North Georgia News

Legal Notices for January 9, 2012 NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER **NOTICE OF SALE UNDER POWER**

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Pauline T. Woodham, De-All debtors and creditors of the Estate of Pauline T. Woodham, 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 14th day of December, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Dec19,26,Jan2,9)B

STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Mary Kathryn Jenkins, De-All debtors and creditors of the Estate of Mary Kathryn Jenkins, deceased, late of Union County, Georgia, are hereby notified to Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).

This 11th day of December, 2012.

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

NOTICE TO DEBTORS AND CREDITORS

Blairsville, GA 30512 NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Annie Lou Worden, De-All debtors and creditors of the Estate of

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 13th day of December, 2012.

By: Kristin Stanlow By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION

IN RE: Estate of Wauneta Joyce Sanders,

Annie Lou Worden, deceased, late of Union County, Georgia, are hereby notified to

All debtors and creditors of the Estate of Wauneta Joyce Sanders, deceased, late of Union County, Georgia, are hereby notified to Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 13th day of December, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

Blairsville, GA 30512 NOTICE TO DEBTORS AND CREDITORS COUNTY OF UNION IN RE: Estate of Giles P. Dailey, Deceased All debtors and creditors of the Estate of Giles P. Dailey, 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 13th day of December, 2012.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 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 inter-ested persons are hereby notified to show cause, if any they have, on or before January 21, 2013, why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All 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

out a hearing.
Dwain Brackett, Probate Judge
By: Kristin Stanley
Probate Court Clerk
65 Courthouse Street
Blairsville, Ga. 30512
706_439_6006 706-439-6006 NOTICE TO DEBTORS AND CREDITORS 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

Representative(s). This 21st day of December, 2012.

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

NOTICE OF INCORPORATION

Blairsville, GA 30512

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

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, un-der 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 carrying

on said trade of business are: Thomas E. Hogue, 257 Madeline Way, Blairsville, Ga. 30512. Georgia, Union County 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

COUNTY OF UNION

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, Petitioner NOTICE OF SALE UNDER POWER, UNION COUNTY Union County
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 Mortgage, LLC, conveying the after-described property to secure a Note in the original principal amount of \$ 85,000.00, with interest at the rate specified therein, there will be cold by the undersigned at while outer.

within the legal hours of sale on February

from Nola Eveline Judy to Nola Eveline

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

The debt secured by said Security has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same

and all expenses of this sale, as provided

in the Security Deed and by law, including attorney's fees (notice of intent to collect

with all fixtures and personal property at-

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

belief of the undersigned, the party (or par-ties) in possession of the subject property is (are): Jo Ann V Marvel or tenant or ten-

attorney's fees having been given).

ants.

GMAC Mortgage, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all
terms of the mortgage pursuant to established guidelines.

GMAC Mortgage, LLC
Loss Mitigation

SMAC Mortgade, LLC
Loss Mitigation

Waterloo, IA 50702 Waterloo, IA 50702 (800) 850-4622 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 sewane hills that constitute a lien against the age bills that constitute a lien against the age bills that constitute a neh against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and

matters of record superior to the Security

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

of the loan with the holder of the Security

Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures

sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. GMAC Mortgage, LLC as agent and Attorney in Fact for Jo Ann V Marvel Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlan-COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1165-4694A NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Thomas K. Gillispie and Jennifer Anne Gil-lispie to Mortgage Electronic Registration

in Deed Book 792, Page 298, Union County, Georgia Records, as last transferred to LoanCare, A Division of FNF Servicing, Inc. by assignment recorded in Deed Book 920. to secure a Note in the original principal amount of TWO HUNDRED THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 0/100 DOL-LARS (\$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 February, 2013, the following described property: The following tonowing described property: The foncioning 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 Jen-nifer Anne Gillispie, husband and wife as joint tenants with right of survivorship,

married man, dated October 20, 2008, and recorded November 03, 2008, in Deed Book

married man, cated october 20, 2008, and recorded November 03, 2008, in Deed Book 779, page 84, among the land records of Union County, State of Georgia. Tax 1D No. 006-075A February 12, 2009 The debt secured by said Security Deed has been and interests and 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 he manner provided in the Note and curity Deed. The debt remaining in default, this sale will be made for the purpose of this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Loancare Servicing Center holds the Note and Security Deed to the above-referenced property and services the above-Note and Security 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 Servicing Center can be contacted at 800-909-9525 or by writing to 3637 Sentara Way, Suite 303, Virginia Beach, VA 23452, to discuss 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, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best curity 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 Jennifer Anne is Thomas K. Gillispie and Jennifer Anne Gillispie or a tenant or tenants and said property is more commonly known as 445 Dockery Creek Road, Young Harris, Georgia 30582. 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. LoanCare, A Division of FNF Servicing, Inc. as Attorney in Fact for Thomas K. Gillispie and Jennifer Anne Gillispie Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/tg5 2/5/13 Our file no. 1736511-FT1 McJan9,16,23,30)8

GEORGIA, UNION COUNTY
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 recorded in Deed Book 739, Page 254, Union County, Georgia Re-cords; as last transferred to Cenlar FSB by assignment; the undersigned, Cenlar FSB pursuant to said deed and the note thereby 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 the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

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

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

NOTICE OF SALE UNDER POWER

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 along the subdivision roads to and from the above described property. 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, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to

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. 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 Secuamend, and modify all terms of the Secu-rity Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a). 102.2(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 in-debtedness, 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. Cenlar FSB Attorney in Fact for Constance R. Schabowsky and Robert L. Schabowsky McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News Publication Dates: 01-09-2013, 01-16-2013, rublication bates. 61-09-2013, 61-01-23-2013, 01-30-2013 File No. 12-08938 /FHLMC/mtucke THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL

BE USED FOR THAT PURPOSE.

GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Tracey M King to Mortgage

Electronic Registration Systems, Inc. as nominee for Southern Highlands Mortgage, LLC, its successors and assigns dated Feb-ruary 4, 2008 in the amount of \$191,100.00, and recorded in Deed Book 747, Page 182 and recorded in Deed Book 747, Page 182, Union County, Georgia Records; as last transferred to Branch Banking and Trust Company by assignment; the undersigned, Branch Banking and Trust Company pur-suant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in Feb-ruary, 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 All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 267 & 238 of Union County, Georgia, containing 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 Records in Plat Book S Page 115, and said plat is incorporated herein, by reference hereto, for a full and complete description of the above property Subject to a roadway easement as shown Subject to an easement to Blue Ridge Mountain EMC recorded in Union County

Records in Deed Book 146 Pages 76-77 which has the property address of 352 Tanglewood 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, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security 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 O.C.G.A. Section 44-14-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 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

Branch Banking and Trust Company
Attorney in Fact for
Tracey M King
McCurdy & Candler, L.L.C. (404) 373-1012 www.mccurdycandler.com The North Georgia News Publication Dates: 01-09-2013, 01-16-2013, 01-23-2013, 01-30-2013 BE USED FOR THAT PURPOSE.

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 withrecorded 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 155 page 207 and in Deed Book 166 page 591 Union County records. The property is subject to the restrictions recorded in Deed Book 569 pages 500-504

Union County records.

the hereinabove described property within 120 days from the sale date aforesaid, in order to satisfy certain outstanding federal The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as make immediate payment to the Personal and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Se-curity Deed and by law, including attorney's fees having been given).
Said property is commonly known as 93

Blue Ridge Mountain EMC recorded in Deed Book 151 pages 378-380 Union County re-

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

Bank of America Home Loan Assistance Dept. 7105 Corporate Drive Plano, TX 75024 (800) 846-2222 and payable), (b) unpaid water or sew-age bills that constitute a lien against the yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1)

onfirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-

172.1, which allows for certain procedures

be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia, **NOTICE OF SALE UNDER POWER** has declared the entire amount of said in debtedness 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 Court-

house 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

County records, which description on said

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

restrictions in Deed Book 155, Page 412,

plat is incorporated herein by reference

Union County, Georgia records.

The property is conveyed subject to the powerline 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 Highland Lane, Blairsville, Georgia., to-gether with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security 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 cordance with O.C.G.A. Section 44-14-Said property will be sold as the property of William E. Campbell and Patricia Campbell and the proceeds of said sale will be ap-

BE USED FOR THAT PURPOSE. N(Jan9,16,23,30)B NOTICE OF SALE UNDER POWER 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 principal amount of \$236,000.00, the holder thereof pursuant to said Deed and Note thereby secured has

inspection of the property The property is or may be in the possession of Johnny F. Williams, successor in interest or tenant(s).

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 Attanta, da 30341-3941 (770) 220-2535/KB www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY.
THE PROPERTY IS SUBJECT TO AN EASE-MENT TO BLUE RIDGE MOUNTAIN EMC RECORDED IN DEED 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, IIINION COINTY RECORDS. UNION COUNTY RECORDS. UNION COUNTY RECORDS.

The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated August 21, 2008 from Sidney Jonathan 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

as the "Note"); plus interest from date on the unpaid balance until paid, and other Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed

regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclothe 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. Tennessee Bank National Association Attorney in Fact for McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News 01-23-2013, 01-30-2013 File No. 11-00631 /FNMA/efisher Systems. Inc as nominee for First Guaranty Mortgage Corporation its successors and assigns, dated February 12, 2009, recorded declared the entire amount of said indebt edness 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 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 being in the 17th District, 1st Section, Land Lot 216 of Union County, Georgia, and being Lot 41 of Smokey Mountain Estates Subdi vision, containing 2.00 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated April 15, 1987, and

Grantors also grants to grantee a non-exclusive perpetual easement for the use of the 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, Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any 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 expenses of said sale as provided in said Deed, and the balance, if any, will be dis-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 secured creditor.

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA **COUNTY OF UNION** COUNTY OF UNION
Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Sidney Jonathan Dyer and Laura Ann Dyer to Bank of Blairsville, 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 Union County, Georgia; as last modified by that certain Modification of Deed to Secure Debt from

(as saine may have been luttuer miodined or assigned from time to time, collectively the "Security Deed"); and pursuant to Order Dismissing 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 LYING AND BEING 6.84 ACRES, MORE OR LESS, OF LAND LOT 164 OF THE 16TH DISTRICT, IST SECTION, UNION COUNTY, GEORGIA, AS SHOWN ON A PLAT OF SURVEY PREPARED BY BLAIRSVILLE SURVEYING CO., ROBERT J. BREEDLOVE, RLS, DATED 3/20/97 AND RECORDED IN PLAT 38, PAGE 239 OF THE UNION COUNTY RECORDS, AND SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY IS SUBJECT TO AN EASE-

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

U1-23-2013, U1-30-2013
File No. 12-07423 /FHLMC/wmorgan
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL
BE HEED FOR THAT BURDOSE NOTICE OF SALE UNDER POWER, UNION COUNTY Pursuant to the Power of Sale contained in and Benjamin T Maltby, Jr. to Mortgage Electronics Registration Systems, Inc. as nominee for United Community Bank, d/b/a Ann Dver. United Community Mortgage Services, Inc. dated 4/22/2010 and recorded in Deed 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 HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, conveying the after-described propert to secure a Note in the original principa 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, with-in the legal hours of sale on February 05, 3101 Towercreek Parkway 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property: Atlanta, Georgia 30339 (678) 384-7005 All that tract or parcel of land lying and be-STATE OF GEORGIA. COUNTY OF UNION Section, Union County, Georgia, containing Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by LORRIE K MASHBURN AND CLIFFORD R 1.752 acres and being shown as Lot Four-teen (14) of Old Birch Bend on a plat of survey by Rochester & Associates, Inc., RS JONES JR to MORTGAGE ELECTRONIC REG-ISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR PHH MORTGAGE CORPORA-#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 ease ments as shown on said plat and to all existing road and utility easements. The property is subject to the restrictions

fees (notice of intent to collect attorney's 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 Malthy and Benjamin T Malthy, 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 guidelines. 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 property whether due and payable or not

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 SERVIC-ING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP as agent and Attorney in Fact for Angelia D Maltby and Benjamin T Matroy, Jr.
Aldridge Connors, LLP, 15 Piedmont Center,
3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
THIS LAW FIRM MAY BE ACTING AS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1016-654776A Because of default in the payment of the indebtedness, secured by a Security Deed ex-ecuted by William E Campbell to First Horizon 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 Ten-nessee Bank National Association pursuant to said deed and the note thereby secured.

Publication Dates: 01-09-2013, 01-16-2013, THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL 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

plied to the payment of said indebtedness

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 de-

beorgia; as last modified by that certain Modification of Deed to Secure Debt from Sidney J. Dyer and Laura A. Dyer 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. 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

has been declared foreclosable according The above-described real property will be 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 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 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 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 Dyer, aka Laura A. Dyer.

Howick, Westfall, McBryan & Kaplan, LLP

M. Todd Westfall, Esquire

Atlanta, Georgia 30339 (678) 384-7005

N(Jan9.16.23.30)B

Suite 600, One Tower Creek 3101 Towercreek Parkway

STATE OF GEORGIA COUNTY OF UNION Under and 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 Highon Courts Courts as come Court of Union County, Georgia, 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 from time to time, collectively the "Security Deed"); pursu-ant to Order Dismissing Case, entered on December 7, 2012 in Chapter 12, Case No. 12-21614-reb, United States Bankruptcy Court Northern District of Geografia Gaines-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 operty, to wit: LL 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 RECORDS, WHICH DESCRIPTION ON SAID PLAT IS HEREBY INCORPORATED BY REF-ERENCE AND MADE A PART HEREOF. THE PROPERTY MAY BE SUBJECT TO ANY EASE-MENTS, RIGHTS OF WAY OR RESTRICTIONS WHICH MAY EXIST AND ARE NOT SHOWN

WHICH MAY EXIST AND ARE NOT SHOWN HEREON.
THE PROPERTY IS SUBJECT TO THE POWERLINE EASEMENT AS SHOWN ON SAID PLAT.
PORTIONS OF THE ABOVE PROPERTY ARE LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON SAID PLAT.
THE PROPERTY IS MORE COMMONLY KNOWN AS 5626 PINE TOP ROAD, BLAIRS-VILLE, GA 30512. VILLE. GA 30512. The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated August 21, 2008 from Sidney Jonathan Dyer and Laura Ann Dyer to the Bank of Blairsville in the original principal bank of Biarrsville in the original principal amount of \$264,754.21, as assigned to Citi-zens 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 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 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

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 ap-plied to the payment of said indebtedness, piled to the payment of said indeptedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments. Service, if any; and all prior assessments, easements, restrictions or matters of re-To the best of the undersigned's knowledge and belief, the real property is presently owned by Sidney Jonathan Dyer and Laura 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 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 Dyer, aka Laura A. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek

reason of this default, the Security Deed has been declared foreclosable according

to its terms.

TION , 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 est at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the UNION County Courthouse within the legal hours of sale on the first Tuesday in February, 2013, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND

BEING IN THE 9TH DISTRICT 1ST SECTION; LAND LOT 36 OF UNION COUNTY, GEORGIA,

CONTAINING 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 THRE (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 DISTANCE ALONG AND WITH THE SAID CEN-TERLINE AS FOLLOWS: N 88 DEGREES W 48 FEET TO THE POINT WHERE THE SAID CENTERLINE OF THE CREEK INTERSECTS THE CENTERLINE OF THE OLD ROAD; THENCE FOUR (4) COURSES AND DISTANCES ALONG WITH THE SAID CENTERLINE OF THE OLD ROAD AS FOLLOWS: N 3 DEGREES 45' W 76 FEET, N 25 DEGREES 30' W 84 FEET, N 41 DEGREES 15' W 94 FEET, N 41 DEGREES W 138 FEET TO THE POINT OF BEGINNING. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale. as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). PHH MORTGAGE CORPORATION holds the duly endorsed Note and is the current assignee of the Security Deed to the property. PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP., acting on behalf of and, as necessary, in consultation with PHH MORTGAGE CORPORATION (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. may be contacted at: PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP., 2001 BISHOPS GATE BLVD., MT. LAUREL, NJ 08054, 800-750-2518. Please note that, pursuant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned,

the party/parties in possession of the sub-ject property known as 7064 JOHN SMITH ROAD E, BLAIRSVILLE, GEORGIA 30512 is/

are: LORRIE K MASHBURN AND CLIFFORD R JONES JR or tenant/tenants. Said property will be sold subject to (a) any outstanding

ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed

by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first

set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions,

covenants, etc. The sale will be conducted

subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code: and (2) final confirmation and audit Code; and (2) final confirmation and addit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for cer-tain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other tus of the loan as provided in the preceding paragraph. PHH MORTGAGE CORPORATION as Attorney in Fact for LORRIE K MASH-BURN AND CLIFFORD R JONES JR. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AT-TEMPTING TO COLLECT A DEBT. ANY INFOR-MATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20120028701447 BARRETT DAF-FIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. NOTICE OF SALE UNDER POWER STATE OF GEORGIA, COUNTY OF UNION Under and by virtue of the Power of Sale SUE TURNER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR AMERICAN BROKERS CON-DUIT , dated 08/31/2005, and Recorded on 09/01/2005 as Book No. 600 and Page No. 591-608, UNION County, Georgia records, as last assigned to US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT ATION, AS TRUSTEE FOR CREDIT FIRST BOSTON MORTGAGE SECU-RITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-3 (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$420,000.00, with interest at the rate

specified therein, there will be sold by the undersigned at public outcry to the high-est bidder for cash at the UNION County

Courthouse 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

BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOTS 179 & 182 OF UNION COUNTY,

GEORGIA. CONTAINING 0.860 ACRE. MORE

OR LESS, AND BEING LOT 62 OF ARROWOOD POINTE SUBDIVISION, PHASE II, AS SHOWN

ON A PLAT OF SURVEY BY TAMROK ASSOCI-

ATES, INC., DATED 10/9/00 AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK

46. PAGE 137. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE

ABOVE DESCRIBED PROPERTY. SUBJECT TO THE ROAD EASEMENTS SHOWN ON THE PLAT. SUBJECT TO RESTRICTIONS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 357, PAGE 196-199. SUBJECT TO THE POWER LINE EASEMENT TO BLUE RIDGE MOUNTAIN ELECTRIC MEMBERSHIP CORPORATION RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 235, PAGE 799. Subject to the building set -back line AS SHOWN ON SAID PLAT GRANTOR ALSO GRANTS TO GRANTEE A NOT- EXCLUSIVE PERPETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MORT-GAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-3 holds the duly endorsed Note and is the current assignee of the Security Deed to the property. AMERICA'S SERVICING COMPANY, acting on behalf of and, as necessary, in consultation with US BANK NATIONAL AS-SOCIATION, AS TRUSTEE FOR CREDIT SU-

ISSE FIRST BOSTON MORTGAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-3 (the current

investor on the loan), is the entity with the full authority to negotiate, amend,

and modify all terms of the loan. Pursu-

ant to O.C.G.A. § 44-14-162.2, AMERICA'S SERVICING COMPANY may be contacted

at: AMERICA'S SERVICING COMPANY, 3476

STATEVIEW BLVD, FORT MILL, SC 29715, 800-288-3212. 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 knowl-

edge and belief of the undersigned, the party/parties in possession of the subject property known as 7105 ARROWOOD LAND-

ING. BLAIRSVILLE. GEORGIA 30512 is/are:

JOHN WESLEY TURNER AND PAMELA SUE TURNER or tenant/tenants. Said property will be sold subject to (a) any outstanding

(b) any matters which might be disclosed

by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-3 as Attorney in Fact for John Wesley Turner and Pa-Mela sue Turner. This law firm is act-ing as a debt collector attempting to 20120134000803 BARRETT DAFFIN FRAP-PIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY
Because of default in the payment of the in-Because of default in the payment of the in-debtedness, secured by a Security Deed ex-ecuted by Geraldine J. Walker to Mortgage Electronic Registration Systems, Inc. as nominee for Appalachian Community Bank, its successors and assigns dated Decem-ber 17, 2001 in the amount of \$60,000.00, and recorded in Deed Book 401, Page 271, Union County, Georgia Records; as last transferred to JPMorgan Chase Bank, Na-tional Association by assignment: the untional Association by assignment; the un-dersigned, 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 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 outers to the in Union County, sell at public outery 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 8th District, 1st Section, Land Lots 90 & 91 of Union County, Georgia, containing 0.22 acres more or less and being

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 conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liane and other superior matters of record liens, and other superior matters of record liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby se-cured in accordance with O.C.G.A. Section cured in accordance with O.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 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.

Lots 90 & 91 of official country, acongra, containing 0.22 acre, more or less, and being Lot 6 as shown on a plat of survey by Bruce Hunt, County Surveyor, dated June 1973 and recorded in Union County Records in

Plat Book C, Page 185. Said plat is incorporated herein, by reference hereto, for a

full and complete description of the above

www.mccurdycandler.com
The North Georgia News
Publication Dates: 01-09-2013, 01-16-2013, Funication Dates: 01-03-2013, 01-10-2013, 01-30-2013, 01-30-2013
File No. 12-10270 /FHLMC/mtucker
This Law Firm is acting as a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

JPMorgan Chase Bank, National Associa-

Security Deed.

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

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by 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

forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in 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 re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, any assessments, liens, encumbrances zoning ordinances, restrictions, covenants and matters of record superior to the Security Deed first set out above. Wells Fargo Bank, N.A. is the holder of the Note and Se-curity Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Lindsey A. Squire and Kyle R. Squire or a tenant or tenants and said 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 inal confirmation and audit of the sacurity 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 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 January 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 a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. MR/stm 2/5/13 Our file no. 51216912 - FT7

Intent recorded in Deed book 635, Page 291, Union County Records, said Security 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 (2010) (2010). Pullar principal intents in the control of the c 42/100 (\$36,421.42) Dollars, with interest the unpaid balance until paid; there will be

STATE OF GEORGIA

NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from JAN-ICE TRANDELL to Appalachian Community

Bank dated December 23, 2004, recorded

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 Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835, Page 291,

ment recorded in Deed Book 835, Page 291,

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

within the legal nours or sale on the first Tuesday 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 par-

ticularly 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 follow-ing 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 distances 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 minutes 54 seconds W 231.18 feet to the Point of Beginning. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the

undersigned, the party in possession of the property is JANICE TRANDELL or a tenant

COMMUNITY & SOUTHERN BANK, as attorney in Fact for JANICE TRANDELL

L. LOU Allein
Stites & Harbison, PLLC
11 Mountain Street, Suite 8
Blue Ridge, Georgia 30513
(706) 632-7923
File No. C0608-00437
THIS LAW FIRM IS ATTEMPTING TO COL-

L. Lou Allen

LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 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 successors and assigns dated January 10, 2007 in the amount of \$159,900.00, and recorded in Deed Book 686, Page 142. Union corded in Deed Book 686, Page 142, Union County, Georgia Records; as last trans-ferred 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 in-

will on the first Tuesday in February, 2013

during the legal hours of sale, at the Court-house door in Union County, sell at public outcry to the highest bidder for cash, the

All that tract or parcel of land lying and being in Land Lot 263, 9th District, 1st Section, Union County, Georgia, containing 1.24

acres, as shown on a plat of survey by Tam-rok Engineering, Inc., Tommy J. Phillips, RS #1626, dated 7/12/91 and recorded in Plat

Book Z Page 29 Union County Records, which description on said plat is hereby incorporated by reference and made a part

hereof 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 Property, and the SW corner of the said property, thence N 3 00 E 118.0 feet salu property, inence N 300 E 113.0 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 re-corded 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
All of the above property is further shown on a plat of survey by Tamrok Engineer-ing, 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 in-

gress and egress to the above described

property. which has the property address of 691 Newton Circle, Blairsville, Georgia., to-

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

taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions

liens, and other superior matters of record

which may affect said 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

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, 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 O.C.G.A. Section 44-14-162.2(a).
Said property will be sold as the property
of Ronna L. McFadden and William E. Mc-Fadden 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 Branch Banking and Trust Company Attorney in Fact for Ronna L. McFadden and William E. McFad-McCurdy & Candler, L.L.C.

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

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, record-

ed 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 paid; there will be sold by the

undersigned at public outcry to the high-est bidder for cash before the Courthouse

(404) 373-1612 www.mccurdycandler.com

BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA

door at Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following described 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 prop-erty South 64 deg West to the center 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 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 (notice of inten attorney's fees having been given).
Said property will be sold subject to any
outstanding ad valorem taxes (including
taxes which are a lien, but not yet due
and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned the party in pressession of the To 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 COMMUNITY 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 ile Ńo. 7484A-02468

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

MOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from EMANUEL 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
being 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

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

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,

sale on the first fuesday 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 13 of Union County, Georgia, containing 0.60 acres, more or less, and being more particularly 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

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 12 minutes 50 seconds East 29.42 feet to an iron pin; thence North 42 degrees 12 minutes 50 seconds East 29.42 feet to an iron pin; thence North 42 degrees 13 minutes 50 seconds East 29.42 feet to an iron pin; thence North 42 degrees 13 minutes 50 seconds East 29.42 feet to an iron pin; thence North 42 degrees 13 minutes 14 feet 15 feet 15

degrees 12 iminutes 30 seconds East 2.42 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 11 seconds East 253.93 feet to the True Point of Beginning. 233.3 feet to the frue roun of beginning. The property is shown on a plat and survey by M.E. Richards, Union County Surveyor dated 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 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 (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property is EMANUEL LEGG or a tenant or

UNION COUNTY BANK N/K/A UNITED COM-MUNITY BANK, 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 COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the power of sale contained in a Security Deed 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 Sep-tember 1, 2012, recorded in Deed Book 918,

Page 629, 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 paid; there will be sold by the undersigned pald; mere will be solully 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 being 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 instrument by reference hereto for a complete and accurate description of the above conveyed property. above conveyed property.

Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property.

The debt secured by said Security Deed has been and is hereby declared due be-

cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property is BETH WRIGHT or a tenant or tenants.
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

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 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

STATE OF GEORGIA

being 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 & As-sociates, Inc., dated 5/18/95 and recorded in Plat Book 33, Page 76, Union County records which description on said plat is hereby incorporated by reference and made a nart bereof made a part hereof.
Subject to a roadway easement as shown on said plat. Subject to an easement to Blue Ridge Mountain 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 be nas been and is nereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is TWIGGS INVESTMENTS, LLC or a 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 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 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, LLC, with interest from date at

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 corner of Lot 1; thence N 74 06 43 E 237.34 feet to 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 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

vided in the Note and Security Deed. The debt remaining in default, this sale will be

attorney's fees (notice of intent to collect

attorney's fees having been given).
Said property will be sold subject to any

disclosed by an accurate survey and in-

spection of the property, any assessments, liens, easements, encumbrances, zoning

ordinances, restrictions, covenants, and

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 Land Lot 107, District 5 and 16, Union County, Georgia, containing 3.0 acres, more

ordinances, restrictions, governants, 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 NOTICE OF SALE UNDER POWER 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 re-cords, as modified by Modification of Deed to Secure Debt recorded at Deed Book 677, Page 325, aforesaid records, as modified by Modification of Deed to Secure Debt recorded at Deed Book 737, Page 394, aforesaid records, as assigned to CADC/RADC Ven-

Secure Debt effective as of August 24, 2011

Estate, LLC ("Holder" or "Grantee") pursuant to an assignment to be recorded prior

fied, 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

note, as same from time to time may have

been endorsed, renewed, replaced, modi-fied, assigned, amended, or amended and restated, being hereinafter referred to as the "Note"); there will be sold by the un-dersigned at public outery 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 ruary 2013, all of Debtor's right, the 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 pre-pared 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 above-described 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 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.

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 wa-ter stock and all improvements, structures,

fixtures, and replacements that are part of

the real estate described above.
The indebtedness secured by the Security

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 valorem taxes and governmental as-sessments 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 Es-tate, 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 modify the Georgia limited liability company, as attorney-in-fact for Flaga Partners, LLC BRYAN CAVE LLP Justin S. Barry, Esq. One Atlantic Center 1201 West Peachtree Street, NW

book 361, Page 391, 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 recorded at Deed Book 648, page 471, aforesaid records, as modified by that Modification of Deed to Secure 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 Ven-ture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt effective 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 Es-tate, 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 here-inafter 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 Thousand 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, modi-fied, assigned, amended, or amended and restated, being hereinafter referred to as the "Note"); there will be sold by the un-dersigned 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 16th District, 1st Section, Land Lots 110 & 111 of Union County, Georgia, and being Tract Tixes (3) containing 12 783 and being 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 incor-porated herein by reference hereto, for a full and complete description of the above described property.
All that tract or parcel of land lying and being in Land Lots 110 & 111, 16th Disbeing in Land Lots 110 & 111, 1001 Dis-trict, 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 All that tract or parcel of land lying and bea rate per cent per annum on the unpaid balance until paid; there will be sold by the ing in the 16th District, 1st Section, Land Lot 110 of Union County, Georgia, contain-ing 13.0 acres, more or less, and being Lots undersigned at public outcry to the high-est bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in

NOTICE OF SALE UNDER POWER

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

STATE OF GEORGIA

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 February, 2013, the following described County records in Plat Book 27 Page 106, and said plat is incorporated herein, by All that tract or parcel of land lying and reference hereto, for a full and complete description of the above property.

All 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 a plat of survey by Blairsville Surveys. on a plat of survey by Blairsville Survey-ing 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 accurate 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 Warranty Deed from Flaga Partners, LLC, as recorded in Deed Book 822, page 3 of the Union County, Georgia records. LESS AND EXCEPT: That certain property conveyed in that joint tenancy with survivorship warranty deed from Flaga Partners, LLC to Robert D. Hartman and Linda D. Hartman, filed and recorded December 22, 2009, at Deed Book 822, Page 3, Union County, Georgia records, as affected by Quitclaim Deed from Bank of Hiawassee to Flaga Partners, LLC, filed January 6, 2010, recorded at Deed Book 823, page 115, aforesaid records, releasing lot 134 TOGETHER WITH all rights, easements, appurtenances, 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 wa-ter 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 a statistical in the Nets and Security Deed. 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 valorem taxes and governmental as-sessments 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 modify 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 GEORGIA, UNION COUNTY
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 pomines for Quicken tion Systems, Inc., as nominee for Quicken Loans, Inc., its successors and assigns dated April 30, 2007 in the amount of \$275,400.00, and recorded in Deed Book 709, Page 93, Union County, Georgia Re-cords; as last transferred to Nationstar

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-Mortgage LLC by assignment; the under-signed, Nationstar Mortgage LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said in-debtedness due and payable and pursuant to the power of sale contained in said deed, made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including will on the first Tuesday in February, 2013, during the legal hours of sale, at the Court-house 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 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. Weith Roberts and Acceptate. outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be vey 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., to-gether with all fixtures and other personal property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions. liens, and other superior matters of record which may affect said property. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security Notice has been given of intention to col-lect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a). ture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Said property will be sold as the property of Michelle C. Ingram and Terry C Ingram and Jason Totherow and Miranda Totherow and and recorded in Deed Book 891, Page 652, aforesaid records, and as subsequently assigned to Acorn 6B Majestic Ridge Real the proceeds of said sale will be applied to the payment of said indebtedness, the exthe payment of said indebtedness, the ex-pense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed. to foreclosure (the foregoing deed to se-cure debt, as may have from time to time been or may be assigned, assumed, modi-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, sand Nine Hundred Forty-Six and 25/100 Dollars (\$2,461,946.25), as subsequently endorsed to CRV, and then to Holder (said

> 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 fur-ther modified 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 modi-fied by the Modification 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 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 Security 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 Thousand 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

01-23-2013, 01-30-2013

BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER

File No. 12-09645 /CONV/kgrant THIS LAW FIRM IS ACTING AS A DEBT COL-

LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL

Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but transferred, as endorsed to Grantee, as-signed, renewed and modified from time to time, hereinafter referred to as "Note not limited to, the nonpayment of princi-pal and interest when due. The indebted-ness remaining in default, the sale will 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 THOUbe made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, SAND SEVENTY-SEVEN AND 50/100 DOL-LARS (\$497,077.50), with interest from the accrued interest and expenses of the sale 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 cer-tain promissory note dated August 4, 2008 made by Debtor to Original Grantee in the original principal amount of THREE HUN-DRED 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 endorsed 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 undersigned 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, containing 0.933 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 taining 1.039 acres, more or less, and Lot 21, containing 1.218 acres, more or less, and Lot 23 containing 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 begingter, collectively referred to as the 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, 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 rights, wells, ditches, reservoirs, and water stock and all existing and future improve-ments, structures, fixtures, and replace-ments that may now, or at any time in the future, be part of the real estate described 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 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 Jaw. 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 Property in one parcel or as an entirety, or in such parcels as Grantee may elect, as permitted in the Security Beed

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 following matters: (a) all unpaid real estate ad valorem taxes and governmental assessments; (b) 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 of record by Grantee; and (c) all rights to any easements benefiting the 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 rease be advised that the section of centure 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

Thereas B. Hubbard Fcg. Theresa B. Hubbard, Esq. One Atlantic Center, 14th Floor 1201 West Peachtree Street, N.W. Atlanta, Georgia 30309 (404) 572-6600 NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY 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 Tenty Six Thousand Two Hundred Fifty 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 entire indebtedness as once, immediately due and payable; now, therefore, pursuant to the terms, provisions, and conditions of the aforesaid deed to secure debt and the laws in such cases made and provided for, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Blairsville, Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2013, the following described real property to All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 79 of Union County, Georgia, and being Lot 1 of Chestnut Ridge subdivision, containing 2.16 acres, more or less, as shown on a plat of survey by Tim Cable Surveying, 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. description of the above described prop-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 pur-pose of paying the same and all expenses of this sale, including attorneys' fees (no-

liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set To the best knowledge and belief of Grant-ee, 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

tice of intent to collect attorneys' fees having been given). Said property will be sold subject to any

outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be

disclosed by an accurate survey and in-