North Georgia News

Legal Notices for January 8, 2014

NOTICE OF INTENT TO VOLUNTARILY DISSOLVE A CORPORATION

Notice is given that a notice of intent to dissolve Mountain Hound LLC, a Georgia corporation with its registered office at 194 Canada Creek Road East, Suches Georgia 30572, has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code on 17 December 2013 in accordance with 0.C.G.A 14-2-1440. an1.8.15)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA,

COUNTY OF UNION IN RE: Estate of James J. Hinton, Deceased All debtors and creditors of the Estate of James J. Hinton, 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 es-tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 27th day of December, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street. Suite 8

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jan1,8,15,22)B

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

IN RE: Estate of William Edward Cobb, Deceased

ceased All debtors and creditors of the Estate of William Edward Cobb, deceased, late of Union County, Georgia, are hereby noti-field 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 indebted to said estate are required to make immediate payment to the Personal Representative(s).

This 19th day of December, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(.lan1 & 15 22)B

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

IN RE: Estate of Rodney B. McCombs, De-

All debtors and creditors of the Estate of Rodney B. McCombs, deceased, late of Union County, Georgia, are hereby noti-Union County, Georgia, are hereby noti-fied 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 23rd day of December, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street. Suite 8

65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Jan1.8.15.22)B NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF UNION

IN RE: Estate of Elfriede Frieda H. Oswald, Deceased

All debtors and creditors of the Estate of Elfriede Frieda H. Oswald, deceased, late of Union County, Georgia, are hereby notifield 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 3rd day of January, 2014. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jan8, 15, 22, 29)E

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

IN RE: Estate of Marion W. Foster, Deceased All debtors and creditors of the Estate of Marion W. Foster, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the es-tate, according to law, and all persons indebted to said estate are required to

make immediate payment to the Personal Representative(s). This 30th day of December, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

NOTICE FOR DISCHARGE FROM

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from Lori J. Boucher and Robert B. Boucher to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Real Estate Mortgage Network, Inc., a New Jersey Corporation, dated January 16, 2009, re-corded January 28, 2009, in Deed Book 786, Page 481-492, Union County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred One Thousand Four Hundred Sixty-Five and 00/100 dollars (\$201,465.00), with interest thereon as provided for therein, said Secubory foo donars (szor, 405,00), whiti mitterest thereon as provided for therein, said Secu-rity Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, there will be sold at public outcry to the highest bid-der for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in Feb-ruary, 2014, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT, 1ST SEC-TION, LAND LOTS 289 AND 290 OF UNION COUNTY, GEORGIA, CONTAINING 2 ACRES, MORE OR LESS, AND BEING MORE PARTICU-LARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT OF THE WEST RIGHT OF WAY OF

LARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT OF THE WEST RIGHT OF WAY OF COUNTY RD. 206 AND THE EAST RIGHT OF WAY OF STATE ROAD 325; THENCE FOLLOW-ING THE WEST OF COUNTY ROAD. 206 TWO (2) COURSES AND DISTANCE, SOUTH 10 DEGREES 48 MINUTES 22 SECONDS WEST 302.91 FEET, S 39 DEGREES 16 MINUTES 49 SECONDS W CH 193.56 FEET; THENCE FOLLOWING THE WEST RIGHT OF WAY OF COUNTY ROAD 129 FOUR (4) COURSES AND FOLLOWING THE WEST RIGHT OF WAY OF COUNTY ROAD 129 FOUR (4) COURSES AND DISTANCES, S 67 DEGREES 45 MINUTES 16 SECONDS W 39.02 FEET, S 62 DEGREES 02 MINUTES 02 SECONDS W 78.94 FEET, S 59 DEGREES 59 MINUTES 46 SECONDS W 32.48 FEET, S 65 DEGREES 45 MINUTES 47 SEC-ONDS W 65.56 FEET TO A POINT; THENCE N 17 DEGREES 23 MINUTES 06 SECONDS W 175.46 FEET TO A POINT ON THE EAST RIGHT OF WAY OF STATE ROAD 325; THENCE FOLLOWING THE EAST RIGHT OF WAY OF STATE ROAD 325 TWO (2) COURSES AND DISTANCE, N 51 DEGREES 53 MINUTES 44 SECONDS E CH 337.55 FEET, N 42 DEGREES 08 MINUTES 45 SECONDS E 191.38 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 489 WALKER FARM CIRCLE, BLAIRSVILLE, GA 30512

PARCEL NUMBER: 023 177 Said legal description being controlling, however the property is more commonly known as 489 Walker Farm Circle, Blairs-ville, GA 30512. The indebtedness secured by said Security Deed here here no die here hy delored due

beed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" ba-sis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: 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; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to caid Security Dead said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is Lori J. Bouch-

er and Robert B. Boucher, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.

The entity having full authority to negoti-ate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP /k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Telephone Number: 800-846-2222. BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SER-

NOTICE OF SALE UNDER POWER, UNION COUNTY

In a Security Deed given by Whitner Daniel Parker to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors, LLC dated 12/19/2003 and recorded in Deed Book 503 Page 728, Union County, Georgia records; as last transferred to or acquired by Wells Fargo Bank, N.A., conveying the after-described property to secure a Note in the original principal amount of \$ 179,000.00, 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 Court-house door of Union County, Georgia, within the legal hours of sale on February 04, 2014 (being the first Tuesday of said month un-less said date falls on a Federal Holiday), the following described property the following described property: All that tract of parcel of land lying and be-ing in the 9th District, 1st Section, Land Lot

Ing in the sub District, 1st Section, Land Lot 114 of Union County, Georgia and being Lot Eighty Two of The Sanctuary at Lake Nottely Subdivision, containing 1.036 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc. dated Febru-ary 4, 2002 and recorded in Union County records in Union Rounty records in Plat Book 48, Page 150. Said plat is incorporated herein, by reference hereto, for a full and complete description of the

above described property. The debt secured by said Security 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 is commonly known as 5143 Longview Drive East, Blairsville, GA 30512 Longview Drive East, 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 parties) in possession of the subject property is (are): Whitner Daniel Parker or tenant or tenants. Wells Fargo Bank, NA is the entity or indi-vidual designated who shall have full au-thority to negotiate. amend and modify all

thority to negotiate, amend and modify all terms of the mortgage. Wells Fargo Bank, NA

Loss Mitigation 3476 Stateview Boulevard Fort Mill, SC 29715

Fort Mill, SC 29715 1-800-662-5014 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) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

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 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judical 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. Wells Fargo Bank, N.A. as agent and Attor-

ney in Fact for Whitner Daniel Parker Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, At-

Janta, Georgia 30305, (404) 994-7400. 1000-6675015154 THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-6875015154 667501515A

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 An-thony D. Lance and Judy M. Lance to Top Filte Financial, dated January 25, 2012, re-

Flite Financial, dated January 25, 2012, re-corded in Deed Book 892, Page 270, Union County, Georgia Records, as last trans-ferred to Urban Financial Group by assign-ment recorded in Deed Book 918, Page 359, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of THREE HUNDRED EIGHTY-SEVEN THOU-SAND SIX HUNDRED AND 0/100 DOLLARS (\$387,600.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in February, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO AND MADE A PART HEREOF 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 same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of ingiven). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Urban Financial of America, LLC fka Urban Financial Group is the holder of the Security Deed to the property in accor-dance 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: CeLink, 3900 Capital City Blvd, Lansing, MI 48906, 800-761-0073. To the best knowledge and belief of the un-dersigned, the party in possession of the property is Anthony D. Lance and Judy M. Lance or a tenant or tenants and said property is more commonly known as 296 Loving Road, Morganton, Georgia 30560. 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. Urban Financial of America, LLC fka Urban Financial Group as Attorney in Fact for Anthony D. Lance and Judy M. Lance McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.fore-closurehotline.net MR/kgo 2/4/14 Our file no. 5836313-FT17 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 88 of the 8th District, 1st Section, of Union County, Georgia, Tract A, containing 11.00 acres, as shown on a plat of survey, dated 12/16/2011 for Anthony D. & Judy Lance, recorded in Plat Book 64, Page 152, Union County, Georgia Records. Which plat of survey is incorporated herein and made a part hereof. Property subject to all rightof-ways, buffers and easements of record. MR/kgo 2/4/14 Our file no. 5836313 - FT17 N(Jan8.15.22.29)B

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

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by JOHN CLIFFORD FOSTER JR to JPMORby JOHN CLIFFORD FOSTER JR to JPMOR-GAN CHASE BANK, N.A., dated 12/16/2010, and Recorded on 12/28/2010 as Book No. 854 and Page No. 56-75, UNION County, Georgia records, as last assigned to JP-MORGAN CHASE BANK, N.A. (the Secured Creditor), by assignment, conveying the af-ter described promety to secure a Note of ter-described property to secure a Note of even date in the original principal amount of \$39,027,00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the UNION County Courtbidder for cash at the UNION County Court-house within the legal hours of sale on the first Tuesday in February, 2014, the follow-ing described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 10TH DISTRICT, 1ST SECTION, LAND LOT 42 OF UNION CITY, GEORGIA, CONTAINING 1.191 ACRES, MORE OR LESS, AND BEING KNOWN AS TRACT 1 AS SHOWN ON A PLAT OF SUR-VEY BY WILLIAM F. ROLADER, R.S. #2042, DATED APRIL 27, 1987, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK P, PAGE 207. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. The debt secured by said Deed to Secure Debt debt secured by said Deed to Secure Debt 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 Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of pay-ing the same and all expenses of this sale, sale Will be made for the purpose of pay-ing the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMORGAN CHASE BANK, N.A. holds the duly endorsed Note and is the current assignee of the Security Deed to the prop-erty. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, acting on behalf of and, as necessary, in consultation with JPMORGAN CHASE BANK, N.A. (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION may be contacted at. JPMOR-GAN CHASE BANK, NATIONAL ASSOCIATION, 3415 VISION DRIVE, COLUMBUS, OH 43219, 866-550-5705. Please note that, pursu-ant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowl-edge and belief of the undersigned, the narty/narties in nossession of the subject the terms of the loan. To the best knowl-edge and belief of the undersigned, the party/parties in possession of the subject property known as 699 HOLLOWAY ROAD, BLAIRSVILLE, GEORGIA 30512 is/are: JOHN CLIFFORD FOSTER JR or tenant/tenants. 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) any matters which might be disclosed by an accurate survey and in-spection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not Debt first set out above, including but not limited to, assessments, liens, encum-brances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankrunty Code: and (2) final confirma-Bankruptcy Code; and (2) final confirma-tion and audit of the status of the loan with the holder of the security deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the re-scission of judicial and nonjudicial sales in the State of Coarnia the Dead Inder Power the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. JPMORGAN CHASE BANK, N.A. as Attorney in Fact for JOHN CLIFFORD FOSTER JR. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AT-TEMPTING TO COLLECT A DEBT. ANY INFOR-MATION DETAINED WILL BE LISED FOR THAT MATION OBTAINED WILL BE USED FOR THAT PURPOSE. 00000004089686 BARRETT DAF-FIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.

N(Jan8.15.22.29)B

NOTICE OF SALE UNDER POWER STATE OF GEORGIA UNION COUNTY

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 that certain Deed to Secure Debt by Edward B. Cooper, Jr. to Southern Highlands Mortgage, LLC dated October 10, 2007, filed May 7, 2008 and recorded in Deed Book 759, Page 572, of the Union County, Georgia, Deed Records; subse-quently transferred by Assignment to State quently transferred by Assignment to State Mutual insure co (a/k/a State Mutual insur-ance Company) by instrument dated Octo-ber 10, 2007, filed July 14, 2008 and record-ed in Deed Book 767, Page 734, aforesaid records, said Deed to Secure Debt having been given to secure a Note of even date in the original principal sum of Eighty Thou-sand and 00/100 Dollars (\$80,000.00), with interest from date at the rate stated in said Note on the unpaid balance until paid, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Geor-gia, within the legal hours of sale on the first Tuesday in February, 2014, the proper-ty described on Exhibit "A" attached hereto and incorporated herein by reference. The debt secured by said Deed to Secure Debt has been and is hereby declared due be-cause of, among other possible events of default, the failure to pay the indebtedness as and when due and in the manner provid-ed 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, including attorney's Fees, notice of intent to collect attorney's fees, notice of intent to collect attorney's fees having been given. Said property will be sold as the property of Edward B. Cooper, Jr., subject to any out-standing ad valorem taxes and/or assess-ments, if any, (including taxes which are a lien but not yet due and payable) any matlien, but not yet due and payable) any mat-ters which might be disclosed by an accu-rate survey and inspection of the property, liens, encumbrances, zoning ordinances, covenants and all easements and restric-tions of record, if any, having priority over

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

GEORGIA, UNION COUNTY Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by Jeremy Scot Sisum to Nantahala Bank & Trust Company, being dated May 9, 2008, recorded in Deed Book 760 Pages 288-296, Union County Georgia records, said Deed to Secure Debt, securing a note dated May 9, 2008, from Jeremy Scot Sisum to Nantahala Bank & Trust Company, in the original principal amount of \$83,953,50. original principal amount of \$83,953.50, with interest thereon as set forth therein, along with all extensions, renewals, refialong with all extensions, renewals, refi-nancings, modifications and replacements thereof, said note having been last renewed on June 25, 2012. ("Note" hereinafter shall refer to the note dated May 9, 2008 as it was last renewed on June 25, 2012), which debt is secured by the aforementioned Deed to Secure Debt, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County. Genoria. within the legal hours of

cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2014, the following described property: "All that tract or parcel of land lying and being in land Lots 124 & 125, 1oth District, 1st Section, Union County, Georgia, con-taining 1.80 acres and being shown as Lot Nine (9) of Chestnut Mountain on a plat of survey by Blue Ridge Mountain Surveying, Inc. RS # 3007, dated 12/12/05 and re-corded in Plat Book 58 Pages 99-100 Union County records, which description on said plat is hereby incorporated by reference plat is hereby incorporated by reference and made a part hereof. The property is subject to the road ease-

ments as shown on said plat. The property is subject to the restrictions recorded in Deed Book 642 Pages 145-149

Union County records. The property is subject to an easement to Blue Ridge Mountain EMC recorded in Deed Book 187 page 194 Union County records. The property is subject to the Forest Ser-vice Easement recorded in Deed Book 110

Page 365 Union County records. The property is subject to the Easement recorded in Deed Book 598 Page 429 Union County records, which is for access to Lot 22 Phase II of Highland Falls Subdivision. The property is subject to an Easement

Agreement recorded in Deed Book 567 page 686 Union County records which grants a driveway access to Lot 11 of Pros-

The property benefits from and is subject to an access easement as recorded in Deed Book 567 page 223 Union County records. The property is subject to the water ease-ment recorded in Deed Book 642 page 150

Union County records. Grantor grants to grantee a non-exclusive perpetual easement of ingress and egress

perpetual easement of ingress and egress for the use of the subdivision roads to the above described property." The debt secured by said Deed to Secure Debt, has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the note and Deed to Secure Debt. The debt remaining in default, this sale will be made for the purpose of paving the same made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt, and by law, in-In the beef to resp fees (notice of intent to collect attorneys fees (notice of intent to collect attorneys fees having been given). Said property will be sold subject to any outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, any ascessments liens encumbrances anning assessments, liens, encumbrances, zoning ordinances, easements, restrictions, cove-nants, and matters of record superior to the

Deed to Secure Debt, first set out above. The individual or entity that has full au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Hubbs of Nantahala Bank & Trust Com-pany, 120 Siler Road, Franklin, NC 28734; (828)-369-2265. Please understand that the secured creditor is not required to ne-gotiate, amend, or modify the terms of the

mortgage instrument. Said property will be sold as the property of Jeremy Scot Sisum. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeremy Scot Sisum, or a tenant or tenants. Any person who occupies the property pursuant to a bona fine lease or tenancy may have ad-ditional rights pursuant to the federal Protecting Tenants at Foreclosure Act of 2009. Nantahala Bank & Trust Company, as attor-ney in fact for Jeremy Scot Sisum.

Bruce L. Ferguson Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546 (706)-896-9699 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEET ANY INFORMATION OPTIMIED LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOW-EVER, IN THE EVENT YOU HAVE FILED FOR BANKRUPTCY PROTECTION, THIS COMMU-NICATION IS NOT AN ATTEMPT TO COLLECT A DEBT BUT IS BEING ISSUED PURSUANT TO GEORGIA PREFORECLOSURE REQUIRE-MENTS N(Jan8 15 22 29)B

Probate Court of Union County

RE: Petition of Terry Lee Bowersox and Wayne Lloyd Huffman for Discharge as Executors of the Estate of Eloise Addington

To Whom it may concern: To Whom it may concern: This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before January 20, 2014. BE NOTIFIED FURTHER: All objections to the patition must be in writing cathing forth the petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition

may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512 706_430_6006 706-439-6006

NOTICE In Re: Estate of Harrison Nix, Deceased Estate No. 13-175 TO: Todd Nix

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before January 13, 2014. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing.

Dwain Brackett. Dwain Brackett, Judge of the Probate Court By: Kristin Stanley Clerk of the Probate Court 65 Courthouse Street Blairsville, Ga. 30512

706-439-6006 N(Dec18,25,Jan1,8)E

BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-POSE.

as Attorney in Fact for LORI J. BOUCHER AND ROBERT B. BOUCHER

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Cor-ners, GA 30092

Telephone Number: (877) 813-0992 Case No. BAC-10-09098-8 Ad Run Dates 01/08/2014, 01/15/2014, 01/22/2014, 01/29/2014

vww.rubinlublin.com/property-listings.

php -an8.15.22.29)B

VICING I P

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from Jeremiah Joshua Hampton to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Accredited Home Lenders, Inc., dated February 20, 2007, recorded February 28, 2007, in Deed Book 694, Page 21-38, Union County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Sixty-One Thousand Two Hundred Fifty and 00/100 dollars (\$161,250.00), with interest thereon as pro-vided for therein, said Security Deed having been last sold, assigned and transferred to U.S. Bank National Association As Trustee For The Certificateholders Citigroup Mortgage Loan Trust Inc. Asset-Backed Pass-Through Certificates Series 2007-AHL3, there will be sold at public outcry to the 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 February, 2014, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 8TH DISTRICT, 1ST SECTION, LAND LOT 97 OF UNION COUNTY, GEORGIA. AND BEING LOT 2. CONTAINING

GEORGIA, AND BEING LOT 2, CONTAINING 0.918 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY OWENBY LAND SURVEYING, DATED MARCH 15, 2004 AND Recorded in Union County Records In Plat Book 56, Page 316, Said Plat IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DE-SCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

SUBJECT TO RESTRICTIONS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 146. PAGE 669-670 SUBJECT TO AN EASE-MENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK 583, PAGE 164. SUBJECT TO ROAD EASEMENT AS SHOWN

ON PLAT. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES AS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK

470. PAGES 639-640. 470, PAGES 639-640. ALSO CONVEYED IS A NON-EXCLUSIVE PER-PETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROP-ERTY

Said legal description being controlling, however the property is more commonly known as 299 Meadowview Drive f/k/a 4884 Meadowview Lane, Morganton, GA

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" ba-sis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: 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; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens;

an zoning ordinances; assessments, nens; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is Jeremiah Lochus Aumoton Locemich Lochus Aumoto Joshua Hampton, Jeremiah Joshua Hamp-ton, or tenants(s). The sale will be conducted subject (1) to

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

The entity having full authority to negoti-The entity having full authority to negoti-ate, amend or modify all terms of the loan (although not required by law to do so) is: Select Portfolio Servicing, Inc., Loss Mitiga-tion Dept., P.O. Box 65250, Salt Lake City, UT 84165, Telephone Number: 888-818-6032. U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE CERTIFICATEHOLDERS CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH CERTIFI-CATES SERIES 2007-AHL3 CATES SERIES 2007-AHL3

as Attorney in Fact for JEREMIAH JOSHUA HAMPTON

STATE OF GEORGIA

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 GERALD HINNENKAMP and LEE ANNE HINNENKAMP HINNENNAWP and LEE ANNE HINNENNAWP to UNITED COMMUNITY BANK, dated No-vember 4, 2004, recorded November 5, 2004, in Deed Book 551, Page 134, Union County, Georgia records, as last modified by Modification of Security Deed dated by Modification of Security Deed dated February 23, 2011, recorded in Deed Book 862, Page 231, Union County, Georgia re-cords, said Security Deed being given to secure a Note from GERALD HINNENKAMP and DAVID HINNENKAMP dated February 23, 2011, in the original principal amount of Forty Thousand One Hundred Fifty Five and 50/100 (\$40,155.50 Dollars, with inter-est from date at a rate per cent per annum on the unpaid balance until paid: there will on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in February, 2014, the following

described property: All that tract or parcel of land lying and be-ing in Land Lot 44, 10th District, 1st Section, Union County, Georgia, containing 0.75 acre, more or less, and being 22-4A-1 of the Winfield Scott Subdivision, as shown on a plat of survey by Rochester & Associ-ates, Inc., dated 10/31/97 and recorded in the Union County records in Plat Book 39 page 181, and said plat is incorporated by reference hereto, for a full and complete description of the above property.

Subject to a road easement as recorded in the Union County records in Deed Book 68

page 307 and as shown on said plat. Subject to the restrictions recorded in the Union County records in Deed Book 162 pages 716-727. Grantor also grants to grantee a non-exclusive, perpetual ease-ment for the use of the subdivision roads for ingress and egress to the above prop-

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

the Warranty Deed to Secure Debt. The entity that has full authority to nego-tiate, amend, and modify all terms of the mortgage with the debtor is: State Mutual Insurance Company, P. O. Box 153, Rome, GA 30162, 1-706-291-1054. 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 of the knowledge and belief of the undersigned, the parties in possession of the property are Edward B. Cooper, Jr., or a tenant or tenants. Said property is more commonly known as 1617 Owl Town Road, Blairsville, GA 30512 (f/k/a 2688 Owltown

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

State Mutual Insurance Company, as Attor-ney-in-Fact for Edward B. Cooper, Jr. Contact: Sidney P. Wright, P.C. SMITH & WRIGHT, LLP 309 E. 2nd Ave.

P. O. Box 69

Rome, GA 30162-0069 (706) 236-9935

ÈXHÍBIT A

All that tract or parcel of land lying and being in Land Lot 49, 16th District, 1st Section, Union Courty, Georgia, containing 0.566 acre and being shown as Tract B2-1 on a plat of survey by Rochester & Associ-ates, Inc., R.L.S. #2653 dated May 22, 1997 and recorded in Plat Book 38, Page 114, Union Courty Records. Said description is incorporated barsin by reference barste incorporated herein, by reference hereto, for a full and complete description of the above described property. Property address: 1617 Owl Town Road, Blairsville, GA 30512 Parcel ID# 099-232

N(Jan8,15,22,29)E

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 DENNY ALAN PATTON to Appalachian Community Bank dated June 10, 2008, recorded July 7, 2008, in Deed Book 766, Page 707, Union County, Georgia records, as transferred to Community & Southern Bank pursuant 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 as modified by Modification Agreement dated June 6, 2012, recorded in Deed Book 908, Page 416, Union County, Georgia records, said Security Deed being given to secure a Note from KENYA LANCE PATTON dated June 6, 2012 in the original principal amount of One Hundred Nine Thousand Four Hundred Thirteen and 09/100 (\$109,413.09) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of

sale on the first Tuesday in February, 2014, the following described property: All that tract or parcel of land lying and being in Land Lot 40, 10th District, 1st Sec-tion, Union County, Georgia, containing 2.94 acres, as shown on plat of survey prepared by W. Slate Bauknight, dated July 25, 1994 recorded in the Union County records, in Plat Book 41, Page 145, which plat is by reference incorporated herein and made a part hereof. The debt secured by said Security Deed

NOTICE OF SALE UNDER POWER, UNION COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Chad G. Smith to Mortgage Electronic Registration Systems, Inc. as nominee for New American Funding dated 3/2/2009 and recorded in Deed Book 793 Page 302, UNION County, Georgia records; as last transferred to or acquired by Wells Fargo Bank, NA, conveying the after-described property to secure a Note in the original principal amount of \$255,453.00, 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, Georgia, within the legal hours of sale on Eabruary (M. 2014) (heing the first Tuesday February 04, 2014 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described

property: All that certain parcel of land situate in Land Lot 46, 11th District, 1st Section of the Courty of Union and State of Georgia containing 1.852 acres, more or less as set forth in Plat Book 57 Page 75 in the Union

County Records. Being more fully described in Book 772 Page 361 in the Union County Records. Tax ID: 078A 011

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 is commonly known as 10651 Wolf Pen Gap Road, Suches, GA 30572 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 property is (are): Chad G. Smith or tenant or tenants.

Wells Fargo Bank, NA is the entity or indi-vidual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage. Wells Fargo Bank, NA

Loss Mitigation 3476 Stateview Boulevard Fort Mill, SC 29715

1-800-662-5014

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

or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or 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 matters of record superior to the Security

Deed first set out above. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13 172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Wells Fargo Bank, NA as agent and Attorney

in Fact for Chad G. Smith Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, At-

Ianta, Georgia 30305, (404) 994-7400. 1000-667501671A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-667501671A

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-POSE

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Cor-ners, GA 30092 Telephone Number: (877) 813-0992 Case

No. SPS-09-36002-9 Ad Run Dates 01/08/2014, 01/15/2014, 01/22/2014, 01/29/2014

www.rubinlublin.com/property-listings.

N(Jan8,15,22,29)B

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

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

To the best knowledge and belief of the undersigned, the party in possession of the property is GERALD HINNENKAMP and LEE ANNE HINNENKAMP or a tenant or tenants. UNITED COMMUNITY BANK. as attorney in Fact for GERALD HINNEN-KAMP and LEE ANNE HINNENKAMP L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03609 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jan8.15.22.29)B

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 and effort 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 DENNY ALAN PATTON or a tenant or tenants.

COMMUNITY & SOUTHERN BANK. as attorney in Fact for DENNY ALAN PAT-TON

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00504 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jan8,15,22,29)E