North Georgia News

Legal Notices for January 16, 2012

NOTICE OF DUI CONVICTION Union County Superior Court 12-CR-138 Convicted Person: Gene Michael Cooley Offense Date: 8/20/2011 Offense Location: Track Rock Gap Case Disposition: 12 Months, Serve 7 Days, \$700 Fine, 240 House Community Service N(Jan16)

NOTICE OF DUI CONVICTION Union County Superior Court 12-CR-142 Convicted Person: Tammy Lynn Bryson Offense Date: 1/18/2012

Offense Location: Track Rock Gap

Case Disposition: 12 Months, Serve 7 Days, \$700 Fine, 30 House Community Service N(Jan16)

NOTICE OF PETITION TO FILE FOR YEAR' SUPPORT

In Re: Estate of Haskel H. Drake, Deceased Estate No. 12-185 The petition of Melva Lynn Drake, for a

year's support from the estate of Haskel H. Drake, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before Janu-ary 21, 2013, why said petition should not

All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a natary nublic or before sentence. An preadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed a bearing will be any objections are filed, a hearing will be scheduled at a later date. If no objections

are filed the petition may be granted with-out a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512 706-439-6006 N(Dec26, Jan2, 9, 16)B

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

IN RE: Estate of Crystal Lynn Chesser, De-

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

By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street. Suite 8

Blairsville, GA 30512 N(Jan16,23,30,Feb6)B

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

IN RE: Estate of James Michael Sedok, De-

www.mccurdycandler.com The North Georgia News Publication Dates: 01-09-2013, 01-16-2013, All debtors and creditors of the Estate of James Michael Sedok, deceased, late of Union County, Georgia, are hereby notified to 01-23-2013, 01-30-2013 File No. 12-08938 /FHLMC/mtucker Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 11th day of January, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville GA 30512 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 USED FOR THAT PURPOSE.

Blairsville, GA 30512 N(Jan16,23,30,Feb6)B

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

IN RE: Estate of Phillip Warner Baxter, Sr., eased

All debtors and creditors of the Estate of Phillip Warner Baxter, Sr., deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 11th day of January, 2013. Bu: Krietin Stanlaw

Clerk of the Probate Court 65 Courthouse Street. Suite 8

Blairsville, GA 30512 N(Jan16,23,30,Feb6)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION

IN RE: Estate of Laura Lavon Crowford Butt,

Records in Plat Book S Page 115, and said plat is incorporated herein, by reference hereto, for a full and complete description of Deceased All debtors and creditors of the Estate of Laura Lavon Crowford Butt, 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 Deareconstructive(s)

Subject to a roadway easement as shown on said plat

the above property

NOTICE OF SALE UNDER POWER IN SECURITY DEED Because of default in the payment of the

NOTICE OF SALE UNDER POWER

recorded in Deed Book 739, Page 254, Unior

County, Georgia Records; as last transferred to Cenlar FSB by assignment; the under-signed, Cenlar FSB 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 February, 2013 , 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 described in said deed to-wit:

All that tract or parcel of land lying and be-ing in Land Lot 132, 9th District, 1st Section, Union County, Georgia, containing 1.047

acres and being more particularly described

acres and being more particularly described as Lot Fourteen (14) of Hood Acres as shown on a plat of survey by Southern Geosystems Ltd., R.L.S. #2298, dated August 14, 2006 and recorded in Plat Book 58, Page 94, Union County Records. Said plat is incorporated

herein, by reference hereto, for a full and

complete description of the above described

Said property is subject to the restrictions recorded in Deed Book 676, Pages 715-720, Union County Records. Said property is sub-

ject to the easement granted to Blue Ridge Mountain EMC as recorded in Deed Book 664, Pages 23-24, Union County Records. Grantor

grants to grantee a perpetual, non-exclusive easement for ingress and egress along the subdivision roads to and from the above de-

which has the property address of 132 Hood Acres Road, Young Harris, Georgia., together 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 property. The sale will be conducted subject (1) to con-

The sale will be conducted surger, (1) to con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan

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 bor-rower, 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 Constance R. Schabowsky and Robert L. Schabowsky and the proceeds of said sale will be applied to the payment of said indebt-edness the expense of said sale all as pro-

edness, the expense of said sale, all as pro-vided in said deed, and the undersigned will

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

Constance R. Schabowsky and Robert L.

Cenlar FSB

N(Jan9,16,23,30)B

Attorney in Fact for

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

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY Because of default in the payment of the

indebtedness, secured by a Security Deed executed by Tracey M King to Mortgage Elec-tronic Registration Systems, Inc. as nominee

for Southern Highlands Mortgage, LLC, its successors and assigns dated February 4, 2008 in the amount of \$191,100.00, and re-corded in Deed Book 747, Page 182, Union County, Georgia Records; as last transferred to Branch Banking and Trust Company by as-simment: the undersimed Branch Banking

signment; 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 February, 2013, during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest tiddy.

bidder for cash, the property described in

All that tract or parcel of land lying and be-

ing in the 9th District, 1st Section, Land Lots 267 & 238 of Union County, Georgia, contain-ing 1.013 acres, more or less and being Lot

Four (4) of Tanglewood Circle Subdivision, as

shown on a plat of survey by M E Richards, dated 3/11/95 and recorded in Union County

with the holder of the security deed.

property.

scribed property.

GEORGIA, UNION COUNTY

STATE OF GEORGIA COUNTY OF UNION because of default in the payment of the indebtedness, secured by a Security Deed executed by Constance R. Schabowsky and Robert L. Schabowsky to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc., its successors and assigns dated December 11, 2007 in the amount of \$178,000.00, and

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Sidney Jonathan Dyer and Laura Ann Dyer to Bank of Bairsville, dated August 16, 2006, filed August 24, 2006 in Deed Book 663, Page 666, in the offices of the Clerk of the Superior Court of linen County Genraia: as last modi-Court of Union County, Georgia; as last modi-fied by that certain Modification of Deed to Secure Debt from Sidney J. Dyer and Laura A. Dver to Bank of Blairsville, dated August 30. 2008 and recorded in Deed Book 772, Page 625, aforesaid records; as same has been 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 or assigned from time to time, collectively the "Security Deed"); and pursuant to Order Dis-missing Case, entered on December 7, 2012 in Chapter 12, Case No. 12-21614-reb, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division; the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2013, the following described real

property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ALL THAT THACT ON PARCEL OF LAND LT-ING AND BEING 8.84 ACRES, MORE OR LESS, OF LAND LOT 164 OF THE 16TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, AS SHOWN ON A PLAT OF SURVEY PREPARED BY BLAIRSVILLE SURVEYING CO., ROBERT J. DEFEDIOUS PLOC DATED 2000/CT AND DE BREEDLOVE, RLS, DATED 3/20/97 AND RE-CORDED IN PLAT 38, PAGE 239 OF THE UNION COUNTY RECORDS, AND SAID PLAT BEING IN-CORPORATED HEREIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY. THE PROPERTY IS SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN EMC RECORDED THE DECENDED BOOK 555, PAGE 607, UNION COUNTY RECORDS. THE PROPERTY IS SUBJECT TO THE RIGHT OF

WAY GRANTED TO UNION COUNTY, GEORGIA, RECORDED IN DEED BOOK 134, PAGE 632 AND IN DEED BOOK 151, PAGE 58, UNION COUNTY RECORDS.

The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated August 21, 2008 from Sidney Jona-than Dyer and Laura Ann Dyer to the Bank of Blairsville in the original principal amount of \$264,754.21, as assigned to Citizens South Bank, and as the same has been reduced to a Judgment as evidenced by that certain Default Judgment filed July 5, 2011 in Civil Action File No. 11-CV-174-MM in the Superior Court of Union County, State of Georgia (the Note as reduced to the Judgment is herein-after referred to as the "Note"); plus interest from date on the unpaid balance until paid,

and other indebtedness. Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions 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 Sidney Jonathan Dyer and Laura Ann Dyer, the proceeds to be applied to the payment of said indebtedness, attorneys fees, and the lawful expenses of said sale, al 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 record.

To the best of the undersigned's knowledge and belief, the real property is presently owned by Sidney Jonathan Dyer and Laura

Ann Dyer. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Sidney Jonathan Dyer and Laura Ann Dyer, and tenants holding under them. Park Sterling Bank, successor by merger to Citizens South Bank, successor in interest to Bank of Blairsville, as Attorney-in-Fact for Bank of Blairsville, as Attorney-in-Fact for Sidney Jonathan Dyer aka Sidney J. Dyer and Laura Ann Dyer, aka Laura A. 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(Jan9,16,23,30)B NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA

COUNTY OF UNION Under and by virt by virtue of the Power of Sale contained in the Deed to Secure Debt from Sidney J. Dyer and Laura A. Dyer to Bank of Blairsville, dated August 21, 2008, filed August 29, 2008 in Deed Book 772, Page 619, in the offices of the Clerk of the Superior Court of Union County, Georgia, as same has been assigned to Citizens South Bank in that certain Memorandum of Purchase and Assump-tion 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"); pursuant to Order Dismiss-ing Case, entered on December 7, 2012 in Chapter 12, Case No. 12-21614-reb, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division; the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County, Georgia, during the legal hours of sale, on the first Tuesday in February, 2013, the following de-scribed real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 164 & 175, 16TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING 1.806 ACRES AS SHOWN ON A PLAT OF SURVEY BY CLEVE-LAND & COX LAND SURVEYING, LLC, RS #2894, DATED 5/21/08 AND RECORDED IN PLAT BOOK 57, PAGE 216, UNION COUNTY RE-CORDS, WHICH DESCRIPTION ON SAID PLAT IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS WHICH MAY EXIST AND ARE NOT SHOWN HEREON. THE PROPERTY IS SUBJECT TO THE POWER-LINE EASEMENT AS SHOWN ON SAID PLAT. PORTIONS OF THE ABOVE PROPERTY ARE LO-CATED IN A FLOOD HAZARD AREA AS SHOWN

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 JANICE TRANDELL to Appalachian Community Bank dated December 23, 2004, recorded January 26, 2005, in Deed Book 563, Page 275, Union County, Georgia records, as transferred to Community & Southern Bank pursuant to that certain Purchase and Assumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Community Bank and The Fed-eral Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835. by Assignment recorded in Deed book coo, Page 291, Union County Records, said Secu-rity Deed being given to secure a Note from JANICE TRANDELL dated September 1, 2010 in the original principal amount of Thirty Six Thousand Four Hundred Twenty One and 20100 (for 6th 4th Dellaw with interact 42/100 (\$36,421.42) Dollars, with interest 42/100 (\$56,42/142) boliafs, 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 Court-house door at Union County, Georgia, within the legal hours of sale on the first Tuesday in Echargem. 2012 the following described in February, 2013, the following described

property: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 91 of Union County, Georgia, containing 2 acres, more or less, and being more particularly described as follows: Beginning at a point on the centerline of Andy

Long Branch and the South right of way of Owltown Gap Road; thence following South right of way of Owltown Gap Road, N 55 degrees 03 minutes 10 seconds E 111.82 feet: thence N 80 degrees 12 minutes 39 seconds E 188.74 feet to an iron pin; thence S 16 degrees 01 minutes 49 seconds E 197.15 feet: thence S 48 degrees 52 minutes 02 seconds W 339.45 feet t to the centerline of Andy Long Branch: thence following the centerline of Andy Long Branch three (3) courses and dis-tances N 30 degrees 01 minutes 54 seconds W 65.82 feet, N 30 degrees 44 minutes 25 seconds W 34.78 feet, N 6 degrees 22 min-utes 54 seconds W 231.18 feet to the Point of Degrees 12 of Beainnina.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failurre 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 the Security Deed and by law. as provided in the sectority beed and by faw, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, but not yet due and pay-ble) error others which with the display able), 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 supe-rior 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 JANICE TRANDELL or a tenant or tenants.

COMMUNITY & SOUTHERN BANK, as attorney in Fact for JANICE TRANDELL L. Lou Allen

L LOU Alleri Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. CO608-00437 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEPT ANY INFORMATION OPTAINED WILL

A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jan9.16.23.30)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 Ronna L. McFadden and William E. McFadden to Mortgage Electronic Registration Systems, Inc. as nominee for Southern Highlands Mortgage, LLC, its suc-cessors and assigns dated January 10, 2007 in the amount of \$159,900.00, and recorded in Deed Book 686, Page 142, Union County, Georgia Records; as last transferred to Branch Banking 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 the entire amount of said indeptedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in February, 2013, 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 described in said deed to-wit: TRACT 1:

All that tract or parcel of land lying and be-Union County, Georgia, containing 1.24 acres, as shown on a plat of survey by Tamrok En-gineering, Inc., Tommy J. Phillips, RS #1626, dated 7/12/91 and recorded in Plat Book Z Page 29 Union County Records, which de-scription on said plat is hereby incorporated by reference and made a part hereof

TRACT 2: All that tract or parcel of land lying and be-ing in Land Lot 263, 9th District, 1st Section, Union County, Georgia, containing 1.0 acre, being described as follows: Beginning at the point joining the NW corner of the Katsch Property, the NE corner of the Heaton Prop-erty, and the SW corner of the said property, thence N 3 00 E 118.0 feet to an iron pin, thence E 331.0 feet to an iron pin. thence S 33 30 E; thence S 14 00 E; thence S 4 15 W along Dyer Circle to an iron pin; thence S 89 30 W; thence S 86 30 W 75.0 feet; thence N 79 00 W 87; thence S 89 15 W 87.0 feet to the Point of Beginning. A plat of description of the property is recorded in the Union County Records in Plat Book 11 Page 231, recorded 12/27/78 and is also shown on the warranty deed from Gertrude K Dyer to Ray H. Sales and Joann O. Sales dated 2/1/91, recorded in Deed Book 182 Page 462 Union County Records

STATE OF GEORGIA NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from TWIGGS INVESTMENTS, LLC to UNITED COMMUNITY BANK, dated January 4, 2010, recorded January 6, 2010, in Deed Book 823, Page 221, Union County, Georgia records, as last 221, onioni County, Georgia records, as fast modified by Modification of Security Deed dated January 7, 2011, recorded in Deed Book 858, Page 771, Union County, Georgia records, said Security Deed being given to secure a Note from NORTHLAND TITLE PAWN, U.C. with interest feed date at the board LLC, with interest from date at a rate pe 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 February, 2013, the following

described property: All that tract or parcel of land lying and be-ing in Land Lot 107, District 5 and 16, Union County, Georgia, containing 3.0 acres, more or less, and being shown as Lot 1, Lot 2, and Lot 3 according to a plat of survey done by Tamrok Engineering, Inc., dated 11/27/90 and being more particularly described as follows:

Beginning at the corner of Land Lots 108, 107, 103 & 104, run N 28 02 00 W 1062.60 feet to an alum mon, and the True Point of Beginning, said point being the northwest con of Lot 1; thence N 74 06 43 E 237.34 fee an alum mon.: thence S 15 57 26 E 183.32 feet to an iron pin set; thence S 15 57 26 E 183.32 feet to an iron pin set; thence S 15 57 26 E 26 E 183.28 feet to an alum mon.: thence S 74 08 36 W 237.43 feet to an alum mon.; thence N 15 56 51 W 183.14 feet to an iron pin set; thence N 15 56 51 W 183.33 feet to an iron pin set; thence N 15 56 51 W 183.32 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, fail-ure 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 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 out-

standing ad valorem taxes (including taxes which are a lien, but not yet due and pay able), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, ease-ments, 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 TWIGGS INVESTMENTS, LLC or a tenant or tenants.

UNITED COMMUNITY BANK, as attorney in Fact for TWIGGS INVEST-MENTS, LLC L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03429 N(Jan9,16,23,30)B

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF UNION

By virtue of the Power of Sale contained in By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt (With Future Advance Clause) dated May 17, 2005 from Flaga Partners, LLC ("Debtor" or "Grantor") to Bank of Hiawasee d/b/a Bank of Blairsville and recorded in Deed Book 610, Page 266, Union County, Georgia records, as modified by Modification of Deed to Secure Debt recorded at Deed Book 677, Page 325, aforesaid records, as modified by Modifica-tion of Deed to Secure Debt recorded at Deed tion of Deed to Secure Debt recorded at Deed Book 737, Page 394, aforesaid records, as assigned to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that certain Assignmen of Real Estate Deed to Secure Debt effective as of August 24, 2011 and recorded in Deed as of Adgust 24, 2011 and recorded in Deed Book 891, Page 652, aforesaid records, and as subsequently assigned to Acorn 6B Ma-jestic Ridge Real Estate, LLC ("Holder" or "Grantee") pursuant to an assignment to be recorded prior to foreclosure (the foregoing deed to secure debt, as may have from time to time been or may be assigned, assumed modified, amended, or amended and restated is hereinafter referred to as the "Security Deed"), said Security Deed being given to secure a universal note dated April 15, 2008 in the original stated principal amount of Two Million Four Hundred Sixty-One Thou-sand Nine Hundred Forty-Six and 25/100 Dollars (\$2,461,946.25), as subsequently endorsed to CRV, and then to Holder (said note, as same from time to time may have been endorsed, renewed, replaced, modified, asbeing hereinafter referred to as the "Note"); there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Union County, Georgia, within the legal hours of sale on the first Tuesday in February 2013, all of Debtor's right, title and interest in and to the following described property (collectively, the

"Property"): All that tract or parcel of land, lying and being in the 8th District. 1st Section of Union County, Georgia, being a part of Land Lot Nos 100, 99, 98, 117 and 118, and being further described as 329.81 acres, more or less, as shown on that plat of survey prepared for Tom Carroll f.k.a. Auberry Estate, by Richard Nutt. G.R.L.S. #1797, dated March 25, 2005 recorded in Plat Book 55, Pages 282-283 Union County Deed records. Said plat of survey being incorporated herein by reference thereto for a more complete and accurate metes and bounds description of the abovedescribed property. Being all that property and the same prop-erty conveyed by Warranty Deed from Ruby Nan Auberry to Ford M. Ash, Sr., recorded at Deed Book 296, Pages 476-477, Union County Deed records and by Deed of Assent from Ford M. Ash, Sr. As Executor to Ford M. Ash, Sr., recorded at Deed Book 228, Page 726 Union County Deed records, and being tha union county been records, and being that same property shown as Map # 002 001 in Union County Tax records. Being all that property conveyed from Ruby Nan Auberry to Ford M. Ash, Sr. by Quit-Claim Deed dated April 26, 2005, recorded May 4, 2005 in Deed Book 578, Pages 533-34, Union County Deed records County Deed records. Together with all rights, easements, appurte-nances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop pro ducers, all water and riparian rights, wells ditches, reservoirs, and water stock and all improvements, structures, fixtures, and re-placements that are part of the real estate described above. The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of principal and interest when due. The indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all unpaid real estate ad va-lorem taxes and governmental assessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to by the grantee therein. The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Grantor is the secured creditor: Acorn 6B Majestic Ridge Real Estate. LLC. 4675 Macarthur Court. Suite 1550. Newport Beach, CA 92660, Attention: Peter Mateo, (949) 517-0822. Please understand that the secured creditor is not required by law to negotiate, amend or molify the terms of the mortgage instrument. Acorn 6B Majestic Ridge Real Estate, LLC, a Georgia limited liability company, as attor-ney-in-fact for Flaga Partners, LLC **BRYAN CAVE LLP** Justin S. Barry, Esq. One Atlantic Center Fourteenth Floor 1201 West Peachtree Street, NW Atlanta, Georgia 30309 (404) 572-6600

NOTICE OF SALE UNDER POWER STATE OF GEORGIA

COUNTY OF UNION By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt from Rivendale, L.L.C. ("Debtor") to Bank of Blairsville ("Original Grantee") dated March 1, 2007, recorded in Deed Book 694, Page 446, Union County, Georgia records ("Re-cords"), as modified by the Modification of Deed to Secure Debt recorded in Deed Book 748, Page 639, aforesaid Records, as further modified by the Modification of Deed to Secure Debt recorded in Deed Book 752, Page 406, aforesaid Records, as further modi-fied by the Modification of Deed to Secure Debt recorded in Deed Book 771, Page 774, aforesaid Records, as further modified by the Modification of Deed to Secure Debt recorded in Deed Book 795, Page 309, aforesaid Records, as further modified by the Modi-fication of Deed to Secure Debt recorded in Deed Book 795, Page 313, aforesaid Records, as assigned to CADC/RADC Venture 2011-1, LLC pursuant to that certain Assignment of Real Estate Deed to Secure Debt recorded in Deed Book 890, Page 742, aforesaid Records, and as subsequently assigned to Acorn 6B Gumlog Road Real Estate, LLC ("Grantee") pursuant to that certain Assignment of Loan Documents to be recorded in the Records pring to foreclopure (solid Real Estate Deed prior to foreclosure (said Real Estate Deed to Secure Debt, as may have been from time to time or may be assigned, assumed, modified, amended or amended and restated, is referred to as the "Security Deed"), said Se-curity Deed, being given to secure the payment of the following promissory notes: (i) that certain promissory note dated March 4, 2009, made by Debtor to Original Grantee in the original principal amount of Forty Thou-sand Seven Hundred Fifty-Seven and 50/100 Dollars (\$40,757.50), with interest from the date thereof at the rate specified therein (said promissory note, as transferred, as endorsed to Grantee, assigned, renewed and modified from time to time, hereinaf-ter referred to as "Note A"), (ii) that certain promissory note dated March 4, 2009 made by Debtor to Original Grantee in the original principal amount of FOUR HUNDRED NINETY-THREE THOUSAND SEVENTY-SEVEN AND 50/100 DOLLARS (\$497,077.50), with interest from the date thereof at the rate specified therein (said promissory note, as transferred, as endorsed to Grantee, assigned, renewed and modified from time to time, hereinafter referred to as "Note B"), and (iii) that certain promissory note dated August 4, 2008 made by Debtor to Original Grantee in the original principal amount of THREE HUNDRED SIXTY-TWO THOUSAND SIXTY-FOUR AND 00/100 DOLLARS (\$362,064.00), with interest from the date thereof at the rate specified therein (said promissory note, as transferred, as en-dorsed to Grantee, assigned, renewed and modified from time to time, hereinafter referred to as "Note C" and, together with Note A and Note B, the "Notes"), together with any and all other indebtedness owing by Debtor to Grantee, there will be sold by the under-signed at public outcry to the highest bidder for cash at the usual place where sheriff's sales are conducted before the courthouse in Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013,

the property described as follows: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 155 of Union County Georgia, and being further described as Lot 1, Containing 1.006 acres, more or less, and Lot 2, containing 0.920 acres, more or less, and Lot 3, containing 0.927 acres, more or less, and Lot 4, con-taining 0.933 acres, more or less, and Lot 6, containing 0.503 acres, more or less, and Lot 6, containing 0.920 acres, more or less, and Lot 7, containing 0.963 acres, more or less, and Lot 10, containing 1.180 acres, more or less, and Lot 17, containing 1.003 acres, more or less, and Lot 20, containing 1.039 acres, more or less, and Lot 21, containing 1.218 acres, more or less, and Lot 21, containing 1.218 acres, more or less, and Lot 23, con-taining 1.099 acres, more or less, and Lot 24, containing 1.004 acres, more or less, and Lot 27, containing 1.173 acres, more or less, and Lot 28, containing 1.250 acres, more or less, of Baron's Ridge Subdivision, as shown on a

plat of survey by Southern Geosystems, Ltd., dated April 12, 2004, revised on September 1, 2004 and revised on February 27, 2007 and recorded in Union County Records in Plat Book 59, Page 192 (the foregoing described lots are hereinafter collectively referred to as the "Land"). Said plat is incorporated herein by reference thereto for a full and complete description of the above-described Land;

together with all rights, easements, appurte-nances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third-party payments made to crop pro-ducers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of

All of the foregoing, together with the Land, are collectively referred to hereinafter as the "Property

The indebtedness secured by the Security Deed has been and is hereby declared due because of defaults under the terms of said Notes and Security Deed including but not limited to the nonpayment of principal and interest when due. The indebtedness remaining in default, the sale of the Property will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed,

accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Notes and Security Deed, with notice of intention to collect attorneys' fees to have been given as provided by law; and the remainder, if any, shall be applied as provided by law. Grantee reserves the right to sell the Prop-erty in one parcel or as an entirety, or in such parcels as Grantee may elect, as permitted in the Security Deed. To the best of Grantee's knowledge, the party in possession of the Property is Debtor. Said Property will be sold subject to the follow-ing matters: (a) all unpaid real estate ad vaforem taxes and governmental assessments; (b) all prior restrictions, rights-of-way, and easements of record, if any, appearing of re-cord prior to the date of the Security Deed and those appearing after the date of the Security Deed Security Deed and consented to of record by Grantee; and (c) all rights to any easements benefiting the Land for ingress and egress to and from Gumlog Road pursuant to Plat Book 59, Page 192, aforesaid Records. The entity that has full authority to negotiate, amend, and modify all the terms of the Security Deed with Debtor is the secured creditor: Acorn 6B Gumlog Road Real Estate, LLC, 465 North Halstead Street, Suite 130, Pasadena, California 91107. Attention: Mr. Peter Mateo. Tel.: (949) 517-0822. Please be advised that the secured creditor is not required by law to negotiate, amend or modify the terms of the Security Deed. Acorn 6B Gumlog Road Real Estate, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AS ATTORNEY-IN-FACT FOR Rivendale, L.L.C. BRYAN CAVE LLP Theresa B. Hubbard, Eso One Atlantic Center, 14th Floor 1201 West Peachtree Street, N.W. Atlanta, Georgia 30309

Representative(s). This 11th day of January, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jan16,23,30,Feb6)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA,

COUNTY OF UNION

IN RE: Estate of Brenda Lee Lynch, De-All debtors and creditors of the Estate of

Brenda Lee Lynch, 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 21st dav of December. 2012.

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

Blairsville, GA 30512 N(Dec26, Jan2, 9, 16)B

NOTICE OF INCORPORATION Notice is given that Articles of Incorpora-tion which will incorporate Extreme Christian Outdoors Television, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Non-Profit Corporation Code. The initial registered of-fice of the corporation will be located at 76 Shoe Factory Road, Blairsville, Georgia and its initial registered agent at such address is Oscar Thomas.

- Jennifer L. Chapman Jennifer L. Chapman, LLC PO Box 947
- Athens. GA 30603 N(Jan9,16)P

NOTICE OF ARTICLES OF INCORPORATION Notice is given that articles of incorpora-tion that will incorporate Sumari, LLC, have been delivered to the Secretary of State for filing in accordance with the Georgia Busi-ness Corporation Code. The initial registered office of the corporation is located at 253 Highway 515 East, Building 2, Suite C, Blairsville, Georgia and its initial registered agent at such address is Ami Terry. N(Jan16,23)B

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS STATE OF GEORGIA

COUNTY OF UNION The undersigned does hereby certify that Francine R. Rose conducting a business as Heirloom Appraisals p/k/a Southern Ap-praisal Connection in the City of Blairsville, County of Union, in the State of Georgia, under the name of Heirloom Appraisals, and that the nature of the business is Personal Property Appraisals and that the names and addresses of the persons, firms or partner-ship owning and carrying on said trade of business are: Francine R. Rose, 553 Blue Ridge Street, Blairsville, Ga. 30512. N(Jan16,23)P

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS

STATE OF GEORGIA COUNTY OF UNION

The undersigned does hereby certify that Hobo Services, Inc. conducting a business as 515 Emporium in the City of Blairsville, County of Union, in the State of Georgia, under the name of 515 Emporium, and that the nature of the business is Gift Shop and that the names and addresses of the persons. firms or partnership owning and carryi on said trade of business are: Thomas Hoque, 257 Madeline Way, Blairsville, Ga. 30512.

N(Jan9,16)P NOTICE Georgia, Union County

N(Jan9.16.23.30)P

Notice is hereby given that Nola Eveline Judy, the undersigned, filed her petition to the Superior Court of Union County, Georgia, on the 8th day of December, 2012, praying for a change in the name of the petitioner from Nola Eveline Judy to Nola Eveline Smith. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within thirty (30) days of the filing of said petition.

This the 6th day of December, 2012 Nola Eveline Judy, Petitione

NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY

Probate Court of Union County RE: Petition of Edward T. Hutson, Jr. and Gail Denise Sciota for Discharge as Executors of the Estate of Alwaine Totherow, Deceased.

To Whom it may concern: This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before January 28, 2013. BE NOTIFIED FURTHER: All objections to the

petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required

amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition

Subject to an easement to Blue Bidge Mountain EMC recorded in Union County Records in Deed Book 146 Pages 76-77

which has the property address of 352 Tan-glewood Circle, Blairsville, Georgia., together 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 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 bor-rower, 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 Tracey M King and the proceeds of said sale will be applied to the payment of said indebt-edness, the expense of said sale, all as pro-vided 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 Tracey M King McCurdy & Candler, L.L.C. (404) 373-1612

N(Jan9,16,23,30)B

www.mccurdycandler.com The North Georgia News Publication_Dates: 01-09-2013, 01-16-2013, 01-23-2013. 01-30-2013 File No. 12-07423 /FHLMC/wmorgan THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER.

UNION COUNTY Pursuant to the Power of Sale contained in a Security Deed given by Angelia D Maltby and Benjamin T Maltby, Jr. to Mortgage Electron-ics Registration Systems, Inc. as nominee for United Community Bank, d/b/a United Community Mortgage Services, Inc. dated 4/22/2010 and recorded in Deed Book 831 Page 499, UNION County, Georgia records; as last transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC MORT LOANS SERVICING, LP FKA COUNTRYWIDE UOME LOANS SERVICING, LP ACCOUNTRYWIDE HOME LOANS SERVICING, LP, conveying the after-described property to secure a Note in the original principal amount of \$ 245,471,00. the original principal amount of \$245,471,00, 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 February 05, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property: All that tract or parcel of land lying and be-

ing in Land Lots 322 & 323, 9th District, 1st Section, Union County, Georgia, containing 1.752 acres and being shown as Lot Fourteen (14) of Old Birch Bend on a plat of survey by Rochester & Associates, Inc., RS #2349, dated 5/4/04, revised 10/30/04 and recorded in Plat Book 55 page 198 Union County records, which description on said plat is hereby

incorporated by reference and made a part hereof. The property is subject to the road easements

as shown on said plat and to all existing road and utility easements.

and utility easements. The property is subject to the restrictions recorded in Deed Book 149 pages 117-118 Union County records and to the Release From Restrictions recorded in Deed Book 155 page 287 and in Deed Book 155 page 591 Union County records. The property is subject to the restrictions

recorded in Deed Book 569 pages 500-504

Union County records. The property is subject to an easement to Blue Ridge Mountain EMC recorded in Deed Book 151 pages 378-380 Union County re-

cords. The property is subject to the flood hazard

area as shown on said plat. This sale will be made subject to any right of the United States of America to redeem the hereinabove described property within 120 days from the sale date aforesaid, in order to satisfy certain outstanding federal tax liens. 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 the Security Deed and by law,

including attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 93 Chimney Stone Road, Blairsville, GA 30512-0000 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): Angelia D Maltby and Benjamin T Maltby, Jr. or tenant or tenants.

Bank of America is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established guide-

Bank of America Home Loan Assistance Dept.

7105 Corporate Drive

lines

Plano, TX 75024 (800) 846-2222

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 vet due and taxes which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing author ity. (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed, Pursu ant 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 foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING. LP as agent and Attorney in Fact for Angelia D Maltby and Benjamin T Maltby, Jr.

ON SAID PLAT. THE PROPERTY IS MORE COMMONLY KNOWN AS 5626 PINE TOP ROAD, BLAIRSVILLE, GA

30512. The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated August 21, 2008 from Sidney Jona-than Dyer and Laura Ann Dyer to the Bank of Blairsville in the original principal amount of \$264,754.21, as assigned to Citizens South Bank, and as the same has been reduced to a Judgment as evidenced by that certain Default Judgment filed July 5, 2011 in Civil Action File No. 11-CV-174-MM in the Superior Court of Union County, State of Georgia (the Note 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 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 conditions 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 Sidney Jonathan Dyer and Laura Ann Dyer, 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 outstanding ad valorem taxes and/or assess-ments, 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 Sidney Jonathan Dyer and Laura

Ann Dver. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Sidney Jonathan Dyer and Laura Ann Dyer, and tenants holding under them. Park Sterling Bank, successor by merger to Citizens South Bank, successor in interest to Bank of Blairsville, as Attorney-in-Fact for Sidney Jonathan Dyer aka Sidney J. Dyer and Laura Ann Dver, aka Laura A. Dver, M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600. One Tower Creek

3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 N(Jan9,16,23,30)B

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA, COUNTY OF UNION Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by LORRIE K MASHBURN AND CLIFFORD R JONES JR to MORTGAGE ELECTRONIC REGISTRA-TION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR PHH MORTGAGE CORPORATION , dated 09/23/2009, and Recorded on 09/23/2009 as Book No. 813 and Page No. 626, UNION County, Georgia records, as last assigned to PHH MORTGAGE CORPORATION (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$98,188.00, with interest at the rate specified therein, there will 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 February, 2013, the following described prop-erty: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT 1ST SECTION; LAND LOT 36 OF UNION COUNTY, GEORGIA. CONTAINING 1.56 ACRES. MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS; BEGINNING AT THE POINT WHERE THE CEN-TERLINE OF AN OLD ROAD BETWEEN THIS PROPERTY AND THE LOVE PROPERTY IN-TERSECTS THE SOUTH RIGHT-OF-WAY LINE OF THE JOHN SMITH MILL ROAD: THENCE THREE(3) COURSES AND DISTANCES ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF JOHN SMITH MILL ROAD AS FOL-LOWS: N 65 DEGREES E 190 FEET, N 75 DE-GREES E 74 FEET, N 80 DEGREES E 41 FEET, THENCE S 432 FEET TO THE CENTERLINE OF A CREEK; THENCE TWO (2) COURSES AND DIS-TANCE ALONG AND WITH THE SAID CENTER-LINE AS FOLLOWS: N 88 DEGREES W 48 FEET TO THE POINT WHERE THE SAID CENTERLINE OF THE CREEK INTERSECTS THE CENTERLINE OF THE OLD ROAD: THENCE FOUR (4) COURS-ES AND DISTANCES ALONG WITH THE SAID CENTERLINE OF THE OLD ROAD AS FOLLOWS: N 3 DEGREES 45' W 76 FEET, N 25 DEGREES 30' W 84 FEET, N 41 DEGREES 15' W 94 FEET, N 41 DEGREES W 138 FEET TO THE POINT OF BEGINNING. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect at-torney's fees having been given). PHH MORT-GAGE CORPORATION holds the duly endorsed Note and is the current assignee of the Se-curity Deed to the property. PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. acting on behalf of and, as necessary, in con-sultation with PHH MORTGAGE CORPORATION (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2. PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. ma be contacted at: PHH MORTGAGE CORP. F/K/ CENDANT MORTGAGE CORP., 2001 BISHOPS GATE BLVD., MT. LAUREL, NJ 08054, 800-750-2518. Please note that, pursuant to 0.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 7064 JOHN SMITH ROAD E, BLAIRSVILLE, GEORGIA 30512 is/are: LOBBIE K MASHBURN AND CLIFFORD R JONES JR or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the prop-erty, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursu-ant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be 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. PHH MORTGAGE COR-PORATION as Attorney in Fact for LORRIE K MASHBURN AND CLIFFORD R JONES JR. THIS LAW EIDM LE ACTIVE OF A DETE COLLEG LAW FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20120028701447 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas

All of the above property is further shown on a plat of survey by Tamrok Engineering, Inc., RS #1626, dated 7/12/91, a copy of same being attached to Exectors Deed recorded in Book 686, Page 137. Also conveyed is a non-exclusive perpetual

easement for the use of the roads for ingress and egress to the above described prop which has the property address of 691 Ne ton Circle, Blairsville, Georgia., together with all fixtures and other personal property con-veyed 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 property. The sale will be conducted subject (1) to con-

firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation 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 Ronna L. McFadden and William E. McFadden 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

Ronna L. McFadden and William E. McFad-

McCurdy & Candler, L.L.C.

(404) 373-1612 www.mccurdycandler.com The North Georgia News Publication Dates: 01-09-2013, 01-16-2013, 01-23-2013, 01-30-2013 File No. 12-05988 /FHLMC/mtucker

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(Jan9,16,23,30)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 ANNA RAY FOSTER A/K/A ANNIE RAY FOSTER to UNION COUNTY BANK N/K/A UNITED COM-MUNITY BANK, dated May 12, 1978, recorded May 15, 1978, in Deed Book 104, Page 259, Union County, Georgia records, as modified, said Security Deed being given to secure a Note from ANITA ENGLISH and ANNIE RAY FOSTER, with interest from date at a rate per cent per annum on the unpaid balance until naid: there will be sold by the undersigned at ublic outcry to the highest bidder for cash efore the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following described property: BEGINNING at a point on the North right of

way of Kimsey Street, said point being the boundary between this property and that of Mrs. Vickie Flack: thence with the Flack line North 20 deg 30' West 100 feet to a locust stake in Fence corner this point marking the boundary between this tract, the Flack property and the property of Ralph Conley; thence with the Ralph Conley line South 74 deg West 206 feet to a stake corner on the West side of an Alley; thence with said alley North 24 deg West 154 feet to a large pale end fence that marks the boundary between this property and that of Union County High School; thence with the high school property South 63 deg West 178 feet to a locust stake fence corner marking the boundary of this property, the high school property and that of Johnny Nelson: thence with the Nelson property South 30 deg East 113 feet to a locust stake corner fence; thence continuing with the Nelson property South 64 deg West to the center line of branch; thence with the center line of line of branch; thence with the center line of said branch South 20 deg 30 minutes East 152 feet to the North right of way of Kimsey Street; thence with said North right of way line of Kimsey street North 67 deg East 428 ft to the place of the beginning, and for a full and complete description reference is here made to a plat of survey made by C.E. Farley, Surveyors on May 25, 1965 and recorded in the Clerks Office, Union Superior Court in Plat Book A, page 205. The above described tract being in the 9th District, 1st Section, Land lot

no. 273, containing 1.9 acres. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, fail-ure 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 out-standing ad valorem taxes (including taxes

N(Jan9,16,23,30) NOTICE OF SALE UNDER POWER

STATE OF GEORGIA COUNTY OF UNION

By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt (With Future Advance Clause) dated May 17, 2005 from Flaga Partners, LLC ("Debtor" or "Grantor") to Bank of Hiawasee d/b/a Bank of Blairsville and recorded in Deed Book 581, Page 591, Union County, Georgia records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 611, page 3, aforesaid records, as modified by that Modification of Deed to Secure Debt record-ed at Deed Book 648, page 471, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 677, page 329, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 681, page 544 aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 717, page 446, aforesaid records as modified by that Modification of Deed to Secure Debt recorded at Deed Book 737 page 398, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 760, page 613, as aforesaid records, as affected by Quitclaim Deed recorded at Deed Book 823, page 115, as assigned to CADC/RADC Venture 2011-1 LLC ("CRV") pursuant to that certain Assign-ment of Real Estate Deed to Secure Debt ef-fective as of August 24, 2011 and recorded in Deed Book 890, Page 770, aforesaid records, and as subsequently assigned to Acorn 6B Majestic Ridge Real Estate, LLC ("Holder" or "Grantee") pursuant to an assignment to be recorded prior to foreclosure (the foregoing deed to secure debt, as may have from time to time been or may be assigned, assumed modified, amended, or amended and restated is hereinafter referred to as the "Security Deed"), said Security Deed being given to secure a universal note dated October 17, 2007 in the original stated principal amount of Two Million Two Hundred Forty-One Thou-sand Seven Hundred Thirty-One and 93/100 Dollars (\$2,241,731,93), as subsequently endorsed to CRV, and then to Holder (said note, as same from time to time may have been endorsed, renewed, replaced, modified, as-signed, amended, or amended and restated, being hereinafter referred to as the "Note"); there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Union County,

(404) 572-6600 N(Jan9,16,23,30)B

UNION COUNTY

Said

given).

lines

GMAC Mortgage, LLC

3451 Hammond Avenue Waterloo, IA 50702

Loss Mitigation

(800) 850-4622

NOTICE OF SALE UNDER POWER,

Pursuant to the Power of Sale contained in

a Security Deed given by Jo Ann V Marvel to Mortgage Electronic Registration Systems, Inc. as nominee for USAA Federal Savings

Bank dated 6/15/2005 and recorded in Deed Book 586 Page 758, UNION County, Georgia

records; as last transferred to GMAC Mort-

gage, LLC, conveying the after-described property to secure a Note in the original

principal amount of \$ 85,000.00, with inter-est at the rate specified therein, there will be sold by the undersigned 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 February 05, 2013

(being the first Tuesday of said month unless said date falls on a Federal Holiday), the fol-lowing described property:

All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 12 of Union County, Georgia, and being Lot 3 of

Coosa Creek Acres Subdivision, containing

0.91 acres, more or less, as shown on a plat of survey by North Georgia Land Surveyors

dated October 1981, and recorded in Union County Records in Plat Book L, Page 232.

plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

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

due and in the manner provided in the Note and Security Deed. The debt remaining in de-

and Security Deeu. The departments of the purpose fault, this sale will be made for the purpose of naving the same and all expenses of this

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

Said property is commonly known as 1653 Rachel Road, Blairsville, GA 30512 together with all fixtures and personal property at-

tached to and constituting a part of said property, if any. To the best knowledge and

belief of the undersigned, the party (or parties) in possession of the subject property is (are): Jo Ann V Marvel or tenant or tenants. GMAC Mortgage, LLC is the entity or individ-

ual designated who shall have full authority to negotiate, amend and modify all terms of

the mortgage pursuant to established guide-

Note, however, that such entity or individual

is not required by law to negotiate, amend or modify the terms of the loan.

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

payable), (b) unpaid water or sewage bills that constitute a lien against the property whether due and payable or not yet due and

payable and which may not be of record, (c) the right of redemption of any taxing author-ity, (d) any matters which might be disclosed

by an accurate survey and inspection of the property, and (e) any assessments, liens, en-cumbrances, zoning ordinances, restrictions,

covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject to (1)

confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the

Ioan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regard-

ing the rescission of iudicial and non-iudicial

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

GMAC Mortgage, LLC as agent and Attorney in Fact for Jo Ann V Marvel Aldridge Connors, LLP, 15 Piedmont Center,

may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512 706-439-6006

IN THE PROBATE COURT COUNTY OF UNION STATE OF GEORGIA IN RE: Estate of Jean M. Carter, Deceased

Estate No. 13-01 NOTICE

AN ORDER FOR SERVICE WAS GRANTED BY THIS COURT ON JANUARY 10, 2013, REQUIR-ING THE FOLLOWING:

TO: Janet Marie Carter Movle

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before February 11, 2013. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/ objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/ telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be

granted without a hearing. Dwain Brackett, Probate Judge

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

706-439-6006 N(Jan16,23,30,Feb6)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

By virtue of Power of Sale contained in Deed to Secure Debt ("Security Deed") from FRED S. ROBERTS ("Grantor") to BETTY JO ALLBRITTON ("Grantee"), dated November 30, 2006, recorded December 11, 2006, in Deed Book 681, Page 266, Union County, Georgia Records, said Security Deed being given to secure a Note of even date in the original principal amount of One Hundred Twenty Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$126,250.00), with interest from date at the rate as provided therein on the unpaid balance until paid. Whereas the debt secured by the said deed to secure debt aforesaid, has become in default as to the principal and interest and the holder thereof has declared the en-tire indebtedness as once, immediately due and payable; now, therefore, pursuant to the terms, provisions, and conditions of the aforesaid deed to secure debt and the laws in such cases made and provided for, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Blairsville. Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following described real property to

wit: All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lot 79 of Union County, Georgia, and being Lot 1 of Chestnut Ridge subdivision, con-teriors 21 de carea mere acteur of the taining 2.16 acres, more or less, as shown ing a plat of survey by Tim Cable Survey-ing, dated March 25, 1994 and recorded in Union County Records in Plat Book 31, Page 104. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described prop-

erty. Property Address: 3650 Chestnut Ridge Rd. Blairsville, GA 30512

The debt secured by the Security Deed has been and is hereby declared due because of, among other possible events of default, failure to comply with the terms of the Note and Security Deed. The debt remaining in default. this sale will be made for the purpose of paying the same and all expenses of this sale, including attorneys' fees (notice of intent to collect attorneys' fees hav-

ing been given). Said property will be sold subject to any 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 out above.

To the best knowledge and belief of Grantee, the above described property is in the possession of FRED S. ROBERTS, or a tenant or tenants, and will be sold subject to the outstanding ad valorem taxes and/or assessments, if any.

Betty Jo Albritton As Attorney in Fact for Fred S. Roberts

N(Jan9.16.23.30)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 con-

tained in a Security Deed given by Thomas K. Gillispie and Jennifer Anne Gillispie to Mortgage Electronic Registration Systems, Inc as nominee for First Guaranty Mortgage Corporation its successors and assigns, dated February 12, 2009, recorded in Deed Book 792, Page 298, Union County, Georgia Records, as last transferred to LoanCare, A Division of FNF Servicing, Inc. by assign-ment recorded in Deed Book 920, Page 632, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUN-DRED THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 0/100 DOLLARS (\$200,871.00), 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 Febru-ary, 2013, the following described property: The following described property situated in Union County, Georgia, to wit: All that tract or parcel of land lying and being in District 9, Land Lot 48, 1st Section of Union County, Georgia, containing 1.50 acres, more or less, as shown on a plat of survey prepared by Owenby Land Surveying, Inc., dated June 28, 2004 and recorded in Plat Book 54, Page 191, Union County, Georgia records, Said plat being incorporated herein by reference for a more complete description of said property. And being the same property conveyed to Thomas K. Gillispie and Jennifer Anne Gil-Inomas K. Gillispie and Jennifer Anne Gil-lispie, husband and wife as joint tenants with right of survivorship, and not as tenants in common, by virtue of QuitClaim Deed from Thomas K. Gillispie, a married man, dated October 20, 2008, and recorded November 03, 2000 in Cast Pack 2008, in Deed Book 779, page 84, among the land records of Union County, State of Geor-gia. Tax ID No. 006-075A February 12, 2009 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 pav-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, includ-ing attorney's fees (notice of intent to collect attorney's fees having been given). Loancare Servicing Center holds the Note and Security Deed to the been determined. Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: LoanCare, A Division of FNF Servicing, Inc.. Loancare Ser-vicing Center can be contacted at 800-909-9525 or by writing to 3637 Sentara Way, Suite 303, Virginia Beach, VA 23452, to discuss bus, wrginia beach, wa założ, to uiscuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, re-strictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Thomas K. Gillispie and Jen-nifer Anne Gillispie or a tenant or tenants and said property is more commonly known as 445 Dockery Creek Road, Young Harris, Geor-gia 30582. The sale will be conducted subject gia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohib-ited 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. LoanCare, A Division of FNF Servicing, Inc. as Attorney in Fact for Thomas K. Gil-lispie and Jennifer Anne Gillispie Johnson & Freedman, LLC 1587 Northeast Express-way Atlanta. Genraia 30399 (770) 234-9181 way Atlanta, Georgia 30329 (770) 234-9181

Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT

COLLECTOR ATTEMPTING TO COLLECT A ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, 1016-654776A

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

Because of default in the payment of the

indebtedness, secured by a Security Deed executed by William E Campbell to First Ho-rizon Home Loan Corporation dated January 13. 2004 in the amount of \$155.000.00, and recorded in Deed Book 506, Page 448, Union County, Georgia Records; as last transferred to First Horizon Home Loans a division of First Tennessee Bank National Association by assignment; the undersigned, First Horizon Home Loans a division of First Tennessee Bank 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 February, 2013 , 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 described in said deed to-wit:

All that tract or parcel of land lying and being in the 1st Section. 7th District. Land Lot 94. Union County, Georgia, containing 4.58 acres, and being Lot Six (6) of Skeenah Highlands as shown on a plat of survey by Roy A. Terrell, RS # 1700. dated 11/26/84 and recorded in Plat Book P Page 203 Union County records, which description on said plat is incorporated herein by reference.

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

The property is conveyed subject to the re-strictions in Deed Book 155, Page 412, Union County, Georgia records,

The property is conveyed subject to the pow-erline easement granted to Blue Ridge Mountain EMC recorded in Deed Book 155, Page 409, Union County, Georgia records. Also a perpetual easement of ingress and

egress to the above property along the roads as shown on said plat of survey. which has the property address of 3930 High-

land Lane, Blairsville, Georgia., together 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 property. The sale will be conducted subject (1) to con

firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation 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. Notic 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 William E. Campbell and Patricia Campbell 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. First Horizon Home Loans a division of First

Tennessee Bank National Association Attorney in Fact for

William E Campbell McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com

The North Georgia News Publication Dates: 01-09-2013, 01-16-2013,

01-23-2013, 01-30-2013 File No. 11-00631 /FNMA/efisher 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(Jan9,16,23,30)B

NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Johnny F. Williams to Mortgage Electronic Registration Systems, Inc. as nominee for Seasons Bank and its successors and assigns dated September 26, 2005, and recorded in Deed Book 606, Page 468, Union County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, NA by Assignment, securing a Note in the original princi-pal amount of \$236,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said to the power of sale contained in adult of sale indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, February 5, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed. to-wit: All that tract or parcel of land lying and be-ing in the 17th District, 1st Section, Land Lot 216 of Union County, Georgia, and being Lot 41 of Smokey Mountain Estates Subdivision, containing 2.00 acres, more or less, as shown on a plat of survey by Rochester & Associ-ates, Inc., dated April 15, 1987, and recorded in Union County Records in Plat Book U. Page 37. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

NOTICE OF SALE UNDER POWER

N(Jan9,16,23,30)B

75001 Telephone: (972) 341-5398.

GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Geraldine J. Walker to Mort-gage Electronic Registration Systems, Inc. as nominee for Appalachian Community Bank, its successors and assigns dated December 17, 2001 in the amount of \$60,000.0, and recorded in Deed Book 401. Page 271. Union County, Georgia Records; as last transferred to JPMorgan Chase Bank, National Association by assignment; the undersigned JPMorgan Chase Bank, National Association pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pur-suant to the power of sale contained in said deed, will on the first Tuesday in February, 2013 , during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the

operty described in said deed to-wit: I that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lots 90 & 91 of Union County, Georgia, containing 0.22 acre, more or less, and being Lot 6 as shown on a plat of survey by Bruce Hunt, County Surveyor, dated June 1973 and re-corded in Union County Records in Plat Book C. Page 185. Said plat is incorporated herein. by reference hereto, for a full and complete description of the above described property. which has the property address of 42 Twisted Pine Lane, Blairsville, Georgia., together with all fixtures and other personal property con-

veved 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 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 con-firmation 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 bor-rower, 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 Geraldine J. Walker and the proceeds of said sale will be applied to the payment 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 pro-vided in the aforementioned Security Deed. JPMorgan Chase Bank, National Association Attorney in Eact for Attorney in Fact for

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

www.mccurdycandler.com The North Georgia News Publication Dates: 01-09-2013, 01-16-2013,

which are a lien, but not yet due and pay-able), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, ease-ments, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set

the best knowledge and belief of the

undersigned, the party in possession of the property is ANNA RAY FOSTER A/K/A ANNIE RAY FOSTER or a tenant or tenants. UNION COUNTY BANK N/K/A UNITED COM-MUNITY BANK, as attorney in Fact for ANNA RAY FOSTER A/K/A ANNIE RAY FOSTER

L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-02468 N(Jan9,16,23,30)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 EMAN-UEL LEGG to UNION COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated March 25, 1986, recorded March 25, 1986, in Deed Book 143, Page 171, Union County, Georgia records, as last modified by Modification of Security Deed dated June 23, 2007, recorded in Deed Book 715, Page 634, Union County, Georgia records, said Security Deed be-ing given to secure a Note from EMANUEL LEGG dated June 23, 2007, in the original principal amount of Twelve Thousand One Hundred Fourteen and 29/100 (\$12,114.29) 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 February, 2013, the following described property:

All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lot 13 of Union County, Georgia, containing 0.60 acres, more or less, and being more particu-larly described as follows:

Beginning at the land lot corner common to Land Lots 13, 14, 23 and 24; thence North 90 degrees 00 minutes West 1,000 feet to an iron pin and the True Point of Beginning: thence South 88 degrees 31 minutes 40 seconds West 93.43 feet to an iron pin; thence North 77 degrees 27 minutes 50 seconds West 50.68 feet to an iron pin; thence North 85 degrees 38 minutes 30 seconds West 177.65 feet to a telephone pole on the East right of way of County Road 37, North 44 degrees 12 minutes 50 seconds East 29.42 feet to an iron pin; thence North 42 degrees 47 minutes 45 seconds East 111.39 feet North 38 degrees 17 minutes 08 seconds East 61.63 feet to an iron pin: thence South 47 degrees 02 minutes seconds East 253.93 feet to the True Point of Beginning.

The property is shown on a plat and survey by M.E. Richards, Union County Surveyor dat-ed November 7, 1985, and recorded in Union County Records, in Plat Book R. Page 43.

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 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 re-cord 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 EMANUEL LEGG or a tenant or

UNION COUNTY BANK N/K/A UNITED COM-

as attorney in Fact for EMANUEL LEGG L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jan9,16,23,30)B

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale con-tained in a Security Deed from BETH WRIGHT to UNITED COMMUNITY BANK, dated September 1, 2006, recorded September 11, 2006, in Deed Book 666, Page 480, Union County, Georgia records, as last modified by Modification of Security Deed dated September 1, 2012, recorded in Deed Book 918, Page 629, Union County, Georgia records, said Secu-rity Deed being given to secure a Note from NORTHLAND TITLE PAWN, LLC, 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 February, 2013, the following described

All that tract or parcel of land lying and be ing in the 10th District. 1st Section Land Lot 17, of Union County, Georgia, containing 3.26 acres more or less, as shown on a plat of survey by North Georgia Land Surveyors, dated June 1982, and recorded in Union County, Georgia records in Plat Book Q, Page 114. Said plat is incorporated into this instru-ment by reference hereto for a complete and accurate description of the above conveyed

Georgia, within the legal hours of sale on the first Tuesday in February 2013, all of Debtor's right, title and interest in and to the following described property (collectively, the

"Property"): All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lots 110 & 111 of Union County, Georgia, and be-ing Tract Three (3) containing 12.783 acres, more or less, and Tract Four (4) containing 29.957 acres, more or less, as shown on a plat of survey by Rochester & Associates Inc., dated December 21, 1995 and recorded in Union County records in Plat Book 33, Page 218. Said plat is incorporated herein by reference hereto, for a full and complete de-

All that tract or parcel of land lying and being in Land Lots 110 & 111, 16th District, 1st Section, Union County, Georgia, containing 4.658 acres, Being "A. Bennett Tract" as shown on a plat of survey by Rochester & Associates, Inc. dated January 20, 2000 and recorded in Plat Book 44 Page 186 Union County records which description on said plat is incorporated herein by reference. All that tract or parcel of land lying and be-

ing in the 16th District, 1st Section, Land Lot 110 of Union County, Georgia, containing 13.0 acres, more or less, and being Lots 1, 2, 3, 4, 5. 6. 7. 8. 9. and Tracts II and III of Ehlerise Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated 2/13/91 and recorded in the Union County records in Plat Book 27 Page 106, and said plat is in-corporated herein, by reference hereto, for a full and complete description of the above roperty. Il that tract or parcel of land lying and being

in the 16th District, 1st Section Land Lots 134 and 135, of Union County, Georgia, containing 42 acres more or less, as shown on a pla of survey by Blairsville Surveying Co., dated March 1994, and recorded in Union County Georgia records in Plat Book 46, Page 69 Said plat is incorporated into this instrument by reference hereto for a complete and ac-curate description of the above conveyed property.

LESS AND EXCEPT:

All that tract or parcel of land being 1.991 acres, more or less, as more fully shown in Plat Book 62, page 70 as conveyed by War-ranty Deed from Flaga Partners, LLC, as recorded in Deed Book 822, page 3 of the Union County, Georgia records. LESS AND EXCEPT:

LESS AND EACEPT: That certain property conveyed in that joint teenancy with survivorship warranty deed from Flaga Partners, LLC to Robert D. Hart-man and Linda D. Hartman, filed and re-corded December 22, 2009, at Deed Book 822, Page 3, Union County, Georgia records, as affected by Quitclaim Deed from Bank of Historacoact & Encre Decharge LLC filed Ionu. Hiawassee to Flaga Partners, LLC, filed Janu-ary 6, 2010, recorded at Deed Book 823, page 115, aforesaid records, releasing lot 134.

TOGETHER WITH all rights, easements, ap-purtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all improvements, structures, fixtures, and replacements that are part of the real estate described above.

The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of principal and interest when due. The indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder shall be applied as provided by law. mainder, if any, To the best of Holder's knowledge, the party

in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental assessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to by the

grantee therein The entity that has full authority to negoti-

ate, amend, and modify all the terms of the Security Deed with Grantor is the secured creditor: Acorn 6B Majestic Ridge Real Estate, LLC, 4675 Macarthur Court, Suite 1550. Newport Beach, CA 92660, Attention: Peter Mateo, (949) 517-0822. Please understand that the secured creditor is not required by law to negotiate, amend or molify the terms of the mortgage instrument. Acorn 6B Majestic Ridge Real Estate, LLC, a

Georgia limited liability company, as attor-ney-in-fact for Flaga Partners, LLC ney-in-fact for Fl BRYAN CAVE LLP

Justin S. Barry, Esq. One Atlantic Center Fourteenth Floor 1201 West Peachtree Street, NW Atlanta, Georgia 30309 (404) 572-6600 N(Jan9,16,23,30)B

NOTICE OF SALE UNDER POWER

BECOME AND AND A CONTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Michelle C. Ingram and Terry C Ingram and Jason Totherow and Miranda Totherow to Mortgage Electronic Registration Systems, Inc., as nominee for Quicken Loans, Inc., its successors and assigns dated April 30, 2007 in the amount of \$275,400.00, and so, 2007 in the anount of \$275,400.00, and recorded in Deed Book 709, Page 93, Union County, Georgia Records; as last transferred to Nationstar Mortgage LLC by assignment; the undersigned, Nationstar Mortgage LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtdeene due and envelop and Mus said indebtedness due and payable and pur-suant to the power of sale contained in said deed, will on the first Tuesday in February 2013 , during the legal hours of sale, at the Courthouse door in Union County, sell at pub lic outcry to the highest bidder for cash, the property described in said deed to-wit: All that tract or parcel of land lying and be ing in the 9th District, 1st Section, Land Lot 288 of Union County, Georgia, and being Lot 1 and Lot 2, as shown on a plat of survey by B Keith Rochester and Associates, Inc., dated March 10, 1988, last revised April 4, 1996 and recorded in Union County Records in Plat Book 35, Page 115. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Commonly known as: 295 Rocky Creek Lane, Blairsville, GA 30512. which has the property address of 295 Rocky Creek Lane, Blairsville, Georgia,, together with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid

S375 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1165-4694A

NOTICE

immediately above.

Georgia, Union County: I, Libby Stevens, Superintendent of Elections for the above State and County, do hereby certify that:

A Special Election shall be held on March 19, 2013, between the hours of 7:00 a.m. and 7:00 p.m. the question to be put before the voters of Union County. RESOLUTION CALLING SPECIAL PURPOSE

LOCAL OPTION EDUCATIONAL SALES TAX REFERENDUM

A RESOLUTION OF THE BOARD OF EDUCATION OF UNION COUNTY, GEORGIA RELATING TO THE IMPOSITION OF A ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY ARTICLE VIII, SECTION VI. PARAGRAPH IV OF THE CONSTI-TUTION OF GEORGIA AND PART 2 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED: SPECIFYING THE PURPOSE FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING

THE MAXIMUM PERIOD OF TIME FOR WHICH SUCH TAX MAY BE IMPOSED; SPECIFYING THE MAXIMUM COST OF THE PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; SPECIFYING THAT THE SCHOOL DIS-TRICT INTENDS TO ISSUE GENERAL OBLIGA-TION DEBT IN CONNECTION WITH SUCH TAX: REQUESTING THE CALL OF AN ELECTION OF THE VOTERS OF UNION COUNTY SCHOOL DIS-TRICT TO APPROVE THE IMPOSITION OF SUCH

TAX AND THE ISSUANCE OF SUCH GENERAL OBLIGATION DEBT; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH ELECTION AND THE NOTICE OF SUCH ELECTION; AND FOR OTHER PURPOSES WHEREAS. Article VIII. Section VI, Paragraph IV of the Constitution of Georgia and Part 2 of Article 3 of Chapter 8 of Title 48 of the Of-

ficial Code of Georgia Annotated (collectively the "Act") authorizes the imposition of a one percent sales and use tax for the purpose,

inter alia, of financing certain capital outlay

WHEREAS, the Board of Education of Union

County, Georgia has determined that it is in the best interests of the citizens of the Union County School District (the "School District")

that a one percent sales and use tax be im-posed in Union County for the purpose of financing certain capital outlay projects for

the School District, which projects will be for the benefit of all of the citizens of the School

WHEREAS, the School District also intends to

with the imposition of said tax in order to

finance said capital outlay projects; NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY BOARD OF EDUCATION, act-

ing by, for and on behalf of the Union County School District (the "School District"), that there be imposed, levied and collected in

Union County, a sales and use tax for edu-cational purposes, subject to approval by a majority of the qualified voters residing

within the limits of such county voting in the referendum therein, such tax to be at the rate of 1 percent as authorized by the

Constitution of Georgia, Art. VIII, Sec. VI, par. IV, and as further defined and implemented by Part 2 of Article 3 of Chapter 8 of Title 48

of the Official Code of Georgia Annotated, with the referendum to be held on March 19, 2013. Such tax shall be imposed for a time

not to exceed twenty (20) calendar quarters beginning with the calendar quarter follow-ing the calendar quarter in which the sales

and use tax for educational purposes pres-ently in effect expires, and for the purpose of raising not more than \$21,000,000 of net

proceeds by said tax, which shall go to the School District for the purposes of (i) acquir-

ing, constructing and equipping new school system facilities, including classroom ad-ditions, an agricultural sciences center, a

field house and a multi-use auditorium, (ii)

adding to, renovating, repairing, improving, and equipping existing school buildings and school system facilities, including athletic

facilities, (iii) acquiring miscellaneous new equipment, fixtures and furnishings for the school system, including instructional and

administrative technology equipment and safety and security equipment, (iv) acquiring school buses, ve-

hicles and transportation and maintenance equipment, (v) acquiring textbooks and other instructional materials, including band

instruments and equipment, (vi) acquiring land for school system facilities, with the maximum cost of the projects described in

items (i) - (vi) payable from said tax being \$21,000,000, (vii) paying any general obliga-tion debt of the School District in conjunction

with the imposition of such sales and use tax, and (viii) paying the expenses incident to accomplishing the foregoing. FURTHER RESOLVED, that the School District

may use such other funds as may be lawful-ly available (whether federal, state or local

funds) to pay the costs of said capital outlay projects which exceed the maximum amount financed from this tax.

FURTHER RESOLVED, that in conjunction with the imposition of such sales and use tax, the School District intends to issue general

obligation debt in the aggregate principal amount not to exceed \$13,500,000. The pro-ceeds of such general obligation debt shall

be expended for the projects of the School District described in items (i)-(vi) and (viii) above and for payment of a portion of the in-

terest on such debt. The maximum interest rate of such general obligation debt shall not

exceed 6.0% per annum, and the amount of

aggregate principal to be paid in each year during the term of the aggregate debt is: YEAR - PRINCIPAL TO BE PAID

2014 - \$2.600.000

2014 - 32,000,000 2015 - 2,700,000 2016 - 2,800,000 2017 - 2,900,000

District; and

www.jflegal.com MSP/tg5 2/5/13 Our file no. 1736511-FT1 N(Jan9.16.23.30)B

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

Subdivision roads for ingress and egress to the above described property. Said property is known as 1550 White Oaks Road, Blairsville, GA 30512, together with all fixtures and personal property attached to and constituting a part of said property, it actual if anv.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspec-tion 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 proceeds of said sale will be applied to the payment of said indebtedness and all ex-penses of said sale as provided in said Deed, and the balance, if any, will be distributed as

provided by law. 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 con-firmation and audit of the status of the loan with the secured creditor.

The property is or may be in the possession of Johnny F. Williams, successor in interest

Wells Fargo Bank, NA as Attorney-in-Fact for Johnny F. Williams File no. 12-032590 SHAPIRO & SWERTFEGER, LLP* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/KB *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. [FC-NOS] N(Jan9,16,23,30)B

01-23-2013, 01-30-2013 File No. 12-10270 /FHLMC/mtucket 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. (Jan9,16,23,30)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 con-

tained in a Security Deed given by Lindsey A. Squire and Kyle R. Squire to Mortgage Electronic Registration Systems, Inc., dated October 11, 2006, recorded in Deed Book 672, Page 227, Union County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 897, Page 410, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-FIVE THOUSAND AND 0/100 DOLLARS (\$155,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union Tor cash before the courthouse door of union County, Georgia within the legal hours of sale on the first Tuesday in February, 2013, 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 remain-ing in default, this sale will be made for the purpose of paying the same and all expenses 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 vet due and payable), any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, en-cumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Wells Fargo Bank, N.A. is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the under-signed, the party in possession of the prop-erty is Lindsey A. Squire and Kyle R. Squire or a tenant or tenants and said property is more commonly known as 3995 Souther For-est, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the holder of the security deed. Wells Fargo the holder of the security deed. Wells Fargo Bank, N.A. as Attorney in Fact for Lindsey A. Squire and Kyle R. Squire McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/stm 2/5/13 Our file no. 51216912-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 98 in the 16th District, 1st Section, Land Lot 98 of Union County, Georgia, and being Lot 36 of Souther Mill Estates Subdivision, containing 1.133 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated June 2, 1995 and last revised Janu-ary 13, 2004, and recorded in Union County Records in Plat Book 55, Page 136. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Also conveyed is use of the subdivision roads for ingress and egress to the above described property. MR/ stm 2/5/13 Our file no. 51216912 - FT7 N(Jan9,16,23,30)B

property. Also conveyed is a non-exclusive perpet-ual easement for ingress and egress to the

above described property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, fail-ure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, Security Deed. Ine 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 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 out-

standing ad valorem taxes (including taxes which are a lien, but not yet due and paystandi able), 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 re-cord 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 BETH WRIGHT or a tenant or ten-

UNITED COMMUNITY BANK as attorney in Fact for BETH WRIGHT L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923

File No. 7484A-03430 N(Jan9,16,23,30)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 TWIGGS INVESTMENTS, LLC to UNITED COMMUNITY INVESTMENTS, LLC to UNITED COMMUNITY BANK, dated January 4, 2010, recorded January 6, 2010, in Deed Book 823, Page 230, Union County, Georgia records, as last modified by Modification of Security Deed dated January 7, 2011, recorded in Deed Book 858, Page 774, Union County, Georgia records, said Security Deed being given to secure a Note from NORTHLAND TITLE PAWN, LLC, with interest from date at a rate per cent per annum on the unpaid balance until cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following

described property: All that tract or parcel of land lying and be-ing in Land Lots 4 & 33, 9th District, 1st Section, Union County, Georgia, containing 4.762 acres and being shown as Tract C on a plat if survey by B. Keith Rochester & Associates, Inc., dated 5/18/95 and recorded in Plat Book 33, Page 76, Union County records which de-scription on said plat is hereby incorporated by reference and made a part hereof. Subject to a roadway easement as shown on

said plat. Subject to an easement to Blue Ridge Moun-

tain EMC as recorded in Deed Book 176, Page 776, Union County records. Subject to the restrictions recorded in Deed Book 186, Page 91, Union County records. Grantor grants to Grantees a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the

above 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 pay-able), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, ease-ments, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set

To the best knowledge and belief of the undersigned, the party in possession of the property is TWIGGS INVESTMENTS, LLC or a tenant or tenants.

UNITED COMMUNITY BANK, as attorney in Fact for TWIGGS INVEST-MENTS, LLC

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03427 N(Jan9,16,23,30)B

taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to con-

firmation that the sale is not prohibited un-der 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 Michelle C. Ingram and Terry C Ingram and Jason Totherow and Miranda Totherow and the proceeds of said sale will be ap-plied 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. Nationstar Mortgage LLC

Attorney in Fact for Michelle C. Ingram and Terry C Ingram and Jason Totherow and Miranda Totherow

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

www.mccurdycandler.com

The North Georgia News Publication Dates: 01-09-2013, 01-16-2013, 01-23-2013.01-30-2013 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(Jan9.16.23.30)B

2018 - 2,500,000 Prior to the issuance of any such general obligation debt, the Union County Board of Edu-cation shall determine that during each year in which any payment of principal or interest on such general obligation debt comes due, the School District will receive from such special sales tax net proceeds sufficient to

special safes that her proceeds sufficient to satisfy such liability. This paragraph shall constitute a statement of intention concern-ing use of the proceeds of the general obliga-tion debt as required by 0.C.G.A. §36-82-1. FURTHER RESOLVED, that the ballot to be used in such referendum should have writ-ten or printed theraon substantially the form ten or printed thereon substantially the form attached hereto as Exhibit A. FURTHER RESOLVED, that a referendum is

hereby called to be held in all voting pre-cincts of Union County on March 19, 2013, for the purpose of submitting to the qualified voters the question set forth in Exhibit A at-tached hereto.

FURTHER RESOLVED, that this resolution be forthwith delivered to the Superintendent of Elections in Union County for the call of the referendum to be issued, and for advertisement thereof to run once a week for five weeks immediately prior to the date of the referendum in the official organ of Union County in substantially the form attached hereto as Exhibit B. The first such adver-tisement shall run no later than February 12.2013.

FURTHER, RESOLVED, if general obligation debt is issued by the School District as contemplated herein, the School District shall cause to be levied a continuing direct annual ad valorem tax upon all the property subject to taxation for school bond purposes within the boundaries of the School District, as the same now exist and within any extensions thereof, sufficient to provide funds required to pay the principal of and interest on the general obligation debt as same becomes

due and payable, to the extent such principal and interest is not satisfied from the pro-ceeds of such special sales and use tax. FURTHER, RESOLVED, if general obligation debt is issued by the School District as contemplated herein, the funds provided by the cales and use tay shall be irranycable the sales and use tax shall be irrevocably pledged and appropriated to the payment of the principal of and interest on such general obligation debt as same matures. Said funds shall be placed in an escrow account or designated custodial account to be used as required by law for paying the principal of and interest on the general obligation debt, and said funds shall be held and kept separate and apart from all other revenues of the School District and may be invested and reinvested as provided by law.

FURTHER, RESOLVED, the proper officers and agents of the School District are hereby au-thorized to take any and all further actions as may be required in connection with the imposition of such special sales and use tax, the acquisition, construction and installation of the School District projects, and the issu-ance of such general obligation debt. ADOPTED by the Union County Board of Edu-

Abor 120 by the ontoil obtain of the Board, this 10th day of December, 2012. Attest: Gary Steppe, Secretary Gary Davenport, Chairman Tony Hunter, Board Member Julie Barton, Board Member Julie Barton, Board Member John Strickland, Board Member Carlton Collins, Board Member N(Jan16)B