# **North Georgia News**

### Legal Notices for December 12, 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: Krietin Stanlaw

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 Kathleen G. Stubblefield, eased

All debtors and creditors of the Estate of Kathleen G. Stubblefield, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 26th day of November, 2012. By: Krietin Stanlaw

By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street. Suite 8 Blairsville, GA 30512

N(Dec5,12,19,26)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

Shock to Libby Duncan Shock. 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 eaid Court within 30 days of the films 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

### NOTICE

The undersigned hereby certify that they are conducting a business at 40 Technol-ogy Pkwy. South, #300 in the City of Nor-cross, County of Gwinnett, State of Georgia under the name of Google, and that the nature of the business is Internet commerce, and that said business is composed of the following corporations: Google Data, Inc., Google Information Inc., and Google Com-parison Inc., all located at 1600 Amphitheatre Pkwy., Mountain View, CA, 94043. N(Dec12,19)B

### 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 following:

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 petition must be in writing, setting for the grounds of any such objections, and must be filed on or before the time stated 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 modeline/chiediane. 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(Nov21,28,Dec5,12)B

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

GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Ronna L. McFadden and Wil-liam E. McFadden to Mortgage Electronic Registration Systems, Inc. as nominee for Southern Highlands Mortgage, LLC, its suc-cessors and assigns dated January 10, 2007 in the amount of \$159,900.00, and recorded in Deed Book 686, Page 142, Union County, Geordia Records: as last transferred to Georgia Records; as last transferred to Branch Banking and Trust Company by as-signment; the undersigned, Branch Banking and Trust Company pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, and pursuant to O.C.G.A. Section 9-13-161(a) will on the first Wednesday in January, 2013 , during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

TRACT 1: All that tract or parcel of land lying and be-All that tract of parcel of land lying and be-ing in Land Lot 263, 9th District, 1st Sec-tion, Union County, Georgia, containing 1.24 acres, as shown on a plat of survey by Tamrok Engineering, Inc., Tommy J. Phillips, RS #1626, dated 7/12/91 and recorded in Plat Book Z Page 29 Union County records, which description on said plat is hereby incorporated by reference and made a part

TRACT 2:

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

All of the above property is further shown on a plat of survey by Tamrok Engineer-ing, Inc., RS #1626, dated 7/12/91, a copy of same being attached to Exector's Deed recorded in Book 686, Page 137.

Also conveyed is a non-exclusive perpetual easement for the use of the roads for ingress and egress to the above described

property. which has the property address of 691 Newton Circle, Blairsville, Georgia, to-gether with all fixtures and other personal property conveyed by said deed.

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

confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Secu-rity Deed and the note thereby secured in accordance with 0.C.G.A. Section 44-14-162 2(a). 162.2(a).

Said property will be sold as the property of Ronna L. McFadden and William E. Mc Fadden and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Branch Banking and Trust Company Attorney in Fact for Ronna L. McFadden and William E. McFad-

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

The North Georgia News Publication Dates: 12-05-2012, 12-12-2012, 12-19-2012, 12-26-2012 File No. 12-05988 /FHLMC/mtucker

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

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 Janice L. Delinko AKA Janice Delinko and Paula S. Berry to BANK OF AMERICA, N.A., dated July 18, 2008, recorded in Deed Book 769, Page 597, Union County, Georgia re-cords, as last transferred to OCWEN LOAN SERVICING, LLC by assignment recorded or to be recorded. Union County, Georgia records conveying the after-described prop-erty to secure a Note in the original prin-cipal amount of TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00); 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 Wednesday January, 2013 the following described

property: ALL THAT CERTAIN LOT OR PARCEL OF LAND STUATED IN THE COUNTY OF UNION, AND STATE OF GEORGIA, DESCRIBED AS FOL-LOWS, TO-WIT: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 63, 10TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING 0.5 7 ACRE AND BEING SHOWN AS LOT 2-A OF ROB-ERT TREVARTHEN ON A PLAT OF SURVEY BY BLAIRSVILLE SURVEYING CO., DATED 9/9/93 AND RECORDED IN PLAT BOOK 28, PAGE 127 UNION COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPO-

ATED HEREIN BY REFERENCE. 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 Neth and Security Deed The debt ar in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any

outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above

The entity that has full authority to negotate, 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 to negotiate, amend, or modify the terms of

the mortgage instrument. To the best knowledge and belief of the un-dersigned, the parties in possession of the property are Janice L. Delinko AKA Janice Delinko and Paula S. Berry or a tenant or tenants and said property is more com-monly known as 30 Dogwood Rd, Blairs-willo CA 20512

ville, GA 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security heed

OCWEN LOAN SERVICING, LLC As Attorney in Fact for Janice L. Delinko AKA Janice Delinko and Paula S. Berry Weissman, Nowack, Curry & Wilco, PC Attn: Ocwen Team One Alliance Center 3500 Lenox Road Atlanta, GA 30326 Our File# 015925 Dec5,12,19,26)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 Geraldine J. Walker to Washington Mutual Bank, A Federal Association, dated Janu-ary 27, 2007, recorded in Deed Book 691, Page 45, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment re-corded in Deed Book 910, Page 152, Union Contract in Deed Book 910, Page 152, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THOUSAND AND 0/100 DOLLARS (\$200,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County,

Georgia within the legal hours of sale on

NOTICE OF SALE UNDER POWER

THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.

ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Aus-tin Beer and Holly Beer to Mortgage Electronic Registration System inc, as nominee for Group One Mortgage, its successors and assigns, dated July 23, 2009, recorded in Deed Book 808, Page 315, Union County, Georgia Records, as last transferred to JP-Morgan Chase Bank, National Association by assignment recorded in Deed Book 919. Page 201, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED THOUSAND AND 0/100 DOLLARS (\$100,000.00), with inter-est thereon as set forth therein, there will be cald of unblin output to the highert bid be sold at public outcry to the highest bid-der for cash before the courthouse door of Union County, Georgia within the legal hours Union County, Georgia within the legal nours of sale on the first Wednesday in January, 2013, the following described property: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 12 of Union County, Georgia, and being Lot 6 of Coosa Creek Acres Subdivision, containing 0.86 acres more or leas as shown on a half 0.86 acres, more or less, as shown on a plat of survey by North Georgia Land Surveyors, dated October, 1981 and recorded in Union County, Georgia Records in Plat Book L, Page 232. 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 the use of the subdivision roads for ingress and egress to the above described property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of pay-ing the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). »JP-Morgan 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 neforeclosure, and has the authomy to ne-gotiate, amend or modify the terms of the loan. 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, spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the underside the and the interval belief of the undersigned, the party in possession of the property is Austin Beer an Holly Beer or a tenant or tenants and sa property is more commonly known as 215 Rachel 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 of the loan with the holder of the security deed. JPMorgan Chase Bank, National As-sociation as Attorney in Fact for Austin Beer and Holly Beer Johnson & Freedman. LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal. com MSP/rat 1/2/13 Our file no. 1790312-FT20 N(Dec5,12,19,26)B

NOTICE OF SALE UNDER POWER CONTAINED IN SECURITY DEED STATE OF GEORGIA,

**COUNTY OF Union** Pursuant to a power of sale contained in a certain security deed executed by Tony C. Saunders, hereinafter referred to as Grant-or, to Mortgage Electronic Registration Sysb), to not lagge lice to the legistration sys-tems, line, as nominee for Mortgage Inves-tors GroupGeneral Partnership recorded in Deed Book 744, beginning at page 340, of the deed records of the Clerk of the Supe-rior Court of the aforesaid state and county, and by virtue of a default in the payment of the doth cocurred bu scale county. of the debt secured by said security deed, the undersigned attorney-in-fact for the aforesaid Grantor (which attorney-in-fact is the present holder of said security deed and note secured thereby) will sell before the door of the courthouse in said county within the legal hours of sale, for cash, to the highest bidder on the first Wednesday in January 2013, the property which, as of the time of the execution of said security deed, was described as set forth in the at-tached Exhibit "A". Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zon-ing ordinances, restrictions, and all other matters of record superior to the said se-curity deed. MidFirst Bank, through its division Midland Mortgage as loan servicer is the entity with full authority to negotiate, amend and modify the terms of the Note and Security Deed. MidFirst Bank, through its division Midland Mortgage may be con-tacted at: 999 Northwest Grand Boulevard, Oklahoma City, Oklahoma 73118; 1-800-552-3000. To the best of the undersigned's knowledge and belief, the party in possession of the property is believed to be Tony C. Saunders. MidFirst Bank,

## 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 THOMAS C. COLWELL to United Community Bank, dated December 6, 2001, recorded De-cember 12, 2001, in Deed Book 399, Page 83, Union County, Georgia records, as last modified by Modification of Security Deed dated May 25, 2010, recorded in Deed Book 839, Page 258, Union County, Georgia re-cords, as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 633, Union County, Georgia records, said Security Deed be-ing given to secure a Note from THOMAS C. COLWELL, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the high-est bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Wednesday in January, 2013, the following described property:

All that tract or parcel of land lying and being in Land Lots 304, 308 and 309 of the 9th District, 1st Section of Union County, Georgia, and being 2.895 acres, as shown on a plat of survey prepared by Tamrok Associ-ates, Inc., Jon G. Stubblefield, RLS #2599, dated 11/17/98 and recorded in Plat Book 42, page 64 of the Superior Court records of Union County, Georgia, which plat is incorporated herein by reference for a full and complete description of said property. Also conveyed and retained is a non-exclu-

sive perpetual easement forty (40) feet in width for ingress and egress to and from the subject property to U.S. Highway 19/ State Route 129 as shown on said plat of

survey. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any

outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the

undersigned, the party in possession of the property is THOMAS C. COLWELL or a tenant or tenants.

CF SOUTHEAST LLC, as attorney in Fact for THOMAS C. COL-WELL

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8

Blue Ridge, Georgia 30513 (706) 632-7923 File No. AM 190-00125

### **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 GARY L. PAYNE to UNITED COMMUNITY BANK, dated April 10, 2006, recorded April 18, 2006, in Deed Book 641, Page 742, Union County, Georgia records, as last modified by Modification of Security Deed dated January 14, 2009, recorded in Deed Book 786, Page 40, Union County, Georgia records, as transferred to WELLS FARGO BANK, NA-TIONAL ASSOCIATION, AS TRUSTEE OF THE CF SOUTHEAST TRUST 2011-1 by Transfer and Assignment recorded in Deed Book and Assignment recorded in Deed Book 868, Page 728 and re-recorded in Deed Book 874, Page 135, Union County, Georgia records, said Security Deed being given to secure a Note from GARY L. PAYNE dated January 14, 2009 in the original principal amount of Two Hundred Eight Eight Thou-sand Eleven and 71/100 (\$288,011.71) Dol-lars, with interest from date at a rate per cent per anuum on the unpaid balance until cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union

County, Georgia, within the legal hours of sale on the first Wednesday in January, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 310, 8th District, 1st County, Georgia, With County in the county of the sector Section, Union County, Georgia, containing 1.002 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., RLS #2653 dated November 2, 1999 Union County Records. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Said property is subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 235, Page 785, Union County Records The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is GARY L. PAYNE or a tenant or WELLS FARGO BANK, NATIONAL ASSOCIA-WELLS FARBU DANN, NATIONAL ASSOCIA-TION, AS TRUSTEE OF THE CF SOUTHEAST TRUST 2011-1, as attorney in Fact for GARY L. PAYNE L. Lou Allen Stittes & Harbison, PLLC 511 Merutein Chench Could P 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. AM190-00126 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Dec5,12,19,26)B

### STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from GARY PAYNE to United Community Bank, dated December 23, 2009, recorded January 13, 2010 in Dead Book 832 Page 677 Union 2010, in Deed Book 823, Page 677, Union County, Georgia records, as transferred to WELLS FARGO BANK, NATIONAL ASSOCIA-TION, AS TRUSTEE OF THE CF SOUTHEAST TRUST 2011-1 by Transfer and Assignment recorded in Deed Book 868, Page 732 and re-recorded in Deed Book 874, Page 131, Union County, Georgia records, said Se-curity Deed being given to secure a Note from GARY PAYNE dated December 23, 2009, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Wednesday in January, 2013, the following described property:

All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lot 15, of Union County, Georgia, containing 9.2 acres, more or less, and being further described as follows: Beginning at a point on the North side of

the improved road rights of way, across said road from the Bruce Payne residence; thence North 670 feet to the center of a private road; thence North 10 degrees West 320 feet to the Earnest Payne Line; thence West 42 feet to a corner; thence South 58 degrees West 785 feet to a corner; thence South 39 degrees East 128 feet; thence South 54 degrees East 625 feet to the North side of the road right of way; thence North 77 degrees East with said road right of way 108 feet to the beginning point.

Also conveyed is a non-exclusive perpetual easement for the use of existing roads for ingress and egress to the above described

property. Also conveyed is the Mobile Home situated at 9349 Jones Creek Road North, Blairsville, GA 30512. Said mobile home is affixed on 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 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 will be sold subject to any

outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is GARY PAYNE or a tenant or tenants

WELLS FARGO BANK, NATIONAL ASSOCIA-TION, AS TRUSTEE OF THE CF SOUTHEAST

TION, AS TRUSTEE OF THE CF SOUTHEAST TRUST 2011-1, as attorney in Fact for GARY PAYNE L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. AM190-00128 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WILL BE USED FOR THAT PURPOSE. N(Dec5.12.19.26)B

#### NOTICE OF SALE UNDER POWER, UNION COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Michael D. Parks and Karen S. Parks to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC dated 7/7/2005 and recorded in Deed Book 590 Page 626, UNION County, Georgia records; as last transferred to JPMorgan Chase Bank, National Association, conveying the afterdescribed property to secure a Note in the original principal amount of \$ 177,800.00, 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 January 2, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property: All that tract or parcel of land lying and be-

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

Estate No. 12-174

IN RE: Estate of Jeane Elliott Estes, De-

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 BE NOTIFIED FURTHER: All objections to 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 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 bearing

granted without a hearing Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512 706-439-6006 28,Dec5,12,19)

REQUEST FOR QUOTES

City of Blairsville, Georgia Separate sealed Quotes for the construction of Improvements to Blairsville Municipal Airport will be received by the City of Blairsville, Georgia, hereinafter referred to as the Owner, at the Blairsville City Hall until 11 a.m., local time, Wednesday, Dec. 19, 2012.

The Work includes the following principle

items: Obstruction Clearing for Approach to Run-way 8 at the Blairsville Municipal Airport Approximately 15-30 trees will require top-ping/removal in order to eliminate as viola-

tions to the 20:1 Approach Surface Total Contract Time for completion of the work is Fourteen (14) calendar days. Costs will be paid per tree. Additional information may be obtained by contacting the airport engineer, Mark Counts – Barge Waggoner Sumner & Cannon at (678) 230-6208. The Quotes shall be addressed to: Honorable Jim Conley, Mayor P.O. Box 307

Blairsville, Georgia 30514 The Owner reserves the right to reject any and all Quotes, to waive any informalities in the Quotes received, and to accept the Quote which is deemed most favorable to the Owner at the time and under the conditions stipulated. City of Blairsville

By: Honorable Jim Conlev. Mavor

### UNION COUNTY SCHOOLS REQUEST FOR PROPOSAL FOR CONSTRUCTION

MANAGEMENT AT RISK SERVICES

The Union County Board of Education is requesting a proposal from interested and qualified Construction Management Firms on or before January, 8, 2013 at 3:00 PM for Construction Management-at-Risk services for a term of 5 years from 2013-2017. The projects include, but are not limited to, the following:

1. Capital Improvement Program projects that may be identified during the 5 year term; and

2. Renovations/Additions to existing facili-

Request copies of the RFP by faxing or e-mailing Mr. Gary Steppe with the Union County Board of Education at Fax: (706) 745-5025 or Email: gsteppe@ucschools.

The Union County Board of Education re-serves the right to select or reject any and all proposals and waive technicalities as a result of this Request for Proposal. The school system is not liable for any costs incurred by any person or firm responding to this Request for Proposal. N(Dec12,19)B

N(Dec5,12,19,26)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 Jonathan Curtis Corn and Stacey M. Corn to Mortgage Electronic Registration Systems, Inc., as nominee for Appalachian Community Bank, its successors and assigns dated May 18, 2001, recorded in Deed Book 375, Page 376, Union County, Georgia Re-cords, as last transferred to Chase Home Finance, LLC by assignment recorded in Deed Book 844, Page 594, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-FOUR THOUSAND SIX HUNDRED AND 0/100 DOL-LARS (\$54,600.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Wednesday in January, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants and matters of record superior to the Se-curity Deed first set out above. JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance LLC 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: JPMorgan Chase Bank, National Asso-ciation, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. To the best knowledge and belief of the undersigned, the party in possession of the property is Curtis Corn and Stacey Corn or a tenant or ten-ants and said property is more commonly known as 888 Hams Old 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. JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance LLC as Attorney in Fact for Jonathan Curtis Corn and Stacey M. Corn McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/ts1 1/2/13 Our file no. 51176604-FT18 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lots 91 & 92, 10th District, 1st Section, Union County, Georgia, containing 2.71 acres, more or less, as depicted in the plat of survey prepared for Curtis and Stacey Corn by Robert J. Breedlove, RLS #2228, dated 9/23/99, and recorded in Plat Book 45 page 241, Union County records, and said plat is incorporated herein by reference for a more complete description of the above property. Subject to the easement deed between Dennis W. Garrett and the United

States of America dated 1/7/82 and record ed in Deed Book 120 page 350, corrected in Deed Book 122 page 331 Union County records. Subject to mineral rights reserved by previous grantor. MR/ts1 1/2/13 Our file no. 51176604 - FT18 N(Dec5,12,19,26)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 Trance H. King and Deborah R. King to Mortgage Electronic Registration Systems, Inc., dated April 10, 2008, recorded in Deed Book 788, Page 200, Union County, Georgia Records, as last transferred to Wells Fargo Bank, NA by assignment recorded in Deed Book 879, Page 579, Union County, Georgia Records, conveying the affectdescribed Property to secure a Note in the original principal amount of ONE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED FIFTY-TWO AND 0/100 DOLLARS (\$145,652.00), 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 Wednesday in January, 2013, 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 S 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 in-tent to collect 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, 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, NA 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 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 knowl-edge and belief of the undersigned, the par-ty in possession of the property is Trance H. King and Deborah R. King or a tenant or tenants and said property is more comtenants and said property is more com-monly known as 1027 Old Smokey 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 confirma-tion and audit of the status of the loan with tion and audit of the status of the loan with tion and audit of the status of the loan with the holder of the security deed. Wells Fargo Bank, NA as Attorney in Fact for Trance H. King and Deborah R. King McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Geor-gia 30076 www.foreclosurehotline.net MR/ sh3 1/2/13 Our file no. 5697709-FT5 EX-UNDT file Al block the covered of ford he slb3 1/2/13 Our file no. 5697709-FT5 EX-HIBIT "A" All that tract or parcel of land ly-ing and being in the 9th District, 1st Section Land Lot 235, of Union County, Georgia, con-taining 1.0 acres more or less, as described a plat of survey by C.E. Farley, R.S. dated, june 1, 1971 and being further described as follows: Beginning at an iron on the right of way of the Smokey Road; thence with said Smokey Road North 79 degrees 30 minutes East 190 fet to an iron Pin; thence North 5 degrees 30 minutes West 120 feet to an iron bin: thence North 14 degrees 30 minutes West 100 feet to a point; thence South 74 degrees West 225 feet to an iron pin on the proposed road; thence South 191 degrees 30 minute East 198 feet to the point of beginning. Commonly known as: 1027 Old Smokey Road, Blairsville, GA 30512 Parcel Number: 085B-011 MR/slb3 1/2/13 Our file road 560700 ETE no. 5697709 - FT5

N(Dec5.12.19.26)B

the first Wednesday in January, 2013, the following described property: Lying and being located in the unincorporated area, County of Union, State of Georgia; all that certain parcel or tract of land known as: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lots 90 & 91 of Union County, Georgia, containing 0.22 acre, more or less, and being Lot 6 as shown on a plat of survey by Bruce Hunt, County Surveyor, dated June 1973 and recorded in Union County Records in Plat Book C, Page 185. Said plat is incor-porated herein by reference hereto, for a full and complete description of the above described property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of ingiven). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: JP-Morgan Chase Bank, National Association, JPMorgan Chase Bank, National Associa-tion can be contacted at 866-582-5208 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Geraldine J. Walker or a tenant or tenants and said property is more commonly known as 42 Twisted Pine Ln, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Geraldine J. Walker Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/rat 1/2/13 Our file no. 1394812-FT20 N(Dec5,12,19,26)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 Loy Calvin Cook and Brenda G. Cook to Coun-trywide Bank, FSB, dated January 18, 2008, recorded in Deed Book 746, Page 3, Union County, Georgia Records and as re-recorded in Deed Book 837, Page 668, Union County, Georgia Records, as last transferred to Countrywide Home Loans Servicing LP by assignment recorded in Deed Book 801, Page 471, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED NINETY THOU-SAND FIVE HUNDRED AND 0/100 DOLLARS (\$290,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Wednesday in January, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt 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 as Countrywide Home Loans Servicing LP is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, A 93536, (661) 951-5100. To the best knowledge and belief of the undersigned. the party in possession of the property is Loy Calvin Cook and Brenda G. Cook or a tenant or tenants and said property is more commonly known as 1596 Lower Trackrock 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 tion and audit of the status of the loan with the holder of the security deed. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Loy Calvin Cook and Brenda G. Cook McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/qlb 1/2/13 Our file no. 5759209-FT4 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 88, 16th District, 1st Section, Union County, Georgia, containing 10.0 acres as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc. RS #3007, dated 8/5/06 and recorded in Plat Book 58 page 299 Union County records, which description on said plat is hereby incorporated by reference and made a part hereof The property is subject to the road easements and powerline easements as shown on said plat. MR/qlb 1/2/13 Our file no. 5759209 - FT4 c5,12,19,26)B

as Transferee, Assignee, and Secured Creditor

As attorney-in-fact for the aforesaid Grantor

Raymond S. Martin, P.C. Attorney at Law 990 Hammond Drive, Suite 800

One Lakeside Commons Atlanta, Georgia 30328

(770) 392-0041

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED

FOR THAT PURPOSE. EXHIBIT "A"

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 227 of Union County, Georgia, containing 0.552 acre, more or less, and being Lot 2 of Hillside Acres, as shown on a plat of survey by Land Tech Services, Inc., dated November 24, 2003 and recorded in Union County Records in Plat Book 53, Page 181. Said plat is incorporated herein, by reference

hereto. for a full and complete description of the above described property. Subject to the restriction recorded in Deed Book 141, Pages 214-215, Union County

Records. Subject to the easement granted to Blue Ridge Mountain EMC as recorded in Deed

Book 138, Page 429, Union County Records. Subject to the road easements as shown

on said plat. N(Dec5,12,19,26)B

STATE OF GEORGIA

NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from AN-THONY CROSBY to Appalachian Community Bank, dated May 24, 2006, recorded July 7, 2006, in Deed Book 655, Page 560, Union County, Coursi, Course, Course County, Georgia records, as modified by Modification Agreements recorded in deed Book 690, Page 245 and Deed Book 754, Page 233, Union County, Georgia records, transferred to Community & Southern Bank pursuant to that certain Purchase and As-sumption, Agreement dated as of March sumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835, Page 291 Union County Records, said Security Deed being given to secure a Note from TONY CROSBY KITCHENS, INC. dated March 10, 2009 in the original principal amount of Two Hundred Thirty Thousand Eight Hun-dred Sixty Eight and 25/100 (\$230,868.25) Dollars, with interest from date at a rate per cent per anoung on the unpaid halance until cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Wednesday in January,

2013, the following described property: All that tract or parcel of land lying and being in Land Lot 213, 17th District, 1st Section, Union County, Georgia, and being Lot 4 of Young Blairsville Estates Subdivi-sion, containing 0.985 acre, more or less, as shown on a plat of survey by LandTech services, Inc., dated March 29, 2002 and recorded in Plat Book 53, page 91, Union County Records. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above de-

Scribed property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The Vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect

attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is ANTHONY CROSBY or a tenant

**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 GARY L. PAYNE to UNITED COMMUNITY BANK, dated

April 10, 2006, recorded April 18, 2006, in Deed Book 641, Page 752, Union County, Georgia records, as last modified by Modification of Security Deed dated December 23, 2009, recorded in Deed Book 823, Page 686, Union County, Georgia records; as transferred to WELLS FARGO BANK, NA-TIONAL ASSOCIATION, AS TRUSTEE OF THE CF SOUTHEAST TRUST 2011-1 by Transfer and Assignment recorded in Deed Book 868, Page 730 and re-recorded in Deed Book 874, Page 133, Union County, Georgia records, said Security Deed being given to secure a Note from GARY PAYNE dated De-cember 23, 2009, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Wednesday in January, 2013, the following described

property: All that tract or parcel of land lying and being part of Land lot 310 of the 8th Dis-trict, 1st Section, and also being a part of Land Lot 15 in the 7th District, 1st Section, Union County, Georgia, containing 54 acres and bounded as follows: Beginning at the Southeast original corner of Land Lot 310; thence North with the original line 1175 feet to a conditional corner on the orig line; thence North 74 degrees W 950 f thence North 88 degrees W 960 feet with the L. Blue Line; to a conditional corner; thence South 12 degrees W 800 feet; thence South 26 degrees E 1300 feet to a condi-tional corner; thence North 58 degrees E 785 feet to the original line between Land Lots 15 and 310: thence East with said line 808 feet to the original corner which is the point of beginning. LESS AND EXCEPT: All that tract or parcel

of land lying and being in the 8th District, 1st Section, Land Lot 310, Union County, Georgia, containing 1.002 acres, more or less and being shown on a plat of survey by Rochester & Associates, Inc., dated November 2, 1999 and recorded in Plat Book 45, Page 85, Union County, Georgia records Said plat is incorporated herein, by refer ence hereto, for a full and complete description of the above described property. LESS AND EXCEPT: All that tract or parc of land lying and being in Land Lot 310, 8th District, 1st Section, Union County, Geor-gia, containing 3.959 acres, as described by that plat of survey by Southern Geosy-sytems, LTD., James C. Jones RLS #2298, dated 09/19/06, recorded in Plat Book 59, Page 23 Page 23, Union County, Georgia records, which description is incorporated herein by reference and made a part hereof.

LESS AND EXCEPT: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 310 of Union County, Georgia, containing 3.356 acres more or less, and being further identified as Tract 2A, as shown on a plat of survey by Southern Geosystems, Ltd., dated October 10, 2006, last revised February 13, 2008, and recorded in Union County, Georgia records in Plat Book

taining 3.76 acres, more or less, and being the Northern portion of Lot Eighteen (18) of the Winfleid Scoff Subdivision, and being more particularly described as follows:

ing In the 10th District, 1st Section, Land Lots 44 & 45, Union County, Georgia, con-

BEGINNING at the Land Lot corners com-mon to Land Lots 44,45,65 & 66, thence N 07 degrees 00 minutes East 1002 feet to an iron pin on the Northwest right of way of County Road 253; thence North 02 degrees 55 minutes 31 seconds West 550 feet to an Iron pin, this being the TRUE POINT OF BEGINNING, thence South 81 degrees 55 minutes 12 seconds West 278.78 feet to an iron pin; thence North 01 degrees 53 min-utes 25 seconds East 540.49 feet to an iron pin; thence North 01 degrees 53 minutes 25 seconds East 15 feet to the centerline of Anderson Creek; thence following the cen-terline of Anderson Creek three (3) courses and distances as follows: North 68 degrees 58 minutes East 131.29 feet, North 75 de-grees 47 minutes East 127.13 feet, North 61 degrees 26 minutes 41 seconds East 49.52 feet; thence South 02 minutes 55 minutes 31 seconds West 20 feet to an iron pin; thence South 02 degrees 55 minutes conds West 598.83 feet to the TRUE POINT OF BEGINNING.

Forther conveyed herewithin is a 20 foot roadway easement running from County Road 253 along the Eastern boundary of the lower portion of lot 18 to the above de-scribed property. Subject to an easement dated February

6, 1993 recordedin Union County records in Deed Book 202, Page 653 to James H.Mahaffey

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). Federal National Mortgage Association is the cur-rent owner of the loan. Said property is commonly known as 3565

Hamilton Road, Blairsville, Georgia 30512 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Michael D. Parks and Karen S. Parks 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 guidelines. 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 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 yet due and payable), (b) unpaid water or sewage bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing 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 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 foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

JPMorgan Chase Bank, National Associa-tion as agent and Attorney in Fact for Mi-chael D. Parks and Karen S. Parks

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. 1031-68550

or tenants. COMMUNITY & SOUTHERN BANK, as attorney in Fact for ANTHONY CROSBY L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00431 N(Dec5,12,19,26)B

60, Page 260. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the

above conveyed property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect

attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property any assessments spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the

undersigned, the party in possession of the property is GARY L. PAYNE or a tenant or tenants.

tenants. WELLS FARGO BANK, NATIONAL ASSOCIA-TION, AS TRUSTEE OF THE CF SOUTHEAST TRUST 2011-1, as attorney in Fact for GARY L. PAYNE L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street Suite 8

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. AM190-00127 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

N(Dec5,12,19,26)B