North Georgia News

Legal Notices for September 5, 2012

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

IN RE: Estate of Ella Mae Ingram, Deceased All debtors and creditors of the Estate of Ella Mae Ingram, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to

make immediate payment to the Personal Representative(s). This 24th day of August, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Aug29,Sept5,12,19)B NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF UNION

IN RE: Estate of Vivian C. Martin. Deceased All debtors and creditors of the Estate of Vivian C. Martin, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the esindebted to said estate are required to 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 Blairsville, GA 30512

N(Aug22,29,Sept5,12)B NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA.

COUNTY OF UNION IN RE: Estate of Ethel M. Stark, Deceased All debtors and creditors of the Estate of Ethel M. Stark, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to render their demands and payments to the Personal Representative(s) of the es-tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 17th day of August, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

Blairsville, GA 30512 N(Aug22,29,Sept5,12)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, 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 estate, according to law, and all persons indebted to said estate are required to 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 Blairsville, GA 30512

N(Aug22,29,Sept5,12)B

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

IN RE: Estate of Bob L. Huggins, Deceased 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 estate, according to law, and all persons indebted to said es-tate are required to 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 Blairsville, GA 30512

N(Aug22,29,Sept5,12)B IN THE SUPERIOR COURT

OF UNION COUNTY

STATE OF GEORGIA ROBERT M. WHITAKER and SARA H. WHITA-KER, Plaintiffs,

EDWARD ALAN BOAZ, As Owner of Property shown in Deed Book 535, Page 672, Union County Clerk of Superior Court records; and UNITED STATES OF AMERICA; And all Persons Known or Unknown who Claim or Might Claim adversely to Plaintiffs' Title as shown in Deed Book 143, Page 483, and Deed Book 315 Page 366. Union County Deed book 313 rage 300, ondo, robany Clerk of Superior Court Records, property being located in Land Lot 211, 9th District, 1st Section, Union County, Georgia, as described in Dist Rock C. Page 36 Union County Superior Court Records, Georgia, Defendants.

CIVIL ACTION NO. 11-CV-728-LA NOTICE OF SUMMONS TO: EDWARD ALAN BOAZ, UNITED STATES OF AMERICA, ALL THE WORLD, and all per-sons known or unknown who may claim adversely to Plaintiffs' title to a portion of

Land Lot 211 of the 9th District, 1st Section of Union County, Georgia All that tract or parcel of land lying and be-ing in Land Lot 211, 9th District, 1st Section of Union County, Georgia, being 0.03 acres, and beauty Text The 2000 County of the albet of and shown as Tract Three (3) on that plat of survey by Shelly J. Bishop, said plat being recorded in Plat Book 53, Page 152 in the Office of the Clerk of Superior Court, said plat being incorporated herein by reference hereto.

You are hereby notified that the abovestyled action seeking a Petition for Quiet Title Against All the World, and that by reason of an Order for Service by Publication entered by the Special Master on Au-gust 20, 2012, you are hereby commanded and required to file with the Clerk of said Court and serve upon Cary D. Cox, Plain-tiffs' attorney, whose address is P.O. Box 748, Blairsville, Georgia, an answer to the Petition within sixty (60) days of August 20, 2012, which is the date of the Order for Service by Publication entered by Janna D. Akins, Special Master. This 20th day of August, 2012.

Judy L. Odom Clerk of Superior Court, Union County

NOTICE OF INTENT TO DISSOLVE The name of the corporation is: Applewood

N(Sept5,12,19,26)B

Doors & Windows, Inc., the date the dis-

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from JAMES S. MCKEOWN and COLETTE S. MCKEOWN to UNITED COMMUNITY BANK, dated May 9, 2011, recorded May 12, 2011, in Deed Book 867, Page 331, Union County, Georgia records, said Security Deed being given to secure a Note from JAMES S. MCKEOWN and COLETTE S. MCKEOWN dated May 9, 2011, in the original principal amount of Seventy Six Thousand Eight Hundred Thirty Eight and 99/100 (\$76,838.99) Dollars, with Eight and 99/100 (\$76.838.99) Dollars, with interest from date at a rate per cent per an-num on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following

first Tuesday in October, 2012, the following described property: All that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lots 192 and 205, of Union County, Georgia, and being Lot 5, containing 1.041 acre more or less, of Robyn's Nest Subdivision, as shown on a plat of survey by Landtech Services, Inc., dated April 30, 2003, and recorded in Union County Convicts and the Dist Dethe Union County, Georgia records in Plat Book 54, Page 170. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property.

Also conveyed is a non-exclusive perpetual easement for the use of subdivision roads for ingress and egress to the above de-

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 rein the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Se-curity Deed and by law, including attorney's fees (notice of intent to collect attorney's

fees having been given). Said property 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-paging the property any accompany spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and brainances, restrictions, covenants, and matters of record superior to the Security Deed first set out above; including but not limited to that certain Deed to Secure Debt from Colette S. McKeown to Mortgage Elec-tronic Registration Systems, Inc., solely as nominee for United Community Mortgage Services, Inc., dated March 1, 2007, re-corded in Deed Book 694, Page 733, Union County. Georgia records, as transferred to County, Georgia records, as transferred to JP Morgan Chase Bank, National Association recorded in Deed Book 906, page 428, Union County, Georgia records.

Union County, Georgia records. To the best knowledge and belief of the undersigned, the party in possession of the property is JAMES S. MCKEOWN and CO-LETTE S. MCKEOWN or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for JAMES S. MCKEOWN and COLETTE S. MCKEOWN L. Lou Allen

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923

(700) 632-7923 File No. 7484a-03342 This Law Firm is attempting to collect A DEBT. Any information obtained will BE USED FOR THAT PURPOSE.

STATE OF GEORGIA COUNTY OF UNION

NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from DAVID ROGERS to UNITED COMMUNITY BANK,

dated May 14, 2008, recorded May 22, 2008, in Deed Book 761, Page 557, Union County, Georgia records; also that certain Assign-Georgia records; also that certain Assign-ment of Rents dated February 4, 2011, re-corded in Deed Book 861, Page 455, Union County, Georgia records, said Security Deed being given to secure a Note from DAVID ROGERS dated April 3, 2009, in the original principal amount of One Hundred Fifty Two Thousand Three Hundred Seventy Seven and 07/100 (\$152,377.07) Dollars; said Security Deed also given to secure a Note from David Allen Rogers dated February 4. from David Allen Rogers dated February 4, 2011, in the original principal amount of Eleven Thousand One Hundred and 50/100 (\$11,100.50) Dollars and a Note from Tri City Siding Sales, Inc., dated October 17, 2011 in the original principal amount of Five Thousand Two Hundred Sixty Six and 00/100 (\$5,266.00) Dollars, with interest from date at a rate per cent per annum on the unnaid balance until naid: there will be the unpaid balance until paid; there will be to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following de-

scribed property: All that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lot 103 of Union County, Georgia, containing 0.83 acre more or less, as shown on a plat of survey by B. Keith Rochester & Assoc., Inc., dated July 22, 1987, and recorded in Union County, Georgia records in Plat Book T, Page 33. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property.

Also conveyed is a non-exclusive perpetual easement for ingress and egress to the

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

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

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 Donna T. Sticher to Wells Fargo Bank, N.A., dated May 5, 2006, recorded in Deed Book 645, Page 69, Union County, Georgia Re-cords, conveying the after-described prop-erty to secure a Note in the original princi-pal amount of SIXTY THOUSAND AND 0/100 DOLLARS (\$60,000.00), with interest there-on as set forth therein, there will be sold at On as set form 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 of sale on the first Tuesday in October, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERENE The debt secured by caid Security HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be 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 matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumproperty, any assessments, liens, encum-brances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to nego-tiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned. the party in possession of the property is Donna T. Sticher or a tenant or tenants and said property is more commonly known as 6799 Confidence Church Rd, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Donna T. Sticher McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12 Our file no. 5577812-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land being in the 9th District, 1st Section, Land Lot 287 of Union County, Georgia, contain-ing 0.70 acres, more or less, as shown on a plat of survey by Jack Stanley Union County Surveyor dated July 16, 1984 and recorded in Union County Records in Plat Book Q, Page 93. Said plat is incorporated herein, by reference hereth for a full and com-Page 93. Salo piat is incorporated neterin, by reference hereto, for a full and com-plete description of the above described property. Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property. Subject to road easements as shown on plat. Subject to boundary line agreement as recorded in Union County records in Deed Book 368, page 42. Subject to a non-exclusive per-petual easement for the use of the roads for ingress and egress to the above de-scribed property. MR/ 10/2/12 Our file no. 5577812 - FT7

N(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER

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 William Douglas Loyd and Rachel Loyd to JPMorgan Chase Bank National Association, dated April 4, 2007, recorded in Deed Book 706, Page 372, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of THREE HUNDRED NINE THOUSAND SIX HUNDRED AND 0/100 DOL-LARS (\$309,600.00), 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 Coun-ty, Georgia within the legal hours of sale on the first Tuesday in October, 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 Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase Bank, Na-tional Association, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. 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 William Douglas Loyd and Rachel Loyd or a tenant or tenants and said property is more commonly known as 4986 Choestoe Trl, 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 seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. JPMor-gan Chase Bank National Association as Attorney in Fact for William Douglas Loyd and Rachel Loyd McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12 Our file no. 52868208-FT18 EXHIBIT "A" All that tract or parcel of land lying and being in the Land Lot 132, 16th District, 1st Section, of Union County, Georgia, and being Lot 3 of Story Book Cabins Subdivision containing 2.031 acres, more or less, as shown and may 2.50 f survey prepared by Rochester And Associates, Inc., dated April 30, 2002, and recorded in Plat Book 53, Page 187, of the Union County records, said plat being specifically incorporated herein by reference for the description of said property. Subject to easement recorded in Deed Book 181, Page 462. Subject to easement to Blue Ridge Mountain EMC as recorded in Deed Book 405, Page 110 and in Deed Book 417, Page 268. Subject to easements recorded in Deed Book 456, Pages 482 and 483. Sub-ject to water agreement with Appalachian Water, Inc. as recorded in Deed Book 456, Pages 485-486. Subject to restrictions as recorded in Deed Book 502, Pages 84-86. Subject to easement recorded in Deed Book 531, Page 273, Subject to all other easements, restriction, reservations, and rights-of-way of record, if any. MR/ 10/2/12 Our file no. 52868208 - FT18 N(Sept5,12,19,26)B

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.

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Wil-liam Piechocniski and Sonya Piechocniski to Mortgage Electronic Registration Sys-tems, Inc., dated August 4, 2006, recorded in Deed Book 773, Page 764, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Ser-vicing, LP by assignment recorded in Deed Book 894, Page 677, Union County, Georgia Book 894, Page 677, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY AND 0/100 DOLLARS (\$165,780.00), 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 Octo-ber, 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 intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includany 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 in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set cord superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the terms of the mortgage instrument. To the best knowledge and belief of the under-signed, the party in possession of the prop-erty is William A. Piechocniski and Sonya L. Piechocniski or a tenant or tenants and said property is more commonly known as 5334 lyu Log Dr, 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 seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a per-sonal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrwide Home Loans Servicing 10 as Countrywide Home Loans Servicing, LP as Attorney in Fact for William Piechocniski and Sonya Piechocniski McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ cng 10/2/12 Our file no. 5186912-FT11 EX-HIBIT "A" The land referred to in this policy is situated in the State of GA, County of Union, City of Blairsville and described as Union, City of Blarsville and described as follows: All that tract or parcel of land lying and being in Land Lot 83 of the 9th District, Union County, Georgia, bing Lot 1, Phase III, Ivy Log Estates Subdivision, as per plat re-corded in Plat Book 38, Page 256, records of Union County, Georgia, which plat is by reference incorporated herein and made a part hereof. APN: 051-012-C01 MR/cng 10/2/12 Our file no. 5186912 - FT11 NiSent5.12.19.2018

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

N(Sept5.12.19.26)B

Because of default in the payment of the in-debtedness, secured by a Security Deed ex-ecuted by Leonard J. LaBelle and Linda A. LaBelle to Mortgage Electronic Registration Systems, Inc., as nominee for Branch Banking and Trust Company, its successors and assigns dated May 22, 2009 in the amount of \$335,000.00, and recorded in Deed Book 802, Page 339, Union County, Georgia Records; as last transferred to Branch Bank-ing and Trust Company by assignment; the undersigned, Branch Banking and Trust Company pursuant to said deed and the 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 in October, 2012, during the ale at t in Union County, sell at public outcry to the highest bidder for cash, the property de-

All that tract or parcel of land lying and being located in Land Lot 58, 8th District, 1st Section of Union County, Georgia, being designated as Tract Two, containing 7.434 acres of land, more or less, as shown on plat of survey prepared by Rochester & As-sociates, Inc. by James L. Alexander, GRLS# 2853, dated January 22, 1997, revised May 15, 1997 and recorded in Plat Hanger A520, Page 151 (formerly Plat Book 38, Plat 151). Union County, Georgia records. Said plat is incorporated herein by reference thereto for a more complete description of the above described property. Subject to Ease-ment to Blue Ridge Mountain EMC recorded in Deed Book 181, Page 313, aforesaid records, Subject to Private Road Maintenance Agreement recorded in Deed Book 270, Page 301, aforesaid records. Subject to Ingress and Egress recorded in Deed Book 324, Page 195, aforesaid records. Subject to Boundary Line Agreement recorded in Deed Book 504, Pages 94-95, aforesaid records. Subject to all easements, restric-tions, and rights of way as shown on above referenced plat or as otherwise appearing of record. Subject to existing easements and right of ways for public roads, if any This conveyance made together with right of ingress, egress and utility service along existing road to the subject property. Subject to Union County, Georgia Subdivision regulations, Mobile Home regulation and any zoning or other ordinances, if any

which has the property address of 302 Wagon Wheel Road, Morganton, Georgia, together with all fixtures and other per-

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA COUNTY OF UNION THIS LAW FIRM IS ACTING AS DEBT COL-

LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Per Consent Order, dated May 25, 2012, and entered in Civil Action No. 11-CV-353-LA, Community and Southern Bank, as successor in interest to Appalachian Community Bank v. Patrick Solomon Construction, Inc. and Solomon Patrick, in the Superior Court and Solomon Patrick, in the Superior Court of Union County, Georgia, granting the right to re-sell in accordance with O.C.G.A. Sec-tion 44-14-161(c), by Community & South-ern Bank ("Lender") on behalf of Patrick Construction, Inc. ("Borrower"), under and by virtue of the power of sale in that certain Security Deed and Agreement from Borrower, in favor of Appalachian Commu-nity Bank ("Original Lender"), dated June 14. 2007. recorded in Deed Book 713. Page 14, 2007, recorded in Deed Book 713. Page 41, in the aforesaid records, as assigned to Lender by that Assignment of Security In-struments and Other Loan Documents (the "FDIC Assignment") from the Federal De-posit Insurance Corporation, in its capacity as Receiver for Original Lender, dated June 7, 2010, and recorded June 11, 2010, in Deed Book 835, Page 291, in the aforesaid records, and as previously sold to Lender by that Deed Under Power dated May 3, 2011, recorded in Deed Book 866, Page 227, aforesaid records ("Security Deed"), said Security Deed having been given to secure that certain Promissory Note dated June 14, 2007, in the grainal principal amount of 14, 2007, in the original principal amount of \$1,550,000.00, as modified and amended by that certain Renewal Promissory Note dated June 27, 2008, in the original principal amount of \$1,550,000.00, as further modi-fied and amended by that certain Renewal Promissory Note dated June 6, 2012, in the original principal amount of \$1,379,491.90, as assigned to Lender pursuant to the FDIC Assignment (as assigned, modified, amended, restated, replaced, supplement-ed or otherwise modified and from time to time, collectively, the "Note"), and to se-cure any and all other indebtedness then or thereafter owing between the parties, with interest from the date thereof at the rate specified therein on the unpaid balance until paid, there will sold by the Lender at bublic outry, during the legal hours of sale before the door of the courthouse of Union County, Georgia, on the first Tuesday in October, 2012, to the highest and best bid-der for cash, the following described land (the "Land") and the buildings, structures, fixtures and other improvements located thereon (the "Improvements")

thereon (the "Improvements"): All that tract or parcel of land lying and being in the 9th District, 1st Section, Land being in the 9th District, 1st Section, Land Lot 304 of Union County, Georgia, and be-ing Lot 28 of Wellborn Mountain Estates Subdivision, containing 0.442 acres, more or less, and being Lot 29 of Wellborn Moun-tain Estates Subdivision, containing 0.449 acres, more or less, and being Lot 30 of Wellborn Mountain Estates Subdivision, containing 0.439 acres, more or less, as shown on a nat of survey by Rochester *R*. shown on a plat of survey by Rochester & Associates, Inc., dated September 18, 1998 and recorded in Union County Records in Plat Book 40, Page 225. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above described property

described property. Also, conveyed is a non-exclusive perpetu-al easement for the use of the subdivision road for ingress and egress to the above

described property. LESS AND EXCEPT the following Units conveyed out by Warranty Deed from Patrick Construction, Inc., recorded in Union County, Georgia Records, to wit: (a) Unit 10 to Jason Timothy Cline and Ma-

rie Marilyn Jean Cline, dated February 27, 2009, recorded in Deed Book 790, Page 658

(b) Unit 11 to Micha M. Mathis dated Febru-ary 27, 2009, recorded in Deed Book 790, Page 670.

(c) Unit 2 to W.E. Kelsey as Trustee of the W.E. Kelsey Revocable Declaration of Trust dated 02/22/1991, dated March 27, 2009, recorded in Deed Book 794, Page 193, as affected by Scriveners Affidavit dated as of April 1, 2009, recorded in Deed Book 794,

Page 751. TOGETHER WITH all right, title and interest now owned or hereafter acquired in and to any and all of the following: (i) all building, structures and other improvements now or hereafter located thereon or on any part or parcel thereof and all fixtures affixed or at-tached actually or constructively, thereto; (ii) all and singular the tenements; her-editaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions; remainder or remainders thereof; (iii) all, rents; issues, income, revenues and profits accruing therefrom, whether now or hereafter due; (iv) all accounts and con-tract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures, or improvements now or hereafter located thereon; including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; and (vii) all equipment, machinery, apparatus, fittings, fixtures whether actually or constructively attached thereto and including all trade, domestic and ornamen-tal fixtures, furniture, furnishings and all personal property of every kind or descrip-tion whatsoever now or hereafter located thereon, or in or on the buildings, structures and other improvements thereon and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located Improvements now or nereatter located thereon or any part or parcel thereof. All of the foregoing (i.e., the Land, the Improve-ments, and the property, rights, interests and title described above) are hereinafter sometimes referred to collectively as the

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due 'Premises.' All of the indebtedness secured by the Security Deed has matured and remains unpaid. The indebtedness remaining in and payable), any matters which might be disclosed by an accurate survey and indefault, the sale will by made for the pur-pose of applying proceeds thereof to the spection of the property, any assessments, payment of the indebtedness secured by liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of rethe Security Deed, accrued interest and ex-penses of the sale and other sums secured cord superior to the Security Deed first set by the Security Deed, including attorneys out above. The sale will be conducted subject (1) to confirmation that the sale is not prohibited fees, and the remainder, if any, shall be ap plied as provided by law. The Premises will be sold on an "as is under the U.S. Bankruptcy Code; and (2) to final confirmation and audit of the status where is" basis without recourse against Lender and without representation or warof the loan with the holder of the security ranty of any kind or nature whatsoever deed. with respect thereto. Lender reserves the right to sell the real property portion of the To the best knowledge and belief of the undersigned, the party in possession of the property is Rhonda D. Franklin and Gerald W. Franklin or a tenant or tenants and said property is more commonly known as 77 Franklin berg Kuren Llorid, OK 200500 Premises as a single parcel or as several parcels. Lender also reserves the right to sell the real property portion of the Premises separately from the personal property portion and to take separate bids there-Franklin Place, Young Harris, GA 30582. CitiFinancial Inc,a Maryland Corporation as Attorney in Fact for Rhonda D. Franklin and Gerald W. Franklin MorrislHardwicklSchneider, LLC 1301 Hightower Trail, Suite 305 The Premises will be sold as the property of Patrick Construction, Inc. The Premises will be sold subject to: 1. Any and all outstanding ad valorem taxes Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net MHS File #: GA-91000558-12 and assessments for street improvements; and THIS LAW FIRM IS ACTING AS A DEBT COL-2. Other superior matters of record, if any, to easements, reservations, restrictions and unrecorded leases. LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 3. 2/26/2009 in Plat Book 62 Pages 15 and 16, showing Land (Dogwood Lodge) con-figured as Building B, Units 7 thru 12, and N(Sept5,12,19,26)B

Proposed Building A, Units 1 thru 6 (under

4. Covenants and Restrictions by Patrick

Construction, Inc. dated 2/26/09 recorded in Deed Book 790 Page 21 aforesaid re-

5. Easements contained in Warranty Deed from Patrick Construction, Inc. to Jason Timothy Cline and Marie Marilyn Jean

Cline, dated 2/27/09 recorded in Deed Book 790 Page 658 aforesaid records.

6. Easements contained in Warranty Deed from Patrick Construction, Inc. to Micha M. Mathis dated 2/27/09 recorded in Deed

Book 790 Page 670 aforesaid records. 7. Reservations and Restriction of Dog-wood Lodge by Patrick Construction, Inc., dated 2/25/09 recorded in Deed Book 790

Page 653 aforesaid records. 8. Easements contained in Warranty Deed

from Patrick Construction, Inc. to W.E. Kelsey as Trustee of the W.E. Kelsey Revo-cable Declaration of Trust dated 02/22/1991

dated 3/27/09 recorded in Deed Book 794 Page 193 aforesaid records, as affected by Scriveners Affidavit recorded in Deed Book

struction, Inc. and Appalachian Community Bank dated 4/30/09 recorded in Deed Book 810 Page 196 aforesaid records.

10. Lease to Mary Downs, evidenced by Assignment of Lease between Patrick Con-struction, Inc. and Appalachian Community

Bank dated 4/30/09 recorded in Deed Book

810 Page 202 aforesaid records. 11. Lease to Mark Latch, evidenced by As-

signment of Lease between Patrick Con-

struction, Inc. and Appalachian Community Bank dated 4/30/09 recorded in Deed Book

The Lender will execute a deed to the pur-chaser at said sale as provided in the Se-

unity & Southern Bank, as attorney

810 Page 208 aforesaid records.

NOTICE OF SALE UNDER POWER

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Pamala Franklin and Steven

Franklin to Appalachian Community Bank

Prankin to Apparachian Community Bank dated February 26, 2003 in the amount of \$125,000.00, and recorded in Deed Book 455, Page 771, Union County, Georgia Records; as last transferred to Bank of America, National Association by assign-

ment; the undersigned, Bank of America, National Association pursuant to said deed and the 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 in October, 2012, during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the

highest bidder for cash, the property de-

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

Lot 52 of Union County, Georgia and being Tract 2, containing 1.195 acres, more or

less, as shown on a Plat of Survey by Tam-

rok Associates, Inc., dated August 2, 1995 and recorded in Union County Records in

Plat Book 48, Page 129. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above

which has the property address of 2695 Watts Creek Road, Blairsville, Georgia., to-

gether with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid

taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, liens, and other superior matters of record

Notice has been given of intention to col-lect attorneys' fees in accordance with the

terms of the note secured by said deed

Notice has been also given, in writing and by certified mail, return receipt requested,

to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to

negotiate, amend, and modify all terms of

the Security Deed and the note thereby se-cured in accordance with O.C.G.A. Section

44-14-162.2(a). Said property will be sold as the property of Pamala Franklin and Steven Franklin and

the proceeds of said sale will be applied to the payment of said indebtedness, the ex-pense of said sale, all as provided in said

deed, and the undersigned will execute a

deed to the purchaser as provided in the aforementioned Security Deed.

Bank of America. National Association

Attorney in Fact for Pamala Franklin and Steven Franklin

which may affect said property.

described property.

deed.

GEORGIA, UNION COUNTY

Patrick Construction, Inc.

BY: ALSTON & BIRD, LLP By: Steven D. Collier

One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309-3424 Attn: Steven D. Collier

(404) 881-7368

N(Sept5,12,19,26)B

curity Deed.

in-fact for

794 Page 751 aforesaid records. 9. Lease to Brian H. Payne, evidenced by Assignment of Lease between Patrick Con-

construction).

cords.

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

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Stephen B. Ditto and Julie Henning Ditto to Bank of Hiawassee dba Bank of Blairs-ville, dated March 29, 2006, and recorded in Deed Book 640, Page 591, in the offices of the Clerk of the Superior Court of Union County, Georgia; as last modified by that certain Modification of Deed to Secure Debt dated April 23, 2009 and recorded in Deed Book 798, Page 401, aforesaid re-cords; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 853, Page 642, aforesaid records (as same may have been further modified from time to time, collectively, the "Security Deed"); and pur-suant to that certain Reaffirmation Agree-ment entered February 6, 2009 in Chapter 7, Case No. 08-23659-reb, filed in the United States Bankruptcy Court, Northern District of Georgia, the undersigned will sell at public outcry to the highest and best bid-der for cash before the door of the Court-house of Union County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2012, the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-

ING AND BEING IN THE 16TH DISTRICT, 1ST Section Land Lot 85 of Union County,

SECTION LAND LOT 85 OF UNION COUNTY, GEORGIA, CONTAINING 4.2 ACRES MORE OR LESS, AND BEING FURTHER DESCRIBED AS LOT 3 OF KEEN VIEW ACRES, AS SHOWN ON A PLAT OF SURVEY BY JACK STANLEY, C.S., DATED MARCH 24, 1977, AND RECORDED UNION COUNTY, GEORGIA RECORDS IN PLAT BOOK F, PAGE 244. SAID PLAT IS IN-CORPORATED INTO THIS INSTRUMENT BY REFERENCE HERETO FOR A COMPLETE AND ACCURATE DESCRIPTION OF THE ABOVE ACCURATE DESCRIPTION OF THE ABOVE CONVEYED PROPERTY. ALSO CONVEYED IS A NON-EXCLUSIVE PER-

PETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS

The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated April 23, 2009 from Stephen B. Ditto and Julie Henning Ditto to the Bank of Hiawassee dba Bank of Blairsville in the original principal amount of \$194,488.37, as assigned to Citizens South Bank (as same may have been renewed or modi-fied, the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under

the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtadness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to ib to the to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Stephen B. Ditto and Julie Henning Ditto, the proceeds to be ap-plied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of re-

cord. To the best of the undersigned's knowledge and belief, the real property is presently owned by Stephen B. Ditto and Julie Hen-

To the best of the undersigned's knowledge and belief, the party in possession of the real property is Stephen B. Ditto and Julie Henning Ditto, and tenants holding under them them.

to Bank of Hiawassee dba Bank of Blairs-ville as Attorney-in-Fact for Stephen B. Ditto and Julie Henning Ditto. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP

Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

N(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY Under and by virtue of the Power of Sale contained in a Security Deed given by Rhonda D. Franklin and Gerald W. Franklin to CitiFinancial Services, Inc., dated August 8, 2007, recorded in Deed Book 722, Page 360, Union County, Georgia Records, last assigned to CitiFinancial Inc,a Maryland Corporation, conveying the after-described property to secure a Note in the original principal amount of One Hundred Ten Thousand One Hundred Forty-Five and 05/100 DOLLARS (\$110,145.05), with interest thereon as set forth therein, there will be sold 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 October, 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 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 rein the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's

fees having been given). The entity that has full authority to nego-

Ne entry dialation and automy to nego-trate, amend, and modify all terms of the mortgage with the debtor is: CitiFinancial North America, Attention: Foreclosure Department, 1111 Northpoint, Suite 100 Bidg 4, Coppell, TX 75019 AND 877-675-3656. Please understand that the secured creditor is not required by law to peoptiate creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument.

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

NOTICE OF SEIZURE OF

N(Aug22,29,Sept5,12)B

PERSONAL PROPERTY VALUED AT LESS THAN \$25,000 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 28th day of June, 2012, said property was seized by the undersigned agency in Union County,

Georgia

Georgia. Property Seized: PROPERTY ONE: 2002 Dodge Dakota ve-hicle, VIN 1B7HL38X52S555479 PROPERTY TWO: 1998 Hydra Sport Bass

boat, Hull No. AL9096KA, Serial No. HSX7R148D898 PROPERTY THREE: Sony laptop computer,

Serial No. 282786383011867 PROPERTY FOUR: Apple iBook G4 laptop computer, Serial No. 233401BCESFY05 PROPERTY FIVE: Black laptop computer

bag PROPERTY SIX: Thirty-five Hundred and Ten Dollars (\$3510.00) in United States currencv

Conduct giving rise to said seizure: Said property was found in possession of JAMIE ALAN WHEATLEY, and in close proximity to a prohibited substance, to wit: METHAM-PHETAMINE. Said property was intended to facilitate the use, possession, possession with intent to distribute, and distribution of METHAMPHETAMINE, in violation of the Georgia Controlled Substances Act, or was the proceeds of said illegal activities. Further, the said property and the METH-AMPHETAMINE were seized from the pos-session of JAMIE WHEATLEY at the time of his arrest, at which time he was driving the vehicle identified as PROPERTY ONE, in Union County, Georgia, and to which the remainder of the property was attached or contained therein.

The owner of said property is purported to

The owner of said property is purported to be: Jamie Alan Wheatley, 4980 Oak Grove Drive, Cumming, GA 30040 Any party claiming an interest in said prop-erty is hereby further notified that you must file any claim in accordance with O.C.G.A. §16-13-49(n)(4) within 30 days of the sec-ond publication of this Notice of Seizure in the North Georgia News by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, return receipt requested.

return receipt requested This _____ day of August, 2012. District Attorney Enotah Judicial Circuit SEIZING AGENCY: Lt. Chad Deyton Union County Sheriff's Office 940 Beasley Street Blairsville, Georgia 30512

(706) 439-6066 Cathy A. Cox-Brakefield Chief Assistant District Attorney 65 Courthouse Street, Box 6 Blairsville, Georgia 30512 (706) 439-6027

N(Sept5,12,19)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 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 transferre and assigned to U.S. Bank, National A nsferred sociation in Deed Book 897, Page 595, the undersigned will sell at public outcry to the highest bidder for cash before the outcry Courthouse door in said County, during the legal hours of sale, on the first Tuesday of October, 2012 by U.S. Bank, National Asof 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 run-ning 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 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 Becky Road. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress

and egress to the above described prop-erty. 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, 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 following: (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 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 Pursuant to O.C.G.A. Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness. To the best of the undersigned's knowledge

and belief, the party in possession is Bar-bara Colwell. U.S. Bank. National Association. as Attor-

0.5. 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 Desimetry Center Disco 115 Perimeter Center Place Atlanta, GA 30346 Phone - (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-02852 N(Sept5,12,19,26)B

To the best knowledge and belief of the undersigned, the party in possession of the property is DAVID ROGERS or a tenant or tenants. UNITED COMMUNITY BANK as attorney in Fact for DAVID ROGERS L. Lou Allen

Stites & Harbison, PLLC 11 Mountain Street. Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03085

STATE OF GEORGIA COUNTY OF UNION

N(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from PRIS-CILLA STUDEBAKER to UNITED COMMUNIT BANK D/B/A UNION COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated August 19, 1999, recorded August 23, 1999, in Deed

Book 327, Page 271, Union County, Georgia records, as last modified by Modification of Security Deed dated April 18, 2008, recorded in Deed Book 758, Page 322, Union County, Georgia records, said Security Deed being given to secure a Note from PRIS-CILLA STUDEBAKER dated April 18, 2008, in the original principal amount of Sixty Six Thousand Four Hundred Twenty Eighht and 32/100 (S66 428 32) Dollars with interand 23/100 (\$66.428.23) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following de-

scribed property: All that tract or parcel of land lying and be All that tract or parcel of land lying and be-ing in Land Lots 34 & 39, 10th District, 1st Section, Union County, Georgia, and being Tract 2 containing 12.500 acres as shown on a plat of survey by Rochester & Asso-ciates, Inc., dated February 24, 1998, filed and recorded in Plat Book 40, Page 206, Union County records which description is Union County records, which description is incorporated herein by reference and made

a part hereof FSS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 34, 10th District, 1st Section, Union County, Georgia, containing 3.023 acres and being shown as a portion of Tract 2 of the Ed Plott Estate as shown on a plat of survey by Rochester & Associates, Inc., RS #2653, dated 3/19/01 and recorded in Plat Book 47, Page 117, Union County records, which description on

Said plat is hereby incorporated by refer-ence and made a part hereof. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default for the interference of the indeclared events. default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney'

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

Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is PRISCILLA STUDEBAKER or a tenant or tenants.

UNITED COMMUNITY BANK D/B/A UNION COUNTY BANK N/K/A UNITED COMMUNITY

BANK as attorney in Fact for PRISCILLA STUDE-

BAKER L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8

Blue Ridge, Georgia 30513 (706) 632-7923

File No. 7484A-02408 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

N(Sept5,12,19,26)B **STATE OF GEORGIA**

COUNTY OF UNION NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from ANGELO MAGRINI INVESTMENTS, LLC to UNITED COMMUNITY BANK, dated March 11, 2011, recorded April 1, 2011, in Deed Book 863 Page 534, Union County, Georgia records, said Security Deed being given to secure a Note from ANGELO MAGRINI INVESTMENTS, LLC dated March 11, 2011, in the original principal amount of One Hundred Thirteen Thousand Seven Hundred Sixty Two and 50/100 (\$113,762.50) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following de-

scribed property: All that tract or parcel of land lying and being in the 16th District, 1st Section Land Lot 62 of Union County, Georgia, contain-ing 1.087 acre, more or less, and being further identified as Lot 8 of Brasstown View Estates Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated July 14, 1998, and recorded in Union County, Georgia records in Plat Book 40, at Page 208. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property.

And All that tract or parcel of land lying and being in the 16th District, 1st Section Land Lots 62 and 63, of Union County, Georgia, containing 0.823 acre, more or less, and be-ing further identified as Lot 9 of Brasstown View Estates Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated July 14, 1998, and recorded in Union County, Georgia records in Plat Book 40, at Page 208. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed 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 provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

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 Abigail L. King to Mortgage Electronic Registration Systems, Inc., dated March 19, 2007, recorded in Deed Book 698, Page 388, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 896, Page 687, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$211,500.00), with inter-est thereon as set forth therein, there will be sold at public outcry to the highest bid-der for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in October, 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 Security Deed. The debt remaining in default, this sale will be made for the purpose of pay-ing the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and pavable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, 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: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. Please understand that the secured creditor is not required by law to negotiate, mend, or modify the terms of the mort-age instrument. To the best knowledge gage and belief of the undersigned, the party in possession of the property is Abigail L, King or a tenant or tenants and said property is more commonly known as 1116 Nicholson Rd, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the helded the service deed This new the holder of the security deed. This law firm is seeking solely to foreclose the cred-itor's lien on real estate and this law firm will not be seeking a personal money judg-ment against you. JPMorgan Chase Bank, National Association as Attorney in Fact for Abigail L. King McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/cml1 10/2/12 Our file no. 52032610-FT3 EXHIBIT "A" 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 0.967 acres, more or less, and being shown as Lot I on a plat of survey by Rochester & Associates, Inc. James N. Cash, G.R.L.S. No. 2349, dated May 26, 2005, and recorded in Union County Records in Plat Book 55, Page 349. Said plat is incorporated herein, by reference here for a full and complete description of above described property. Being and in-tended to be a portion of the same property conveyed by Warranty Deed dated June 3, 2005, from Alexander Davenport in favor of Eagles Nest Homes of Union County, LLC and recorded in Union County Records in Deed Book 584, Page 394. 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 J, Page 190; Plat Book K, Page 169; and Plat Book 55, Page 349. Subject to Landowner's Declarations, Covenants, and Restrictions Running With the Land recorded in Union County Records in Deed Book 110, Page 699. Subject to Easement recorded in Union County Records in Deed Book 110, Page 517. Subject to Grant of Flowage Easement recorded in Union County Records in Deed Book EE, Page 195. Subject to Right of Way Deed recorded in Union County Records in Deed Book 125, Page 216 and Deed Book 121, Page 579. MR/cml1 10/2/12 Our file no. 52032610 - FT3 N(Sept5.12.19.26)B

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 Chriscontained in a Security Deed given by Chris-topher M Meigs and Deborah L Meigs to Mortgage Electronic Registration Systems, Inc., dated July 31, 2007, recorded in Deed Book 720, Page 482, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 882. Page 290, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal UNT OF SEVENTY-THREE THOUSAND HUNDRED TWENTY AND 0/100 DOL-LARS (\$73,220.00), 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 or the first Tuesday in October, 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 Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters 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: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Christopher M Meigs and Deborah L Meigs or a tenant or tenants and said property is more commonly known as 4279 Town Creek School 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 seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Christopher M Meigs and Deborah L Meigs McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/cng 10/2/12 Our file no. 51564911-FT11 EXHIBIT "A" All that tract or parcel of Load buing end being in the 16th parcel of land lying and being in the 16th District, 1st Section, Land Lots 119 and 126 of Union County, Georgia, containing 0.8 acres, more or less, as shown on a plat of survey by Lane S. Bishop & Assoc., dated July 15, 1986, and recorded in Union County Records in Plat Book R, Page 247. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Also conveyed is an non-exclusive perpetual easement for the use of the roads for ingress and egress to the above described property. MR/cng 10/2/12 Our file no. 51564911 - FT11

sonal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions. liens, and other superior matters of record which may affect said property.

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 attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested to the borrower, of the name, address and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with 0.C.G.A. Section 44-14-162.2(a).

Said property will be sold as the property of Leonard J. LaBelle and Linda A. LaBelle and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed. Branch Banking and Trust Company

Attorney in Fact for Leonard J. LaBelle and Linda A. LaBelle McCurdy & Candler, L.L.C.

(404) 373-1612 www.mccurdycandler.com The North Georgia News

Publication Dates:09-05-2012, 09-12-2012,

09-19-2012, 09-26-2012 File No. 12-05925 /FHLMC/mtucke

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

N(Sept5,12,19,26)B **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA, COUNTY OF UNION Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by TIM J. WILSON AND DARLENE WILSON to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR BNC MORTGAGE, INC. , dated 01/31/2007, and Recorded on 02/09/2007 as Book No. 691 and Page No. 24-43, UNION County, Georgia records, as last assigned to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE OF THE STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3, by assignment, convey-ing the after-described property to secure a Note of even date in the original princiat the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the UNION County Courthouse within the legal hours of sale on the first Tuesday in October, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 233, 9TH DISTRICT, OF DESCRIPTION OF UNCONCOUNTY OF DESCRIPTION **1ST SECTION OF UNION COUNTY, GEORGIA** CONTAINING 1.183 ACRES, MORE OR LESS AND BEING SHOWN AS LOT FOUR (4) OF ROSE RIDGE SUBDIVISION ON A PLAT OF SURVEY BY B. KEITH ROCHESTER & ASSO-CIATES, INC., RS #1534 DATED 8/8/92, LAST **REVISED 12/1/93 AND RECORDED IN PLAT** BOOK 33 PAGE 174 UNION COUNTY RE-Cords which description on said plat IS HEREBY INCORPORATED BY REFERENCE

AND MADE A PART HEREOF. BEING THE SAME PROPERTY CONVEYED TO TIM J. WILSON AND DARLENE WIL-SON BY DEED FROM CLINTON PATTERSON AND BRENDA PATTERSON RECORDED 10/26/2001 IN DEED BOOK 392 PAGE 416, IN THE OFFICE OF THE CLERK OF THE SUPE-RIOR COURT OF UNION COUNTY, GEORGIA. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebted-ness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default. this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: , 888-554-6599. Please understand that 18:, oo-ood-ood-cody. Please Understand unat the secured creditor is not required to ne-gotiate, amend, or modify the terms of the mortgage instrument. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE OF THE STRUC-TURED ASSET SECURITIES CORPORATION MORTGAGE LOAN TRUST, MORTGAGE PASS-TUPDUCU CEPTIECACE, SEDIES 2007 DC2 THROUGH CERTIFICATES, SERIES 2007-BC3 is the secured creditor of your loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 1360 ROSE RIDGE RD, BLAIRSVILLE, GEORGIA 30512 is/are: TIM J. WILSON AND DARLENE WIL-SON or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, as-sessments, liens, encumbrances, zoning ordinances, easements, restrictions, cov enants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and 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 cer-tain procedures regarding the rescission of iudicial and noniudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE OF THE STRUC-TURED ASSET SECURITIES CORPORATION MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3 AN ATOTNEY IN FACT FOR TIM J. WILSON AND DARLENE WILSON. THIS LAW FIRM IS ACT-ING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OB-TAINED WILL BE USED FOR THAT PURPOSE 20120187500071 BARRETT DAFFIN FRAP-PIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.

STATE OF GEORGIA

N(Sept5,12,19,26)B

COUNTY OF UNION NOTICE OF SALE UNDER POWER

dated August 22, 2007, recorded Septem-

Under and by virtue of the power of sale contained in a Security Deed from KENYA L. PATTON to UNITED COMMUNITY BANK,

Publication Dates:09-05-2012, 09-12-2012, 09-19-2012, 09-26-2012 File No. 11-15622 /CONV/kgrant THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL **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 John A. Foley to Bank of Amer-ica, N.A. in the original principal amount of \$192,600.00 dated 04/16/2007, and recorded in Deed Book 706, page 26, Union County records, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of October, 2012 by Bank of America, N.A.,

as Attorney-in-Fact for John A. Foley the following described property: All that tract or parcel of land lying and being in Land Lot 6, 9th District, 1st Section, Union County, Georgia, containing 1.179 acres and being shown as Lot S-Fifteen (S-15) on a plat of survey by B. Keith Roch-ester, Jr. & Associates, Inc., RS #1534, dat-ed 11/09/1994 and recorded in Plat Book 32, Page 172, Union County Records which description on said plat is hereby incorpo-rated by reference and made a part hereof. The property is subject to the road ease-ment as shown on the above referenced

plat. The property is subject to the restrictions pertaining to Lance Crossing North record-ed in Deed Book 186, Pages 91-92, Union

County Records. The property is subject to the easement to Blue Ridge Mountain EMC recorded in Deed Book 176, Pages 776-778, Union County

Grantor grants to grantee a non-exclusive perpetual easement for the use of the sub-division roads for ingress and egress to the above property. Property known as: 229 Wesley Dr, Blairs-

e, GA 30512 The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby, this sale will be made so secure universe, 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 following:

following: (1) all prior restrictive covenants, ease-

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

Bank of America, N.A. holds the duly en-dorsed Note and is the current assignee of the Security Deed to your property. Bank of America, N.A., acting on behalf of and, as necessary, in consultation with Federal National Mortgage Association (the current investor on your loan), is the entity with the full authority to negotiate, amend, and modify all terms of your loan. Pursuant to O.C.G.A. Section 44-14-162.2, you may con-tact Bank of America, N.A. at:

Bank of America, N.A. Home Loan Assistance Dept., 7105 Corpo-

rate Drive

Plano, TX 75024 PHONE: 800-669-6650 Please note that, pursuant to 0.C.G.A Section 44-14-162.2, you are not automatically entitled by law to an amendment or modification of the terms of you loan To the best of the undersigned's knowledge and belief, the party in possession is John

A. Foley. Bank of America, N.A., as Attorney-in-fact for John A. Foley. 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 www.penderlaw.com The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to Our File No. 12-05829 final confirmation and audit of the status of the loan with the holder of the security N(Sept5,12,19,26)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 Brian T. Allen to Mortgage Elec-tronic Registration Systems, Inc. in the original principal amount of \$155,400.00

dated 12/30/2005, and recorded in Deed

Book 623, page 497, Union County records, said Security Deed being last transferred

and assigned to MortgagelT, Inc. in Deed Book 865, Page 649, 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 October, 2012 by Mort-

gageIT, Inc., as Attorney-in-Fact for Brian T. Allen the following described property: All that tract or parcel of land lying and be-

ing in the 10th District, 1st Section, Land Lot 83 of Union County, Georgia, contain-ing 0.84 acres, more or less, as shown on a

plat of survey by Blairsville Surveying Co., dated September 28, 1999, and recorded in Union County Records In Plat Book 45, Page

26. Said plat is incorporated herein, by ref-erence hereto, for a full and complete de-scription of the above described property.

Grantors also grant to grantee a non-exclu-sive perpetual easement for the use of the

roads for Ingress and egress to the above

described property. Property known as: 3925 Henry Young Lane, Blairsville, GA 30512

The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the pay-

ment of the indebtedness secured thereby

this sale will be made for the purposes of

paying the same and all expenses of sale,

been given as provided by law). The property will be sold as the property

of The Aforesaid Grantors subject to the

(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 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

Pursuant to 0.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

Ft. Washington, PA 19034 PHONE: 800-850-4622 Pursuant to O.C.G.A. Section 44-14-162.2,

nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness.

To the best of the undersigned's knowledge and belief, the party in possession is Brian

MortgageIT, Inc., as Attorney-in-fact for Brian T. Allen.

This law firm is acting as a debt collector

indebtedness is:

T. Allen.

GMAC Mortgage, LLC

1100 Virginia Avenue

www.penderlaw.com

Our File No. 12-04969 N(Sept5,12,19,26)B

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER

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

Debt from Susie M. Rose and Mark A King to Mortgage Electronic Registration Sys-tems, Inc. in the original principal amount

of \$371,600.00 dated 04/22/2009, and re-

corded in Deed Book 799, page 219, Union County records, said Security Deed being

last transferred and assigned to CitiMort-gage, Inc. in Deed Book 884, Page 504, the undersigned will sell at public outcry to the

highest bidder for cash before the Court-

house door in said County, during the legal hours of sale, on the first Tuesday of Octo-

ber, 2012 by CitiMortgage, Inc., as Attorney-in-Fact for Susie M. Rose and Mark A King

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 233 & 234 of Union County, Georgia,

containing 11.95 acres, more or less, and being more particularly described as fol-

BEGINNING at the Land Lot corner common

to Land Lots 199, 200, 233 and 234; thence South 13 degrees 03 minutes 30 seconds

East 1,050.82 feet to an iron pin; thence South 68 degrees 09 minutes 15 seconds West 553.16 feet to a point; thence South 0

degrees 00 minutes East 520.75 feet to an

True Point of Beginning; thence North 49

degrees 30 minutes East 100 feet to an iron

pin; thence South 61 degrees 05 minutes East 27.90 feet to a point in the centerline

of Jordan Rose Drive: thence following said

or Jordan Rose Drive; thence following said centerline of Jordan Rose Drive Four (4) courses and distances, South 29 degrees 00 minutes East 154.35 feet, South 44 de-grees 47 minutes East 89.19 feet, South 67 degrees 06 minutes East 73 40 feet to

67 degrees 05 minutes East 73.49 feet to

a point; thence South 21 degrees 10 minutes West 489.56 feet to a rock and iron pin; thence South 88 degrees 23 minutes 30 seconds West 218.77 feet to a point; thence South 61 degrees 34 minutes 30 seconds West 174.29 feet to a point; thence South 52 do

174.22 feet to an axle; thence South 53 de-

grees 32 minutes 45 seconds West 178.89 feet to a point; thence South 21 degrees 05

oin and the

the following described property:

lows

IN DEED TO SECURE DEBT

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 James Fisher and Sharon Fisher to Mortgage Electronic Registration Sys-tems, 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 CitiMort-gage, Inc. in Deed Book 904, Page 206, the undersigned will sell at public outcry to the bitment bitment bitment and before the Court highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of October, 2012 by CitiMortgage, Inc., as Attorney-in-Fact for James Fisher and Sharon Fisher the following described property:

All that tract or parcel of land lying and be-ing 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 indress and eg

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 paying 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 following

 all prior restrictive covenants, easements, rights-of-way or encumbrances;
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. CitiMortgage, Inc. 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: CitiMortgage, Inc.

1000 Technology Drive O'Fallon, MO 63368 PHONE: 866-272-4749 Pursuant to O.C.G.A. Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is 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 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

www.pendèrlaw.com Our File No. 12-05575

N(Sept5,12,19,26)

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by LARRY D. GREEN AND WANDA GREEN to Bank of Hiawassee d/b/a Bank of Blairsville, being dated April 27, 2006 recorded in Deed Book 643 Pages 410-418 Union County Georgia records, as modified in Deed Book 715, Pages 569-572, and as modified in Deed Book 810, Pages 429-432 Union County Georgia records and last as-signed to Citizens South Bank, in Deed Book 853, pages 642-650, Union County, Georgia records, said Deed to Secure Debt. as modified, being given to secure a note from Larry D. Green and Wanda Green to Bank of Blairsville, dated August 7, 2009, in the original principal amount of \$88,000.00, with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following described

property: "All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 41 of Union County, Georgia, containing 1.01 acres, more or less, as shown on a plat of survey by Phillip Hensley, Asst. County Surveyor, dated August 10, 1975, and being further described as follows:

BEGINNING at an Iron Pin Set in the South-east right of way line of Wolfe Pen Gap Road; thence along and with the said Southeast right of way line South 18 degrees West 210' to an Iron Pin Set; thence South 72 degrees 30' East 210 feet to an Iron Pin Set; thence North 18 degrees East 210' to an Iron Pin Set; thence North 72 degrees 30' West 210' to the point of BEGNNING.

Said property is located at 436 Moccasin Road, Blairsville, GA 30512."

The debt secured by said Deed to Secure Debt, as modified, has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the note and Deed to Secure Debt. as modified. 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 Deed to Secure Debt, as modified, 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, any matters which might be disclosed by an accurate

survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, and matters of record superior to the Deed to Secure Debt, as modified, first set out above. The individual or entity that has full au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Citizens South Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mort-

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

To the best knowledge and belief of the undersigned, the party in possession of the property is ANGELO MAGRINI INVEST-MENTS, LLC or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for ANGELO MAGRINI INVESTMENTS, LLC L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03343 N(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Alan William Howard and Jennifer Yvonne Howard to Mortgage Electronic Registration Systems, Inc., as nominee for Branch Banking and Trust Company, its successors and assigns dated Septem-ber 28, 2010 in the amount of \$185,780.00, and recorded in Deed Book 845, Page 524, Union County, Georgia Records; as last transferred to Branch Banking and Trust Company by assignment; the undersigned, Branch Banking and Trust Company pur-suant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and pavable and pursuant to the power of sale contained in said deed, will on the first Tuesday in October, 2012 , during the legal hours the Courthouse door in Union 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 Lots 181 & 182, 9th District, 1st Section, Union County, Georgia, containing 1.019 acres, more or less, and being shown as Lot Twenty-Four (24) of Nottely Highlands Subdivision on a plat of survey by Rochester & Associates, Inc., RS 2653, dated 07/25/01, revised 08/01/01 and recorded in Plat Book 49, Page 136, Union County, Georgia records, which plat is by reference incorporated herein and made a

part hereof The property is subject to the road ease-The property is subject to the root case ments as shown on said plat. The property is subject to the Restrictions recorded in Deed Book 384, Pages 281-284,

Union County, Georgia records

The property is subject to the power line easements to Blue Ridge Mountain EMC as recorded in Deed Book 383, Page 282, Union County, Georgia records The property is subject to the right of way in

Union County, Georgia as recorded in Deed Book 744, Page 414, Union County, Georgia records. Grantor grants to Grantee a non-exclusive

perpetual easement for the use of the subdivision roads for ingress and egress to the above property. which has the property address of 82 Kilo-

ran Way, Blairsville, Georgia., together with all fixtures and other personal property conveved by said deed.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

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 attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate amend, and modify all terms of the Security Deed and the note thereby secured in accordance with 0.C.G.A. Section 44-14-162.2(a).

Said property will be sold as the property of Alan William Howard and Jennifer Yvonne Howard and the proceeds of said sale will be applied to the payment of said indebt-edness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Branch Banking and Trust Company Attorney in Fact for Alan William Howard and Jennifer Yvonne Howard

McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com The North Georgia News Publication Dates:09-05-2012, 09-12-2012, 09-19-2012.09-26-2012 File No. 12-05939 /FHLMC/kgrant THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL

BE USED FOR THAT PURPOSE. N(Sept5,12,19,26)B

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

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Meir Salman and Paula C. Sal-man to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, FSB, its successors and assigns dated November 15, 2007 in the amount of \$143,000.00, and recorded in Deed Book 736, Page 192, Union County, Geor-gia Records; as last transferred to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing LP fka Countruvide Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP by assignment; the undersigned, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP pursuant to said deed and the 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 in October, 2012 , during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property de-scribed in said deed to-wit:

All that tract or parcel of land lying and be-ing in the 17th District, 1st Section, Land Lot 218 of Union County, Georgia, and being Lot 14 of Ross Ridge Subdivision, Phase III, containing 1.267 acres, more or less, as shown on a plat of survey by William F. Rolader, R.L.S. #2042, dated September 6, 1988 and recorded in Union County Records in Plat Book U, page 123. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Such state of facts as shown on plat recorded in Plat Book U, page 123, Union **County Records.** The restrictions recorded in Deed Book 141 pages 277-279, Union County Records. The road easements as shown on the above referenced plat. referenced plat. which has the property address of 1199 Ross Ridge Rd, Blairsville, Georgia., to-gether with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions, liens, and other superior matters of record which may affect said ronnerty. which may affect said property. 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 col-lect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Secu-rity Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-102.2(a). Said property will be sold as the property of Meir Salman and Paula C. Salman and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said call or suid to the the sale of the sale 162.2(a). of said sale, all as provided in said dee and the undersigned will execute a deed to the purchaser as provided in the aforemen-tioned Security Deed. Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Coun-trywide Home Loans Servicing LP Attorney in Fact for Meir Salman and Paula C. Salman McCurdy & Candler, L.L.C. (404) 373-1612

NOTICE OF SALE UNDER POWER

N(Sept5.12.19.26)B

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 Randall J. Allen to Mortgage Electronic Registration Systems, Inc., dated January 17, 2008, recorded in Deed Book 744, Page 561, Union County, Georgia Records, as last transferred to Bank of America N.A. successor by merger to BAC Home Loans Ser-vicing, LP formerly known as Countrywide Home Loans Servicing LP by assignment recorded in Deed Book 881, Page 685, Union County, Georgia Records, conveying, half docs, initial County, Georgia Records, conveying the af-ter-described property to secure a Note in the original principal amount of EIGHTY-SIX THOUSAND TWO HUNDRED SEVENTY-FIVE AND 0/100 DOLLARS (\$86,275.00), with interest thereon as set forth therein, there will be odd at mubic actions to the bickhost 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 Octo-ber, 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 Same 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 ord neuroba), any mottery which which the 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: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is the party in possession of the property is Randall J. Allen or a tenant or tenants and said property is more commonly known as 1952 Elisha Payne Circle South, 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 seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America N.A. successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP as Attorney in Fact for Randall J. Allen McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/ 10/2/12 Our file or. 5368212-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lot 22 of Union County, Georgia, containing 1.00 acre, more or less, as shown on a plat of survey made for Randall J. Allen dated September 9. 1994, by Blairsville Surveying Co. F.R.L.S. #2228, and being recorded in Union County Records in Plat Book 32, page 91, said plat of survey being incorporated herein by ref-erence hereto, for a full and complete description of the above-described property. Also conveyed herein is 9' gravel rond 9' easement for ingress and egress to and from said property as shown on the plat. Parcel No. 011-048-A MR/ 10/2/12 Our file no. 5368212 - FT11

ber 6, 2007, in Deed Book 726, Page 19 Union County, Georgia records, as modified by Modification Agreement dated August 21, 2009, recorded in Deed Book 816, Page 105, Union County, Georgia records, said Security Deed being given to secure a Note from DENNY ALAN PATTON dated August 21, 2009, in the original principal amount of Thirty Eight Thousand Six Hundred Thirty Six and 00/100 (\$38,636.00) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash bepublic fore the Courthouse door at Union County. Georgia, within the legal hours of sale or the first Tuesday in October, 2012, the fol-

lowing described property: All that tract or parcel of land lying and be-ing in Land Lot 69, 9th District, 1st Section, Union County, Georgia containing 2.617 acres, more or less, and being shown as Tract 1 on a plat of survey by Cleveland and Cox Land Surveying, LLC dated 5/09/07 and recorded in Plat Book 60, Page 94, Union County records, which description on said plat is incorporated by reference and made

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

The property is subject to a power pole easement as shown on said plat. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default cliffing the run the inductor default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

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

To the best knowledge and belief of the undersigned, the party in possession of the property is KENYA L. PATTON or a tenant or UNITED COMMUNITY BANK

as attorney in Fact for KENYA L. PATTON Lou Alle tites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03338

N(Sept5,12,19,26)B NOTICE OF SALE UNDER POWER, UNION

COUNTY Pursuant to the Power of Sale contained in a Security Deed given by Michael D. Parks and Karen S. Parks to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC dated 7/7/2005 and recorded in Deed Book 590 Page 626-639, UNION County, Georgia records; as last transferred to JPMorgan Chase Bank, National Association, conveying the after-described property to secure a Note in the original principal amount of \$ 177.800.00. with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012 (October 2, 2012), the following described property: All that tract or parcel of land lying and be-

ing In the 10th District, 1st Section, Land Lots 44 & 45, Union County, Georgia, containing 3.76 acres, more or less, and being the Northern portion of Lot Eighteen (18) of the Winfleid Scoff Subdivision, and being

more particularly described as follows: BEGINNING at the Land Lot corners com-mon to Land Lots 44,45,65 & 66, thence N 07 degrees 00 minutes East 1002 feet to an iron pin on the Northwest right of way of County Road 253; thence North 02 degrees 55 minutes 31 seconds West 550 feet to an Iron pin, this being the TRUE POINT OF BEGINNING, thence South 81 degrees 55 minutes 12 seconds West 278.78 feet to an iron pin; thence North 01 degrees 53 min-utes 25 seconds East 540.49 feet to an iron pin: thence North 01 degrees 53 minutes 25 seconds East 15 feet to the centerline of Anderson Creek; thence following the centerline of Anderson Creek three (3) courses and distances as follows: North 68 degrees 58 minutes East 131.29 feet, North 75 degrees 47 minutes East 127.13 feet, North 61 degrees 26 minutes 41 seconds East 49.42 feet; thence South 02 minutes 55 minutes 31 seconds West 20 feet to an iron pin; thence South 02 degrees 5 minutes 31 sec-onds West 598.83 feet to the TRUE POINT OF BEGINNING.

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

Said property is commonly known as 3565 Hamilton Road, Blairsville, Georgia 30512 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Michael D. Parks and Karen S. Parks or tenant or tenants.

JPMorgan Chase Bank, NA is the entity or individual designated, who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to es-

tablished guidelines. JPMorgan Chase Bank, NA

Homeowner's Assistance Department

3415 Vision Drive Columbus, Ohio 43219

1-866-550-5705

Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) 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.

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

BE USED FOR THAT PURPOSE. N(Sept5,12,19,26)B NOTICE OF SALE UNDER POWER IN SECURITY DEED

McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com

The North Georgia News

STATE OF GEORGIA

COUNTY OF UNION Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Abelardo Heredia to Bank of Bairsville dated February 25, 2008 and recorded in Deed Book 750, Page 208, in the offices of the Clerk of the Superior Court of Union County, Georgia; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 853 Page 642, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"): the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County

Georgia, during the legal hours of sale, on the first Tuesday in October, 2012 the fol-lowing described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 16TH DISTRICT, IST SECTION, LAND LOTS 22 AND 23, OF UNION COUNTY, CEDECIA AND PENIC THAT TRACT COUNTY, GEORGIA, AND BEING THAT TRACT OF LAND CONTAINING 3.199 ACRE [SIC] MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATES INC., DATED JUNE 3, 2002, AND RECORDED IN UNION COUNTY, GEORGIA RECORDS IN PLAT BOOK 53, PAGE 151. SAID PLAT IS Incorporated into this instrument by **REFERENCE HERETO FOR A COMPLETE AND** ACCURATE DESCRIPTION OF THE ABOVE CONVEYED PROPERTY.

ALSO CONVEYED IS A NON-EXCLUSIVE PER-PETUAL EASEMENT FOR THE USE OF ROADS FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY, AND SHOWN ON THE ABOVE DESCRIBED PLAT AS DUN WORRY-ING LANE.

attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. THE PROPERTY IS LOCATED IN UNION South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 COUNTY AT 2100 DUN WORRYING LN, BLAIRSVILLE, GEORGIA 30512. Phone – (770) 392-0398 Toll Free – (866) 999-7088

The debt secured by the Security Deed is evidenced by a Note dated February 25, 2008 from Abelardo Heredia to Bank of Plainsville in the ordered Blairsville in the original principal amount of \$281,218.00, as assigned to Citizens South Bank, as the same has been reduced to a Judgment as evidenced by that Default Judgment filed July 5, 2012 in Civil Action File No. 12CV-44-MM in the Superior Court of Union County, State of Georgia (as same may have been further modified, renewed or amended, the Note as reduced to the Judgment is hereinafter referred to as the "Note") plus interest from date on the un paid balance until paid, and other indebt edness.

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

The above-described real property will be sold to the highest and best bidder for cash as the property of Abelardo Heredia, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all out-standing ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions

or matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Abelardo Heredia.

To the best of the undersigned's knowledge and belief, the party in possession of the real property is Abelardo Heredia, and ten-ants holding under him. Citizens South Bank, successor in interest

to Bank of Hiawasse dba Bank of Blairsville, as Attorney-in-Fact for Abelardo Heredia. M. Todd Westfall, Esquire Howick. Westfall, McBryan & Kaplan, LLP

Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339

(678) 384-7005 N(Sept5,12,19,26)B

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA

COUNTY OF UNION Under and by virtue of the Power of Sale contained in the Real Estate Deed to Se-cure Debt from German Heredia to Bank of Blairsville dated April 27, 2007 and recorded in Deed Book 706, Page 303, in the offices of the Clerk of the Superior Court of Union County, Georgia; as modified by that certain Modification of Deed to Secure from German Heredia aka German Herediabravo to Bank of Blairsville dated February 25, 2008 and recorded in Deed Book 750. Page 177. aforesaid records; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 853, Page 642, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"); the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2012 the fol-lowing described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-

ING AND BEING IN LAND LOT 82, 9TH DIS-TRICT, 1ST SECTION, UNION COUNTY, GEOR-GIA CONTAINING 3.00 ACRES AND BEING SHOWN AS LOT THIRTEEN (13) OF IVY LOG ESTATES, PHASE I, ON A PLAT OF SURVEY BY **BOCHESTER & ASSOCIATES, INC., BS#2349** DATED 10/16/97, LAST REVISED 1/19/05 AND RECORDED IN PLAT BOOK 55, PAGES 262-263, UNION COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS HEREBY IN-CORPORATED BY REFERENCE AND MADE A PART HEREOF.

THE PROPERTY IS SUBJECT TO THE ROAD EASEMENTS AS SHOWN ON SAID PLAT. THE PROPERTY IS SUBJECT TO THE RE-STRICTIONS RECORDED IN DEED BOOK 276, PAGE 459, AMENDED IN DEED BOOK 331, PAGE 633. UNION COUNTY RECORDS.

THE PROPERTY IS SUBJECT TO THE EASE-MENT TO BLUE RIDGE MOUNTAIN EMC, RECORDED IN DEED BOOK 289, PAGE 458, UNION COUNTY RECORDS. PROPERTY HAS A NON-EXCLUSIVE PERPET-UAL EASEMENT FOR THE USE OF THE SUB-DIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE PROPERTY.

(2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstand-The debt secured by the Security Deed is evidenced by a Note dated February 25, 2008 from Abelardo Heredia to Bank of Blairsville in the original principal amount of \$281,218.00, as assigned to Citizens South Bank, as the same has been reduced

minutes 30 seconds West 193.33 feet to a point; thence South 15 degrees 30 minutes 30 seconds West 145.07 feet to a fence post on the north right-of-way of County Road #24; thence North 56 degrees 43 min-utes 15 seconds West 130.83 feet to a point on the north right-of-way of County Road #24; thence North 10 degrees 00 minutes 45 seconds West 227.82 feet to a point; thence North 05 degrees 00 minutes East 175 feet to a point; thence North 0 degrees 29 minutes 15 seconds East 146.81 feet to an iron pin; thence North 44 degrees 27 minutes East 780 feet to the TRUE POINT OF

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 233 and 234 of Union County, Georgia, containing 3.031 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated July 16, 1996 and recorded in Union County Records in Plat Book 37, Page 9. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above refer-

BEGINNING.

following:

LESS AND EXCEPT:

enced property. Subject to a Roadway Easement to Jor-dan Rose Drive as it crosses the southern boundary of Tract conveyed to Bill Rose and the northern boundary of the Tract conveyed to Lillie Mae Rose Darby. Also subject to a Road Easement reserved for Ethal Rose to Jordan Rose Drive across the northern boundary of the above described

property.

Property known as: 1269 Ledford Road, Blairsville, GA 30512 The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby, this sale will be made for the purposes of 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

(1) all prior restrictive covenants, ease-

ments, rights-of-way or encumbrances:

agae instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Wanda Green, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine lease or tenance. tenancy may have additional rights pur-suant to the federal Protecting Tenants at Foreclosure Act of 2009. Citizens South Bank as attorney in fact for

Citizens South Bank as attorney in fact for Larry D. Green and Wanda Green. Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546 (706)-896-9699 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Wisens 121 928

N(Sept5,12,19,26)E STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER

NUTICE OF SALE ONDER FOWER Under and by virtue of the power of sale contained in a Security Deed from JAMES C. SPARKS and SUSIE HENDERSON to UNIT-ED COMMUNITY BANK, dated June 8, 2005, recorded June 28, 2005, in Deed Book 588, Page 254, Union County, Georgia records, as last modified by Modification of Security Deed dated January 28, 2011, recorded in Deed Book 861, Page 299, Union County, Georgia records, said Security Deed being given to secure a Note, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outer will be sou highest bidder for cash before the Court-house door at Union County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following described

All that tract or parcel of land lying and being in the 9th District, 1st Section Land Lot 132 of Union County, Georgia, and being more particularly described as follows: To arrive at the true point of beginning, start at the intersection of County Read #72 and at the intersection of County Road #73 and the centerline of County Road #71; thence along and with centerline of County Road #73 a Southwesterly direction 550 feet; thence North 23 degrees 42 minutes 28 seconds West 30 feet to an iron pin in the North right of way line of County road # North right of way line of County road # 73; thence North 23 degrees 42 minutes 28 seconds West 143.13 feet; thence North 24 degrees 12 minutes 58 seconds West 317.0

degrees 12 minutes 55 seconds West 317.0 feet to THE TRUE POINT OF BEGINNING; thence South 60 degrees 30 minutes 17 seconds West 492.69 feet to an iron pin; thence North 35 degrees 34 minutes West 147.26 feet; thence 26 degrees 16 minutes 04 seconds West 499.03 feet to a rock; thence North 26 degrees 16 minutes 04 thence North 26 degrees 16 minutes 04 seconds West 16.0 feet to the centerline of seconds West 16.0 feet to the centerline of lvy Log Creek; thence along and with said centerline six (6) courses and distances as follows: North 87 degrees 54 minutes East 78.76 feet, North 03 degrees 51 minutes 35 seconds East 126.89 feet, North 35 degrees 48 minutes 26 seconds East 81.25 feet, North 57 degrees 21 minutes 07 seconds North 57 degrees 31 minutes 07 seconds East 163.06 feet, North 51 degrees 41 min-utes 28 seconds East 110.24 feet, North 67 degrees 14 minutes 50 seconds East 66.69 feet; thence South 24 degrees 12 min-utes 58 seconds East 14.0 feet to an iron pin; thence South 24 degrees 12 minutes 58 seconds East 771.23 feet to THE TRUE POINT OF BEGINNING.

Also conveyed is a twenty (20) foot ease-ment ingress and egress along the East boundary of the property of Revival Baptist Church as shown on a plat of survey made by M.E. Richards, C.S., dated February 10, 1986.

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 vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable). any matters which might be

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

Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is JAMES C. SPARKS and SUSIE HENDERSON or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for JAMES C. SPARKS and SUSIE HENDERSON L. Lou Allen Stites & Harbison, PLLC 2020 Pactures City Contents 303 Peachtree Street, N.E. 2800 SunTrust Plaza Atlanta. GA 30308 (404) 739-8893 File No. 7484A-03273 This Law Firm is attempting to collect A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

N(Sept5.12.19.26)B

www.mccurdycandler.com The North Georgia News Publication Dates:09-05-2012, 09-12-2012,

Publication Dates:U9-U5-2012, U9-12-2012, 09-19-2012, 09-26-2012 File No. 12-04850 /FNMA/ajackson THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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 with of the Power of Sale

Under and by virtue of the Power of Sale contained in a Security Deed given by Bon-nie S. Archibald and Bonnie S. Archibald to nie S. Archibald and Bonnie S. Archibald to HSBC Mortgage Corporation (USA), dated May 24, 2002, recorded in Deed Book 419, Page 661, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-FIVE THOUSAND AND 0/100 DOLLARS (\$55,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bid-der for cash before the courthouse door der for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND ADE A PART HEREOF The debt secured by mADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible 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 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 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 the properties of the mend and modify all set out above. The entity that has full au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is: HSBC Mortgage Corporation, 2929 Walden Avenue, Depew, NY 14043, 716-651-5515. 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 Bonnie S. Archibald and Bonnie S. Archibald or a tenant or ten-ants and said property is more commonly known as 3584 Bertson Circle, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is 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 seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money undyment against you a personal money judgment against you. HSBC Bank USA, N.A. as Attorney in Fact for Bonnie S. Archibald and Bonnie S. Ar-chibald McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotiine.net MR/ 10/2/12 Our file no. 586911-FT15 EXHIBIT "A" All that tract or parcel of Lond hvine and bains in the 10th or parcel of land lying and being in the 10th District, 1st Section, Land Lot 64 of Union County, Georgia, containing 1.5 acres, more or less, according to a plat of survey made by Jack Stanley, County Surveyor, dated September 2, 1978, and recorded in Union County records in Plat Book H, Page 179, said plat reading as follows: Beginning at an iron pin set in the northwest right-of-way line of North Hidden Lake Road, said Way line of North Inducen Lake hour, same iron pin being located 1,594 feet southwest from the intersection of said right-of-way line and the centerline of Victory Church Road; thence with said right-of-way line south 53 degrees 00 minutes west 200.0 feet; thence north 61 degrees 12 minutes west 327.5 feet; thence north 53 degrees 00 minutes east 200.0 feet; thence south 61 degrees 12 minutes east 327.5 feet to the point of beginning. MR/ 10/2/12 Our file no. 586911 - FT15 N(Sept5.12.19.26)E

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

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 An-thony Verdone Jr. aka Anthony R. Verdone Jr. to Mortgage Electronic Registration Sys-tems, Inc., dated October 30, 2008, recorded in Deed Book 779, Page 556 Injon County in Deed Book 779, Page 556, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Ser-vicing, LP by assignment recorded in Deed Book 894, Page 676, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN AND 0/100 DOLLARS (\$167,887.00), with interest thereon as set forth therein SEVEN AND 0/100 DOLLARS (\$167,887.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO AND MADE A PART HEREOF The debt se-cured by said Security Deed has been and cured 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 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 re-cord 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: Bank of America, N.A., 177 Countrywide Way, Maii Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms to regorize, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Anthony Verdone, Jr. or a tenant or ten-ants and said property is more commonly known as 5787 Mcintosh Rd., Blairsville, Georgia 20512 The scale will be conducted Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is 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 seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seekestate and this law firm will not be seek-ing a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Anthony Verdone Jr. aka Anthony R. Ver-done Jr. McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/ 10/2/12 Our file no. 5814112-FT11 EXHIBIT "A" All that tract or parcel of Land bring and bains in Land no. 5814112-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 184 of the 9th District, 1st Section Union County, Georgia, being Lot 51, Honaker and Smith Subdivision, as per plat recorded in Plat Book B, Page 194, Union County, Geor-gia records, which recorded plat is incor-porated herein by this reference and made a part of this description. Said property be-ing known as 5787 McIntosh Road accord-ing to the present system of numbering ing to the present system of numbering property in Union County, Georgia. Homes of Legend 1996, HL52550 A/B AL303 MR/ 10/2/12 Our file no. 5814112 - FT11 ept5,12,19,26)E

and payable), (b) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record (c) the vielt be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and

ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. JPMorgan Chase Bank, National Associa-tion as agent and Attorney in Fact for Mi-chael D. Parks and Karen S. Parks

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. 1031-67799 ept5,12,19,26)B

to a Judgment as evidenced by that Default Judgment filed July 5, 2012 in Civil Action File No. 12CV-44-MM in the Superior Court of Union County, State of Georgia (as same or amended, the Note as reduced to the Judgment is hereinafter referred to as the "Note") plus interest from date on the un-paid balance until paid, and other indebt-

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

sold to the highest and best bidder for cash as the property of German Heredia aka German Herediabravo, the proceeds to be ap-plied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of re-

To the best of the undersigned's knowledge

and belief, the real property is presently owned by German Heredia aka German Herediabravo. To the best of the undersigned's knowledge and belief, the party in possession of the real property is German Heredia aka Ger-man Herediabravo, and tenants holding under bin under him. Citizens South Bank, successor in interest to Bank of Hiawasse dba Bank of Blairs-

ville, as Attorney-in-Fact for German Here-dia aka German Herediabravo. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek

3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

ept5.12.19.26)B

NOTICE OF SALE UNDER POWER IN SECURITY DEED

STATE OF GEORGIA COUNTY OF UNION

COUNTY OF UNION Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Shawn T. Dyer to Bank of Blairsville, dated June 14, 2008, and recorded in Deed Book 768, Page 44, in the offices of the Clerk of the Superior Court of Union County, Geor-gia, as last modified by that certain Modi-fication Agreement Memorandum from Shawn T. Dyer to Citizens South Bank dated July 15, 2011 and recorded in Deed Book 874, Page 123, aforesaid records, and as last assigned to Citizens South Bank by that certain Memorandum of Purchase and Assumption Agreement and Master Assign Assumption Agreement and Master Assign-ment dated March 19, 2010 and recorded in Deed Book 853, Page 642, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bid-der for cash before the door of the Courthouse of Union County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2012, the following described real

October, 2012, the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 164, 16TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING 1.304 ACRES AS SHOWN ON A PLAT OF SURVEY BY OWEN-BY LAND SURVEYING, INC., R.L.S. #2763, DATED APRIL 8, 2005 AND RECORDED IN PLAT BOOK 55, PAGE 277, UNION COUNTY RECORDS. SAID PLAT IS INCORPORATED HEREIN, S REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

SAID PROPERTY IS SUBJECT TO ALL EASE-MENTS, RIGHTS OF WAY AND RESTRICTIONS AS SHOWN ON THE ABOVE REFERENCED

PLAT. KNOWN AS: 18 LOW GAP ROAD, UNION County, Blairsville, Georgia 30512, FKA 5660 WOLFSTAKE ROAD E., BLAIRSVILLE, GA 30512-7288.

The debt secured by the Security Deed is The debt secured by the Security Deed is evidenced by a, dated June 14, 2008, from Shawn T. Dyer to Bank of Blairsville in the original principal amount of \$121,216.50 as the same has been reduced to a Judgment as evidenced by that certain Default Judg-ment dated June 28, 2012 entered in Civil Action File No. 12-CV-144-MM, in the Supe-rior Court of Union County, State of Georgia (the Note as modified from time to time and (the Note as modified from time to time and as reduced to the Judgment is hereinafter referred to as the "Note"); plus interest from date on the unpaid balance until paid,

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

to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Shawn T. Dyer, the pro-ceeds to be applied to the payment of said indebtedness, attorneys' fees, and the law-ful expenses of said sale, all as provided in the Note and Scawity Dead The sale shall the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the In-ternal Revenue Service, if any; and all prior assessments, easements, restrictions or

matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Shawn T. Dyer. To the best of the undersigned's knowledge

and belief, the party in possession of the real property is Shawn T. Dyer, and tenants holding under him. Citizens South Bank, successor in interest

to Bank of Blairsville, as Attorney-in-Fact for Shawn T. Dyer. M. Todd Westfall, Esquire

Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway

Atlanta, Georgia 30339 (678) 384-7005 N(Sept5.12.19.26)B

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 above.

CitiMortgage, Inc. holds the Note and referenced Security Deed and services the loan on behalf of Federal National Mortgage As-sociation, 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:

indebtedness is: CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368 PHONE: 866-272-4749 Pursuant to O.C.G.A. Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness. To the best of the undersigned?'s knowledne

amend, or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is Susie M. Rose and Mark A King. CitilMortgage, Inc., as Attorney-in-fact for Susie M. Rose and Mark A King. 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

Pendergast & Associates, P. 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. 12-05335 N(Sept5,12,19,26)B