# **North Georgia News**

Legal Notices for May 15, 2013

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

IN RE: Estate of William Sanders Ivey, De-

All debtors and creditors of the Estate of William Sanders Ivey, 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 19th day of April, 2013.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Apr24,May1,8,15)B

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

IN RE: Estate of Willa Mae Stephens, De-

All debtors and creditors of the Estate of All debtors and creditors of the Estate of Willa Mae Stephens, 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 19th day of April, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville. GA 30512

Blairsville, GA 30512 N(Apr24, May1, 8, 15)B

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

IN RE: Estate of James Donald Everett, De-

All debtors and creditors of the Estate of James Donald Everett, 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 19th day of April, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street. Suite 8

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(May1,8,15,22)E

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

IN RE: Estate of Mary Ovalee Murphy, De-

ceased All debtors and creditors of the Estate of Mary Ovalee Murphy, deceased, late of Union County, Georgia, are hereby notified to 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 24th day of April, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

Blairsville, GA 30512 N(May1,8,15,22)E

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

IN RE: Estate of Maryan A. Pruzansky, De-

All debtors and creditors of the Estate of Maryan A. Pruzansky, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 26th day of April, 2013.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(May1,8,15,22)B

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

IN RE: Estate of James C. Stephens, Deceased All debtors and creditors of the Estate of An uevours and creditors of the Estate of James C. Stephens, 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

make immediate payment to Representative(s). This 6th day of May, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(May15,22,29, Jun5) NOTICE STORAGE UNIT CONTENT SALE

## NOTICE OF SALE UNDER POWER

NUTICE OF SALE UNDER FOWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Mike A. Youngblood to Choice Mortgage Bank, dated June 19, 2007, recorded in Deed Book 715, Page 288, Union County, Georgia Records, as last transferred to The Bank of New York Mellon Teut Company, National Records, as last transferred to The Bank of New York Mellon Trust Company, National Association Formerly Known As The Bank of New York Trust Company, National As-sociation, As Trustee for Chase Mortgage Finance Trust Series 2007-S6 by assign-ment recorded in Deed Book 829, Page 532, Union County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of FIVE HUNDRED TWENTY-NINE THOU-SAND SIX HUNDRED AND O(100 DOLLARS SAND SIX HUNDRED AND 0/100 DOLLARS (\$529,600.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County Georgia within the legal hours of sale on the first Tuesday in June, 2013, the fol-lowing described property: All that tract or parcel of land lying and being in Land Lots 164 and 197, 8th District, 1st Section, Junion County, Georgia, containing 5.00 acres, as being shown on plat of survey entitled "Survey for Mike A. Youngblood and Julia D. Youngblood" by Kuykendall Surveying, Inc. dated September 28, 2004 and recorded in Plat Book 52, Page 137, Union County Re-cords which description on said plat is in cords which description on said plat is incorporated herein by reference. Property is subject to matters as shown on the above plat. The right, if any, of The United States of America to redeem said land within 120 days from the date of the foreclosure sale held on two 4 0010 processing data by the days from the date of the foreclosure sale held on June 4, 2013, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-719). The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paving the same and all 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). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above referenced and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the Ioan: The Bank of New York Mellon Trust Company, National Association Formerly Known As The Bank of New York Trust Company, National Association, As Trustee for Chase Mortgage Finance Trust Series 2007-S6. JPMorgan Chase Bank, National Associ-ation can be contacted at 800-446-8939 or ation can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to ne-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 indisclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Mike A. Youngblood or a tenant or tenants and said property is more commonly known as 4868 St Hwy 325, Blairsville, Georgia 30512-2674. The sale will be conducted subject (1) to confirma-tion that the sale is not problimited under tion that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. The Bank of New York Mellon Trust Com-pany, National Association Formerly Known pany, National Association Formery Known As The Bank of New York Trust Company, National Association, As Trustee for Chase Mortgage Finance Trust Series 2007-S6 as Attorney in Fact for Mike A. Youngblood Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/rat 6/4/13 Our file no. 1351211-FT20

# **NOTICE OF SALE UNDER POWER**

N(May8,15,22,29)B

NUTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Stanley L Gough to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc., dated August 26, 2010, recorded in Deed Book 841, Page 683, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 932, Page 176, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FORTY-ONE THOU-SAND SIX HUNDRED AND Q/100 DOI 1485 SAND SIX HUNDRED AND 0/100 DOLLARS (\$141,600.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Geor-gia within the legal hours of sale on the

disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in pos-session of the property is Stanley L Gough and Judith Marie Gough or a tenant or ten-ants and said property is more commonly known as 218 Wolf Creek View, Biairsville, Geornia 30512. The sale will be conducted

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 Stanley L Gough Johnson & Freedman, LLC 1587 Northeast Fromesway Atlanta, Georg

1587 Northeast Expressway Atlanta, Geor-gia 30329 (770) 234-9181 www.jflegal.com MSP/rat 6/4/13 Our file no. 1489913-FT20

COUNTY OF UNION NOTICE OF SALE UNDER POWER Because of the default in the payment of a note executed by MARJORIE C. RHODES, to BANK OF BLAIRSVILLE in the original principal amount of \$150,800.00, dated December 29, 2009. Secured by a Deed to

December 29, 2009, secured by a Deed to Secure Debt from MARJORIE C. WINTER-MUTE, a/k/a/ Marjorie C. Rhodes to BANK OF BLAIRSVILLE dated December 20, 2006,

OF BLAIRSVILLE dated December 20, 2006, recorded in Deed Book 683, pages 252-260, Union County Georgia Deed Records, the Deed to Secure Debt and all modifications thereof subsequently assigned to Citizens South Bank as recorded in Deed Book 853, page 642-650 Union County Deed Records, which has merged with Park Sterling Bank, the undersigned has declared the full un-naid amount of the indebtedness secured

paid amount of the indebtedness secured by said deed due and payable, and acting under the power of sale contained in said

deed, for the purpose of paying said indebt-edness, will on the first Tuesday in June, 2013, during the legal hours of sale at the courthouse in Union County, Georgia, sell at public outcry to the highest bidder for cash, the following described property: All that treat or parcel of land hung and hea

the following described property: All that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lot 299 of Union County, Georgia, containing 1.875 acres, more or less, and being Lot 6 of River Lake Estates Subdivision, Phase II, as shown on a plat of survey by LandTech Services, Inc., dated September 1, 2005, and recorded in Union County Records in Plat Book 56, page 147. Said plat is incor-porated herein by reference hereto, for a full and complete description of the above described property. Subject to the roadway easement shown on the plat. Subject to re-strictions recorded in Union County Records in Deed Book 496, page 144-145. Subject to an easement to Blue Ridge Mountain Elec-tric Membership Corporation.

The property below the 1785 contour of Lake Nottely subject to the TVA Easement. Grantor also grants to grantee a non-exclu-sive perpetual easement for the use of the

subdivision roads for ingress and egress to the above described property. This sale will be held subject to any out-

standing ad valorem taxes (including taxes which are a lien but not yet due and pay-able), any matters which might be disclosed

abley, any induces which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encum-brances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The indebtedness remaining in default, the sale will be made for the number of apply.

sale will be made for the purpose of apply-ing proceeds thereof to the payment of the indebtedness secured by the deed to secure

debt, accrued interest and expenses of the sale and other sums secured by the deed to secure debt, and the remainder if any shall

be applied as permitted by law.

N(May8.15.22.29)B

STATE OF GEORGIA,

## NOTICE OF SALE UNDER POWER, UNION COUNTY

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 Fund-ing dated 3/2/2009 and recorded in Deed Book 793 Page 302, UNION County, Georgia records; as last transferred to Wells Fargo Bank, NA, conveying the after-described property to secure a Note in the original minicinal amount of \$ 255.453.00, with in property to secure a Note in the original principal amount of \$255,453.00, with in-terest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash be-fore the Courthouse door of UNION County, Georgia, within the legal hours of sale on lung 04 2013 (being the first Tuesday) June 04, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described

All that certain parcel of land situate in Land Lot 46, 11th District, 1st Section of the County 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.

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

attorney's fees having been given). Said property is commonly known as 10651 Wolf Pen Gap Road, Suches, GA 30572 to-gether with all fixtures and personal prop-erty attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Chad G. Smith or tenant extension

property is (are): Chad G. Smith 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 terms of the mortgage pursuant to estab-lished guidelines. 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 (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 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 summer might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning

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 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

Mila commande and addition 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-lanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEPT COLL FORD ATTEMPTING. TO COL DEBT COLLECTOR ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-667493689A N(May8,15,22,29)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by EDWARD JOHN DULLMEYER AND LAURIE DULLMEYER to the Bank of Hiawassee d/b/a Bank of Blairsville, being dated April 19, 2005, recorded in Deed Book 577 Pages 340-345, as modified in Deed Book 768, Pages 224-227, Union County Georgia records, last assigned to Citizens South Bank, in Deed Book 853, pages 642-650, Union County, Georgia records; Citizens South Bank having subsequently merged South Bank having subsequently merged with Park Sterling Bank and Park Sterling Bank being the surviving entity as evi-denced by Affidavit Regarding Articles of Merger recorded in Deed Book 917, pages 439-443, Union County, Georgia records, said Deed to Secure Debt, as modified, se-curing a note dated June 10, 2008 from Ed-ward John Pullmever and Laurie Pullmever ward John Dullmeyer and Laurie Dullmeyer to Bank of Blairsville, in the original prin-cipal amount of \$70,922.50, with interest thereon as set forth therein, which debt is secured by the aforementioned Deed to Secure Debt, as modified, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union first Tuesday in June 2013, the following described property: All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 64 of Union County, cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in June, 2013, the following described property: "All that tract or parcel of land lying and being in the 8th District, 1st Section Land Lot 195, of Union County, Georgia, con-taining 1.781 acres, more or less, and be-ing further described as Lot 121 of Laurel Brooke Subdivision, Phase III, as shown on a plat of survey by LandTech Services. Inc., dated January 12, 2004, and recorded in Union County, Georgia records in Plat Book 54, Pages 92-94. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property. 1st Section, Land Lot 64 of Union County, Georgia, containing 7.09 acres, more or less, as shown on a plat of survey by B Keith Rochester & Assoc., Inc., dated May 6, 1998, and recorded in Union County, Georgia records in Plat Book Z, Page 173. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Also conveyed is a non-exclusive nermental easement for the a non-exclusive perpetual easement for the use of the 10' Asphalt Driveway for ingress and egress, running from Hwy 19-129 to the above described property as shown on the above described plat. The debt secured by said Security Deed has been and is hereby above conveyed property. Grantor also grants to grantee a non-exclu-sive perpetual easement for the use of the declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the subdivision roads for ingress and egress to the above described property." The debt secured by said Deed to Secure Debt, as modified, has been and is hereby declared due because of, among other pos-sible 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, in-cluding attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Associa-tion holds the Note and Security Deed to the above-referenced momenty and services indebtedness as and when due and in the manner provided in the note and Deed to Secure Debt, as modified. The debt remain-ing in default, this sale will be made for ing in default, this sale will be made for the purpose of paying the same and all ex-penses of this sale, as provided in the Deed to Secure Debt, as modified, and by law, including 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 ordinances, easements, restrictions, cov-enants, and matters of record superior to the Deed to Secure Debt, as modified, first above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). »JPMorgan Chase Bank, National Associa-tion can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to ne-roliate amend or modify the terms of the gotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (includthe Deed to Secure Debt, as modified, first set out above. The individual or entity that has full auing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by David Jenkins and Sue Lacking to Monteore Floateneit Desicht Deed executed by David Jenkins and Sue Jenkins to Mortgage Electronic Registra-tion Systems, Inc. as nominee for Branch Banking and Trust Company, its succes-sors and assigns dated January 30, 2012 in the amount of \$97,400.00, and recorded in Deed Book 892, Page 214, Union County, Cearria Records. a lact transforred 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 de-clared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in June, 2013, during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bilder for cash, the property described in said deed to.witdescribed in said deed to-wit:

All that tract or parcel of land lying and be-ing in Land Lot 197, 8th District, 1st Section, Union County, Georgia, Containing a total of 1.802 acres and being shown as Lot Four(4)(0.802 acre) and Lot Five (5) (1.0 acre) of Stablegate Estates on a plat of survey by Rochester & Associates, Inc, RS # 2653, dated 8/21/00 and recorded in Plat Pool (6 Paga 69 Union acumty record) Plat Book 46 Page 98 Union county records, which description on said plat is hereby in-corporated be reference and made a part hereof The property is subject to road ease-ments as shown on said plat The property is subject to the restrictions recorded in Deed Book 219 Page 23, amended in Deed Book 220 Page 545 and in Deed Book 228 Page 514 Union County records The property is subject to the powerline easement to Blue Ridge Mountain EMC recorded in Deed Book 200 Page 197 Union County records The property is subject to the Right of Way to Inion County, Georgia, recorded in Deed Book 226 Page 300 Union County records The property benefits from the easement Book 226 Page 300 Union County records The property benefits from the easement recorded in Deed Book 353, Page 344, Union county records Grantor grant to grantee a non-exclusive perpetual casement for the use of the subdivision roads for ingress and egress to the above property which has the property address of 29 Not-tely Circle, Blairsville, Georgia., together with all fixtures and other personal prop-erty 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 Security Deed and the note thereby se-

cured in accordance with 0.C.G.A. Section 44-14-162.2(a). Said property will be sold as the property of David Jenkins and Sue Jenkins and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of acid ene. all on provided in origid acid of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforemen-

the purchaser as provided in the aforemen-tioned Security Deed. Branch Banking and Trust Company Attorney in Fact for David Jenkins and Sue Jenkins McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News Publication Dates: 05-08-2013, 05-15-2013, 05-22-2013, 05-20-2013

Publication Dates: 05-06-2013, 05-13-2013, 05-22-2013 File No. 13-01502 /FHLMC/mtucker THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

# NOTICE OF SALE UNDER POWER

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 Carroll D Denning to Wells Fargo Bank, N.A., dated June 19, 2009, recorded in Deed Book 806, Page 222, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED original principal amount of UNE HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED AND 0/100 DOLLARS (\$179,200.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in June, 2013, the fol-lowing 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 pacsible augnts of because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees (notice hear given bear given). Said groups the fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a 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 Se-curity Deed first set out above. Wells Fargo Bank, N.A. is the holder of the Note and Se-curity Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage and moonly all terms of the morgage with the debtor is: Wells Fargo Home Morgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Carroll D Denning or a ten-ant or tenants and said prometry is more and or tenants and said property is more commonly known as 836 Moonlight Lane, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the helders of the county the dod Wolfe Fare the holder of the security deed. Wells Fargo Bank, N.A. as Attorney in Fact for Carroll D Denning McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/rcf1 6/4/13 Our file no. 5109913-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 252 of Union County, Georgia, and being Tract VII of Coker Ridge Subdivision, containing 1.396 acres, more or less, as shown on a 1.350 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated April 25, 1996, and recorded in Union County Records in Plat Book 35, Page 124. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described proparty Subject to road easements as shown erty. Subject to road easements as shown erty. Subject to road easements as shown on plat. Subject to the restrictions recorded in Deed Book 209, pages 289-290 and as amended in Deed Book 223, Pages 180-181, Union County records. Subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 213, Page 681, Deed Book 231, Page 680 and Deed Book 237, Page 534, Union County Records. Grantors also grants to grantee a non-exclusive peralso grants to grantee a non-exclusive per-petual easement for the use of the subdi-vision roads for ingress and egress to the above described property. MR/rcf1 6/4/13 Our file no. 5109913 - FT7 (8,15,22,29)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.

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by John D Ryan and Barbara A Ryan to Countrywide Bank, FSB, dated April 18, 2008, recorded in Deed Book 764, Page 266, Union County, Georgia Records, as last transferred to Nationstar Mortgage, LLC by assignment recorded in Deed Book 920, Page 65, Union County, Genraia Records, conveying the af-County, Georgia Records, conveying the af-ter-described property to secure a Note in the original principal amount of ONE HUN-DRED EIGHTY-NINE THOUSAND THREE HUN-The original principal amount of ONE HON-DRED EIGHTY-NINE THOUSAND THREE HUN-DRED AND 0/100 DOLLARS (\$189,300.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in June, 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 re-maining in default, this sale will be made for the purpose of paying the same and all 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 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. Nationstar Mortgage, LLC is the holder of the Note and Security Deed to the property in accorand security becaring becaring becaring becaring becaring becaring becaring becaring becaring and modify all terms of the mortgage with the debtor is: NationStar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067, 888-850-9398x3705. To the best knowledge and belief, of the undersimed, the activity in pace belief of the undersigned, the party in pos-session of the property is John D Ryan and Barbara A Ryan or a tenant or tenants and said property is more commonly known as 2530 Forest Ridge Rd, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not pro-hibited under the U.S. Bankruptcy Code This becommended in the safe table show the solution of the status of the loan with the holder of the status of the loan with the holder of the security deed. Nationstar Mortgage, LLC as Attorney in Fact for John D Ryan and Barbara A Ryan McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sju 6/4/13 Our file no. 525713-FT15 EXHIBIT "A" All that certain or parcel of land lying and being in the 10th District, 1st Section, Land Lot 47 of Union County, Georgia, containing 0.51 acres, more or less, and being Lot 4 of the Forest Ridge Subdivision, as shown on a plat of survey by Tim Cable Surveying, and recorded in Union division, as snown on a piat of survey by Tim Cable Surveying, and recorded in Union County Records in Plat Book 31, Page 215, said plat is incorporated herein, by refer-ence thereto, for a full and complete de-scription of the above described property. MR/sju 6/4/13 Our file no. 525713 - FT15

N(May8,15,22,29)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY By virtue of a Power of Sale contained in that certain Security Deed from CAROL M. that certain Security Deed from CARUL M. GLENN to Mortgage Electronic Registra-tion Systems, Inc., as nominee for Coun-trywide Home Loans, Inc., dated June 28, 2006, recorded July 13, 2006, in Deed Book 656, Page 425-437, Union County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Three Hundred Thirty-Six Thousand and 00/100 dollars (\$336,000.00), with interest thereon as pro-vided for therein. said Security Deed having vided for therein, said Security Deed having been last sold, assigned and transferred to The Bank Of New York Mellon Fka The Bank Of New York, As Trustee For The Certificate-holders CWALT, Inc., Alternative Loan Trust 2006-26CB, Mortgage Pass-Through Certif-icates, secured creditor, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in June, 2013, all property described in said Security Deed including but not limited to the following described property:

ING AND BEING IN THE TOTH DISTRICT, IST SECTION, LAND LOT 17 OF UNION COUNTY, GEORGIA, CONTAINING 5.165 ACRES, MORE OR LESS, AND BEING LOTS P.Q.R. & S AND TRACT 20 FRIVER BEND II SUBDIVISION, AS SHOWN ON A PLAT OF SURVEY BY ROCHES-TO A ACCOUNTY IND ON THE NOVEMBER TER & ASSOCIATES, INC., DATED NOVEME-BER 15, 2001 AND RECORDED IN BOOK 49, PAGE 230, UNION COUNTY RECORDS, SAID PLAT IS INCORPORATED HEREIN, BY REF-ERENCE HERETO, FOR A FULL COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED BEING THE SAME PROPERTY CONVEYED TO CAROL M. GLENN BY DEED FROM MICHAEL

# NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Lucille B. Jordan, Deceased

Ceased All debtors and creditors of the Estate of Lucille B. Jordan, 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 1st day of May, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(May15,22,29,Jun5)B

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

IN RE: Estate of Jack Collins Lance, Sr., Deceased

All debtors and creditors of the Estate of Jack Collins Lance, Sr., 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 1st day of May, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(May15,22,29,Jun5)B

## NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of David Kukula, Deceased

All debtors and creditors of the Estate of David Kukula, 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 9th day of May, 2013. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street. Suite 8

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(May15,22,29,Jun5)B

StorAdd ONT CONTENT SALE Saturday, May 18, 2013, 10:00 A.M. 1st Location - Kiutuestia Creek Road & Blue Ridge Highway 2nd Location - Kiutuestia Creek Road 3rd Location - Blue Ridge Hwy/Stormaster Drive

3rd Location - Blue Kloge nwy/Stormaster Drive A6 - Tammy Jones, B7 - David Padgett, B16 - Chris Butler, B20 - Jan Patterson, C10 -Tonya Kraynak, E5 - Sandra Arrant, E13 - Joey Brooks, F10 - Jerry Cook, H5 - Ray Parsons, I5 - Carol Rockwood, I7 - Jamy Cook, I19 - Eric Stites, J1 - Maryion Wil-liams, J4 - Gina Burnett

Proper I.D. Required. For More Information Call (706) 781-1057

## IN THE SUPERIOR COURT OF UNION COUNTY **STATE OF GEORGIA** Kayla Holbrooks, Petitioner

In Re: Morgan Louise Holbrooks-Nelder, a Minor

Civil Action No.: 13-CV-201-SG Order for Notice of Petition to Change

Name A petition has been filed in the Superior Court of Union County, Georgia on the 1st day of May, 2013, praying for a change in the name of the minor child from Morgan Levis Netherale Nether to Morgan Louise Holbrooks-Nelder to Morgan Louise Holbrooks. Notice is hereby given pursuant to law to any interested party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition.

This 1st day of May, 2013 Judy Odom, Clerk Union County Superior Court Enotah Judicial Circuit

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

N(May8, 15, 22, 29)

STATE OF GEORGIA IN RE: Joyce Ainhorn Cooper, Petitioner CAFN: 13-CV-181-MM NOTICE OF PETITION TO CHANGE NAME Notice is hereby given that Joyce Ainhorn Cooper, by and through the undersigned, filed her Petition in the Superior Court of Union County on or about April 18, 2013, praying for a change in the name from Joyce Ainhorn Cooper to Jetta Joyce Coo-per. A Notice is hereby given pursuant to law to

Notice is hereby given pursuant to law to any interested or affected party to appear in said court to file objections to such name change. Objections must be filed with said court within 30 days of the filling of the Petition to Change Name of Joyce Ainhorn

Cooper. This 18th day of April, 2013 Akins & Davenport, P.C. Daniel J. Davenport Attorney for Petitioner Georgia Bar No. 821237 80 Town Square oo Town Square PO Box 923 Blairsville, GA 30514 706-745-0032 N(Apr24,May1,8,15)P

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

IN RE: James Yomo Chambers, Petitioner CAFN: 13-CV-176-MM

CAFN: 13-CV-176-MM NOTICE OF PETITION TO CHANGE NAME Notice is hereby given that James Yomo Chambers, filed his Petition in the Superior Court of Union County on the 16th day of April, 2013, praying for a change in Peti-tioner's name. James Yomo Chambers to James Yeona Chambers. A notice is hereby given execute to low to one interested or affected party to be and appear in said matter in said Court on the 27th day of June, 2013 at 9 a.m./p.m. Objections must be filed with said Court within thirty (30) days of the filing of said petition. This 16th day of April, 2013 Cadance Lee, Deputy Clerk

Judy Odom, Clerk, Superior Court of Union County State of Georgia

## N(Apr24,May1,8,15)F

**NOTICE** Georgia, Union County Probate Court In Re: Estate of James Mitchell Youngblood, Deceased

Estate No. 2013-70

Estate No. 2013-70 Petition for Letters of Administration Matthew Youngblood has petitioned to be appointed Administrator(s) of the estate of Mitchell Youngblood, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said nettition should not be All interested parties are nereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before May 28, 2013. All pleadings/objections must be signed before a notary public or before a probate sourt clock on filing free must be to indexed 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.

may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512 706-439-6066 N(Mav1.8.15.22)B

## NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY

Probate Court of Union County RE: Petition of Bryce Lambert Hale for Discharge as Executors of the Estate of Sandra Kay Stoutamire, Deceased. 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 May 28, 2013. 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 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 Bairsville. Ga. 30512 therity that has full ad-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Park Sterling Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the secured creditor is not required to negotiate.

amend, or modify the terms of the mort-gage instrument. Said property will be sold as the prop-erty of Edward John Dullmeyer and Laurie Dullmeyer. To the best knowledge and belief of the undersigned, the party in possession of the property is Edward John Dullmeyer and Laurie Dullmeyer, as Trustees of the Dullmeyer Family Revocable Trust dated 11/6/2012, or a tenant or tenants. Any per-son who occupies the property pursuant to a hong fine lease or tenancy may have adson who occupies the property pursuant to a bona fine lease or tenancy may have ad-ditional rights pursuant to the federal Pro-tecting Tenants at Foreclosure Act of 2009. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee d/b/a Bank of Blairsville, as attorney in fact for Edward John Dullmeyer and Laurie Dullmeyer. Bruce L. Ferguson 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 COLLECT

A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE."

### NOTICE OF SALE UNDER POWER

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 Rob-ert I Willams, Madeline B Williams and Ru-ben David Williams to Countrywide Bank, FSB, dated April 25, 2008. recorded in Deed

Ben David Wintants to Country Wide bank, FSB, dated April 25, 2008, recorded in Deed Book 761, Page 740, Union County, Georgia Records, as last transferred to Federal Na-tional Mortgage Association by assignment recorded in Deed Book 929, Page 207, Union County County Development April 6 County, Georgia Records, conveying the af-ter-described property to secure a Note in the original principal amount of ONE HUN-DRED SIX THOUSAND AND 0/100 DOLLARS (\$106,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before outcry to the highest bidder for cash before the courthouse door of Union County, Geor-gia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in June, 2013, the following described prop-erty: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt se-cured by said Security Deed has been and is herehy declared due because of, among is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the came and all expenses of this this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Federal National Mortgage As-sociation is the holder of the Note and Sesociation is the notder of the note and se-curity Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Seterus, Inc., 14523 S.W. Millikan Way Suite 200, Beaverton, OR 97005, 888-917-3094. To the best knowledge and belief of the understand the pacty in prosession of the undersigned, the party in possession of the property is Robert I Willams, Mad-eline B Williams and Ruben David Williams or a tenant or tenants and said property is more commonly known as 391 Silver Dollar Ln, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirma-tion that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Federal National Mortgage Association as Attorney in Fact for Robert I Willams, Mad-eline B Williams and Ruben David Williams McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/pvm 6/4/13 Our file no. 51190112-FT8 EXHIBIT "A" The following described property: All that tract or parcel of land lying and being in Land Lots 52, 57 and 56, 9th District, 1st Section, Union County, Georgia, containing 3 acres as shown on a plat of survey by B. Keith Rochester and Associates, Inc. dated March 2. 1988, recorded in Plat Book T, Page 181, Union County Records, which description on said plat is incorporated herein by ref-erence. Assessor's Parcel Number: 082 021 MR/pym 6/4/13 Our file no. 51190112 - FT8 15 22 29)F

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 Lisa L Urban and Richard R Urban to Bank of L Urban and Richard R Urban to Bank of America, N.A., dated May 6, 2010, recorded in Deed Book 832, Page 519, Union County, Georgia Records, as last transferred to Fed-eral National Mortgage Association by as-signment recorded in Deed Book 918, Page 212, Union County, Georgia Records, con-veying the after-described property to se-cure a Note in the original principal amount of ONE HUNDRED FIFTY-THREE THOUSAND of ONE HUNDRED FIF IY-INKE THOUSAND AND 0/100 DOLLARS (\$153,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in June, 2013 the following described property The bit of bilds belowing, deorgia within the fegat hours of sale on the first Tuesday in June, 2013, the following described property: The following described property: All that tract or parcel of land lying and being in the 8th District, 1st Section Land Lot 307, of Union County, Georgia, containing 1.14 acre more or less, and being further identified as Lot 11 of Mountain Trace Subdivision, as shown on a Plat of Survey by Appalachian Survey-ing Company, Inc., dated July 10, 1997, and recorded in Union County, Georgia Records in Plat Book 38, Page 213. Said plat is in-corporated into this Instrument by refer-ence hereto for a complete and accurate description of the above conveyed prop-erty. Less and except All that tract or parcel of land lying and being in the 8th District, 1st Section Land Lot 307, of Union County, Georgia, containing 0.08 acre more or less. Georgia, containing 0.08 acre more or less, and being further identified as part of Lot 11 of Mountain Trace Subdivision, as shown no a Plat of Survey by Blairsville Surveying Co., dated November 9, 2004, and recorded in Union County, Georgia Records in Plat Book 55, Page 52. Said plat incorporated into this Instrument by reference hereto for a complete and accurate description of the above conversed presents. Reing the came above conveyed property. Being the same parcel conveyed to Richard Urban from Wil-liam Matthew Whitener, by virtue of a deed dated 08/21/2006, recorded 08/22/2006, in Deed Book 663, Page 179, County of Union, State of Georgia. Assessor's Parcel No: 2429A11 The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events because 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 Security Deed and by law, including at-torney's fees (notice of intent to collect at-torney's fees having been given). Seterus, Inc. holds the Note and Security Deed to the above-referenced property and services above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). »Seterus, Inc. can be contacted at 888-917-3094 or by writing to 14523 S.W. Millikan Way Suite 200, Beaverton, OR 97005, to dis-cuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said prop-erty will be sold subject to any outstanding ary 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, encum-brances, zoning ordinances, restrictions, covenants and matters of record superior covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the un-dersigned, the party in possession of the property is Richard Urban and Lisa Urban or a tenant or tenants and said property is more commonly known as 41 Margie 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 confirma-tion and audit of the status of the loan with the holder of the security deed, Federal Nacovenants, and matters of record superior the holder of the security deed. Federal National Mortgage Association as Attorney in Fact for Lisa L Urban and Richard R Urban Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/at6 6/4/13 Our file no. 1266913-FT1

D. GLENN RECORDED 07/22/2002 IN DEED BOOK 536 PAGE 160, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF UNION

CUERK OF THE SOPERIOR COURT OF UNION COUNTY, GEORGIA. Said legal description being controlling, however the property is more commonly known as 540 JESSICA LANE, BLAIRSVILLE, GA 30512.

ba 30512. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebted-ness as and when due. The indebtedness remaining in default this sale will be made remaining in default, this sale will be made 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 creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem anect the fuel any obstanting ad value in 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; assess-ments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief

of the undersigned, the owner and party in possession of the property is CAROL M. GLENN, CAROL M. GLENN, 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.

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 f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Tele-phone Number: 800-720-3758 for and on behalf of the secured creditor.

behalf of the secured creditor. THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC., ALTER-NATIVE LOAN TRUST 2006-26CB, MORT-GAGE PASS-THROUGH CERTIFICATES on Attorney in Each for CAROL M. GLENN 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-

Daviner Court, Salite 150, Peachree Cor-ners, GA 30092 Telephone Number: (877) 813-0992 Case No. BAC-11-08149-0002 Ad Run Dates 05/08/2013, 05/15/2013, 05/22/2013, 05/22/2013

www.rubinlublin.com/property-listings.

php . N(May8,15,22,29)B

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

NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from JOYCE HORCHER to UNITED COMMUNITY BANK, dated April 16, 2009, recorded April 29, 2009, in Deed Book 798, Page 770, Union County, Georgia records, as last modified by Modification of Security Deed dated April 14, 2011, recorded in Deed Book 864, Page 263 Union County, Georgia records Page 263, Union County, Georgia records, said Security Deed being given to secure a Note from JOYCE HORCHER AND DENNIS A Note from Jorge non-one and plants HORCHER dated April 14, 2011, in the origi-nal principal amount of Seventy Thousand Eight Hundred Seventy Nine and 52/100 (\$70,879.52) Dollars, with interest from date 

The second secon shown on a plat of survey by Rochester and Associates, Inc., dated January 16,1996 and revised November 18, 1996, and recorded in Union County, Georgia records in Plat Book 36, Page 242. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property. LESS AND EXCEPT:

All that tract or parcel of land conveyed to Dean Anderson in that certain Warranty Deed recorded in Union County, Georgia records in Deed Book 688 at Page 678, being 3.073 acres, more or less. LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 227 and 228 of the 11th District, 1st Section of Union County, Georgia, being a portion of Tract "A" on a survey prepared by Rochester and Associ-November 18, 1996, and recorded in Union County, Georgia records in Plat Book 36 at Page 242. Said plat is incorporated into this instrument by reference hereto and being more particularly described as follows: To find the true point of beginging of the

To find the true point of beginning of the parcel herein described, commence at the intersection of the right of way of State Highway #60 and the centerline of Suches

Blairsville, Ga. 30512 706-439-6006 N(May15)B

NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY Probate Court of Union County RE: Petition of Thomas A. Prikryl for Dis-charge as Executors of the Estate of Vir-

inia Prikryl, Deceased. 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 May 28, 2013. BE NOTIFIED FURTHER: All objections to the petition must be in writing setting for 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 personal at the following probate court personnel at the following address/telephone number for the required 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 MMay15)B

### N(May15)B NOTICE

GEORGIA, UNION COUNTY PROBATE COURT In Re: Estate of Audrey Sue Ledford, De-

In He: Estate of Audrey Sue Ledford, De-ceased Estate No. 2013-59 Petition for Letters of Administration Michelle Marshall has petitioned to be appointed Administrator(s) of the estate of Audrey Sue Ledford, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261.) All interested parties are hereby notified to All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before May 20, 2013. All nleading/objections must be singed All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley, Probate Glugge By: Kristin Stanley, Probate Clerk 65 Courthouse Street, Suite 8 Blairsville, GA 30512 706-439-6066 N(Apr24,May1,8,15)B

STATE OF GEORGIA

SIAIE OF GEORGIA UNION COUNTY Notice to Peggy Ann Coward A Pre-Warrant hearing will be held in Mag-istrate Court on May 30, 2013 at 9 a.m. to determine if sufficient probable cause ex-tice to uncernet ficient probable cause exists to warrant your arrest for the offense of Endangering Security Interest O.C.G.A. \$\$16-9-51.

: Barbara . Deputy Clei 65 Courthouse Street, Suite 10 Blairsville, GA 30512 706-439-6008

# IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA

N(May15,22,29)P

In Re: Sandra Marie Kidd Civil Action No.: 13-CV-204-SG

Order for Notice of Petition to Change

Name A petition has been filed in the Superior Court of Union County, Georgia on the 3rd day of May, 2013, praying for a change in her name from Sandra Marie Kidd to Sandy Marie Kidd. Notice is hereby given pursu-ant to law to any interested party to appear in said Court and to file objections to such name change. Objections must be filed mame change. Objections must be filed with said Court within 30 days of the filing of said petition. This 3rd day of May, 2013

Judy Odom, Clerk Union County Superior Court Enotah Judicial Circuit

NOTICE OF INTENT TO INCORPORATE Notice is given that Articles of Incorpora-tion that will incorporate Mountain High Hikers. Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia's Nonprofit Corporation Code. The initial office is located at 853 Eagle Bend Road, Blairsville, GA 30512, and its initial registered agent at such address is Michael O'Brien. The entity that has full authority to nego-tiate, amend, and modify all terms of the mortgage with the debtor is PARK STER-LING BANK, 458 Highway 515 East, Blairs-ville, GA 30512. 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 undersigned's knowledge and belief the property is in the possession of MRJORIE C. RHODES, *flk/a* Marjorie C. Wintermute and said nonperty will be sold Wintermute and said property will be sold as the property of MARJORIE C. RHODES, f/k/a Marjorie C. Wintermute. 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. The undersigned will execute a deed to the

purchaser as authorized in the aforementioned deeds to secure debt. This law firm is acting as a debt collector attempting to collect a debt and all infor-

mation obtained shall be used for that

PARK STERLING BANK, successor by merger with CITIZENS SOUTH BANK, as successor in interest to, and assignee of The Federal Deposit Insurance Corporation as Receiver for Bank of Hiawassee, d/b/a Bank of Blairsville.

as attorney in fact for MARJORIE C. WINTERMUTE, a/k/a Marjorie C. Rhodes Randall Frost

Stewart, Melvin & Frost, LLP P. O. Box 3280 Gainesville, GA 30503 (May8,15,22,29)B

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

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Gina Plemmons Wilde and Richcontained in that certain been to secure bebt from Gina Plemmons Wilde and Rich-ard Gregory Wilde (the "Grantor") to and in favor of John Strickland and Patricia Joan Strickland (the "Lender") dated March 10, 2010, filed for record on March 12, 2010, and recorded in Deed Book 828, Page 185, Union County, Georgia records (the "Deed to Secure Debt"); securing that certain Promissory Note from Gina Plemmons Wilde and Richard Gregory Wilde to and in favor of John Strickland and Patricia Joan Strickland, in the original principal sum of One Hundred Ninety-One Thousand, Five Hundred Dollars and 00/100 DOLLARS (\$191,500.00) (the "Note"); there will be sold at public outcry by Lender as attorney-in-fact of Grantor to the highest bidder for cash between the legal hours for sale be-fore the Courthouse door in Union County, Georgia, on the first Tuesday in June, 2013, that date being June 4, 2013, the following described land, improvements and appur-tenances (hereinafter collectively referred to as the "Premises") to wit:

described land, improvements and appur-tenances (hereinafter collectively referred to as the "Premises") to wit: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 52, of Union County, Georgia, and be-ing Tract 1A-A, containing 2.43 acres more or less, as shown on a plat of survey by Blairsville Surveying Co., dated December 2, 2005, and recorded in Union County, Georgia records in Plat Book 61, Page 123. Said plat is incorporated into this instru-ment by reference hereto for a complete and accurate description of the above conand accurate description of the above con-

veyed property. The indebtedness evidenced by the Note is due and payable and remains unpaid. The Deed to Secure Debt, therefore has become and is now foreclosable according to its terms. Accordingly, the premises will be sold at public outcry pursuant to the terms of the power of sale provided in the Deed to Secure Debt.

The Premises will be sold on an "as is, where is" basis without recourse against Lender and without representation or war-ranty of any kind or nature whatsoever by Lender with respect thereto.

The proceeds of the sale are to be applied first to the expenses of the sale and all proceedings in connection therewith, including attorney's fees (notice of intention to collect attorney's fees having been given), then to the payment of all sums secured by the Deed to Secure Debt, and the remainder if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Deed to Secure Debt. The Premises shall be sold as the property of Grantor, subject to all restrictions, easeother matters of reco that are prior to the Deed to Secure Debt and to which the Deed to Secure Debt is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the premiume

the Premises To the best of the undersigned's knowledge and belief, the owner of the Premises is the Grantor and the party or parties in posses-sion of the Premises is the Grantor or tenants of the Grantor. John Strickland and Patricia Joan Strick-

land As Attorney-in-Fact for Gina Plemmons Wilde and Richard Gregory

Wilde N(May8,15,22.29)B

## NOTICE OF FORECLOSURE SALE

UNDER POWER UNDER POWER UNION COUNTY, GEORGIA THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by James Garland Jones and Carol Moore Demme to Mortgage Electronic Registra-tion Systems, Inc. as nominee for Quicken Loans Inc., dated December 28, 2011, and recorded in Deed Book 890, Page 584, as last transferred to Quicken Loans Inc., by assignment to be recorded, Union County, Georgia Records, conveving the after-Georgia Records, conveying the after-described property to secure a Note in the original principal amount of Two Hundred Sixteen Thousand Five Hundred Seventy-Sixteen Thousand Five Hundred Seventy-Five and 0/100 dollars (\$216,575.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, within the legal hours of sale on June 4, 2013, the following described property:

### NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER Because of a default in the payment of the indebtedness secured by a Security Deed executed by Albert E. Martin and Carol J. Martin to Mortgage Electronic Registration Systems, Inc. as nominee for Regions Bank d/b/a Regions Mortgage, and its succes-sors and assigns dated June 6, 2008, and recorded in Deed Book 764, Page 507, and Deed Book 822, Page 161, Union County Re-cords, said Security Deed having been last sold, assigned, transferred and conveyed to Regions Bank DBA Regions Mortgage, by Assignment, securing a Note in the by Assignment, securing a Note in the original principal amount of \$131,950.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, June 4, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property de-scribed in said Deed, to-wit:

All that tract or parcel of land lying and be-ing in Land Lot 229 and 230, 9th District, 1st Section, Union County, Georgia containing 1.00 acre as shown on a plat of survey by Bruce Hunt, DSC, dated April, 1975, and recorded in the Union County Records in Plat Book J, Page 53, and said plat is in-corporated herein by reference and made a part hereof.

a part nereor. The property is subject to the road ease-ments as shown on said plat. This being the same property as shown on Plat Book 29, Page 161, Union County Records. Grantor grants to grantee a non-exclusive perpetual easement for ingress and egrees to the above described propand egress to the above described prop-erty along Martin Lane a/k/a Kittle Road (a County Road), as shown on said plat. Said property is known as 121 Martin Lane,

Blairsville, GA 30512, together with all fix-tures and personal property attached to and constituting a part of said property, if

any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments liens encumbrances zonion sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be dis-tributed as provided by law. The sale will be conducted subject (1) to confirmetion that the cole is not restributed

under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of

the loan with the secured creditor. The property is or may be in the possession of Albert E. Martin, a/k/a Albert Edison Marof Albert E. Martin, *arXia* Albert Eulson Mar-tin and Carol J. Martin, *arXia* Carol Stains Martin, successor in interest or tenant(s). Regions Bank D/B/A Regions Mortgage as Attorney-in-Fact for Albert E. Martin and Carol J. Martin

File no. 13-039751 SHAPIRO, SWERTFEGER & HASTY, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/CH www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR.ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

[FC-NOS] ay8,15,22,29)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. USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Lind-sey A. Squire and Kyle R. Squire to Mort-gage Electronic Registration Systems, Inc., dated October 11, 2006, recorded in Deed Book 672, Page 227, Union County, Geor-gia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 897, Page 410, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-FIVE THOUSAND AND O/100 DOLLARS (\$155,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Geor-gia, or at such place as may be lawfully gia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in

ay8,15,22,29)B NOTICE OF SALE UNDER POWER

## IN SECURITY DEED STATE OF GEORGIA,

COUNTY OF UNION. On August 16, 2002, Joseph F. Taylor ex-ecuted a Security Deed to Stephens Federal Bank securing a note of even date for One Hundred Seventy Thousand and No/100 Dollars (\$170,000.00), said security deed being recorded in Deed Book 428, Pages 566-588, Union County Records. Said secu-rity deed conveyed the property hereinafter described

described. beschold. By virtue of the power of sale contained in said security deed to Stephens Federal Bank, there will be sold by the undersigned at public outcry to the highest bidder for cash, before the Union County Courthouse deep in Distriction County Courthouse cash, before the Union County Cournouse door in Blairsville, Georgia, during the le-gal hours of sale, being 10 a.m. until 4 p.m. Eastern Time, on the first Tuesday in June, the same being June 4, 2013 the following described property: All that tract or parcel of land lying and be-ing in Land Lot 18, 16th District, 1st Sec-tion Union County Coursi continuing 60.

tion, Union County, Georgia containing 6.97 acres and being shown as Lots Five (5) and Nine (9) on a plat of survey by Blairsville Surveying Co., R. S. #2228, dated 6/20/95, last revised 4/21/99 and recorded in Plat Book 42, Page 244, Union County Records which description on said plat is incorpo-rated herein by reference and made a part hereof.

The property is subject to the road ease-ment as shown on said plat. The property is subject to the attached re-

strictions. The property is subject to the easement to Blue Ridge Mountain EMC recorded in Deed Blue nudge working in the recorded in beeu Book 318, Page 35, Union County Records. The property is subject to the road right of way to Union County recorded in Deed Book 177, Page 130 Union County Records. The property is subject to the Joint Roadway Agreement recorded in Deed Book 322.

Page 612, Union County Records. The grantor grants to grantee a perpetual water right to the well located on Lot # 6, and the right to run and maintain the nec-essary water lines to the home located on Lot # 5.

NOTE: The sale of the above property is subject to a 120 day right of redemption in favor of the Internal Revenue Service

The debt secured by said security deed and note has been and is hereby declared due and payable because of default for nonpayment as required by the note and security deed. The debt having been declared due and payable and remaining unpaid, and the terms in the note and security deed re-maining in default, this sale will be made for the purpose of paying the principal, accrued interest and attorney's fees pursu-ant to the note and security deed, plus all

of this sale Said property will be sold as the property of Joseph F. Taylor and subject to outstanding ad valorem taxes and/or easements and/or restrictive covenants appearing of record, if any. The undersigned will comply with Georgia law, O.C.G.A. Section 44-14-162.2, prior to enducting the celo

Georgia law, O.C.G.A. Section 44-14-162.2, prior to conducting the sale. To the best knowledge and belief of the un-dersigned, equitable title to said property is now held by Joseph F. Taylor. The entity with full authority to negotiate, amend and modify all terms of the mort-gage with the Debtor is Stephens Federal Bank, Phone Number (706) 886-2111. The undersioned will execute a deed to the The undersigned will execute a deed to the purchaser at said sale as provided in the aforementioned deed to secure debt to Stephens Federal Bank.

Dated this 25th day of April, 2013. Stephens Federal Bank, Attorney-in-fact for

Brian C. Ranck Joseph F. Taylor Sanders & Ranck, P. C. P. O. Box 1005 Toccoa, GA 30577 706-886-7533 Attorney for Stephens Federal Bank

lay8,15,22,29)B

FORCLOSURE NOTICE PATRICIA PASSALAQUA KNAPEK, ETAL, NO-TICE OF SALE UNDER POWER CONTAINED IN SECURITY DEED STATE OF GEORGIA COUN-TY OF UNION Pursuant to a power of sale contained in a certain Deed to Secure Debt executed by Patricia Passalaqua Knapek, hereinafter referred to as Grantor to Mickey Whitehead and Sharon Whitehead recorded in Deed Book 609, Page 523-535, the deed records of the Clerk's Office Superior Court of the aforesaid state and, having been given to secure the Promissory Note in the principal sum of \$57,600.00 with interest at principal sum (spr, bobb) with merest at the rate stated in said Promissory Note on the unpaid balance until paid, and by vir-tue of a default in the payment of the debt secured by said Deed to Secure Debt, the undersigned attorney-in-fact for the afore-said Grantors (which attorney-in-fact is the present holder of said Deed to Secure Debt ond debt secured thorshy thereaf auron and debt secured thereby) thereof pursu-ant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursu-ant to the power of sale contained in said Deed, will sell before the door of the courthouse in said county within the legal hours of sale, for cash, to the highest bidder on Tuesday, June 4, 2013, the leasehold estate for the property which, as of the time of the execution of said Deed to Secure Debt, was described as set forth in the attached Exhibit "A". EXHIBIT A LEGAL DESCRIPTION ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 244, 17TH ING AND BEING IN LAND LOT 244, 17TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING 2.20 ACRES, MORE OR LESS, AND BEING LOT FORTY (40) OF SPRING COVE SUBDIVISION, PHASE 3, AS SHOWN ON A PLAT OF SURVEY BY M.E. RICHARDS, UNION COUNTY SURVEYOR, DATED 4/26/85, RECORDED IN PLAT BOOK P, PAGE 57, UNION COUNTY, GEORGIA RE-CORDS, WHICH DESCRIPTION ON SAID PLAT IS HERERRY INCORPORTATED RY REFERENCE IS HERERBY INCORPOTATED BY REFERENCE AND MADE PART HEREOF. THE PROPERTY IS SUBJECT TO THE ROAD EASEMENTS AS SHOWN ON SAID PLAT. THE PROPERTY IS SUBJECT TO THE ELECTRIC EASEMENT TO BLUE RIDGE MOUNTAIN EMC RECORDED IN DEED BOOK 138, PAGES 40-42, UNION COUNTY, GEORGIA RECORDS. Said property COUNTY, GEORGIA RECORDS. Said property is known as 60 Bear Gap, AKA 675 Bear Gap Road, Blairsville, 6A 30512, together with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, whether or not now due and payable), the right of redemp-tion of any taxing authority, and matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the bal-ance if any will be distributed as provided ance, if any, will be distributed as provided by law. The property is or may be in the possession of Patricia Passalaqua Knapek. N(Mav8.15.22.29)B

Greek, thence continuing in an Easterly di-rection along the centerline of Suches Creek for a distance of 449.7 feet to a point which marks the true point of beginning; thence along the centerline of Suches Creek North 06 degrees 15 minutes and 59 seconds U6 degrees 15 minutes and 59 seconds East for a distance of 178.20 feet to a point, thence North 06 degrees, 15 minutes, 59 seconds East for a distance of 40.66 feet to a point, thence north 13 feet 39 minutes 27 seconds East to a point; thence South 43 degrees 31 minutes 35 seconds East for a distance of 5/41.81 feet to a point; thence distance of 544.18 feet to a point; thence South 07 degrees 25 minutes 37 seconds West for a distance of 216.73 feet to a point on the right of way of State Highway #60; thence North 56 degrees 12 minutes 39 seconds west for a distance of 482.16 feet to a point which is the two point of homis to a point which is the true point of begin-

Said property being unimproved 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 proas and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect

attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-prection of the property any accomments 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 JOYCE HORCHER or a tenant or tenants.

UNITED COMMUNITY BANK,

as attorney in Fact for JOYCE HORCHER L. Lou Allen Stites & Harbison, PLLC

520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE (8,15,22,29)

NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000 Pursuant to 0.C.G.A. §16-13-49(n), any party claiming an interest in the follow-ing property is hereby notified that on the 11th day of March, 2103, said property was seized by the undersigned agency in Union County. Genergia.

County, Georgia. Property Seized: PROPERTY ONE: 2006 Saturn Vue vehicle, VIN 5GZCZ33D46S891120

PROPERTY TWO: 2005 Dodge Ram 1500 ve-hicle, VIN 1D7HA18D65J522250 **PROPERTY THREE: Beretta Model 950BS** 

.25 caliber pistol with holster, Serial No BU10382V

PROPERTY FOUR: Swann Pro Security monitoring security system, Serial No. SWDVK826008 PROPERTY FIVE: Hewlitt Packard (HP) com-

Puter w/ Windows 7, Serial No. 584037001 (with monitor, keyboard, and mouse) PROPERTY SIX: Uniden outdoor night vision

camera system w/ two cameras, Serial No 11003739

PROPERTY SEVEN: Sanyo 18 inch television,

PROPERTY SEVEN: Sanyo 18 inch television, Serial No. DP19640-04 Conduct giving rise to said seizure: Said property was found in possession of GINA MICHELLE BURNETTE, and in close proximity to a controlled substance, to wit: OXYMOR-PHONE, OXYCODONE and AMPHETAMINE, Schedule II. controlled substances and Schedule II controlled substances and HYDROCODONE, a Schedule III controlled substance. Said property was intended to facilitate the use, possession, possession with intent to distribute, and distribution of the aforementioned controlled substances in violation of the Georgia Controlled Sub-stances Act, or was the proceeds of said illegal activities. Further, the said property and the controlled substances were seized from the residence occupied by GINA MI-CHELLE BURNETTE, in Union County, Georgia from which undercover drug transac-tions were conducted.

The owner of said property is purported to

## GINA MICHELLE BURNETTE

1637 by Log Creek Road Young Harris, Georgia 30582 Any party claiming an interest in said prop-erty is hereby further notified that you must file any claim in accordance with 0.C.G.A. \$16-13-49(n)(4) within 30 days of the sec-ond publication of this Notice of Seizure in the Neth Correit Neuro hy corving soid in the North Georgia News by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, return receipt requested. This 10th day of May, 2013. District Attorney Enotah Judicial Circuit SEIZING AGENCY: Inv. T. Miller

Inv. T. Miller Union County Sheriff's Office 940 Beasley Street Blairsville, Georgia 30512 (706) 439-6066 By: Cathy A. Cox-Brakefield Chief Assistant District Attorney 65 Countbeace Street Bay 6 65 Courthouse Street, Box 6 Blairsville, Georgia 30512 (706) 439-6027

### **NOTICE OF SALE UNDER POWER**

. ay15,22,29)B

## NOTICE OF INCORPORATION

Notice is given that articles of incorpora-tion to incorporate Burks Holdings South, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 57 Sears Way, Blairsville, Geor-gia 30512 and its initial registered agent at such address is Kenya L. Patton. PATTON & LANCE LAW FIRM, LLC

N(May8,15)E

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

USED FOR IMAI PURPUSE. Under and by virtue of the Power of Sale contained in a Security Deed given by El-sie K. Dean to Primary Capital Advisors LLC, dated September 5, 2001, recorded in Deed Book 387, Page 198, Union County, Georgia Records, as last transferred to JP-Morran Chase Bank, National Association Morgan Chase Bank, National Association by assignment recorded in Deed Book 931, Page 269, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-SEVEN THOUSAND AND amount of FIFTY-SEVEN THOUSAND AND 0/100 DOLLARS (\$57,000.00), with interest thereon as set forth therein, 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 June, 2013 the following described property. W 2013, the following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot in the 9th District, 1st Section, Land Lot 255 of Union County, Georgia, containing 1.0 acre, more or less, as shown on a plat of survey by B. Keith Rochester & Associ-ates, Inc., dated 5/11/87, revised 11/28/95, and recorded in Union County Records in Plat Book 34, Page 248. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above described property. The debt secured by 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 Security Deed and by law, in-cluding attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Associa-tion 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 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 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 navable) any matters which might be and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in pos-session of the property is Elsie K. Dean or a tenant or tenants and said property is more commonly known as 81 Young Cane 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 as Attornev in Fact for Elsie K. Dean Johnson & Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/rat 6/4/13 Our file

no. 1104212-FT20 N(May8,15,22,29)B

described property: Land situated in the County of Union in the

State of GA All that fract or parcel of land lying and be-ing in Land Lot 170 of the 9th District and 1st Section, Union County, Georgia, being Tract 1, containing 0.952 acres, more or less, and Tract 2, containing 2.621 acres, more or less, as shown on plat of survey entitled 'Survey for Dorothy P. Evans', dated April 26, 2006, recorded in Plat Book 60, Page 249, Union County, Georgia Deed Records. By said reference said plat is in-corporated herein and made a part hereof for a more complete metes and bounds description.

All that tract or parcel of land lying and being in Land Lot 170 of the 9th District and 1st Section of Union County, Georgia, being 0.778 acres, more or less, as shown on plat prepared by Southern Geosystems, Ltd., for Dorothy P. Evans, and recorded May 25, 2005, in Plat Book 58, Page 153, Union County, Georgia Records. By said reference said plat is incorporated herein and made a part hereof for a more complete metes and part hereof for a more complete metes and bounds description.

bounds description. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the nursees of naving the came and all 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). Your mortgage servicer can be contacted at (800) 508-0944 Option 4 - Loss Mitiga-tion Dept, or by writing to 1050 Woodward Avenue, Detroit, Michigan 48226, to discuss consult of the the service of the colourer possible alternatives to avoid foreclosure. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out

To the best knowledge and belief of the undersigned, the party in possession of the property is James Garland Jones and Carol Noore Demme or tenant(s); and said prop erty is more commonly known as 1252 Old Gum Log 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.

N(May8, 15, 22, 29)B

Quicken Loans Inc. as Attorney in Fact for James Garland Jones and Carol Moore Demme Brock & Scott, PLLC

4360 Chamblee Dunwoody Road Suite 310 Atlanta, GA 30341 3-726-9953 B&S file no.: 13-07507

N(May8,15,22,29)B

June, 2013, the following described prop-erty: 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 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 in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Wells Fargo Bank, N.A. is the belder of the Note and Security Deed to the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Lindsey A. Squire and Kyle R. Squire or a tenant or ten-ants and said property is more commonly known as 3995 Souther Forest, Blairsville, Geornia 30512 The sale will be conducted holder of the Note and Security Deed to the 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. Wells Fargo Bank, N.A. as the security deed, wells Fargo Bank, N.A. as Attorney in Fact for Lindsey A. Squire and Kyle R. Squire McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/dlc1 6/4/13 Our file no. 51216912-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 98 of Union County, Georgia, and being Lot 36 of Souther Mill Estates Subdivision, Lot so or source will estates subdivision, containing 1.133 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated June 2, 1995 and last revised January 13, 2004, and recorded in Union County Records in Plat Book 55, Deep 120: Ceid plat is resourced a basis. Page 136. 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 sub-division roads for ingress and egress to the above described property. MR/dlc1 6/4/13 Our file no. 51216912 - FT7

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 Cyn-thia P Abshier to Ocala National Bank, dat-ed July 3, 2006, recorded in Deed Book 655, Page 211, Union County, Georgia Records, as last transferred to MultiBank 2010-1 SFR Venture, LLC by assignment recorded as last transferred to MultiBank 2010-1 SFR Venture, LLC by assignment recorded in Deed Book 845, Page 650, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$141,500.00), with interest thereon as set forth therein, there will be sold at public outcry to the high-est bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale alternative, within the legal hours of sale on the first Tuesday in June, 2013, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all 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 valor-em 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. MultiBank 2010-1 SFR Venture, LLC is the holder of the Note and Security Deed to the property in accor-dance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, dance with UCUA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: RoundPoint Mortgage Servic-ing Corporation, 5032 Parkway Plaza Bou-levard, Suite 200, Charlotte, NC 28217, 704-426-8850. To the best knowledge and belief of the undersigned, the party in possession of the property is Cynthia P Abshier or a of the property is Cynnha P Abshier of a tenant or tenants and said property is more commonly known as 829 Trackrock Church Rd, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the helder of the countin deed MultiPant the holder of the security deed. MultiBank 2010-1 SFR Venture, LLC as Attorney in Fact for Cynthia P Abshier McCalla Raymer, LLC Tor Cynthia P Abshier McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/wrd 6/4/13 Our file no. 5461812-FT8 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 295 of Union County, Georgia, and being Lot 1 of Mossy Rock Subdivision, contain-ing 1.608 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated June 10, 2003, revised March 31, 2000 and recorded in Union County Re-cords in Plat Book 54, Page 209. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described monetry Also conveyed above described property. Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above de-scribed property. MR/wrd 6/4/13 Our file no.5461812 - FT8

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