North Georgia News

Legal Notices for June 4, 2014

STATE OF GEORGIA UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Wofford Kimsey Kelley,
All debtors and creditors of the estate of Wof-An debios and cleations on the estate of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to the Demand Representative(s). tate are required to make immedit to the Personal Representative(s). This 12th day of May, 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(May21,28,Jun4,11)B

NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in that certain Security Deed from Lon

tained in that certain Security Deed from Lon Dillard ("Grantor"), to and in favor of United Communitity Bank, dated July 24, 2009 and recorded in Deed Book 809, Page 357, Union County, Georgia records, (the "Security Deed"), as transferred to Asset Holding Company 5, LLC by that certain Assignment of Deed to Secure Debt recorded in Deed Book 843, Page 133, aforesaid records, as transferred to Great Oak Pool I LLC by that certain UCC Transfer Statement recorded in Deed Book 957, Page 560, aforesaid records, as to be assigned to

Statement recorded in Deed Book 957, Page 560, aforesaid records, as to be assigned to Great Oak GA Owner LLC ("Lender") by that certain Assignment of Security Deed and Other Loan Documents to be recorded in aforesaid records, securing that certain Promissory Note dated July 24, 2009, in the original principal amount of \$101,497.00, as amended, renewed, modified or otherwise restated (collectively

amount of \$101,497.00, as amended, renewed, modified or otherwise restated (collectively, 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 before the Courthouse door in Union County, Georgia, on the first Tuesday in July, 2014, the following described property (the "Premises") to wit:

July, 2014, the following described property (the "Premises") to wit: All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 60, of Union County, Georgia, and being further identified as Lot 17, containing 1.133 acre more or less, and Lot 19, containing 1.022 acre more or less, of Choestoe Valley View Subdivision, as shown on a plat of survey by Rochester and Associates, Inc., dated August 19, 2003, and recorded in Union County, Georgia records in Plat Book 55, at Page 328. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the

for a complete and accurate description of the

above conveyed property.

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

If and as modified and released as shown in

the first paragraph above; FURTHER LESS AND EXCEPT that property, if

any, released of record; TOGETHER WITH ANY AND ALL of the following:

(i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances helpoging the present or in any wise annexts;

belonging thereunto or in any wise appertain-ing thereto and the reversion and reversions, remainder or remainders thereof; (iii) all rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part

or parcel thereof or any buildings, structures

or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon,

hereafter located thereon, or in or on the build-ings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equip-ment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the build-ings structures or other improvements now.

ings. structures or other improvements now or

hereafter located thereon or any part or parcel

The indebtedness evidenced by the Note is due and payable and remains unpaid. The Security

Deed therefore has become and is now fore closable 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 Security Bood

vided in the Security Deed.
The Premises will be sold on an "as is, where

is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever 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 attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor.

vided in the Note and Security Deed. The Pentises shall be sold as the property of Grantor, subject to all restrictions, easements and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state

ad valorem taxes or assessments relating to

the Premises.
The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Great Oak GA Owner LLC, Edward Wacker, 1591 Hayley Lane, Suite 102, Ft. Myers, FL 33907; (239) 288-4454. Please

understand that the secured creditor is not

required by law to regulated, alternal, or incomy the terms of the mortgage instrument. To the best knowledge and belief of the under-signed, the party in possession of the Prem-ises is Grantor or a tenant or tenants and said

property is more commonly known as Lots 17 and 19, Choestoe Valley View Subdivision,

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

IMAI POHPUSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Eddie G.
Rich and Marie A. Rich to Mortgage Electronic
Registration Systems, Inc. as nominee for De-cision One Mortgage Company, LLC, its suc-

cessors and assigns, dated August 13, 2005, recorded in Deed Book 599, Page 354, Union County, Georgia Records, as last transferred to U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust by assignment to be recorded in the Office of the Clerk of Superior County Living County (County).

Court of Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THREE THOUSAND THREE HUNDRED AND 0/100 DOLLARS (\$203,300.00), with interest thereon as set forth therein, there will be selded to the bidden of the county of the coun

terest mereon as set form therein, there will be sold at public outcry to the highest 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 but 2014.

lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in July, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees (notice of intent to collect attorney's fees (notice of intent to 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. U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust is the holder of the 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 mortuace

erty in accordance with OČGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma City, OK 73134, 858-649-5829. To the best knowledge and belief of the undersigned, the party in possession of the property is Eddle G. Rich and Marie A. Rich or a tenant or tenants and said property is more commonly known as 2771 Murphy Hwy, 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

the sale is not prohibited under the U.S. Bank-ruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust as Attorney in Fact for Eddie G. Rich and Marie A. Rich McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/crp1 7/1/14 Our file no. 53261308-F18 EXHIBIT "A" The land referred to in this commitment is described as follows: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 172 of Union County, Georgia, as shown on a plat

of Union County, Georgia, as shown on a plat of survey by B. Hunt, Union County Surveyor, dated December, 1981, recorded in Plat Book O, Page 176, Union County records and more particularly described as follows: Beginning at the intersection of Land Lots 152, 153, 172 & 173, thereas

the intersection of Land Lots 152, 153, 172 & 173; thence south 41 degrees 09 minutes east, 1980.1 feet to a point; thence north 55 degrees 00 minute east, 50 feet to an iron pin and the true point of beginning; thence north 55 degrees 00 minute east, 632 feet to a concrete post on the right of way of U.S. Highway 19 and 129; thence along the right of way south 22 degrees 40 minutes east, 420.0 feet to a concrete post; thence leaving the right of way south 64 degrees 00 minute west, 683.67 feet to an iron pin, thence north 11 degrees 19 minutes west, 331.19 feet to the true point of beginning. MR/crp1 7/1/14 Our file no. 53261308 - FT8

crp1 7/1/14 Our file no. 53261308 - FT8 N(Jun4,11,18,25)B

Pursuant to the Power of Sale contained in a

Pursuant to the Power of Sale contained in a Security Deed given by Wilfredo Liorente and Nora Gonzalez to Mortgage Electronic Regis-tration Systems, Inc. as nominee for NetBank dated 8/31/2005 and recorded in Deed Book 601 Page 192, UNION County, Georgia records;

but Page 192, union county, deorgia records; as last transferred to or acquired by Ocwen Loan Servicing, LLC, conveying the after-described property to secure a Note in the original principal amount of \$156,000.00, with interest at the rate specified therein, there will

be sold by the undersigned at public outcry to the highest bidder for cash before the Court-

house door of UNION County, Georgia, within the legal hours of sale on July 01, 2014 (be-ing the first Tuesday of said month unless said date falls on a Federal Holiday), the following

described property:

All that tract or parcel of land lying and being in Land Lots 62 & 63, 10th District, 1st Section, Union County, Georgia containing 1.50 acres and being shown as Tract One (1) on a plat of survey by Blue Ridge Mountain Surveying, Inc., RS #3007, dated 8/5/05 and recorded in Net Role Exp.

Inc., RS #3007, dated 8/5/05 and recordéd in Plat Book 52, page 190 Union County records, which description on said plat is hereby incorporated by reference and made a part hereof. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attor-

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 3332 Mulkey Gap Road, Blairsville, GA 30512 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Nora Gonzalez and Wilfredo E. Llorente or tenant or tenants.

GMAC Mortgage, LLC is the entity or individual

distance with designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

GMAC Mortgage, LLC Loss Mitigation

(800) 850-4622
Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.
Said property will be sold subject to: (a) any

Satu property win be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of re-

which may not be of record, (c) the right of re-demption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and mat-ters of record superior to the Security Deed

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

loan as provided immediately above. Ocwen Loan Servicing, LLC as agent and Attorney in Fact for Wilfredo Llorente and Nora

Gonzalez Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1165-5480A

1165-5480A
THIS LAW FIRM MAY BE ACTING AS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED
FOR THAT PURPOSE. 1165-5480A

3451 Hammond Avenue Waterloo, IA 50702 (800) 850-4622

described property:

NOTICE OF SALE UNDER POWER,

Blairsville, GA 30512.
Great Oak GA Owner LLC
as Attorney-in-Fact for

N(Jun4,11,18,25)B

THAT PURPOSE.

Lon billaru Lisa A. Frank, Esq. McCalla Raymer, LLC 900 Holcomb Woods Parkway Roswell, Georgia 30076 (678) 281-6503

NOTICE OF SALE LINDER POWER

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Eugene George Stark
All debtors and creditors of the estate of Eugene George Stark,
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 the law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).

This 30th day of May, 2014.

By: Kristin Stanley,

Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Garland Charles Griffin
All debtors and creditors of the estate of Garland Charles Griffin, 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 the law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).

This 30th day of May, 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 STATE OF GEORGIA

UNION COUNTY
MOTICE TO DEBTORS AND CREDITORS
RE: Estate of Royna Mae Cobb,
All debtors and creditors of the estate of
Royna Mae Cobb, 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 their demands and payments to the Personal Representative(s) of the estate, according to the law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). This 20th day of May, 2014.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Jun4,11,18,25)B STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Mark James Patterson,
All debtors and creditors of the estate of Mark
James Patterson, 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
the law, and all persons indebted to said estate are required to make immediate payment
to the Personal Representative(s).
This 19th day of May, 2014. This 19th day of May, 2014. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite Blairsville, GA 30512 NOTICE OF UNCLAIMED PROPERTY NOTICE OF UNCLAIMED PROPERTY
VALUE AT MORE THAN \$75
Pursuant to O.C.G.A 17-5-54, any party claiming an interest in the following property is hereby notified that on January 1, 2014, said property was located in the evidence room of the Union County Sheriff's Office in Union County. Georgia.

County, Georgia.

1) White beaded necklace with white metal fish clasp.

2) Woman's white and yellow metal watch 3) Yellow metal watch with black face 3) reliow metal watch with black race
4) Post style ear ring made of yellow metal
with blue/clear stone
5) Yellow metal earring with (5) yellow stones
6) White pear shaped metal earring
7) (2) Christmas candy cane post earring with

7) (2) Christmas candy cane post earring with white metal and a clear stone.
8) Turquoise earring with white metal
9) White Bead earring, post style
10) 2 Hoop style, white metal earring
11) Metal religious cross pendant
12) White metal ring with white stone
13) White metal ring with white bead
14) White metal ring with weave style
15) Yellow metal post earring with clear stone
16) White metal post style earring with chain
and white stone attached and white stone attached

17) (3) pieces of scrap jewelry
Any party claiming an interest in said property
is hereby further notified that you must file a
claim in accordance with O.C.G.A. 17- within

30 days of the fourth publication of the No-tice of Disposition of Unclaimed Property in the North Georgia News by serving said claim to the undersigned seizing agency by certified mail, return receipt requested. The serial numbers to the above listed items have been partially hidden, owner must be able to prove which case the items was seized from or have valid proof of purchase indicating the complete cerial number. plete serial number. Mack Mason, Sheriff 378 Beasley Street Blairsville, Ga. 3051 (706)439-6066 NOTICE OF INTENT TO DISSOLVE

was not required. Billy J. England, Single Owner NOTICE OF PETITION TO CHANGE NAME STATE OF GEORGIA COUNTY OF UNION

The name of the corporation is England Equipment Repair & Welding, Inc. FEIN 45-2832383.

The date the dissolution was authorized was: March 3, 2014. Approval of the shareholders

COUNTY OF UNION
14-CV-237-MM
Notice is hereby given that A. Louise Copp, the
undersigned, filed her petition to the Superior
Court of Union County, Georgia, on the 8th day
of May, 2014, praying for a change in the name
of Petition from A. Louise Copp to Louise A.
Copp. Notice is hereby given pursuant to law
to any interested or affected party to appear
in said Court and to file objections to such
name change. Objections must be filed with name change. Objections must be filed with said Court within 30 days of the filing of said salu court within 30 days petition. This 8th day of May, 2014. Judy Odom, Clerk Superior Court Union County, Georgia

UNION COUNTY NOTICE TO PAULA MICHELE HAMMOND A Pre-Warrant hearing will be held in Magis-trate Court on June 24, 2014 at 2 p.m. to detrate vourt oil sufficient probable cause exists to warrant your arrest for the offense of Endangering Security Interest O.C.G.A. §§ 16-9-51.

By: Barbara Holbrooks, Deputy Clerk of the Union County Magistrate Court 65 Courthouse Street, Suite 10 Blairsville, GA 30512 706-439-6008 STATE OF GEORGIA

N(May14,21,28,Jun4)F

STATE OF GEORGIA

UNION COUNTY NOTICE TO MELVIN MASHBURN A Pre-Warrant hearing will be held in Magis-trate Court on June 24, 2014 at 2 p.m. to de-termine if sufficient probable cause exists to warrant your arrest for the offense of Endanwariant your artest for the offices of offices of the offices of the Union County Magistrate Court 66 Courthouse Street, Suite 10 Blairsville, GA 30512 706-439-6008

NOTICE OF UNCLAIMED PROPERTY VALUE AT MORE THAN \$75
Pursuant to O.C.G.A 17-5-54, any party claiming an interest in the following property is hereby notified that on January 1, 2014, said property was located in the evidence room of the Union County Sheriff's Office in Union County, Georgia. Property Description Owner High Standard .22 Caliber Revolver, serial 3 1491456 Reid Thomas Little

1491490 Held Inomas Little Colt IV .45 ACP Service 80 Pistol, serial # FAD2235 Levion Doucette Taurus .38 Revolver, Serial # HE3771 James Shubert, Amanda Shubert, Daniel Billy and Gayla Garrett New Johnson cadet, serial # H93455 Duane 357 Taurus Revolver, serial # UA865826 Wil-liam A. Honkins and Gratekan T. W. liam A. Hopkins and Gretchen M. Vaughn Cobra ...380 Pistol, serial # CPD37506 Timothy Cobra .380 Pistol, Serial # CP036117 Timothy

Dowell
AMAC Pony .380 caliber, serial # IJ001989 Joseph A. Hamilton
Any party claiming an interest in said property is hereby further notified that you must file a claim in accordance with 0.C.G.A. 17- within 30 days of the fourth publication of the Notice of Disposition of Unclaimed Property in the North Georgia News by serving said claim to the undersigned seizing agency by certified mail, return receipt requested. The serial numbers to the above listed items have been numbers to the above listed items have been partially hidden, owner must be able to prove which case the items was seized from or have valid proof of purchase indicating the complete serial number. Mack Mason, Sheriff Union County, Ga. 378 Beasley Street (706)439-6066

NOTICE TO THE PUBLIC NOTICE TO THE PUBLIC YOU ARE HEREBY NOTIFIED that on the 19th day of June, 2014, at 9:00 A.M., at the Union County Courthouse in the City of Blairsville, Georgia, the presiding Judge of the Superior Court of Union County will hear the case of the STATE OF GEORGIA, Plaintiff, v. Development Author-

Union County will hear the case of the STATE OF GEORGIA, Plaintiff, v. Development Authority of Union County and Atlanta Area Council, Inc., Boy Scouts of America, Defendants, Civil Action File No. 14-CV-274-SG, in the Superior Court of Union County, the same being a proceeding to confirm and validate a Development Authority of Union County Refunding Revenue Bond (Atlanta Area Council, Inc., Boy Scouts of America Project), Series 2014 (the "Bond"), in the principal amount of \$3,210,000. The Bond is to be issued by the Development Authority of Union County (the "Issuer") for the purpose of refunding all of the Development Authority of Union County (the "Issuer") for the purpose of refunding all of the Development Authority of Union County Refunding Revenue Bond (Atlanta Area Council, Inc., Boy Scouts of America Project), Series 2010 (the "Series 2010 Bond"), currently outstanding in the aggregate principal amount of \$3,210,000, the proceeds of which were applied to finance or refinance the acquisition, construction and equipping of capital improvements to Camp Woodruff located in Union County, Georgia. The Series 2010 Bond will be refunded by the Issuer for the benefit of Atlanta Area Council, Inc., Boy Scouts of America, a Georgia nonprofit capitalion (the "Company"), pursuant to a Facilities Scouts of America, a Georgia nonprofit corpo-Scours of America, a Georgia nonprofit corpo-ration (the "Company"), pursuant to a Facilities Financing Agreement, to be dated as of June 1, 2014 (the "Agreement"). In said proceeding the Court will also pass upon the validity of the Agreement and a Pledge and Assignment in connection therewith. in connection therewith.

The Bond will not constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia or any political subdivision thereof, including Union County, Georgia, but will constitute a limited obligation of the Issuer and will be payable solely from amounts owing and will be payable solely from amounts owing from the Company pursuant to the Agreement and specific property assigned and pledged to the payment thereof. Neither the State of Georgia, nor any political subdivision thereof, including Union County, Georgia, shall be sub-ject to any pecuniary liability thereon, nor shall the Bond constitute a charge, lien or encum-brance upon any property of the Issuer, said State or said County other than amounts owing from the Company pursuant to the Agreement assigned and pledged to the payment thereof. No owner of the Bond shall ever have the right to compel the exercise of the taxing power of

No owner of the Bond shall ever have the right to compel the exercise of the taxing power of said State or said County to pay the same or the interest thereon.

Any citizen of the State of Georgia residing in Union County, Georgia, or any other person wherever residing who has a right to object, may intervene and become a party to this proceeding.

The ISSUER will not conduct any performance audit or performance review with respect to the Bond as such terms are described in Section 36-82-100, Official Code of Georgia Annotated. notated. notated. This 30th day of May, 2014. Judy L. Odom Clerk, Superior Court, Union County, Georgia

NOTICE OF SALE NOTICE OF SALE
Notice is given that Gumlog Storage will sell
the contents of rental unit #17, said contents
belonging to Tony Bittenbinder. Said sale shall
take place on Saturday, June 21, 2014 at 9am
outside the Gumlog Storage Units located at
the intersection of 129N (Murphy Hwy) and
Gumlog Road, Blairsville, Georgia. **NOTICE OF SALE UNDER POWER** THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Donald Clark Wintermute to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK, dated August 09, COMPANY AS TRUSTE FOR INJUSTED AND AS THE STREET OF THE ST 2005-1 by assignment recorded or to be re-corded, Union County, Georgia records convey-ing the after-described property to secure a Note in the original principal amount of EIGHTY THREE THOUSAND AND NO/100THS DOLLARS SR3,000.00); with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia, within the legal hours of sale on the first Tuesday in July, 2014 the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND REING IN THE GTY INSTRUCT ATT SECTION. ALL INAI INAI ON FARGEL OF LAW LINU
AND BEING IN THE 9TH DISTRICT, 1ST SECTION,
LAND LOT 80 OF UNION COUNTY, GEORGIA,
CONTAINING 0.84 ACRE, MORE OR LESS, AND
BEING LOT #7 OF THE FOOTHILLS, AS SHOWN
ON PLAT OF SURVEY BY TIMOTHY PRESCOTT
CABLE, GEORGIA R.L.S. #2582, OF TIM CABLE
SUBMERIED DATED ERBULARY 4.3000 AND CABLE, GEORGIA R.L.S. #2982, UF TIM CABLE SURVEYING, DATED FEBRUARY 1, 2000 AND RECORDED SEPTEMBER 14, 2000 IN PLAT BOOK 46, PAGE 110, UNION COUNTY, GEOR-GIA RECORDS. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE-DESCRIBED PROPERTY.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in 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 outsaid property will be sold subject to any our-standing 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 prop-erty, any assessments, liens, encumbrances,

zoning ordinances, restrictions, covenants, and matters of record superior to the Security The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LtC, Attention: Home Retention Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Fax 407-737-5693. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument.

To the best knowledge and belief of the under-signed, the parties in possession of the prop-erty are Donald Clark Wintermute or a tenant or tenants and said property is more common-ly known as 5335 Foothills Trail, Blairsville, GA

30912.
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.

DEUTSCHE BANK NATIONAL TRUST COMPANY

ACCUMPANY REPORTSCHE FOR INDIVIDUAL TRUST COMPANY AS TRUSTEE FOR INDYMAC INDB MORTGAGE AS TRUSTEE FUN INDTINIAC INDID MICHTURAL LOAN TRUST 2005-1,MORTGAGE PAS THROUGH CERTIFICATES SERIES INDB 2005-As Attorney in Fact for Donald Clark Winter-Weissman, Nowack, Curry & Wilco, PC Attn: Ocwen Team One Alliance Center 3500 Lenox Road Atlanta, GA 30326 Our File# 020361

NOTICE OF SALE UNDER POWER

THAT PURPOSE.

THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Herbert Ernst to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AMERICAN BROKERS CONDUIT, dated April 17, 2007, recorded in Deed Book 704, Page 98, Union County, Georgia records, as last transferred to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSET TRUST 2007-4 by assignment recorded or to be recorded, Union County, Georgia records conveying the after-described prop-

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

ords conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00); 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 July, 2014 the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 10TH DISTRICT, 1ST SECTION, LAND LOT 84 OF UNION COUNTY, GEORGIA, AND BEING LOT 1 OF STONEBRIDGE DEVELOPMENT. BEING LOT 1 OF STONEBRIDGE DEVELOPMENT, CONTAINING 0.82 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY BLAIRSVILLE SURVEYING CO., DATED OCTOBER 23, 1992, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 27, PAGE 188. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

ALSO CONVEYED IS A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROAD FOR INGRESS AND EGRESS TO **DIVISION ROAD FOR INGRESS AND EGRESS TO** DIVISION ROAD FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and to pay the indeptedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's ney's fees (notice of intent to collect attorney's fees having been given).

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

Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LLC, Attention: Home Retention Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Fax 407-737-5693. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument.

To the best knowledge and belief of the undersigned, the parties in possession of the property are Herbert Ernst or a tenant or tenants and said property is more commonly known as 44 Miller Cove Branch Rd, 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 con-firmation and audit of the status of the loan with the holder of the security deed.
DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE FOR AMERICAN HOME MORTGAGE ASSET TRUST 2007-4
As Attorney in Fact for Herbert Ernst Weissman, Nowack, Curry & Wilco, PC Attn: Ocwen Team

3500 Lenox Road Atlanta, GA 30326 (866) 357-8501 Our File# 019202 N(Jun4,11,18,25)B NOTICE OF SALE UNDER POWER By virtue of the power of sale contained in that certain Deed to Secure Debt from BIRDIE M. WHITE to MORTGAGE ELECTRONIC REGISTRA-

One Alliance Center

TION SYSTEMS, INC., AS NOMINEE FOR PRIMA-RY CAPITAL ADVISORS, LC dated June 24, 2003, filed for record June 30, 2003, and recorded in Deed Book 475, Page 359, UNION County, Geor-Deed Book 4/5, Page 359, UNION County, Georgia Records, and as re-recorded in the Deed Book 496, Page 197, UNION County, Georgia Records, as last transferred to BANK OF NEW YORK AS TRUSTEE FOR THE STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-31A by assignment recorded in Deed Book 958, Page 472, UNION County, Georgia Records, said Deed to Secure Debt having been given to secure a Note dated June 24, 2003 in the original principal sum of TWO HUNDRED FIFTY AND O/100 DOLLARS (\$219,250.00), with interest from date at the rate stated in said Note on the unpaid balance until paid, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at UNION County, Georgia, within the legal hours of sale on the first Tuesday in July, 2014, the following described property: gia Records, and as re-recorded in the Deed following described property: ALL THAT TRACT OR PARCEL OF LAND LYING ALL THAT TRACT OR PARCÉL OF LAND LYING AND BEING IN LAND LOT 184, 9TH DISTRICT, 1ST SECTION, UNION COUNTY, ECORGIA, BEING SHOWN AS TRACT ONE (1) CONTAINING 0.51 ACRE, ALSO KNOWN AS LOT D, AS SHOWN ON A PLAT OF SURVEY BY BLAIRSVILLE SURVEYING CO., RS #2228, DATED JUNE 2, 1997, LAST REVISED JUNE 6, 1997, AS RECORDED IN PLAT BOOK 39, PAGE 37, UNION COUNTY RECORDS. SUBJECT TO A 30-FOOT ROAD AND UTILITY EASEMENT AS SHOWN ON PLAT. SUBJECT TO THE WATER METER AS SHOWN ON PLAT.
SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 132, PAGE 565, UNION COUNTY RECORDS. SUBJECT TO AN EASEMENT TO TVA BELOW THE 1780 CONTOUR OF LAKE NOTTLEY AS SHOWN To the best of the knowledge and belief of the undersigned, the party in possession of the property is BIRDIE M. WHITE or a tenant or ten-

ants. Said property is more commonly known as: 6890 HONAKER DRIVE 4, BLAIRSVILLE, GA The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments on said loan. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorney's fees (notice of intent to collect attorney's fees having been given)

attorney's fees having been given).
The individual or entity that has full authority to negotiate, amend, and modify all terms of the loan is CITIMORTGAGE, INC., 5280 CORPORATE DR, FREDERICK, MD 21703-8351; (866) Said property will be sold subject to any outsatu property win be sold subject to any our-standing ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any tax-ing authority, any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, enor the property, any assessments, liens, en-cumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The sale will be conducted subject (1) to con-firmation that the sale is not prohibited under

ntrmation 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. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and without features described for the state of Secretary d other foreclosure documents may not be pro-vided until final confirmation and audit of the status of the loan as provided in the precedi Status of the loan as provided in the property of Birdle M. White.

Said property will be sold as the property of Birdle M. White.

BANK OF NEW YORK AS TRUSTEE FOR THE STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-31A

6 Athrinev-in-Fact for As Attorney-in-Fact for BIRDIE M. WHITE

Phelan Hallinan & Jones, LLC
303 Perimeter Center North, Suite 800 Atlanta, GA 30346 Telephone: 770-393-4300 Fax: 770-393-4310 PH # 18802 This law firm is acting as a debt collector. Any information obtained will be used for that N(Jun4,11,18,25)B

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

NOTICE OF SALE UNDER POWER

THAT PURPOSE.

THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Brandon Scott Armstrong to Mortgage Electronic Registration Systems, Inc., as nominee for Unity Community Mortgage Services, Inc., its successors and assigns, dated March 4, 2010, recorded in Deed Book 827, Page 518, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 969, Page 246, Union County, Georgia Records, conveying the after-described property to secure a Note 246, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED FORTY AND 0/100 DOLLARS (\$165,240.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in July, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default this calc will ner provided in the Note and Security Deed.
The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees into the provided in the security of the s having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, any unbraces and payables are the control of the property. encumbrances, zoning ordinances, restric-tions, covenants, and matters of record superior to the Security Deed first set out above.

JPMorgan Chase Bank, N.A. is the holder of the
Security Deed to the property in accordance
with OCGA § 44-14-162.2. The entity that has with OLGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. To the best knowledge and belief of the undersigned, the party in possession of the property is Brandon Scott Armstrong or a tenter transparts and said arong the improcess.

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 of the loan with the noticer of the security deed. JPMorgan Chase Bank, N.A. as Attorney in Fact for Brandon Scott Armstrong McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurerbottine.net MR/lee 7/1/14 Our file no. 5228814-FT3 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 233 and 236, 8th District, 1st Section, Union County, Georgia, and being Lot Eleven (11), containing 1.040 acres, as shown on a plat of survey for Mystic Ridge Subdivision, Cleveland & Cox Land Surveying, LLC, Pobert S. Cleveland & R. L. S. 2804, dated Livid Robert S. Cleveland, G.R.L.S. 2894, dated July 24, 2006, and filed of record March 1, 2007 in Plat Book 59, Pages 188-191 in the Office of the Clerk of Superior Court, Union County, Georgia. Said is incorporated herein, by reference hereto, for a full and complete description of the above property. Grantor grants to Grantee the right to use the subdivision roads as shown on that certain plat of survey for Mystic Ridge Subdivision, dated July 24, 2006, and filed of record March 1, 2007 in Plat Book 59, Pages 188-191 in the Office of the Clerk of Superior Court, Union County, Georgia. Granton also grants to Grantee an easement across the also grants to Grantee an easement across the above described property as shown on that plat of survey for Mystic Ridge Subdivision, dated November 28, 2007 and filed of record November 28, 2007 in the Plat Book 60, Page 173 in the Office of the Clerk of Superior Court, Union County, Georgia. MR/lee 7/1/14 Our file no. 5228814 - FT3 N(Jun4,11,18,25)B **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA STATE OF GEORGIA
COUNTY OF UNION
Because of a default in the payment of the
indebtedness secured by a Security Deed
executed by Wendy Callaway and Michael C.
Callaway, Jr. to Mortgage Electronic Registra-

ton Systems, Inc. as nominee for Americas First Home Mortgage Co. dated August 25, 2005, and recorded in Deed Book 601, Page 75, Union County Records, said Security Deed hav-ing been last sold, assigned, transferred and conveyed to Wells Fargo Bank, N.A. by Assignment, securing a Note in the original principal amount of \$83,500.00, the holder thereof pur-suant to said Deed 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, July 1, 2014, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 234 of Union County, Georgia, containing 1.017 acres, more or less, and being more particu-larly described as follows: BEGINNING at the intersection of the West right of way of Guffey Valley Road and the North right of way of Old Valley Noad at the North right of Way of Old Smokey Road; thence following the North right of way of Old Smokey Road five (5) courses and distances, \$ 85 26 37 W 59.16 feet, \$ 82 02 42 W 49.17 feet \$ 79 19 19 W 63.38 feet, \$ 78 42 50 W 45.53 feet, \$ 78 09 02 W 10.34 feet; thence N 08 25 51 W 120.31 feet; thence N 17 24 27 W 99.69 feet; thence S 84 35 21 E 274.06 feet to the West right of way of Guffey Valley Road; thence following the West right of way of Guffey Valley Road two (2) courses and distances, S 00 00 25 E 63.22 feet, S 00 25 00 W

way or duriney valley holds two (2) courses and distances, S 00 00 25 E 63.22 feet, S 00 25 00 W 90.79 feet to the point of beginning. Subject to a roadway easement as shown on the plat. Said property is known as 41 Hudson Queen Drive fka 1430 Hudson Queen Drive, Blairsville, GA 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 (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 assessments, 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, penses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the secured credito The property is or may be in the possession of Peggy N. Callaway, successor in interest or

SHAPIRO, SWERTFEGER & HASTY, LLP* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/KMM (170) 220-2337MMM www.swertfeger.net *The Law firm is acting as a debt collec-tor. Any information obtained will be used for that purpose. STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT

Wells Fargo Bank, N.A. as Attorney-in-Fact for

Wendy Callaway and Michael C. Callaway, Jr. File no. 13-042821

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Billy Floyd and Linda S. Floyd to CitiFinancial Services, Inc. in the original principal amount of \$73,006.49 dated 10/11/2006, and secondar in Deed Beach 672 news 500 Union

amount of \$73,006.49 dated 10/11/2006, and recorded in Deed Book 673, page 594, Union County records, said Security Deed being last transferred and assigned to CitiFinancial Servicing, LLC, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of the 2014 by CitiFinancial Servicing LLC, as July, 2014 by CitiFinancial Servicing, LLC., as Attorney-in-Fact for Billy Floyd and Linda S. Floyd the following described property: 5.426 acres more or less in Land Lot #19 & 36, District 8, Section 1, Union County, Georgia, be-District 8, Section 1, Union County, Georgia, De-ing Lot #1 on that plat of survey prepared by Bruce Hunt, dated September 1982, and more particularly described as follows: Beginning on the Southwest right of way of Smith Bridge Road, S 49° 45° E 64.0 feet; thence S 64° 00° E 55.0 feet; thence S 78° 00° E 58.0 feet; thence N 82° 00° E 103.0 feet; thence N 72° 00° E 1770 feet; thence N 68° 30° E 233.0 50.0 feet, thence N & 50 to 2 to 3.0 feet, hence N 66° 30° E 223.0 feet to an iron Pin set on the South right of way line of Smith Bridge Road; thence South 422.31 feet to an Iron Pin set; thence South 42.31 feet to an Iron Pin found; thence S 57° 45′ W 203.0 feet; thence N 5° 18′ W 525.79 feet to the point of the beginning.
Property known as: 2083 Tate Rd, Blairsville,

GA 30512
The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law), The property will be sold as the property of Billy Floyd and Linda S. Floyd subject to the following: only rioyu and Linda S. Floyd subject to the following:

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

property, (4) the outstanding ad variore traces and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above. Pursuant to 0.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is: CitiFinancial Services, Inc. Fort Mill, SC 29715 PH: 877-675-3656 Pursuant to 0.C.G.A Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify

said indebtedness.

To the best of the undersigned's knowledge no the best of the undersigned's knowledge and belief, the party in possession is Billy Floyd and Linda S. Floyd. CitiFinancial Servicing, LLC., as Attorney-in-fact for Billy Floyd and Linda S. Floyd. This law firm is acting as a debt collector at-tempting to collect a debt, any information obtained will be used for that purpose.
Pendergast & Associates, P.C.
115 Perimeter Center Place

South Terraces, Suite 1000 Atlanta, GA 30346 Phone - 770-392-0398 Toll Free - 866-999-7088 www.penderlaw.com Our File No. 14-02201-1

COUNTY OF UNION NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from FRANK R. MILL-

STATE OF GEORGIA

ER, JR. to Appalachian Community Bank dated August 23, 2007, recorded August 31, 2007, in Deed Book 725, Page 237, Union County, Georgia records, as transferred to Community & Southern Bank pursuant to that certain Pur-March 19, 2010, by and among Community & Southern Bank, The Federal Deposit Insurance Corporation, Receiver of Appalachian Community Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded to Dood Back 825 Back 2014 Missing Country Bank 201 in Deed Book 835, Page 291, Union County Records; said Security Deed modified by Modifi-cation Agreement from and FRANK R. MILLER, JR. and LINDA DARLEEN LEE dated December 7, 2012, recorded in Deed Book 925, Page 650, Union County, Georgia records, said Security Deed being given to secure a Note from FRANK R. MILLER and LINDA D. LEE dated Decmeber 7, 2012 in the original principal amount of Sixty Two Thousand Four Hundred Forty One and 44/100 (\$62,441.44) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in July, 2014, the of sale of the instruction in Sun, 2014, the following described property:

All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 80, of Union County, Georgia, containing 21.32 acres more or less, as shown on a plat of survey by M. E. Richards, Union County, Georgia Land Surveyer dated lune 3 1985 and regarded in Surveyor, dated June 3, 1985, and recorded in Union County, Georgia records in Plat Book P, Page 168. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property.
Also conveyed is a non-exclusive perpetual easement for the use of subdivision roads for ingress and egress to the above described property.
LESS AND EXCEPT:

of Union County, Georgia, containing 1.45 acre more or less, being further identified as Tract "A", and containing 4.24 acres more or less, being further identified as Tract "B", as shown on a plat of survey by Blairsville Surveying Co., dated October 29, 1993 and last revised March 25, 2003, and recorded in Union County, Georgia records in Plat Book 51, Page 172. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property. ant or tenants and said property is more com-monly known as 25 Sawbriar Lane, Blairsville, schiptor to the reservation of ingress and egress by Fred L. Miller, his heirs or assigns as recorded in Union County, Georgia records in Deed Book 138, Page 243.

Also conveyed is a nonexclusive perpetual easement for ingress and egress to the above described property. easement for ingress and egress to the above described property.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions. cumbrances, zoning ordinances, restrictions covenants. and matters of record superior to

All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 80,

the Security Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property is FRANK R. MILLER, JR. and LINDA DARLEEN LEE or a tenant or tenants.
COMMUNITY & SOUTHERN BANK,
as attorney in Fact for FRANK R. MILLER, JR.
and LINDA DARLEEN LEE L. Lou Allen Stites & Harbison, PLLC 520 West Main Street 520 West Main Subert Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00528 This Law Firm Is attempting to collect a DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER

billiter and by whee of the power of sale contained in that certain Security Deed from Lon Dillard ("Grantor"), to and in favor of United Community Bank, dated September 18, 2002 and recorded in Deed Book 433, Page 43, Union County, Georgia records, as modified by that certain Modification of Security Deed dated August 5, 2004, recorded in Deed Book 540, Page 773, aforesaid records and re-recorded in Deed Book 596, Page 459, aforesaid records, as further modified by that certain Modifica-tion of Security Deed dated August 5, 2004 and recorded in Deed Book 598, Page 678, aforesaid records, as further modified by that certain Modification of Security Deed dated certain Modification of Security Deed dated December 12, 2005and recorded in Deed Book 625, Page 671, aforesaid records; as further modified by that certain Modification of Security Deed dated August 5, 2006 and recorded in Deed Book 664, Page 186, aforesaid records; as further modified by that certain Modification of Security Deed dated November 22, 2006 and recorded in Deed Book 680, Page 189, aforesaid records; as further modified by that certain Modification of Security Deed dated certain Modification of Security Deed dated December 12, 2006 and recorded in Deed Book 685, Page 226, aforesaid records; as further modified by that certain Modification of Security Deed dated March 12, 2007 and recorded in Deed Book 697, Page 7, aforesaid records; as further modified by that certain Modification of Security Deed dated November 22, 2007 and recorded in Deed Book 739, Page 430, aforesaid records; as further modified by that certain Modification of Security Deed dated January 11, 2008 and recorded in Deed Book 745, Page 39, aforesaid records; as further modified by that certain Modification of Security Deed dated January 11, 2008 and recorded in Deed Book 745, Page 39, aforesaid records; as further modified by that certain Modification of Security Deed dated January 11, 2008 and recorded in Deed Book 745, Page 39, aforesaid records; as further modified by that certain Modification of Security certain Modification of Security Deed dated modified by that certain Modification of Security Deed dated March 12, 2008 and recorded in Deed Book 753, Page 703, aforesaid records; as further modified by that certain Modification of Security Deed dated August 20, 2008 and recorded in Deed Book 773, Page 714, aforesaid records; as further modified by that certain Modification of Security Deed dated November 21, 2008 and recorded in Deed Book 784, Page 746, aforesaid records; as further modified by that certain Modification of Security Deed dated March 12, 2009 and recorded in Deed dated March 12, 2009 and recorded in Deed modified by that certain Modification of Secu Abo, aforesaid records; as furtner modified by that certain Modification of Security Deed dated March 12, 2009 and recorded in Deed Book 798, Page 573, aforesaid records; as furtner modified by that certain Modification of Security Deed dated August 19, 2009, recorded in Deed Book 814, Page 490 and re-recorded in Deed Book 815, Page 193, aforesaid records; as further modified by that certain Modification of Security Deed dated December 3, 2009 and recorded in Deed Book 824, Page 555, aforesaid records (collectively, the "Security Deed"), as transferred to Asset Holding Company 5, LLC by that certain Assignment of Deed to Secure Debt recorded in Deed Book 843, Page 108, aforesaid records, as transferred to Great 0ak Pool I LLC by that certain UCC Transfer Statement recorded in Deed Book 957, Page 550, aforesaid records, as to be assigned to Great 0ak GA Owner LLC ("Lender") by that certain Assignment of Security Deed and Other Loan Documents to be recorded in aforesaid Loan Documents to be recorded in aforesaid records, securing that certain promissory note dated September 18, 2002, in the original principal amount of \$201,029,00, as amended, renewed, modified or otherwise restated (collectivable the Midself). tively, 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 le-gal hours for sale before the Courthouse door in Union County, Georgia, on the first Tuesday in July, 2014, the following described property (the "Premisee") to wit: in July, 2014, the following described property (the "Premises") to wit:

All that tract or parcel of land lying and being in the 11th District, 1st Section, Land Lot 509 of Union County, Georgia, containing 10.247 acres, more or less, and being Tract 7A, as shown on a plat of survey for Tim Helton by Rochester & Associates, Inc., dated August 26, 1999 and recorded in Union County Records in Dlet Pack 50 Pace 41 Sold Jets incorps.

(i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereaftizments easements and anyutenances hereditaments, easements and appurtenances nerentaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located. or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowimprovements thereon; (v) all minerals, now-ers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation. and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the build-

FURTHER LESS AND EXCEPT that property, if any, released of record;
TOGETHER WITH ANY AND ALL of the following:

the above described plat.

security beeu interestor has become and is now foreclosable according to its terms. Ac-cordingly, the Premises will be sold at public outcry pursuant to the terms of the power of sale provided in the Security Deed. The Premises will be sold on an "as is, where is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever 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 attorneys' fees (notice of intention to collect attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed.

ings, structures or other improvements now or hereafter located thereon or any part or parcel

The indebtedness evidenced by the Note is due and payable and remains unpaid. The Security Deed therefore has become and is

an as provided in the Note and Sectimy beet. The Premises shall be sold as the property of Grantor, subject to all restrictions, easements and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Premises. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Great Oak GA Owner LLC, Edward Wacker, 1591 Hayley Lane, Suite 102, Ft. Myers, FL 33907; (239) 288-4454. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the Premises is Grantor or a tenant or tenants and said property is more commonly known as Tract 7A. and state ad valorem taxes or assessment property is more commonly known as Tract 7A, Land Lot 509 Gaddistown Road, Suches, GA. Great Oak GA Owner LLC as Attorney-in-Fact for

Lisa A. Frank, Esq. McCalla Raymer, LLC 900 Holcomb Woods Parkway Roswell, Georgia 30076 (678) 281-6503

2014, the following described property:
All that tract or parcel of land lying and being
in Land Lots 124 & 125, 10th District, 1st Section, Union County, Georgia, containing 3.18
acres and being shown as Lot Seventeen (17)
of Chestnut Mountain, on a plat of survey by

Blue Ditted Mountain, on a plat of survey by Blue Ridge Mountain Surveying, Inc., RS #3007, dated 12/12/05 and recorded in Plat Book 58 dated 12/12/05 and recorded in Plat Book 58 Pages 99-100 Union County records, which description on said plat is hereby incorporated by reference and made a part hereof. The property is subject to the road easements as shown on said plat. The property is subject to the restrictions recorded in Deed Book 642 Pages 145-149 Union County records. The property is subject to an easement to Blue Ridge Mountain EMC recorded in Deed Book 187 Page 194 Union County records. The property is subject to the Forest Service Easement recorded in Deed Book 110 Page 365 Union recorded in Deed Book 110 Page 365 Union recorded in Deed Book 110 1 age 500.

The property is subject to the Easement recorded in Deed Book 598 Page 429 Union County records, which is for access to Lot 22 Phase II of Highland Falls Subdivision. Priase II of Highland Falis Subdivision.
The property is subject to an Easement Agreement recorded in Deed Book 567 Page 686
Union County records, which grants a driveway access to Lot 11 of Prospectors Cove.
The property benefits from and is subject to an access easement as recorded in Deed Book 567 Page 223 Union County records.
The property is subject to and benefits from
the Agreement with Coosa Water Authority
recorded in Deed Book 642 page 150 Union County records.
Grantor grants to grantee a non-exclusive per-Grantor grants to grantee a non-exclusive perpetual easement of ingress and egress for the use of the subdivision roads and running to and from Owltown Road, a County Road, to the above described property.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at

same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable),

any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the

enants, and matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the under-signed, the party in possession of the property is ROBERT BONNETTE or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for ROBERT BONNETTE L. Lou Allen

Stites & Harbison BLLC

Stites & Hardison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03656
THIS LAW FIRM IS ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.

STATE OF GEORGIA

COUNTY OF UNION
NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from ROBERT BON-NETTE to UNITED COMMUNITY BANK, dated April

NETTE to UNITED COMMUNITY BANK, dated April 10, 2007, recorded April 11, 2007, in Deed Book 702, Page 313, Union County, Georgia records, as last modified by Modification of Security Deed dated June 13, 2013, recorded in Deed Book 954, Page 467, Union County, Georgia records, said Security Deed being given to secure a Note from ROBERT BONNETTE dated June 13, 2013, in the patient of the property of the page 100, 2013, in the patient of the page 100, 2013, in the page 100, 2013,

2013, in the original principal amount of Three Hundred Sixty Nine Thousand Five Hundred Eighty Three and 85/100 (\$369,583.85) Dollars,

with interest from date at a rate per cent per

annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in July,

2014, the following described property:

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF UNION Under and by virtue of the power of sale contained in that certain Security Deed from Lon Dillard ("Grantor"), to and in favor of United Community Bank, dated September 18, 2002 and recorded in Deed Book 433, Page 53, Union

Stites & Harbison, PLLC

and recorded in Deed Book 433, Page 53, Union County, Georgia records, as modified by that certain Modification of Security Deed dated August 5, 2004, recorded in Deed Book 540, Page 770, aforesaid records and re-recorded in Deed Book 596, Page 456, aforesaid records, as further modified by that certain Modification of Security Deed dated August 5, 2005 and recorded in Deed Book 598, Page 675, aforesaid records, as further modified by that certain Modification of Security Deed dated August 5, 2006 and recorded in Deed Book 664, Page 189, aforesaid records, as further modified by that certain Modification of Security Deed dated August 5, 2006 and recorded in Deed Book 664, Page 189, aforesaid records, as further modified Under and by virtue of the power of sale con-Page 189, aforesaid records, as further modirage 189, aroresaid records, as turrner modi-fied by that certain Modification of Security Deed dated November 22, 2006 and recorded in Deed Book 680, Page 186, aforesaid records, as further modified by that certain Modifica-tion of Security Deed dated December 12, 2006 and recorded in Deed Book 685, Page 229, aforesaid records, as further modified by that March 12, 2007 and recorded in Deed Book 697, Page 10, aforesaid records, as further modified by that certain Modification of Secumodified by that certain Modification of Secu-rity Deed dated August 20, 2008 and recorded in Deed Book 733, Page 717, aforesaid records, as further modified by that certain Modifica-tion of Security Deed dated November 22, 2007 and recorded in Deed Book 739, Page 435, aforesaid records, as further modified by that certain Modification of Security Deed dated certain Modification of Security Deed dated January 11, 2008 and recorded in Deed Book 745, Page 42, aforesaid records, as further modified by that certain Modification of Secu-rity Deed dated March 12, 2008 and recorded in Deed Book 753, Page 706, aforesaid records, as further modified by that certain Modification of Deed Book 753, Page 706, aforesaid records, as further modified by that certain Modification of Security Deed dated January 21, 2008 and recorded in Deed Book 784, Page 743, aforesaid records, as further modified by that certain Modification of Security Deed dated March 12, 2009 and recorded in Deed Book 798, Page 576, aforesaid records, as further modified by that certain Modification of Security Deed dated August 19, 2009, recorded in Deed Book 814, Page 493, aforesaid records and re-recorded in Deed Book 815, Page 196, aforesaid records (collectively, the "Security Deed"), as transferred to Asset Holding Company 5, LLC by that certain Corrective Assignment of Deed to Secure Debt recorded in Deed Book 970, Page 383, aforesaid records, as transferred to Great Oak Pool I LLC by that certain UCC Transfer Statement recorded in Deed Book 970, Page 560, aforesaid records, as to be assigned to Great Oak GA Owner LLC ("Lender") by that certain Assignment of Security Deed and Other Loan Documents to be recorded in aforesaid records, securing that certain promissory note dated September 18, 2002, in the original principal amount of \$201,029.00, as amended, renewed, modified or otherwise restated (collectively, the "Mote"): there will be sold at public cipal amount of \$201,025.00, as amended, fenewed, modified or otherwise restated (collectively, 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 before the Courthouse door in Union County County in the legal hours for the highest bedder the courthouse door in Union County, Georgia, on the first Tuesday in July, 2014, the following described property (the "Premises") to wit:

All that tract or parcel of land lying and being in the 11th District, 1st Section, Land Lot 509 of Union County, Georgia, containing 10.249 acres, more or less, and being Tract 7B as shown on a plat of survey by Rochester & Associates, Inc., dated August 26, 1999 and recorded in Union County Records in Plat Book 50, Page 41. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. in Union County, Georgia, on the first Tuesday the above described property.
If and as modified and released as shown in TURTHER LESS AND EXCEPT that property, if any, released of record;
TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging the great or in any wise annextain. belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part and the proof or any buildings structures. in Plat Book 50, Page 41. Said plat is incorpo-rated herein, by reference hereto, for a full and complete description of the above described oue; (IV) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (V) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (Vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (Vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described Also conveyed is an easement over a primitive walking and horse trail easement as shown on If and as modified and released as shown in the first paragraph above:

> The proceeds of the sale are to be applied first to the expenses of the sale and all proceedings in connection therewith, including attorneys' fees (notice of intention to collect attorneys' rees (notice or intention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor, subject to all restrictions, easements and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Premises The entity that has full authority to negotiate, The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Great Dak GA Owner LLC, Edward Wacker, 1591 Hayley Lane, Suite 102, Ft. Myers, FL 33907; (239) 288-4454. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the Premises is Grantor or a tenant or tenants and safe to the contract of t property is more commonly known as Tract 7B, Land Lot 509 Gaddistown Road, Suches, GA. Great Oak GA Owner LLC
> as Attorney-in-Fact for Lon Dillard Lon Dillard Lisa A. Frank, Esq. McCalla Raymer, LLC 900 Holcomb Woods Parkway Roswell, Georgia 30076 (678) 281-6503

> ings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings etticates or other improvements powers.

ings, structures or other improvements now or hereafter located thereon or any part or parcel

The indebtedness evidenced by the Note is due and payable and remains unpaid. The Security Deed therefore has become and is now fore-

Deed therefore has become and is now fore-closable according to its terms. Accordingly, the Premises will be sold at public outcry pur-suant to the terms of the power of sale pro-vided in the Security Deed. The Premises will be sold on an "as is, where

is" basis without recourse against Lender and

without representation or warranty of any kind or nature whatsoever by Lender with respect

STATE OF GEORGIA
COUNTY OF UNION
Under and by virtue of the power of sale contained in that certain Security Deed from Lon
Dillard ("Grantor"), to and in favor of United
Community Bank, dated May 23, 2008 and
recorded in Deed Book 762, Page 434, Union
County, Georgia records, as modified by that
certain Modification of Security Deed dated
December 26, 2008 and recorded in Deed Book
785. Page 176. aforesaid records. as further 785. Page 176, aforesaid records, as further

NOTICE OF SALE UNDER POWER

785, Page 176, aforesaid recorded in Jueen Book 785, Page 176, aforesaid records, as further modified by that certain Modification of Security Deed dated March 12, 2009 and recorded in Deed Book 798, Page 582, aforesaid records (collectively, the "Security Deed"), as transferred to Asset Holding Company 5, LLC by that certain Assignment of Deed to Secure Debt recorded in Deed Book 843, Page 118, aforesaid records, as transferred to Great Oak Pool I LLC by that certain UCC Transfer Statement recorded in Deed Book 957, Page 560, aforesaid records, as to be assigned to Great Oak GA Owner LLC ("Lender") by that certain Assignment of Security Deed and Other Loan Documents to be recorded in aforesaid records, securing that certain promissory note dated May 23, 2008, in the original principal amount of \$255,393.50, as amended, renewed, modified or otherwise restated (collectively, the "Note"); there will be sold at public outcry by Lender as attorney-inas alrented, relewed, interment of unlewise restated (collectively, the "Note"); there will be sold at public outery by Lender as attorney-infact of Grantor to the highest bidder for cash between the legal hours for sale before the Courthouse door in Union County, Georgia, on the first Tuesday in July, 2014, the following described property (the "Premises") to wit: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 127, of Union County, Georgia, containing 0.976 acre more or less, and being further identified as Lot 20 of Fortenberry Creek Retreat, as shown on a plat of survey by Rochester and Associates, Inc., dated October 3, 1997 and revised March 31, 1998, and recorded in Union County, Georgia records in Plat Book 40, Page 111. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property.

of the above conveyed property.

Also conveyed is a non-exclusive perpetual easement for the use of subdivision roads for ingress and egress to the above described property. If and as modified and released as shown in the first paragraph above; FURTHER LESS AND EXCEPT that property, if FURTHER LESS AND EXCEPT that property, if any, released of record; together with ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all rents remainder or remainders unereot; (III) an Tents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases counts and contract rights in and to all leases or undertakings to lease now or hereafter af-fecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flow-ers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or describing whateseare now or every kind or description whatsoever now or hereafter located thereon, or in or on the build-ings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all

The indebtedness evidenced by the wore is due and payable and remains unpaid. The Security Deed 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 pro-vided in the Security Deed.

The Premises will be sold on an "as is, where is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect The proceeds of the sale are to be applied first to the expenses of the sale and all proceedings in connection therewith, including attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the

building materials, supplies, goods and equip-ment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the build-ings, structures or other improvements now or hereafter located thereon or any part or parcel thereo; The indebtedness evidenced by the Note is due

payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor, subject to all restrictions, easements

and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Great Oak GA Owner LLC. Edward Wacker, 1591 Hayley Lane, Suite 102, Ft. Myers, FL 33907; (239) 288-4454. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument.

To the best knowledge and belief of the undersigned, the party in possession of the Premises is Grantor or a tenant or tenants and said property is more commonly known as Lot 20, Fortenberry Creek Retreat, Blairsville, GA Great Oak GA Owner LLC as Attorney-in-Fact for Lon Dillard Lisa A. Frank, Esq.

McCalla Raymer, LLC 900 Holcomb Woods Parkway Roswell, Georgia 30076 N(Jun4,11,18,25)B