North Georgia News

Legal Notices for June 20, 2012

SHERIFF'S SALE State of Georgia Union County **Citizens South Bank**

Kurtis K. Kidd

Magistrate Court 12-4754FC Union County

There will be sold at Public Outcry for Cash or Certified Funds on the First Tuesday of July that being July 3rd, 2012 between the hours of 10:00 am and 12:00 Noon at the Union County Court House, 65 Court House Street, Blairsville, GA the following: One 2006 Chevrolet Multi-Purpose Van

(HHR) Vin# 3GNDA23DX6S660466

No battery, Mileage 95002 Vehicle may be viewed approximately one (1) hours before sale time in the North Lower Parking Lots of the Union County Court House. Said vehicle was levied upon the property

of Kurtis K. Kidd accordance with code title Scott Stephens. Sheriff

Union County N(Mav30.Jun6.13.20)B

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS & CREDITORS

RE: Estate of Harrison Nix All debtors and creditors of the estate of

Harrison Nix. 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 7th day of May, 2012 By: Kristin Stanley Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(Jun13.20.27.Jul4)B

STATE OF GEORGIA UNION COUNTY

NOTICE TO DEBTORS & CREDITORS RE: Estate of Janice W. Bennett All debtors and creditors of the estate

An debug and clean of an estate of Janice W. Bennett, deceased, late of Union County, Georgia are hereby notified to render their demands and payments to the Personal Representative(s) of the the reference of the resonance 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 4th day of May, 2012

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

Blairsville, GA 30512 N(Jun13,20,27,Jul4)B

NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000

Pursuant to O.C.G.A. §16-13-49(n), any party claiming an interest in the following property is hereby notified that on the 5th day of April, 2012, said property was seized by the undersigned agency in Union County,

Georgia. Property Seized: PROPERTY ONE: 2001 Lexus IS300 vehicle, VIN JTHBD182X10001858

VIN J HBD 182X 10001838 PROPERTY TWO: 1994 Toyota Land Cruiser vehicle, VIN JT3D J81 W9R0087141 PROPERTY THREE: New Haven 12 gauge shotgun, Model 600AT, Serial No. H793204 PROPERTY FOUR: Ruger .22 caliber long rifle, Model 77/22, Serial No. 700-35695 PROPERTY LIVE: Ruger .22 caliber revolver

PROPERTY FIVE: Ruger .22 caliber revolver, Model Single Six, Serial No. 264-63568 PROPERTY SIX: LG flat screen televi-sion, Model No. 37LG30-UA, Serial No. 804MXK005429

PROPERTY SEVEN: LG flat screen televi-

sion, Model No. 37LG30-UD, Serial No. 808MXVW4H599 PROPERTY EIGHT: Toshiba laptop computer,

Serial No. Y9130S15W, Part No. PSPGOU-0050028

PROPERTY NINE: Acer laptop com-

PROFERIT MINE: ACE TADLOP COM-puter, Model No. ZK2, Serial No. LXAS-R0X106907174162500 Conduct giving rise to said seizure: Said property was found in possession of LISA MARIE PURCELL and JASON GABRIEL UNUTUE Out is cleared in the Abblic HUGHES, and in close proximity to a prohib-ited substance, to wit: MARIJUANA (in the form of growing plants and other quanti-ties of marijuana intended for distribution). Said property was intended to discluduoli). Use, possession, possession with intent to distribute, and distribution of MARIJUANA, in violation of the Georgia Controlled Sub-stances Act, or was the proceeds of said illegal activities. Further, the said property and the MARIJUANA were seized from the residence occupied by LISA MARIE PUR-CELL and JASON GABRIEL HUGHES, in Union Caurbu, Coversio, from which prodiumone

orgia transactions were conducted. The owner of said property is purported to be: LISA MARIE PURCELL and JASON GA-BRIEL HUGHES. 55 Veach Place, Blairsville, Georgia 30512

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 North Georgia News by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, return receint requested

NOTICE OF SALE UNDER POWER UNION COUNTY Pursuant to the Power of Sale contained in a Security Deed given by Angelia D Maltby and Benjamin T Maltby, Jr. to Mortgage Electronics Registration Systems, Inc. as nominee for United Community Bank, d/b/a United Community Mortgage Service, Inc. dated 4/22/2010 and recorded in Deed dated 4/22/2010 and recorded in Deed Book 831 Page 499-568, UNION County, Georgia records; as last transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING VICING, LP by Assignment filed for record in UNION County, Georgia records, convey-ing the after-described property to secure a Note in the original principal amount of \$ 245,471.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on the first Tuesday in July, 2012 (July 03, 2012), the following

described property: All that tract or parcel of land lying and being in Land Lots 322 & 323, 9th District, 1st Section, Union County, Georgia, containing 1.752 acres and being shown as Lot Four-teen (14) of Old Birch Bend on a plat of survey by Rochester & Associates, Inc., RS #2349, dated 5/4/04, revised 10/30/04 and recorded in Plat Book 55 page 198 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 ease

ments as shown on said plat and to all ex-

The property is subject to the restrictions recorded in Deed Book 149 pages 117-118 Union County records and to the Release From Restrictions recorded in Deed Book 155 page 287 and in Deed Book 155 page

591 Union County records. The property is subject to the restrictions recorded in Deed Book 569 pages 500-504

Union County records. The property is subject to an easement to Blue Ridge Mountain EMC recorded in Deed Book 151 pages 378-380 Union County re-

cords. The property is subject to the flood hazard

area as shown on said plat. This sale will be made subject to any right of the United States of America to redeem the hereinabove described property within 120 days from the sale date aforesaid, in order to satisfy certain outstanding federal tax liens

tax liens. 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 nurnese of naving the same and all for the purpose of paying the same and all expenses of this sale, as provided in the Se-curity Deed and by law, including attorney's fees (notice of intent to collect attorney's

fees having been given). Said property is commonly known as 93 Chimney Stone Road, Blairsville, GA 30512 together with all fixtures and personal prop-erty attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject prop-

parties) in possession of the subject prop-erty is (are): Angelia D Maltby and Benjamin T Maltby, Jr. or tenant or tenants. Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), (b) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-iudicial sales in the State of Georgia. the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of

THE IOON AND A CARACTERING AND A CARACTERISTICS AND A CARACTERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVIC-ING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP as agent and Attorney in Fact for Angelia D Maltby and Benjamin T Maltbu Maltby, Jr

Aldridge Connors, LLP, 15 Piedmont Center,

Aldriage Connors, LLF, 19 recurrent Center, 3575 Piedmont Road, N.E., Suite 500, Atlan-ta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEPT ANY INFORMATION ORTAINED WILL RMATION BE USED FOR THAT PURPOSE. 1016-1842 N(Jun6.13.20.27)B

NOTICE OF SALE UNDER POWER GEORGIA. UNION COUNTY

described in said deed to-wit:

of survey made by Roy A. Terrell, G.R.L.S. #1700, dated May, 1982, and as recorded in Union County records in Plat Book Q,

Page 206. Also conveyed is an easement of ingress and egress thirty feet in width over the existing road from the above ref-

erenced easement to the Northwest corner

of Tract #2 of the Heilenberg property, and along the North boundary of said Tract #2 to

the Northwest corner of the property herein conveyed. Also conveyed is an easement of ingress and egress thirty feet in width over

the existing gravel road from the above ref-erenced easement to the West boundary of the property herein conveyed, as shown on

the plat of survey first referred to herein. Said easement fully described as follows: Beginning at the point marked B.C. on the plat of survey of the herein conveyed prop-erty; thence South 03 degrees 48 minutes 15 seconds East 30.0 feet; thence North 72 degrees 08 minutes East 2011 10 feet to the

degrees 08 minutes East 241.10 feet to the

centerline of the subdivision road; thence with said center line North 17 degrees 25

minutes West 30.0 feet; thence North 72 degrees 08 minutes East 241.10 feet to the

which has the property address of 2832 Timber Fern Drive, Blairsville, Georgia., to-gether with all fixtures and other personal

property conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, ease-ments, protective covenants or restrictions,

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

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed.

Said property will be sold as the property of Bonnie L. Netherland and the proceeds of said sale will be applied to the payment

of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the pur-

chaser as provided in the aforementioned Security Deed. Deutsche Bank Trust Company Americas as Trustee for RALI 2007-QS6

The North Georgia News Publication Dates:06-06-2012, 06-13-2012, 06-20-2012, 06-27-2012 File No. 10-22581 /CONV/efisher

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

Pursuant to the Power of Sale contained

in a Security Deed given by Jessica C. Guild to Mortgage Electronic Registration Systems Inc, as Nominee for United Com-

munity Mortgage Services, Inc., its succes sors and assigns dated 12/31/2009 and re

corded in Deed Book 822 Page 634, UNION

County, Georgia records; as last transferred to JPMorgan Chase Bank, National Asso-

to Jriving an clase bank, valuate Asso-ciation by Assignment filed for record in UNION County, Georgia records, convey-ing the after-described property to secure a Note in the original principal amount of \$ 119,340.00, with interest at the rate specified therein, there will be sold by the underscienced at public output to the high-

undersigned at public outcry to the high-est bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on the first Tuesday in

July, 2012 (July 03, 2012), the following

All that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lot 152, of Union County, Georgia, containing 0.72 acre more or less, and being further identified as Lot 6 of Hollow Hill Subdivi-sion, as shown on a plat of survey by Jack Stanley

Stanley, Union County Surveyor, dated August 17, 1981, and recorded in Union County, Georgia records in Plat Book L,

County, Georgia records in rial book -Page 152. Said plat is incorporated into this instrument by reference hereto for a com-

conveyed property. Also conveyed is a non-exclusive perpetual easement for the use of subdivision roads

for ingress and egress to the above de-

Attorney in Fact for Bonnie L. Netherland

(404) 373-1612 www.mccurdycandler.com

N(Jun6,13,20,27)B

UNION COUNTY

McCurdy & Candler, L.L.C.

BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER

Point of Beginning.

deed.

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Bonnie L. Netherland to Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Net-work, Inc.), its successors and assigns dated January 9, 2007 in the amount of \$325,600.00, and recorded in Deed Book

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT UNDER DATA BUILTING OF AN Under and by virtue of the power of sale

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Susan L. Johnson to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$93,000.00 dated 06/10/2008, and recorded in Deed Book 764, page 767, Union County records, said Security Deed being last transferred and assigned to CitilMortgage, Inc., the un-dersinned will sell at public outcrv to the dersigned will sell at public outcry to the highest bidder for cash before the Court-house door in said County, during the legal hours of sale, on the first Tuesday of July, 2012 by CitiMortgage, Inc., as Attorney-in-Fact for Susan L. Johnson the following

described property: All that tract or parcel of land lying and be-ing in 9th District, 1st Section, Land Lot 38 of Union County, Georgia, containing 1.124 acres, more or less, and being designated as Lot 14 Ivy Mill Estates Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated September 13, 2000, and recorded in Union County Records in Plat Book 47, Page 52. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above described promety

The property is subject to road easements as shown on said plat. The property is subject to the restrictions recorded in Deed Book 323, pages 625-628, Union County Records.

The property is subject to the powerline easement to Blue Ridge Mountain EMC re-corded in Deed Book 324, page 313, Union County records.

The property is subject to the 100-foot transmission right of way line as shown on said plat.

Grantor grants to Grantee a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the

above property. Property known as: 544 Havenwood Rd, Blairsville, GA 30512

Bialisville, 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, in-cluding attorney's fees, (notice having been given as provided by law). The property will be sold as the property of

The Aforesaid Grantors subject to the folowing

(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 outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above. Pursuant to 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:

CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368

PHONE: 866-272-4749 Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend

or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is Susan

Inhusor CitiMortgage, Inc., as Attorney-in-fact for

Susan L. Johnson. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose.

Pendergast & Associates, P.C. South Terraces, Suite 1000 **115 Perimeter Center Place** Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 our File No. 12-04604

N(Jun6,13,20,27)B **STATE OF GEORGIA**

COUNTY OF UNION

NOTICE OF SALE UNDER POWER Because of a default in the payment of the indebtedness secured by a Security Deed executed by John C. Honaker and Karen M. Honaker to Wells Fargo Bank, N.A. dated October 20, 2010, and recorded in Deed Book 847, Page 424, Union County Records, securing a Note in the original principal amount of \$376,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and pavable and. pursuant to the power of sale contained in said Deed, will on the first Tuesday, July 3, 2012, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed,

to-wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 227 OF THE 9TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, BEING LOT 6 OF HOYT RAPER GEORGIA, BEING LOI 6 OF HOYI RAPER SUBDIVISION, CONTAINING 0.42 ACRES, MORE OR LESS, AS PER SURVEY PREPARED BY B. KEITH ROCHESTER & ASSOCIATES, INC., DATED November 6, 1987, RECORDED IN PLAT BOOK T, PAGE 99, UNION COUNTY RECORDS, TO WHICH SAID PLAT REFER-ENCE IS MADE FOR A MORE PARTICULAR DELINICIAL OF A MORE PARTICULAR 686, Page 575, Union County, Georgia Re-cords; as last transferred to Deutsche Bank DELINEATION OF A METES, BOUNDS AND COURSES DESCRIPTION. TOGETHER WITH RIGHTS OF INGRESS/ Trust Company Americas as Trustee for RALI 2007-QS6 by assignment; the undersigned, Deutsche Bank Trust Company Americas as Trustee for RALI 2007-QS6 pursuant to said deed and the note thereby secured, has de-clared the entire amount of said indebted-ness due and payable and pursuant to the EGRESS OVER PRIVATE ROADS IN DEVEL-OPMENT. Said property is known as 1454 McCombs Drive, Blairsville, GA 30512, together with all fixtures and personal property attached carefold the entries and build of said indepted-ness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in July, 2012, 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 wit: to and constituting a part of said property, if any. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments liens encumbrances zoning All that tract or parcel of land lying and be-ing in the 1st Section, 7th District, Land Lot ing in the 1st Section, 7th District, Land Lot 53 of Union County, Georgia containing 7.27 acres, more or less, as shown on a plat of survey by Roy A. Terrell, G.R.L.S. Number 1700 of North Georgia Land Surveyors, dated May, 1982 and recorded June 1, 1982 in Plat Book M, Page 70, Union County, Georgia Records. Said plat is incorporated herein, by reference hereto, for a com-plete description to the above described property. Also conveyed is an easement thirty feet wide along the East boundary of survey made by Roy A. Terrell, G.R.L.S. sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

Under and by virtue of the Power of Sale Under and by virtue of the Power of Sale contained in that certain Deed to Secure Debt given by James W. Patterson (the "Grantor") to Nantahala Bank & Trust Com-pany (the "Lender") dated May 9, 2008 and recorded on May 13, 2008, in Deed Book 760, Pages 307-315, Union County, Georgia official records (tonether with any and all official records (together with any and all amendments and modifications, hereinafter referred to as the "Security Deed"). conveying the property described below to secure repayment of that certain Promissorv Note dated as of June 29, 2010, pavable by Grantor to the order of Lender the stated principal amount of \$299,172.97, together with interest thereon as set forth therein (together with any and all amend-ments or modifications, collectively herein-after referred to as the "Secured Indebtedafter referred to as the "Secured Indebted-ness"), 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, 2012 (being July 3, 2012) the following described parcel of real property together with all improvements, fixtures, easements, hereditaments, rights, members annurtenances and nersonalty members, appurtenances, and personalty located thereon and described in the Security Deed:

All that tract or parcel of land lying and being in the Land Lot 219, 9th District, 1st Section, Union County, Georgia, containing 7.678 acres and being shown as Tract Two (2) on a plat of survey by Rochester & Asso-ciates, Inc., RS #2653, dated 03/25/96 and recorded in Plat Book 36, Page 53, Union County, Georgia records, which plat is by reference incorporated herein and made a

part hereof. The property is subject to the power pole as shown on aforesaid plat. Grantor grants to Grantee a non-exclusive

perpetual easement of ingress and egress to the above property running from Queens Gap Spur as shown on the aforesaid plat. Gap spur as snown on the atoresaid piat. The above-described property is improved property known as 7.678 Acres MOL On Patton Place, Blairsville, Georgia 30512, ac-cording to the present system of number-ing property in Union County, Georgia.

The Secured Indebtedness has been and is hereby accelerated and declared due be cause of, among other possible events of default, failure to pay the Secured Indebt-edness as and when due and in the manner provided in the instruments evidencing the Secured Indebtedness and Security Deed. The Secured Indebtedness and Security Decu. default, the sale will be made for purposes of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (written notice of intent to collect attorney's fees

having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants and matters of re-

cord superior to the Security Deed. To the best knowledge and belief of the undersigned, the party in possession of the property is the Grantor or a tenant or ten-ants claiming through it. NANTAHALA BANK & TRUST COMPANY,

Attorney-in-Fact and Agent for JAMES W. PATTERSON Edwin H. Garrison

Burr & Forman LLP Suite 1100, 171 Seventeenth Street, N.W. Atlanta, Georgia 30363

Email: ehgarris@burr.com (404) 815-3000 (404) 214-7945 THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE

USED FOR THAT PURPOSE. N(Jun6,13,20,27)B

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Kai B. Schmidt and Becky Schmidt to Mortgage Electronic Registra-tion Systems, Inc. dated May 10, 2007, and recorded in Deed Book 707, Page 698, Union County Decords caid Security Decord and recorded in Deed Book 707, Page 698, Union County Records, said Security Deed having been last sold, assigned, trans-ferred and conveyed to BANK OF AMERICA, N.A. by Assignment, securing a Note in the original principal amount of \$178,000.00, the holder thereof pursuant to said Deed and Note thereof pursuant 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 3, 2012, during the legal hours of sale, before the Courthouse door 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 the 10th District, 1st Section, Land This law firm is acting as a debt collector attempting to collect a debt and all information obtained shall be used for that Lot 124 of Union County, Georgia, and being Lot 24 of Highland Falls Cottages Subdivi-sion, containing 0.269 acres, more or less, purpose. CADENCE BANK, N.A., as shown on a plat of survey by Landtech Services, Inc., dated March 12, 2003, and recorded in Union County Records in Plat Book 59, Page 278-279. Said plat is incor-As Attorney in Fact for Charles B. Davis, Jr. **D. Thomas LeFevre** Stewart, Melvin & Frost, LLP porated herein, by reference hereto, for a full and complete description of the above P. O. Box 3280 Gainesville, GA 30503 described property. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

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

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by JOHN WESLEY TURNER AND PAMELA SUE TURNER to MORTGAGE ELECTRONIC

REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR AMERICAN BROKERS CON-

DUIT, dated 08/31/2005, and Recorded on

09/01/2005 as Book No. 600 and Page No. 591-608, UNION County, Georgia records, as last assigned to US BANK NATIONAL ASSO-

CIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CER-

TIFICATES, SERIES 2006-3, by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$420,000.00, with inter-est at the rate specified therein, there will

to the highest bidder for cash at the UNION County Courthouse within the legal hours

of sale on the first Tuesday in July, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BE-ING IN THE 9TH DISTRICT, 1ST SECTION,

LAND LOTS 179 & 182 OF UNION COUNTY, GEORGIA, CONTAINING 0.860 ACRE, MORE OR LESS, AND BEING LOT 62 OF ARROWOOD

POINTE SUBDIVISION, PHASE II, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCI-

ATES, INC., DATED 10/9/00 AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 46, PAGE 137. SAID PLAT IS INCORPORATED

HEREIN, BY REFERENCE HERETO, FOR A

FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. SUBJECT TO THE ROAD EASEMENTS SHOWN

SUBJECT TO RESTRICTIONS RECORDED IN UNION COUNTY RECORDS IN DEED BOOK

SUBJECT TO THE POWER LINE EASEMENT TO BLUE RIDGE MOUNTAIN ELECTRIC MEM-

BERSHIP CORPORATION RECORDED IN UNION COUNTY RECORDS IN DEED BOOK

235, PAGE 799. SUBJECT TO THE BUILDING SET -BACK LINE AS SHOWN ON SAID PLAT GRANTOR ALSO GRANTS TO GRANTEE A NOT- EXCLUSIVE PERPETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE DECODIPED DODOFINGTION THE ABOVE

DESCRIBED PROPERTY. The debt secured by said Deed to Secure Debt has been and

is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due

and in the manner provided in the Note and Deed to Secure Debt. Because the debt re-mains 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 and by law, including at-torney's fees (notice of intent to collect at-torney's fees having been given). The entity that has full authority to negotiate, amend, and modify all terms of the mortange with

and modify all terms of the mortgage with the debtor is: AMERICA'S SERVICING COM-PANY, ATTN;BK DEPT MAC#D3347-014, Foreclosure 3476 STATEVIEW BLVD, FORT

MILL, SC 29715, 800-288-3212. Please un-derstand that the secured creditor is not

required to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the un-dersigned, the party/parties in possession of the subject property known as 7105 AR-ROWOOD LANDING, BLAIRSVILLE, GEORGIA 30512 ic/are. IOHN WESLEY TURNER AM

30512 is/are: JOHN WESLEY TURNER AND

PAMELA SUE TURNER or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), (b) any matters which might

be disclosed by an accurate survey and in-spection of the property, and (c) all matters of record superior to the Deed to Secure

Debt first set out above, including, but not limited to, assessments, liens, encum-

brances, zoning ordinances, easements,

sale will be conducted subject to (1) confir-mation that the sale is not prohibited under

the U.S. Bankruptcy Code; and (2) final con-firmation and audit of the status of the loan with the holder of the security deed. Pursu-ant to 0.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 other foreclosure docu-ments may not be provided until final con-

firmation and audit of the status of the loan

as provided in the preceding paragraph. US BANK NATIONAL ASSOCIATION, AS TRUSTEE

FOR CREDIT SUISSE FIRST BOSTON MORT-

GAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-3 as Attorney in Fact for JOHN WESLEY TURNER

AND PAMELA SUE TURNER. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AT-TEMPTING TO COLLECT A DEBT. ANY INFOR-

MATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20120134000803 BARRETT DAF-FIN FRAPPIER LEVINE & BLOCK, LLP 15000

Under and by virtue of the power of sale contained in a Security Deed from OTIS YOUNG and SARA YOUNG to UNITED COM-MUNITY BANK D/B/A UNION COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated

Telephone: (972) 341-5398.

N(Jun6,13,20,27)B

STATE OF GEORGIA

COUNTY OF UNION

on, Texas 75001

The

restrictions, covenants, etc.

235. PAGE 799.

Because of the default in the payment of a note executed by CHARLES B. DAVIS, JR. in favor of SEASONS BANK, now known as Cadence Bank, N.A., successor by merger with Seasons Bank, in the original principal amount of \$300,000.00 secured by a Deed to Secure Debt executed by CHARLES B. to Secure Debt executed by CHARLES B. DAVIS, JR. to SEASONS BANK, dated Au-gust 20, 2004, recorded in Deed Book 540, pages 357-381, Union County, Georgia Deed Records, as modified, the undersigned has declared the full unpaid 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 indebtedness, will on the first Tuesday in July, 2012, during the legal hours of sale at the Courthouse in Union County, Georgia, sell at public outcry to the highest bidder for cash, the land and all improvements thereon, the property described as follows:

All that tract or parcel of land lying and be-ing in Land Lot 107 of the 9th District, 1st Section, Union County, Georgia, containing 0.613 acres and being Lot 111 of Notla Landing, as shown on a plat of survey by Rochester & Associates, Inc. RS #2653 dated December 08, 2000, and recorded in Plat Book 47, page 79, Union County, Geor-gia Records with description on said plat, which plat is hereby incorporated herein by

reference. Subject to restrictions of record pertain-ing to Notla Landing as recording in Deed Book 144, pages 750-751, Union County, Georgia records.

Subject to easements of record for the maintenance of utilities affecting the propertv.

Subject to the title to that portion of the property embraced within the boundaries of roads, highways, easements and rights of way. Subject to reservations retained in that

Subject to reservations retained in that special warranty deed dated 05/21/58 be-tween the United States of America and The Champion Paper and Fibre Company recorded in Deed Book 00, page 583. Subject to any and all mineral rights with respect to said tracts of land; provided, however, the drilling rights with respect thereto shall be limited to a certain 5 acre tract of land as shown on said plat. retract of land as shown on said plat, re-corded in Plat Book P, page 138, together with any access easements from the 5 acre tract across adjoining property to any public roads.

Together with all rights, easements, ap-purtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion

payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water

stock and all existing and future improve-ments, structures, fixtures, and replace-

ments that may now, or at any time in the future, be part of the real estate described

The property was conveyed by C B Davis to

Blue Mountain Financial, Inc. by Quit Claim Deed on August 23, 2004, recorded in Deed Book 540, page 614, Union County, Georgia

records; and conveyed by Blue Mountain Financial, Inc. to Eileen's Land, LLC by Quit

Claim Deed on January 14, 2005, recorded in Deed Book 561, page 586, aforesaid re-

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 by an accurate survey and inspection of the property, any assessments, liens, encum-

brances, zoning ordinances, restrictions

covenants, easements, rights of way, and matters of record superior to the Deed to

ing proceeds thereof to the payment of the

indebtedness secured by the Deed to Se-cure 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. The entity that has full authority to nego-

tiate, amend, and modify all terms of the mortgage with the debtor is Cadence Bank, N.A., 17 20th Street North, Birmingham, AL

35203 (205-777-0919). 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

To the best of the undersigned's knowledge and belief, the property is in the possession of Charles B. Davis, Jr. a/k/a C B Davis, Blue Mountain Financial, Inc. or Eileen's Land, LLC and said property will be sold as the property of Eileen's Land, LLC. 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 Deed to Secure Debt.

purchaser as authorized in the aforemen-

holder of the Deed to Secure Debt.

tioned Deed to Secure Debt.

Secure Debt first set out above. The indebtedness remaining in default, the sale will be made for the purpose of apply-

above.

cords.

return receipt requested. This ______ day of June, 2012. District Attorney Enotah Judicial Circuit SEIZING AGENCY: 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 Courthouse Street. Box 6 Blairsville, Georgia 30512 706) 439-6027 N(Jun13,20,27)B

STATE OF GEORGIA UNION COUNTY

NOTICE TO DEBTORS & CREDITORS RE: Estate of Gerald L. Hinnenkamp All debtors and creditors of the estate of Gerald L. Hinnenkamp, 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 Personattive(c)

make immediate payment to Representative(s). This 25th day of May, 2012 By: Kristin Stanley Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

N(May30, Jun6, 13, 20)B STATE OF GEORGIA UNION COUNTY

NOTICE TO DEBTORS & CREDITORS RE: Estate of Billy Ray Ledford

All debtors and creditors of the estate of Billy Ray Ledford, 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 25th day of May, 2012 By: Kristin Stanley Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512

NOTICE OF ARTICLES OF INCORPORATION Notice is given that Articles of Incorporation that will incorporate Albedo Media Incorporated 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 1349 Forest Drive, Blairsville, GA 30512 and its registered agent at such address is William Sykes. N(Jun20,27)B

NOTICE FOR DISCHARGE FROM

OFFICE AND ALL LIABILITY Probate Court of Union County RE: Petition of Ronald Lee Koerber for Dis-charge as Executor of the Estate of Mary Agnes Koerber, 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 July 16, 2012. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the petition must be in writing, setting form 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 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. David Rogers, Probate Judge

By: Kristin Stanley	
Probate Court Clerk	
65 Courthouse Street	
Blairsville, Ga. 30512	
706-/130-6006	

N(Jun20)B NOTICE

Chestatee WMA Equipment Storage Building USDA Forest Service

Chattahoochee-Oconee National Forests

Chattanoocnee-Uconee National Forests Lumpkin County, Georgia On June 13, 2012, Deputy Forest Supervisor Derrick J. Morris acting for Forest Supervi-sor George M. Bain signed a Decision Memo to approve a request by the Georgia Depart-ment of Natural Resources to amend their Council Nuclearity the sectority the their Special Use Permit to authorize the construction of an equipment storage building and gravel parking area on the Chestatee Wildlife Management Area (WMA) in Lump-kin County, Georgia. The building will be 24 feet wide by 38 feet long with a concrete floor, metal roof, and two 10 foot-wide overhead doors. The building will be used to provide charge for treaters from jumple to provide storage for tractors, farm imple-ments, and tools used by the Georgia De-partment of Natural Resources for management of the Chestatee WMA.

ment of the Chestatee WMA. This decision is not subject to appeal pur-suant to 36 CFR 215.12(e)(1). Implementation of the decision may occur anytime following publication of the legal notice regarding this activity in the papers of record, the North Georgia News, Blairs-ville, Georgia and the News Observer, Blue Ridne, GA.

Ridge, GA. For additional information concerning this decision or the Forest Service appeal pro-cess, contact Jim Wentworth at the Blue Ridge Ranger District, 2042 Highway 515 W, Blairsville, GA 30512; telephone 706-745-6928.

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

N(Jun20)B

Deed first set out above. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to col-lect attorney's fees in accordance with the terms of the Note secured by said Deed.

The property, to the best information, knowledge and belief of the undersigned, being presently in the possession of John C. Honaker and Karen M. Honaker or a tenant or tenants. The proceeds of said sale will be applied to the payment of said indebt-edness and all the expenses of said sale, including attorney's fees, all as provided in said Deed, and the balance, if any, will be Wells Fargo Bank, NA as Attorney-in-Fact for John C. Honaker and Karen M. Honaker

File no. 12-032228 SHAPIRO & SWERTFEGER, LLP*

Attorneys and Counselors at Law 2872 Woodcock Blvd., Duke Building, Suite

Atlanta, GA 30341-3941

Atlanta, GA 30341-3941 (770) 220-2535/KMM www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR.ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. [FC-NOS]

N(Jun6,13,20,27)B

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Amos Redner, III and Earleen L. Redner to Mortgage Electronic Registra-tion Systems, Inc. in the original principal amount of \$140,000.00 dated 01/27/2006, and recorded in Deed Book 627, page 412, Union County records, said Security Deed being last transferred and assigned to ABN AMRO Mortgage Group, Inc. in Deed Book 633, Page 30, the undersigned will sell at biss, rage so, the undersigned will self 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 July, 2012 by CitiMortgage, Inc., successor by merger with ABN AMRO Mort-gage Group, Inc., as Attorney-in-Fact for Amos Redner, III and Earleen L. Redner the following described renorstry. following described property: All that tract or parcel of land lying and be-

ing in the 9th District, 1st Section, Land Lots 134 and 135 of Union County, Georgia, and being Lot 33 of Meadows of Ivy Log Subdivision, Phase II, containing 0.780 acres, more or less, as shown on a plat of survey by Tamrok Associates, Inc., dated June 15, 2001, and recorded in Union County Records in Plat Book 49, Page 156. Said plat is incorporated herein, by reference hereto, for a full and complete description of the

above described property. Grantor also grants to grantee a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property.

Property known as: 306 Ivy Meadow Ln, Blairsville, GA 30512 The indebtedness secured by said Deed to

Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of pay-ing the same and all expenses of sale, in-cluding attorney's fees, (notice having been given as provided by law). The property will be sold as the property of The Aforesaid Grantors subject to the fol-

lowing

 all prior restrictive covenants, easements, rights-of-way or encumbrances;
all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstandsurvey of the property; (4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above. Pursuant to 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 ndebtedness is

CitiMortgage, Inc

1000 Technology Drive O'Fallon, MO 63368 PHONE: 866-272-4749

Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness.

To the best of the undersigned's knowledge and belief, the party in possession is Amos Redner, III and Earleen L. Redner.

CitiMortgage, Inc., successor by merger with ABN AMRO Mortgage Group, Inc., as Attorney-in-fact for Amos Redner, III and Earleen L. Redner.

road for ingress and egress to the above escribed property. beschold property. Said property is known as 4539 Highland Falls Lane, Blairsville, GA 30512, together with all fixtures and personal property at-tached to and constituting a part of said property if any

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 current 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 Dead first ext cut chans Deed first set out above.

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

deed. Notice has been given of intention to collect attorney's fees in accordance with the terms of the Note secured by said Deed. terms of the Note secured by said Deed. The property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Kai B. Schmidt and Becky Schmidt or a tenant or tenants. The proceeds of said sale will be applied to the payment of said indebt-edness and all the expenses of said sale, including attorney's fees, all as provided in said Deed, and the balance, if any, will be distributed as provided by law.

distributed as provided by law. BANK OF AMERICA, N.A. as Attorney-in-Fact for Kai B. Schmidt and Becky Schmidt File no. 12-031448 SHAPIRO & SWERTFEGER, LLP*

Attorneys and Counselors at Law 2872 Woodcock Blvd., Duke Building, Suite

Atlanta, GA 30341-3941 (770)220-2535/EM

*THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jun6,13,20,27)B

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

Under and by virtue of the Power of Sale contained in a Security Deed given by Wil-liam Piechocniski and Sonya Piechocniski liam Piechocniski and Sonya Piechocniski to Mortgage Electronic Registration Sys-tems, Inc., dated August 4, 2006, recorded in Deed Book 773, Page 764, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Ser-vicing, LP by assignment recorded in Deed Book 894, Page 677, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED EIGHTY AND 0/100 DOLLARS (\$165,780.00), 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, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not vet 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 rerestrictions, coverants, and matters of re-cord superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the occurred architer in a net recuired 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 party in possession of the prop-erly is William A. Piechocniski and Sonya L. Piechocniski or a tenant or tenants and said property is more commonly known as 5334 lvy Log Dr, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a per-sonal money judgment against you. Bank of America, N.A., successor by Merger to BAC Home Loans Servicing, LP formerly known as Countrwide Home Loans Servicing L as Countrywide Home Loans Servicing LP as Attorney in Fact for William Piechocniski and Sonya Piechocniski McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ krc1 7/3/12 Our file no. 5186912-FT11 EX-HIBIT "A" The land referred to in this policy is situated in the State of GA, county of Union, City of Blairsville and described as follows: All that tract or parcel of land lying and being in Land Lot 83 of the 9th District, Union County, Georgia, bing Lot 1, Phase III, Ivy Log Estates Subdivision, as per plat re-corded in Plat Book 38, Page 256, records of Union County, Georgia, which plat is by reference incorporated herein and made a part bereaf APN 051_012_C01 MB/krct HIBIT "A" The land referred to in this policy a part hereof. APN: 051-012-C01 MR/krc1 7/3/12 Our file no. 5186912 - FT11

770-536-0101 N(Jun6,13,20,27)B NOTICE OF SALE UNDER POWER

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

Under and by virtue of the Power of Sale contained in a Security Deed given by Pat-rick Graf and Christie L Graf to Mortgage Electronic Registration Systems, Inc. as a nominee for American Brokers Conduit, dated March 3, 2006, recorded in Deed Book 634, Page 189, Union County, Georgia Records, as last transferred to The Bank of New York Mellon, as Trustee for Structured Asset Mortgage Investments II Trust 2006-AR5, Mortgage Pass-Through Certificates, Series 2006-AR5 by assignment to be re-corded in the Office of the Clerk of Superior Corded in the Unice of the Cierk of Superior Court of Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SIX HUNDRED THOUSAND AND 0/100 DOLLARS (\$600,000.00), 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 July, 2012, the following described property: Tract I All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 59 of Union County, Georgia, containing 5.239 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated May 14, 1991 and recorded in Union County Records in Plat Book Y, Page 156. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Also conveyed herewith is a 20 foot wide easement running from Laurel Ridge Road to the above described property Said easement being shown on the above referred to plat of survey. Said easement referred to plat of survey. Said easement being for ingress and egress to the above described property. Subject to easement recorded in Union County Records at Deed Book 569, Pages 187-189. Tract II All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 86 of Union County, Georgia, containing 1.55 acres, more or less, and being Lot 16C as shown on a plat of survey by William F. Ro-lader, dated January 9, 1990 and recorded in Union County Records in Plat Book X, Page 27. Said plat is incorporated herein, by reference hereto, for a full and complete by reference hereto, for a full and complete description of the above described proper-ty. Also conveyed is a road easement over existing subdivision roads. Tract III All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lots 59 & 86 of Union County, Georgia, and being Tract II, containing 2.729 acres, more or less, and Tract III, containing 6.664 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated March 29, 2003 and recorded in Union County Records in Plat Book 27, Page 209. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Tract IV All that tract or parcel of land lying and being in the 10th District, Ist Section, Land Lot 86 of Union County, Georgia, containing 0.66 acre, more or less, and being Lot 15B of Oakridge Subdivision, and being more particularly described as follows: BEGINNING at the land lot corners common to Land Lots 58, 59, 86& 87; thence South 88 degrees 22 minutes 37 seconds West 960.99 feet to an iron pin and the TRUE POINT OF BEGINNING; thence South 53 degrees 48 minutes 30 seconds West 267.38 feet; thence South 67 degrees 05 minutes West 77.66 feet; thence North 16 degrees 37 minutes West 197.28 feet to an iron pin; thence South 89 degrees 50 minutes 45 seconds East 343.72 feel to the TRUE POINT OF BEGINNING. Tract II Subiect to restrictions recorded in Union County Records in Deed Book 127, Page 230. Sub-ject to an easement to Blue Ridge Mountain Electric Membership Corporation recorded in Union County Records in Deed Book 126, Page 227. Subject to a water agreement recorded in Union County Records in Deed Book 184, Page 785. Tract III Subject to a water agreement recorded in Union County Records in Deed Book 206, Pages 461-462 arid Deed Book 299, Pages 779-780. Tract IV Subject to the road easement on the Southern boundary. Subject to restrictions recorded in Union County Records in Deed Book 127, Page 230. Subject to easement to Blue Ridge Mountain Electric Membership Corporation recorded in Union County Re-cords in Deed Bock 126, Page 227. 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

Jaw, including attorney's fees (notice of in-tent to collect attorney's fees (notice of in-tent to collect attorney's fees having been given). Homeward Residential, Inc. can be contacted at 877-304-3100 or by writing to 6501 Irvine Center Drive, Irvine, CA 92618, to discuss possible alternatives to foreclo-sure Said nonperty will be sold subject to sure. 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 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 Patrick Graf and Christie Graf or a tenant or tenants and said property is more commonly known as 883 Griffith Ridge Rd, Blairsville, Georgia 30512. The

August 9, 1998, recorded September 11, 1998, in Deed Book 298, Page 779, Union County, Georgia records, as last modified by Modification of Security Deed dated March 31, 2008, recorded in Deed Book 756, Page 279, Union County, Georgia records, said Security Deed being given to secure a Note from 0TIS YOUNG and SARAH YOUNG A/K/A SARA YOUNG dated March 31, 2008, in the original principal amount of One Hundred Seven Thousand Four Hundred Thirty Nine and 50/100 (\$107,439.50) Dollars, with in-terest from date at a rate per cent per an-num on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash be-fore the Courthouse door at Union County, Georgia, within the legal hours of sale on

the first fuesday in July, 2012, the follow-ing described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 260 of Union County, Georgia, contain-ing Other Section Section Land ing 0.815 acres, more or less, and being Lot Hig 0.515 acres, more or less, and being Lot #9 of Brackett Creek Subdivision as shown on a plat of survey by Rochester & Associ-ates, Inc., dated July 13, 1995 and recorded in Union County Records in Plat Book 33, Page 171. Said plat is incorporated herein, by reference hereto, for a full and complete descripting of the above described wave description of the above described property.

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

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

Deed nist set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is OTIS YOUNG and SARA YOUNG or a tenant or tenants. UNITED COMMUNITY BANK D/B/A UNION COUNTY BANK N/K/A UNITED COMMUNITY BANK

BANK, as attorney in Fact for OTIS YOUNG and SARA YOUNG

L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8

TI Mountain Suree, Suite o Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03298 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL DE LIECE FOR THAT DURDOR DETAINED WILL BE USED FOR THAT PURPOSE. N(Jun6,13,20,27)B

STATE OF GEORGIA. COUNTY OF UNION NOTICE OF JUDICIAL SALE "CAVEAT EMPTOR" STATE OF GEORGIA, COUNTY OF UNION NO-

TICE OF JUDICIAL SALE "CAVEAT EMPTOR" in the City of Blairsville, Georgia on the 3rd day of July, 2012 between the hours of 10:00 a.m. and 4:00 p.m., there will be sold on the steps of the Union County Court-house, at 65 Courthouse Street, at public cryout, to the highest bidder for cash, the following property: TO WIT:

Lot 44, Coosa Walk Subdivision; All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 47 of Union County, Georgia, containing 1.59 acres, more or less, and being Lot 44 of Coosa Walk Subdivision, as shown on a plat of survey by Lane S. Bishop R.L.S. dated Au-gust 11, 1988 and recorded in Union County Records in Plat Book U, Page 96. Said plat is incorporated herein, by reference hereto, for a full and complete description of the

above described property. Lots 4, 5 and 7 of Mountainside Subdivi-sion: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 99 of Union County, Georgia, and being Lot 4 of Mountainside Subdivision, containing 2.393 [sic acres], more or less, and being Lot 5 of Mountainside Subdivi-ion containing 1.0 (c) acres sion, containing 1.0 [sic acre], and Lot 7 of Mountainside Subdivision, containing 0.933 [sic acres], more or less, as shown on a plat of survey by Southern Geosys-tems, LTD dated September 1, 2005 and tems, LID dated September 1, 2005 and recorded in Union County Records in Plat Book 56, Page 284. Said plat is incorpo-rated herein, by reference hereto, for a full and complete description of the above de-ceribed uncertainty.

scribed property. Lot 20, Poplar Ridge Subdivision: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 63 of Union County, Georgia, and being Lot 20 of Poplar Ridge Subdivision, containing 2.00 acres, more or less, as shown on a plat of acres, more or less, as snown on a plat or survey by North Georgia Surveyors, dated May 29, 1987, and recorded in Union Coun-ty Records in Plat Book P, Page 222. Said plat is incorporated herein, by reference

hereto, for a full and complete description of the above described property. Lot 20, Riverbend Subdivision: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 20 of Union District, 1st Section, Land Lot 20 of Onion County, Georgia, containing 1.2 acres, more or less, and being Lot 20, as shown on a plat of survey of Riverbend Subdivi-sion made by Jack Stanley, dated July 13, 1981 and recorded in Union County, Geor-gia Records in Plat Book J, Page 117. Said plat is incorporated into this instrument by reference hereto for a complete and acreference hereto for a complete and ac-curate description of the above described property.

property. (Lot 44, Coosa Walk Subdivision; Lots 4, 5 and 7 of Mountainside Subdivision; Lot 20, Poplar Ridge Subdivision and Lot 20, River-bend Subdivision will hereinafter be collec-tively referred to as the "Property"). The Property will be sold subject to all prior easements, covenants, restrictions, and encumbrances of record. The aforesaid Property or a nortion thereof, may be nos-

GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Donna T. Sticher to Wells Fargo Bank, N.A., dated May 5, 2006, recorded in Deed Book 645, Page 69, Union County, Georgia Re-cords, conveying the after-described prop-erty to secure a Note in the original princi-pal amount of SIXTY THOUSAND AND 0/100 DOLLARS (\$60.000.00). with interest there paí amount of SIXTY THOUSANĎ AND 0/100 DDLLARS (\$60,000.00), with interest there-on 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, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security 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 maining in derauit, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, 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. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, d concerted the PDP 1-800-416-1472. 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 property is Donna T. Sticher or a tenant or tenants and said property is more commonly known as 6799 Confidence Church Rd, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Wells Fargo Bank, N.A. as Attorney in Fact for Donna T. Sticher McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/stm 7/3/12 Our file no. 5577812-FT7 EXHIBIT //3/12 Our file no. 55/7812-F1/ EXHIBI '4" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 287 of Union County, Georgia, contain-ing 0.70 acres, more or less, as shown on a plat of survey by Jack Stanley Union County Surveyor dated July 16, 1984 and recorded in Union County Records in Plat Book O in Union County Records in Plat Book Q, Page 93. Said plat is incorporated herein, by reference hereto, for a full and com-plete description of the above described property. Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property. MR/stm 7/3/12 Our file no. 5577812 - FT7

NOTICE OF SALE UNDER POWER UNION COUNTY

N(Jun6.13.20.27)B

Pursuant to the Power of Sale contained in a Security Deed given by Sherry Warren to Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans. Inc. dated 7/24/2009 and recorded in Deed Book 810 Page 245-253, UNION County, Georgia oru rage 243-233, UNIUN County, Georgia records; as last transferred to BANK OF AMERICA, N.A. by Assignment filed for record in UNION County, Georgia records, conveying the after-described property to secure a Note in the original principal amount of \$ 120,099.00, with interest at the rate specified therein there will be the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia,

Cournouse door of Union County, Georgia, within the legal hours of sale on the first Tuesday in July, 2012 (July 03, 2012), the following described property: Tax ID Number(s): 070C 040 Land situated in the County of Union in the

State of GA

State of GA ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 239, 9TH DISTRICT, 1ST SECTION OF UNION COUNTY, GEORGIA, CONTAINING 0.48 ACRE, MORE OR LESS, AND BEING SHOWN ON A PLAT OF SURVEY PREPARED BY BLAIRS-ULL S SURVEY PREPARED BY BLAIRS-ULL S SURVEY PREPARED BY BLAIRS-VILLE SURVEYING CO., DATED JULY 28,2008 AND RECORDED IN PLAT BOOK 57, PAGE 227, UNION_COUNTY, GEORGIA_RECORDS. SAID ELAT IS INCORPORATED HEREIN BY REFER-ENCE FOR A MORE COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

Commonly known as: 890 Sawmill Road, Blairsville, GA 30512

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

attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 890 Sawmill Road, Blairsville, GA 30512 to-gether with all fixtures and personal propgeneration with an intures 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): Sherry Warren or tenant or tenant

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

Said property is commonly known as 410 Hollow Hill Road, Blairsville, GA 30512 together with all fixtures and personal prop-erty attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Jessica C. Guild and Michael R

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

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-iudicial sales in the State of Georgia. the Deed Under Power and other foreclo-sure documents may not be provided until final confirmation and audit of the status of

the loan as provided immediately above. JPMorgan Chase Bank, National Association as agent and Attorney in Fact for Jes-sica C. Guild

sica C. Guild Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlan-ta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECT OR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1031-65788 N(Jun6,13,20,27)B

STATE OF GEORGIA

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Barbara Colwell to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$183,000.00 dated 02/11/2008, and recorded in Deed Book 748, page 235, Union County records, said Security. Deed being last transferred said Security Deed being last transferred and assigned to U.S. Bank, National As-sociation in Deed Book 897, Page 595, the undersigned will sell at public outcry to the highest bidder for cash before the Court-house door in said County, during the legal hours of sale, on the first Tuesday of July, 2012 by U.S. Bank, National Association, as

Attorney-in-Fact for Barbara Colwell the following described property: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 235 and 9th district, 1st Section, Land Lot 252 of Union County, Georgia, containing 2.0 acres, and being more particularly described as follows: Beginning at an iron pin on the West original Line of the Dean Property and Odom Property; thence run-ning in an East direction 420 feet to an iron pin; thence North 210 feet to an iron pin; thence in a West direction 420 feet to the original line above-referenced; thence in a South direction with the original line to the

point of beginning. The above property is as shown and de-picted as property of "Colwell Bros." in a plat of survey for Don and Troy Phillips dat-ed May 8, 1975 and recorded in Plat Book E, page 29 of the Union County Superior Court Clerk's Office. This property fronts on Becky Road.

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

nertv Blairsville, GA 30512 The indebtedness secured by said Deed to

The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of pay-ing the same and all expenses of sale, in-cluding attorney's fees, (notice having been given as provided by law). The property will be sold as the property of The Aforesaid Grantors subject to the fol-lowing:

lowina:

(1) all prior restrictive covenants, ease- (1) an prior restrictive covenants, case-ments, rights-of-way or encumbrances;
(2) all valid zoning ordinances;
(3) matters which would be disclosed by an accurate survey of the property;
(4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above. Pursuant to 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 indebtodenee in: indebtedness is: U.S. Bank, National Association

4801 Frederica Street

Owensboro, KY 42301 PHONE: 800-365-7772

(Jun6,13,20,27)E

Nothing contained in this Notice of Sale shall obligate Lender to negotiate, amend or modify said indebtedness. To the best of the undersigned's knowledge

and belief, the party in possession is Bar-bara Colwell. U.S. Bank, National Association, as Attor-

This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-02999 N(Jun6.13.20.27)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Charles D Tucker, Jr. and Lisa A Tucker to Mortgage Electronic Registra-tion Systems, Inc. as nominee for United Community Mortgage Services, Inc., its successors and assigns dated September 27, 2007 in the amount of \$85,500.00, and 27, 2007 in the amount of \$63,500.00, and recorded in Deed Book 729, Page 3, Union County, Georgia Records; as last trans-ferred to Cenlar FSB by assignment; the undersigned, Cenlar FSB pursuant to said deed and the note thereby secured, has de-clared the entire amount of said indebted-nees due and payable and pursuant to the ness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in July, 2012, during the legal hours of sale, at the Courthouse door in Union County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lot 126 of Union County, Georgia, and be-ing Tract IV, containing 0.57 acres, more or less, as show on a plat of survey by Blairsville Surveying Co., dated March 15, 1994, and recorded in Union County Records in Plat Book 30, page 178. Said plat is incor-porated herein by reference hereto, for a full and complete description of the above described property.

All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lot 126 of Union County, Georgia, and be-ing Tract 4, containing 1.133 acres more or less, as shown on a plat of survey by Rochestre & Associates, Inc., dated August 21, 1991 and last revised December 1, 1992, and recorded in Union County Records in Plat Book 27, Page 190. Said plat is incor-porated herein, by reference hereto, for a full and complete description of the above described property

described property. LESS AND EXCEPT: All that tract or parcel of land lying and be-ing in the 10th District, 1st Section, Land Lot 126 of Union County, Georgia, and being Tract II, containing 0.34 acres, more or less, as shown on a plat of survey by Blairsville Surveying Co., dated March 15, 1994, and recorded in Union County Records in Plat Book 30, Page 178. Said plat is incorpo-rated herein by reference hereto, for a full and complete description of the above de-

scribed property. Also conveyed is a non - exclusive perpet-ual easement for the use of the roads for ingress and egress to the above described

property. which has the property address of 1452 Owl Roost Trail, Blairsville, Georgia., to-gether with all fixtures and other personal property conveyed by said deed.

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

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

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Said property will be sold as the property of Charles D Tucker, Jr. and Lisa A Tucker and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Cenlar FSB Attorney in Fact for Charles D Tucker, Jr. and Lisa A Tucker McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com

Www.intcurg/caluter.com The North Georgia News Publication Dates:06-06-2012, 06-13-2012, 06-20-2012, 06-27-2012 File No. 12-03835 /FHLMC/sstojanovic THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEPT. AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Jun6.13.20.27)B

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale con-

tained in a Security Deed given by Charles Bougher and a/k/a Charles S Bougher to Mortgage Electronic Registration Systems, Inc., dated April 7, 2010, recorded in Deed Inc., dated April 7, 2010, recorded in Deed Book 830, Page 502, Union County, Georgia Records, as last transferred to Wells Fargo Bank, N.A. by assignment recorded in Deed Book 897, Page 586, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of NINETY-FIVE THOU-SAND AND 0/100 DOLLARS (\$\$5,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the there will be sold at public outcry to the highest bidder for cash before the court-

NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY

N(Jun6,13,20,27)B

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 Anthony J. Parkis to Mortgage Electronic Registration Systems, Inc., dated April 5, 2007, recorded in Deed Book 703, Page 2021, Union County, Cearrie Decords 227, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Country-wide Home Loans Servicing, LP by assign-ment recorded in Deed Book 893, Page 371, Ment recorded in Deed Book 893, Page 3/1, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-FIVE THOUSAND AND 0/100 DOLLARS (\$255,000.00), with interest thereon as set forth therein, there will est mereon as set form therein, mere 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 July, 2012, the following described property. SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-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 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 vet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that (bb1) 951-5100. 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 property is Anthony J. Parkis or a tenant or tenants and easid property is more commonly and said property is more commonly known as 5025 Wilson Mtn Smt, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seek-ing a personal money judgment against you. Bank of America, N.A., successor by you. bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Anthony J. Parkis McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/dt3 2/0/20 www.foreclosurehotline.net MR/dt3 73/12 Our file no. 5131912-F114 EXHIBIT "A" Tax ID Number: 100A-010-T Land situ-ated in the City of Blairsville in the County of Union in the State of GA All that tract or parcel of land lying and being in the 16th District 1st Section, Land Lot 11 of Union County Coursig and heins Let 10 of Wilcow County, Georgia, and being Lot 18 of Wilson Mountain Subdivision, as shown on a plat of survey by Rochester and Associates, Inc., dated March 26, 1991 and recorded in Union County records in Plat Book 32, Page 18. Said plat is incorporated herein, Page 16. Salu piat is incorporated inertin, by reference hereto, for a full and complete described of the above described property. Commonly known as: 5025 Wilson Mtn Smt, Blairsville, GA 30512 MR/dt3 7/3/12 Our file no, 5131912 - FT14 N(Jun6.13.20.27)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

ANY INFURMATION UBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by Ra-mona June Campbell to Mortgage Electron-ic Registration Systems, Inc., dated March 25, 2009, recorded in Deed Book 798, Page 63, Union County Genria Becorde as last 63, Union County, Georgia Records, as last transferred to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment recorded in Deed Book 836, Page 187, Union County, Georgia Re-836, Page 187, Union County, Georgia Re-cords, conveying the after-described prop-erty to secure a Note in the original princi-pal amount of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED EIGHTY-FIGHT AND 0/100 DOLLARS (\$144,488.00), 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, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said A PART HEREOF The debt secured by said Security Deed has been and is hereby de-clared due because of, among other pos-sible events of default, failure to pay the sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-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 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 advorem taxes (includany outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. 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 property is the party in possession of the property is Ramona June Campbell or a tenant or tenants and said property is more commonly known as 85 Hollow Hill Spur, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Bank of America, N.A., Successor by merger to BAC Home Loans Servicing, LP Reconstruction of the cost of or parcel of land lying and being in the 9th District, 1st Section, Land Lot 152 of Union bistrict, ist Section, Land Lot 152 of Union County, Georgia, and being Lot 5 of Hollow Hill Subdivision, containing 0.918 acres, more or less, as shown on a plat of sur-vey by Rochester & Associates, Inc. Dated June 3, 1993 and recorded in Union County Records in Plat Book 30, Page 179. Subject to a 20 foot driveway easement for ingress and egress to house and shed located on Lot 5. Running along Lot 5 northern bound-ary line and lot 7 southern boundary line as shown on above referenced plat. Subject to restrictions as recorded in Union County Records in Deed Book 217, Page 55 and in Deed Book 240, Page 331. Subject to road easements as shown on plat. MR/rao1 7/3/12 Our file no. 51515610 - FT11 N(Jun6;13.20,27)8

sale will be conducted subject (1) to confir-mation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the Ioan with the holder of the security deed. The Bank of New York Mellon, as Trustee for Structured Asset Mortgage Investments II Trust 2006-AR5, Mortgage Pass-Through Certificates, Series 2006-AR5 as Attorney in Fact for Patrick Graf and Christie L Graf Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/eca1 7/3/12 Our file no. 1108312-FT1 N(Jun6,13,20,27)B

NOTICE OF SALE UNDER POWER State of Georgia, County of Union

STATE OF GEORGIA, COUNTY OF UNION Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by JIMMY W BROWN to WELLS FARGO BANK, N.A., dated 01/23/2009, and Re-corded on 01/27/2009 as Book No. 786 and Page No. 412-423, UNION County, Georgia records, as last assigned to WELLS FARGO BANK, N.A., by assignment, conveying the after-described property to secure a Note of even date in the original princi-pal amount of \$137,090.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry sold by the undersigned at public outcry sold by the undersigned at public outcry to the highest bidder for cash at the UNION County Courthouse within the legal hours of sale on the first Tuesday in July, 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BE-ING IN LAND LOT 155, 9TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA AND BE-ING LOT 14, BARON'S RIDGE SUBDIVISION, CONTAINING 0.936 ACRES, AS PER PLAT OF SURVEY RY SOLITHER GEOSYSTEMS, ITO SURVEY BY SOUTHERN GEOSYSTEMS, LTD, DATED JULY 12, 2006 AND RECORDED IN PLAT BOOK 58, PAGE 245, UNION COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REF-ERENCE INCORPORATED HEREIN AND MADE A DADY WEDGOT A PART HEREOF.

THE PROPERTY IS SUBJECT TO THE ROAD AND WATER LINE EASEMENT AS SHOWN ON THE AFORESAID PLAT.

THE PROPERTY IS SUBJECT TO THE RE-STRICTIONS AS RECORDED IN DEED BOOK 574, PAGE 396, UNION COUNTY, GEORGIA RECORDS.

THE PROPERTY IS SUBJECT TO THE EASE-MENTS IN FAVOR OF BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 526, PAGE 701, DEED BOOK 526, PAGE 703 AND DEED BOOK 526, PAGE 704, UNION COUNTY,

GEORGIA RECORDS. THE GRANTOR GRANTS TO GRANTEE A NON-EXCLUSIVE PERPETUAL EASEMENT OF INGRESS AND EGRESS OVER AND UPON THE SUBDIVISION ROADS AS SHOWN ON THE AFORESAID PLAT TO THE ABOVE DESCRIBED PROPERTY. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Se-cure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: WELLS FARGO BANK, N.A., ATTN: BK DEPT - MAC #03347-014, Foreclosure 3476 STATEVIEW BLVD, FORT MILL, SC 29715, 803-396-6000. Please understand that the secured creditor is not required to neonize amend or modify the terms to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party/parties in possession of the sub-ject property known as 26 DUCHESS CT, BLAIRSVILLE, GEORGIA 30512 is/are: JIMMY W BROWN or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, cov-enants, etc. The sale will be conducted to (1) coi firmation that subject to (1) command that the safe is not prohibited under the U.S. Bankruptoy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial 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 sta-tus of the loan as provided in the preceding paragraph. WELLS FARGO BANK, N.A. as Attorney in Fact for JIMMY W BROWN. THIS LAW FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20110169806039 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.

N(Jun6.13.20.27)B

Property, or a portion thereof, may be possessed by Charles Totherow. The Property is being levied on to satisfy the Fi.Fa. and the lien in favor of the Bank of Hiawassee, Bank of Blairsville, Bank of Blue Ridge and Citizens South Bank (collectively here-inafter referred to as "Plaintiff in Fi.Fa.") inafter referred to as "Plaintiff in Fi.Fa.") against the Property of Highland Building Supply, Inc, Calvin Collins and Charles Totherow (collectively hereinafter referred to as "Defendant in Fi.Fa."). The Fi.Fa. and the order of foreclosure were issued in the Superior Court of Union County, Georgia, Civil Action No. 2010-SU-CV-169-LA levied on as the Property of Defendant in Fi.Fa., notice of levy and sale having been given to the Defendant in Fi.Fa. as required by law. Citizens South Bank, successor in interest to Bank of Hiawassee. Bank of Blairsville to Bank of Hiawassee, Bank of Blairsville and Bank of Blue Ridge, is foreclosing on its secured statutory lien pursuant to 0.C.G.A. Section 44-3-232. Note: The judgment holder makes no declaration or war-ranty of the correctness or completeness of the above information. Said Property will be solver minimation. Said Property will be sold subject to all state and county delinquent taxes, and no warranty of title as to defects of title or survey or liens an encumbrances or other title defects will be made in conjunction with the sale. The be made in conjunction with the sale. The Union County Sheriff makes no warran-ties whatsoever as to the above described Property. The Sheriff specifically makes no warranty of title as to defects of title or survey or liens and encumbrances or other title defects in conjunction with the sale. The Sheriff reserves the right to rasale. The Sheriff reserves the right to re-

sale. The Sherim reserves the right to re-ject any and all bids made, regardless of the amount, for the purchase of the above described Property. Purchaser shall pay all costs in connection with the sale. Govern yourself accordingly. This the 1st day of luce 2010. day of June. 2012.

Scott Stephens, Sheriff of Union County, Georgia. N(Jun6.13.20.27)B

or tenants. Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), (b) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security

Deed first set out above. 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 clean with the behavior the Commitof 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. BANK OF AMERICA, N.A. as agent and At-

Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlan-

3375 Pleatmont Hoad, N.E., Suite 500, Atlan-ta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1016-1676 N(Jun6.13.20.27)B

U.S. Bank, National Association, as Attor-ney-in-fact for Barbara Colwell. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-02852 Wulm6.132070B

highest bloder for cash before the court-house door of Union County, Georgia within the legal hours of sale on the first Tuesday in July, 2012, 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 barehy 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 same and all expenses of this paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). 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 and payable), any matters which might be disclosed by an accurate survey and in-Disclosed by an accurate survey and m-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage, Inc., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mort-gage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Estate of Charles Bougher or a tenant or tenants and said property is more commonly known as 298 High Range Drive, 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 and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real solely to infection the frequencies of the formation of the seeking a personal money judgment against you. Wells Fargo Bank, NA as Attorney in Fact for Charles Bougher and *alka* Charles S Bougher McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/stm 7/3/12 Our file no. 5517512-FT7 EXHIBIT "A" All that tile no. 5517512-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 134, containing 0.792 acre, more or less, and being Lot Seventy (70) of Meadows of lvy Log, Phase III, as shown on a plat of survey by Land Tech Services, Inc., dated 9/6/02, and recorded in Plat Book 50 page 229 Union County records, which description on said plat is hereby incorporated by refer-ence and made a part hereof. The property ence and made a part hereof. The property is subject to the road easements as shown on said plat. Subject to the restrictions recorded in Deed Book 434 page 115 Union County records. Subject to easements to Blue Ridge Mountain EMC recorded in Deed Book 165 page 512 and in Deed Book 343 page 532 Union County records. Subject to set-back lines as shown on said plat. Grantor grants to grantee a non-exclusive, Grantor grants to grantee a non-exclusive, perpetual easement for the use of the sub-division roads for ingress and egress to the above property. MR/stm 7/3/12 Our file no. 5517512 - FT7. N(Jun6,13,20,27)B