North Georgia News

Legal Notices for October 31, 2012

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Annie Lucille White, De-

All debtors and creditors of the Estate of Annie Lucille White, 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 4th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(0ct10,17,24,31)B

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

IN RE: Estate of Ella Lova Dyer, Deceased All debtors and creditors of the Estate of Ella Lova Dver. deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal

Representative(s) of the estate, according to law, and all persons indebted to said es-tate are required to make immediate payment to the Personal Representative(s). This 4th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Oct10,17,24,31)B

STATE OF GEORGIA. **COUNTY OF UNION** IN RE: Estate of Elizabeth M. Read, De-

NOTICE TO DEBTORS AND CREDITORS

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 12th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court N(Oct17.24.31.Nov7)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA,

IN RE: Estate of Haskel H. Drake, Deceased All debtors and creditors of the Estate of Haskel H. Drake, 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 26th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 N(Oct31,Nov7,14,21)B NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Evelyn J. Layne, Deceased All debtors and creditors of the Estate of Evelyn J. Layne, 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 26th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

OFFICE AND ALL LIABILITY
Probate Court of Union County RE: Petition of David P. Burkart and Judy Martin for Discharge as Executors of the Estate of Elizabeth Ann Burkart, Deceased. To Whom it may concern:

NOTICE FOR DISCHARGE FROM

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before November 12, 2012. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are

filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street NOTICE OF ARTICLES OF INCORPORATION Notice is given that Articles of Incorpora-

notice is given that Articles of incorpora-tion which will incorporate Mountain View Storage and Rental, Inc., will be delivered to the Secretary of State for filing in accordance with the Georgia Corporation Code. The initial registered office of the corporation is located at 45 Merchants Walk, Suite 5, Blairsville, GA 30512 and its initial registered agent at such address is Virginia A. Boemanns. NOTICE GEORGIA, UNION COUNTY PROBATE COURT TO: Any interested parties The petition of Nancy Clements Mays, for a year's support from the estate of John Elder Mays, deceased, for decedent's sur-

viving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before December 3, 2012, 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 party. Contact probate court personnel at the following address/telenbone number. 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 with-out a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street

ADVERTISEMENT FOR BIDS LEGAL ADVERTISEMENT Blairsville Downtown Streetscape City Of Blairsville, Union County Sealed Proposals for Furnishing all Labor, Material, and Other Things Necessary for

the Following Work will be Received by the Undersigned at Blairsville in the Office of the Downtown Development Director, Janet Hartman, 62 Blue Ridge St, P.O. Box 2955, Blairsville, Georgia 30514 and Publicly Opened on, Tuesday, December 11, 2012 at 10:00 am at the Blairsville Downtown De-velopment Authority Office, 62 Blue Ridge

St, Blairsville, Georgia 30512 Streetscaping, Landscaping, Lighting, Sign-ing and Marking, and Other Related Items for the Blairsville Downtown Streetscape Proposal Guaranty: 5% DBE: 6% (TE) Price of Plans and Manual (Non-Refundable): Hard Copy: \$75 CD Copy: \$30 Plans and Specifications may be Inspected at Blairsville in the Office of the Downtown Development Director, Janet Hartman, 62 Blue Ridge St, Blairsville, Georgia 30512. Copies of the Project Manual and the Plans may be obtained from the Office of Bron

Cleveland Associates at 16 B Lenox Pointe NE, Atlanta, Ga 30324, Attn: Ligia Florim at 404.841.6364, Lflorim@Broncleveland. com .
A Prebid Conference will be held on Tuesday November 27, 2012 at 10:00 A.M. at the Blairsville City Hall, 62 Blue Ridge St, Blairsville, Ga 30512. Biarrsvine, Ga 30912.
Questions Regarding this Solicitation
may be directed to Janet Hartman at
706.994.4837 and will be received until December 4, 2014 at 2:00 P.M.

Payment will be made to the Contractor Each Calendar Month Based on the estimat-

ed work complete in place as prescribed by the Standard Specifications. Final Payment of amounts withheld or deposited in Esof amounts withined of deposited in La-crow will not be made until Blairsville has certified that the work has been satisfacto-rily completed and accepted. Blairsville reserves the right to reject any IN THE SUPERIOR COURT STATE OF GEORGIA CITY OF BLAIRSVILLE, GEORGIA, Plaintiff-Condemnor, CERTAIN EASEMENT RIGHTS: KRISTY DE-

NISE CHAPMAN; W.T. ADAMS; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; and APPALACHIAN COMMUNITY BANK NOW KNOWN AS COMMUNITY SOUTHERN BANK, **Defendant-Condemnees** CIVIL ACTION FILE NO. 12-CV-659-MM The said named persons and any and all other persons known and unknown claiming any right, title, power, interest, own-ership, equity, claim or demand in and to the lands hereinafter described, and all occupants, tenants, lessees, licensees and all holders, owners and users of ways and easements in, across, over and under said land are hereby notified, under the provi-sions of the Official Code of Georgia Anno-

tated §§ 32-3-4 through 32-3-19, providing for the exercise of the power of eminent domain by the State of Georgia, or any of

its subdivisions, or by any county of such State, as follows: That the above-stated case, being a condemnation in rem against the property hereinafter described, was filed in said Court on the 3rd day of October, 2012; That in accordance with provisions of the afore-said Official Code, a Declaration of Taking, duly authorized and properly executed as provided by the Official Code, has been made and filed in said case, declaring the necessity for and exercising the power of taking the said described lands for public taking the said described lands for public transportation purposes, thereby vesting the title to same in the City of Blairsville; and, in pursuance of such authority, the City of Blairsville has deposited with the Clerk of the Superior Court of said County \$42,550.00 as the just compensation for the said lands described; and all persons claiming such fund or any interest therein, All debtors and creditors of the Estate of Elizabeth M. Read, deceased, late of

are hereby required to make known their claims to the Court; In accordance with the provisions of the Official Code of Georgia Annotated, the Plaintiff-Condemnor has paid the Court for immediate possession of said property, and all persons having any interest in or claim against such property having any interest in or claim against such property, as above set forth, are required by the Order of the Judge of said Court to surrender possession of the property to the City of Blairsville no later than 60 days from filing of the Declaration of Taking laration of Taking.

That in accordance with the Official Code of Georgia Annotated §§32-3-13 through

32-3-19, if the owner, or any of the owners, or any person having a claim against or interest in said property, shall be dissatisfied with the compensation, as estimated in the Declaration of Taking and deposited in Court, such person or persons, or any of them, shall have the right, at any time sub-sequent to the filing of the Declaration and the deposit of the fund into Court but not later than 30 days following the date of service as provided for in the Official Code of Georgia Annotated §§ 32-3-8 through 32-3-10 to file with the Court a notice of appeal, the same to be in writing and made a part of the record in the proceedings.
The said property, as thus affected, is described as follows:
Project: City of Blairsville Municipal Runway Protection Zone Clearance Project Annex: Parcel 6/Tract #17 Required Acreage: Certain Easement Rights over 4.758 acres + or -. Owners: Kristy Denise Chapman; Mortgage

Electronic Registration Systems, Inc.; and Appalachian Community Bank now known as Community & Southern Bank The tract of land subject to the avigation easement acquired by virtue of this condemnation action is referred to as the "property" or the "subject property" herein, and is described as follows: All that tract or parcel of land lying and being in Land Lot 9, 10th District, 1st Section, Union County, Georgia containing 3.744 acres as shown on that plat of survey for Joseph Chapman by Tamrok Associates, Inc. R.S. #2599, dated December 11, 1996 and recorded in Plat Book 38, page 89 of the Union County, Georgia Plat Records, which plat is incorporated herein by reference and made a part hereof, and being more particularly described as follows, and is subject to the powerline easements shown on said plat:

SHOWN ON SAID PIAC.

BEGINNING at the intersection of Land Lot 9, Land Lot 10, Land Lot 27, and Land Lot 28, 10th District, 1st Section, Union County, Georgia; thence S 84°52'28" W, a distance

of 411.08 feet to a 2-inch open top pin thence N 48°22'01" W, a distance of 65.45 feet to a ½ inch rebar found; thence N 42°24′07" E, a distance of 200.97 feet to a point; thence N 48°18′57" W, a distance of 87.08 feet to a point; thence N 55°21′27" E, a distance of 183.32 feet to a point; thence N 36°47'06" W, a distance of 121.27 feet to a point; thence N 52°48'50" E, a distance of 201.71 feet to a ½ inch rebar found; thence S 39°04'51" E, a distance of 232.91 feet to a 1/2 inch rebar found on the land lot line between Land Lot 9 and Land Lot 10; thence S 00°25'52" E, a distance of 356.01 feet back to the POINT OF BEGINNING. ALSO, all that tract or parcel of land lying and being in Land Lot 9, 10th District, 1st Section, Union County, Georgia containing 1.00 acre as shown on that plat of survey for Joseph Chapman by Tamrok Associates, Inc. R.S. #2599, dated April 15, 1995 and re-corded in Plat Book 34, page 85 of the Union County, Georgia Plat Records, which plat is

described as follows:
TO FIND THE POINT OF BEGINNING begin at the intersection of Land Lot 9, Land Lot 10, Land Lot 27 and Land Lot 28 of the 10th District, 1st Section of Union County, Georgia thence N 00°25'52" W, a distance of 356.01 feet to an iron pin set and the POINT OF BEGINNING; thence N 39°04'51" W, a distance of 329.91 feet to an iron pin set on the southern right-of-way of Kings Road; thence N 50°51'57" E, a distance of 42.91 feet to a point on said right-of-way of Kings Road; thence N 49°50'32" E, a distance of 73.90 feet to a point on said right-of-way of Kings Road; thence N 53°29'36" E, a of Kings Road; thence N 53°29'36° E, a distance of 59.41 feet to a point; thence N 53°31'37° E, a distance of 42.02 feet to a point on said right-of-way of Kings Road, thence N 58°58'28° E, a distance of 31.98 feet to a point on said right-of-way of Kings Road: thence N 70°14'10" E, a distance of 8.59 feet to a

incorporated herein by reference and made a part hereof, and being more particularly

The airspace through which the easement and right-of-way are herein granted shall be that airspace located directly over and across the property which lies at or above the approach surface elevations from 2021.0 feet above sea level to 2053.80 feet

5/8 inch rebar found on said right-of-way

of Kings Road; thence leaving King Road, S 00°25'52" E, along the land lot line between

Land Lot 9 and Land Lot 10, a distance of 413.00 feet back to the POINT OF BEGIN-

above sea level, said approach surface el-evation contour lines being shown in red and being more particularly described on Annex 1-A to Appendix "A" being the air space drawing. Said easement is for the use and benefit of the public, being an easement and right-fiveau for the free and easement and right-of-way for the free and unobstructed passage of aircraft in and through the airspace, now known or hereinafter used, for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, or maneuvering about the airport. This easement also restricts the height of structures, objects of natural growth, and other obstructions of any kind or nature whatsoever on the property, to avoid penetrating the approach surface as shown on the air space drawing attached herein, including a continu-ing right and easement to enter upon the property subject to the easement and to take such action necessary to prevent the erection or growth of any structure, tree or other object into the airspace, and to remove from the subject property any and all structures and trees that extend into the airspace, reduce the height of such trees by cutting the tops of the trees, or to remove other objects that may extend into the airspace, together with the right of ingress to, egress from, and passage over the prop-erty for such purposes. This easement also restricts the use of the property so that it shall not be used in such a manner as to (i) interfere with the operation, development or maintenance of the airport, (ii) create electrical interference with radio communication between the airport and aircraft, or otherwise interfere with the operation of air navigation and communication facilities serving the airport, (iii) make it difficult for pilots to distinguish between airport lights and other lights, (iv) result in glare in the eyes of pilots using the airport, (v) impair the visibility in the vicinity of the airport, or (vi) otherwise endanger the landing, taking off, or maneuvering of aircraft.
This is a permanent avigation easement. Project: City of Blairsville Municipal Run-way Protection Zone Clearance Project Annex: Parcel 15/Tract #12 Required Acreage: Certain Easement Rights over 0.921 acre, + or -. Owners: Kristy Denise Chapman; W.T. Ad-

9, 10th District, 1st Section, Union County, Georgia containing 1.00 acre as shown as Parcel #2 on that plat of survey prepared for Addie Sue Kelley by Lane S. Bishop and Assoc, revised June 7, 1995 and recorded to the property of the State County of the State Count in Plat Book 33, page 101, Union County Plat Records, which description is incorporated herein by reference and made a part hereof, and revised July 21, 2011 and recorded July 29, 2011 in Plat Book 874, page 650 of the Union County, Georgia Plat Records, which plat is incorporated herein by reference and made a part hereof, being more fully described as follows: TO FIND THE POINT OF BEGINNING, begin at the intersection of Land Lot 9 Land Lot 10, Land Lot 27, and Land Lot 28 of the 10th District, 1st Section of Union County, Georgia; thence S 87°14'25" W, a distance of 411.14 feet to an iron pin found; thence of 411.14 feet to an iron pin found; thence N 45°54'05" W, a distance of 65.46 feet to a point; thence N 45°54'05" W, a distance of 76.10 feet to a point; thence N 45°54'05" W, a distance of 303.22 feet to a point on the southern right-of-way of Kings Road; thence along the arc of a curve on the southern right-of-way of Kings Road, 248.37 feet (said curve having a radius of 2726.16 feet and a chord distance of 248.29 feet, on a bearing of N 62°21'09" E) to the POINT OF BEGINNING; thence from said point of beginning, along the arc of a curve on the southern right-of-way of Kings

The tract of land subject to the aviga-tion easement acquired by virtue of this condemnation action is referred to as the

"property" or the "subject property" herein, and is described as follows: All that tract or

parcel of land lying and being in Land Lot 9, 10th District, 1st Section, Union County,

on the southern right-of-way of Kings Road, 192.12 feet (said curve having a ra-dius of 2726.16 feet and a chord distance dius of 2726.16 feet and a chord distance of 192.08 feet on a bearing of N 57°43'24" E) to a point; thence S 34°25'09" E, a distance of 218.46 feet; thence S 57°43'24" W, a distance of 183.32 feet to a point; thence N 45°57'00" W, a distance of 122.20 feet to a point; thence N 45°57'00" W, a distance of 37.09 feet to a point; thence N 14°12'14" E, a distance of 66.83 feet back to the POINT OF REGINNING OF BEGINNING.
The airspace through which the easement and right-of-way are herein granted shall be that airspace located directly over and across the property which lies at or above across the property which lies at or above the approach surface elevations from 2038.68 feet above sea level to 2052.0 feet above sea level, said approach surface el-evation contour lines being shown in red and being more particularly described on evation contour lines being shown in red and being more particularly described on Annex 1-A to Appendix "A" being the air space drawing. Said easement is for the use and benefit of the public, being an easement and right-of-way for the free and unobstructed passage of aircraft in and through the airspace, now known or here-inafter used for payration of or flight in inafter used, for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, or maneuvering about the airport. This easement also restricts the height of structures, objects of natural growth, and other obstructions of any kind or nature whatsoever on the property, to avoid penetrating the approach surface as shown on the air space drawing attached herein, including a continu-ing right and easement to enter upon the property subject to the easement and to take such action necessary to prevent the

erection or growth of any structure, tree or other object into the airspace, and to remove from the subject property any and all structures and trees that extend into the airspace, reduce the height of such trees by cutting the tops of the trees, or to remove other objects that may extend into the air-space, together with the right of ingress to, egress from, and passage over the prop-erty for such purposes. This easement also restricts the use of the property so that it shall not be used in such a manner as to (i) snail not be used in such a manner as to (i) interfere with the operation, development or maintenance of the airport, (ii) create electrical interference with radio communication between the airport and aircraft, or otherwise interfere with the operation of air navigation and communication facilities arr lavigation and communication racinless serving the airport, (iii) make it difficult for pilots to distinguish between airport lights and other lights, (iv) result in glare in the eyes of pilots using the airport, (v) impair the visibility in the vicinity of the airport, or (vi) otherwise endanger the landing, taking off, or maneuvering of aircraft.
This is a permanent avigation easement. This 9th day of October, 2012. JUDY ODOM CLERK, SUPERIOR COURT UNION COUNTY

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 Geraldine J. Walker to Washington Mutual Bank, A Federal Association, dated January 27, 2007, recorded in Deed Book 691. Page 45, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment to be recorded in the Office of the Clerk of Superior Court of Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THOUSAND AND (100 DOIL) ARS (\$200 000 00) SAND AND 0/100 DOLLARS (\$200,000,00). with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia within the legal hours of sale on the first Tuesday in November, 2012, the following described property: Lying and being located in the un-incorporated area, County of Union, State of Georgia; all that certain parcel or tract of land known as: All that tract or parcel of land known as: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lots 90 & 91 of Union County, Georgia, containing 0.22 acre, more or less and being Lot 6 as shown on a plat of survey by Bruce Hunt, County Surveyor, dated June 1973 and recorded in Union County Records in Plat Book C, Page 185. Said plat is incorporated herein by reference hereto. is incorporated nerein by reference nereto, for a full and complete description of the above described property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: JPMorgan Chase Bank, National Associa-tion can be contacted at 866-582-5208 or by writing to 3415 Vision Drive, Columbus, OH 43219, 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 rerestrictions, coverlaints, and matters of re-cord superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Geraldine J. Walker or a tenant or tenants and said property is more commonly known as 42 Twisted Pine Ln, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Geraldine J. Walker Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ 11/6/12 Our file no. 1394812-FT20

GEORGIA, UNION COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from JAMIE MATTHEW LUNSFORD to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PINE STATE MORTGAGE CORPORATION dated April 9, 2009 re-AS NUMINEE FUR FINE STATE MURICAGE CORPORATION, dated April 9, 2009, recorded April 14, 2009, in Deed Book 796, Page 350, Union County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Seven Thousand Twenty-Eive and 00/100 dollars. Thousand Twenty-Five and 00/100 dollars (\$107,025.00), with interest thereon as pro-vided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., secured creditor, 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 November, 2012, all property described in said Security Deed including but not limited to the following described property:
ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOTS 233 & 236 OF UNION COUNTY, GEORGIA, CONTAINING 3,485 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., DATED 7/15/00 AND RECORDED IN PLAT BOOK 45 PAGE 234 UNION COUNTY RECORDS, AND SAID IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE PROPERTY. SUBJECT TO THE ROAD AND POWERLINE EASEMENTS AS SHOWN ON SAID PLAT.
Said legal description being controlling, however the property is more commonly known as 1277 LEDFORD ROAD, BLAIRS-VILLE, GA 30512. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for unc the terms of the Security Deed and Note. Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem

N(Oct10,17,24,31)B

taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is JAMIE MAT-THEW LUNSFORD, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP

f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Telephone Number: 800-720-3758 for and on behalf of the secured creditor. BANK OF AMERICA, N.A. as Attorney in Fact for JAMIE MATTHEW LUNSFORD
THE BELOW LAW FIRM MAY BE HELD TO
BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA 30092 Telephone Number: (877) 813-0992 Case No. BAC-12-05425-0002 Ad Run Dates 10/09/2012, 10/16/2012,

10/23/2012, 10/30/2012 www.rubinlublin.com/property-listings. **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Wil-liam Piechocniski and Sonya Piechocniski to Mortgage Electronic Registration Sys-tems, Inc., dated August 4, 2006, recorded in Deed Book 773, Page 764, Union County, Georgia Records, as last transferred to

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 894, Page 677, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY AND 0/100 DOLLARS (\$165,780.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in November, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO AND MADE A PART HEREOF The debt sequend by self Security Dood be been and cured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this

sale. as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any ass liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set out above. The entity that has full authority out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the prop-erty is William A. Piechocniski and Sonya L. Piechocniski or a tenant or tenants and said property is more commonly known as 5334 lvy Log Dr, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a per-sonal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for William Piechocniski and Sonya Piechocniski McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Geor-

Union, City of Blairsville and described as follows: All that tract or parcel of land lying and being in Land Lot 83 of the 9th District, Union County, Georgia, bing Lot 1, Phase III, lyy Log Estates Subdivision, as per plat reseated. corded in Plat Book 38, Page 256, records of Union County, Georgia, which plat is by reference incorporated herein and made a part hereof. APN: 051-012-C01 MR/mga 11/6/12 Our file no. 5186912 - FT11 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 TORFUSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by Anthony Verdone Jr. aka Anthony R. Verdone Jr. to Mortgage Electronic Registration Systems, Inc., dated October 30, 2008, recorded in Deed Book 779, Page 556, Union County, Generals, Records, a last transferred in

gia 30076 www.foreclosurehotline.net MR/

mga 11/6/12 Our file no. 5186912-FT11 EX-HIBIT "A" The land referred to in this policy

is situated in the State of GA. County of

in Deed Book 79, Page 556, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 894, Page 676, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN AND 0/100 DOLLARS (\$167,887.00), with interest thereon as set forth therein, 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 November, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among is increaly declared due bedause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-

tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Anthony Verdone, Jr. or a tenant or tenants and each property is more commonly. ants and said property is more commonly known as 5787 Mcintosh Rd., Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Anthony Verdone Jr. aka Anthony R. Verdone Jr. Mc-Calla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehoswell, decliped 30070 www.loreclosure-hotline.net MR/mga 11/6/12 Our file no. 5814112-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 184 of the 9th District, 1st Section Union County, Georgia, being Lot 51, Honaker and

Smith Subdivision, as per plat recorded in Plat Book B, Page 194, Union County, Geor-gia records, which recorded plat is incorporated herein by this reference and made a part of this description. Said property being known as 5787 McIntosh Road according to the present system of numbering property in Union County, Georgia. Homes of Legend 1996, HL52550 A/B AL303 MR/mga 11/6/12 Our file no. 5814112 - FT11

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Abigail L. King to Mortgage Electronic Registration Systems, Inc. as nominee for Cadence Bank, N.A., its successors and assigns., dated March 19, 2007, recorded in

Deed Book 698, Page 388, Union County, Georgia Records, as last transferred to JP-Morgan Chase Bank, National Association y assignment recorded in Deed Book 896, Page 687, Union County, Georgia Records, conveying the after-described principal amount of TWO HUNDRED ELEVEN THOU-SAND FIVE HUNDRED AND 0/100 DOLLARS (\$211,500.00), with interest thereon as set 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 November, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOE The debt secured by said Security HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in 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 matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, 0H 43219, 800-446-8939. Please understand that the secured creditor is not required by law to penditate amend or not required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Abigail L. King or a tenant or tenants and said property is more commonly known as 1116 Nicholson Road, commonly known as 1116 Nicholson Koad, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the cred-itor's lien on real estate and this law firm will not be seeking a personal money judg-ment against you. JPMorgan Chase Bank, National Association as Attorney in Fact for Abigail L. King McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/jl9 11/6/12 Our file no. 52032610-FT3 EXHIBIT "A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 250 and 251 of Union County, Georgia containing 0.967 acres, more or less, and being shown as Lot I on a plat of survey by Rochester & Associates, Inc., James N. Cash, G.R.L.S. No. 2349, dated May 26, 2005, and recorded in Union County Records in Plat Book 55, Page 349. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Being and in-L. Young to Mortgage Electronic Registra-tion Systems, Inc. as nominee for Appala-chian Community Bank, its successors and

Running With the Land recorded in Union County Records in Deed Book 110, Page 699. Subject to Easement recorded in Union County Records in Deed Book 110, Page 517. Subject to Grant of Flowage Easement recorded in Union County Records in Deed Recorded in Joint County Records in Deed Book EE, Page 195. Subject to Right of Way Deed recorded in Union County Records in Deed Book 125, Page 216 and Deed Book 121, Page 579. MR/jl9 11/6/12 Our file no. 52032610 - FT3 N(0ct10,17,24,31)B **COUNTY OF UNION** Under and by virtue of the power of sale contained in a Security Deed from GARRY EDWARDS a/k/a GARY EDWARDS to Ap-palachian Community Bank dated March

8, 2007, recorded March 23, 2007, in Deed

Book 698, Page 268, Union County, Georgia records, as transferred to Community

above described property. Being and in-tended to be a portion of the same property conveyed by Warranty Deed dated June 3,

2005, from Alexander Davenport in favor of Eagles Nest Homes of Union County, LLC and recorded in Union County Records in

Deed Book 584, Page 394, Subject to all

easements, restrictions and rights-of-way as shown on plat recorded in Union County

Records in Plat Book J, Page 37; Plat Book J, Page 190; Plat Book K, Page 169; and Plat Book 55, Page 349. Subject to Landowner's

Declarations, Covenants, and Restrictions

& Southern Bank pursuant to that certain Purchase and Assumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835, Page 291, Union County Records, said Security Deed being given to secure a Note from GARRY EDWARDS dated August 7, 2008 in the original principal amount of One Hundred Eighty Three Thousand Eight Hundred Twelve and 59/100 (\$183,812.59) Dollars, as modified, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Court-house door at Union County, Georgia, within the legal hours of sale on the first Tuesday in November, 2012, the following described property: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 5 of Union County, Georgia, containing 1.78 acres, more or less, and being Lot Two (2), as shown on a plat of survey by North Georgia Land Surveyors, RS #1700, dated I/6/84 and recorded in the Union County re-

cords in Plat Book O page 221, and said plat is incorporated herein, by reference hereto,

for a full and complete description of the

above property. The debt secured by said Security Deed

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same 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 GARRY EDWARDS a/k/a GARY EDWARDS or a tenant or tenants.

COMMUNITY & SOUTHERN BANK,
as attorney in Fact for GARRY EDWARDS

a/k/a GARY EDWARDS L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8

Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00410 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. STATE OF GEORGIA NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from MICHAEL SEABOLT and LYNNE SEABOLT to UNITED

COMMUNITY BANK, dated February 4, 2008.

recorded February 13, 2008, in Deed Book 747, Page 568, Union County, Georgia re-cords, as modified by Modification of Secords, as mounted by Mountration to Security Deed dated December 16, 2009, recorded in Deed Book 822, Page 501, Union County, Georgia records, said Security Deed being given to secure a Note from MICHAEL SEABOLT and LYNNE SEABOLT dated December 1, 2000 in the betalest striated. cember 16, 2009, in the original principal amount of Ninety Six Thousand Seven Hun-dred Thirty Four and 31/100 (\$96,734.31) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in November, 2012,

the following described property:
All that tract or parcel of land lying and being 1.0 acre, more or less, in Land Lot 18, 16th District, 1st Section of Union County, Georgia, as shown on a plat of survey by Robert J. Breedlove, RS #2228, dated 5/13/99 and recorded in Plat Book 45 page 131 in the Office of the Clerk of Superior Court of Union County, which plat is incorporated herein by reference and made a parr nereor
The property is subject to easements to
Blue Ridge Mountain EMC as recorded in
Deed Book 171, page 254 and in Deed Book
325, page 261, Union County records. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-

wided 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).

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 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 MICHAEL SEABOLT and LYNNE SEABOLT or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for MICHAEL SEABOLT and LYNNE SEABOLT L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03384 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COUNTY OF UNION
MOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale
contained in a Security Deed from CHARLES
E. HILL and JACKIE L. HILL to United Community Bank, dated July 31, 1998, recorded
August 5, 1998, in Deed Book 296, Page 72, Union County, Georgia records, as modified, and as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 627, Union County, Georgia records, the Security Deed secures teeriga records, the Security Deed secures the payment of all amounts which have become due and payable by HILL & HILL PETROLEUM, LLC, CHARLES ELLIOTT HILL, II, CHARLES E. HILL and JACKIE L. HILL, 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

N(Oct10.17.24.31)B

STATE OF GEORGIA

COUNTY OF UNION

will be sold by the undersigned at public outcry to the highest bidder for cash be-fore the Courthouse door at Union County, Georgia, within the legal hours of sale on Georgia, within the legal nours of sale on the first Tuesday in November, 2012, the following described property: All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lots 13, 14, 15, 16, 22 & 23 of Union County, Georgia, containing 459.33 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated June 27, 1991 and recorded in Union County Records in Plat Book Y, Page 171. Said plat is incorporated herein, by reference hereto, for a full and complete description of the for a full and complete description of the above described property.

Less and except:
All that tract or parcel of land lying and being in Land Lot 22, 10th District, 1st Section, Union County, Georgia, containing 3.382 acres, more or less, as shown on a plat of survey by Cleveland 8, Cox Land plat of survey by Cleveland & Cox Land Surveying, LLC dated 01/16/08, recorded in Plat Book 61, Page 5, Union County, records, which description is incorporated herein by reference and made a part hereof.

ment as shown on said plat.
The property is subject to the ingress and egress easement as recorded in Deed Book 151, Page 238, Union County records. The property is subject to the easement to Blue Ridge Mountain EMC as recorded in Deed Book 248, Page 757, Union County Grantor grants to grantee access for in-gress and egress to the above described property along the 20 foot easement as shown on said plat. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-

The property is subject to the road ease-

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. 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 CHARLES E. HILL and JACKIE L. HILL or a tenant or tenants. CF SOUTHEAST LLC,

as attorney in Fact for CHARLES E. HILL and JACKIE L. HILL L. Lou Allen L. LOU Alleil Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. AM190-00029 THIS LAW FIRM IS ATTEMI MPTING TO COL-**LECT A DEBT. ANY INFORMATION OBTAINED** WILL BE USED FOR THAT PURPOSE. N(Oct10.17.24.31)B

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from CHARLES E. HILL and JACKIE L. HILL to United Community Bank, dated July 18, 2007, recorded July 23, 2007, in Deed Book 718, Page 728,

Union County, Georgia records, as modified, and as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 691, Union County, Georgia records, the Security Deed se-cures the payment of all amounts which have become due and payable by HILL & HILL PETROLEUM, LLC, CHARLES ELLIOTT HILL, II and CHARLES E. HILL and JACKIE L. HILL, with interest; there will be sold by the 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 November, 2012, the following described All that tract or parcel of land lying and being in Land Lot 21, 10th District, 1st Section, Union County, Georgia, containing 27.0 acres, as shown on a plat of survey by Rochester & Associates, inc. RS# 2349, dated 10/28/04, revised 11/15/04 and re-

corded in Plat Book 55, Page 69, Union County records which description on said plat is incorporated herein by reference and made a part hereof.

The property is subject to the road easement as shown on said plat. The property is subject to restrictions attached as Exhibit "A" in that certain warranty deed recorded in Deed Book 696. Page 636-639, Union County records.
Grantor grants to grantee a non-exclusive easement for ingress, egress and utilities along the 60 foot right of way to and from Rich Gap Road as shown on said plat. 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 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.

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

File No. AM190-00028 N(0ct10,17,24,31)B **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Deborah L. Young and Dwight

assigns dated March 3, 2009 in the amount

assigns dated warch 3, 2009 in the amount of \$172,000.00, and recorded in Deed Book 791, Page 626, Union County, Georgia Records; as last transferred to Cenlar FSB by assignment; the undersigned, Cenlar FSB pursuant to said deed and the note thereby

secured, has declared the entire amount

of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in November, 2012 , during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 308 of Union County, Georgia, and being Lot 24 of Pine Brook Subdivision, containing 0.78 acres, more or less, as shown on a plat of survey by North Georgia Land Surveyors, dated February 16, 1984, and recorded in Union County Records in Plat Book J, Page 295. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described prop-Also including a non-exclusive perpetual

roads for ingress and egress to the above described property. Less & Except: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 308 of Union County, Georgia, containing 0.125 acres, more or less, and being fur-ther identified as Additional Purchase # 1 and Additional Purchase #2 of Pine Brook Subdivision, as shown on a plat of survey by Blairsville Surveying Co., dated March 21, 1997 and recorded in the Union County records in Plat Book 39 Page 167, and said

plat is incorporated herein, by reference hereto, for a full and complete description of the above property. Subject to restrictions as recorded in Union County Records in Deed Book 131, Page 627. Subject to road easements as shown on Plat.
Subject to an easement to Blue Ridge
Mountain EMC, as recorded in Union County Records in Deed Book 132, pages 48 - 50. which has the property address of 759 Pinebrook Drive, 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

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 44-14-162.2(a).
Said property will be sold as the property of Deborah L. Young and Dwight L. Young and the proceeds of said sale will be applied to the payment of said indebtedness, the extended the proceeds of said indebtedness, the extended the said sale will be serviced in said.

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.

N(Oct10.17.24.31)B

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

Centar FSB Attorney in Fact for Deborah L. Young and Dwight L. Young McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News Publication Dates:10-10-2012, 10-17-2012, 10-24-2012. 10-31-2012 File No. 12-04714 /FHLMC/sstojanovic 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.

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER
IN DEED TO SECURE DEBT
Under and by virtue of the power of sale
contained in that certain Deed to Secure
Debt from Karen Frantz to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$135,728.00 dated 09/30/2011, and recorded in Deed Book 881, page 255, Union County records,

said Security Deed being last transferred and assigned to GMAC Mortgage, LLC in Deed Book 914, Page 75, the undersigned

will sell at public outcry to the highest bid-der for cash before the Courthouse door in

said County, during the legal hours of sale, on the first Tuesday of November, 2012 by GMAC Mortgage, LLC, as Attorney-in-Fact for Karen Frantz the following described property:
All that tract or parcel of land lying and being in Land Lot 5. 9th District, 1st Section of Union County, Georgia, being Lot R-32, containing 1.306 acres, in Lance Crossing North, as shown on a plat of survey by Rochester & Associates, Inc. RS #1534, dated April 19, 1994 and recorded in Plat Book 30, Page 210, Union County, Georgia Records, which description on said plat is hereby incorporated by reference and

Property known as: 186 Darby Ln, Blairs-ville, GA 30512

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

of the indebtedness secured thereby, this

sale will be made for the purposes of paying the same and all expenses of sale, in-

made a part hereof.

cluding attorney's fees, (notice having been given as provided by law).
The property will be sold as the property of The Aforesaid Grantors subject to the fol-(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior

Pursuant to 0.C.G.A Section 44-14-162.2 the name of the person or entity who has

the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is:

GMAC Mortgage, LLC

1100 Virginia Avenue Ft. Washington, PA 19034 PHONE: 800-850-4622 Pursuant to O.C.G.A. Section 44-14-162.2 nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is Karen Frantz. GMAC Mortgage, LLC, as Attorney-in-fact for Karen Frantz. This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-06981

N(Oct10.17.24.31)B

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Lynne C. Graham to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$173,500.00 dated 12/16/2010, and recorded in Deed Book 853, page 611, Union County records, said Security Deed being last transferred and assigned to U.S. Bank National Association in Deed Book 913, Page 57, the under-signed will sell at public outcry to the high-est bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of November, 2012 by U.S. Bank National Association, as Attorney-in-Fact for Lynne C. Graham the following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 39 of Union County, Georgia, and being Lot 11 of Cedar Creek Subdivision, containing

1.413 acres, more or less, as shown on a plat of survey by Rochester Associates, Inc., dated January 6, 2004, and recorded in Union County, Georgia records in Plat Book 53, Page 236. Said plat is incorpo-rated 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. Property known as: 296 Cedar Creek Dr. Blairsville, GA 30512 The indebtedness secured by said Deed

to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law).

The property will be sold as the property of The Aforesaid Grantors subject to the following: (1) all prior restrictive covenants, easements, rights-of-way or encumbrances; ments, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above.

U.S. Bank National Association holds the Note and referenced Security Deed and services the loan on behalf of Federal Home Services the loan on benair of rederal nome Loan Mortgage Corporation, the current owner of your loan. Pursuant to O.C.G.A Section 44-14-162.2 the name of the per-son or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is: U.S. Bank National Association 4801 Frederica Street 4801 Frederica Street
Owensboro, KY 42301
PHONE: 800-365-7772
Pursuant to O.C.G.A. Section 44-14-162.2,
nothing contained in this Notice of Sale
shall obligate any entity to negotiate,
amend, or modify said indebtedness.
To the best of the undersigned's knowledge
and belief, the party in possession is Lynne
C. Graham.

U.S. Bank National Association, as Attor-ney-in-fact for Lynne C. Graham. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-06056 SUMMARY OF PROPOSED CONSTITUTIONAL AMENDMENTS

Pursuant to requirements of the Georgia Constitution, Attorney General Samuel S. Olens, Secretary of State Brian P. Kemp, and Legislative Counsel Wayne R. Allen hereby provide the summaries of the proposed constitutional amendments that will appear on the November 6, 2012 persons the proposed constitutional amendments.

will appear on the November 6, 2012, gen-eral election ballot for consideration by the people of Georgia (the short headings in bold print are the same as those as-signed by the Constitutional Amendments Publication Board pursuant to O.C.G.A. Sec. 50-12-101): Provides for improving student achievement and parental involvement through more public charter school options. House Resolution No. 1162 Ga. L. 2012, p. 1364

Shall the Constitution of Georgia be amended to allow state or local approval of public charter schools upon the request of local communities?" communities?"
This proposal authorizes the General Assembly to provide by law for the creation of public state charter schools, which would operate under the terms of charters between the State Board of Education and

charter petitioners, while preserving the authority of local boards of education to establish local charter schools. Specifically, the proposal clarifies the authority of the General Assembly to provide for state-wide policies for public education prior to the college or post-secondary level, restates the authority of the General Assembly to establish special schools, prohibits the incurrence of bonded indebtedness or the levy of school taxes for the support of spe-cial schools without approval of the local board of education and the voters in the affected school system, provides that special schools may include public state charter schools, pre-serves the authority of local boards of edu-cation to establish local charter schools, authorizes the expenditure of state funds for special schools, and prohibits the de-duction of certain state funds from local school districts as a direct result or con-sequence of the enrollment of students in state charter schools.

exercise the authority granted by the pro-posed constitutional amendment to provide for public state charter schools. This law will become effective only if the consti-tutional amendment is ratified by the voters. This law is published at Georgia Laws 2012, p. 1298, Sec. 1, and was enacted by 2012 HB 797, Act No. 766. A copy of this entire proposed constitution-al amendment is on file in the office of the judge of the probate court and is available for public inspection. Allows the state to save taxpayer funds through multiyear real estate rental agree-Senate Resolution No. 84

The General Assembly has enacted a law to

Ga. L. 2012, p. 1363 "() YES () NO Shall the Constitution of Georgia be amended so as to provide for a reduction in the state's operating costs by allowing the General Assembly to authorize certain state agencies to enter into multiyear rent-al agreements?" This proposal authorizes the General Assembly to provide by law for the State sembly to provide by law for the State Properties Commission, the Board of Re-

gents of the University System of Georgia, and the Georgia Department of Labor to en-ter into rental agreements for the posses-

sion and use of real property without ob-ligating present funds for the full amount of obligation the state may bear under the full term of any such rental agreement. Any such agreement shall provide for the ter-mination of the agreement in the event of insufficient funds. The General Assembly has enacted a law to exercise the authority granted by the proposed constitutional amendment to provide for multiyear rental agreements for real property. This law will become effective only if the constitutional amendment is ratified by the voters. This law is published at Georgia Laws 2012, p. 989, and was enacted by 2012 SB 37, Act No. 717.
A copy of this entire proposed constitutional amendment is on file in the office of the judge of the probate court and is available for public inspection. NT(0ct17,24,31)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, **COUNTY OF UNION** IN RE: Estate of Minnie Lou Schartz, De-All debtors and creditors of the Estate of Minnie Lou Schartz, deceased, late of Union County, Georgia, are hereby notified

indebted to said estate are required to make immediate payment to the Personal Representative(s). This 4th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512

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to render their demands and payments to the Personal Representative(s) of the

estate, according to law, and all persons

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS COUNTY OF UNION The undersigned does hereby certify that Top Flite Financial, Inc. conducting a busi-ness as Top Flite Reverse, 253 Highway 515 E. Building D in the City of Blairsville, County of Union, in the State of Georgia, under the name of Top Flite Financial, Inc., and that the nature of the business is Mortgage Lender and that the names and addresses of the persons, firms or partnership owning and carrying on said trade of business are Top Flite Financial, Inc., 123 E. Grand River Avenue, Williamsten, MI 48895.

NOTICE TO DEBTORS AND CREDITORS

IN RE: Estate of Patricia Louise Howard,

All debtors and creditors of the Estate of Patricia Louise Howard, 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 4th day of October, 2012.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512