereinafter, "Security Deed") held by Bill B. Woody from United Community Banks, Inc. dba United Community Mortgage Service dated July 31, 2009, recorded August 10, 2009 in Deed Book 809, Page 630, Union County, Georgia Book 809, Page 630, Union County, Georgia Records, as last transferred to Generation Mortgage Company by that certain As-signment recorded July 15, 2010 in Deed Book 838, Page 643, aforesaid records, said Security Deed having been given to secure a Note of even date in the original principal amount of Six Hundred Nineteer Thousand Five Hundred and 00/100 Dollars (\$619,500.00), with interest thereon as provided for therein. Said Security Deed will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, all property described in said Secu-rity Deed including, but not limited to, the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-ALL INAL TRACTOR PARCEL OF LAND LT-ING AND BEING IN LAND LOTS 414 AND 451, 11TH DISTRICT, 1ST SECTION OF UNION COUNTY, GEORGIA, BEING DESCRIBED BY A PLAT PREPARED BY KELLY SURVEYING, MICHAEL S. KELLEY, GEORGIA REGISTERED LAND SURVERYOR NO. 2313, DATED JULY 24, 2000 AS PER GAIN DIAT THE BROREDY 24, 2009, AS PER SAID PLAT THE PROPERTY CONTAINS 8.50 ACRES, MORE OR LESS. THIS BEING SAME PROPERTY AS SHOWN IN EXHIBIT "B" TO THE SECURITY DEED FROM BILL B. WOODY TO UNITED COMMUNITY BANK DBA UNITED COMMUNITY MORTGAGE SERVICES DATED JULY 31, 2009, RECORDED AUGUST 10, 2009 IN DEED BOOK 809, PAGE

LESS, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., DATED MAY 21, 1999, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 42, PAGE 236. SAID PLAT IS INCORPORATED HEREIN, BY REFER-ENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. 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, inof 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, includ-ing attorneys' fees and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to the following items which may affect the title to said property: all zon-ing ordinances; matters which would be disclosed by an accurate survey or by an inspection of the property; any outstand-ing taxes, including but not limited to ad valorem taxes, which constitute liens upon said property; special assessments; all outstanding bills for public utilities which constitute liens upon said property; all restrictive covenants, easements, rights-ofway and any other matters of record supe-rior to said Security Deed. To the best of the knowledge and belief of the undersigned. the party in possession of the property is Kathleen A. Wells and Francis G. Wells or tenant(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan. The name of the per-son or entity who has the full authority to negotiate, amend, and modify all terms of the mortgage is: Regions Bank d/b/a Re-gions Mortgage, 215 Forrest Street, Hatties-burg, MS 39401 TEL (800) 748-9498. THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL RE UISED FOR THAT PURPORS THE General **BE USED FOR THAT PURPOSE. The Geheren** Firm, P.C., 4828 Ashford Dunwoody Road 2nd Floor, Atlanta, GA 30338 TEL (678) 587-9500. N(Apr10,17,24,31)B

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 KEVIN GREEN and CRAIG J. STEPHENS to Bank of Hiawassee d/b/a Bank of Blairsville, dated March 18, 2004, recorded March 22, 2004, in Deed Book 516, Page 136, Union County, Georgia records, as last modified by Modi-fication of Deed to Secure Debt from KEVIN GREEN dated January 27, 2010 recorded in Deed Book 825, page 241, Union County, Georgia records, as transferred to CADC/ RADC VENTURE 2011-1, LLC by Assignment from the Federal Deposit Insurance Corporation in its Capacity as Receive for Bank of Hiawassee dated Septembe 30. 2011 and recorded in Deed Book 888. Page 728, Union County, Georgia records, said Security Deed being given to secure a Note from KEVIN GREEN dated December 2, 2008 in the original principal amount of Two Hundred Eleven Thousand Six Hundred Sixty Four and 00/100 (\$211,664.00) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid: there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of

County, Georgia, within the legal nours of sale on the first Tuesday in May, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 12, 16th District, 1st Section, Union County, Georgia, containing 21.60 acres and being shown as Tract II on a plat of survey by Blairsville Survey-ing Co., RS #2228, dated 1/12/94, revised 5/2/95 and recorded in Plat Book 33. Page 56, Union County Records, which descrip-tion on said plat is hereby incorporated by

reference and made a part hereof. The property is subject to the road ease-ment and powerline easement as shown on said plat.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 12 & 13, 16th District, 1st Section of Union County, Georgia, being shown as Lots 1, 2, 6, 7, 9, 10, 11, 12 and 17 of Owltown Vista Subdivision on a plat of B. Weatherly, RS #2814, dated 8/17/05 and recorded in Plat Book 56, Page 196, Union Jeffrey County records, which description on said plat is hereby incorporated by reference

and made a part hereof. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner 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 undersigned, the party in possession of the property is KEVIN GREEN or a tenant or tenanthe

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA.

COUNTY OF UNION IN RE: Estate of Doris D. Bird

IN RE: Estate of Doris D. Bird All debtors and creditors of the Estate of Doris D. Bird, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 28th day of March, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

Blairsville, GA 30512 N(Apr3,10,17,24)B

NOTICE Georgia, Union County Probate Court In Re: Estate of Lucille B. Jordan, Deceased Estate No. 13-44 Eloise Jordan Cook and Jo Ann Brown have

petitioned to be appointed Administrator(s) of the estate of Lucille B. Jordan, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in 0.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 April 22, 2013. All pleadings/objections must be 22, 2013. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed a bacing will be any objections are filed, a hearing will be scheduled at a later date. If no objections

are filed, the petition may be granted with-out a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512

706-439-6066 N(Mar27,Apr3,10,17)E

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 HUBERT J. BEAVER to UNITED COMMUNITY BANK d/b/a UNION COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated July 17, 1997, recorded July 25, 1997, in Deed Book 271, Page 377, Union County, Georgia records, as modified, said Security Deed being given to secure certain indebtedness from HUBERT J. BEAVER; 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 May, 2013, the following described property: All that tract or parcel of land lying and be-ing in Land Lots 129, 130, 159, 160, 166 of the 8th District, 1st Section of Union County, Georgia containing 130 33 access more or Georgia, containing 139.33 acres, more or less, according to Plat of Survey prepared by Patton-Patton & Associates, Gainesville, GA, dated May 2, 1974, said plat being re-corded in the Office of the Clerk of Supe-rior Court of Union County, Georgia in Plat Book D. Pane 34. said plat and description Book D, Page 34, said plat and description thereof is incorporated hereby reference for a detailed description.

LESS AND EXCEPT: All that tract or parcel of land lying and be-ing in Land Lots 159, 160 and, 166 of the 8th District, 1st Section of Union County, Georgia, and being shown as Lots 1, 2, 3, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, of Beaver Ridge Subdivision, on a plat of survey by Blairsville Surveying Co., RS #2228, dated 9/8/05, last revised 1/20/06, and recorded in Plat Book 56, Pages 356-357, Union County records, which descrip-tion on said plat is hereby incorporated by

reference and made a part hereof. LESS AND EXCEPT: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 159 OF THE ICULARLY DESCRIBED AS ITACT 3 CUN-TAINING 10.273 ACRES, MORE OR LESS, TRACT 4 CONTAINING 2.344 ACRES, MORE OR LESS, AND THAT CERTAIN 35' WIDE EASEMENT FROM THAT CERTAIN 35' WIDE EASEMENT FROM THE INTERSECTION OF BOY SCOUT ROAD AND TRACT 4, CON-TINUING ALONG THE EASTERN BOUNDARY LINE OF TRACT 4 STRENDING TO TRACT 3 LINE OF TRACT 4, EXTENDING TO TRACT 3, ALL AS SHOWN AND ACCORDING TO THE PLAT OF SURVEY FOR UCBI PREPARED BY CLEVELAND & COX LAND SURVEYING, LLC, BLAIRSVILLE GEORGIA, DATED NOVEMBER 14, 2011, SAID PLAT BEING RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF UNION COUNTY, GEORGIA IN PLAT BOOK 64, PAGE 206, WHICH PLAT BY REFER-ENCE THEPET CHAIL DE FULLY INCODDO ENCE THERETO SHALL BE FULLY INCORPO-RATED HEREIN AND MADE A PART HEREOF. This conveyance is subject to all zoning ordinances, easements, covenants, condi-tions, restrictions, reservations or rights of

way of record, if any.

way of record, if any. LESS AND EXCEPT: all that tract or parcel of land lying and be-ing in Land Lot 159 of the 8th District and 1st Section of Union County, Georgia, and being more particularly described as Tract dependence accord and being an 4 containing 2.344 acres, more or less, ac-4 containing 2.344 acres, more or less, ac-cording to the Plat of Survey for UCBI pre-pared by Cleveland & Cox Land Surveying, LLC, Blairsville Georgia, dated November 14, 2011, said plat being recorded in the Office of the Clerk of Superior Court of Union County, Georgia in Plat Book 64, Page 206, WHICH PLAT BY REFERENCE THERETO SHALL BE FULLY INCORPORATED HEREIN AND MADE A PART HEREOF. This convergance is subject to all zoning

STATE OF GEORGIA

N(Apr10,17,24,May1)B

COUNTY OF UNION NOTICE OF SALE UNDER POWER NUIGE OF SALE UNDER FOWER Under and by virtue of the power of sale contained in a Security Deed from ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-corded March 11, 2013, in Deed Book 933, Page 107, Union County, Georgia records; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union Coun-ty, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following

described property: All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lot 162 of Union County, Georgia, and being Lot 8 of Gladson Settlement Subdivision, containing 1.673 acres, more or less, as shown on plat of survey by Owenby Land shown on plat of survey by Owenby Land Surveying, Inc., dated February 28, 2006, and recorded in Union County Records in Plat Book 58, Page 193. Said plat is incor-porated herein, by reference hereto for a full and complete description of the above described property. Grantor also hereby transfers to Grantee

any and all declarant rights and/or developer rights that grantor may presently have, pursuant to that certain Declaration of Restrictions, Limitations and Covenants Running with the Land recorded in Deed Book 651, Page 708 and Deed Book 652, Page 739, Union County, Georgia records. This transfer, however, specifically ex-cludes any obligations or responsibilities that have accrued prior to the date hereof and/or that are the responsibility of grantor or any other prior declarant and in no way creates any successor or assignee liability for the grantee as a result of grantee's ac-ceptance of such transfer or for any other reason

Grantee hereby declares its present inten-tion to hold said rights described above and transferred by grantor herein, if any, solely for the transfer of said rights to another person or entity, provided, that in the future, at Grantee's sole discretion, Grantee

The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC.

Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Security Deed and other loan documents and the failure to pay certain indebtedness when due.

By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law.

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 ASSET HOLDING COMPANY 5, LLC or a tenant or tenants. UNITED COMMUNITY BANK, UNITED COMMUNITY BANK, Fact for ASSET HOLDING

as attorney in Fact for
COMPANY 5, LLC
John C. Pennington
P.O. Box 275
Helen, GA 30545
(706) 878-0033
File No. AHC5-2
N(Apr10,17,24,May1)B

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 ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-corded March 11, 2013, in Deed Book 933, Page 133, Union County, Georgia records; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union Coun-ty Georgia within the legal hours of cale on ty, Georgia, within the legal hours of sale on the first Tuesday in May, 2013, the following

All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lot 162 of Union County, Georgia, containing 12.062 acres, more or less, as shown on a plat of survey by Owenby Land Surveying, Inc., dated May 11, 2005, and recorded in Union County Records in Plat Book 55, Page 303. Said plat is incorporated herein, by reference hereto for a full and complete de-

scription of the above described property. LESS AND EXCEPT: All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 162 of Union County, Georgia, and being Lots 1, 2, 3, 6, 7 and 8 of Gladson Settlement Subdivision, as shown on a plat of survey to Queenby Land Suron a plat of survey by Owenby Land Surveying, Inc. dated February 28, 2006, and recorded in Union County Records in Plat Book 58, Page 193. Said plat is incorpo-rated herein by reference hereto, for a full and complete description of the above de-

Grantor also hereby transfers to Grantee

any and all declarant rights and/or de-veloper rights that grantor may presently have, pursuant to that certain Declaration

have, pursuant to that certain Declaration of Restrictions, Limitations and Covenants Running with the Land recorded in Deed Book 651, Page 708 and Deed Book 652, Page 739, Union County, Georgia records. This transfer, however, specifically ex-cludes any obligations or responsibilities that have accrued prior to the date hereof and/or that are the responsibility of grantor or any other prior declarant and in no way creates any successor or assignee liability

creates any successor or assignee liability for the grantee as a result of grantee's ac-ceptance of such transfer or for any other

Grantee hereby declares its present inten-tion to hold said rights described above and transferred by grantor herein, if any, solely for the transfer of said rights to another person or entity, provided, that in the

future, at Grantee's sole discretion, Grantee may exercise said rights itself. The Security Deed secures the payment of

all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC.

Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the

default of certain terms of the Note. Secu-

rity Deed and other loan documents and the failure to pay certain indebtedness

By reason of the default, the Security Deed By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose of paying the indebtedness and expenses of this sale as provided in the Security Deed

and by law. 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 and the due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and

matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the

undersigned, the party in possession of the property is ASSET HOLDING COMPANY 5, LLC or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for ASSET HOLDING COMPANY 5, LLC

John C. Pennington P.O. Box 275 Helen, GA 30545 (706) 878-0033 File No. AHC5-3 N(Apr10,17,24,May1)B

reason

when due.

and by law.

Scribed property. Property is now known as Lot 4 and Lot 5 of Gladson Settlement Subdivision, as shown at Plat Book 58, Page 193, Union County Records

JUIIII G. PEIIIIIIIYUUI
P.O. Box 275
Helen, GA 30545
(706) 878-0033
File No. AHC5-8
N(Apr10,17,24,May1)B

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

NUTICE OF SALE UNDER POWER Because of a default in the payment of the indebtedness secured by a Security Deed executed by Alicia J. Henson and Greg Franklin to Mortgage Electronic Registra-tion Systems, Inc. as nominee for Home America Mortgage, Inc. and its successors and assigns. dated August 23, 2005, and re-corded in Deed Book 600, Page 671, Union County Records, said Security Deed having been last sold, assigned, transferred and conveyed to U.S. Bank National Associa-tion, as Trustee for TBW Mortgage-Backed Trust Series 2006.2 TBW Mortgage-Backed Trust Series 2006-2, TBW Mortgage-Backed Pass-Through Certificates, Series 2006-2 by Assignment, securing a Note in the original principal amount of \$283,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, May 7, 2013, during the legal hours of sale, before the Courthouse door

hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property de-scribed in said Deed, to-wit: All that tract or parcel of land lying and being in the 7th District and 1st Section of Union County, Georgia, and being a part of Land Lot No 21 and being more particularly described as Tract 4 as set forth on a plat of survey prepared by Rochester and Asso-ciates. Inc. dated August 10, 1998, revised ciates, Inc. dated August 10, 1998, revised April 11, 2000. Said plat is recorded in Plat Book 49, Page 3, in the Office of the Clerk of the Superior Court for Union County, Georgia Said recorded plat is hereby made a part of this deed by reference thereto for a more complete description of the above described lot.

The above described property is conveyed subject to all easements and rights of way; set backs and restrictions as set forth on said recorded plat or as otherwise appearing of record.

Ing or record. There is also conveyed the right of ingress and egress over and across all roads as shown on said recorded plat or as shown

on any development plat. Subject to roadway easements as shown on said recorded plat.

The above described property is the same properly that was conveyed from G. L. Franklin to Greg Franklin and Alicia Henson by Warranty Deed with Rights of Survivor-ship dated the 9th day of March, 2001, said deed being rrecorded in Deed Book 366, Page 627, in the Office of the Clerk of the Superior Court for Union County, Georgia.

Said property is known as 1760 Jones Creek Road, Blairsville, GA 30512, together with all fixtures and personal property attached to and constituting a part of said

property, if any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments liens encumbrances zonion sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be dis-tributed as provided by law. The sale will be conducted subject (1) to confirmation that the oals in our problem.

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 secured creditor. The property is or may be in the possession of Alicia J. Henson, A/K/A Alicia Franklin,

successor in interest or tenant(s). U.S. Bank National Association, as Trustee for TBW Mortgage-Backed Trust Series 2006-2, TBW Mortgage-Backed Pass-Through Certificates, Series 2006-2 as Attorney-in-Fact for Alicia J. Henson and

Greg Franklin File no. 12-033853 SHAPIRO, SWERTFEGER & HASTY, LLP*

630. UNION COUNTY, GEORGIA RECORDS. Said property is more commonly known as 3392 State Highway 60, Suches, GA 30572. The indebtedness secured by said Security beed 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 indebted-ness 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 attorneys' fees, and all other payments provided for under the terms of the Security Deed and

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 liens upon said property; spe-cial assessments; all outstanding bills for public utilities which constitute liens upon public utilities 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 knowledge and belief of the undersigned, the party(ies) in posses-sion of the Bill B. Woody, or tenant(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the LLS. Bankruntry. Code and (2) to

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 Agreement.

Agreement. Notice has been given of intention to col-lect attorneys' fees in accordance with the terms of the Note secured by said Security Deed. The law firm listed below is acting as a debt collector. Any information obtained

will be used for that purpose. Said property will be sold as the property of Bill B. Woody, and the proceeds of said sale will be applied to the payment of said indebtedness, the expenses of said sale, all as provided in the Security Agreement, and the undersigned will execute a deed to and the undersigned will execute a deed to the purchaser as provided in the aforemen-tioned Security Agreement.

Generation Mortgage Company, as Attor-ney-in-Fact for, Bill B. Woody. The entity having full authority to negotiate,

amend, or modify all terms of the loan (although not required by law to do so) is: Lender Contact: Generation Mortgage Com-

pany, Loss Mit Department Lender Address: 3 Piedmont Center, 3565 Piedmont Road NE, Suite 300, Atlanta, GA

30305 Telephone Number: 866-733-6092 Attorney Contact: Dickenson Gilroy LLC, 3780 Mansell Road, Suite 140, Alpharetta,

Georgia 30022 Telephone Number: (678) 317-0409

DG File No. LIT-2011-00966

THE ABOVE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 950-07599947

Generation/ Woody, Bill N(Apr10,17,24,May1)B

Blue Ridge, Georgia 30513 (706) 632-7923 File No. CA399-00CA4 N(Apr10,17,24,May1)B

Stites & Harbison, PLLC 520 West Main Street

L. Lou Allen

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA COUNTY OF UNION

CADC/RADC VENTURE 2011-1, LLC, as attorney in Fact for KEVIN GREEN and CRAIG J. STEPHENS

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Se-cure Debt from Vaughn Morris and Cathy Morris to Bank of Hiawassee dba Bank of Blairsville, dated December 22, 2004, and recorded in Deed Book 557, Page 702, in the offices of the Clerk of the Superior Court of Union County, Georgia; as last modified by that certain Modification of Deed to Secure Debt dated May 12, 2010 and recorded in Deed Book 835, Page 125, aforesaid re-cords; as assigned to Citizens South Bank by that certain Memorandum of Purchase and Assumption Agreement and Master As-signment recorded in Deed Book 853, Page 642, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"), the un-dersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County, Georgia during the lengt hours of sale on Georgia, during the legal hours of sale, on described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-

ING AND BEING IN THE 9TH DISTRICT, 1ST Section of Union County, Georgia, and Being a part of Land Lot 275, and Be-ING MORE PARTICULARLY DESCRIBED AS BEGINNING AT AN IRON PIN LOCATED ON

THE SOUTHERN RIGHT OF WAY MARGIN OF UNITED STATES HIGHWAY NO. 19, SAID IRON PIN BEING LOCATED S 10 00 E 82.0 FEET AND S 72 15 E 131.0 FEET FROM THE POINT OF INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 18 AND THE EASTERN RIGHT OF WAY MARGIN OF U.S. HIGHWAY NO. 19; THENCE S 72 15 E, ALONG AND WITH THE SOUTHERN RIGHT OF WAY MARGIN OF U.S. HIGHWAY N. 19, 208.0 FEET TO AN IRON PIN; THENCE IN A SOUTHWESTERLY DIREC-TION 108 FEET, MORE OR LESS, TO AN IRON PIN; THENCE N 83 00 W 218.0 FEET TO AN IRON PIN; THENCE N 20 45 E 148.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.63 ACPE OF LAND, MORE OR LESS

ACRE OF LAND, MORE OR LESS. A SURVEY AND PLAT DATED AUGUST, 1983 OF THE ABOVE PROPERTY WAS MADE BY BRUCE HUNT, AND IS HEREBY MADE A PART OF THIS DEED BY REFERENCE THERETO FOR A MORE COMPLETE DESCRIPTION OF THE ABOVE PROPERTY. THE PROPERTY IS SUB-JECT TO A BOUNDARY LINE AGREEMENT AS RECORDED IN DEED BOOK 229, PAGE 9, UNION COUNTY RECORDS.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT, 1ST SEC-TION, LAND LOT 241 OF UNION COUNTY, GA AND BEING LOT 25 OF PINEY POINT SUB-DIVISION, CONTAINING 0.296 ACRES MORE OR LESS, AS SHOWN ON PLAT AND SURVEY BY ROY A. TERRELL. RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK X PAGE 252. SAID PLAT IS INCORPORATED HEREIN FOR A FULL AND COMPLETE DESCRIPTION. KNOWN AS: 207 MURPHY HWY & LOT 25 PINEY POINT SUBDIVISION, BLAIRSVILLE, GA 30512

The debt secured by the Security Deed is evidenced by a Renewal Note dated May 12, 2010 from Vaughn Morris and Cathy Morris in favor of Bank of Blairsville in the original principal amount of \$44,948.22 (as same may have been further modified, renewed or amended, collectively "Note 1"); and a Renewal Note dated July 7, 2006 from Vaugh G. Morris and Cathy A. Morris in favor of Bank of Hiawassee, dba Bank of Blairsville in the original principal amount of \$251,987.18 (as same may have been further modified, renewed or amended, col-lectively "Note 2") ("Note 1" and "Note 2" collectively referred to as the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared fore to its terms. The above-described real property will

be sold to the highest and best bidder for be sold to the highest and best bidder for cash as the property of Vaughn Morris and Cathy Morris, the proceeds to be applied to the payment of said indebtedness, at-torneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service. if any: and all prior assessments Service, if any; and all prior assessments easements, restrictions or matters of record.

To the best of the undersigned's knowledge and belief, the real property is presently owned by Vaughn Morris and Cathy Morris. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Vaughn Morris and Cathy Morris, and tenants holding under them. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in in-terest to Reak of Historeage d(No. Bonk of terest to Bank of Hiawassee d/b/a Bank of Blairsville, as Attorney-in-Fact for Vaughn Morris and Cathy Morris.

M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 N(Apr10,17,24,May1)B

Road, Blairsville, Georgia 30512, together with all fixtures and personal property at-tached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party in pos-session of the subject property is DAVID E. JOHNSON AND LAURA WARD JOHNSON, or a

tenant or tenants. Said property will be sold subject to: (a) any outstanding ad valorent taxes (in-cluding taxes which are a lien, but not yet due and payable, (b) any matters which might be disclosed by an accurate survey and inspection of the property, any assess-ments line, accounts entry any assess. ments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Secu-rity Deed 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 confirwith the holder of the Status of the loan with the holder of the Security Deed. John Yeend, Trustee of the Third Restate-

ment of the Nancy N. Mathers Revocable Trust, Dated February 13, 2004, as Attor-ney-in-Fact for David E. Johnson and Laura Ward Johnson.

Woodside & Boemanns, P.C. 45 Merchants Walk, Suite #5, Blairsville, Georgia 30512 PHONE: (706) 745-2142 N(April 10, 17, 24, May1)B

STATE OF GEORGIA COUNTY OF UNION

NOTICE OF SALE UNDER POWER NUTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from ASSET HOLDING COMPANY 5, LLC to UNITED COM-MUNITY BANK, dated March 8, 2013, re-corded March 11, 2013, in Deed Book 933, Page 172, Union County, Georgia records; 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 May, 2013, the

following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 255, 256, 285, 286 and 291 of Union County, Georgia, containing 100.0 acres, more or less, as shown on a plat of survey by Owenby Land Surveying, Inc., dated April 11, 2006, and recorded in Union County Re-cords in Plat Book 58, Page 101. Said plat

corus in Plat book 30, Page 101. Salu plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Grantors also grant to grantee a non-exclu-sive perpetual easement for the use of the roads for ingress and egress to the above described nronerty

described property. LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lots 285 & 286, 9th District, 1st Section, Union County, Georgia, being Lots 12, 35, 37, 42, 43, 49, 55, 69, 80, 84, 85, 87 and 88 of Young Cane Creek Settlement Phase L as shown on Creek Settlement, Phase I, as shown on plat of survey by T. Kirby & Associates, Inc., dated 12/13/06 and recorded in Plat Book 59, Pages 245-250, Union County, Georgia records, which description on said plat is incorporated herein by reference and made a part hereof.

Grantor also hereby transfers to Grantee any and all declarant rights and/or developer rights that grantor may presently have, pursuant to that certain Declaration of Restrictions, Limitations and Covenants Bunning with the Land recorded in Deed Book 706, Pages 142-146, as amended at Deed Book 710, Page 361, Union County, Georgia records. This transfer, however, specifically excludes any obligations or re-sponsibilities that have accrued prior to the data bereen and/or that are the responsibildate hereof and/or that are the responsibil-ity of grantor or any other prior declarant and in no way creates any successor or assignee liability for the grantee as a result of grantee's acceptance of such transfer or for any other reacon

for any other reason Grantee hereby declares its present inten-tion to hold said rights described above and transferred by grantor herein, if any, solely for the transfer of said rights to an-other person or entity, provided, that in the future, at Grantee's sole discretion, Grantee may everyies said inducts that

may exercise said rights itself. The Security Deed secures the payment of all amounts which have become due and payable by ASSET HOLDING COMPANY 5, LLC.

Default has occurred and continues under the terms of the Note, the Security Deed and other loan documents because of the default of certain terms of the Note, Security Deed and other loan documents and the failure to pay certain indebtedness when due.

By reason of the default, the Security Deed is being foreclosed according to its terms and this sale will be made for the purpose

of paying the indebtedness and expenses of this sale as provided in the Security Deed and by law. 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 pickthe and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, ilens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security 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 ASSET HOLDING COMPANY 5, LLC or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ASSET HOLDING COMPANY 5, LLC John C. Penninaton

John C. Pennington

P.O. Box 275 Helen, GA 30545 (706) 878-0033

File No. AHC5-7

N(Apr10,17,24,May1)E

This conveyance is subject to all zoning ordinances, easements, covenants, conditions, restrictions, reservations or rights of

way of record, if any. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and a 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 disclored the concentration of the solution of the solu disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning 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 HUBERT J. BEAVER or a tenant or tenants

UNITED COMMUNITY BANK d/b/a UNION COUNTY BANK N/K/A UNITED COMMUNITY BANK,

L Lou Allen Stites & Harbison, PLLC

Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03467 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Apr10,17,24,May1)B

Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 Atlanta, GA 30341-3941 (770) 220-2535/AB www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Apr10.17.24.Mav1)B

STATE OF GEORGIA COUNTY OF UNION IN RE: Estate of Helen Hanson, Deceased All debtors and creditors of the Estate of Helen Hanson, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 1st day of April, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Apr10,17,24,May1)E

NOTICE TO DEBTORS AND CREDITORS