North Georgia News

Legal Notices for September 26, 2012 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 TIM J. WILSON AND DARLENE WILSON **NOTICE OF SALE UNDER POWER**

to MORTGAGE ELECTRONIC REGISTRATION

SYSTEMS, INC. ("MERS") AS NOMINEE FOR BNC MORTGAGE, INC., dated 01/31/2007, and Recorded on 02/09/2007 as Book No.

691 and Page No. 24-43, UNION County, Georgia records, as last assigned to U.S. BANK NATIONAL ASSOCIATION, AS TRUST-

EE OF THE STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES,

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION **NOTICE OF SEIZURE** INTERNAL REVENUE SERVICE IN RE: Estate of Michael Dale Kinnett, De-CRIMINAL INVESTIGATION CRIMINAL INVESTIGATION
On August 17, 2012, the Internal Revenue
Service seized \$35,812.85 from account
number XXXXXX5402, and \$28,756.07 from
account number XXXXXX7200 from United All debtors and creditors of the Estate of Michael Dale Kinnett, deceased, late of Union County, Georgia, are hereby notified Community Bank located in Blairsville, GA 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 in U. S. currency as property forfeitable un-der 18 United States Code, Section 981, for involvement in a violation of 31 USC 5317. Any person claiming an ownership interest in this property must file a claim no later make immediate payment to the Personal Representative(s). This 7th day of September. 2012. than 30 days after October 3, 2012, the date of final publication of this notice, in ac-By: Kristin Stanley, Clerk of the Probate Court of final publication of this notice, in accordance with 18 USC 983 (a)(2)(B). The claim must be filed with the Atlanta Field Office, Special Agent in Charge, Attn: Asset Forfeiture Coordinator, 401 W Peachtree Street, Room 600, Stop 400-D, Atlanta Georgia 30308, on or before November 3, 2012, otherwise, the property will be forfeited and disposed of according to law Mail the 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Sept12,19,26,0ct3)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION and disposed of according to law. Mail the claim to the Internal Revenue Service at the above address and reference seizures IN RE: Estate of Frederick Shannon Smith, All debtors and creditors of the Estate of Frederick Shannon Smith, deceased, late of Union County, Georgia, are hereby noti-NOTICE OF ARTICLES OF INCORPORATION fied to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s). Notice is given that Articles of Incorporation which will incorporate NEW DAY CORPORA-TION, have been delivered to the Secretary of State for filing in accordance with the Georgia Corporation Code. The initial reg-Representative(s). This 6th day of September, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 istered office of the corporation is located at 545 Helen Highway, Suite D, Cleveland, Georgia 30528 and its initial registered agent at such address is David E. Barrett. Blairsville, GA 30512 N(Sept12,19,26,0ct3)B STATE OF GEORGIA NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION 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 James Fisher and Sharon Fisher to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$180,000.00 dated 01/04/2007, and recorded in Deed Rock 658 page 752 Union IN RE: Estate of Edith Irene Brendel, De-All debtors and creditors of the Estate of Edith Irene Brendel, 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). corded in Deed Book 685, page 753, Union County records, said Security Deed being last transferred and assigned to CitiMortgage, Inc. in Deed Book 904, Page 206, the undersigned will sell at public outcry to the highest bidder for cash before the Courtbeard of the county of the cou This 6th day of September, 2012. By: Kristin Stanley, Clerk of the Probate Court Ingliest bluder for dash before the Court-house door in said County, during the legal hours of sale, on the first Tuesday of Octo-ber, 2012 by CitiMortgage, Inc., as Attorney-in-Fact for James Fisher and Sharon Fisher 65 Courthouse Street, Suite 8 Blairsville, GA 30512 the following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 250 and 251 of Union County, Georgia, containing 4.37 acres, more or less, as shown on a plat of survey by Bruce Hunt, Deputy Survey, dated July 1979 and recorded in Union County Records in Plat Book I, Page 267. Said plat is NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF UNION IN RE: Estate of Phyllis Irene Hislop, De-All debtors and creditors of the Estate of Phyllis Irene Hislop, deceased, late of Union County, Georgia, are hereby notified incorporated herein, by reference hereto, for a full and complete description of the 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). above described property.

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

Property known as: 29 Nicholson Rd, Blairs-Representative(s).
This 6th day of September, 2012.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8 ville. GÁ 30512 VIIIe, 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 payaring the secured of the secure Blairsville, GA 30512 ing the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law). NOTICE TO DEBTORS AND CREDITORS The property will be sold as the property of COUNTY OF UNION IN RE: Estate of Mari A. Bloom, Deceased All debtors and creditors of the Estate The Aforesaid Grantors subject to the folof Mari A. Bloom, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to (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 the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to survey of the property; (4) the outstanding ad valorem taxes and assessments, make immediate payment to the Personal Representative(s). This 29th day of August, 2012. if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 pavable: and (6) matters of record superior to the security deed first set out above. CitiMortgage, Inc. holds the Note and refercommortgage, inc. notes the wore and reterenced Security Deed and services the loan
on behalf of Federal Home Loan Mortgage
Corporation, the current owner of your
loan. Pursuant to O.C.G.A Section 44-14162.2 the name of the person or entity who
has the full authority to negotiate, amend,
or modify the terms of the aforementioned
indebtedness is: Blairsville, GA 30512 NOTICE TO DEBTORS AND CREDITORS IN RE: Estate of Roger Lee Cobb, Deceased All debtors and creditors of the Estate of Roger Lee Cobb, deceased, late of Union CitiMortgage, Inc. County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the es-1000 Technology Drive O'Fallon, MO 63368 U ration, MU 63368 PHONE: 866-272-4749 Pursuant to O.C.G.A. Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness. tate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s) and belief, the party in possession is James Fisher and Sharon Fisher. By: Kristin Stanley, Clerk of the Probate Court Fisher and Sharon Fisher.
CitiMortgage, Inc., as Attorney-in-fact for James Fisher and Sharon Fisher.
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 N/Sept19,26,0ct3,10)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA. COUNTY OF UNION IN RE: Estate of Deloris R. Michael, De-Atlanta, GA 30346 All debtors and creditors of the Estate of Deloris R. Michael, deceased, late of Phone – (770) 392-0398 Toll Free – (866) 999-7088 Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the www.penderlaw.com Our File No. 12-05575 N(Sept5,12,19,26)P estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal **NOTICE OF SALE UNDER POWER** GEORGIA, UNION COUNTY
Under and by virtue of the Power of Sale
contained in that Deed to Secure Debt Representative(s). This 14th day of September, 2012. By: Kristin Stanley, Clerk of the Probate Court given by LARRY D. GREEN AND WANDA GREEN to Bank of Hiawassee d/b/a Bank 65 Courthouse Street, Suite 8 Blairsville, GA 30512 of Blairsville, being dated April 27, 2006, recorded in Deed Book 643 Pages 410-418, Union County Georgia records, as modified in Deed Book 715, Pages 569-572, and as modified in Deed Book 810, Pages 429-432 NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA. Union County Georgia records and last assigned to Citizens South Bank, in Deed COUNTY OF UNION IN RE: Estate of Harold Fred Michael, Sr., Book 853, pages 642-650, Union County, Deceased Georgia records, said Deed to Secure Debt. as modified, being given to secure a note from Larry D. Green and Wanda Green to All debtors and creditors of the Estate of Harold Fred Michael, Sr., deceased, late of Bank of Blairsville, dated August 7, 2009, in the original principal amount of \$88,000.00, with interest thereon as set forth therein, Union County, Georgia, are hereby notified render their demands and payments 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 there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia, within Representative(s). This 14th day of September, 2012. By: Kristin Stanley, Clerk of the Probate Court the legal hours of sale on the first Tuesday in October, 2012, the following described 'All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 41 of Union County, Georgia, containing 1.01 acres, more or less, as shown on a plat of survey by Phillip Hensley, Asst. County Surveyor, dated August 10, 1975, and being N(Sept19.26.Oct3.10)B NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA. further described as follows: COUNTY OF UNION IN RE: Estate of Mildred Ayers Thompson, BEGINNING at an Iron Pin Set in the South-east right of way line of Wolfe Pen Gap Road; thence along and with the said Southeast right of way line South 18 degrees West 210' to an Iron Pin Set; thence South 72 degrees 30' East 210 feet to an Iron Pin Set; thence North 18 degrees East 210' to an Iron Pin Set; thence North 72 degrees 30' West 210', to the point of REGNNING Deceased All debtors and creditors of the Estate of Mildred Ayers Thompson, deceased, late of Union County, Georgia, are hereby noti-fied to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal West 210' to the point of BEGNNING. Said property is located at 436 Moccasin Road, Blairsville, GA 30512." The debt secured by said Deed to Secure Debt, as modified, has been and is hereby declared due because of, among other pos-Representative(s). This 20th day of September, 2012. By: Kristin Stanley, Clerk of the Probate Court sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the note and Deed to N(Sept26.0ct3.10.17)B Secure Debt, as modified. The debt remaining in default, this sale will be made for the purpose of paying the same and all exl, Jacob Shook, am not responsible for any debt other than debt made by myself as of September 7, 2012. penses of this sale, as provided in the Deed to Secure Debt, as modified, 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, any matters Jacob D. Shook NOTICE OF PUBLIC SALE which might be disclosed by an accurate OF ABANDONED VEHICLES
Pursuant to O.C.G.A. Subsection 40-11-2, survey and inspection of the property, any assessments, liens, encumbrances, zoning Tanner's 24 HR Towing & Recovery, Inc. through its agents states that the following vehicles are abandoned and will be ordinances, easements, restrictions, covenants, and matters of record superior to the Deed to Secure Debt, as modified, first sold at auction on October 16, 2012 at 8:45 set out above. a.m., at 515 Blue Ridge Street, Blairsville, GA 30512. The individual or entity that has full authe individual of entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Citizens South Bank, 10 Highway 515, Blairsville, GA 30512; (706)-1997 Toyota Camry, 4T1BG22KXVU048115 1998 Ford Explorer, 1FMYU24X1WUC15782 1993 Ford Ranger, 1FTCR10A8PUD05394 N(Sept26,Oct3)B IN THE SUPERIOR COURT OF UNION COUNTY STATE OF GEORGIA IN RE: (A.N.F.), Plaintiff TO: Adam Ross Clark Civil Action No. MM-12-A4-2 NOTICE OF PUBLICATION NUTICE UP PUBLICATION
By order for service by publication dated
the day of, you are hereby notified that on
the 20th day of April, 2012, Stephanie Flood
Osborn & Samuel Jeffrey Osborn filed suit
against you for Petition to Terminate Parental Rights of Biological Father and Petition
for Step-Father Adoption. You are required to file with the Clerk of the Superior Court and to serve upon plaintiff's attorney, Gayle S. Graziano, 243 Big Sky, Hiawassee, GA 30546, an answer in writ-ing within sixty (60) days of the date of the (706)-896-9699 order for publication. Witness, the Honorable Murphy Miller, Judge of this Superior Court. This the 14th day of September, 2012 ADVERTISEMENT FOR BIDS City Of Blairsville, Georgia parate sealed Bids for the construction
Improvements to Blairsville Municipal Airport will be received by the City Of Blairsville, Georgia, hereinafter referred to as the Owner, at Blairsville City Hall until 10:00 a.m., local time, Tuesday, October 30, 2012. Bids will then be publicly opened and read aloud. Bids received after this time will not be accepted and will be returned items at the Blairsville Municipal Airport: North Entrance Road, Future Apron Grading, New Beacon, New Wind Cone and Miscellaneous Electrical Work Total Contract Time for completion of the work is 105 calendar days.
Liquidated damages for delay will be in the amount of One Thousand Dollars (\$1,000.00) per calendar day that the project remains incomplete after the specified completion time. A mandatory pre-bid conference will be conducted at 10:00 a.m. on Tuesday, October 16th, in the Airport Conference Room of the Blairsville Municipal Airport, 240 Airport Drive, Blairsville, Georgia 30512. Other Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings and other Bidding and Contract Documents may be examined at the office of the following: Barge, Waggoner, Sumner and Cannon, Inc., 200 Clinton Avenue, Suite 800, Huntsville, Alabama 35801, Phone (256) 533-1561 City Of Blairsville, 62 Blue Ridge Street, Blairsville, Georgia 30512 Copies of the Bidding Documents may be obtained from the Engineer, Barge, Wag-goner, Sumner and Cannon, Inc., 200 Clin-ton Avenue, Suite 800, Huntsville, Alabama 35801. Phone (256) 533-1561. upon prior payment of \$200.00 per set for printing, reproduction, handling and distribution costs. No partial or "split sets" will be issued. All checks for copies of the Bidding Documents shall be made payable to Barge, Waggoner, Sumner and Cannon. Bid Security: Each Bidder must deposit with his Bid, as Bid Security, a Bid Bond payable to the Owner in an amount equal to five (5) percent of the total amount Bid, but in no case more than \$10,000. Contract Security: The Successful Bidder will be required to furnish separate perfor-mance and payment bonds payable to the Owner, Each bond shall be in an amount equal to 100% of the Contract Price as se-curity for Contractor's faithful performance and payment of all obligations under the within ninety (90) days after actual date of opening thereof. Bids in the case of corporations not chartered in Georgia, must be accompanied by proper certificate evidencing that such cor-poration is authorized to do business in the . State of Georgia. Bids are to be based upon prevailing wages in Union County, Georgia; and in no case are wages considered less than those predetermined by the Secretary of Labor, a schedule of which is contained in the Contract Documents. The Successful Bidder whether a resident or nonresident shall be required to comply with all City, County and State licensing and/or permit laws. The Owner reserves the right to refuse to issue a proposal form to a prospective bid-der should such bidder be in default for any of the following reasons: (a) Failure to comply with any prequalifica-tion regulations of the Owner, if such regu-lations are cited, or otherwise included, in the proposal as a requirement for bidding. (404) 373-1612 contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder. (c) Contractor default under previous contracts with the Owner. (d) Unsatisfactory work on previous contracts with the Owner. Bids shall be on the forms included in the Bidding Documents and submitted in an N(Sept5,12,19,26)B opaque sealed envelope clearly identified on the outside as follows: BID FOR CONSTRUCTION OF IMPROVEMENTS TO BLAIRSVILLE MUNICIPAL AIRPORT PROJECT APO90-XXXX-XX (291), Union County SUBMITTED BY: (Name of Bidder with Bidder's Current Georgia General Contractor's License Number). The Bid shall be addressed to: Honorable Jim Conley, Mayor 62 Blue Ridge Street Blairsville, Georgia 30512 Bids submitted by mail shall be registered. The Owner reserves the right to reject any and all Bids, to waive any informalities or irregularities in the Bids received, and to accept the Bid which is deemed most favorable to the Owner at the time and under By: Honorable Jim Conley, Mayor NOTICE OF PETITION TO CHANGE NAME Notice is hereby given that Ethel Lue Seabolt Holbrook, the undersigned, filed her petition to the Superior Court of Union County, Georgia, on the 13th day of Septemto Patsv Seabolt Holbrook. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change

781-3166. Please understand that the se cured creditor is not required 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 Wanda Green, or a tenant or tenants. Any person who occupies the proper-ty pursuant to a bona fine lease or tenancy may have additional rights pursuant to the federal Protecting Tenants at Foreclosure Citizens South Bank as attorney in fact for Larry D. Green and Wanda Green. Bruce L. Ferguson Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTICE OF SALE UNDER POWER **GEORGIA. UNION COUNTY** Because of default in the payment of the indebtedness, secured by a Security Deed executed by Alan William Howard and Jennifer Yvonne Howard to Mortgage Electronic Registration Systems, Inc., as nominee for Branch Banking and Trust Company, its successors and assigns dated September 28, 2010 in the amount of \$185,780,00. and recorded in Deed Book 845, Page 524 Union County, Georgia Records; as last Company by assignment; the undersigned, Branch Banking and Trust Company pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in Octo ber, 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 Land Lots 181 & 182, 9th District, 1st Section, Union County, Georgia, containing 1.019 acres, more or less, and being shown as Lot Twenty-Four (24) of Nottely Highlands Subdivision on a plat of survey by Rochester & Associates, Inc., RS 2653, dated 07/25/01, revised 08/01/01 and re corded in Plat Book 49, Page 136, Union County, Georgia records, which plat is by reference incorporated herein and made a . The property is subject to the road easements as shown on said plat.

The property is subject to the Restrictions recorded in Deed Book 384, Pages 281-284, Union County, Georgia records
The property is subject to the power lin easements to Blue Ridge Mountain EMC as recorded in Deed Book 383, Page 282, Union County, Georgia records The property is subject to the right of way in favor of Union County, Georgia as re-corded in Deed Book 744, Page 414, Union County, Georgia records. grants to Grantee a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the which has the property address of 82 Kilo ran Way, Blairsville, Georgia., together with all fixtures and other personal property 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. Notice has been also given, in writing and by certified mail, return receipt requested. to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-Said property will be sold as the property of Alan William Howard and Jennifer Yvonne Howard and the proceeds of said sale will be applied to the payment of said indebt edness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed. **Branch Banking and Trust Company** Attorney in Fact for Alan William Howard and Jennifer Yvonne McCurdy & Candler, L.L.C. www.mccurdycandler.com The North Georgia News Publication Dates:09-05-2012, 09-12-2012, 09-19-2012, 09-26-2012 File No. 12-05939 /FHLMC/kgrant
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTICE OF SALE UNDER POWER **GEORGIA, UNION COUNTY** Because of default in the payment of the indebtedness, secured by a Security Deed executed by Meir Salman and Paula C. Salman to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, FSB, its successors and assigns dated November 15, 2007 in the amount of \$143,000.00, and recorded in Deed Book 736, Page 192, Union County, Georaia Records: as last transferred to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP by assignment; the undersigned, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in October, 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 being in the 17th District, 1st Section, Land Lot 218 of Union County, Georgia, and be-ing Lot 14 of Ross Ridge Subdivision, Phase

III, containing 1.267 acres, more or less, as shown on a plat of survey by William F. 1988 and recorded in Union County Records Objections must be filed with said Court within 30 days of the filing of said petition. This 13th day of September, 2012 in Plat Book U, page 123. Said plat is incorporated herein, by reference hereto, for a III and complete description of the described property.

Such state of facts as shown on plat re-Judy L. Odom, Clerk of Union County Superior Court corded in Plat Book U, page 123, Union County Records. APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, The restrictions recorded in Deed Book 141, pages 277-279, Union County Records. The road easements as shown on the above PARTNERSHIP OR OTHERS STATE OF GEORGIA COUNTY OF UNION which has the property address of 1199 Ross Ridge Rd, Blairsville, Georgia., to-gether with all fixtures and other personal The undersigned does hereby certify that Studio Tru conducting a business as Sa-lon Tru in the City of Blairsville, County of Union, in the State of Georgia, under the name of Salon Tru, and that the nature of 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, the business is a Hair Salon and that the 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 lean with the holder of the security. names and addresses of the persons, firms or partnership owning and carrying on said trade of business are: Susan Anderson220 W Anderson Road, Blairsville, Ga. 30512. NOTICE
Notice is given that articles of amendment
which will change the name of SENRIO LIFE
EDUCATION & WELLNESS CENTER to SENIOR
LIFE EDUCATION & WELLNESS CENTER have of the loan with the holder of the security deed.

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

Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity. been delivered to the Secretary of State for filing in accordance with the Georgia Nonprofit Corporation Code. The regis-tered office of the corporation is located telephone number of the individual or entity at 15 Earnest Street, Unit A, Blairsville, GA 30512. who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-IN THE SUPERIOR COURT OF UNION COUNTY 162.2(a). Said property will be sold as the property of Meir Salman and Paula C. Salman 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 agreement. STATE OF GEORGIA Robert M. Whitaker and Sara H. Whita-KER, Plaintiffs, v. EDWARD ALAN BOAZ, As Owner of Property shown in Deed Book 535, Page 672, Union County Clerk of Superior Court records; and UNITED STATES OF AMERICA; And all and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP Attorney in Fact for Meir Salman and Paula C. Salman McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com Persons Known or Unknown who Claim or Persons Known or Unknown who Claim or Might Claim adversely to Plaintiffs' Title as shown in Deed Book 143, Page 483, and Deed Book 315 Page 366, Union County Clerk of Superior Court Records, property being located in Land Lot 211, 9th District, 1st Section, Union County, Georgia, as described in Plat Book C, Page 36, Union County Superior Court Records, Georgia, Defendants. (404) 373-1612 www.mccurdycandler.com The North Georgia News Publication Dates:09-05-2012, 09-12-2012, 09-19-2012, 09-26-2012 File No. 12-04850 /FNMA/ajackson Defendants. DOIGHUAINS. CIVIL ACTION NO. 11-CV-728-LA NOTICE OF SUMMONS TO: EDWARD ALAN BOAZ, UNITED STATES FIIE NO. 12-04000 FINIVIA JACKSON.
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL OF AMERICA, ALL THE WORLD, and all persons known or unknown who may claim adversely to Plaintiffs' title to a portion of BE USED FOR THAT PURPOSE. N(Sept5,12,19,26)B adversely to Traintins tute to a portion of Land Lot 211 of the 9th District, 1st Section of Union County, Georgia All that tract or parcel of land lying and be-ing in Land Lot 211, 9th District, 1st Section of Union County, Georgia, being 0.03 acres, GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE 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 Bonnie S. Archibald and Bonnie S. Archibald to HSBC Mortgage Corporation (USA), dated May 24, 2002, recorded in Deed Book 419, Page 661, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FIFTY-FIVE THOUSAND AND AND 1/100 DOI 1 ARS (\$555,000.00), with interest and shown as Tract Three (3) on that plat of survey by Shelly J. Bishop, said plat being recorded in Plat Book 53, Page 152 in the Office of the Clerk of Superior Court, said plat being incorporated herein by reference hereto. You are hereby notified that the abovestyled action seeking a Petition for Quiet Title Against All the World, and that by reason of an Order for Service by Publication entered by the Special Master on Au-gust 20, 2012, you are hereby commanded and required to file with the Clerk of said amount of FIFT-FIVE IHOUSAND AND 0/100 DOLLARS (\$55,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door the court of their productions of the solution of the s and required to file with the Clerk of said Court and serve upon Cary D. Cox, Plaintiffs' attorney, whose address is P.O. Box 748, Blairsville, Georgia, an answer to the
Petition within sixty (60) days of August
20, 2012, which is the date of the Order for
Service by Publication entered by Janna D.
Aking Spacial Meeties. of Union County, Georgia within the legal hours of sale on the first Tuesday in Octo-ber, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND Akins, Special Master. This 20th day of August, 2012. MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all evenes of this Judy L. Odom Clerk of Superior Court, Union County N(Sept5,12,19,26)B IN THE PROBATE COURT COUNTY OF UNION 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 yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments. STATE OF GEORGIA IN RE: Estate of Connie Lou Gilstrap, Deceased Estate No. 12-127 NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT TO: Any interested parties
The petition of Paul Cordette Gilstrap, Jr.,
for a year's support from the estate of Connie Lou Gilstrap, deceased, for decedent's
surviving spouse, having been duly filed,
all interested persons are hereby notified to
show cause if any they have on a hefore 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 mortrace with the debter is show cause, if any they have, on or before October 8, 2012, why said petition should not be granted. All objections to the petition must be in terms of the mortgage with the debtor is: HSBC Mortgage Corporation, 2929 Walden Avenue, Depew, NY 14043, 716-651-5515. Please understand that the secured creditor All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at 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 Bonnie S. Archibald and Bonnie S. Archibald or a tenant or tenparty. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If ants and said property is more commonly known as 3584 Bertson Circle, Blairsville, Georgia 30512. The sale will be conducted any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted withsubject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy out a hearing.
Dwain Brackett, Probate Judge
By: Kristin Stanley
Probate Court Clerk
65 Courthouse Street
Blairsville, Ga. 30512
706_439_6006 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. HSBC Bank USA, N.A. as Attorney in Fact 706-439-6006 for Bonnie S. Archibald and Bonnie S. Archibald McCalla Raymer, LLC 1544 Old Alachibald McCalla Raymer, LLC 1544 0ld Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/ 10/2/12 Our file no. 586911-FT15 EXHIBIT "A" All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 64 of Union County, Georgia, containing 1.5 acres, more or less, according to a plat of survey made by Jack Stanley, County Surveyor, dated September 2, 1978, and recorded in Union County records in Plat Book H, Page 179, said plat reading as follows: Beginning at an iron pin set in the northwest right-of-way line of North Hidden Lake Road, said iron pin being located 1,594 feet southwest IN THE PROBATE COURT COUNTY OF UNION STATE OF GEORGIA IN RE: Estate of Thomas A. Figueroa, De-IN RE: Estate of Thomas A. Figueroa, Deceased
Estate No. 12-102
NOTICE OF PETITION TO FILE
FOR YEAR'S SUPPORT
TO: Any interested parties
The petition of Kristi A. Figueroa, for a
year's support from the estate of Thomas
A. Figueroa, deceased, for decedent's surviving spouse, having been duly filed, all
interested persons are hereby notified to
show cause, if any they have, on or before
October 8, 2012, why said petition should
not be granted. iron pin being located 1,594 feet southwest from the intersection of said right-of-way ine and the centerline of Victory Church Road; thence with said right-of-way line south 53 degrees 00 minutes west 200.0 feet; thence north 61 degrees 12 minutes west 327.5 feet; thence north 53 degrees 00 minutes east 200.0 feet; thence south 61 degrees 12 minutes east 327.5 feet to the october 8, 2012, why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing.

Dwain Brackett, Probate Judge

BV: Kristin Stanley degrees 12 minutes east 327.5 feet to the point of beginning. MR/ 10/2/12 Our file no. 586911 - FT15 N(Sept5.12.19.26)B By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512 706-439-6006 N(Sept12.19.26.Oct3)B COUNTY OF UNION STATE OF GEORGIA IN RE: Estate of Dana Michelle Nelson, De-Estate No. 12-126 NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT FOR YEAR'S SUPPORT
TO: Any interested parties
The petition of Bobby William Nelson, for
a year's support from the estate of Dana
Michelle Nelson, deceased, for decedent's
surviving spouse, having been duly filed,
all interested persons are hereby notified to
show cause, if any they have, on or before
October 8, 2012, why said petition should
not he granted.

not be granted.

All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a

sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted with-

scheduled at a later date. If no objections are filled the petition may be granted without a hearing.
Dwain Brackett, Probate Judge
By: Kristin Stanley
Probate Court Clerk
65 Courthouse Street
Plainville 62 20512

Blairsville, Ga. 30512

706-439-6006

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 INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Security Deed given by William Douglas Loyd and Rachel Loyd to JPMorgan Chase Bank National Association, dated April 4, 2007, recorded in Deed Book 706, Page 372, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of THREE HUNDRED NINE THOUSAND SIX HUNDRED AND 0/100 DOLLARS (\$309.600.00). with interest thereon LARS (\$309,600.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union Counperfore the courtnouse door of union county, Georgia within the legal hours of sale on the first Tuesday in October, 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 possible events of because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Secu-rity Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the 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: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. 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 William Douglas Loyd and Rachel Loyd or a tenant or tenants and said property is more commonly known as 4986

Choestoe Trl, Blairsville, Georgia 30512. The 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 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. JPMorgan Chase Bank National Association as Attorney in Fact for William Douglas Loyd and Rachel Loyd McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 10/2/12 Our file no. 52868208-FT18 EXHIBIT "A" All that tract or parcel of land lying and This law firm is seeking solely to foreclose 1st Section, of Union County, Georgia, and being Lot 3 of Story Book Cabins Subdivi-sion containing 2.031 acres, more or less, as shown on a plat of survey prepared by Rochester And Associates, Inc., dated April 30, 2002, and recorded in Plat Book 53, Page 187, of the Union County records, said plat being specifically incorporated herein by reference for the description of said property. Subject to easement recorded in Deed Book 181, Page 462. Subject to easement to Blue Ridge Mountain EMC as recorded in Deed Book 405, Page 110 and in Deed Book 417, Page 268. Subject to ease-ments recorded in Deed Book 456, Pages 482 and 483. Subject to water agreement with Appalachian Water, Inc. as recorded in Deed Book 456, Pages 485-486. Subject to restrictions as recorded in Deed Book 502. Pages 84-86. Subject to easement recorded in Deed Book 531, Page 273. Subject to all other easements, restriction, reservations, and rights-of-way of record, if any. MR/10/2/12 Our file no. 52868208 - FT18 N(Sept5,12,19,26)B 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 Abigail L. King to Mortgage Electronic Registration Systems, Inc., dated March 19, 2007, recorded in Deed Book 698, Page 288, Using County 388, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment recorded in Deed Book 896, Page 687, Union County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$211,500.00), 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 October, 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 Security Deed. The debt remaining in default, this sale will be made for the purpose of pay-ing the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). 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 inspec-tion of the property, any assessments, liens, encumbrances, zoning ordinances, restric-tions, 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: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. 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 Abigail L. King or a tenant or tenants and said property is more commonly known as 1116 Nicholson Rd Rlairsville Georgia 30512 The sale will 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. JPMorgan Chase Bank, National Association as Attorney in Fact for Abigail L. King McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/cml1 10/2/12 Our file no. 52032610-FT3 EXHIBIT "A" All that tract or parcel of land lying and Bankruptcy Code and (2) to final confirma-"A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 250 and 251 of Union County, Georgia, containing 0.967 acres, more or less, and being shown as Lot I on a plat of survey by Rochester & Associates, Inc., James N. Cash, G.R.L.S. No. 2349, dated May 26, 2005, and recorded in Union County Records in Plat Book 55, Page 349. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Being and intended to be a portion of the same property conveyed by Warranty Deed dated June 3, 2005, from Alexander Davenport in favor of Eagles Nest Homes of Union County, LLC and recorded in Union County Records in Deed Book 584, Page 394. Subject to all easements, restrictions and rights-of-way easements, restrictions and rights-or-way as shown on plat recorded in Union County Records in Plat Book J, Page 37; Plat Book J, Page 190; Plat Book K, Page 169; and Plat Book 55, Page 349. Subject to Landowner's Declarations, Covenants, and Restrictions Running With the Land recorded in Union County Records in Deed Book 110, Page 699. Subject to Easement recorded in Union

County Records in Deed Book 110, Page 517. Subject to Grant of Flowage Easement recorded in Union County Records in Deed Book EE, Page 195. Subject to Right of Way Deed recorded in Union County Records in Deed Book 125, Page 216 and Deed Book 121, Page 579. MR/cml1 10/2/12 Our file no. N(Sept5,12,19,26)B NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale
contained in a Security Deed given by Christopher M Meigs and Deborah L Meigs to
Mortgage Electronic Registration Systems,
Inc., dated July 31, 2007, recorded in Deed
Book 720, Page 482, 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 Servicing, LP
by assignment recorded in Deed Book 882,
Page 290. Union County, Georgia Records. USED FOR THAT PURPOSE. Page 290, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SEVENTY-THREE THOUSAND TWO HUNDRED TWENTY AND 0/100 DOL-LARS (\$73,220.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in October, 2012, the fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART **HEREOF** The debt secured by said Security Deed has been and is hereby declared du 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 refor the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any mat-ters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, ning ordinances, restrictions, covenants and matters of record superior to the 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: 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 ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Christopher M Meigs and Deborah L Meigs or a tenant or tenants and 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 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 merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Christopher M Meigs and Deborah L Meigs McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/cng 10/2/12 Our file no. 51564911-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in the 16th District, 1st Section, Land Lots 119 and 126 of Union County, Georgia, containing 0.8 acres, more or less, as shown on a plat of survey by Lane S. Bishop & Assoc., dated July 15, 1986, and recorded in Union County Records in Plat Book R. Page 247, Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Also conveyed is an non-exclusive perpetual easement for the use of the roads for ingress and egress to the above described property. MR/cng 10/2/12 Our file no. 51564911 - FT11 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 Randall J. Allen to Mortgage Electronic Registration Systems, Inc., dated January 17, 2008, recorded in Deed Book 744, Page 561, Union County, Georgia Records, as last transferred to Bank of America N.A. suc-cessor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP by assignment recorded in Deed Book 881, Page 685, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of EIGHTY-SIX THOUSAND TWO HUNDRED SEVENTY-FIVE AND 0/100 DOLLARS (\$86,275.00), 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 Octo-MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default. this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of 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

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

knowledge and belief of the undersigned. the party in possession of the property is Randall J. Allen or a tenant or tenants and

said property is more commonly known as 1952 Elisha Payne Circle South, 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

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 formerly known as Countrywide Home Loans Servicing LP as Attorney in Fact for Randall J. Allen McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www. foreclosurehotline.net MB/ 10/2/12 Our file no. 5368212-FT11 EXHIBIT "A" All that tract or narcel of land lying and being in the 7th or parcel of land lying and being in the 7th District, 1st Section, Land Lot 22 of Union County, Georgia, containing 1.00 acre, more or less, as shown on a plat of survey made for Randall J. Allen dated September 9, for Randall J. Allen dated September 9, 1994, by Blairsville Surveying Co. F.R.L.S. #2228, and being recorded in Union County Records in Plat Book 32, page 91, said plat of survey being incorporated herein by reference hereto, for a full and complete description of the above-described property. Also conveyed herein is 9' gravel rond 9' easement for ingress and egrees to and from said property as shown on the plat. Parcel No. 011-048-A MR/ 10/2/12 Our file no. 5368212 - FT11 no. 5368212 - FT11 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 Systems, 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 Servicing, 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-IVE THOUSAND SEVEN HUNDRED SIGNY 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 October, 2012, the following described property: SEE EXHIBIT "4" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of said Security Deed has been and is nereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this 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 yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. 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 curred country and the state of the country of the country of the country of the curred count 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 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 personal money judgment against 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 William Piechocniski and Sonya Piechocniski McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ cng 10/2/12 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 onion, city of banashine 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 recorded in Plat Book 38, Page 256, records recorded in Plat Book 38, Page 256, records of Union County, Georgia, which plat is by reference incorporated herein and made a part hereof. APN: 051-012-C01 MR/cng 10/2/12 Our file no. 5186912 - FT11 NOTICE OF SALE UNDER POWER GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Leonard J. LaBelle and Linda executed by Leonard J. LaBelle and Linda A. LaBelle to Mortgage Electronic Registration Systems, Inc., as nominee for Branch Banking and Trust Company, its successors and assigns dated May 22, 2009 in the amount of \$335,000.00, and recorded in Deed Book 802, Page 339, Union County, Georgia Records; as last transferred to Branch Banking and Trust Company by assignment: the undersigned Branch Bank signment; the undersigned, Branch Bank-ing and Trust Company pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in October, 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
being located in Land Lot 58, 8th District,
1st Section of Union County, Georgia, being
designated as Tract Two, containing 7.434 acres of land, more or less, as shown on plat of survey prepared by Rochester & As-sociates, Inc. by James L. Alexander, GRLS# 2853, dated January 22, 1997, revised May 15, 1997 and recorded in Plat Hanger A520, Page 151 (formerly Plat Book 38, Plat 151). Union County, Georgia records. Said plat is incorporated herein by reference thereto for a more complete description of the above described property. Subject to Ease-ment to Blue Ridge Mountain EMC recorded in Deed Book 181, Page 313, aforesaid re-cords. Subject to Private Road Maintenance Agreement recorded in Deed Book 270, Page 301, aforesaid records. Subject to Ingress and Egress recorded in Deed Book 324, Page 195, aforesaid records. Subject to Boundary Line Agreement recorded in Deed Book 504, Pages 94-95, aforesaid records. Subject to all easements, restric-tions, and rights of way as shown on above referenced plat or as otherwise appearing of record. Subject to existing easements and right of ways for public roads, if any. This conveyance made together with right of ingress, egress and utility service along existing road to the subject property. Subject to Illian County, Georgia Subdivision ject to Union County, Georgia Subdivision regulations, Mobile Home regulation and any zoning or other ordinances, if any. which has the property address of 302 Wagon Wheel Road, Morganton, Georgia, together with all fixtures and other pertagether 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, easements, 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. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of negotiate, amend, and moonly all terms of the Security Deed and the note thereby se-cured in accordance with O.C.G.A. Section 44-14-162.2(a). Said property will be sold as the property of Leonard J. LaBelle and Linda A. LaBelle and the proceeds of said sale will be applied to the payment of said indebtedness the exthe payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed. Branch Banking and Trust Company Attorney in Fact for Leonard J. LaBelle and Linda A. LaBelle McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com The North Georgia News Publication Dates:09-05-2012, 09-12-2012, File No. 12-05925 /FHLMC/mtucker THIS LAW FIRM IS ACTING AS A DEBT COL-

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 October 2012, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 233, 9TH DISTRICT, 1ST SECTION OF UNION COUNTY, GEORGIA, CONTAINING 1.183 ACRES, MORE OR LESS, AND BEING SHOWN AS LOT FOUR (4) OF ROSE RIDGE SUBDIVISION ON A PLAT OF SURVEY BY B. KEITH ROCHESTER & ASSO-CIATES, INC., RS #1534 DATED 8/8/92, LAST REVISED 12/1/93 AND RECORDED IN PLAT BOOK 33 PAGE 174 UNION COUNTY RE-CORDS WHICH DESCRIPTION ON SAID PLAT IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF. BEING THE SAME PROPERTY CONVEYED TO TIM J. WILSON AND DARLENE WILSON BY DEED FROM CLINTON PATTERSON AND BRENDA PATTERSON RECORDED 10/26/2001 IN DEED BOOK 392 PAGE 416, IN THE OFFICE OF THE CLERK OF THE SUPE-RIOR COURT OF UNION COUNTY, GEORGIA. 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 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 Secure 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: , 888-554-6599. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE OF THE STRUC-TURED ASSET SECURITIES CORPORATION MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3 is the secured creditor of your loan. To the best knowledge and belief of the under-signed, the party/parties in possession of the subject property known as 1360 ROSE RIDGE RD, BLAIRSVILLE, GEORGIA 30512 is/are: TIM J. WILSON AND DARLENE WIL-SON 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 anning. sessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be other forecosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE OF THE STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE LOAN TRUST, MORTGAGE PASSETURDING CEPTIFICATES SEDIES 2007 DCS THROUGH CERTIFICATES, SERIES 2007-BC3
as Attorney in Fact for TIM J. WILSON AND
DARLENE WILSON. THIS LAW FIRM IS ACT-ING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20120187500071 BARRETT DAFFIN FRAP-PIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. STATE OF GEORGIA COUNTY OF UNION
NOTICE OF SALE UNDER POWER contained in a Security Deed from KENYA L. PATTON to UNITED COMMUNITY BANK, dated August 22, 2007, recorded September 6, 2007, in Deed Book 726, Page 19, Union County, Georgia records, as modified Modification Agreement dated August , 2009, recorded in Deed Book 816, Page 105, Union County, Georgia records, said Security Deed being given to secure a Note from DENNY ALAN PATTON dated August 21, 2009, in the original principal amount of Thirty Eight Thousand Six Hundred Thirty Six and 00/100 (\$38,636.00) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012,

the following described property:
All that tract or parcel of land lying and being in Land Lot 69, 9th District, 1st Section, Ing in Land Lot be, 9th District, 1st Section, Union County, Georgia containing 2.617 acres, more or less, and being shown as Tract 1 on a plat of survey by Cleveland and Cox Land Surveying, LLC dated 5/09/07 and recorded in Plat Book 60, Page 94, Union County records, which description on said plat is incorporated by reference and made a part hereof. The property is subject to the road easements as shown on said plat.

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

To the best knowledge and belief of the undersigned, the party in possession of the property is KENYA L. PATTON or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for KENYA L. PATTON L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03338 N(Sept5,12,19,26)B STATE OF GEORGIA **NOTICE OF SALE UNDER POWER** Under and by virtue of the power of sale contained in a Security Deed from ANGELO MAGRINI INVESTMENTS. LLC to UNITED MAGNINI INVESTIMENTS, LLC to UNITED COMMUNITY BANK, dated March 11, 2011, recorded April 1, 2011, in Deed Book 863, Page 534, Union County, Georgia records, said Security Deed being given to secure a Note from ANGELO MAGRINI INVESTMENTS, U.S. of the March 1, 2011, in the minimal page 1, 2011, in the minimal page 1, 2011, and the minim LLC dated March 11, 2011, in the original principal amount of One Hundred Thirteen Thousand Seven Hundred Sixty Two and 50/100 (\$113.762.50) Dollars, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following described property: All that tract or parcel of land lying and being in the 16th District, 1st Section Land Lot 62 of Union County, Georgia, containing 1.087 acre, more or less, and being further identified as Lot 8 of Brasstown View Estates Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated July 14, 1998, and recorded in Union County, Georgia records in Plat Book 40, at Page 208. Said plat is incorporated into this instrument by reference hereto for a com-plete and accurate description of the above conveyed property. All that tract or parcel of land lying and being in the 16th District, 1st Section Land Lots 62 and 63, of Union County, Georgia containing 0.823 acre, more or less, and be ing further identified as Lot 9 of Brasstown View Estates Subdivision, as shown on a plat of survey by Rochester & Associates, Inc., dated July 14, 1998, and recorded in Union County, Georgia records in Plat Book 40, at Page 208. Said plat is incorporated into this instrument by reference hereto for a complete and accurate description of the above conveyed property. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads, for ingress and egress to the above described property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this 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 vet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and

matters of record superior to the Security

Deed first set out above.

To the best knowledge and belief of the

undersigned, the party in possession of the property is ANGELO MAGRINI INVEST-MENTS, LLC or a tenant or tenants.

as attorney in Fact for ANGELO MAGRINI INVESTMENTS, LLC

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Abelardo Heredia to Bank of Blairsville

UNITED COMMUNITY BANK

Stites & Harbison, PLLC 11 Mountain Street, Suite 8

Blue Ridge, Georgia 30513

NOTICE OF SALE UNDER POWER

L. Lou Allen

N(Sept5,12,19,26)B

IN SECURITY DEED

dated February 25, 2008 and recorded in Deed Book 750, Page 208, in the offices of the Clerk of the Superior Court of Union County, Georgia; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 853, Page 642, aforesaid records (as same may have been further modified from time to highest and best bidder for cash before the door of the Courthouse of Union County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2012 the fol-lowing described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 16TH DISTRICT. 1ST SECTION, LAND LOTS 22 AND 23, OF UNION COUNTY, GEORGIA, AND BEING THAT TRACT OF LAND CONTAINING 3.199 ACRE [SIC] OF LAND CONTAINING 3.199 ACRE [SIC] MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATES, INC., DATED JUNE 3, 2002, AND RECORDED IN UNION COUNTY, GEORGIA RECORDS IN PLAT BOOK 53, PAGE 151. SAID PLAT IS INCORPORATED INTO THIS INSTRUMENT BY REFERENCE HERETO FOR A COMPLETE AND ACCURATE DESCRIPTION OF THE ABOVE CONVEYED PROPERTY. ALSO CONVEYED IS A NON-EXCLUSIVE PER-PETUAL EASEMENT FOR THE USE OF ROADS FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY, AND SHOWN ON THE ABOVE DESCRIBED PLAT AS DUN WOR-THE PROPERTY IS LOCATED IN UNION COUNTY AT 2100 DUN WORRYING LN. COUNTY AT 2100 DUN WORRYING LN, BLAIRSVILLE, GEORGIA 30512. 2008 from Abelardo Heredia to Bank of South Bank, as the same has been reduced to a Judgment as evidenced by that Default Judgment filed July 5, 2012 in Civil Action File No. 12CV-44-MM in the Superior Court of Union County, State of Georgia (as same may have been further modified, renewed or amended, the Note as reduced to the Judgment is hereinafter referred to as the "Note") plus interest from date on the unpaid balance until paid, and other indebt-Default has occurred and continues unde the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Abelardo Heredia the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.

To the best of the undersigned's knowledge and belief, the real property is presently owned by Abelardo Heredia. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Abelardo Heredia, and ten-ants holding under him. Citizens South Bank, suc Citizens Soutin bains, Successor in interest to Bank of Hiawasse dba Bank of Blairsville, as Attorney-in-Fact for Abelardo Heredia. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 ept5.12.19.26)B NOTICE OF SALE UNDER POWER STATE OF GEORGIA STATE OF GEORGIA
COUNTY OF UNION
THIS LAW FIRM IS ACTING AS DEBT COLLECTOR. ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.
Per Consent Order, dated May 25, 2012,
and entered in Civil Action No. 11-CV353-LA, Community and Southern Bank,
as successor in interest to Appalachian
Community Bank v. Patrick Solomon Construction Inc. and Solomon Patrick in the struction, Inc. and Solomon Patrick, in the Superior Court of Union County, Georgia, granting the right to re-sell in accordance with 0.C.G.A. Section 44-14-161(c), by Community & Southern Bank ("Lender") on behalf of Patrick Construction, Inc. ("Borrower"), under and by virtue of the power of sale in that certain Security Deed and Agreement from Rogrower in favor of and Agreement from Borrower, in favor of Appalachian Community Bank ("Original Lender"), dated June 14, 2007, recorded in Deed Book 713, Page 41, in the aforesaid records, as assigned to Lender by that Assignment of Security Instruments and Other Loan Documents (the "FDIC Assignment") from the Enderal Denosit Assignment") from the Federal Deposit Insurance Corporation, in its capacity as Receiver for Original Lender, dated June 7, 2010, and recorded June 11, 2010, in Deed Book 835, Page 291, in the aforesaid records, and as previously sold to Lender by that Deed Under Power dated May 3, 2011, recorded in Deed Book 866, Page

Ten Thousand One Hundred Forty-Five and 05/100 DOLLARS (\$110,145.05), with interest thereon as set forth therein, there

will be sold at public outcry to the high-

est bidder for cash before the courthouse door of Union County, Georgia, within the

legal hours of sale on the first Tuesday

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 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 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

tiate, amend, and modify all terms of the mortgage with the debtor is: CitiFinancial North America, Attention: Foreclosure De-

partment, 1111 Northpoint, Suite 100 Bldg 4, Coppell, TX 75019 AND 877-675-3656. Please understand that the secured credi-

tor is not required by law to negotiate, amend or modify the terms of the mortgage instrument. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and nayable) any matters which might be dis-

payable), any matters which might be dis-closed by an accurate survey and inspec-tion 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 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.

To the best knowledge and belief of the undersigned, the party in possession of the property is Rhonda D. Franklin and Gerald W. Franklin or a tenant or tenants and said property is more commonly known as 77 Franklin Place, Young Harris, GA 30582.
CitiFinancial Inc,a Maryland Corporation as Attorney in Fact for Rhonda D. Franklin and Gerald W. Franklin MorrisHardwick|Schneider. LLC

Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net MHS File #: GA-91000558-12 THIS LAW FIRM IS ACTING AS A DEBT COL-

LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from John A. Foley to Bank of America, N.A. in the original principal amount of \$192,600.00 dated 04/16/2007, and resorted to be set of the contained of the

corded in Deed Book 706, page 26, Union County records, the undersigned will sell at public outcry to the highest bidder for

cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of October, 2012 by Bank of America, N.A., as Attorney-in-Fact

for John A. Foley the following described

MorrislHardwick|Schneider, LLC 1301 Hightower Trail, Suite 305

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

STATE OF GEORGIA

set out above.

security deed.

October, 2012, the following described

2011, recorded in Deed Book 806, Page 227, aforesaid records ("Security Deed"), said Security Deed having been given to secure that certain Promissory Note dated June 14, 2007, in the original principal amount of \$1,550,000.00, as modified and amended by that certain Renewal Promissory Note dated June 27, 2008, in the original principal compared \$1,550,000.00 nal principal amount of \$1,550,000.00, as further modified and amended by that certain Renewal Promissory Note dated June 6, 2012, in the original principal amount of \$1,379,491.90, as assigned to Lender pursuant to the FDIC Assignment (as assigned, modified, amended, restated, replaced, supplemented or otherwise modified and from time to time collectively the fied and from time to time, collectively, the "Note"), and to secure any and all other indebtedness then or thereafter owing between the parties, with interest from the date thereof at the rate specified therein on the unpaid balance until paid, there will be sold by the Lender at public outcry, dur-ing the legal hours of sale before the door of the courthouse of Union County, Georof the courthouse of Union County, Georgia, on the first Tuesday in October, 2012, to the highest and best bidder for cash, the following described land (the "Land") and the buildings, structures, fixtures and other improvements located thereon (the "Improvements"):

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 304 of Union County, Georgia, and being Lot 28 of Wellborn Mountain Estates Subdivision containing 1.442 areas mars ing Lot 28 of Wellborn Mountain Estates Subdivision, containing 0.442 acres, more or less, and being Lot 29 of Wellborn Mountain Estates Subdivision, containing 0.449 acres, more or less, and being Lot 30 of Wellborn Mountain Estates Subdivision, containing 0.439 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated September 18, 1998 and recorded in Union County Records in Plat Book 40, Page 225. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

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

LESS AND EXCEPT the following Units conveyed out by Warranty Deed from Patrick Construction, Inc., recorded in Union County, Georgia Records, to wit: (a) Unit 10 to Jason Timothy Cline and Marie Marilyn Jean Cline, dated February 27, 2009, recorded in Deed Book 790, Page (b) Unit 11 to Micha M. Mathis dated February 27, 2009, recorded in Deed Book 790, Page 670.
(c) Unit 2 to W.E. Kelsey as Trustee of the W.E. Kelsey Revocable Declaration of Trust dated 02/22/1991, dated March 27, 2009, recorded in Deed Book 794, Page 193, as affected by Scriveners Affidavit dated as of April 1, 2009, recorded in Deed Book 794, Page 751. TOGETHER WITH all right, title and interest now owned or hereafter acquired in and to any and all of the following: (i) all building, structures and other improvements now or hereafter located thereon or on any part or parcel thereof and all fixtures affixed or attached actually or constructively, thereto; (ii) all and singular the tenements; hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions; remainder or remainders thereof; (iii) all, rents; issues, income, revenues and profits accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures, or improvements now or hereafter located thereon; including without limi-tation all accounts and contract rights in tation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or the provider any action and the provider any action and the provider a thereunder or on or under any part or par-cel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; and (vii) all equipment, machin-ery, apparatus, fittings, fixtures whether actually or constructively attached thereto and including all trade domestic and or. and including all trade, domestic and or-namental fixtures, furniture, furnishings and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the build-ings, structures and other improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorpo-rated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof. All of the foregoing (i.e., the Land, the Improvements, and the property, rights, interests and title described above) are hereinafter sometimes referred to col-lectively as the "Premises." All of the indebtedness secured by the All of the indebtedness secured by the Security Deed has matured and remains unpaid. The indebtedness remaining in default, the sale will by made for the purpose of applying proceeds thereof to the payment of the indebtedness secured by the Security Deed, accrued interest and expenses of the sale and other sums secured by the Security Deed, including attorneys fees and the remaining if any torneys fees, and the remainder, if any, shall be applied as provided by law. The Premises will be sold on an "as is, where is" basis without recourse against where is a basis without recourse against Lender and without representation or warranty of any kind or nature whatso-ever with respect thereto. Lender reserves the right to sell the real property portion of the Premises as a single parcel or as several parcels. Lender also reserves the right to sell the real property portion of the Premises separately from the personal property portion and to take separate bids

The Premises will be sold as the property of Patrick Construction, Inc. The Premises will be sold subject to:

1. Any and all outstanding ad valorem taxes and assessments for street improvements; and 2. Other superior matters of record, if any, including but not limited to easements, reservations, restrictions and unrecorded leases. 3. 2/26/2009 in Plat Book 62 Pages 15 and which would be disclosed by an accurate survey of the property; (4) the outstand-16, showing Land (Dogwood Lodge) con-figured as Building B, Units 7 thru 12, and Proposed Building A, Units 1 thru 6 (under ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, construction).
4. Covenants and Restrictions by Patrick whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out Construction, Inc. dated 2/26/09 recorded in Deed Book 790 Page 21 aforesaid re-Pursuant to O.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: 5. Easements contained in Warranty Deed From Patrick Construction, Inc. to Jason Timothy Cline and Marie Marilyn Jean Cline, dated 2/27/09 recorded in Deed Book 790 Page 658 aforesaid records. 6. Easements contained in Warranty Deed from Patrick Construction, Inc. to Micha Indebtedness is: GMAC Mortgage, LLC 1100 Virginia Avenue Ft. Washington, PA 19034 PHONE: 800-850-4622 M. Mathis dated 2/27/09 recorded in Deed Book 790 Page 670 aforesaid records. Province: 000-000-4022 Pursuant to 0.C.G.A. Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness. To the best of the undersigned's knowl-7. Reservations and Restriction of Dog-wood Lodge by Patrick Construction, Inc., dated 2/25/09 recorded in Deed Book 790 dated 2/25/09 recorded in Deed Book 790 Page 653 aforesaid records.

8. Easements contained in Warranty Deed from Patrick Construction, Inc. to W.E. Kelsey as Trustee of the W.E. Kelsey Revocable Declaration of Trust dated 02/22/1991 dated 3/27/09 recorded in Deed Book 794 Page 193 aforesaid records, as affected by Scriveners Affidavit recorded in Deed Book 794 Page 751 aforesaid records. edge and belief, the party in possession is Brian T. Allen.
MortgagelT, Inc., as Attorney-in-fact for Brian T. Allen. 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. aforesaid records.

9. Lease to Brian H. Payne, evidenced by Assignment of Lease between Patrick Construction, Inc. and Appalachian Community Bank dated 4/30/09 recorded in Deed Book 810 Page 196 aforesaid re-South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com 10. Lease to Mary Downs, evidenced by Assignment of Lease between Patrick Construction, Inc. and Appalachian Com-munity Bank dated 4/30/09 recorded in Deed Book 810 Page 202 aforesaid re-Our File No. 12-04969 11. Lease to Mark Latch, evidenced by Assignment of Lease between Patrick Construction, Inc. and Appalachian Community Bank dated 4/30/09 recorded in Deed Book 810 Page 208 aforesaid records. The Lender will execute a deed to the purchaser at said sale as provided in the Security Deed.

Community & Southern Bank, as attorneyin-fact for Patrick Construction, Inc. BY: ALSTON & BIRD, LLP

aforesaid records.

1201 West Peachtree Street Atlanta, Georgia 30309-3424 Attn: Steven D. Collier

(404) 881-7368

LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Herediabravo to Bank of Blairsville dated February 25, 2008 and recorded in Deed Book 750, Page 177, aforesaid records, as assigned to Citizens South Bank in that certain Memorandum of Purchase and SERIES 2007-BC3, by assignment, conveying the after-described property to secure a Note of even date in the original princito the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of October, 2012 by CitiMortgage, Inc., as Attorney-in-Fact for Susie M. Rose and Mark A King the following described property: All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 233 & 234 of Union County, Georgia, containing 11.95 acres, more or less, and being more particularly described as follows. pal amount of \$207,000.00, with interest at the rate specified therein, there will be Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 853, Page 642, aforesaid records (as same may have been further modified from time to time, collectively the "Security Deed"); the un-dersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union Coun-ty Geornia during the legal hours of sale ty, Georgia, during the legal hours of sale, on the first Tuesday in October, 2012 the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 82, 9TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA CONTAINING 3.00 ACRES AND BE-ING SHOWN AS LOT THIRTEEN (13) OF IVY LOG ESTATES, PHASE I, ON A PLAT OF SUR-VEY BY ROCHESTER & ASSOCIATES, INC., RS#2349, DATED 10/16/97, LAST REVISED 1/19/05 AND RECORDED IN PLAT BOOK 55, PAGES 262-263, UNION COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF. THE PROPERTY IS SUBJECT TO THE ROAD EASEMENTS AS SHOWN ON SAID PLAT.
THE PROPERTY IS SUBJECT TO THE RE-STRICTIONS RECORDED IN DEED BOOK 276, PAGE 459, AMENDED IN DEED BOOK 331, PAGE 633, UNION COUNTY RECORDS. THE PROPERTY IS SUBJECT TO THE EASE-MENT TO BLUE RIDGE MOUNTAIN EMC, RECORDED IN DEED BOOK 289, PAGE 458, UNION COUNTY RECORDS.
PROPERTY HAS A NON-EXCLUSIVE PER-PETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGRESS TO THE ABOVE PROPERTY. The debt secured by the Security Deed is evidenced by a Note dated February 25, 2008 from Abelardo Heredia to Bank of Blairsville in the original principal amount of \$281,218.00, as assigned to Citizens South Bank, as the same has been reduced to a Judgment as evidenced by that Default Judgment filed July 5, 2012 in Civil Action File No. 12CV-44-MM in the Superior Court of Union County, State of Georgia (as same may have been further modified renewed or amended, the Note as reduced to the Judgment is hereinafter referred to as the "Note") plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according The above-described real property will be sold to the highest and best bidder for cash as the property of German Heredia aka German Herediabravo, the proceeds to be applied to the payment of said indebt-edness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any possible redemptive rights of the Internal Revenue Service, if any; and all prior as-

IN SECURITY DEED STATE OF GEORGIA

COUNTY OF UNION

Under and by virtue of the Power of Sale contained in the Real Estate Deed to Se-

cure Debt from German Heredia to Bank of Blairsville dated April 27, 2007 and re-corded in Deed Book 706, Page 303, in the

offices of the Clerk of the Superior Court of Union County, Georgia; as modified by that certain Modification of Deed to Se-

cure from German Heredia aka German

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 Susie M. Rose and Mark A King

to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$371,600.00 dated 04/22/2009, and re-

corded in Deed Book 799, page 219, Union County records, said Security Deed being last transferred and assigned to CitiMort-

gage, Inc. in Deed Book 884, Page 504, the undersigned will sell at public outcry to the highest bidder for cash before the

being more particularly described as fol-

BEGINNING at the Land Lot corner common

to Land Lots 199, 200, 233 and 234; thence South 13 degrees 03 minutes 30 seconds East 1,050.82 feet to an iron pin; thence South 68 degrees 09 minutes 15 seconds West 553.16 feet to a point; thence South 0 degrees 00 minutes East 520.75 feet to an iron pin and the

iron pin and the True Point of Beginning; thence North 49 degrees 30 minutes East 100 feet to

an iron pin; thence South 61 degrees 05 minutes East 27.90 feet to a point in the centerline of Jordan Rose Drive; thence following said centerline of Jordan Rose Drive Four (4) courses and distances, South 29 degrees 00 minutes East 154.35 feet South 44 degrees 47 minutes East

feet, South 44 degrees 47 minutes East 89.19 feet, South 67 degrees 05 minutes East 73.49 feet to a point;

thence South 21 degrees 10 minutes West 489.56 feet to a rock and iron pin; thence South 88 degrees 23 minutes 30 seconds

West 218.77 feet to a point; thence South 61 degrees 34 minutes 30 seconds West 174.22 feet to an axle; thence South 53 de-

grees 32 minutes 45 seconds West 178.89

feet to a point; thence South 21 degrees 05 minutes 30 seconds West 193.33 feet

to a point; thence South 15 degrees 30 minutes 30 seconds West 145.07 feet to a fence post on the north right-of-way of

County Road #24; thence North 56 degrees 43 minutes 15 seconds West 130.83 feet to a point on the north right-of-way of

County Road #24; thence North 10 degrees 00 minutes 45 seconds West 227.82 feet to a point; thence North 05 degrees 00 min-

utes East 175 feet to a point; thence North 0 degrees 29 minutes 15 seconds East 146.81 feet to an iron pin; thence North 44

degrees 27 minutes East 780 feet to the TRUE POINT OF BEGINNING.

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 233 and 234 of Union County, Georgia,

containing 3.031 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated July 16, 1996 and recorded in Union County Records in Plat Book 37, Page 9. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above refer-

complete description of the above refer-

enced property.

Subject to a Roadway Easement to Jor-

dan Rose Drive as it crosses the southern boundary of Tract conveyed to Bill Rose and the northern boundary of the Tract

conveyed to Lillie Mae Rose Darby. Also subject to a Road Easement reserved for Ethal Rose to Jordan Rose Drive across

the northern boundary of the above de-

LESS AND EXCEPT:

scribed property.

Property known as: 1269 Ledford Road, Blairsville, GA 30512
The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all express of sale revenue service, if any, and an prior assessments, easements, restrictions or matters of record.

To the best of the undersigned's knowledge and belief, the real property is presently owned by German Heredia aka German Herediabravo.

To the best of the undersigned's knowledge and belief, the next in expensions. paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law). The property will be sold as the property of The Aforesaid Grantors subject to the following: (1) all prior restrictive covenants, ease-ments, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters edge and belief, the party in possession of the real property is German Heredia aka which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, German Herediabravo, and tenants holding under him.
Citizens South Bank, successor in interest if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due to Bank of Hiawasse dba Bank of Blairsville, as Attorney-in-Fact for German Here-dia aka German Herediabravo. and payable; and (6) matters of record superior to the security deed first set out M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek CitiMortgage, Inc. holds the Note and referenced Security Deed and services the loan on behalf of Federal National 3101 Towercreek Parkway Mortgage Association, the current owner of your loan. Pursuant to O.C.G.A Section 44-14-162.2 the name of the person or en-**NOTICE OF SALE UNDER POWER** tity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is: IN SECURITY DEED Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Shawn T. Dyer to Bank of Blairsville, dated CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368 PHONE: 866-272-4749
Pursuant to O.C.G.A. Section 44-14-162.2, nothing contained in this Notice of Sale June 14, 2008, and recorded in Deed Book 768, Page 44, in the offices of the Clerk of the Superior Court of Union County, Georgia, as last modified by that certain Modification Agreement Memorandum from Shawn T. Dyer to Citizens South Bank dated July 15, 2011 and recorded in Deed Book 874, Page 123, aforesaid records, and as last assigned to Citizens South Bank by that certain Memorandum shall obligate any entity to negotiate, amend, or modify said indebtedness.

To the best of the undersigned's knowledge and belief, the party in possession is Susie M. Rose and Mark A King. CitiMortgage, Inc., as Attorney-in-fact for South Bank by that certain Memorandum of Purchase and Assumption Agreement and Master Assignment dated March 19, Susie M. Rose and Mark A King.
This law firm is acting as a debt collector attempting to collect a debt, any in-2010 and recorded in Deed Book 853, Page formation obtained will be used for that 642, aforesaid records (as same may have been further modified from time to time, endergast & Associates, P.C. collectively the "Security Deed"), the un-dersigned will sell at public outcry to the highest and best bidder for cash before South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com the door of the Courthouse of Union Counthe door of the Courmouse of Union Coun-ty, Georgia, during the legal hours of sale, on the first Tuesday in October, 2012, the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 164, 16TH Our File No. 12-05335 DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING 1.304 ACRES AS SHOWN ON A PLAT OF SURVEY BY OWEN-STATE OF GEORGIA NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from JAMES S. MCKEOWN and COLETTE S. MCKEOWN BY LAND SURVEYING, INC., R.L.S. #2763 DATED APRIL 8, 2005 AND RECORDED IN PLAT BOOK 55, PAGE 277, UNION COUNTY RECORDS. SAID PLAT IS INCORPORATED to UNITED COMMUNITY BANK, dated May 9, 2011, recorded May 12, 2011, in Deed Book 867, Page 331, Union County, Georgia HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE records, said Security Deed being given to secure a Note from JAMES S. MCKEOWN and COLETTE S. MCKEOWN dated May 9, ABOVE DESCRIBED PROPERTY. SAID PROPERTY IS SUBJECT TO ALL EASE-MENTS, RIGHTS OF WAY AND RESTRIC-TIONS AS SHOWN ON THE ABOVE REFER-2011, in the original principal amount of Seventy Six Thousand Eight Hundred Thir-ty Eight and 99/100 (\$76,838.99) Dollars, ENCED PLAT.
KNOWN AS: 18 LOW GAP ROAD, UNION
COUNTY, BLAIRSVILLE, GEORGIA 30512, with interest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned FKA 5660 WOLFSTAKE ROAD E., BLAIRS-VILLE, GA 30512-7288. The debt secured by the Security Deed is evidenced by a, dated June 14, 2008, from Shawn T. Dyer to Bank of Blairsville in the at public outcry to the highest bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of County, Georgia, within the legal hours of sale on the first Tuesday in October, 2012, the following described property:

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 192 and 205, of Union County, Georgia, and being Lot 5, containing 1.041 acre more or less, of Robyn's Nest Subdivision, as shown on a plat of survey by Landtech Services, Inc., dated April 30, 2003, and recorded in Union County. Georgia records in original principal amount of \$121,216.50 as the same has been reduced to a Judgment as evidenced by that certain Default Judgment dated June 28, 2012 entered in Civil Action File No. 12-CV-144-MM, in the Superior Court of Union County, State of Georgia (the Note as modified from time to time and as reduced to the Judgment is hereinafter referred to as the "Note"); plus interest from date on the unpaid balance corded in Union County, Georgia records in Plat Book 54, Page 170. Said plat is incor-porated into this instrument by reference until paid, and other indebtedness.

Default has occurred and continues unde hereto for a complete and accurate de-scription of the above conveyed property. Also conveyed is a non-exclusive perthe terms of the Note and Security Deed the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and con-ditions of the Note and Security Deed. By petual easement for the use of subdivision roads for ingress and egress to the above described property. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of reason of this default, the Security Deed has been declared foreclosable according default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Shawn T. Dyer, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and 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). the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due if any; and all prior assessments, ease-ments, restrictions or matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Shawn T. Dyer.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Shawn T. Dyer, and tenants holding under him. Citizens South Bank, successor in interest to Bank of Blairsville, as Attorney-in-Fact for Shawn T. Dyer. M. Todd Westfall, Esquire

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; including but not limited to that certain Deed to Secure Debt from Colette S. McKeown to Mortgage Electronic Registration Systems, Inc., solely as nominee for United Community Mortgage Services, Inc., dated March 1, 2007, recorded in Deed Book 694, Page 733, Union County, Georgia records, as transferred to JP Morgan Chase Bank, Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek National Association recorded in Deed Book 906, page 428, Union County, Georgia 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005 To the best knowledge and belief of the undersigned, the party in possession of the property is JAMES S. MCKEOWN and COLETTE S. MCKEOWN or a tenant or ten-N(Sept5.12.19.26)B **NOTICE OF SALE UNDER POWER** IN SECURITY DEED ants.
UNITED COMMUNITY BANK,
as attorney in Fact for JAMES S. MCK-EOWN and COLETTE S. MCKEOWN
L. Lou Allen Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Stephen B. Ditto and Julie Henning Ditto Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 to Bank of Hiawassee dba Bank of Blairs to Bank of Hiawassee dha Bank of Blairs-ville, dated March 29, 2006, and recorded in Deed Book 640, Page 591, in the offices of the Clerk of the Superior Court of Union County, Georgia; as last modified by that certain Modification of Deed to Secure Debt dated April 23, 2009 and recorded in Deed Book 798, Page 401, aforesaid re-cords; as assigned to Citizens South Bank in that certain Memorandum of Purchase (700) 032-7323
File No. 7484a-03342
THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Sept5.12.19.26)B in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed STATE OF GEORGIA December 28, 2010 in Deed Book 853. NOTICE OF SALE UNDER POWER Page 642,aforesaid records (as same may have been further modified from time to Under and by virtue of the power of sale contained in a Security Deed from PRIStime, collectively, the "Security Deed"); and pursuant to that certain Reaffirmation Agreement entered February 6, 2009 in Chapter 7, Case No. 08-23659-reb, filed in CILLA STUDERAKER to UNITED COMMU NITY BANK D/B/A UNION COUNTY BANK N/K/A UNITED COMMUNITY BANK, dated August 19, 1999, recorded August 23, 1999, in Deed Book 327, Page 271, Union the United States Bankruptcy Court, North ern District of Georgia, the undersigned County, Georgia records, as last modified will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County, Georgia, by Modification of Security Deed dated April 18, 2008, recorded in Deed Book 758, Page 322, Union County, Georgia records, said Security Deed being given to secure a Note from PRISCILLA STUDEBAKER dated during the legal hours of sale, on the first Tuesday in October, 2012, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LY-April 18, 2008, in the original principal amount of Sixty Six Thousand Four Hundred Twenty Eight and 23/100 (\$66,428.23) ING AND BEING IN THE 16TH DISTRICT, 1ST SECTION LAND LOT 85 OF UNION COUNTY, Dollars, with interest from date at a rate per cent per annum on the unpaid bal-ance until paid; there will be sold by the undersigned at public outcry to the high-**GEORGIA. CONTAINING 4.2 ACRES MORE OR** LESS, AND BEING FURTHER DESCRIBED AS LOT 3 OF KEEN VIEW ACRES, AS SHOWN ON A PLAT OF SURVEY BY JACK STANLEY, C.S. est hidder for cash before the Courthouse DATED MARCH 24, 1977, AND RECORDED UNION COUNTY, GEORGIA RECORDS IN door at Union County, Georgia, within the legal hours of sale on the first Tuesday PLAT BOOK F. PAGE 244. SAID PLAT IS INin October, 2012, the following described CORPORATED INTO THIS INSTRUMENT BY REFERENCE HERETO FOR A COMPLETE AND property:
All that tract or parcel of land lying and being in Land Lots 34 & 39, 10th District, 1st Section, Union County, Georgia, and being Tract 2 containing 12.500 acres as ACCURATE DESCRIPTION OF THE ABOVE CONVEYED PROPERTY.
ALSO CONVEYED IS A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE USE OF shown on a plat of survey by Rochester & Associates, Inc., dated February 24, 1998, filed and recorded in Plat Book 40, Page THE SUBDIVISION ROADS FOR INGRESS 206, Union County records, which description is incorporated herein by reference The debt secured by the Security Deed is evidenced by a Renewal Promissory Note dated April 23, 2009 from Stephen B. Ditto and made a part hereof. and Julie Henning Ditto to the Bank of LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 34, 10th District, 1st Section, Union County, Hiawassee dba Bank of Blairsville in the original principal amount of \$194,488.37 Georgia, containing 3.023 acres and being shown as a portion of Tract 2 of the Ed as assigned to Citizens South Bank (as same may have been renewed or modi-fied, the "Note"); plus interest from date Plott Estate as shown on a plat of survey on the unpaid balance until paid, and other by Rochester & Associates, Inc., RS #2653 dated 3/19/01 and recorded in Plat Book 47, Page 117, Union County records, which Default has occurred and continues under description on said plat is hereby incor-porated by reference and made a part the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and condefault, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The ditions of the Note and Security Deed, By reason of this default, the Security Deed has been declared foreclosable according debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Stephen B. Ditto and Julie Henning Ditto, the proceeds to be applied to the payment of said indebtedin 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 ness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be outstanding ad valorem taxes (including taxes which are a lien, but not yet due and subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal payable), any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments Revenue Service, if any; and all prior as-sessments, easements, restrictions or matters of record. liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security To the best knowledge and belief of the undersigned, the party in possession of the property is PRISCILLA STUDEBAKER or a teach to the party in possession. To the best of the undersigned's knowledge and belief, the real property is presently owned by Stephen B. Ditto and Julie Henning Ditto. To the best of the undersigned's knowledge and belief, the party in possession of UNITED COMMUNITY BANK D/B/A UNION COUNTY BANK N/K/A UNITED COMMUNITY the real property is Stephen B. Ditto and as attorney in Fact for PRISCILLA STUDE-Citizens South Bank, successor in interest BAKER to Bank of Hiawassee dba Bank of Blairs-ville as Attorney-in-Fact for Stephen B. L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 Ditto and Julie Henning Ditto. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600. One Tower Creek File No. 7484A-02408 3101 Towercreek Parkway Atlanta, Georgia 30339 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED (678) 384-7005 WILL BE USED FOR THAT PURPOSE. **NOTICE OF SALE UNDER POWER** STATE OF GEORGIA GEORGIA, UNION COUNTY
Under and by virtue of the Power of Sale NOTICE OF SALE UNDER POWER contained in a Security Deed given by Rhonda D. Franklin and Gerald W. Franklin to CitiFinancial Services, Inc., dated Au-Under and by virtue of the power of sale contained in a Security Deed from JAMES C. SPARKS and SUSIE HENDERSON to UNITaust 8, 2007, recorded in Deed Book 722 ED COMMUNITY BANK, dated June 8, 2005. Page 360, Union County, Georgia Records last assigned to CitiFinancial Inc,a Maryrecorded June 28, 2005, in Deed Book 588. Page 254, Union County, Georgia records land Corporation, conveying the after-described property to secure a Note in the original principal amount of One Hundred as last modified by Modification of Securi-ty Deed dated January 28, 2011, recorded in Deed Book 861, Page 299, Union County,

property:
All that tract or parcel of land lying and being in Land Lot 6, 9th District, 1st Section, Union County, Georgia, containing 1.179 acres and being shown as Lot S-Fifteen (S-15) on a plat of survey by B. Keith Rochester, Jr. & Associates, Inc., RS #1534, dated 11/09/1994 and recorded in Plat Book 32, Page 172, Union County Records which description on said plat is hereby incorporated by reference and is hereby incorporated by reference and made a part hereof. The property is subject to the road easement as shown on the above referenced ment as shown on the above referenced plat.

The property is subject to the restrictions pertaining to Lance Crossing North recorded in Deed Book 186, Pages 91-92, Union County Records.

The property is subject to the easement to Blue Ridge Mountain EMC recorded in Deed Book 176, Pages 776-778, Union County Records. County Records. 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: 229 Wesley Dr, Blairs-ville, GA 30512 The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law).

The property will be sold as the property of The Aforesaid Grantors subject to the following: (1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes 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 Bank of America, N.A. holds the duly endorsed Note and is the current assignee of the Security Deed to your property. Bank of America, N.A., acting on behalf of and, as necessary, in consultation with Federal National Mortgage Association (the current investor on your loan), is the entity with the full authority to negotiate, amend, and modify all terms of your loan. Pursuant to O.C.G.A. Section 44-14-162.2, you may contact Bank of America, N.A. at: Bank of America, N.A. Home Loan Assistance Dept., 7105 Corporate Drive Plano, TX 75024 PHONE: 800-669-6650 Please note that, pursuant to O.C.G.A Section 44-14-162.2, you are not automatically entitled by law to an amendment or To the best of the undersigned's knowledge and belief, the party in possession is John A. Foley.
Bank of America, N.A., as Attorney-in-fact for John A. Foley.

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. 12-05829 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 Brian T. Allen to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$155,400.00 dated 12/30/2005, and recorded in Deed Rook 623 nage 407 Union County records Book 623, page 497, Union County records said Security Deed being last transferred said Security been being last transferred and assigned to MortgagelT, Inc. in Deed Book 865, Page 649, the undersigned will sell at public outcry to the highest bid-der for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of October, 2012 by MortgagelT, Inc., as Attorney-in-Fact for Brian T. Allen the following described for Brian 1. Allen the following described property:
All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 83 of Union County, Georgia, containing 0.84 acres, more or less, as shown on a plat of survey by Blairsville Surveying Co., dated September 28, 1999, and recorded in Union County Records In Plat Book 45, Page 26. Said plat is incorporated herein. Page 26. Said plat is incorporated herein, by reference hereto, for a full and com-plete description of the above described property.
Grantors also grant to grantee a non-Grantors also grant to grantee a non-exclusive perpetual easement for the use of the roads for Ingress and egress to the above described property. Property known as: 3925 Henry Young Lane, Blairsville, GA 30512 The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the pay-ment of the indebtedness secured thereby, this sale will be made for the purposes of ment of the indeptedness secured mereny, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law). The property will be sold as the property of The Aforesaid Grantors subject to the following: (1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters

North 67 degrees 14 minutes 50 seconds East 66.69 feet; thence South 24 degrees 12 minutes 58 seconds East 14.0 feet to an iron pin; thence South 24 degrees 12 minutes 58 seconds East 771.23 feet to THE TRUE POINT OF BEGINNING. Also conveyed is a twenty (20) foot ease-ment ingress and egress along the East boundary of the property of Revival Baptist Church as shown on a plat of survey made by M.E. Richards, C.S., dated Febru-ary 10, 1986. 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 avable) any matters which might he dispayable), any matters which might be dis-closed by an accurate survey and inspec-tion of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security matters or record superior to the Security Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property is JAMES C. SPARKS and SUSIE HENDERSON or a tenant or tenants.

UNITED COMMUNITY BANK, as attorney in Fact for JAMES C. SPARKS and SUSIE HENDERSON

L. Lou Allen . Lou Allen Stites & Harbison, PLLC 303 Peachtree Street, N.E. 2800 SunTrust Plaza 2000 SUITTUS FIAZA
Atlanta, GA 30308
(404) 739-8893
File No. 7484A-03273
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

Georgia records, said Security Deed being given to secure a Note, with interest from

date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the

to the highest placer for cash bollo. Courthouse door at Union County, Georgia,

within the legal hours of sale on the first Tuesday in October, 2012, the following

described property:
All that tract or parcel of land lying and being in the 9th District, 1st Section Land Lot

132 of Union County, Georgia, and being more particularly described as follows: To arrive at the true point of beginning, start

at the intersection of County Road #73 and the centerline of County Road #71; thence along and with centerline of County Road

#73 a Southwesterly direction 550 feet; thence North 23 degrees 42 minutes 28 seconds West 30 feet to an iron pin in the

North right of way line of County road # 73; thence North 23 degrees 42 minutes 28

seconds West 143.13 feet; thence North 24

degrees 12 minutes 58 seconds West 317.0

feet to THE TRUE POINT OF BEGINNING; thence South 60 degrees 30 minutes 17

seconds West 492.69 feet to an iron pin; thence North 35 degrees 34 minutes West 147.26 feet; thence 26 degrees 16 minutes

04 seconds West 499.03 feet to a rock; thence North 26 degrees 16 minutes 04 seconds West 16.0 feet to the centerline of

lvy Log Creek; thence along and with said centerline six (6) courses and distances as follows: North 87 degrees 54 minutes

East 78.76 feet, North 03 degrees 51 min-utes 35 seconds East 126.89 feet, North 35 degrees 48 minutes 26 seconds East 81.25

feet, North 57 degrees 31 minutes 07 sec-onds East 163.06 feet, North 51 degrees 41 minutes 28 seconds East 110.24 feet,