North Georgia News

Legal Notices for July 24, 2013 STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER **NOTICE OF SALE UNDER POWER** NOTICE OF SALE UNDER POWER
GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE

NOTICE OF DUI CONVICTION GEORGIA, UNION COUNTY PROBATE COURT Union County Superior Court In Re: Estate of Mary Ester Peck, Deceased Estate No. 2013-112 Convicted Person: Eileen Streight Offense Date: 6/1/2009 Petition for Letters of Administration Offense Location: Petriece Street Case Disposition: 12 Debra LaTullip has petitioned to be appointed Administrator(s) of the estate of Mary Ester Peck, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing setting forth the grounds of Months, Credit for Time Community Service Work, \$500 Fine. NOTICE TO DEBTORS AND CREDITORS be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before August 19, 2013. All STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Joseph Graham Barber, pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered All debtors and creditors of the Estate of Joseph Graham Barber, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later Representative(s).
This 25th day of June, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512 date. If no objections are filed, the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512

706-439-6066 NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Jeanette LaFern Townsend NOTICE Vest. Deceased All debtors and creditors of the Estate of Jeanette LaFern Townsend Vest, deceased, Estate No. 2013-102 Petition for Letters of Administration late of Union County, Georgia, are hereby notified to render their demands and pay-ments to the Personal Representative(s) of

make minieulate payment to Representative(s). This 12th day of July, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8

Representative(s).
This 2nd day of July, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512

Representative(s).
This 10th day of July, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512

Representative(s).
This 10th day of July, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512

By: Kristin Stanley, Clerk of the Probate Court

This 17th day of July, 2013. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8

65 Courthouse Street, Suite 8 Blairsville, GA 30512

APPLICATION TO REGISTER A BUSINESS TO Be conducted under a trade name

The undersigned hereby certifies that it is conducting a business in the City of Blairs-ville, County of Union, State of Georgia

under the name of: North Georgia Trading Company and that the nature of the busi-ness is Wholesale - General Merchandise,

apparel, housewares, novelty, gifts and that said business is composed of the follow-ing LLC: North Georgia Wholesale Company

LLC, 52 Lanier Lane, Blairsville, GA 30512.

Notice is given that Articles of Incorporation that will incorporate ASC Paving Division,

NOTICE OF INTENT TO INCORPORATE

such address is Jerry J. Rich. N(Jul24,31)P

IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA

Defendants. Civil Action File No. 13-CV-118-MM Notice of Summons

Plaintiff.

COMMUNITY & SOUTHERN BANK,

v. SIMPLY WIRELESS, INC. and WHITNER DAN-IEL PARKER,

NOTICE OF SOMMONS
TO THE ABOVE-NAMED DEFENDANTS:
You are herby notified that the above-styled
Suit on Note and Guaranty was filed against
you in said Court on March 18, 2013, and
that by reason of an Order for service of

summons by publication entered by the Court on June 10, 2013, you are hereby commanded and required to file with the

Clerk of said Court and serve upon Bret T. Thrasher, Plaintiff's attorney, whose address is Thompson, O'Brien, Kemp & Nasuti, P.C., 40 Technology Parkway South, Suite 300, Norcross, Georgia 30092, an Answer to the Complaint within sixty (60)

days of the date of the Order for service by publication.

WITNESSETH the Honorable Murphy C.

BRET T. THRASHER
GA State Bar No. 710682
WILLIAM J. SHAUGHNESSY
GA State Bar No. 118174
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.
40 Technology Parkway South, Suite 300
Norcross, Georgia 30092
(770) 925-0111

NOTICE OF UNCLAIMED PROPERTY
VALUE AT MORE THAN \$75
Pursuant to O.C.G.A 17-5-54, any party
claiming an interest in the following property is hereby notified that on January 1,

2013, said property was located in the evidence room of the Union County Sheriff's Office in Union County, Georgia.

Property Seized: Property Description Owner Ruger 1022 Rifle, Serial Number 252-79472

John Combest Winchester 1200 Shotgun, Serial Number 312690 John Combest

31290 John Combest
1988 Dodge Dakota Pickup Truck VIN#
187FN14C6CS713044 Ronny Benfield
Remington 870 Express Shotgun, Serial
Number 1334443M Eric Turner and Edward

Cole LC Smith Doubled Barrel Shotgun, Serial Number 6901 Joan Rose NEF Model 23 Shotgun, Serial Number NL235132 Richard Fields

Dell Notebook Computer Serial Number 00190-498-459-898 Unknown Black Computer Bag, Unknown

Toshiba Laptop Computer Model P4536U, Serial Number 80840290U Unknown Black Locker Bag Unknown

Lorcin L9MM Pistol, Serial Number L108629 Jeff Morin Conduct giving rise to said order: said

the items was seized from or have valid

proof of purchase indicating the compl serial number. Mack Mason, Sheriff

Union County, Ga. 378 Beasley Street

Blairsville, Ga. 3051 N(Jul10,17,24,31)B

Miller, Chief Judge of said Court. This 26 day of June, 2013. Clerk of Court

Superior Court of Hall County Prepared and Presented by: BRET T. THRASHER

(770) 925-0111 Attorneys for Plaintiff

NOTICE OF INTENT TO INCORPORATE

Blairsville, GA 30512 N(Jul24,31,Aug7,14)B

COUNTY OF UNION

N(Jul17,24,31,Aug7)B

STATE OF GEORGIA,

COUNTY OF UNION

NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREDITORS

IN RE: Estate of Marcella H. Fisher, De-

All debtors and creditors of the Estate of Marcella H. Fisher, deceased, late of Union

N(Jul17,24,31,Aug7)B

STATE OF GEORGIA,

NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREDITORS

Blairsville, GA 30512

STATE OF GEORGIA, COUNTY OF UNION

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Diane P. Jones, Deceased

N(Jul17,24,31,Aug7)B

GEORGIA, UNION COUNTY PROBATE COURT In Re: Estate of Joan Wilkins Beall, De-Ashley Wilkins has petitioned to be appointed Administrator(s) of the estate of Joan Wilkins Beall, deceased, of said

the estate, according to law, and all per-sons indebted to said estate are required to County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) make immediate payment to the Personal 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 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 IN NE: Estate of Dialite P. Jones, Deceased All debtors and creditors of the Estate of Diane P. Jones, 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 address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512 said estate are required to make immediate payment to the Personal Representative(s). This 12th day of July, 2013. 706-439-6066

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 MELVIN GREGG PAYNE to COMMUNITY & SOUTHERN IN RE: Estate of Mary Ann Ball, Deceased All debtors and creditors of the Estate of Mary Ann Ball, deceased, late of Union BANK dated March 18, 2011, recorded May 16, 2011, in Deed Book 867, Page 665, Union County, Georgia records, said Security Deed County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the esbeing given to secure a Note from MELVIN GREGG PAYNE, with interest from date at a rate per cent per annum on the unpaid

tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal 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 August, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 15, 7th District, 1st Section, Union County, Georgia, and containing 8.011 acres as shown on a plat of survey for Melvin Gregg Payne by Southern Geo-systems, Ltd, Gary Kendall, GRLS #2788, dated October 2, 2009 and filed of record on September 21, 2010 in Plat Book 63, Page 203 in the Office of the Clerk of Superior Court Union Courty, Geograja, Said plat is STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Alline Emmalon Lovell, De-Court, Union County, Georgia. Said plat is incorporated herein by reference hereto, for a full and complete description of the All debtors and creditors of the Estate of Alline Emmalon Lovell, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the above described property.
The debt secured by said Security Deed has been and is hereby declared due beestate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal 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-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Se-curity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given. 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

County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the esmatters of record superior to the Security Deed first set out above. To the best knowledge and belief of the tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal undersigned, the party in possession of the property is MELVIN GREGG PAYNE or a tenant or tenants.

COMMUNITY & SOUTHERN BANK,
as attorney in Fact for MELVIN GREGG L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. CO608-00463 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Comer E. Saxon, Deceased All debtors and creditors of the Estate of Comer E. Saxon, deceased, late of Union County, Georgia, are hereby notified to **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE. Under and by
virtue of the Power of Sale contained in
Security Deed given by Carroll D. Den-

disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and

door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in August, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART to the Personal Representative(s) 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 July, 2013. 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 re-65 Courthouse Street, Suite 8 Blairsville, GA 30512 maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-NOTICE TO DEBTORS AND CREDITORS IN RE: Estate of James Conrad Gilreath, All debtors and creditors of the Estate of James Conrad Gilreath, 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). NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, IN RE: Estate of Elmer C. Thompson, Deceased
All debtors and creditors of the Estate
of Elmer C. Thompson, 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 19th day of July, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8

petual easement for the use of the subdivision roads for ingress and egress to the above described property. MR/kh2 8/6/13 Our file no. 5109913 - FT7 Inc. have been delivered to the Secretary of State for filing in accordance with the Geor-gia Business Corporation Code. The initial registered office of the corporation is lo-cated at 262 Agape Drive, Blairsville, Geor-gia 30512 and its initial registered agent at **NOTICE OF SALE UNDER POWER,** UNION COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Chad G. Smith to Mortgage Electronic Registration Systems, Inc. as nominee for New American Funding dated 3/2/2009 and recorded in Deed Book 793 Page 302, UNION County, Georgia records; as last transferred to Wells Fargo Notice is given that Articles of Incorpora-tion that will incorporate UC Takedown Club, Inc. have been delivered to the Sec-retary of State for filing in accordance with the Georgia Non-Profit Corporation Code. Bank, NA, conveying the after-described property to secure a Note in the original principal amount of \$ 255,453.00, with in-The initial registered office of the corpora-tion is located at 46 Jones Road, Blairsville, Union County, Georgia 30512 and its initial terest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on August 06, 2013 (being the first Tuesday registered agent at such address is Robert E. Williams. of said month unless said date falls on a Federal Holiday), the following described

> (or parties) in possession of the subject property is (are): Chad G. Smith or tenant Wells Fargo Bank, NA is the entity or indi-vidual designated who shall have full au-thority to negotiate, amend and modify all terms of the mortgage pursuant to estab-lished guidelines. Wells Fargo Bank, NA Loss Mitigation 3476 Stateview Boulevard Fort Mill, SC 29715 1-800-662-5014 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

> Deed first set out above.
> The sale will be conducted subject to (1) confirmation that the sale is not prohibited

under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security

Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and

non-iudicial sales in the State of Georgia the Deed Under Power and other foreclo-sure documents may not be provided until

final confirmation and audit of the status of the loan as provided immediately above. Wells Fargo Bank, NA as agent and Attorney

property was stored in the Union County Sheriff's Office Evidence Room for over 90 days and no person has laid claim to said property. Any party claiming an interest in said prop-erty is hereby further notified that you must file a claim in accordance with O.C.G.A. 17- within 30 days of the fourth publication of the Notice of Disposition of Unclaimed Property in the North Georgia News by serving said claim to the undersigned seizing agency by certified mail, return receipt requested. The serial number to the above listed items have been partially hidden, owner must be able to prove which case the items was exized from or have valid.

STATE OF GEORGIA
COUNTY OF UNION
NOTICE OF SALE UNDER POWER
IN DEED TO SECURE DEBT
Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Keith P. Foster, Jr. to Mortgage Electronic Registration Systems, Inc. as nominee for Heritage Lending & Investments, LLC in the original principal amount of \$180,000.00 dated 04/22/2005, and recorded in Deed Book 579, page 27, Union County records, said Security Deed being last transferred and assigned to U.S. Bank, National Association in Deed Book 926, page 84, Union County records, the under-signed 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 August, 2013 by U.S. Bank National Association aka U.S.

Bank, N.A, as Attorney-in-Fact for Keith P. Foster, Jr. the following described prop-All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 164 of Union County, Georgia, containing 2.7 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated December 14, 2000, and recorded in Union County Records in Plat Book 46, Page 195. Said plat is incorporated herein by ref-

erence hereto for a full and complete de-scription of the above described property. Property known as: 3313 Nottely Dam Road, Riarsville, GA 30512

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 paying the came and all expenses of sale in 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 Keith P. Foster, Jr. subject to the following:

(1) all prior restrictive covenants, ease-ments, rights of way, or expended. ments, 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 outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, 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 Bank, N.A notes 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 PH: 800-365-7772
Pursuant to 0.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 Keith

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. 12-53030-7 NOTICE OF SALE UNDER POWER, UNION COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Christina L Comstock and James D Comstock to Option One Mortgage Corporation, a California Corporation dated 10/24/2005 and recorded in Deed Royk 611 Page 427 UNION County Deed Book 611 Page 427, UNION County, Georgia records; as last transferred to Deutsche Bank National Trust Company,

Foster, Jr.

as Trustee for HSI Asset Securitization Corporation Trust 2006-0PT3, Mortgage Pass-Through Certificates, Series 2006-0PT3, conveying the after-described property to secure a Note in the original principal amount of \$ 236,800.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on August 06, 2013 (being the first Tuesday of said month unless said data falls on a Endard Holiday)

unless said date falls on a Federal Holiday),

All that tract or parcel of land lying and be-

ing in the 17th District, 1st Section, Land Lot 211 of Union County, Georgia, and being Lots 85, 86 and 87 of Bryant Cove Subdivi-

Lous os, oo aid not of the Bryant Cover Subulvision, containing 4.706 acres, more or less, as shown on a plat of survey by Southern Geosystems, Ltd., dated September 19, 2005 and recorded in Union County Records in Plat Book 56, Page 201, 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 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 made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 1660 Jenkins Trail, Blairsville, GA 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 (or par-ties) in possession of the subject property is (are): James D Comstock or tenant or tenants. Ocwen Loan Servicing, LLC is the entity or

individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to es-

Note, however, that such entity or individual is not required by law to negotiate, amend

or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-

ing taxes which are a lien, but not yet due and payable), (b) unpaid water or sew-age bills that constitute a lien against the

property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of

tablished guidelines. Ocwen Loan Servicing, LLC Foreclosure Loss Mitigation

Suite 100 West Palm Beach, FL 33409

1661 Worthington Road

1-877-596-8580

any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Deutsche Bank National Trust Company, as Trustee for MSI Asset Sequification Company. Trustee for HSI Asset Securitization Corporation Trust 2006-0PT3, Mortgage Pass-Through Certificates, Series 2006-0PT3 as agent and Attorney in Fact for Christina L
Comstock and James D Comstock
Aldridge Connors, LLP, 15 Piedmont Center,
3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1017-251A

N(Jul10,17,24,31)B

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA, COUNTY OF UNION
Under and by virtue of the Power of Sale
contained in a Deed to Secure Debt given
by Lorrie K Mashburn and Clifford R
Jones Jr to Mortgage Electronic RegISTRATION SYSTEMS, INC. ("MERS"), AS
NOMINEE FOR PHH MORTGAGE CORPORATION details of 10/23/2000 and Departed on

TION , dated 09/23/2009, and Recorded on 09/23/2009 as Book No. 813 and Page No. 6926, UNION County, Georgia records, as last assigned to PHH MORTGAGE CORPORATION (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$98,188.00, with interest at the rate specified therein there will est at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the UNION County Courthouse within the legal hours of sale on the first Tuesday in August, 2013, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT 1ST SECTION; LAND LOT 36 OF UNION COUNTY, GEORGIA, CONTAINING 156 ACRES MORE OR LESS CONTAINING 1.56 ACRES, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS; BEGINNING AT THE POINT WHERE THE CENTERLINE OF AN OLD ROAD BETWEEN THIS PROPERTY AND THE LOVE PROPERTY INTERSECTS THE SOUTH RIGHT-OF-WAY LINE OF THE IDEN SMITH MILL ROAD. THENCE OF THE JOHN SMITH MILL ROAD; THENCE THREE(3) COURSES AND DISTANCES ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF JOHN SMITH MILL ROAD AS FOL-LOWS: N 65 DEGREES E 190 FEET, N 75 DE-GREES E 74 FEET, N 80 DEGREES E 41 FEET, GREES E 74 FEET, N 80 DEGREES E 41 FEET, THENCE S 432 FEET TO THE CENTERLINE OF A CREEK; THENCE TWO (2) COURSES AND DISTANCES ALONG AND WITH THE SAID CENTERLINE AS FOLLOWS: N 88 DEGREES W 48 FEET TO THE POINT WHERE THE SAID CENTERLINE OF THE CREEK INTERSECTS THE CENTERLINE OF THE OLD ROAD; THENCE FOUR (4) COURSES AND DISTANCES ALONG WITH THE SAID CENTERLINE OF THE OLD ROAD AS FOLLOWS: N 3 DEGREES THE OLD ROAD AS FOLLOWS: N 3 DEGREES

45' W 76 FEET, N 25 DEGREES 30' W 84 FEET, N 41 DEGREES 15' W 94 FEET, N 41 DEGREES

W 138 FEET TO THE POINT OF BEGINNING. The debt secured by said Deed to Secure Debt has been and is hereby declared due

because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). PHH MORTGAGE CORPORATION holds the duly endorsed Note and is the current assignee of the Security Deed to current assignee of the Security Deed to the property. PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP., acting on behalf of and, as necessary, in consultation with PHH MORTGAGE CORPORATION (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. may be contacted at: PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP., 2001 BISHOPS GATE BLVD., MT. LAUREL, NJ 08054, 800-750-2518. Please note that, pursuant to 0.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the sub-ject property known as 7064 JOHN SMITH ROAD E, BLAIRSVILLE, GEORGIA 30512 is/ are: LORRIE K MASHBURN AND CLIFFORD R JONES JR or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first

set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and suidi

Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A.

Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State

of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the sta-

until mila commination and adult of the Status of the loan as provided in the preceding paragraph. PHH MORTGAGE CORPORATION as Attorney in Fact for LORRIE K MASH-BURN AND CLIFFORD R JONES JR. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION ORTAINED WILL DE LICED FOR THAT

MATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20120028701447 BARRETT DAF-FIN FRAPPIER LEVINE & BLOCK, LLP 15000

Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. N(Jul10.17.24.31)B

Under and by virtue of the Power of Sale contained in a Security Deed given by Horris Trice and Nancy S Trice to Fifth Third Mortgage Company, dated January 10, 2012, recorded in Deed Book 892, Page 743, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY THOUSAND FIVE HUN-DRED AND 0/100 DOLLARS (\$180,500.00), with interest thereon as set forth therein, with interest thereoff as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in August, 2013, the following described property SEE EV. the following described property: SEE EX-HIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby de-clared due because of, among other pos-sible events of default, failure to pay the

USED FOR THAT PURPOSE.

indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Fifth Third Mortgage Company is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Fifth Third Bank, 5001 Kingsley Drive, MD 1MOB-BW, Cincinnati, OH 45227, 800– 375-1745opt3. To the best knowledge and belief of the undersigned, the party in pos-session of the property is Morric Trice and session of the property is Horris Trice and Nancy S Trice or a tenant or tenants and said property is more commonly known as 615 Pit Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Fifth Third Mortgage Company as Attorney in Fact for Horris Trice and Nancy S Trice McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/tah 8/6/13 Our file no. 5850312-FT17 EXHIBIT "A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 28 & 29 of Union County, Georgia, containing 1.99 acres, more or less, and being Lot 11 of Walter Bauen Subdivision as shown on a plat of survey by Jack Stanley, Union County Surveyors, dated May 11, 1981, and recorded in Union County Records in Plat Book J, Page 178. Said plat is incorporated herein, U.S. Bank National Association aka U.S. Bank, N.A, as Attorney-in-fact for Keith P. by reference hereto, for a full and complete description of the above described proper-ty. The improvements thereon being known This law firm is acting as a debt collector attempting to collect a debt, any informaas 615 Pit Road, Blairsville, GA 30512 Being the same property which, by Deed dated September 8, 2000, and recorded in the Office of the Register of Deeds of the County of Union, Georgia, in Book 354, Page 487, was granted and conveyed by Horris Trice

> 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 Banking 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 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 to referently larer 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 August 2013 by the secured creditor, Branch Banking and Trust Company, as Attorney in Fact for Kethloes A. Wellong Texasia C. Wello ell.

> and trust company, as Autorney III reat for Kathleen A. Wells and Francis G. Wells, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE

10TH DISTRICT, 1ST SECTION, LAND LOT 77

OF UNION COUNTY, ESCRIBIN, LAND LUT //
OF UNION COUNTY, EGENGIA, AND BEING
LOT 4 OF ENCHANTED FOREST SUBDIVISION, CONTAINING 2.208 ACRES, MORE OR
LESS, AS SHOWN ON A PLAT OF SURVEY BY
TAMROK ASSOCIATES, INC., DATED MAY 21,
1999, AND RECORDED IN UNION COUNTY
PECCORDS IN PLAT BOOK 42 PAGE 236 SAIN

RECORDS IN PLAT BOOK 42, PAGE 236. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE 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

declared due because of default under the terms of said Security Deed and Note, in-cluding but not limited to the nonpayment

of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying

unto Horris Trice and Nancy S. Trice. MR/tah 8/6/13 Our file no. 5850312 - FT17

N(Jul10,17,24,31)B

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 zonaffect 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; 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 supeway and any other matters of record superior 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 person or entity who has the full authority to negotiate, amend, and modify all terms of the mortgage is: Branch Banking and Trust Company, 150 Stratford Road, Suite 201, Winston-Salem, NC 27104 TEL (866) 909-4852. THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OB-TAINED WILL BE USED FOR THAT PURPOSE. The Geheren Firm, P.C., 4828 Ashford Dunwoody Road, 2nd Floor, Atlanta, GA 30338 TEL (678) 587-9500. **NOTICE OF SALE UNDER POWER** IN SECURITY DEED STATE OF GEORGIA Under and by virtue of the Power of Sale contained in the Security Deed from Fred S. Roberts to Bank of Hiawassee dba Bank of Blairsville, dated October 24, 2001, filed November 2, 2001 in Deed Book 393, Page 559, in the offices of the Clerk of the Superior Court of Union County, Georgia; as last modified by those certain Modifications of Deed to Secure Debt dated November 27,

further modified from time to time, collec-tively, the "Security Deed"); and pursuant to that certain Consent Order entered April 26, 2013 in Chapter 13, Case No. 13-20752-reb, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division; the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County,

Deed to Secure Debt dated November 27, 2009, filed December 4, 2009 in Deed Book 820, Page 126, aforesaid records and Deed Book 820, Page 130, aforesaid records; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 853, Page 642 aforesaid records (as same may have been further modified from time to time. collec-

Georgia, during the legal hours of sale, on the first Tuesday in August, 2013, the fol-lowing described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING ALL TMAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 254, 9th DISTRICT, 1st SECTION, UNION COUNTY, GEORGIA, AND BEING SEVEN (7) ACRES, MORE OR LESS, AND BEING FULL DESCRIBED I A PLAT OF SURVEY OF JL. GRAY, SURVEYOR, ON 9/28/55; SAID PLAT READING AS FOLLOWS: BEGINNING AT A STAKE LOCATED IN THE WEST RIGHT OF WAY LINE OF GEORGIA HIGHWAY #325 (THIS POINT ALSO BEING LOCATED ON THE ORIGINAL EAST-WEST LAND LOT LINE THAT LIES ON THE NORTH SIDE OF LAND OT #254); THENCE WEST ALONG AND LOT LINE THAT LIES ON THE NORTH SIDE OF LAND OT #254); THENCE WEST ALONG AND WITH THE ORIGINAL EAST-WEST LAND LOT LINE, 693 FEET TO A STAKE; THENCE S 13 W 462 FEET TO A STAKE; THENCE DUE EAST 693 FEES TO A STAKE IN THE WEST RIGHT OF WAY LINE OF GEORGIA HIGHWAY#325; THENCE ALONG AND WITH THE WEST RIGHT OF WAY LINE OF GEORGIA HIGHWAY #325, 462 FEET TO THE PLACE OF BEGINNING. The John Secured by the Security Deed is The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated November 27, 2009 from Fred S. Roberts to the Bank of Blairsville in the original principal amount of \$160,173.95 and that certain Renewal Note dated November 27, 2000 in the original principal. vember 27, 2009 in the original principal amount of \$49,592.15 (as same may have been further renewed or modified, collectively, 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 foreclosable according to its terms.
The above-described real property will be

sold to the highest and best bidder for cash as the property of Fred S. Roberts, the pro-ceeds to be applied to the payment of said

indebtedness, attorneys' fees, and the law-ful 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 In-

ternal Revenue 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 Fred S. Roberts. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Fred S. Roberts, and tenants holding under him.
Park Sterling Bank, successor in interest to Citizens South Bank, as successor in interest to Bank of Hiawassee dba Bank of Blairsville as Attorney-in-Fact for Fred S. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY
Under and by virtue of the Power of Sale contained in that certain Security Deed from Whitner Daniel Parker and Errin Michelle Parker a/k/a Errin Wilson Parker ("Grantors") to Community & Southern Bank ("Grantee"), dated July 27, 2010, filed August 5, 2010, and recorded in Deed Book 840, Page 51, Union County, Georgia Records (the "Security Deed"), conveying the after-described property to secure that certain Promissory Note and Truth-In-Lending Disclosures dated July 27, 2010

Lending Disclosures dated July 27, 2010 from Grantors payable to Grantee in the original principal amount of Twenty Nine Thousand Eight Hundred Seventy Three and 62/100 Dollars (\$29,873.62), with interest thereon as set forth therein (as amended and renewed the "Nate") there will be sold

and renewed, the "Note"), 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 August, 2013, the following described property: the following described property:
All that tract or parcel of land lying and being in Land Lot 114, 9th District, 1st Section,
Union County, Georgia, containing 1.045
acres and being Lot Eighty-Three (83) of
The Sanctuary at Lake Nottely as shown on
a plat of survey by Rochester & Associates,
Inc., dated 08/13/2002 and recorded in Plat
Book 48, Page 216, Union County records,
which description is incorporated herein by
reference and made a part hereof.

reference and made a part hereof. Subject to that certain non-exclusive per-petual easement for ingress and egress

along the subdivision roads.
Further subject to easements, restrictions and reservations of record not coupled with a right of reverter and taxes for the current year.
The indebtedness secured by said Security Deed has been and is hereby declared due and payable because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given as provided by law). The property will be sold for cash or cer-tified funds and subject to any and all matters of record superior to said Security Deed, outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, zoning ordinances, restrictions, covenants, easements against the property, if any, and subject to any unpaid water and waste bills that constitute liens against the property, whether due and payable or not yet due and payable. The sale will be conducted as set forth herein subject to (1) confirmation prior to the sale that the sale is not prohibited under the U.S. Bankruptcy Code and (2) final confirmation and audit prior to the sale of the status of the loan with the holder of the Security Deed. Grantee reserves the right to sell the prop-erty in one parcel or as an entirety, or in such parcels as Grantee may elect, as per-

half of the secured creditor: Community & Southern Bank, Attn: Foreclosures, 4800 Ashford-Dunwoody Road, Suite 200, Dunwoody, Georgia 30338, (678) 293-1231. O.C.G.A. § 44-14-162.2 states in pertinent part that, "nothing in this subsection shall be construed to require a secured creditor to negotiate, amend, or modify the terms of a mortgage instrument." To the best of the undersigned's knowledge and belief, the property consists of 1.045 acres, designated as Lot 83, The Sanctuary at Lake Nottely, Blairsville, Union County, Georgia, 30512, and the parties in pos-session of the property are Whitner Daniel Parker, Errin Michelle Parker a/k/a Errin Wilson Parker, or their tenant or tenants.

COMMUNITY & SOUTHERN BANK, as Attorney-in-Fact for Whitner Daniel Parker and Errin Michelle Parker a/k/a Errin Wilson

Thompson, O'Brien, Kemp & Nasuti, P.C. 40 Technology Parkway South, Suite Norcross, Georgia 30092

(770) 925-0111

The following information is being provided in accordance with 0.C.G.A. § 44-14-162.2. Community & Southern Bank is the secured creditor under the Security Deed and loan being foreclosed. The following entity shall be seen the secured to the secured to the secured to the security Deed and I see the secured to the security Deed and I see the security Deed and Deed an

have full authority to negotiate, amend, and modify all terms of the above-described Security Deed and associated Note on be-

Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835, Page 291, Union County Records; said Security Deed modified by Security Deed Modification re-corded in Deed Book 875, page 619 and rerecorded in Deed Book 876, Page 374, Union County, Georgia records, said Security Deed being given to secure a Note from BRIAN HOCKMAN and LISA HOCKMAN dated April 29, 2010 in the original principal amount of Two Hundred Twenty Two Thousand One Hundred Nine and 51/100 (\$222,109.51) Dollars, with interest from date at a rate per cent per anymous the unpaid belance until 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 August, 2013, the following described property: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lots 128 & 161, Union County, Georgia, containing 1.53 acres, more or less, as shown on a plat of survey by Lane S. Bishop, G.R.L.S No. 1575, dated August 10, 1993, and recorded in Plat Book 31, page 25, in the office of the Clerk of Superior Court of Union County, Georgia. Reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein and for a more complete metes and bounds description of the property herein described. The above described property is conveyed subject to any and all easements and rights-of-way as shown on the aforemen-tioned plat of survey and as appearing of record.

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

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 BRIAN HOCKMAN and LISA DEEL a/k/a LISA DEEL HOCKMAN or a tenant or COMMUNITY & SOUTHERN BANK, as attorney in Fact for BRIAN HOCKMAN and LISA DEEL a/k/a LISA DEEL HOCKMAN L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00468 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. COUNTY OF UNION

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. AM 190-00125

rom MELVIN GREGG PAYNE, 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 Aurust 2013 the following

first Tuesday in August, 2013, the following

described property:
All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lots 14 & 23 of Union County, Georgia, containing 15.9 acres, more or less, and being

Tract A as shown on a plat of survey by Jack Stanley, Union County Surveyor, dated November 28, 1983 and recorded in Union County Records in Plat Book O, Page 31. 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 7th District,

1st Section, Land Lot 23 of Union County, Georgia, containing 1.72 acres, more or less and being Tract Two as shown on a

plat of survey by Rochester & Associates, Inc., dated October 10, 2000 and recorded in Union County Records in Plat Book 46,

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 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 MELVIN GREGG PAYNE or a tenant or tenants.

COMMUNITY & SOUTHERN BANK,
as attorney in Fact for MELVIN GREGG

L. Lou Allen

Stites & Harbison, PLLC 520 West Main Street

STATE OF GEORGIA

Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00462

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF GEORGIA
COUNTY OF UNION
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from JAMES
R. SOUTHERN, JR. to UNITED COMMUNITY
BANK, dated May 8, 2006, recorded May
11, 2006, in Deed Book 646, Page 72, Union
County, Georgia records, as last modified
by Modification of Security Deed dated August 20, 2012, recorded September 6, 2012

gust 20, 2012, recorded September 6, 2012 in Deed Book 914, Page 127, Union County, Georgia records, said Security Deed be-

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 August, 2013, the following described property: Tuesday in August, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 187, 17th District, 1st Section, Union County, Georgia containing 0.74 acres, more or less, as shown on a plat of survey by Bruce Hunt, County Surveyor, dated May 1979 as recorded in Plat Book 1, Page 98, Union County, Georgia records and being more particularly described as follows:

To reach the true point of beginning start at the intersection of Track Rock Gap Road

and U.S. Highway #76 thence in a Westerly direction with U.S. Highway #76, 2,640 feet to the intersection of the South right of way

The property is subject to an easement of ingress and egress over the existing private driveway from U.S. highway #76 to the Northwest corner of the above described property as shown on the above referenced

The property is subject to a water right to the spring located approximately due west 250 feet from a point North 28 dg 30' West

45 feet from the intersection of the cen-terline of Bitter Creek and the centerline of the ditch which is the West boundary

of the above described property, includ-ing the right to maintain, repair of install a water line, with a maximum diameter of

one (1) inch, from said spring to the above described property. This being the spring which presently supplies water to the dwelling house located on said property. The debt secured by said Security Deed has been and is hereby declared due because of among other possible events of

ing 12.19 acres as shown on a plat of survey by William F. Rolader, RS #2042, dated 3/15/89, and recorded in Plat Book U, Page 199, Union County records, which description on said plat is incorporated herein by reference and made a part hereof. Subject to a non-exclusive easement of ingress and egress over the existing road as shown on said plat and the reservation described in a warranty deed recorded in Deed Book 142, pages 679-680, Union County records. ALSO: An easement of ingress and egress and an exclusive water right as described in a warranty deed recorded in Deed Book 1442, page 681, Union County records. LESS & EXCEPT THE FOLLOWING: A 2.50 acre tract as shown on a plat of survey by Blairsville Surveying Co., RS#2228, dated 11/23/98, revised 2/17/06 and recorded in Plat Book 58, page 139, Union County records, conveyed to Kenneth Cook by warranty deed 5/11/06, and recorded in Deed Book 646, page 137, Union County records and further conveyed to Kenneth records and further conveyed to Kenneth Cook and Eloise L. Cook by warranty deed dated 5/11/06, and recorded in Deed Book 647, page 327, Union County records. A 5.0 acre tract as shown on a plat of survey by Blairsville Surveying Co., R.S #2228, dated 10/24/94, and recorded in Plat Book 31, page 231, Union County records. Said property is commonly known as: 4897 Kenneth Cook Drive, Blairsville, GA 30512 The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the 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 attorney's 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; special assessments; all outstanding bills for public unities which constitute liens upon said property; all restrictive covenants, easements, rights-of-way and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the parties in possession of the property are Tommy R. Cook or the Es-tate of Tommy R. Cook or tenant(s). KENNETH COOK AND ELOISE COOK as Attorney in Fact for TOMMY R. COOK OR THE ESTATE OF TOMMY R. COOK Contact: Cary D. Cox CARY D. COX, P.C. P.O. Box 748
Blairsville, GA 30514
(706) 745-7420
THIS LAW FIRM IS ATTEMPTING TO COL-

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

SECURITY DEED

By virtue of a Power of Sale contained in

that certain Security Deed from Tommy R. Cook to Kenneth and Eloise Cook, dated 20th Day of October, 2006, recorded in Deed

Book 676, Page 267-268, Union County, Georgia records, said Security Deed having been given to secure a Note of even date

in the original principal amount of Fifty Thousand and 00/100 (\$50,000.00) Dol-lars with interest thereon as provided for

therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia,

within the legal hours of sale on the first Tuesday in August, 2013, the following de-

All that tract or parcel of land lying and being in Land Lot 124, 16th District, 1st Section of Union County, Georgia, contain-

scribed property:

date in the original principal amount of One Hundred Nineteen Thousand and 00/100 (\$119,000.00) Dollars with interest thereon as provided for therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in August, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 175, 9th District, 1st Section, Union County, Georgia, and more particularly described as follows: BEGINNING at the point of intersection of the Northeasterly right of way of Lake Nottley Drive (formerly, known as Wayne Crowell Boad) All that tract or parcel of land lying and being in Land Lots 304, 308 and 309 of the 9th District, 1st Section of Union County, Geor-

LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

07/9/2013, 07/16/2013, 07/23/2013,

NOTICE OF SALE UNDER POWER IN SECURITY DEED By virtue of a Power of Sale contained in

that certain Security Deed from Audrey R.Segars and Douglas S. Segars to Richard Crowell dated 22nd Day of June, 2009, re-

corded in Deed Book 805, Page 31, Union County, Georgia records, said Security Deed having been given to secure a Note of even

easterly right of way of Lake Nottely Drive (formerly known as Wayne Crowell Road), also known as County Road #195 (having a 50 right of way) and the Easterly right of way of Blackbird Drive (being 20 feet in width); running thence Southeasterly along the Northeasterly right of way of Lake Nottely Drive 164.75 feet to an iron pin found; thence N 22 04 E 188.66 feet to an iron pin found; thence N 71 13 W 60.06 feet to an iron pin found; thence S 74 39 W 164.54

iron pin found; thence S 74 39 W 164.54 feet to the Easterly side of Blackbird Drive; thence Southerly along the Easterly side of

Blackbird Drive 80.80 feet to the point of beginning, being a tract of land containing 0.62 acre, and having a frame dwelling lo-

cated thereon, as shown on a plat of survey prepared by Jack Stanley, dated 10/26/84. The property is subject to the easement to Blue Ridge Mountain EMC recorded in Deed

Book 234, page 381, Union County records.
THIS CONVEYANCE is made subject to all

zoning ordinances, easements and restric-tions of record affecting said bargained

Said property is commonly known as: 3070 Blackbird Drive n/k/a 83 Blackbird Drive, Blairsville, GA 30512

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said

Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness

remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorney's

fees and all other payments provided for under the terms of the Security Deed and

Note.
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; special assessments; all outstanding bills for public unities which constitute liens upon

public unities which constitute liens upon

said property; all restrictive covenants, easements, rights-of-way and any other

matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the parties in

possession of the property are Audrey R. Segars and Douglas S. Segars or tenant(s). RICHARD CROWELL

Audrey R. Segars and Douglas S. Segars Contact: Cary D. Cox CARY D. COX, P.C.

Blairsville, DA 2007-(706) 745-7420 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. A7/Q/2013. 07/16/2013, 07/23/2013,

P.O. Box 748 Blairsville, GA 30514

07/9/2013, 07/30/2013

N(Jul10,17,24,31)B

STATE OF GEORGIA COUNTY OF UNION

county, deorgia, are nevely notined to render their demands and payments to the Personal Representative(s) of the es-tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Personal Personal make immediate payment the Representative(s).
This 12th day of July, 2013.
By: Kristin Stanley,
Clerk of the Probate Court a Security Deed given by Carroll D Denning and Janet H Denning to Wells Fargo Bank, NA, dated June 19, 2009, recorded in Deed Book 806, Page 222, Union County, Georgia Records, conveying the after-described property to secure a Note in the 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jul17,24,31,Aug7)B original principal amount of ONE HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED AND 0/100 DOLLARS (\$179,200.00), with NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse COUNTY OF UNION IN RE: Estate of Lydia Elizabeth Nix Saxon, Deceased All debtors and creditors of the Estate of Lydia Elizabeth Nix Saxon, deceased, late of Union County, Georgia, are hereby noti-fied to render their demands and payments

> rity 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 va-lorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. Wells Fargo curity Deed first set out above. Wells Fargo Bank, NA is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the undersioned, the party in possession of the proposed. signed, the party in possession of the property is Carroll D Denning or a tenant or tenants and said property is more commonly known as 836 Moonlight Lane, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Rapkrunter. 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. Wells Fargo Bank, NA as Attorney in Fact for Carroll D Denning and Janet H Denning McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/kh2 8/6/13 Our file no. 5109913-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 252 of Union County, Georgia, and being Tract VII of Coker Ridge Subdivision, containing 1.396 acres, more or less, as shown on a plat of survey by Rochester & Associates les dated April 25 1096 and record. ates, Inc., dated April 25, 1996, and record-ed in Union County Records in Plat Book 35, Page 124. Said plat is incorporated herein,

by reference hereto, for a full and complete description of the above described prop-erty. Subject to road easements as shown

on plat. Subject to the restrictions recorded in Deed Book 209, pages 489-490 and as amended in Deed Book 223, Pages 180-

181, Union County records. Subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 213, Page 681, Deed

Book 231, Page 680 and Deed Book 237, Page 534, Union County Records. Grantors also grants to grantee a non-exclusive per-

property: All that certain parcel of land situate in Land Lot 46, 11th District, 1st Section of the County of Union and State of Georgia containing 1.852 acres, more or less as set forth in Plat Book 57 Page 75 in the Union

Being more fully described in Book 772 Page 361 in the Union County Records.

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 the Se-curity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 10651 Wolf Pen Gap Road, Suches, GA 30572 to-gether with all fixtures and personal prop-erty attached to and constituting a part of

County Records.

Tax ID: 078A 011

erty attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party

Wells Pargu Baint, NA as agent and Attorney in Fact for Chad G. Smith Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE LISED EAD THAT DIREDSES 1009. WILL BE USED FOR THAT PURPOSE. 1000

November 29, 2006, in Deed Book 679, Page 681, Union County, Georgia records, as transferred to Community & Southern

Bank pursuant to that certain Purchase and Assumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit

Under and by virtue of the power of sale contained in a Security Deed from BRIAN

HOCKMAN and LISA DEEL a/k/a LISA DEEL HOCKMAN to Appalachian Community Bank dated November 28, 2006, recorded

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

COUNTY OF UNION
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from THOMAS
C. COLWELL to United Community Bank,
dated December 6, 2001, recorded December 12, 2001, in Deed Book 399, Page
83, Union County, Georgia records, as last
modified by Modification of Security Deed
dated May 55, 2010, recorded in Deed Book

dated May 25, 2010, recorded in Deed Book 839, Page 258, Union County, Georgia re-cords, as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 633, Union County, Georgia records, said Security Deed being given to secure a Note from THOMAS C. COLWELL, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in August, 2013, the following described property:

gia, and being 2.895 acres, as shown on a plat of survey prepared by Tamrok Associ-ates, Inc., Jon G. Stubblefield, RLS #2599,

dated 11/17/98 and recorded in Plat Book 42, page 64 of the Superior Court records of Union County, Georgia, which plat is incor-

porated herein by reference for a full and complete description of said property. Also conveyed and retained is a non-exclu-

sive perpetual easement forty (40) feet in width for ingress and egress to and from the subject property to U.S. Highway 19/

State Route 129 as shown on said plat of

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 number of naving the same 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 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 THOMAS C. COLWELL or a tenant CF SOUTHEAST LLC, as attorney in Fact for THOMAS C. COL-WELL

& Southern Bank pursuant to that certain Purchase and Assumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835, Page 291, Union County Records, said Security Deed being given to secure a Note from MELVIN GREGG PAYNE, with in-

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 MELVIN GREGG PAYNE to Appalachian Community Bank dated July 11, 2003, recorded in Deed Book 479, Page 131, Union County, Georgia records, as last modified by Modification dated March 18, 2011, recorded in Deed

dated March 18, 2011, recorded in Deed Book 867, Page 679, Union County, Geor-gia records, as transferred to Community

Page 234. 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-

ing given to secure a Note from JAMES R. SOUTHERN, JR. dated August 20, 2012, in the original principal amount of One Hundred Fifty One Thousand Seventy Seven and 95/100 (\$151,077.95) Dollars, with interest from date at a rate per cent per annum on

line of U.S. Highway #76 and the center-line of a ditch, the true point of beginning; thence along and with the centerline of said ditch five (5) courses and distances as follows: S 40 dg 30' West 50 feet, S 1 dg 45' East 40 feet, S 16 dg 45' East 36 feet, S 27 dg 0' East 20 feet, S 6 dg 30' East 50 feet to the intersection of the centerline of said ditch and the centerline of Sitter Creek: there along and with the centerline Creek; thence along and with the centerline of Bitter Creek S 87 dg 0' West 160 feet to the intersection of said centerline and the centerline of a ditch; thence along and with the centerline of said ditch six (6) courses and distances as follows: N 28 dg 30' West 45 feet' N 40 dg 15' West 41 feet, N 21dg 15' West 16 feet, N 19 dg 0' East 39 feet, N 53 dg 30' West 33 feet, N 22 dg 30' West 14 feet to the intersection of said centerline and the South right of way line of U.S. Highway #76; thence along and with said right of way lie two (2) courses and distances as follows: N 80 dg 30' East 90 feet, N 84 dg 15' East 155 feet to the true point of beginning.

cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner proas and when use and in the malma 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 been given been given. 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. spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property is JAMES R. SOUTHERN, JR. or a tenant or tenants.
UNITED COMMUNITY BANK,

as attorney in Fact for JAMES R. SOUTH-ERN, JR.

THIS LAW FIRM IS ATTEMPTING TO COL-

LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03513