# **North Georgia News**

### Legal Notices for November 28, 2012

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

IN RE: Estate of Jimmie Olin Smith, De-All debtors and creditors of the Estate of Jimmie Olin Smith, 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 20th day of November, 2012.

By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street. Suite 8 Blairsville, GA 30512 N(Nov28,Dec5,12,19)B

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

IN RE: Estate of Bobbie Holbrooks, De-

All debtors and creditors of the Estate of Bobbie Holbrooks, deceased, late of Union County, Georgia, are hereby notified to 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 16th day of November, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville. GA 30512

Blairsville, GA 30512 N(Nov28,Dec5,12,19)B

## NOTICE OF PETITION TO CHANGE NAME Georgia, Union County 12-CV-746-RG

Notice is hereby given that Alice Elizabeth Duncan Shook, the undersigned, filed her petition to the Superior Court of Union County, Georgia, on the 15th day of Novem-ber 2012, praying for a change in the name of activity for a Change in the name of petition from Alice Elizabeth Duncan Shook to Libby Duncan Shook. Notice is hereby given pursuant to law to

any interested or affect party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition. This 15th day of November, 2012

Alice Elizabeth (Libby) Duncan Shook,

Petitioner Judy L. Odom Superior Court Clerk

Union County, Georgia N(Nov21,28,Dec5,12)P

## IN THE PROBATE COURT COUNTY OF UNION STATE OF GEORGIA

IN RE: Estate of June Weaver, Deceased Estate No. 12-170 NOTICE

An order for service was granted by this Court on November 16, 2012, requiring the followina:

To: Vera Satterfield This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before December 17, 2012 BE NOTIFIED FURTHER: All objections to the activities for the multicestations (for the petition must be in writing, setting for the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/ objections must be signed before a no-tary public or before a probate court clerk, and filing fees must be tendered with your and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/ telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing. Dwain Brackett. Prohate Judge

Dwain Brackett. Probate Judge

By: Kristin Stanley Probate Court Clerk 65 Courthouse Street

Blairsville, Ga. 30512 706-439-6006 N(Nov21 28 Dec5 12)B

#### IN THE PROBATE COURT COUNTY OF UNION

STATE OF GEORGIA IN RE: Estate of Jeane Elliott Estes, Deceased

Estate No. 12-174 NOTICE

An order for service was granted by this Court on November 19, 2012, requiring the following:

TO: Arthur Jeffry Estes

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before December 26, 2012 the petition must be in writing, setting for the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/ objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/ telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512 706-439-6006 N(Nov28,Dec5,12,19)B

#### STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

IN DEED TO SECURE DEBT Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Brian T. Allen to Mortgage Elec-tronic Registration Systems, Inc. in the orig-inal principal amount of \$155,400.00 dated 12(20/2006, and recorded in Deed Rock 12/30/2005, and recorded in Deed Book 623, page 497, Union County records, said Security Deed being last transferred and assigned to MortgagelT, Inc. in Deed Book 865, Page 649, the undersigned will sell at public outcry to the highest bidder for cash 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 be-ing 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

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

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

Blairsville, GA 30512 Blairsville, GA 30512 The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of pay-ing the average and ell superpose 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-

lowing (1) all prior restrictive covenants, ease-ments, rights-of-way or encumbrances ments, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the 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

indebtedness is:

GMAC Mortgage, LLC 1100 Virginia Avenue Ft. Washington, PA 19034 PHONE: 800-850-4622

Pursuant to O.C.G.A. Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness.

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

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

This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-04969

#### I(Nov7,14,21,28)B **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 Negistration 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 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 cneeding therein, there principal amount of \$ 130,000.00, with in-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-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 the 7th District, 1st Section, Land Lot 89 of Union County Georaic containing being in the 7th District, 1st Section, Land Lot 89 of Union County, Georgia, containing 5.000 acres, more or less, as shown on a plat of survey by Rochester & Associates, 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 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 fees having been given). Federal National Mortgage Association is the current owner of the loan. Said property is commonly known as 100 Four Wheel Drive , Blairsville, GA 30512 together 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-erty is (are): James H Grizzle and Richard S Wheeler or tenant or tenants. GMAC Mortgage, LLC is the entity or indi-vidual designated, who shall have full au-thority to negotiate, amend and modify all terms of the mortgage pursuant to estabNOTICE OF SALE UNDER POWER STATE OF GEORGIA **COUNTY OF UNION** By virtue of the Power of Sale contained in

the Real Estate Deed to Secure Debt (With Future Advance Clause) dated May 17, 2005 from Flaga Partners, LLC ("Debtor" or "Grantor") to Bank of Hiawasee d/b/a Bank of Blairsville and recorded in Deed Book 581, Page 591, Union County, Georgia records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 611, page 3, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 648, page 471, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Reck 677, page 320. Debt recorded at Deed Book 677, page 329, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 681, page 544, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 717, page 446, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 737. page 398, aforesaid records, as modified by that Modification of Deed to Secure Debt recorded at Deed Book 760, page 613, as aforesaid records, as affected by Quitclaim Deed recorded at Deed Book 823, page 115, as assigned to CADC/RADC Venture 2011-1, LLC ("CRV") pursuant to that cer-tain Assignment of Real Estate Deed to Se-ours Debt defecting as of Aurura 24, 2011 cure Debt effective as of August 24, 2011 and recorded in Deed Book 890, Page 770, aforesaid records, and as subsequently as-signed to Acorn 6B Majestic Ridge Real Es-tate, LLC ("Holder" or "Grantee") pursuant to an assignment to be recorded prior to foreclosure (the foregoing deed to secure 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 hereanterineed, or antenued and restated is inter-inafter referred to as the "Security Deed"), said Security Deed being given to secure a universal note dated October 17, 2007 in the original stated principal amount of Two Million Two Hundred Forty-One Thou-ced Secure Underder Third, One and OCIMO 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 hole, as same from time to time may have been endorsed, renewed, replaced, modi-fied, assigned, amended, or amended and restated, being hereinafter referred to as the "Note"); there will be sold by the un-dersigned at public outery to the highest bidder for cash before the Courthouse door in Union County, Georgia, within the legal hours of sale on the first Tuesday in December 2012, all of Debtor's right, title and

center 2012, an of behaviors right, due and interest in and to the following described property (collectively, the "Property"): All that tract or parcel of land lying and be-ing 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 incor-porated herein by reference hereto, for a full and complete description of the above

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 00, 2000 and spacerdad in Dict Book 44 Page 20, 2000 and recorded in Plat Book 44 Page 186 Union County records which description on said plat is incorporated herein by

reference. All that tract or parcel of land lying and be ing in the 16th District, 1st Section, Land Lot 110 of Union County, Georgia, contain-ing 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

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 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 this instrument by reference hereto for a complete and accurate description of the above conveyed property. above conveyed property. LESS AND EXCEPT:

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: NOTICE OF SALE UNDER POWER Georgia, Union County This law firm is acting as a debt col-

LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

USED FOR THAT PORPOSE. 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 Janu-ary 17, 2008, recorded in Deed Book 744, Deep 561 Using County, County, Departu 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 685 Union County Georgia Becords 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 HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any 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. Bank of America N.A. successor by merger to BAC Home Loans Servicing, LP formerly known 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 au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. To the best knowledge and belief of the undersigned, the next with a necessing of the roment is the party in possession of the property is Randall J. Allen or a tenant or tenants and said property is more commonly known as 1952 Elisha Payne Circle South, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America N.A. successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans 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 N(Nov7,14,21,28)B

## 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 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 \$159,300.00, the holder thereof pursuant to said Deed and Note thereby secured has 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 public outcry to the highest bidder for cash, the property described in said Deed, to-wit: All that tract or parcel of land lying and being in the 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

### 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 ("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, pursuant to that certain Assignment of Real Estate Deed to Secure Debt recorded January 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, LLC("Holder") pursuant to that certain As-signment of Real Estate Deed to Secure 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 been or may be assigned, assumed, modi-fied, amended, or amended and restated is hereinafter referred to as the "Security bed"), said Security Deed being given to secure a note dated January 6, 2006 in the 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 Coun-th. Courtie within the local barred page ty, 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 (collec-tively, 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 NOVEM-BER 30, 2005, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 52, PAGE 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-ING TO THE PRESENT SYSTEM OF NUMBER ING PROPERTY IN UNION COUNTY, GEORGIA ALSO KNOWN AS 687 TRACKROCK CHURCH

ALSO KNOWN AS 687 TRACKRUCK 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 ALI DIVERSION DAVMENTS OR THIDD 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 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, 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 goverimental 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 ap-nearing after the date of the Security Deed after the dat

thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emble-ments 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, annaratus; fittings fittures whether actuapparatus, fittings, fixtures whether actu-ally 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, struc-tures and other improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof. All of the foregoing (i.e., the Land and the prop-erty, 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 pur-pose 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 spell 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 Prem-ises separately from the personal property portion and to take separate bids there-fore.

The Premises will be sold as the property of Patrick Construction, Inc. The Premises will be sold subject to:

1. Any and all outstanding ad valorem taxes and assessments for street improvements; and

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 records.

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 Land, and

Land, and b. 2/26/2009 in Plat Book 62 Pages 15 and 16, showing Land (Dogwood Lodge) con-figured as Building B, Units 7 thru 12, and Proposed Building A, Units 1 thru 6 (under construction) construction).

7. Covenants and Restrictions by Patrick Construction, Inc. dated 2/26/09 recorded in Deed Book 790 Page 21 aforesaid records.

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

M. Mathis dated 2/2/19 recorded in Deed Book 790 Page 670 aforesaid records. 10. Reservations and Restriction of Dog-wood Lodge by Patrick Construction, Inc., dated 2/25/09 recorded in Deed Book 790 Page 652 aforesaid records.

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 Revo-cable Declaration of Trust dated 02/22/1991 dated 3/27/09 recorded in Deed Book 794 Page 193 aforesaid records, as affected by Scriveners Affidavit recorded in Deed Book 794 Page 751 aforesaid records. 12. Lease to Brian H. Payne, evidenced by

Assignment of Lease between Patrick Construction, 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 Con-struction, 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 0.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 Un der 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 interest of Lender arising under the Prior Deed Under Power. Community & Southern Bank, as attorneyin-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 N(Nov7,14,21,28)B

## NOTICE OF SALE UNDER POWER Georgia, Union County This law firm is acting as a debt col-

LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by 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, Usic, Courte Concil Decederation Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUN-DRED AND 0/100 DOLLARS (\$262,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia within the legal hours of sale on the first Tuesday in 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 in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. 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 American Martin Counterwide Work 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 Benjamin and Theodore C Benjamin 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 confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judg-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, contain-ing 1.098 acres, and being more particularly 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 232-233. 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 County Records; and subject to those electric power line easements in favor of Blue tric power line easements in lavor of Size Ridge Mountain Electric Membership Corp Readed in Deed Rook 507. Pages 729-730 ed in Deed Book 507, Pages 72 record of the Union Count records. MR/dt3 12/4/12 Our file no. 53007310 - FT14 N(Nov7,14,21,28)B

lished 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 (includ-ing taxes which are a lien, but not yet due and payable), (b) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ ing taxes which are a lien, but not vet due and payable), (b) unpaid water or sew age bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants and matters of record superior to the Security 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-iudicial 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 GMAC Mortgage, LLC as agent and Attorney in Fact for Richard S Wheeler and James H

Grizzle 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 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 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 record Modification of Deed to Secure Debt record-ed at Deed Book 737, Page 394, aforesaid records, as assigned to CADC/RADC Ven-ture 2011-1, LLC ("GRV") 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, modified, amended, or amended and restated is hereinafter referred to as the "Security Deed"). said Security Deed being given to secure a universal note dated April 15, 2008 in the original stated principal amount of Two Million Four Hundred Sixty-One Thousand 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, as-signed, amended, or amended and restated, being hereinafter referred to as the "Note"); there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door in Union County, Georgia, within the legal hours of sale on the first Tuesday in December 2012, all of Debtor's right, title and interest in and all of Debtor's right, title and interest in and to the following described property (collec-tively, the "Property"): All that tract or parcel of land, lying and be-ing 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. Panes 25, 2005, recorded in Plat Book 55, Pages 282-283, Union County Deed records. Said plat of survey being incorporated herein by reference thereto for a more complete and accurate metes and bounds description of the above-described property. Being all that property and the same prop-erty conveyed by Warranty Deed from Ruby Nan Auberry to Ford M. Ash, Sr., recorded at Deed Book 296, Pages 476-477, Union County Deed records and by Deed of Assent from Eord M. Ash, Sr. & Executor to Ford M. 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 from Ford M. Ash. Sr. As Executor to Ford M.

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, releas-

ing lot 134. TOGETHER WITH all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and wa-ter stock and all improvements, structures, fixtures, and replacements that are part of the real estate described above. The indebtedness secured by the Security

beed has been and is hereby declared due because of default under the terms of the Note and the Security Deed, including but not limited to, the nonpayment of principal and interest when due. The indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as rovided 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, any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and con-

sented to by the grantee therein. The entity that has full authority to negoti-ate, amend, and modify all the terms of the Security Deed with Grantor is the secured creditor: Acorn 6B Majestic Ridge Real 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 N(Nov7,14,21,28)BNOTICE OF SALE UNDER

POWFR GEORGIA, UNION COUNTY

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

Under and by virtue of the Power of Sale contained in a Security Deed given by Donna T. Sticher to Wells Fargo Bank, N.A., dated May 5, 2006, recorded in Deed Book 645, Page 69, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SIXTY THOUSAND AND 0/100 DOLLARS (\$\$0,000.00), with interest thereon as set forth therein, there will be sold at public outry to the high-est bidder for cash before the countouse 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 nay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Wells Fargo Bank, N.A. is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with 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 Donna T. Sticher or a tenant or tenants and said property is more commonly known as 6799 Confidence Church Rd. Blairsville. Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Donna T. Sticher McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/jkw 12/4/12 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 Surveyor dated July 16, 1984 and recorded Surveyor dated July 16, 1964 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 to the above described property. Subject to road easements as shown on plat. Subject to boundary line agreement as recorded in Union County records in Deed Book 368, page 42. Subject to a non-exclusive per-petual easement for the use of the roads for ingress and egress to the above de-scribed property. MR/jkw 12/4/12 Our file no. 5577812 - FT7 N(Nov7,14,21,28)B

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 posses-sion 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

Buernerkemper File no. 11-021571 SHAPIRO & SWERTFEGER, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta. GA 30341-3941

(T70) 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. N(Nov7,14,21,28)B

### NOTICE OF SALE UNDER POWER

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

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale Contained by nucle of the fower four of the 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 790, Page 121 Union County Centria Records as last 121, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, Na-tional 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 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: All that tract or parcel of land lying and being in the 9th District, 1st Sec-tion, Land Lot 250 (shown incorrectly as 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 prop-erty. 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 in-tending 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 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 Right of Way Deed recorded in Union Coun-ty Records in Deed Book 121, Page 579. Subject to convevance 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 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 Cor-poration recorded in Union County Records poration recorded in Union County Records in Deed Book 628, Page 354. 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 paying the came and all expenses of this paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). JPMorgan Chase Bank, National As-sociation holds the Note and Security Deed to the above-referenced gromerty and sec to the above-referenced property and ser-vices 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 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, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Se-curity Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is the party in possession of the property is 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 pro-bilited under the U.S. Pankruter, Code (1) to confirmation that the sale is not pro-hibited 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, Geor-gia 30329 (770) 234-9181 www.jflegal.com MSP/vai 12/4/12 Our file no. 1281911-FT20 Nivvy7.14.21208 ov7.14.21.28)B

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 terms of the mortgage instrument. ACORN 6B BLAIRSVILLE REAL ESTATE, LLC,

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 (770) 579-2700

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT OR ENFORCE THE TERMS AND CON DITIONS OF THE SECURITY DEED AND AN INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Nov7,14,21,28)B

NOTICE OF SALE UNDER POWER, UNION COUNTY

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 Shackleton III LLC, conveying the after-described property to secure a Note in the original principal amount of \$125,800.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Union County. Georgia, within the legal hours of sale on the first Tuesday in 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 as follows:

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 direction to the point of beginning. LESS AND EXCEPT

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 Book 225, Page 380, Union County, Georgia Records

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 402, Union County, Georgia Records.

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 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 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). Aspen Shackleton III LLC is the current owner of the loan.

Said property is commonly known as 6037 Dock Jones Road W, Blairsville, Georgia 30512 together with all fixtures and per-sonal 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

designated, who shall have full authority to negotiate, amend and modify of the mortgage pursuant to established auidelines.

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 (includ ing 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 **STATE OF GEORGIA COUNTY OF UNION** 

NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from 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. Inion County, Georgia records, said Secu-rity 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 (\$94.999.67) Dollars, with interest from date at a rate per cent per an-num on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash 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 public utilities.

The above described property is the same roperty conveyed by Warranty Deed dated lay 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. ALS0

ALSO All that tract or parcel of land lying and being in the 16th District 1st Section, Land Lots 19 & 54 of Union County, Georgia, con-taining 18 acres, more or less, said trust being mere particular described on 61 being more particularly described as follows

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 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 big branch to the Spring branch; thence up bid Spring branch the Christian the Dori said Spring branch to the Spring; the POINT OF BEGINNING.

Right of use of said Spring ( $\frac{1}{2}$  interest) having been reserved by Lizzie B. Barrett, the same reservation is protected by this deed.

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 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 ction, Union County, Georgia, consisting of 2.00 acres as shown on a Plat of Sur-

vey 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 refer-

NOTICE OF SALE UNDER POWER Georgia, Union County This law firm is acting as a debt col-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

USED FOR IAAI PORPUSE. 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 amount of ONE HUNDRED FIFTY-THREE 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 these 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 encombrances any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Wells Fargo curity Deed first set out above. Wells Fargo Bank, N.A. is the holder of the Note and Se-curity Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the unthe best knowledge and belief of the un-dersigned, 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 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 A<sup>1</sup> All that tract or parcel of land lying and being in Land Lot 211, 17th District, 1st Section, Union County, Georgia records, be-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 easement in favor of TVA as recorded in Deed Book 276, Page 277, Union County, Georoia records, The property is subject to Subject to Subject Subject County, Georoia records, Page 277, Union County, Subject County, Georoia records, The property is subject to Subject Subject County, Subject County, Georoia records, The property is subject County, Georgia records. The property is subject to and easement in favor of Blue Ridge Mountain 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 no. 51035212 - FT7

N(Nov7,14,21,28)B

### NOTICE OF SALE UNDER POWER, UNION

Pursuant to the Power of Sale contained in a Security Deed given by Harold D. Wimpey, Il to Mortgage Electronic Registration Systems. Inc. as nominee for United Communiterms, inc. as hommer for onnea communi-ty Mortgage Services, Inc. dated 10/1/2008 and recorded in Deed Book 776 Page 115, UNION County, Georgia records; as last transferred to JPMorgan Chase Bank, National Association, conveying the after-National Association, conveying the arter-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 Coun-ty Coornia within the legal hours of sale ty, 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 ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 17TH DISTRICT, 1ST SEC-TION, LAND LOTS 215 AND 218 OF UNION COUNTY, GEORGIA, AND BEING LOT 23A OF ROSS RIDGE SUBDIVISION, CONTAINING 1.000 ACRES, MORE OR LESS, AS SHOWN 1.000 ACRES, MORE OF LESS, AS SHOWN ON A PLAT OF SURVEY BY CLEVELAND & COX LAND SURVEYING, LLC, DATED JUNE 6, 2008, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 57, PAGE 220. SAID PLAT IS INCORPORATED HEREIN, BY REFER-ENCE HERETO, FOR A FULL AND COMPLETE

May 4, 2005 in beed book 578, Pages 533-34, Union County Deed records. Together with all rights, easements, ap-purtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all improvements, structures, fix-tures, 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 and interest when due. The indeptedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebted-ness secured by the Security Deed, accrued interest and expenses of the sale and all other payments provided for under the Security Deed, including attorneys' fees as provided in the Note and Security Deed, notice of intention to collect attorneys' fees having been given as provided by law; and the remainder, if any, shall be applied as

provided by law. To the best of Holder's knowledge, the par-ty in possession of the Property is Debtor. ty in possession of the Property is Debtor. The Property will be sold as the property of Debtor subject to all unpaid real estate ad valorem taxes and governmental as-sessments and to all prior restrictions, rights-of-way, and easements of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and con-sented to by the grantee therein. The entity that has full authority to neoti-

The entity that has full authority to negoti-ate, amend, and modify all the terms of the Security Deed with Grantor is the secured creditor: Acorn 6B Majestic Ridge Real Es-tate, LLC, 4675 Macarthur Court, Suite 1550, Newport Beach, CA 92660, Attention: Peter Mateo, (949) 517-0822. Please understand that the secured architer is not required that the secured creditor is not required by law to negotiate, amend or modify the

Acoro 6B Majestic Ridge instrument. Acoro 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 I(Nov7,14,21,28)B

#### STATE OF GEORGIA **COUNTY OF UNION**

NOTICE OF SALE UNDER POWER By virtue of the power of sale contained in that certain Deed to Secure Debt from JO ANN V. MARVEL to MORTGAGE ELECO. TRONIC REGISTRATION SYSTEMS, INC. dated June 15, 2005, filed for record June 1, 2005, end recorded in Deed Pack ESG 21, 2005, and recorded in Deed Book 586, Page 758, UNION County, Georgia Records, as last transferred to GMAC MORTGAGE, 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 high-est 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 Ex-hibit "A" attached hereto and incorporated begin hour softence. The dobt council hu 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 sale will be made for the purpose of paying the same and all expenses of this sale,

Ing the same and an expenses of this safe, including attorney's fees. GMAC MORTGAGE, LLC holds the duly in-dorsed 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 owners of your loan. 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 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 credi-tor is not required to negotiate, amend, or modify the terms of the mortgage instru-ment

ment. 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 sessments, 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 (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. Said property will be sold as the property of JO ANN V. MARVEL. GMAC MORTGAGE, LLC As Attorney-in-Fact for JO ANN V. MARVEL Phelan Hallinan PLC

303 Perimeter Center North, Suite 800 Atlanta, GA 30346 Telephone: 770-393-4300

Fax: 770-393-4310 PH # 11072

This law firm is acting as a debt collector. Any information obtained will be used for that purpose.

EXHIBIT A ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 10TH DISTRICT, 1ST SECTION, LAND LOT 12 OF UNION COUNTY, GEORGIA, AND BEING LOT 12 OF ONION COUNTY, 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 DECORDED IN DIAT POOK 1 PAGE 323 SAID RECORDS IN PLAT BOOK L, PAGE 232. SAID PLAT IS INCORPORATED HEREIN, BY REFER-

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

Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due ing 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 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, roning ordinances, restrictions, covenants, and ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject to (1)

confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13 172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other forecio sure 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

Plott

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** I(Nov7,14,21,28)B

### NOTICE OF SALE UNDER POWER STATE OF GEORGIA

# **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 succes-sor 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 to re-sell in accordance with 0.C.G.A. Section 44-14-161(c), by Community & South-ern Bank ("Lender") on behalf of Patrick Construction, Inc. ("Borrower"), under and by virtue of the power of sale in that certain by virtue of the power of sale in that certain Security Deed and Agreement from Patrick 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, Georgia, as assigned to Commu-nity & Southern Bank ("Lender") by that Assignment of Security Instruments and Assignment of Security Instruments and Other Loan Documents (the "FDIC Assign-ment") 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 Page 291, in the aroresaid records (as so assigned, the "Security Deed"), said Se-curity Deed having been given to secure that certain Promissory Note dated June 14, 2007, in the original principal amount of \$1,550,000.00, as modified and amended by that certain Renewal Promissory Note dated June 27, 2008, in the original prin-cipal 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 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 hetween the 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 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 being Lot 28 of Wellborn Mountain Estates Subdivision, containing 0.442 acres, more or less, and being Lot 29 of Wellborn Moun-tain Estates Subdivision, containing 0.449

tain Estates Subdivision, containing 0.449 acres, more or less, and being Lot 30 of Wellborn Mountain Estates Subdivision, containing 0.439 acres, more or less, as shown on a 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 incorporated herein, by reference hereto, for a full and complete description of the above described property. Also, conveyed is a non-exclusive perpetu-

al easement for the use of the subdivision road for ingress and egress to the above

described property. LESS AND EXCEPT the following Units conveyed out by Warranty Deed from Patrick Construction, Inc., recorded in Union

County, Georgia Records, to wit: (a) Unit 10 to Jason Timothy Cline and Marie Marilyn Jean Cline, dated February 27, 2009, recorded in Deed Book 790, Page

(b) Unit 11 to Micha M. Mathis da

ence and made a part hereof by reference Also conveyed is a nonexclusive perpetual roadway easement, for ingress and egress and utilities running from the aforemen-tioned described 2.00 acre tract to and

tioned 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

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 Febru-ary 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.

reference. Also conveyed are nonexclusive perpetual

water rights to the Spring located imme-diately 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 might be disclosed by an accurate survey and in-spection of the property, any assessments, The debt secured by said Security Deed

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

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

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 File No. AM190-00123

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. ov7,14,21,28)B

#### 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 Mol-lie P. Aldridge and Janice Spence to COUN-TRYWIDE BANK, FSB, dated December 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 re-LLC by assignment recorded or to be re-corded, Union County, Georgia records con-veying 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 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: 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 ACRES, MORE OR LESS, AND BEING SHOWN AS TRACT 1 ON A PLAT OF SURVEY BY BLAIRSVILLE SURVEYING CO., DATED OC-TORED 14 1000 AND DECORDED IN LINION

TOBER 14, 1998, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 44, PAGE 93. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

DESCRIBED PROPERTY. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt 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).

fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property any assessments spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LLC, Attention: Home Reten-tion 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 for 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 ice Spence or a tenant or tenants and said property is more commonly known as 121 Bertson Cir, Blairsville, GA 30512.

DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY

ALSO CONVEYED IS A NON-EXCLUSIVE PER-BETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROP-ERTY. 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 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 is commonly known as 2130 Burton Street, Blairsville, GA 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 par-ties) in possession of the subject property is (are): Harold D. Wimpey, II or tenant or

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

JPMorgan Chase Bank, NA Homeowner's Assistance Department 3415 Vision Drive

Columbus, Ohio 43219 1-866-550-5705 Note, however, that such entity or individual

is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due ing 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 yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances. restrictions. covenants. and ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) 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 9-13regarding 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

JPMorgan Chase Bank, National Associa-tion as agent and Attorney in Fact for Har-

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, Atlan-ta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL DEDT TUAT DEDT TUAT DUPORT I AGE OFFICIA BE USED FOR THAT PURPOSE. 1031-68523 N(Nov7,14,21,28)E

ENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. N(Nov7.14.21.28)B

ary 27, 2009, recorded in Deed Book 790, Page 670. (c) Unit 2 to W.E. Kelsey as Trustee of the (c) Unit 2 to W.E. Kelsey as inside 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, Deep 74. Page 751.

TOGETHER WITH all right, title and interest now owned or hereafter acquired in and to any and all of the following: (i) all building, structures and other improvements now or hereafter located thereon or on any part or parcel thereof and all fixtures affixed or at-tached actually or constructively, thereto; (ii) all and singular the tenements; hereditaments, easements and appurtenances belonging thereunto or in any wise apper-taining thereto and the reversion and reversions: remainder or remainders thereof (iii) all, rents; issues, income, revenues and profits accruing therefrom, whether now or hereafter due; (iv) all accounts and con-tract rights now or hereafter arising in con-nection with any part or parcel thereof or any buildings, structures, or improvements now or hereafter located thereon; including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements

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

OCWEN LOAN SERVICING, LLC As Attorney in Fact for Mollie P. Aldridge and Janice Spence

Weissman, Nowack, Curry & Wilco, PC

Attn: Ocwen Team One Alliance Center 3500 Lenox Road Atlanta, GA 30326 Our File# 014784

N(Nov7.14.21.28)B