North Georgia News

Legal Notices for November 7, 2012 **NOTICE OF SALE UNDER POWER** NOTICE OF SALE UNDER POWER
GEORGIA, UNION COUNTY
THIS IS AN ATTEMPT 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
Mollie P. Aldridge and Janice Spence to
COUNTRYWIDE BANK, FSB, dated December
05. 2007 recorded in Deed Book 741 Page
05. 2007 recorded in Deed Book 741 Page

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Elizabeth M. Read, De-All debtors and creditors of the Estate of Elizabeth M. Read, 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 12th day of October, 2012.

05, 2007, recorded in Deed Book 741, Page 229, Union County, Georgia records, as last transferred to OCWEN LOAN SERVICING, LLC

by assignment recorded or to be recorded, Union County, Georgia records convey-

ing the after-described property to secure a Note in the original principal amount of ONE HUNDRED NINETY FIVE THOUSAND AND 00/100 DOLLARS (\$195,000.00); with interest thereon as set forth therein, there will be sold at public outcry to the highest hidder for each before the courthuse door.

bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in Decem-

ber, 2012 the following described property: SITUATE IN THE COUNTY OF UNION, STATE

OF GEORGIA, THE FOLLOWING DESCRIBED PROPERTY: ALL THAT TRACT OR PARCEL

OF LAND LYING AND BEING IN THE 10TH

DISTRICT, 1ST SECTION, LAND LOT 64 OF UNION COUNTY, GEORGIA, CONTAINING 2.83

UNION COUNTY, BEUNGIA, CONTAINING 2.63
ACRES, MORE OR LESS, AND BEING SHOWN
AS TRACT 1 ON A PLAT OF SURVEY BY
BLAIRSVILLE SURVEYING CO., DATED OCTOBER 14, 1998, AND RECORDED IN UNION
COUNTY RECORDS IN PLAT BOOK 44, PAGE
93. SAID PLAT IS INCORPORATED HEREIN,
BY DECEDENCE LEGETO. EOD A. EILII AND

BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE

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 re-maining in default, this sale will be made

maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's

fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including

taxes which are a lien, but not yet due and payable), any matters which might be dis-closed by an accurate survey and inspec-

tion of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out

The entity that has full authority to nego

tiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LLC, Attention: Home Retention Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Fax 407-737-5693. Please understand that the secured creditor is not required by law to

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 parties in possession of the property are Mollie P. Aldridge and Jan-

ice Spence or a tenant or tenants and said

property is more commonly known as 121 Bertson Cir, Blairsville, GA 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

As Attorney in Fact for Mollie P. Aldridge and Janice Spence

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

Under and by virtue of the Power of Sale

contained in a Security Deed given by Douglas W Elliott, III to Mortgage Electronic Registration Systems, Inc., dated June 2, 2009, recorded in Deed Book 803, Page

425, Union County, Georgia Records, as last transferred to Wells Fargo Bank, N.A.

by assignment recorded in Deed Book 912, Page 582, Union County, Georgia Records, conveying the after-described property

to secure a Note in the original principal

THOUSAND SIX HUNDRED AND 0/100 DOL-

LARS (\$153,600.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash

before the courthouse door of Union County, Georgia within the legal hours of sale

on the first Tuesday in December, 2012, the

following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART

HEREOF The debt secured by said Security

Deed has been and is hereby declared due

because of, among other possible events of default, failure to pay the indebtedness as

and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made

for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's

fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad 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

Des Molnes, IA 50300, 1-800-416-14/2. Io the best knowledge and belief of the undersigned, the party in possession of the property is Douglas W Elliott, III or a tenant or tenants and said property is more commonly known as 2070 Sanctuary Hill,

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 confir

mation and audit of the status of the loan with the holder of the security deed. Wells

Fargo Bank, N.A. as Attorney in Fact for Douglas W Elliott, III McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia

30076 www.foreclosurehotline.net MR/stm

12/4/12 Our file no. 51035212-FT7 EXHIBIT

A" All that tract or parcel of land lying and

being in Land Lot 211, 17th District, 1st Section, Union County, Georgia records, be-ing shown as Tract 4, containing 3.0 acres

as shown on a plat of survey by Blairsville Surveying Co., dated June 17, 1998 and recorded in Plat Book 44, Page 220, Union

County, Georgia records, which plat is by reference incorporated herein and made a

part hereof. The property is subject to an

Deed Book 276, Page 277, Union County

Georgia records. The property is subject to

and easement in favor of Blue Ridge Moun tain EMC as recorded in Deed Book 417, Page 33, Union County, Georgia records.

The property subject to the road as shown on aforesaid plat. MR/stm 12/4/12 Our file

NOTICE OF SALE UNDER POWER, UNION

Pursuant to the Power of Sale contained in

II to Mortgage Electronic Registration Systems, Inc. as nominee for United Communi-

and recorded in Deed Book 776 Page 115.

UNION County, Georgia records; as last transferred to JPMorgan Chase Bank,

National Association, conveying the after-described property to secure a Note in the original principal amount of \$ 174,060.00,

with interest at the rate specified therein

there will be sold by the undersigned at public outcry to the highest bidder for cash

before the Courthouse door of UNION County, Georgia, within the legal hours of sale on the first Tuesday in December, 2012 (De-

cember 04, 2012), the following described

ALL THAT TRACT OR PARCEL OF LAND LYING

AND BEING IN THE 17TH DISTRICT, 1ST SEC-TION. LAND LOTS 215 AND 218 OF UNION

ROSS RIDGE SUBDIVISION, CONTAINING 1.000 ACRES, MORE OR LESS, AS SHOWN

COX LAND SURVEYING, LLC, DATED JUNE 6, 2008, AND RECORDED IN UNION COUNTY

PLAT IS INCORPORATED HEREIN. BY REFER-

ENCE HERETO, FOR A FULL AND COMPLETE

DESCRIPTION OF THE ABOVE DESCRIBED

ALSO CONVEYED IS A NON-EXCLUSIVE PER-PETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND

EGRESS TO THE ABOVE DESCRIBED PROP-

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 re-

maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Se-

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

Said property is commonly known as 2130 Burton Street, Blairsville, GA 30512 togeth-

er 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 par-

ties) in possession of the subject property is (are): Harold D. Wimpey, II or tenant or

JPMorgan Chase Bank, NA is the entity or

individual designated who shall have full

authority to negotiate, amend and modify

all terms of the mortgage pursuant to es-

Note, however, that such entity or individual is not required by law to negotiate, amend

Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-

ing taxes which are a lien, but not vet due

and payable), (b) unpaid water or sewage bills that constitute a lien against the

property whether due and payable or not yet due and payable and which may not

be of record, (c) the right of redemption of

any taxing 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

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

Deed, Pursuant to O.C.G.A. Section 9-13-

172.1, which allows for certain procedures regarding the rescission of judicial and

non-judicial sales in the State of Georgia.

the Deed Under Power and other foreclo

sure documents may not be provided until

final confirmation and audit of the status of

the loan as provided immediately above.
JPMorgan Chase Bank, National Associa

tion as agent and Attorney in Fact for Har-old D. Wimpey, II

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. 1031-68523

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Brian T. Allen to Mortgage Elec-

tronic Registration Systems. Inc. in the orig-

inal principal amount of \$155,400.00 dated

12/30/2005, and recorded in Deed Bool 623, page 497, Union County records, said Security Deed being last transferred and

assigned to MortgageIT, Inc. in Deed Book

865. Page 649, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County,

during the legal hours of sale, on the first Tuesday of December, 2012 by MortgagelT, Inc., as Attorney-in-Fact for Brian T. Allen

the following described property: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land

Lot 83 of Union County, Georgia, containing 0.84 acres, more or less, as shown on a plat of survey by Blairsville Surveying Co., dated

September 28, 1999, and recorded in Union County Records In Plat Book 45, Page 26

Said plat is incorporated herein, by refer-

ence hereto, for a full and complete de-

scription of the above described property.
Grantors also grant to grantee a non-exclu-

sive perpetual easement for the use of the roads for ingress and egress to the above

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

The indebtedness secured by said Deed to

Secure Debt having been declared due and payable because of default in the payment 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 fol-

(1) all prior restrictive covenants, ease

ments, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters

survey of the property; (4) the outstand-

ing ad valorem taxes and assessments. if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and

payable; and (6) matters of record superior to the security deed first set out above.

Pursuant to O.C.G.A Section 44-14-162.2

the name of the person or entity who has the full authority to negotiate, amend, or

modify the terms of the aforementioned

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

nothing contained in this Notice of Sale

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

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

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. 12-04969

(Nov7,14,21,28)B

amend, or modify said indebtedness

obligate any entity to negotiate,

which would be disclosed by

GMAC Mortgage, LLC

1100 Virginia Avenue Ft. Washington, PA 19034

described property.

COUNTY OF UNION NOTICE OF SALE UNDER POWER

IN DEED TO SECURE DEBT

matters of record superior to the Security

Homeowner's Assistance Department

fees having been given).

tablished quidelines

3415 Vision Drive

1-866-550-5705

Columbus, Ohio 43219

Deed first set out above.

JPMorgan Chase Bank, NA

or modify the terms of the loan.

Security Deed given by Harold D. Wimpey,

easement in favor of TVA as recorded in

Weissman, Nowack, Curry & Wilco, PC

OCWEN LOAN SERVICING, LLC

NOTICE OF SALE UNDER POWER

USED FOR THAT PURPOSE.

Attn: Ocwen Team One Alliance Center

3500 Lenox Road Atlanta, GA 30326

DESCRIBED PROPERTY.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 N(Oct17,24,31,Nov7)B NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF UNION 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 Blairsville, GA 30512

IN RE: Estate of Evelyn J. Layne. Deceased All debtors and creditors of the Estate of Evelyn J. Layne, deceased, late of Union

NOTICE TO DEBTORS AND CREDITORS

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 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 periore the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number. 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

Georgia Department of Transportation To Hold
A Location and Design Public Information Open House for Projects STP00-0002-07(022) and STP00-0002-07(020) **Union County** On Thursday, November 15, 2012(date) at the Pat Haralson Memorial Civic Center(location), 165 Wellborn Street, Blairsville, the Georgia Department of Transportation will hold a Public Information Open House concerning Projects STP00-0002-07(022) and STP00-0002-07(020), Union Union County.

Projects STP00-0002-07(022) and STP00-0002-07(020), Union Union County, are pro-

posals to provide additional capacity while improving operations and access to SR 11 from CR 234/Town Creek School Road to CR 304/Weslev Mountain Drive and to SR 11 respectively. The projects would widen the existing two and three-lane roadway to a four-lane facility with a rural 32-foot divided median. A 12-foot flush median would be used in the urban areas of Blairsville. The projects propose a new location bypass southwest Blairsville to avoid impacts in the developed downtown area. The purpose of this Open House is to provide the public with an opportunity to view the proposed project, ask questions, and comment on the proposal. The Open House will be conducted between the hours of 5:00 p.m. and 7:00 p.m. The Open House will be informal, and the public is invited to attend anytime during these hours. There will be no formal pre-sentation. Americans with Disabilities Act (ADA) In-The meeting site is accessible to persons with disabilities. Accommodations for people with disabilities can be arranged with advance notice by calling (GDOT – Kim Coley District Planning & Programming Engineer – 770-532-5530 phone number). Written statements will be accepted con-

Floor Atlanta, Georgia 30308 LEGAL ADVERTISEMENT Blairsville Downtown Streetscape oransyme business and county
fity 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

cerning this project until November 29,

State Environmental Administrator Georgia Department of Transportation 600 West Peachtree Street, NW – 16th

2012. Written statements may be submitted to: Mr. Glenn Bowman, P.E.

opened oil, lucesady, 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 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.

Opened on, Tuesday, December 11, 2012 at

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. 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 estimated work complete in place as prescribed by the Standard Specifications. Final Payment of amounts withheld or deposited in Escrow 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

LEGAL NOTICE 30-Day Comment Period Categorical Exclu-Opportunity to Comment on recreation maintenance and improvement project in Union County, GA. The Forest Service, Chattahoochee Na-tional Forest, Blue Ridge Ranger District, is requesting public comment on a pro-posal for a recreation maintenance and improvement project in Union County, GA. The proposal includes the relocation of ap-proximately .10 mile of trail of the Desoto Falls-Upper Falls trail to minimize longterm maintenance, increase sustainability. and provide a more enjoyable trail experi-ence. The proposed action description and other information are available for review at the Blue Ridge Ranger District office in Blairsville, GA. Additional information

regarding these actions can be obtained from: Valencia Morris at 2042 Hwy 515 W, Blairsville, GA 30512 or by email at vcmor-

These proposals are categorically excluded from documentation in an Environmental

Assessment or an Environmental Impact

decisions will be subject to administrative

appeal in accordance with 36 CFR 215 and the judicial ruling in Sequoia ForestKeeper v. Tidwell.

How to Comment and Timeframe

ris@fs.fed.us.

Written, facsimile, hand-delivered, oral, and electronic comments concerning this action will be accepted for 30 calendar days following the publication of this no-tice in the North Georgia News and The News Observer. The publication date in the newspapers of record is the exclusive means for calculating the comment period for this analysis. These witching to comfor this analysis. Those wishing to com-ment should not rely upon dates or time-frame information provided by any other source. The regulations prohibit extending the length of the comment period.

Written comments must be submitted to:

Andrew Baker at 2042 Hwy 515 W, Blairs-ville, GA 30512 or by email at albaker@ fs.fed.us. The office business hours for

those submitting hand-delivered comments

are: 8 AM to 4:30 PM, Monday through Friday, excluding holidays. Oral comments must be provided at the Responsible Official's office during normal business hours via telephone at (706) 745-6928 or in person, or at an official agency function (i.e. public meeting) that is designed to elicit public comments. Electronic comments must be submitted in a format such as an email message, plain text (.txt), rich text format (.rtf), or Word (.doc) to al-baker@fs.fed.us. In cases where no identifiable name is attached to a comment, a verification of identity will be required for appeal eligibility. If using an electronic message, a scanned signature is one way to provide verification. It is the responsibility of persons providing comments to submit them by the close of the comment period. Only those who submit timely comments will have eligibility to appeal the subsequent decision unde 36 CFR 215. Individuals and organizations wishing to be eligible to appeal must meet the informa-tion requirements of 36 CFR 215.6. 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

Note in the original principal amount of TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNwith interest thereon as set forth therein house door of Union County, Georgia within property: SEÉ EXHÍBIT "A" ATTACHED HERE-TO AND MADE A PART HEREOF The debt secured by said Security Deed has been and

contained in a Security Deed given by Pa-tricia R Benjamin and Theodore C Benjamin to Bank of America, N.A., dated February 9,

2006, recorded in Deed Book 629, Page 739,

is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not vet due spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Bank of America, N.A. is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. To the best knowledge and belief of the undersigned, the party in possession of the property is Patricia R Beniamin and Theodore C Beniamin or a tenant or tenants and said property is more commonly known as 2400 Loftis Mtn Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmafirm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgst vou. B

ment against you. Bank of America, N.A. as Attorney in Fact for Patricia R Benjamin and Theodore C Benjamin McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/dt3 12/4/12 Our file no. 53007310-FT14 EXHIBIT "A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 191 of Union County, Georgia, containing 1.098 acres, and being more participations. ing 1.098 acres, and being more particu-larly described as Lot 9 of Loftis Mountain Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., James C Jones and Roger L Owenby, RLS, dated May 20, 2003, last revised on January 14, 2004 and recorded in Plat Book 53, Pages 232-232 of the Usion Courty Recorded and recorded in Plat book 33, Pages 232-233, of the Union County Records, said plat being incorporated herein by reference; together with an easement of ingress and egress and for the installation of utilities over, above and across Loftis Mountain Road, from Bradley Road, as shown on said plat of survey. The afore-described lot is conveyed together with and subject to the Subdivision road easements a shown on the afore referenced plat of survey, the septic tank system restrictions set forth on the afore referenced plat of survey, that Declaration of Restrictions, Limitations and Covenants running with the land and pertaining to Loftis Mountain Subdivision dated December 30, 2003 and recorded in Deed Book 507, Pages 731-734 of the Union DUE TO BOUN 307, rages /31-734 of the Union County Records; and subject to those electric power line easements in favor of Blue Ridge Mountain Electric Membership Corprecorded in Deed Book 507, Pages 729-730 of the Union Count records. MR/dt3 12/4/12 Our file no. 53007310 - FT14

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF UNION
By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt (With

Future Advance Clause) dated May 17, 2005 from Flaga Partners, LLC ("Debtor" or "Grantor") to Bank of Hiawasee d/b/a Bank of Blairsville and recorded in Deed Book 610, Page 266, Union County, Georgia records, as modified by Modification of Deed to Secure Debt recorded at Deed Book 677, Page 325, aforesaid records, as modified by Modification of Deed to Secure Debt recorded at Deed Book 737, Page 394, aforesaid records, as assigned to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that certain Assignment of Real Estate Deed to Secure Debt effective as of August 24, 2011 and recorded in Deed Book 891, Page 652, aforesaid records, and as subsequently assigned to Acorn 6B Majestic Ridge Real Estate, LLC ("Holder" or "Grantee") pursu-ant 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, modi-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 in the original stated principal amount of Two Million Four Hundred Sixty-One Thou-sand Nine Hundred Forty-Six and 25/100 Dollars (\$2,461,946.25), as subsequently endorsed to CRV, and then to Holder (said note, as same from time to time may have been endorsed, renewed, replaced, modified, assigned, amended, or amended and restated, being hereinafter referred to as the "Note"); there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Union County, Georgia, within the legal hours of sale on the first Tuesday in De-cember 2012, all of Debtor's right, title and

interest in and to the following described property (collectively, the "Property"): All that tract or parcel of land, lying and being in the 8th District, 1st Section of Union County, Georgia, being a part of Land Lot Nos. 100, 99, 98, 117 and 118, and being further described as 329.81 acres, more or less, as shown on that plat of survey 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 accurate metes and bounds description of the above-described property.

Being all that property and the same property 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 that same property shown as Map # 002 001 in Union County Tax records. Being all that property conveyed from Ruby Nan Auberry to Ford M. Ash, Sr. by Quit-Claim Deed dated April 26, 2005, recorded May 4, 2005 in Deed Book 578, Pages 533-34 Union County Deed records

34, Union County Deed records. 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 water stock and all improvements, structures, fixtures, and replacements that are part of the real estate described above. The indebtedness secured by the Security Deed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of principal and interest when due. The indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other nayments provided for under the 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 assessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing

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 terms of the mortgage instrument. Acorn 6B Majestic Ridge Real Estate, LLC, a Georgia limited liability company, as attor-ney-in-fact for Flaga Partners, LLC BRYAN CAVE LLP Justin S. Barry, Esq. **One Atlantic Center** Fourteenth Floor 1201 West Peachtree Street, NW Atlanta, Georgia 30309 (404) 572-6600 NOTICE OF SALE UNDER POWER, UNION COUNTY Pursuant to the Power of Sale contained in a Security Deed given by Richard S Wheeler and James H Grizzle to Mortgage Electronic Registration Systems, Inc., as nominee for United Community Mortgage Services, Inc dated 2/27/2008 and recorded in Deed Book 750 Page 329, UNION County, Georgia

after the date of the Security Deed and consented to by the grantee therein.

will be sold by the undersigned 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 December, 2012 (December 4, 2012), the following described

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

records; as last transferred to GMAC Mort-gage, LLC, conveying the after-described

property to secure a Note in the original principal amount of \$ 130,000.00, with in-terest at the rate specified therein, there

Lot 89 of Union County, Georgia, containing Inc., dated December 10, 1992, and revised February 5, 1993, and recorded in Union County Records in Plat Book 29, Page 19. Said plat is incorporated herein, by reference hereto, for a full and complete 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.
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect

attorney's fees having been given). Federal

National Mortgage Association is the cur-rent owner of the loan.

Said property is commonly known as 100

Four Wheel Drive , Blairsville, GA 30512 to-gether with all fixtures and personal prop-

erty attached to and constituting a part of

said property, if any. To the best knowledge and belief of the undersigned, the party (or

parties) in possession of the subject prop-

r or tenant or tenants. GMAC Mortgage, LLC is the entity or indi-

erty is (are): James H Grizzle and Richard S

vidual designated, who shall have full au-thority to negotiate, amend and modify all terms of the mortgage pursuant to established guidelines. GMAC Mortgage, LLC Loss Mitigation 3451 Hammond Avenue 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) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning

ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not vet due and pavable 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 Deed first set out above. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia,

the Deed Under Power and other foreclo-

sure documents may not be provided until

final confirmation and audit of the status of

GMAC Mortgage, LLC as agent and Attorney in Fact for Richard S Wheeler and James H

Aldridge Connors, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL

BE USED FOR THAT PURPOSE. 1165-740

NOTICE OF SALE UNDER POWER STATE OF GEORGIA

COUNTY OF UNION

the loan as provided immediately above.

Future Advance Clause) dated May 17, 2005 from Flaga Partners, LLC ("Debtor" or "Grantor") to Bank of Hiawasee d/b/a Bank of Blairsville and recorded in Deed Book 581, Page 591, Union County, Georgia records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 611, page 3, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 648.

Debt recorded at Deed Book 677, page 329.

aforesaid records, as modified by that Modification of Deed to Secure Debt recorded

By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt (With

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, nage 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 noresalu records, as a nected by quincami beed recorded at Deed Book 823, page 115, as assigned to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that cer-tain Assignment of Real Estate Deed to Se-cure Debt effective as of August 24, 2011 and recorded in Deed Book 890, Page 770. and recorded in Deen book 690, Page 770, aforesaid records, and as subsequently assigned to Acorn 6B Majestic Ridge Real Estate, LLC ("Holder" or "Grantee") pursuant to an assignment to be recorded prior to foreclosure (the foregoing deed to secure debt, as may have from time to time been or may be assigned, assumed, modified, amended, or amended and restated is hereinafter referred to as the "Security Deed"). said Security Deed being given to secure a universal note dated October 17, 2007 in the original stated principal amount of Two Million Two Hundred Forty-One Thou-sand Seven Hundred Thirty-One and 93/100

Dollars (\$2,241,731.93), as subsequently endorsed to CRV, and then to Holder (said note, as same from time to time may have

been endorsed, renewed, replaced, modi-

the "Note"): there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Union County, Georgia, within the legal hours of sale on the first Tuesday in De-cember 2012, 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 Three (3) containing 12.783 acres, more or less, and Tract Four (4) containing 29.957 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated December 21, 1995 and recorded in Union County records in Plat Book 33, Page 218. Said plat is incorporated herein by reference hereto, for a full and complete description of the above described property. All that tract or parcel of land lying and being in Land Lots 110 & 111, 16th 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 being in the 16th District, 1st Section, Land Lot 110 of Union County, Georgia, containing 13.0 acres, more or less, and being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and Tracts II and III of Ehlerise Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated 2/13/91 and recorded in the Union County records in Plat Book 27 Page 106. and said plat is incorporated herein, by reference hereto, for a full and complete

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 water the control of the cont 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

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 on a plat of survey by Blairsville Surveying

Co., dated March 1994, and recorded in

Union County, Georgia records in Plat Book 46, Page 69. Said plat is incorporated into

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 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 assessments and in all prior restrictions. ad valorem taxes and governmental assessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to by the grantee therein.

The entity that has full authority to negotiate among and modified all the taxes of the ate, amend, and modify all the terms of the Security Deed with Grantor is the secured creditor: Acorn 6B Majestic Ridge Real Estate, LLC, 4675 Macarthur Court, Suite 1550, Newport Beach, CA 92660, Attention: Peter Mateo, (949) 517-0822. Please understand that the coursed words.

that the secured creditor is not required by law to negotiate, amend or modify the Acorn 6B Majestic Ridge Real Estate, LLC, a Georgia limited liability company, as attorney-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

Under and by virtue of the Power of Sale contained in a Security Deed given by Donna T. Sticher to Wells Fargo Bank, N.A., dated May 5, 2006, recorded in Deed N.A., dated May 5, 2000, recorded in Deed Book 645, Page 69, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SIXTY THOUSAND AND 0/100 DOLLARS (\$60,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the high-est bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in December, 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 other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not vet 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. Wells Fargo Bank, N.A. is the holder of the Note and Security Deed to the property in accordance with DCGA S 44. 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

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.

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 solely to forecase the creditor's file in real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Donna T. Sticher McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ikw 2/4/12 Our file no. 5577812-FT7 EXHIBIT A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 287 of Union County, Georgia, containing 0.70 acres, more or less, as shown on a plat of survey by Jack Stanley Union County plat of survey of yack stamey union county Surveyor dated July 16, 1984 and recorded in Union County Records in Plat Book Q, Page 93. Said plat is incorporated herein, by reference hereto, for a full and com-plete description of the above described property. Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property. Subject to road easements as shown on plat. Subject to boundary line agreement as recorded in Union County records in Deed Book 368, page 42. Subject to a non-exclusive perpage 42. Subject to a non-exclusive per-petual easement for the use of the roads for ingress and egress to the above de-scribed property. MR/jkw 12/4/12 Our file no.5577812 - FT7 N(Nov7,14,21,28)B STATE OF GEORGIA NOTICE OF SALE UNDER POWER

Page 758, UNION County, Georgia Records, as last transferred to GMAC MORTGAGE, as last transferred to GMAC MURIGAGE, LLC by assignment recorded in Deed Book 915, Page 502, UNION County, Georgia Records, said Deed to Secure Debt having been given to secure a Note dated June 15, 2005 in the original principal sum of EIGHTY FIVE THOUSAND AND 0/100 DOL-LARS (\$85,000.00), with interest from date at the rate stated in said Note 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 December, the property described on Exhibit "A" attached hereto and incorporated

herein by reference. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among

other possible events of default, non-pay

ment of the monthly installments on said loan. The debt remaining in default, this

By virtue of the power of sale contained in that certain Deed to Secure Debt from

JO ANN V. MARVEL to MORTGAGE ELEC-

TRONIC REGISTRATION SYSTEMS, INC. dated June 15, 2005, filed for record June

21, 2005, and recorded in Deed Book 586.

sale will be made for the purpose of pay-ing the same and all expenses of this sale, including attorney's fees. GMAC MORTGAGE, LLC holds the duly indorsed Note and is the assignee of the Se-curity Deed to your property. GMAC MORT-GAGE, LLC services your loan on behalf of Federal National Mortgage Association , the current beneficial owner of your loan. The servicer of this loan is GMAC MORTGAGE, LLC. The individual or entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is GMAC MORTGAGE, LLC, 1100 VIRGINIA DRIVE, FORT WASHINGTON, PA 19034;. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument.
Said property will be sold subject to any
outstanding ad valorem taxes (including
taxes which are a lien, whether or not now
due and payable), the right of redemption
of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

JO ANN V. MARVEL Phelan Hallinan PLC 303 Perimeter Center North, Suite 800 Atlanta, GA 30346 Telephone: 770-393-4300 Fax: 770-393-4310 This law firm is acting as a debt collector. Any information obtained will be used for ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 10TH DISTRICT, 1S SECTION, LAND LOT 12 OF UNION COUNT GEORGIA. AND BEING LOT 3 OF COOSA CREEK ACRES SUBDIVISION, CONTRAINING 0.91 ACRES, MORE OR LESS, AS SHOWN

ON A PLAT OF SURVEY BY NORTH GEOR-

GIA LAND SURVEYORS DATED OCTOBER 1981, AND RECORDED IN UNION COUNTY

RECORDS IN PLAT BOOK L. PAGE 232. 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

of the loan with the holder of the Security

Said property will be sold as the property of

JO ANN V. MARVEL. GMAC MORTGAGE, LLC

As Attorney-in-Fact for

PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED 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 Randall J. Allen to Mortgage Electronic Registration Systems, Inc., dated January 17, 2008, recorded in Deed Book 744, Page 561, Union County, Georgia Records, as last transferred to Bank of America N.A. successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP by assignment recorded in Deed Book 881, Page 885, Union County Georgia Records.

Page 685, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of EIGHTY-SIX THOUSAND TWO

HUNDRED SEVENTY-FIVE AND 0/100 DOL-LARS (\$86,275.00), 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 December, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Bank of America N.A. successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify terms of the mortgage with the debtor Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAD-911-01-05, Lancaster, CA 93536, (661) 951-5100. To the best knowledge and belief of the undersigned, the party in possession of the property is Randall J. Allen or a tenant or tenants and said property is more commonly known as 1952 Elisha Payne Circle South, Blairsville, Georgia 30512. The sale will be conducted

subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on rea estate and this law firm will not be seeking to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servic-ing LP as Attorney in Fact for Randall J. Allen McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/rao1 12/4/12 Our file no. 5368212-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lot 22 of Union County, Georgia, containing 1.00 acre, more or less, as shown on a plat of survey made for Randall J. Allen dated September 9 1994, by Blairsville Surveying Co. F.R.L.S. #2228, and being recorded in Union County Records in Plat Book 32, page 91, said plat of survey being incorporated herein by reference hereto, for a full and complete de-scription of the above-described property Also conveyed herein is 9' gravel rond 9' easement for ingress and egress to and from said property as shown on the plat. Parcel No. 011-048-A MR/rao1 12/4/12 Our file no. 5368212 - FT11 STATE OF GEORGIA COUNTY OF UNION
NOTICE OF SALE UNDER POWER Because of a default in the payment of the indebtedness secured by a Security Deed

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, December 4, 2012, during the legal hours of sale, before the Courthouse door in said County, sell at pub-

executed by Kurt Buernerkemper and Re-

nee Buernerkemper to Mortgage Electronic Registration Systems, Inc. as nominee for

Wachovia Mortgage Corporation, and its successors and assigns. dated August 30, 2006, and recorded in Deed Book 666,

Page 125, Union County Records, said Security Deed having been last sold, as-signed, transferred and conveyed to Wells

Fargo Bank, N.A. by Assignment, securing a Note in the original principal amount of \$159,300.00, the holder thereof pursuant

to said Deed and Note thereby secured has

lic 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 Lot 235 of Union County, Georgia and being Tract 2 containing 3.65 acres, more or less as shown on a plat of survey by Blairsville Surveying Co., dated March 9, 1998, and recorded in Union County records in Plat Book 54, Page 83. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.
Said property is known as 7540 Croft Mc-Farland Road. Blairsville, GA 30514, together with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The 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 distributed as provided by law.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor. The property is or may be in the possession of Kurt J. Buernerkemper and Renee A. Buernerkemper, successor in interest or tenant(s).
Wells Fargo Bank, N.A. as Attorney-in-Fact for Kurt Buernerkemper and Renee SHAPIRO & SWERTFEGER, LLP* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta. GA 30341-3941 (770) 220-2535/MD www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

20, 2009, recorded in Deed Book 790, Page 121, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 889, Page 541, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$196,500.00), with interest thereon as set forth therein, there will be sold at public outery to the bioth-

NOTICE OF SALE UNDER POWER

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

ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by George H. Davis to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. its successors and assigns, dated February 20, 2009, recorded in Deed Book 79, Page 121. Illnion County. Georgia Records, as last

GEORGIA, UNION COUNTY

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 December, 2012, the following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 250 (shown incorrectly as Land Lot 350 in Executor's Deed of Assent recorded in Union County Records in Deed Land Lot 350 in Executor's Deed of Assent recorded in Union County Records in Deed Book 328, Page 772) of Union County, Georgia, containing 1.00 acres, more or less, as shown on a plat of survey by T. Kirby & Associates, Inc., Tony G. Kirby, G.R.L.S. No. 2988, dated January 30, 2007, and recorded in Union County Records in Plat Book 59, Page 164. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Being and intended to be a portion of the same property conveyed by Executor's Deed of Assent dated September 8, 1999, and recorded in Union County Records in Deed Book 328, Page 772. Being and intending to be the same property conveyed by Quit Claim Deed dated February 12, 2007, from Barbara A. McMullen in favor of George H. Davis and recorded in Union of George H. Davis and recorded in Union County Records in Deed Book 692, Page 81. Subject to Landowners' Declarations, Covenants, and Restrictions Running With The Land recorded in Union County records in Deed Book 110, Pages 699-701. Subject to Deed Book 110, Pages 699-701. Subject to Right of Way Deed recorded in Union County Records in Deed Book 121, Page 579. Subject to conveyance and reservation of a 5 foot easement strip as shown in Warranty Deed recorded in Union County Records in Deed Book 123, Pages 337-38. Subject to all easements, restrictions and rights-of-way as shown on plat recorded in Union County Records in Plat Rook 1. Page 37. Plat Rook as shown on plat recorded in Union County Records in Plat Book J, Page 37; Plat Book M, Page 172; Plat Book 59, Page 111, and Plat Book 59, Page 164. Subject to Grant of Flowage Easement recorded in Union County Records in Deed Book EE, Pages 195-97. Subject to Easement recorded in Union County Records in Deed Book 110, Pages 517-19. Subject to Easement to Blue Ridge Mountain Electric Membership Corporation recorded in Union County Records in Deed Book 638 Pages 354 The debt can be applied to the page 354 The debt can be seen to Blue Deed Rook 638 Pages 354 The debt can be seen to Blue Deed Rook 638 Pages 354 The debt can be seen to Blue Book 638 Pages 354 The debt can be seen to Blue Book 638 Pages 354 The debt can be seen to Blue Book 638 Pages 354 The debt can be seen to Blue Book 638 Pages 354 The debt can be seen to Blue Book 638 Pages 354 The debt can be seen to Blue Book 198 Pages 354 The debt can be seen to Blue Book 198 Pages 354 The debt can be seen to Blue Book 198 Pages 354 The debt can be seen to Blue Book 198 Pages 354 The debt can be seen to Blue Book 198 Pages 354 The debt can be seen to Blue Book 198 Pages 354 The debt can be seen to Blue Book 198 Pages 354 The debt can be seen to Blue Book 198 Pages poration recorded in Union County Records in Deed Book 628, Page 354. 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 curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this paying the same and an expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). »JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to percentage and the production of the control of the co

authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem

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 knowledge and belief of the undersigned, the party in possession of the property is

knowledge and belief of the undersigned, the party in possession of the property is George H. Davis or a tenant or tenants and said property is more commonly known as 155 Saddle Ridge Drive, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not probibited under the U.S. Pankruter, Code

(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 George H. Davis Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/vai 12/4/12 Our file no. 1281911-FT20 NNov7.142128B

sociation, As Trustee for Chase Mortgage Finance Trust Series 2007-S6 by assignment recorded in Deed Book 829, Page 532, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIVE HUNDRED TWENTY-NINE THOU-SAND SIX HUNDRED AND 0/100 DOLLARS (\$529,600.00), 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 Georgia Within the legal nours of sale on the first Tuesday in December, 2012, the following described property: All that tract or parcel of land lying and being in Land Lots 164 and 197, 8th District, 1st Section, Union County, Georgia, containing 5.00 acres, as being shown on plat of survey en-titled "Survey for Milks A Younghlood and acres, as being shown on plat or survey entitled "Survey for Mike A. Youngblood and Julia D. Youngblood" by Kuykendall Surveying, Inc. dated September 28, 2004 and recorded in Plat Book 52, Page 137, Union County Records which description on said plat is incorporated herein by reference. Property is subject to matters as shown on the above plat. The right, if any, of The United States of America to redeem said land within 120 days from the date of the foreclosure sale held on December 4, 2012, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). The debt se-cured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of Donna T. Sticher or a tenant or tenants and paying the same and all expenses of this said property is more commonly known as 6799 Confidence Church Rd, Blairsville 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 Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: The Bank of New York Mellon Trust Com-Code and (2) to final confirmation and audit pany, National Association Formerly Known As The Bank of New York Trust Company, National Association, As Trustee for Chase Mortgage Finance Trust Series 2007-S6.
JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus OH 43219, to discuss possible alternatives to foreclosure, and has the authority to ne-

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.

gotiate, 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 in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Mike A. Youngblood or a tenant or tenants and said property is more commonly known as 4868 St Hwy 325, Blairsville, Georgia 30512-2674. The sale will be conducted subject (1) to confirmation that the sale is not problibited under tion that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. The Bank of New York Mellon Trust Com-pany, National Association Formerly Known As The Bank of New York Trust Company National Association, As Trustee for Chase Mortgage Finance Trust Series 2007-S6 as Attorney in Fact for Mike A. Youngblood Johnson & Freedman, LLC 1587 North-east Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/vai 12/4/12 Our file no. 1351211-FT20 N(Nov7,14,21,28)B NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF UNION By virtue of the Power of Sale contained in the Real Estate Deed to Secure Debt (With Future Advance Clause) dated January 6, 2006 from JIMMY COMBS AND JOSHUA CAIN CHEEK ("Debtor") to BANK OF HIA-WASSEE d/b/a BANK OF BLAIRSVILLE

ary 17, 2012, and recorded in Deed Book 890, Pages 746-749, UNION County, Georgia deed records which was further assigned to ACORN 6B BLAIRSVILLE REAL ESTATE,

suant to that certain Assignment of Real Estate Deed to Secure Debt recorded Janu-

Debt dated October 12, 2012, and recorded in Deed Book 918, Pages 188-191, UNION County, Georgia deed records (as said Deed to Secure Debt from time to time may have is hereinafter referred to as the "Security amount of THREE HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED EIGHTY FIVE AND No/100 Dollars (\$358,985.00) (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"); together with any and all in-debtedness owing by Debtor to Holder, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in UNION County, Georgia, within the legal hours of sale on the first Tuesday in DECEMBER, 2012, 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 LY-ING AND BEING IN THE 17TH DISTRICT, 1ST SECTION, LAND LOT 295 OF UNION COUNTY GEORGIA, CONTAINING 8.52 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY DELTA SURVEYORS, INC. DATED NOVEMBER 30, 2005, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 52, PAGE

ING TO THE PRESENT SYSTEM OF NUMBER ING PROPERTY IN UNION COUNTY, GEORGIA ALSO KNOWN AS 687 TRACKROCK CHURCH ROAD, BLAIRSVILLE, GEORGIA 30512 SUB-JECT TO ANY EASEMENTS OR RESTRIC-TIONS OF RECORD. TOGETHER WITH ALL RIGHTS, EASEMENTS, APPURTENANCES, ROYALTIES, MINERAL RIGHTS, OIL AND GAS RIGHTS, CROPS, TIM-BER, ALL DIVERSION PAYMENTS OR THIRD PARTY PAYMENTS MADE TO CROP PRODUC-ERS. ALL WATER AND RIPARIAN RIGHTS WELLS, DITCHES, RESERVOIRS, AND WATER STOCK AND ALL EXISTING AND FUTURE

accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys fees having been given as provided by law and the remainder, if any, shall be applied as provided by law. To the best of Holder's knowledge, the party in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all un-paid real estate ad valorem taxes and governmental assessments and to all prior re-strictions, 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 6A BLAIRSVILLE REAL ES-TATE, LLC, c/o Sabal Financial Group, L.P. 465 North Halstead Street, Suite 130, Pasadena, California 91107, telephone number 949-517-0801. Please understand that the secured creditor is not required by law to negotiate, amend or modify the a Georgia limited liability company, as attorney-in-fact for JIMMY COMBS AND JOSHUA CAIN CHEEK PERRIE & ASSOCIATES, LLC 100 Galleria Parkway Suite 1170 Atlanta, Georgia 30339 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT OR ENFORCE THE TERMS AND CON-DITIONS OF THE SECURITY DEED AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTICE OF SALE UNDER POWER, UNION

gia, within the legal hours of sale on the first Tuesday in December, 2012 (December 4, 2012), the following described property: All that tract or parcel of land lying and being in Union County, Georgia and being part of Lot of Land Nos. 33 & 40. District 10, Section One of said County and State, containing 8 acres, more or less, described

terest 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, Geor-

Book 225, Page 380, Union County, Georgia That certain Warranty Deed from Terry Plot to Larry Harkins and Jean Harkins, dated 1982, and filed for record in Deed Book 122, Page 402, Union County, Georgia That certain Warranty Deed from Terry Plott to Larry Harkins and Jean Harkins, dated July 22, 1982, and filed for record in Deed Book 122, Page 401, Union County, Georgia Records.
The debt secured by said Security Deed

in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Aspen Shackleton III LLC is the current owner of Dock Jones Road W, Blairsville, Georgia 30512 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Terry Plott and Coletta Plott or tenant or tenants. Gregory Funding is the entity or individual auidelines.

and payable), (b) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not vet 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

of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above Aspen Shackleton III LLC as agent and At-torney in Fact for Terry Plott and Coletta Aldridge Connors, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL **BE USED FOR THAT PURPOSE. 1144-125**

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 Mike A. Youngblood to Choice Mortgage Bank, dated June 19, 2007, recorded in Deed Book 715, Page 288, Union County, Georgia Records, as last transferred to The Bank of New York Mellon Trust Company. National to re-sell in accordance with O.C.G.A. Section 44-14-161(c), by Community & Southern Bank ("Lender") on behalf of Patrick Construction, Inc. ("Borrower"), under and by virtue of the power of sale in that certain Security Deed and Agreement from Patrick Construction, Inc. ("Borrower"), in favor of New York Mellon Trust Company, National Association Formerly Known As The Bank of New York Trust Company, National As-Construction, Inc. ("Borrower"), in favor of Appalachian Community Bank ("Original Lender"), dated June 14, 2007, recorded in Deed Book 713, Page 41, in the records of the Clerk of the Superior Court of Union County, Courts, accioned to Communication of the Clerk of the Superior Court of Union County, Georgia, as assigned to Community & Southern Bank ("Lender") by that Assignment of Security Instruments and Other Loan Documents (the "FDIC Assignment") from the Federal Deposit Insurance Corporation, in its capacity as Receiver for Original Lender, dated June 7, 2010, and recorded June 11, 2010, in Deed Book 835, Page 291, in the aforesaid records (as so assigned, the "Security Deed"), said Security Deed having been given to secure that certain Promissory Note dated June 14, 2007, in the original principal amount of \$1,550,000,000, modified and amounded \$1,550,000,000,000. of \$1,550,000.00, as modified and amended by that certain Renewal Promissory Note dated June 27, 2008, in the original principal amount of \$1,550,000.00, as further modified and amended by that certain Renewal Promissory Note dated June 6, 2012, in the original principal amount of \$1,379,491.90, as assigned to Lender pur-suant to the FDIC Assignment (as assigned, modified, amended, restated, replaced, supplemented or otherwise modified and from time to time, collectively, the "Note"), and to secure any and all other indebted-ness then or thereafter owing between the parties, with interest from the date thereof at the rate specified therein on the unpaid balance until paid, there will sold by the Lender at public outcry, during the legal hours of sale before the door of the court-house of Union County, Georgia, on the first Tuesday in December, 2012, to the highest and best hidder for each the following deand best bidder for cash, the following de-scribed land (the "Land"):
All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 304 of Union County, Georgia, and be-ing Lot 28 of Wellborn Mountain Estates Subdivision, containing 0.442 acres, more or less, and being Lot 29 of Wellborn Mountain Estates Subdivision, containing 0.449 acres, more or less, and being Lot 30 of Wellborn Mountain Estates Subdivision, containing 0.439 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated September 18, 1998 and recorded in Union County Records in Plat Book 40, Page 225. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above described property.
Also, conveyed is a non-exclusive perpetual easement for the use of the subdivision ("Original Lender") and recorded in Deed Book 624, Pages 245-253, and as modified in Deed Book 664, Page 759, Deed Book 730, Page 149, and Deed Book 763, Page 15, UNION County, Georgia records, as assigned to CADC/RADC VENTURE 2011-1, LLC, pur-

NOTICE OF SALE UNDER POWER

COUNTY OF UNION
Per Consent Order, dated May 25, 2012, and entered in Civil Action No. 11-CV-353-LA, Community and Southern Bank, as successor in interest to Appalachian Community

Bank v. Patrick Solomon Construction, Inc. and Solomon Patrick, in the Superior Court

of Union County, Georgia, granting the right

STATE OF GEORGIA

226. SAID PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.
LESS AND EXCEPT: THE PROPERTY CON-VEYED TO DAVID A. BOSWELL AND JEAN R. McLAUGHLIN BY DEED DATED OCTOBER 27, 2006, AND RECORDED IN DEED BOOK 674, PAGE 452. UNION COUNTY. GEORGIA. LESS AND EXCEPT: THE PROPERTY CON-VEYED TO JOSHUA CAIN CHEEK BY DEED DATED AUGUST 8, 2007 AND RECORDED IN DEED BOOK 721, PAGE 683, UNION COUNTY GEORGIA SAID PROPERTY BEING KNOWN AS 2829 TRACKROCK CHURCH ROAD ACCORD-

IMPROVEMENTS. STRUCTURES. FIXTURES AND REPLACEMENTS THAT MAY NOW, OR AT ANY TIME IN THE FUTURE, BE PART OF THE REAL ESTATE DESCRIBED ABOVE (ALL REFERRED TO AS iPROPERTYI).
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 princi-pal and interest when due. The indebted-ness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the in-debtedness secured by the Security Deed,

Pursuant to the Power of Sale contained in a Security Deed given by Terry Plott and Co-letta Plott to H&R Block Mortgage Corporation dated 9/21/2006 and recorded in Deed Book 670 Page 4, Union County, Georgia re cords; as last transferred to Aspen Shack leton III LLC, conveying the after-described property to secure a Note in the original principal amount of \$125,800.00, with in-

BEGINNING at an iron pin on the road with the property line of Ed Plott, thence a West direction to a rock corner on the Ed Plott line; thence a North direction to an iron pin at the Hughes line; thence an East direction to the road: thence with the road a South That certain Warranty Deed between Terry Plott and Mattie Plott to Eula Mae Harkins and Thomas G. Harkins, dated August 4th 1995 and filed for record in Deed Book 234. Page 663, Union County, Georgia Records. That certain Warranty Deed between Terry Plott and Mattie Plott to Eula Mae Harkins and Thomas G. Harkins, dated November 11th, 1994 and filed for record in 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

designated, who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established Gregory Funding Laura Holgate Gregory Funding PO Box 25430 Portland, OR 97298 503-505-5643 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not vet due and payable), (b) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning

ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status

road for ingress and egress to the above described property. LESS AND EXCEPT the following Units conveyed out by Warranty Deed from Patrick Construction, Inc., recorded in Union County, Georgia Records, to wit: ty, deorgia necords, to wit: (a) Unit 10 to Jason Timothy Cline and Ma-rie Marilyn Jean Cline, dated February 27, 2009, recorded in Deed Book 790, Page (b) Unit 11 to Micha M. Mathis dated February 27, 2009, recorded in Deed Book 790, Page 670. (c) Unit 2 to W.E. Kelsey as Trustee of the W.E. Kelsey Revocable Declaration of Trust dated 02/22/1991, dated March 27, 2009, recorded in Deed Book 794, Page 193, as affected by Scriveners Affidavit dated as of April 1, 2009, recorded in Deed Book 794, TOGETHER WITH all right, title and interest now owned or hereafter acquired in and to any and all of the following: (i) all build-ing, structures and other improvements now or hereafter located thereon or on any part or parcel thereof and all fixtures af-fixed or attached actually or constructively, thereto; (ii) all and singular the tenements; hereditaments, easements and appurte-nances belonging thereunto or in any wise appertaining thereto and the reversion and reversions; remainder or remainders there-of; (iii) all, rents; issues, income, revenues and profits accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures, or improve-ments now or hereafter located thereon; including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; and (vii) all equipment, machinery, apparatus, fittings, fixtures whether actually or constructively attached thereto and including all trade, domestic and ornamental fixtures, furniture, furnishings and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and other im-provements thereon, and used in connec-tion with the operation and maintenance thereof, and all additions thereto and rematerials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improve-ments now or hereafter located thereon or any part or parcel thereof. All of the foregoing (i.e., the Land and the property, rights, interests and title described above) are hereinafter sometimes referred to collectively as the "Premises" All of the indebtedness secured by the Security Deed has matured and remains unpaid. The indebtedness remaining in default, the sale will by made for the purpose of applying proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and ex-penses of the sale and other sums secured by the Security Deed, including attorneys fees, and the remainder, if any, shall be ap-plied as provided by law. The Premises will be sold on an "as is. where is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever with respect thereto. Lender reserves the right to sell the real property portion of the Premises as a single parcel or as several parcels. Lender also reserves the right to sell the real property portion of the Premises separately from the personal property portion and to take separate bids there-The Premises will be sold as the property of Patrick Construction, Inc. The Premises will be sold subject to: Any and all outstanding ad valorem taxes and assessments for street improvements; 2. Easement between Melvin E. Brown, Marilyn K. Brown and the City of Blairsville, Georgia, dated 2/3/1986 recorded in Deed Book 142 Page 266 aforesaid records.
3. Easement from Melvin E. and Marilyn Brown to Blue Ridge Mountain Electric Membership Corporation dated 2/15/1994 recorded in Deed Book 216 Page 47 aforesaid records. 4. Declaration of Restrictions, Limitations and Covenants Running with the Land by Melvin E. Brown dated 9/15/1998 recorded in Deed Book 300 Page 740 aforesaid re-5. Declaration of Restrictions, Limitations and Covenants Running with the Land by Melvin E. and Marilyn K. Brown dated 1/11/1988 recorded in Deed Book 157 Page 300 aforesaid records, with Amendment dated 8/10/1995 recorded in Deed Book 235 Page 311. 6. Matters shown per Plats, Union County, Georgia Records, recoded: a. 9/22/1998 in Plat Book 40, page 225, showing the prior configuration of the b. 2/26/2009 in Plat Book 62 Pages 15 and 16, showing Land (Dogwood Lodge) configured as Building B, Units 7 thru 12, and Proposed Building A, Units 1 thru 6 (under construction). 7. Covenants and Restrictions by Patrick Construction, Inc. dated 2/26/09 recorded in Deed Book 790 Page 21 aforesaid re-8. Easements contained in Warranty Deed from Patrick Construction, Inc. to Jason Timothy Cline and Marie Marilyn Jean Cline, dated 2/27/09 recorded in Deed Book

790 Page 658 aforesaid records.
9. Easements contained in Warranty Deed from Patrick Construction, Inc. to Micha M. Mathis dated 2/27/09 recorded in Deed Book 790 Page 670 aforesaid records.

10. Reservations and Restriction of Dogwood Lodge by Patrick Construction, Inc., dated 2/25/09 recorded in Deed Book 790 Page 653 aforesaid records. 11. Easements contained in Warranty Deed from Patrick Construction, Inc. to W.E. Kelsey as Trustee of the W.E. Kelsey Revocable Declaration of Trust dated 02/22/1991 dated 3/27/09 recorded in Deed Book 794
Page 193 aforesaid records, as affected by Scriveners Affidavit recorded in Deed Book 794 Page 751 aforesaid records. 12. Lease to Brian H. Payne, evidenced by Assignment of Lease between Patrick Con-struction, Inc. and Appalachian Community Bank dated 4/30/09 recorded in Deed Book 810 Page 196 aforesaid records.

13. Lease to Mary Downs, evidenced by Assignment of Lease between Patrick Construction, Inc. and Appalachian Community Bank dated 4/30/09 recorded in Deed Book 810 Page 202 aforesaid records. 14. Lease to Mark Latch, evidenced by Assignment of Lease between Patrick Construction, Inc. and Appalachian Community Bank dated 4/30/09 recorded in Deed Book 810 Page 208 aforesaid records. The sale is being conducted to correct the failure to provide notice required by O.C.G.A. Section 44-14-162.2 in connection with a prior sale conducted on October 2. 2012, as described in that certain Deed Under Power recorded at Book 916, Page 559 (the "Prior Deed Under Power").

The Lender will execute a deed to the purchaser at said sale as provided in the Se-curity Deed, together with all right, title and in-fact for Patrick Construction, Inc. BY: ALSTON & BIRD, LLP By: Steven D. Collier One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309-3424 Attn: Steven D. Collier (404) 881-7638

interest of Lender arising under the Prior Community & Southern Bank, as attorney-COUNTY OF UNION
NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from SILAS BOHANNON to United Community Bank, dated April 20, 2005, recorded April 28, 2005, in Deed Book 578, Page 53, Union County, Georgia records, as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 659, Union County, Georgia records, said Security Deed being given to secure a Note from SILAS WILSON BOHANNON dated October 1, 2010, in the original principal amount of Ninety Four Thousand Nine Hundred Ninety Nine and 67/100 (590, 909 67) Dellars with Nine and 67/100 (\$94,999.67) 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 be-fore the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in December, 2012, the following described property:
All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 54, of Union County, Georgia, containing 1 acre, more or less, said tract being more particularly described as follows: BEGINNING at a land lot corner common to Land lots 19, 20, 54, and 53, thence East a distance of 70 feet along the southern land lot line of Land Lot 54; thence North 300 feet; thence West 70 feet to a point on the original Western land lot line; thence South 300 feet to the land lot corner and the POINT OF BEGINNING. There is also conveyed a 25 foot roadway easement 1,000 feet in length, from Trackrock Road to the above conveyed property to be used for ingress and egress and for The above described property is the same property conveyed by Warranty Deed dated May 7, 1983, from Monroe Bohannon to Silas Bohannon, said Warranty Deed being recorded in Union County Records, Deed Book 126, Page 452, on May 18, 1983. All that tract or parcel of land lying and being in the 16th District 1st Section, Land Lots 19 & 54 of Union County, Georgia, containing 18 acres, more or less, said trust

being more particularly described as fol-

BEGINNING at the spring; thence a North-western direction to the public road; thence

a South direction with said public road to a rock corner at the Harmony Grove School property; thence an East direction with

said School property line to the line of the Erwin Christopher property (now Experi-ment Station property, or leased by them),

at a rock corner; thence an East direction with the line of Christopher property to a locust stake on Wilson Bridges line; thence

with said Wilson Bridges' line an East di-rection to the big branch; thence with said rection to the big branch; thence with said big branch to the Spring branch; thence up said Spring branch to the Spring; the POINT OF BEGINNING. Right of use of said Spring (1/2 interest) having been reserved by Lizzie B. Barrett, the same reservation is protected by this The above-described property is the same property conveyed by Warranty Deed dated November 28, 1994 from Monroe Bohannon to Silas Bohannon, said Warranty Deed being recorded in Union County Records Deed Book 225, Page 759, on November ordinances, restrictions, covenants, and Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due 28, 1994, LESS AND EXCEPT All that tract or parcel of land lying and be-ing in Land Lot 19 and 54, 16th District, 1st Section, Union County, Georgia, consisting of 2.00 acres as shown on a Plat of Survey by Owenby Landsurveying Inc., Roger L. Owenby, RLS# 2763; dated February 24, 2005, and recorded in Plat Book 55, Page 201, of the Union County Records. Said Plat of Survey is incorporated herein by reference and made a part hereof by reference. Also conveyed is a nonexclusive perpetual roadway easement, for ingress and egress and utilities running from the aforementioned described 2.00 acre tract to and from Trackrock Gap Road as designated on said Plat of Survey. The Grantee grants nonexclusive perpetual water rights to a Spring located at the northeast corner of property owned by the Grantor herein with said water rights being also shared by Lizzie B. Barrett and others. LESS AND EXCEPT All that tract or parcel of land lying and be-ing in the 16th District, 1st Section, Land Lot 19, of Union County, Georgia, consisting of 2.00 acres, located immediately adjacent to Trackrock Gap Road as shown on a Plat of Survey by Owenby Landsurveying Inc., Roger L. Owenby, RLS# 2763, dated February 24, 2005, and recorded in Plat Book 55, Page 202, of the Union County Records. Said Plat of Survey is incorporated herein by reference and made a part hereof by reference. Also conveyed are nonexclusive perpetual water rights to the Spring located immediately to the east of the above described property as shown on said Plat of Survey. The water rights being subject to rights reserved by Lizzie B. Barrett and described in a certain Warranty Deed recorded in Deed Book 352, Page 356-357, of the Union County Records. 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 girlt be girlt be.

and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments,

liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security To the best knowledge and belief of the undersigned, the party in possession of the property is SILAS BOHANNON or a tenant or tenants. tenants.
CF SOUTHEAST LLC,
as attorney in Fact for SILAS BOHANNON
L. Lou Allen
Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 (706) 632-7923
THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.