## North Georgia News

Legal Notices for August 22, 2012 NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION GEORGIA, UNION COUNTY PROBATE COURT Glenda C. Taylor has petitioned to be ap-pointed Administrator of the estate of Anne IN RE: Estate of Vivian C. Martin, Deceased All debtors and creditors of the Estate of Varcissa Cooley, deceased, of said County. Vivian C. Martin, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to (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 the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before August 27, 2012. All make immediate payment to the Personal Representative(s). This 17th day of August, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 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 Blairsville, GA 30512 NOTICE TO DEBTORS AND CREDITORS IN RE: Estate of Ethel M. Stark, Deceased All debtors and creditors of the Estate of Ethel M. Stark, deceased, late of Union By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the es-Blairsville, GA 30512 tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal 706-439-6066

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 Representative(s). This 17th day of August, 2012. By: Kristin Stanley, Clerk of the Probate Court IN THE SUPERIOR COURT OF UNION COUNTY BRANCH, BANKING AND TRUST CO., JEREMY D. ADAMS. N(Aug22,29,Sept5,12)B

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA.

Representative(s)

STATE OF GEORGIA,

By: Kristin Stanley, Clerk of the Probate Court

Blairsville, GA 30512

STATE OF GEORGIA, COUNTY OF UNION

N(Aug22,29,Sept5,12)B

65 Courthouse Street, Suite 8

This 3rd day of August, 2012. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8

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

NOTICE TO DEBTORS AND CREDITORS

IN RE: Estate of Nell Berrong Turner

to me. This 2nd day of August, 2012.

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

NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Eloise Addington Grav

By: Kristin Stanley, Clerk of the Probate Court

N(Aug1,8,15,22)B

STATE OF GEORGIA, COUNTY OF UNION

Clerk of the Probate Court

NOTICE OF ARTICLES OF INCORPORATION

N(Aug1,8,15,22)B

such address is .

N(Aug22,29,Sept5,12)B

OPPORTUNITY TO COMMENT

Chattahoochee National Forest

Fannin and Towns Counties, Georgia

The Forest Service, Chattahoochee National Forest, Blue Ridge Ranger District, propos-

. the use of herbicides or do not require

This comment period coincides with pub-

This comment period coincides with public scoping and will be the only comment opportunity offered on this project (see 36 CFR 215.5 and 215.6). It is intended to provide those interested in or affected by this proposal an opportunity to make their

concerns known before the Responsible

Official makes a decision. This comment period is provided to comply with a recent

in one of the following electronic formats:

where no identifiable name is attached to

an electronic message, a scanned signa

GEORGIA, UNION COUNTY PROBATE COURT Kristin Krieger has petitioned to be appoint

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.

65 Courthouse Street, Suite 8

Chattahoochee National Forest

FY13 Growing Season Prescribed Burn Project Fannin and Towns Counties, Georgia

regulations at 36 CFR 220.6, that are ex-cluded from documentation in an Environ-

This comment period coincides with pub-

provide those interested in or affected by this proposal an opportunity to make their

concerns known before the Responsible

Official makes a decision. This comment period is provided to comply with a recent

US District Court ruling in Seguoia Forest-

keeper v. Tidwell, which invalidated certain sections of the agency's appeal regula-

tions. Those who provide comment or oth-

erwise express interest by the close of the comment period may be eligible to appeal

the decision pursuant to regulations at 36

and electronic comments concerning this action will be accepted for 30 calendar days following publication of this notice

in the North Georgia News and The News Observer. The publication date in the North Georgia News and The News Observer are

comment period for this proposal. Those wishing to comment should not rely upon dates or timeframe information provided by any other source. The regulations prohibit extending the length of the comment

period. Written comments must be submitted to: Andrew Baker, District Ranger, Blue Ridge

Ranger District
2042 Highway 515 W, Blairsville, GA 30512,
ATTN: FY13 Growing Season Prescribed
Burn Project. The office business hours for
those submitting hand-delivered comments
are: 8:00 a.m. to 4:30 p.m Monday through
Friday excluding holidays Oral comments

Friday, excluding holidays. Oral comments must be provided at the Responsible Offi-cial's office during normal business hours via telephone 706-745-6928 or in person.

Electronic comments must be submitted to albaker@fs.fed.us in an email message, or

in one of the following electronic formats:

rich text format (.rtf), portable document format (.pdf), or Word (.doc). In cases where no identifiable name is attached to

a comment, a verification of identity will be required for appeal eligibility. If using an

electronic message, a scanned signature is one way to provide verification. It is the re-sponsibility of persons providing comments

to submit them by the close of the comment

period. Individuals and organizations wish-ing to be eligible to appeal any decision on this project must meet the information re-

quirements of 36 CFR 215.6. Additional information regarding this ac-

tion can be obtained from: Jason Demas, Fire Management Officer, 2042 Hwy 515W, Blairsvilee, GA, 706-745-6928, jdemas@

RE: Estate of Mary Pauline Stephens All creditors of the Estate of Mary Pauline Stephens, deceased, late of Union County,

Georgia, are hereby notified to render their

demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said

estate are required to make immediate payment to the Personal Representative(s). This 26th day of July, 2012.

NOTICE OF INTENT TO DISSOLVE
The name of the corporation is Choestoe
Enterprises, Inc., the date the dissolution
was authorized was June 5, 2012. The
dissolution of the corporation was duly
approved by the shareholders in
accordance with O.C.G.A. § 14-2-1402.
In witness whereof, the undersigned
has executed this Notice of Intent to
Dissolve on 8/10/12,
Richard W. Putnam, Secretary/Treasurer
NAug15,22P

By: Kristin Stanley, Clerk of the Probate Court

Blairsville, GA 30512

65 Courthouse Street, Suite 8

NOTICE TO DEBTORS AND CREDITORS

fs.fed.us N(Aug22)B

Ranger District

fs.fed.us

NOTICE OF INTENT TO DISSOLVE

The name of the corporation is: Applewood Doors & Windows, Inc., the date the dis-

solution was authorized was: August 15,

2012. Approval of the dissolution was not required by the shareholders.

In witness whereof, the undersigned has executed this Notice of Intent to Dissolve On 8/16/12, Lori Lane

65 Courthouse Street, Suite 8

NOTICE TO DEBTORS AND CREDITORS

Blairsville, GA 30512

Blairsville, GA 30512

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

Blairsville, GA 30512

NOTICE TO DEBTORS AND CREDITORS

This 17th day of August, 2012. By: Kristin Stanley, Clerk of the Probate Court

NOTICE TO DEBTORS AND CREDITORS

COUNTY OF UNION IN RE: Estate of Bob L. Huggins, Deceased

Civil Action File No: 10-CV-110 Notice of Publication NOTICE OF PUBLICATION
BY Order for Service by Publication dated
the 11th day of January, 2012, you are
hereby notified that on the 5th day of February, 2010, BRANCH, BANKING AND TRUST
CO., filed suit against you for Confirmation COUNTY OF UNION IN RE: Estate of Katie Pearl Carithers, De-

All debtors and creditors of the Estate of Katie Pearl Carithers, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the of Foreclosure Sale. Respondent shall appear in the Superior Court of Union County and show cause why the relief requested in Petitioner's Applicaestate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal tion for Confirmation and Approval of Fore-closure Sale should not be granted before the Honorable N. Stanley Gunner, Courtroom on the 9th day of October, 2012, at 9 a.m. Witness the Honorable N. Stanley Gunner, Judge of this Superior Court This 24th day of July, 2012 Judy L. Odom, Clerk of Superior Court Union County, Georgia

NOTICE OF SEIZURE OF PERSONAL PROPERTY Pursuant to O.C.G.A. §16-13-49(n), any party claiming an interest in the following property is hereby notified that on the 6th DAY OF JUNE, 2012, said property was saized by the understand property was All debtors and creditors of the Estate of Bob L. Huggins, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the es-tate, according to law, and all persons

seized by the undersigned agency in Union County, Georgia. indebted to said estate are required to make immediate payment to the Personal Representative(s).

This 17th day of August, 2012. Property Seized: PROPERTY ONE: 2002 Harley Davidson motorcycle, VIN 1HD1BMY162Y075968 Conduct giving rise to said seizure: Said property was found in the possession of James Carlos Sparks, and was found in

close proximity to a quantity of METHAM-PHETAMINE, and was, directly or indirectly, used or intended for use to facilitate the possession, possession with intent to distribute, and/or distribution and sale of distribute, and/or distribution and sale of METHAMPHETAMINE, or was the proceeds of said activity, in violation of the Georgia Controlled Substances Act. Further, the said property was being used to transport IN RE: Estate of Thomas A. Figueroa All creditors of the Estate of Thomas A. Figueroa, deceased, late of Union County, the controlled substance by James Carlos Georgia, are hereby notified to render their demands to the undersigned according to Sparks at the time of his arrest at the Union County Courthouse, said location being in law, and all persons indebted to said estate Union County, Georgia. The owner of said property is purported to are required to make immediate payment to me. James Carlos Sparks, 299 lvy Log Creek Road, Blairsville, Georgia 30512 Any party claiming an interest in said prop-

erty is hereby further notified that you must file any claim in accordance with 0.C.G.A. §16-13-49(n)(4) within 30 days of the second publication of this Notice of Seizure in the North Georgia News, the legal organ and a newspaper of general circulation in Union County, by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, return IN RE: Estate of Irene Jones All creditors of the Estate of Irene Jones, deceased, late of Union County, Georgia, are hereby notified to render their demands to the undersigned according to law, and receipt requested.
This \_\_ day of \_\_\_\_
District Attorney all persons indebted to said estate are re-**Enotah Judicial Circuit** quired to make immediate payment to me. This 3rd day of August, 2012. **SEIZING AGENCY:** 

By: Cathy A. Cox-Brakefield Chief Assistant District Attorney 65 Courthouse Street, Box 6 (706) 439-6027 All creditors of the Estate of Nell Berrong Turner, deceased, late of Union County, GEORGIA. UNION COUNTY Georgia, are hereby notified to render their THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment LISED FOR THAT PURPOSE Under and by virtue of the Power of Sale contained in a Security Deed given by Mike
A. Youngblood to Choice Mortgage Bank,
dated June 19, 2007, recorded in Deed
Book 715, Page 288, Union County, Georgia
Records, as last transferred to The Bank of
New York Mellon Trust Company, National
Association Formerly Known As The Bank

Union County Sheriff's Office

940 Beasley Street Blairsville, Georgia 30512

(706) 439-6066

Association Formerly Known As The Bank of New York Trust Company, National Asso-ciation, As Trustee for Chase Mortgage Fi-nance Trust Series 2007-S6 by assignment recorded in Deed Book 829, Page 532, Union County, Georgia Records, conveying the af-ter-described property to secure a Nate in

All creditors of the Estate of Eloise Adding-ton Gray, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according ter-described property to secure a Note in the original principal amount of FIVE HUN-DRED TWENTY-NINE THOUSAND SIX HUN-DRED AND 0/100 DOLLARS (\$529,600.00), Representative(s) or the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 26th day of July, 2012. with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courtnignest bluder for cash before the court-house door of Union County, Georgia within the legal hours of sale on the first Tuesday in September, 2012, the following described property-All that tract or parcel of land ly-ing and being in Land Lots 164 and 197, 8th District, 1st Section, Union County, Georgia, containing 5.00 acres, as being shown on plat of survey entitled "Survey for Mike A. Youngblood and Julia D. Youngblood" by RE: Estate of Virginia Mae Prikryl All creditors of the Estate of Virginia Mae Prikryl, deceased, late of Union County, Kuykendall Surveying, Inc. dated September 28, 2004 and recorded in Plat Book 52. Page 137. Union County Records which Georgia, are hereby notified to render their demands and payments to the Personal description on said plat is incorporated herein by reference. Property is subject to Representative(s) of the estate, according matters as shown on the above plat. The to the law, and all persons indebted to said estate are required to make immediate right, if any, of The United States of America to redeem said land within 120 days from payment to the Personal Representative(s). This 24th day of July, 2012. By: Kristin Stanley, the date of the foreclosure sale held on September 4, 2012, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). 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-Notice is given that Articles of Incorpora-tion which will incorporate Tru Salon, LLC. has been delivered to the Secretary of State maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secufor filing in accordance with the Georgia Business Corporation Code (O.C.G.A. Sec-tion 14-2-201.1). The initial registered ofrity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note fice of the corporation will be located at 417 Blue Ridge Street, Unit G, Blairsville, GA 30512 and its initial registered agent at and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: The Bank of New York Mellon Trust Company, National Association Formerly Known As The Bank of New York Trust Com-

and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, FY13 Growing Season Prescribed Burn Project liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set es to conduct growing season prescribed burning. The projects are located in Fan-nin County and Towns County, Georgia. A out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Mike A. Youngblood or a project description detailing the proposal is available for review at the Blue Ridge Ranger District and http://www.fs.usda.gov/projects/conf/landmanagement/projects. The Forest Service has made a pre-liminary determination that this proposal falls within a category of actions listed in tenant or tenants and said property is more commonly known as 4868 St Hwy 325, Blairsville, Georgia 30512-2674. 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 falls within a category of actions listed in regulations at 36 CFR 220.6, that are ex-cluded from documentation in an Environconfirmation and audit of the status of the loan with the holder of the security deed. The Bank of New York Mellon Trust Company, National Association Formerly Known As The Bank of New York Trust Company, National Association, As Trustee for Chase mental Assessment (EA) or Environmental Impact Statement (EIS), and that there are no extraordinary circumstances that would preclude use of the category. Category #6 (Timber stand and/or wildlife habitat im-provement activities which do not include Mortgage Finance Trust Series 2007-S6 as

Attorney in Fact for Mike A. Youngblood Johnson & Freedman, LLC 1587 Northeast

Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/vai 9/4/12 Our file no. 1351211-FT20

GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE

NOTICE OF SALE UNDER POWER

pany, National Association, As Trustee for Chase Mortgage Finance Trust Series 2007-

S6. JPMorgan Chase Bank, National Associ-

ation can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus,

OH 43219, to discuss possible alternatives to foreclosure, and has the full authority to negotiate, amend or modify the terms of the

loan. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due

USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Laura Ferguson and Anne Ferguson to JPMorgan Chase Bank, NA, dated December 16, 2005, secondary in Part 18, 2005. US District Court ruling in Sequoia Forest-keeper v. Tidwell, which invalidated certain sections of the agency's appeal regulations. Those who provide comment or oth-erwise express interest by the close of the comment period may be eligible to appeal recorded in Deed Book 621, Page 609, Union County, Georgia Records, convey-ing the after-described property to secure the decision pursuant to regulations at 36 a Note in the original principal amount of FORTY-FIVE THOUSAND AND 0/100 DOL-CFR Part 215. Written, facsimile, hand-delivered, oral, LARS (\$45,000.00), with interest thereon as and electronic comments concerning this action will be accepted for 30 calendar days following publication of this notice set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georin the North Georgia News and The News Observer. The publication date in the North Georgia News and The News Observer are gia within the legal hours of sale on the first Tuesday in September, 2012, the following described property: Parcel ID Number: 035A-008 All that tract and parcel of land lying and being in Land Lot 75, 9th District, the exclusive means for calculating the ection, Union County, Georgia contain dates or timeframe information provided by any other source. The regulations pro-hibit extending the length of the comment ing 1.24 acres, more or less, and being Lot Twenty (20) of Madisons Point as shown on a plat of survey by Lane S. Bishop As-sociates, dated April 3, 1988, last reviewed period. Written comments must be submitted to: Andrew Baker, District Ranger, Blue Ridge April 16, 1994 and recorded in Plat Book 31, Page 127, Union County Records which description on said plat is hereby incorpo-2042 Highway 515 W, Blairsville, GA 30512, ATTN: FY13 Growing Season Prescribed rated by reference and made a part hereof. The property is subject to a roadway easement as shown on said plat. The property is subject to the restrictions recorded in Deed Book 160, Pages 40-41, modified in Deed Burn Project. The office business hours for those submitting hand-delivered comments are: 8:00 a.m. to 4:30 p.m Monday through Book 164, Page 633 and in Deed Book 166, Page 532, Union County Records. The prop-Friday, excluding holidays, Oral comments must be provided at the Responsible Offi-cial's office during normal business hours via telephone 706-745-6928 or in person. erty is subject to the powerline easement to Blue Ridge Mountain EMC recorded in Deed Book 158, Page 665, Union County Records The property is subject to those reserva-

tions retained by the TVA in that special warranty deed dated May 21, 1658 between the U.S.A. and Champion Fiber Company

recorded in Deed Book 00, Pages 585-586, Union County Records. The property is suba comment, a verification of identity will be required for appeal eligibility. If using ject to the right of way to Union County, Georgia, recorded in Deed Book 325, Page 684, Union County Records. Grantor grants the grantee the above described property comments to submit them by the close of subject to the easement as shown on the aforementioned plat, said easement shall be for lake access only for lots in Madiany decision on this project must meet the sons Point and not contiguous with Lake information requirements of 36 CFR 215.6. Additional information regarding this ac-Nottely. The debt secured by said Security Deed has been and is hereby declared due tion can be obtained from: Jason Demas, 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-maining in default, this sale will be made Fire Management Officer, 2042 Hwy 515W, Blairsvilee, GA, 706-745-6928, jdemas@ for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note ed Administrator of the estate of Michael ed Administrator of the estate of michael Dale Kinnett, 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 and Security Deed to the above-reference property and services the above-referenced loan on behalf of the current owner of the JPMorgan Chase Bank, National show cause why said petition should not be Association can be contacted at 866-582granted. All objections to the petition must be in writing, setting forth the grounds of 5208 or by writing to 3415 Vision Drive Columbus, OH 43219, to discuss possible any such objections, and must be filed with alternatives to foreclosure, and has the full authority to negotiate, amend or modify the terms of the loan. Said property will be the court on or before September 3, 2012. 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 sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters qualify to file as an indigent party. Contact which might be disclosed by an accurate probate court personnel at the following address/telephone number for the required survey and inspection of the property, any assessments, liens, encumbrances, zoning

ordinances, restrictions, covenants, and

matters of record superior to the Security Deed first set out above. To the best knowl-

edge and belief of the undersigned, the

party in possession of the property is Laura Ferguson and Anne Ferguson or a tenant or tenants and said property is more com-monly known as 207 Marie Ln, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankrupto Code and (2) to final confirmation and audi of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association aka JPMorgan Chase Bank, NA as Attorney in Fact for Laura Ferguson and Anne Ferguson Johnson & Freedman, LLC 1587 Northeast Express-The Forest Service, Chattahoochee Na-tional Forest, Blue Ridge Ranger District, way Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/vai 9/4/12 Our file no. 1389912-FT20 proposes to conduct growing season pre-scribed burning. The projects are located in Fannin County and Towns County, Georgia. A project description detailing the proposal is available for review at the Blue Ridge Ranger District and http://www.fs.usda. gov/projects/conf/landmanagement/projects. The Forest Service has made a pre-liminary determination that this proposal **GEORGIA. UNION COUNTY** Bevirtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from JAMES CARLOS SPARKS, JR ("Grantor") to CHASE AND LEVI d/b/a A CLASS BONDING ("Grantee"), dated June 7, 2012, recorded June 11, 2012, in Deed Book 905, Page 413, Ninc Cauty Georgia Peocreta and Secure 11, 2012, in Deed Book 905, Page 413, Ninc Cauty Georgia Peocreta falls within a category of actions listed in mental Assessment (EA) or Environmental Impact Statement (EIS), and that there are no extraordinary circumstances that would Union County, Georgia Records, said Secu rity Deed being given to secure a Note of preclude use of the category. Category #6 (Timber stand and/or wildlife habitat im-provement activities which do not include even date in the original principal amount of Thirty-Three Thousand Nine Hundred Fifteen and 00/100 Dollars (\$33,915.00), with the use of herbicides or do not require interest from date at the rate as provided therein on the unpaid balance until paid.
Whereas the debt secured by the said deed to secure debt aforesaid, has become in lic scoping and will be the only comment opportunity offered on this project (see 36 CFR 215.5 and 215.6). It is intended to default as to the principal and interest and

the holder thereof has declared the entire

indebtedness as once, immediately due and payable; now, therefore, pursuant to the terms, provisions, and conditions of the

aforesaid deed to secure debt and the laws

in such cases made and provided for, there will be sold by the undersigned at public

outery to the highest bidder for eash before

outery to the ingliest bluder for cash before the Courthouse door in Blairsville, Union County, Georgia, within the legal hours of sale on the first Tuesday in September, 2012, the following described real property to with

All that tract or parcel of land lying and be

ing in Land Lot 132 of the 9th District, 1st Section of Union County, Georgia, contain-

ing 10 acres, more or less, and being more articularly described as follows Beginning at corner #4 of U.S.A. Tract 1658 property line follows the meanders of ridgetop in the general Northeast direction 310 ft. to a planted stone in a mound of stones. Inence 335 degrees 18 ft. 1600 ft. to a planted stone thence 156 degrees 16 ft. 1225.3 ft. to point of beginning.

Property Address: Land Lot 132, 9th District, 1st Section, Union County, GA 30512
The debt secured by the Security Deed has been and is hereby declared due because of, among other possible events of default, failure to comply with the terms of 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, including attorneys' fees (notice of intent to collect attorneys' fees having hear signs). ing 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 dis-closed by an accurate survey and inspec-tion of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out To the best knowledge and belief of Grant-ee, the above described property is in the possession of James Carlos Sparks, Jr., or a tenant or tenants, and will be sold subject to the outstanding ad valorem taxes and/or assessments, if any. Chase and Levi, LLC d/b/a A Class Bonding As Attorney in Fact for

James Carlos Sparks, Jr.

Under and by virtue of the Power of Sale contained in that certain Security Deed and Agreement from Joseph P. Doxey and Elena Doxey ("Grantors") to Community & Southern Bank, as successor in interest to Appalachian Community Bank, by virtue of Assignment from the FDIC, as Receiver for Appalachian Community Bank ("Grantee") dated March 24, 2009, filed March 25, 2009, recorded in Deed Book 793, Page 552, Union County, Georgia Records (the "Security Deed"). conveying the after-"Security Deed"), conveying the after-described property to secure that certain Universal Note dated March 24, 2009, from Grantors payable to Appalachian Commu-nity Bank, in the original principal amount of Two Hundred Fifty-Three Thousand Two

Hundred Sixty-Five and 08/100 Dollars (\$253,265.08), with interest thereon as set forth therein (as modified 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 September, 2012, the following described property: described property:
All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 246 of Union County, Georgia, and being Tract 18, containing 1.01 acres, more or less, as shown on a plat of survey by Landtech Services, Inc., dated February 2, 2007 and recorded in Union County Research in Plat Peole Fo. Decord 18. Soid Just 2007 cords in Plat Book 59, Page 158. Said plat is incorporated herein by reference hereto, for a full and complete description of the above described property.

TOGETHER WITH a non-exclusive perpetual easement for the use of the roads for inress and egress to the above described property.
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, and 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 sub-ject 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. Grantee reserves the right to sell the property in one parcel or as an entirety, or in such parcels as Grantee may elect, as permitted in the Security Deed. To the best of the undersigned's knowledge

and belief, the property is located at 3118
Pat Colwell Road, Blairsville, Union County,
Georgia 30512 and the parties in possession of the property are Joseph P. Doxey
and Elena Doxey, or their tenant or tenants.
COMMUNITY & SOUTHERN BANK, as sucgessor in interest to Annalachian Commucessor in interest to Appalachian Community Bank, by virtue of Assignment from the FDIC, as Receiver for Appalachian Community Bank, as Attorney-in-Fact for Joseph P. Doxey and Elena Doxey
Thompson, O'Brien, Kemp & Nasuti, P.C.
40 Technology Parkway South Suite 300 Norcross, Georgia 30092 (770) 925-0111 N(Aug8,15,22,29)B 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 Barbara Colwell to Mortgage Debt from Barbara Colwell to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$183,000.00 dated 02/11/2008, and recorded in Deed Book 748, page 235, Union County records, said Security Deed being last transferred and assigned to U.S. Bank, National Association in Deed Book 897, Page 595,

Courthouse door in said County, during the legal hours of sale, on the first Tuesday of September, 2012 by U.S. Bank, National As-

the undersigned will sell at public outcry to the highest bidder for cash before the

sociation, as Attorney-in-Fact for Barbara Colwell the following described property:
All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 235 and 9th district, 1st Section, Land Lot 252 of Union County, Georgia, containing 2.0 acres, and being more particularly described as follows: Beginning at an iron pin on the West original Line of the Dean Property and Odom Property: thence running in an East direction 420 feet to an iron pin; thence North 210 feet to an iron pin; thence in a West direction 420 feet to the original line above-referenced; thence in a South direction with the original line to the South direction with the original line to the point of beginning.
The above property is as shown and depicted as property of "Colwell Bros." in a plat of survey for Don and Troy Phillips dated May 8, 1975 and recorded in Plat Book E, page 29 of the Union County Superior Court Clerk's Office. This property fronts on Books. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. Property known as: 361 Becky Road, Blairsville, 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 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 The Aforesaid Grantors subject to the fol-

(1) 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 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 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 PHONE: 800-365-7772 Nothing contained in this Notice of Sale shall obligate the holder and/or owner to negotiate, amend, or modify said indebted-To the best of the undersigned's knowledge and belief, the party in possession is Bar-

U.S. Bank, National Association, as Attorney-in-fact for Barbara Colwell.

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. South Terraces, Suite 1000

115 Perimeter Center Place

Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088

N(Aug8,15,22.29)B

**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 James Fisher and Sharon Fisher to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$180,000.00 dated 01/04/2007, and recorded in Deed Book 685, page 753, Union County records, said Security Deed being last transferred and assigned to CitiMortgage, Inc. in Deed Book 904, Page 206,

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 Tues-day of September, 2012 by CitiMortgage, Inc., as Attorney-in-Fact for James Fisher and Sharon Fisher the following described All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 250 and 251 of Union County, Georgia, containing 4.37 acres, more or less, as shown on a plat of survey by Bruce Hunt, Deputy Survey, dated July 1979 and recorded in Union County Records in Plat Book I. Page 267. 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 ingress and egress to the above described property. Property known as: 29 Nicholson Rd, Blairsville, 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 pay-

ing the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law).

The property will be sold as the property of

The Aforesaid Grantors subject to the fol-

(1) all prior restrictive covenants, ease-

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 enced 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 CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368 PHONE: 866-272-4749 Nothing contained in this Notice of Sale shall obligate the holder and/or owner to negotiate, amend, or modify said indebted-To the best of the undersigned's knowledge and belief, the party in possession is James Fisher and Sharon Fisher.

CitiMortgage, Inc., as Attorney-in-fact for James Fisher and Sharon Fisher.

This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.

Pendergast & Associates, P.C.

South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com NOTICE OF SALE UNDER POWER 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 Deposit Insurance Corporation in receivership 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.

curity Deed"), said Security Deed having

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 outcry to the highest bidder for cash before the courthouse door of UNION COUNTY, Georgia, within the legal hours for sale on the first Tuesday in August, 2012, 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

AND THROUGH THAT ROAD RUNNING FROM MULL ROAD TO THE ABOVE PROPERTY, AS

SHOWN ON THE ABOVE REFERRED TO PLAT

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 assessments: and all outstanding bills for assessinents, and an outstanding bins 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 Bank 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

Contact: Guillermo Todd, Esq.
Busch, Slipakoff & Schuh, LLP
3350 Riverwood Parkway, Suite 1550

Atlanta, Georgia 30339 Telephone (770) 790-3550

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

**Gunter Vaughan** 

N(Aug8.15.22.29)B

GEORGIA, UNION COUNTY
By virtue of a Power of Sale contained in that certain Security Deed and Agreement from Terry L. Callihan and J. Marty Godfrey d/b/a Callihan Quality Built Homes 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 Deposit Insurance rage 291, UNION COUNTY, GEOTIAN RECORDS, assignee of the Federal Deposit Insurance Corporation in receivership of Appalachian Community Bank) ("Community & Southern Bank"), dated April 6, 2006, filed and recorded April 7, 2006 in Deed Book 640, Page 203, Union County, Georgia 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 SEVENTY-SIX THOUSAND FO

AND 00/100THS DOLLARS (\$76,422.00) (as amended, modified, or revised from time to time, the "Note"), with interest thereon as provided for therein, there will be sold at

public outcry to the highest bidder for cash before the courthouse door of UNION COUN-

TY. Georgia, within the legal hours for sale

TY, Georgia, within the legal hours for sale on the first Tuesday in September, 2012, 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 LY-ING AND BEING IN THE 1ST SECTION, 8TH DISTRICT, LAND LOTS 120 AND 121, OF UNION COUNTY, GEORGIA, AND BEING LOT 8, UNION COUNTY, GEORGIA, AND BEING LOT 8, CONTAINING 1.122 ACRES, MORE OR LESS, OF SCOUTS RIDGE SUBDIVISION, AS SHOWN ON A PLAT OF SURVEY FOR SCOUTS RIDGE SUBDIVISION BY JAMES N. CASH, G.R.L.S. #2349 OF ROCHESTER & ASSOCIATES, INC., DATED FEBRUARY 2, 2005 AND RECORDED SEPTEMBER 29, 2005 IN PLAT BOOK 56, PAGES 148-149, UNION COUNTY, GEORGIA RECORDS. SAID PLAT IS INCORPORATED HEREIN BY REFERENCE THERETO FOR A FULL AND COMPLETE DESCRIPTION OF THE

FULL AND COMPLETE DESCRIPTION OF THE PROPERTY HEREBY CONVEYED. 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 nursees of navign the same all expenses. 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 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 Terry L. Callihan and J. Marty Godfrey d/b/a Callihan Quality Built Homes or tenant(s). The sale will be conducted subject (1) to 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 Bank and its counsel are acting as debt collectors. Any information obtained will be used for that purpose.

Community & Southern Bank as Attorneyin-Fact for Terry L. Callihan and J. Marty
Godfrey d/b/a Callihan Quality Built Homes
Contact: Guillermo Todd, Esq.
Busch, Slipakoff & Schuh, LLP
2220 Cumbard 3330 Cumberland Boulevard, Suite 300 Atlanta, Georgia 30339 Telephone (770) 790-3550

COUNTY OF UNION
NOTICE OF SALE UNDER POWER Because of a default in the payment of the indebtedness secured by a Security Deed executed by John C. Honaker and Karen M. Honaker to Wells Fargo Bank, N.A. dated October 20, 2010, and recorded in Deed

Book 847, Page 424, Union County Records, securing a Note in the original principal amount of \$376,000.00, 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, Sep-tember 4, 2012, 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-wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 227 OF THE 9TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, BEING LOT 6 MORE OR LESS 42 ACRES HOYT RAPER SUBDIVISION, ACCEPT, CUMENT OF THE PROPERTY OF METALES. AS PER SURVEY PREPARED BY B. KEITH ROCHESTER & ASSOCIATES, INC., DATED November 6, 1987, RECORDED IN PLAT BOOK T, PAGE 99, UNION COUNTY RECORDS, TO WHICH SAID PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DELINEATION OF A METES, BOUNDS AND COURSES DE-SCRIPTION. TOGETHER WITH RIGHTS OF INGRESS/ EGRESS OVER PRIVATE ROADS IN DEVEL-

DPMENT.
Said property is known as 1454 McCombs
Drive, Blairsville, GA 30512, together with
all fixtures and personal property attached
to and constituting a part of said property, 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, 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 confirmation and audit of the status of the loan with the holder of the security Notice has been given of intention to collect attorney's fees in accordance with the terms of the Note secured by said Deed.

The property, to the best information, knowledge and belief of the undersigned, being presently in the possession of John C. Honaker and Karen M. Honaker or a tenant or tenants. The proceeds of said sale will be applied to the payment of said indebtedness and all the expenses of said sale, including attorney's fees, all as pro-vided in said Deed, and the balance, if any, will be distributed as provided by law. Wells Fargo Bank, NA as Attorney-in-Fact for John C. Honaker and Karen M. Honaker File no. 12-032228 SHAPIRO & SWERTFEGER, LLP\*
Attorneys and Counselors at Law 2872 Woodcock Blvd., Duke Building, Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/KMM (770) 22U-23-37/NNINI
www.swertfeger.net
\*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE. STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Douglas M. Gibson and April

L. Rogers to Mortgage Electronic Registra-tion Systems, Inc. dated August 11, 2004, and recorded in Deed Book 540, Page 105,

and recorded in Deed Book 540, Page 105, Union County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, NA dba Americas Servicing Company by Assignment, securing a Note in the original principal amount of \$80,700.00, the holder therefore pursuant to said Deed and holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and

tre amount or said indeptenenss due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, September 4, 2012, 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 towith. described in said Deed, to-wit:
ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 35, 9TH DIS-TRICT, 1ST SECTION OF UNION COUNTY, GEORGIA, CONTAINING 2.0 ACRES AND BE-ING SHOWN AS TRACT TWO (2) ON A PLAT INC., RS # 2653, DATED APRIL 18, 1997 AND RECORDED IN PLAT BOOK 42, PAGE 63, WHICH DESCRIPTION ON SAID PLAT IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF. Said property is known as 61 Ellen Drive, 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, 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 confirmation and audit of the status of the loan with the holder of the security deed. Notice has been given of intention to collect attorney's fees in accordance with the terms of the Note secured by said Deed.
The property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Douglas M. Gibson and April L. Rogers or

sale, including attorney's lees, an as provided in said Deed, and the balance, if any, will be distributed as provided by law.

Wells Fargo Bank, NA dba Americas Servicing Company as Attorney-in-Fact for Douglas M. Gibson and April L. Rogers File no. 12-033518 SHAPIRO & SWERTFEGER, LLP\*
Attorneys and Counselors at Law 2872 Woodcock Blvd., Duke Building, Suite Atlanta, GA 30341-3941 (770) 220-2535/MD www.swertfeger.net
\*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR 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 a Security Deed given by Rex Ballew to The Mortgage People Co., dated March 11, 2003, recorded in Deed Book 457, Page 793, Union County, Georgian County, Georgian County, Company County, Control of the County of th

a tenant or tenants. The proceeds of said sale will be applied to the payment of said indebtedness and all the expenses of said

sale, including attorney's fees, all as pro-

Union County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of SIXTY-SIX THOUSAND AND 0/100 DOLLARS (\$66,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash beouter to the ingliest bluder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in September, 2012, the following described property: SEE EXHIBIT "AP ATTACHED HERETO AND MADE A PART **HEREOF The debt secured by said Security** Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner 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

liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Miamisburg, 0H 45342, 800-523-8654. Please understand that the secured creditor is not required by law to report into amend or required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Rex Carlton Ballew or a ten-ant or tenants and said property is more commonly known as 3482 Gainesville Hwy, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the LIS the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confir-mation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank, National Association as Attorney in Fact for Rex Ballew McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/mtj 9/4/12 Our file no. 5170512-FT15 EXHIBIT "A" All that or parcel of land lying being in the District, 1st Section, Land Lots 50 and 51 of Union County, Georgia contain-ing 0.64 acres, more or less, as shown on a plat of survey by Blairsville Surveying Co., dated February 20, 2003 and as recorded in Union County records in Plat Book 51, Page 157. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described prop-erty. MR/mtj 9/4/12 Our file no. 5170512

Section, Union County, Georgia, containing 1.302 acres, more or less, shown as Tract 3 on a plat of survey by Rochester & Associates, Inc., dated 2/3/05, filed and recorded in Plat Book 56, Page 319, Union County records, which description is incorporated herein by reference and made a part hereor.
The property is conveyed subject to all matters as shown on the above-referenced plat of survey.
The Property will be sold subject to all pri or easements, covenants, restrictions, and Property, or a portion thereof, may be possessed by MCJ Ventures, Inc. The Property

is being levied on to satisfy the Fi.Fa. and the lien in favor of the Bank of Hiawassee,

Citizens South Bank and Bank of Blairs-

MCJ Ventures, Inc.: Kelley, Chris and Pat-

STATE OF GEORGIA. COUNTY OF UNION

STATE OF GEORGIA, COUNTY OF UNION NO-

TICE OF JUDICIAL SALE "CAVEAT EMPTOR" in the City of Blairsville, Georgia on the 4

day of September, 2012 between the hours

of 10:00 a.m. and 4:00 p.m., there will be sold on the steps of the Union County

Courthouse, at 65 Courthouse Street, at

public cryout, to the highest bidder for cash, the following property:

Lot 3: All that tract or parcel of land lying and being in Land Lot 303, 9th District, 1st

NOTICE OF JUDICIAL SALE "CAVEAT EMPTOR"

TO WIT:

required by law. Citizens South Bank, successor in interest to Bank of Hiawas-see and Bank of Blairsville is foreclosing on its secured statutory lien pursuant to 0.C.G.A. Section 44-3-232. Note: The judg-ment holder makes no declaration or warranty of the correctness or completeness of the above information. Said Property will be sold subject to all state and county delinguent taxes, and no warranty of title as to defects of title or survey or liens an encumbrances or other title defects will be made in conjunction with the sale. The Union County Sheriff makes no warran-ties whatsoever as to the above described Property. The Sheriff specifically makes no warranty of title as to defects of title or survey or liens and encumbrances or other title defects in conjunction with the sale. The Sheriff reserves the right to re-ject any and all bids made, regardless of the amount, for the purchase of the above described Property. Purchaser shall pay all costs in connection with the sale. Govern yourself accordingly. This the 6 day of July, 2012. Scott D. Stephens, Sheriff of Union County, **NOTICE OF SALE UNDER POWER** 

sociation by assignment recorded in Deed Book 908, Page 327, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SEVENTY-SIX THOU-SAND AND 0/100 DOLLARS (\$76,000,00). with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-Inglies bluder for cash before the court-house door of Union County, Georgia within the legal hours of sale on the first Tuesday in September, 2012, the follow-ing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART **HEREOF** The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner 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

Security Deed and by law, in

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, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first

set out above. The entity that has full au-

thority to negotiate, amend, and modify all terms of the mortgage with the debtor is: PNC Mortgage, 3232 Newmark Drive, Mi-amisburg, 0H 45342, 800-523-8654. Please understand that the secured creditor is not

required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Maurice L. Butler and Leeann Butler or a tenant or tenants and said property is more commonly known as 18 Willie Hutson 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. This law firm is seek-ing solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. PNC Bank, National Association as Attorney in Fact for Maurice L. But-ler and Leeann Butler McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ras 9/4/12 Our file no. 5638312-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Denig in the Tour District, 181 Section, Land Lot 82 of Union County, Georgia containing 0.89 acres, more or less, as shown on a plat of survey by Roy A. Terrell, dated July 27, 1983 and recorded in Union County re-cords in Plat Book N, Page 184. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. MR/ras 9/4/12 Our file no. 5638312 - FT15

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY By virtue of a Power of Sale contained in that certain Security Deed from JIMMY COMBS AND JOSHUA CAIN CHEEK to BANK OF HANNESSER JAKE OF THE AND COUNTY OF HIAWASSEE d/b/a BANK OF BLAIRS VILLE dated January 6, 2006, recorded in Deed Book 624, Pages 245-253, and as modified in Deed Book 664, Page 759, Deed

Book 730, Page 149, and Deed Book 763 Page 15, UNION County, Georgia Records said Security Deed having been given to secure a Note of even date in the origi-nal principal amount of THREE HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED EIGHTY FIVE AND 00/100 DOLLARS (U.S. \$358,985.00) with interest thereon as provided for therein, said Security Deed having been last sold, assigned, transferred and conveyed to CADC/RADC VENTURE 2011-1, LLC, recorded in Deed Book 890, Pages 746-749, UNION County, Georgia re-cords, 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 SEPTEMBER, 2012 the following described property:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 17TH DISTRICT, 1ST SECTION, LAND LOT 295 OF UNION COUNTY, GEORGIA, CONTAINING 8.52 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY DELTA SURVEYORS, INC. DATED NOVEMBER 30, 2005, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 52, PAGE

226. SAID PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.
LESS AND EXCEPT: THE PROPERTY CONVEYED TO DAVID A. BOSWELL AND JEAN R. WELLED TO JAVID A. BUSWELL AND JEAN N. MCLAUGHLIN BY DEED DATED OCTOBER 27, 2006, AND RECORDED IN DEED BOOK 674, PAGE 452, UNION COUNTY, GEORGIA. LESS AND EXCEPT: THE PROPERTY CONVEYED TO JOSHUA CAIN CHEEK BY DEED DATED AUCUST 0. 2007 AND RECORDED. DATED AUGUST 8, 2007 AND RECORDED IN DEED BOOK 721, PAGE 683, UNION COUNTY GEORGIA SAID PROPERTY BEING KNOWN AS 2829 TRACKROCK CHURCH ROAD AC-CORDING TO THE PRESENT SYSTEM OF NUMBERING PROPERTY IN UNION COUNTY, GEORGIA.
ALSO KNOWN AS 687 TRACKROCK CHURCH
ROAD, BLAIRSVILLE, GEORGIA 30512 SUB-JECT TO ANY EASEMENTS OR RESTRIC-TIONS OF RECORD.
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

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 said property; all restrictive covenants, easements, rights-of-way and any other matters of record superior to said Security Sabal Financial Group, L.P., 465 North Halstead Street, Suite 130, Pasadena, California 91107, telephone number 949-

Please understand that the secured creditor is not required by law to negotiate amend or modify the terms of the mortgage instrument. Notice has been given of intention to collect attorneys fees in accor-dance with the terms of the note secured by said deed. by said used.

To the best knowledge and belief of the undersigned, the party in possession of the property is Jimmy Combs and Joshua Cain Cheek or a tenant or tenants, and said property is more commonly known as 2000. Teachers (Courted Part 1996). 2829 Trackrock Church Road, f/k/a 687 Trackrock Church Road, Blairsville, Geor-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 CADC/RADC VENTURE 2011-1, LLC

AND CONDITIONS OF THE SECURITY DEED.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **NOTICE OF SALE UNDER POWER** NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY
By virtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from WADE STEVENS AND LISA STEVENS ("Grantor") to KENNETH JENKINS ("Grantee"), dated November 4, 2011, recorded November 7, 2011, in Deed Book 884, Pages 126-127, Union County, Georgia Records,

Hundred and 00/100 Dollars (\$31,500.00).

with interest from date at the rate as pro-vided therein on the unpaid balance unti

paid. Whereas the debt secured by the said

deed to secure debt aforesaid, has become in default as to the principal and interest

and the holder thereof has declared the

File No.: SA12-0011 This Law firm is attempting to col-

**JOSHUA CAIN CHEEK** 

Perrie & Associates, LLC

100 Galleria Pkwy., N.W.

Suite 1170 Atlanta, GA 30339

(678) 501-5777

entire indebtedness as once, immediately due and payable; now, therefore, pursuant to the terms, provisions, and conditions of the aforesaid deed to secure debt and the laws in such cases made and provided for there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Blairsville, Union County, Georgia, within the legal hours of sale on the first Tuesday in September, 2012, the following described real property to wit:

scribed as follow:
BEGINNING at the centerline intersection of Old Sullivan Road and Allison Loop thence N 87 46 15 E 318.61 feet to a 1/2" rebar found, thence N 82 24 08 E 54.67 feet, N 82 24 08 E 5.85 feet, N 75 33 53 E 25.47 feet, N 75 33 53 E 40.76 feet, N 75 33 53 E 8.66 feet; N 74 28 12 E 31.03 feet; N 74 28 12 E 38.02 feet; N 74 28 12 E 1.78 feet; N 74 28 12 E 46.25 feet; N 74 28 12 E 6.49 feet; N 74 28 12 E 52.00 feet; N 74 28 12 E 63.58 feet; N 74 28 12 E 78.64 feet; S 19 37 45 W 39.75 feet; S 19 37 45 W 19.97 feet; S 07 58 17 E 19.09 feet; S 07 58 17 E 18.52 feet; S 23 33 gia Records, as last transferred to PNC Bank, National Association by assignment recorded in Deed Book 459, Page 377, 58 E 15.26 feet; S 23 33 58 E 32.79 feet; S 23 33 58 E 19.38 feet; S 26 08 17 E 12.64 feet; S 26 08 17 E 36.03 feet; S 26 08 17 E 36.00 feet; S 26 08 17 E 38.72 feet; S 26 08 17 E 33.26 feet; S 26 08 17 E 20.49 feet; S 26 14 07 E 23.40 feet; S 26 14 07 E 47.18 feet S 26 14 07 E 25.54 feet; S 20 51 13 E

39.66 feet; S 46 16 37 E 44.98 feet; S 39 25 16 E 6.10 feet; S 39 25 16 E 18 feet; S 27 25

31 E 42.98 feet: S 18 10 13 E 111.67 feet: S

09 41 27 E 39.70 feet; S 09 41 27 E 57.26 feet; S 06 03 10 W 14.25 feet, S 06 03 10 W

30.68 feet, S 04 27 28 W 19.64 feet; to the

TRUE POINT OF BEGINNING thence \$ 04 27 28 W 56.28 feet; \$ 81 52 50 W 23.67 feet, \$ 81 52 50 W 171.74 feet, N 07 42 07 W 9.64

feet, N 07 42 07 W 23.51 feet, N 75 53 12 E 178.34 feet, N 75 53 12 E 30.21 feet to the TRUE POINT OF BEGINNING.

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

The property is subject to the power pole as shown on said plat.
The property is subject to the Boundary

Line Agreement as recorded in Deed Book

299, Page 390, Union County records.
The property is subject to the Maintenance

in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payells) any matters which wight be Agreement as recorded in Deed Book 299, page 401, Union County records.
The property is subject to the Easement and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, Deed as recorded in Deed Book 299, page 403, Union County records.
The property is subject to the Easement Agreement as recorded in Deed Book 299. page 405, Union County records.
The property is subject to the Trust Indenture as recorded in Deed Book 851, pages 389-396 and Pages 397-404, Union County The property is subject to the Declaration of Restrictions as recorded in Deed Book 864, Page 598-619, Union County records. Grantor grants to grantee access for in-gress egress and utilities from Old Sullivan Road along Allison Loop as shown on said Property Address: Lot 94, River's Edge RV Park, Phase II, Blairsville, GA 30512 The debt secured by the Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to comply with the terms of 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, including attorneys' fees (notice of intent to collect attorneys' 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 the concentrations.

> in a Security Deed given by Terry Plott and Coletta Plott to H&R Block Mortgage Corporation dated 9/21/2006 and recorded in Deed Book 670 Page 4, Union County, Geor-gia records; as last transferred to Aspen Shackleton III LLC by Assignment filed for record in Union County, Georgia records conveying the after-described property to secure a Note in the original principal amount of \$ 125,800.00, 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,

> Grantee, the above described property is in

the possession of Wade Stevens and Lisa Stevens, a tenant or tenants, and will be

sold subject to the outstanding ad valorem

taxes and/or assessments, if any. Kenya L. Patton

**NOTICE OF SALE UNDER POWER,** 

As Attorney in Fact for

Kenneth Jenkins

cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner proton, Mitchell R. (collectively hereinafter referred to as "Defendant in Fi.Fa."). The Fi.Fa. and the order of foreclosure were isvided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same LA levied on as the Property of Defendant and all expenses of this sale, as provided in Fi.Fa., notice of levy and sale having been given to the Defendant in Fi.Fa. as 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 6037 Dock Jones Road W, Blairsville, Georgia 30512 together with all fixtures and personal property attached to and constitut-ing a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Terry Plott and Coletta Plott or tenant or tenants Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not vet due and payable), (b) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) 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 172.1. which allows for certain procedures the Deed Under Power and other foreclo sure documents may not be provided until final confirmation and audit of the status of LECTOR ATTEMPTING TO COLLECT A DEBT. the loan as provided immediately above ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Aspen Shackleton III LLC as agent and At-torney in Fact for Terry Plott and Coletta Under and by virtue of the Power of Sale contained in a Security Deed given by Maurice L. Butler and Leeann Butler to Aldridge Connors, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. The Mortgage People Co., dated March 21, 2003, recorded in Deed Book 458, Page 644, Union County, Georgia Records, as last transferred to PNC Bank, National As-THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL **BE USED FOR THAT PURPOSE. 1144-123** 

NOTICE OF SALE UNDER POWER, UNION COUNTY

Pursuant to the Power of Sale contained in

a Security Deed given by Richard S Wheeler and James H Grizzle to Mortgage Electron-

ic Registration Systems, Inc., as nominee for United Community Mortgage Services, Inc dated 2/27/2008 and recorded in Deed

Book 750 Page 329, UNION County, Georgia

records; as last transferred to GMAC Mort-gage, LLC by Assignment filed for record

in UNION County, Georgia records, convey-ing the after-described property to secure a Note in the original principal amount

of \$ 130,000,00, with interest at the rate

specified therein, there will be sold by the undersigned at public outcry to the high-

est bidder for cash before the Courthouse

door of UNION County, Georgia, within the legal hours of sale on the first Tuesday in September, 2012 (September 4, 2012), the

All that tract or parcel of land lying and being in the 7th District, 1st Section, Land

Lot 89 of Union County, Georgia, containing 5.000 acres, more or less, as shown on a

plat of survey by Rochester & Associates, Inc., dated December 10, 1992, and revised February 5, 1993, and recorded in Union County Records in Plat Book 29, Page 19.

Said plat is incorporated herein, by reference hereto, for a full and complete de-

scription of the above described property.

Also conveyed is a non-exclusive perpetual easement for the use of the subdivision

roads for ingress and egress to 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 number of navign 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 100 Four Wheel Drive . Blairsville, GA 30512 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject prop-erty is (are): James H Grizzle and Richard S erty is (are): James H Grizzle and Richard S Wheeler or tenant or 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) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning 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 unti final confirmation and audit of the status of the loan as provided immediately above. GMAC Mortgage, LLC as agent and Attorney in Fact for Richard S Wheeler and James H Grizzle Aldridge Connors, LLP, 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. 1165-740 final confirmation and audit of the status of

signment to be recorded in the Office of the Clerk of Superior Court of Union Coun-ty, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of FIVE HUNDRED TWENTY-FOUR THOUSAND AND 0/100 DOL-LARS (\$524,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in September, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Se-curity 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. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Suntrust Mortgage, Inc., 1001 Semmes Av-enue, Richmond, VA 23224, 866-384-0903. Please understand that the secured credi-tor is not required by law to negotiate, amend or modify the terms of the mort. amend, or modify the terms of the mort-gage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Keith L Si-rockman or a tenant or tenants and said property is more commonly known as 6743 Millie Circle, Blairsville, Georgia 30512. The sale will be conducted subject (1) to con-firmation that the sale is not prohibited limited to the nonpayment of the indebted-ness as and when due. The indebtedness remaining in default, this sale will be made 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 for the purpose of paying the same, all ex-penses of the sale, including attorney's fees and all other payments provided for deed. This law firm is seeking solely to foreclose the creditor's lien on real es-tate and this law firm will not be seeking a personal money judgment against you. SunTrust Bank as Attorney in Fact for Keith L Sirockman McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/jp5 9/4/12 Our file no. 5784912-FT2 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 106, 107 and 111, 9th District, 1st Section, Union County, Georgia, containing 0.740 acres, and being Lot Fifty-Two (52) of "Notla Landing" as shown on a plat of survey by M.E. Richards, Union County, Surveyor, recorded in Plat Book a plat of survey by M.E. Richards, Union County Surveyor, recorded in Plat Book P Page 138 Union County Records which description on said plat is incorporated herein by reference. The above property is conveyed subject to the restrictions of record pertaining to Notla Landing as recorded in Deed Book 144 Page 750-751 Union County Records. The property is conveyed subject to easements of record for the maintenance of utilities affecting 517-0801, as loan servicer for CADC/RADC VENTURE 2011-1, LLC, is the entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor. for the maintenance of utilities affecting the property. The property is conveyed subject to the title to that portion of the property embraced within the boundaries of roads, highways, easements and rights of way. The property is conveyed subject to

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR 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 a Security Deed given by Keith L Sirockman to Mortgage Electronic Registration Systems, Inc., dated February

5, 2008, recorded in Deed Book 747, Page 148, Union County, Georgia Records, as last transferred to SunTrust Bank by as-

dated 03/17/2006, and recorded in Deed Book 636, page 622, Union County records, said Security Deed being last transferred LECT A DEBT OR TO ENFORCE THE TERMS and assigned to Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP in Deed Book 905, Page 370, 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 September, 2012 by Bank of America, N.A., september, 2012 by Bank of America, N.A., as Attorney-in-Fact for Brendan E Lawn the following described property:
All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 305 of Union County, Georgia, containsaid Security Deed being given to secure a Note of even date in the original princi-pal amount of Thirty-One Thousand Five ing 0.83 acres, more or less, as shown on plat of survey by Cherrylog Survey Co., Inc., dated January 11, 2006, and recorded in Union County Records in Plat Book 52,

the reservations retained by the grantor in that special warranty deed dated 05/21/58 between the United States of America

and the Champion Paper and Fibre Com-pany, recorded in Deed Book 0-0 Page 583 Union County Records. The property

is conveyed subject to any and all mineral rights with respect to said tracts of land provided, however, the drilling rights with

respect thereto shall be limited to a certain 5 acre tract of land as shown on said plat, recorded in Plat Book P Page 138, together

with any access easements from the 5 acre tract across the adjoining property to any public roads. MR/jp5 9/4/12 Our file no. 5784912 - FT2

Under and by virtue of the power of sale contained in that certain Deed to Secure

Debt from Brendan E Lawn to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$84,750.00

Page 245. Said plat is incorporated herein, by reference hereto, for a full and com-

plete description of the above described

Grantors also grant to grantee a non-exclusive perpetual easement for the use

gage Association, the current owner of your loan. Pursuant to O.C.G.A Section 44-14-162.2 the name of the person or en-

tity who has the full authority to negotiate,

amend, or modify the terms of the afore-mentioned indebtedness is:

Bank of America, N.A. Attn: Loss Mitigation, P. O. Box 5170, MS

PHONE: 800-669-6650 Nothing contained in this Notice of Sale

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR 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 a Security Deed given by
George H. Davis to Mortgage Electronic
Registration Systems, Inc. as nominee for
United Community Mortgage Services, Inc.

LISED FOR THAT PURPOSE

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER

IN DEED TO SECURE DEBT

of the roads for ingress and egress to the above described property. Property known as: 772 Shoe Factory Rd, Property known as: 772 sine Factory Rd, Blairsville, 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 saving the page and all expenses of sale. paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law). The property will be sold as the property of The Aforesaid Grantors subject to the All that tract or parcel of land lying and being in Land Lots 78, 79, 98 & 99, 16th District, 1st Section, Union County, Georgia, being Lot Ninety-Four (94) of River's Edge RV Park Phase Two containing 0.202 following: (1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters acres, more or less, as shown on a plat of survey for River's Edge RV Park Phase Two by Southern Geosystems, Ltd, dated 03/29/2010, and being more fully described as follows: 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 Bank of America. N.A. holds the Note and referenced Security Deed and services the loan on behalf of Federal National Mort-

> shall obligate the holder and/or owner to negotiate, amend, or modify said indebt-To the best of the undersigned's knowledge and belief, the party in possession is Brendan E Lawn. Bank of America, N.A., as Attorney-in-fact for Brendan E Lawn. This law firm is acting as a debt collector attempting to collect a debt, any in-formation obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-05720

N(Aug8,15,22,29)B

Simi Valley, CA 93065

its successors and assigns, dated Febru-ary 20, 2009, recorded in Deed Book 790, Page 121, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 889, Page 541, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$196,500.00), with interest thereon as set forth therein, there will be sold at public forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in September, 2012, the following described property:All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 250 (shown incorrectly as Land Lot 350 in Executor's Deed of Assent recorded in Union County Records in Deed Book 328, Page 772) of Union County, Georgia, containing 1.00 disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of acres, more or less, as shown on a plat of survey by T. Kirby & Associates, Inc., Tony G. Kirby, G.R.L.S. No. 2988, dated January record superior to the Security Deed first set out above.
To the best knowledge and belief of 30, 2007, and recorded in Union County Records in Plat Book 59, Page 164. Said plat is incorporated herein, by reference

hereto, for a full and complete description of the above described property. Being and intended to be a portion of the same property conveyed by Executor's Deed of Assent dated September 8, 1999, and re-corded in Union County Records in Deed Book 328, Page 772. Being and intending to be the same property conveyed by Quit Claim Deed dated February 12, 2007, from Barbara A. McMullen in favor of George H. Davis and recorded in Union County Re-cords in Deed Book 692, Page 81. Subject Pursuant to the Power of Sale contained to Landowners' Declarations, Covenants and Restrictions Running With The Land recorded in Union County records in Deed Book 110, Pages 699-701. Subject to Right of Way Deed recorded in Union County Records in Deed Book 121, Page 579. Subject to conveyance and reservation of a 5 foot easement strip as shown in Warranty Deed recorded in Union County Records in Deed Book 123, Pages 337-38. Subject to all easements, restrictions and rights-of-way as shown on plat recorded in Union County Records in Plat Book J, Page 37; Plat Book M, Page 172; Plat Book 59, Page 111, and Plat Book 59, Page 164. Subject to Grant within the legal hours of sale on the first Tuesday in September, 2012 (September 4, 2012), the following described property: of Flowage Easement recorded in Union County Records in Deed Book EE, Pages 195-97. Subject to Easement recorded in All that tract or parcel of land lying and Union County Records in Deed Book 110, Pages 517-19. Subject to Easement to Blue Ridge Mountain Electric Membership Cor-10. Section One of said County and State ontaining 8 acres, more or less, described oration recorded in Union County Records in Deed Book 628, Page 354. The debt se-cured by said Security Deed has been and BEGINNING at an iron pin on the road with the property line of Ed Plott, thence a West direction to a rock corner on the Ed Plott is hereby declared due because of, among line: thence a North direction to an iron pin pay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of direction to the point of beginning.

The debt secured by said Security Deed has been and is hereby declared due bepaying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). »JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the full authority to negotiate, amend or modify the terms of the loan. Said prop-erty 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, encum-brances, zoning ordinances, restrictions,

> of Georgia; all that certain parcel or tract of land known as: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lots 90 & 91 of Union County, Georgia, containing 0.22 acre, more or less, and being Lot 6 as shown on a plat of survey by Bruce Hunt, County Surveyor, dated June 1973 and recorded in Union County Records in Plat Book C, Page

Under and by virtue of the Power of Sale contained in a Security Deed given by Geraldine J. Walker to Washington Mutual Bank, A Federal Association, dated January 27, 2007, recorded in Deed Book 691, Page 45, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THOUSAND AND 0/100 DOLLARS (\$200,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in September, 2012, the following described property:Lying and being located in the un-incorporated area, County of Union, State

NOTICE OF SALE UNDER POWER

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 George H. Davis or a tenant or tenants and said property is more commonly known as 155 Saddle Ridge Drive, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under

tion 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. JPMorgan Chase Bank, National Associa-

tion as Attorney in Fact for George H. Davis Johnson & Freedman, LLC 1587 North-east Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/vai 9/4/12 Our file no. 1281911-FT20

GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-

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

Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: JPMorgan Chase Bank, National Association can be contacted at 866-582-5808 or by writing to 3415 Vision 866-582-5208 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the full authority to negotiate, amend or modify the terms of the loan. Said prop-erty 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, encum-brances, 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 unthe best knowledge and belief of the un-dersigned, the party in possession of the property is Geraldine J. Walker or a ten-ant or tenants and said property is more commonly known as 42 Twisted Pine Ln, 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 confirma-tion and audit of the status of the loan with the holder of the security deed. JPMorgan tion and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association, succes-sor in interest by purchase from the FDIC as Receiver of Washington Mutual Bank formerly known as Washington Mutual Bank, FA. as Attorney in Fact for Geraldine J. Walker Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/vai 9/4/12 Our file no. 1394812-FT20 N(Aug8,1522.29)8

185. 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 provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Rank, National Association holds the National Associat