North Georgia News

Legal Notices for October 17, 2012

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

IN RE: Estate of Mildred Ayers Thompson, 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 Representative(s). This 20th day of September, 2012. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street. Suite 8 Blairsville, GA 30512 N(Sept26,Oct3,10,17)B

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

IN RE: Estate of Annie Lucille White, Deceased

All debtors and creditors of the Estate of Annie Lucille White, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).

This 4th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Oct10,17,24,31)B

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

IN RE: Estate of Ella Lova Dyer, Deceased All debtors and creditors of the Estate of Ella Lova Dyer, 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 es-tate are required to make immediate payment to the Personal Representative(s).

This 4th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Oct10.17.24.31)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA,

COUNTY OF UNION IN RE: Estate of Patricia Louise Howard,

Deceased All debtors and creditors of the Estate of Patricia Louise Howard, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal

Representative(s) This 4th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Oct10,17,24,31)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA.

COUNTY OF UNION IN RE: Estate of Minnie Lou Schartz, Deceased

All debtors and creditors of the Estate of Minnie Lou Schartz, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s)

This 4th day of October, 2012. By: Kristin Stanley, Clerk of the Probate Court

65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Oct10,17,24,31)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA.

COUNTY OF UNION IN RE: Estate of Elizabeth M. Read, Deceased

All debtors and creditors of the Estate of Elizabeth M. Read, 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

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

IN DEED TO SECURE DEBT IN DEED TO SECURE DEBT Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Lynne C. Graham to Mortgage Electronic Registration Systems, Inc. in the original principal amount of \$173,500.00 dated 12/16/2010, and recorded in Deed Book 853, page 611, Union County records, cald Security Dead heing lext transformed and Security Deed being last transferred and assigned to U.S. Bank National Associ-ation in Deed Book 913, Page 57, 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 November, 2012 by U.S. Bank National Association, as Attorney-in-Fact for Lynne C. Graham the

following described property: All that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lot 39 of Union County, Georgia, and being Lot 11 of Cedar Creek Subdivision, containing 1.413 acres, more or less, as shown on a 1.413 acres, more or less, as snown on a plat of survey by Rochester Associates, Inc., dated January 6, 2004, and recorded in Union County, Georgia records in Plat Book 53, Page 236. Said plat is incorpo-rated herein, by reference hereto, for a full and complete description of the above de-scribed property.

scribed 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. Property known as: 296 Cedar Creek Dr, Blairsville, GA 30512

The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law).

The property will be sold as the property of 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 which would be disclosed by an accurate survey of the property; (4) the outstand-ing ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above. U.S. Bank National Association holds the

Note and referenced Security Deed and services the loan on behalf of Federal Home Loan Mortgage Corporation, the current owner of your loan. Pursuant to 0.C.G.A Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is: U.S. Bank National Association 4801 Frederica Street 4001 recurrica street Owensboro, KY 42301 PHONE: 800-365-7772 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 hert of the undergranged'recounded

To the best of the undersigned's knowledge and belief, the party in possession is Lynne C. Graham. U.S. Bank National Association, as Attor-

U.S. Bank National Association, as Attor-ney-in-fact for Lynne C. Graham. This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com Our File No. 12-06056 N(Oct10,17,24,31)B

SUMMARY OF PROPOSED CONSTITUTIONAL AMENDMENTS

Amenuments of the Georgia Constitution, Attorney General Samuel S. Olens, Secretary of State Brian P. Kemp, and Legislative Counsel Wayne R. Allen hereby provide the summaries of the proposed constitutional amendments that will appear on the November 6, 2012, general election ballot for consideration by the people of Georgia (the short headings in bold print are the same as those assigned by the Con-stitutional Amendments Publication Board pursuant to 0.C.G.A. Sec. 50-12-101):

Provides for improving student achievement and parental involvement through more public charter school options. House Resolution No. 1162 Ga. L. 2012, p. 1364

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 Geraldine J. Walker to Washington Mutual Bank, A Federal Association, dated January 27, 2007, recorded in Deed Book 691, Page 45, Union County, Georgia Records, as last transferred to JPMorgan Chase Bank, National Association by assignment to be recorded in the Office of the Clerk of Superior Court of Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THOU-SAND AND 0/100 DUI ASS (\$200 000 00) SAND AND 0/100 DOLLARS (\$200.000.00). with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia within the legal hours of sale on the first Tuesday in November, 2012, the following described property:Lying and being located in the un-incorporated area, County of Union, State of Georgia; all that certain parcel or tract of land known as: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lots 90 & 91 of Union County, Georgia, containing 0.22 acre, more or less and being Lot 6 as shown on a plat of survey by Bruce Hunt, County Surveyor, dated June 1973 and recorded in Union County Records in Plat Book C, Page 185. Said plat is incorporated herein by reference hereto. for a full and complete description of the above described property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of ingiven). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: JPMorgan Chase Bank, National Associa-tion can be contacted at 866-582-5208 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and 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. To the best knowledge and belief of the undersigned, the party in possession of the property is Geraldine J. Walker or a tenant or tenants and said property is more commonly known as 42 Twisted Pine Ln, Blairsville, Georgia 30512. The sale will be conducted e ubject (1) to confirmation that conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Geraldine J. Walker Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/ 11/6/12 Our file no. 1394812-FT20 N(Oct10,17,24,31)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 Jonathan Curtis Corn and Stacey M. Corn to Mortgage Electronic Registration Systems, the state investor in the state bits Corns Inc., as nominee for Appalachian Com-munity Bank, its successors and assigns, dated May 18, 2001, recorded in Deed Book 375, Page 376, Union County, Georgia Re-cords, as last transferred to Chase Home Finance, LLC. by assignment recorded in Deed Book 844, Page 594, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of EITY-FOIL original principal amount of FIFTY-FOUR THOUSAND SIX HUNDRED AND 0/100 DOL-LARS (\$54,600.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash be-fore the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in November, 2012, the following described property: SEE EXHIBIT 'A" ATTĂCHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in 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 accu-rate 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: JPMorgan Chase Bank, Na-tional Association, 3415 Vision Drive, Co-lumbus, 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 Curtis Corn and Stacey Corn or a tenant or tenants and said property is more commonly known as 888 Hams Old Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirma-tion that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. 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 successor by merger to Chase Home Finance LLC as At-torney in Fact for Jonathan Curtis Corn and Stacev M. Corn McCalla Ravmer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ 11/6/12 Our file no. 51176604-FT18 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lots 91 & 92, 10th District, 1st Section, Union County, Georgia, containing 2.71 acres, more or less, as depicted in the plat of survey prepared for Curtis and Stacey Corn by Robert J. Breedlove, RLS #2228. dated 9/23/99, and recorded in Plat Book 45 page 241, Union County records, and said plat is incorporated herein by reference for a more complete description of the above property. Subject to the ease-ment deed between Dennis W. Garrett and the United States of America dated 1/7/82 and recorded in Deed Book 120 page 350, corrected in Deed Book 122 page 33 Union County records. Subject to mineral rights reserved by previous grantor. MR/ 11/6/12 Our file no. 51176604 - FT18 N(Oct10,17,24,31)B

NOTICE OF SALE UNDER POWER Georgia, Union County This law firm is acting as a debt col-

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

Under and by virtue of the Power of Sale contained in a Security Deed given by Wil-liam Piechocniski and Sonya Piechocniski liam Piechocniski and Sonya Piechocniski to Mortgage Electronic Registration Sys-tems, Inc., dated August 4, 2006, recorded in Deed Book 773, Page 764, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Ser-vicing, LP by assignment recorded in Deed Book 804 Page 677 Book 894, Page 677, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY AND 0/100 DOLLARS (\$165,780.00), with interest thereon as set forth therein, there will be sold at public outcry to the high-est bidder for cash before the courthouse door of Union County, Georgia within the legal hours of sale on the first Tuesday in November, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO AND MADE A PART HEREOF The debt se-cured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set cord superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the terms of the mortgage instrument. To the best knowledge and belief of the under-signed, the party in possession of the prop-erty is William A. Piechocniski and Sonya L. Piechocniski or a tenant or tenants and said property is more commonly known as 5334 Ivy Log Dr, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a per-sonal money judgment against you. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrwide Home Loans Servicing L as Countrywide Home Loans Servicing, LP as Attorney in Fact for William Piechocniski and Sonya Piechocniski McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ mga 11/6/12 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 Union, City of Blairsville and described as follows: All that tract or parcel of land lying and being in Land Lot 83 of the 9th District, Union County, Georgia, bing Lot 1, Phase III, Ivy Log Estates Subdivision, as per plat re-corded in Plat Book 38, Page 256, records of Union County, Georgia, which plat is by reference incorporated herein and made a part hereof. APN: 051-012-C01 MR/mga 11/6/12 Our file no. 5186912 - FT11 Noctio1.724.310B N(Oct10.17.24.31)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 An-thony Verdone Jr. tak Anthony R. Verdone Jr. to Mortgage Electronic Registration Systems. Inc., dated October 30, 2008, recorded in Deed Book 779, Page 556, Union County, Georgia Records, as last transferred to Bank of America, N.A., successor by merger Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Ser-vicing, LP by assignment recorded in Deed Book 894, Page 676, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-THOUSAND EIGHT HUNDRED EIGHTY SEVEN AND 0/100 DOLLARS (\$167.887.00). 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 house door of Union County, Georgia within the legal hours of sale on the first Tuesday in November, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERE-TO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Se-curity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of in-tent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 177 Countrywide Way, Mail Stop: CAO-911-01-05, Lancaster, CA 93536, (661) 951-5100. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Anthony Verdone, Jr. or a tenant or ten-ants and said property is more commonly known as 5787 Mcintosh 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. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Ser-vicing, LP as Attorney in Fact for Anthony Verdone Jr. aka Anthony R. Verdone Jr. Mc-Calla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosure-hotline.net MR/mga 11/6/12 Our file no. 5814112-FT11 EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 184 of the 9th District, 1st Section Union County, Georgia, being Lot 51, Honaker and Smith Subdivision, as per plat recorded in Plat Book B, Page 194, Union County, Georgia records, which recorded plat is incorporated herein by this reference and made a part of this description. Said property being known as 5787 McIntosh Road according to the present system of numbering property in Union County, Georgia. Homes of Legend 1996, HL52550 A/B AL303 MR/mga 11/6/12

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from GARRY EDWARDS a/k/a GARY EDWARDS to Appalachian Community Bank dated March 8, 2007, recorded March 23, 2007, in Deed Book 698, Page 268, Union County, Geor-gia records, as transferred to Community & Southern Bank pursuant to that certain Purchase and Assumption Agreement dated as of March 19, 2010, by and among Community & Southern Bank, The Federal Denosit Insurance Comportion Bereiver **Deposit Insurance Corporation, Receiver** of Appalachian Community Bank and The Federal Deposit Insurance Corporation, and as assigned to COMMUNITY & SOUTHERN BANK by Assignment recorded in Deed Book 835, Page 291, Union County Records, Said Security Deed being given to secure a Note from GARRY EDWARDS dated August 7, 2008 in the original principal amount of One Hundred Eighty Three Thousand Eight Hundred Twelve and 59/100 (\$183,812.59) Dollars, as modified, 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 Court-house door at Union County, Georgia, within the legal hours of sale on the first Tuesday in November, 2012, the following described

property: All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 5 of Union County, Georgia, containing 1.78 acres, more or less, and being Lot Two (2), as shown on a plat of survey by North Georgia Land Surveyors, RS #1700, dated 1/6/84 and recorded in the Union County records in Plat Book O page 221, and said plat is incorporated herein, by reference hereto, for a full and complete description of the

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

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

undersigned, the party in possession of the property is GARRY EDWARDS a/k/a GARY EDWARDS or a tenant or tenants. COMMUNITY & SOUTHERN BANK,

as attorney in Fact for GARRY EDWARDS a/k/a GARY EDWARDS L. Lou Allen

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. C0608-00410 THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. WICHTO 17 43 UR N(Oct10.17.24.31)B

STATE OF GEORGIA COUNTY OF UNION

Under and by virtue of the power of sale contained in a Security Deed from MICHAEL SEABOLT and LYNNE SEABOLT to UNITED COMMUNITY BANK, dated February 4, 2008, recorded February 13, 2008, in Deed Book 747, Page 568, Union County, Georgia re-cords, as modified by Modification of Security Deed dated December 16, 2009, recorded in Deed Book 822, Page 501, Union County, Georgia records, said Security Deed being given to secure a Note from MICHAEL SEABOLT and LYNNE SEABOLT dated De-cember 16, 2009, in the original principal amount of Ninety Six Thousand Seven Hundred Thirty Four and 31/100 (\$96,734.31) 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 November, 2012,

the following described property: All that tract or parcel of land lying and be-ing 1.0 acre, more or less, in Land Lot 18, 16th District, 1st Section of Union County, by Robert J. Breedlove, RS #2228, dated 5/13/99 and recorded in Plat Book 45 page

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Deborah L. Young and Dwight L. Young to Mortgage Electronic Registra-tion Systems, Inc. as nominee for Appala-bian Community Rank. Its successors and chian Community Bank, its successors and assigns dated March 3, 2009 in the amount of \$172,000.00, and recorded in Deed Book 791, Page 626, Union County, Georgia Re-cords; as last transferred to Cenlar FSB by assignment; the undersigned, Cenlar FSB pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and or said independences due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in November, 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 said deed to-wit:

said deed to-wit: All that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lot 308 of Union County, Georgia, and being Lot 24 of Pine Brook Subdivision, containing 0.78 acres, more or less, as shown on a plat of survey by North Georgia Land Surveyors, dated February 16, 1984, and recorded in Union County Records in Plat Book J, Page 295. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described prop-

erty. Also including a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. Less & Except:

All that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lot 308 of Union County, Georgia, containing 0.125 acres, more or less, and being fur-ther identified as Additional Purchase # 1 and Additional Purchase # 2 of Pine Brook Subdivision as shown on a plat of survey Subdivision, as shown on a plat of survey by Blairsville Surveying Co., dated March 21, 1997 and recorded in the Union County records in Plat Book 39 Page 167, and said plat is incorporated herein, by reference hereto, for a full and complete description

Subject to restrictions as recorded in Union County Records in Deed Book 131, Page 627.

Subject to road easements as shown on plat. Subject to an easement to Blue Ridge

Mountain EMC, as recorded in Union County Records in Deed Book 132, pages 48 - 50. which has the property address of 759 Pinebrook Drive, Blairsville, Georgia., to-gether with all fixtures and other personal

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

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

Notice has been given of intention to col-lect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby se-cured in accordance with 0.C.G.A. Section 44-14-162.2(a).

Said property will be sold as the property of Deborah L. Young and Dwight L. Young and the proceeds of said sale will be applied to the payment of said indebtedness, the ex-pense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Cenlar FSB Attorney in Fact for Deborah L. Young and Dwight L. Young McCurdy & Candler, L.L.C.

(404) 373-1612 www.mccurdycandler.com The North Georgia News

Publication Dates:10-10-2012, 10-17-2012, 10-24-2012, 10-31-2012 File No. 12-04714 /FHLMC/sstojanovic THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. (Oct10,17,24,31)B

STATE OF GEORGIA

COUNTY OF UNION NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Karen Frantz to Mortgage Elec-tronic Registration Systems, Inc. in the original principal amount of \$135,728.00 dated 09/30/2011, and recorded in Deed Book 881, page 255, Union County records, said Security Deed being last transferred and assigned to GMAC Mortgage, LLC in Deed Book 914, Page 75, the undersigned will sell at public outcry to the highest bidon the first Tuesday of November, 2012 by GMAC Mortgage, LLC, as Attorney-in-Fact for Karen Frantz the following described property: All that tract or parcel of land lying and be-ing in Land Lot 5, 9th District, 1st Section of Union County, Georgia, being Lot R-32, containing 1.306 acres, in Lance Cross-ing North, as shown on a plat of survey by Rochester & Associates, Inc. RS #1534, dated April 19, 1994 and recorded in Plat Book 30, Page 210, Union County, Georgia Records, which description on said plat is hereby incorporated by reference and made a part hereof.

By: Kristin Stanley, Clerk of the Probate Court 65 Courthouse Street, Suite 8 Blairsville, GA 30512 N(Oct17,24,31,Nov7)B

NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY

Probate Court of Union County RE: Petition of Colleen MacGilvray and Rogers MacGilvray, Jr. for Discharge as Executors of the Estate of Roger P. MacGilvray, Deceased.

To Whom it may concern: This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before October 29, 2012.

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All plead-ings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact 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 ludge

Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street Blairsville, Ga. 30512 706-439-6006

N(Oct17)B

NOTICE FOR DISCHARGE FROM OFFICE AND ALL LIABILITY

Probate Court of Union County RE: Petition of Cary D. Cox for Discharge as Executors of the Estate of William G. Erwin,

Deceased. To Whom it may concern:

This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before October 29, 2012. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadinas/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required

amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the petition may be granted without a hearing. Dwain Brackett, Probate Judge By: Kristin Stanley Probate Court Clerk 65 Courthouse Street

Blairsville, Ga. 30512 706-439-6006 N(Oct17)B

NOTICE OF ARTICLES OF INCORPORATION Notice is given that Articles of Incorpora-tion which will incorporate Cornerstone Thrift Store, Inc. to be delivered to the Secretary of State for filing in accordance with the Georgia Business Code (0.C.G.A.

Section 14-2-201.1). The initial registered office of the corporation will be located at 417 Blue Ridge Street, #A, Blairsville, GA 30512 and its initial registered agent at such address is James R. Gray. N(Oct10,17)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

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 Paren-U Biblic of Biological Earthmaned Potition tal 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 writing within sixty (60) days of the date of the

order for publication. Witness, the Honorable Murphy Miller, Judge of this Superior Court. This the 14th day of September, 2012

N(Sept26-Oct17)

NOTICE OF ARTICLES OF INCORPORATION Notice is given that Articles of Incorporation which will incorporate New Graphic Designs Inc., have been delivered to the Secretary of State for filing in accordance with the Georgia Corporation Code. The initial registered office of the corporation is located at 31 Longshadow, Blairsville, Georgia 30512 and its initial registered agent at such address is Tony Dinatale. N(Oct10,17)B

NOTICE OF INCORPORATION

Notice is given that articles of incorpora-tion that will incorporate Rocky Knob Property Owners Association, Inc. have been delivered to the Secretary of State for filing uenvereu to une secretary of State for filling in accordance with the Georgia Nonprofit Corporation Code. The initial registered office of the corporation is located at 57 Sears Way, Blairsville, GA 30512 and its initial registered agent at such address is Kenya L. Patton. PATTON & LANCE LAW FIRM, LLC Venue L. Betton Attenue of Low Kenya L. Patton, Attorney at Law N(Oct10,17)B

Shall the Constitution of Georgia be amended to allow state or local approval of public charter schools upon the request of local communities?

proposal authorizes the General Assembly to provide by law for the creation of public state charter schools, which would operate under the terms of charters between the State Board of Education and charter petitioners, while preserving the authority of local boards of education to establish local charter schools. Specifically, the proposal clarifies the authority of the General Assembly to provide for state-wide policies for public education prior to the college or post-secondary level, restates the authority of the General Assembly to establish special schools, prohibits the incurrence of bonded indebtedness or the levy of school taxes for the support of spe-cial schools without approval of the local board of education and the voters in the affected school system, provides that special schools may include public state charter schools, pre-

serves the authority of local boards of edu-cation to establish local charter schools, authorizes the expenditure of state funds for special schools, and prohibits the de-duction of certain state funds from local school districts as a direct result or consequence of the enrollment of students in state charter schools.

The General Assembly has enacted a law to exercise the authority granted by the pro-posed constitutional amendment to provide for public state charter schools. This law will become effective only if the constitu-tional amendment is ratified by the voters. This law is published at Georgia Laws 2012. 1298, Sec. 1, and was enacted by 2012 HB 797, Act No. 766.

A copy of this entire proposed constitution-al amendment is on file in the office of the udge of the probate court and is available for public inspection.

Allows the state to save taxpayer funds through multiyear real estate rental agreements

Senate Resolution No. 84 Ga. L. 2012, p. 1363

"() YES () NO

Shall the Constitution of Georgia be amended so as to provide for a reduction in the state's operating costs by allowing the General Assembly to authorize certain state agencies to enter into multiyear rental agreements?"

This proposal authorizes the General Assembly to provide by law for the State Properties Commission, the Board of Regents of the University System of Georgia, and the Georgia Department of Labor to enter into rental agreements for the possession and use of real property without obligating present funds for the full amount of obligation the state may bear under the full term of any such rental agreement. Any such agreement shall provide for the termination of the agreement in the event of

insufficient funds. The General Assembly has enacted a law to exercise the authority granted by the proposed constitutional amendment to rovide for multiyear rental agreements for real property. This law will become effective only if the constitutional amendment is ratified by the voters. This law is published at Georgia Laws 2012, p. 989, and was enacted by 2012 SB 37. Act No. 717.

A copy of this entire proposed constitution-al amendment is on file in the office of the iudge of the probate court and is available for public inspection. NT(0ct17,24,31)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 Elsie K. Dean to Primary Capital Advisors LLC, dated September 5, 2001, recorded in Deed Book 387, Page 198, Union County, Georgia Records, as last transferred to Washington Mutual Home Loans, Inc. by assignment re-corded in Deed Book 390, Page 293, Union County, Georgia Records, as last trans-ferred to JPMorgan Chase Bank, National Association by assignment to be recorded in the Office of the Clerk of Superior Court of Union County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of FIFTY-SEVEN THOUSAND AND 0/100 DOL-LARS (\$57,000.00), 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 November, 2012, the following described property:All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 255 of Union District, 1st Section, Land Lot 255 of Union County, Georgia, containing 1.0 acre, more or less, as shown on a plat of survey by B. Keith Rochester & Associates, Inc., dated 5/11/87, revised 11/28/95, and recorded in Union County December 2014 Rech 24 in Union County Records in Plat Book 34. Page 248. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described prop-erty. The debt secured by said Security Deed has been and is hereby declared due 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 pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including at-torney's fees (notice of intent to collect attorney's fees having been given). JPattorney's fees having been given). JP-Morgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). "JPMorgan Chase Bank, National Associa-tion can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, 04 4030 to discussional associa-OH 43219, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (includany outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in pos-session of the property is Elsie K. Dean or a tenant or tenants and said property is more commonly known as 81 Young Cane Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the holder of the security deed. JPMorgan the holder of the security deed. JPMorgan Chase Bank, National Association, succes-sor in interest by purchase from the FDIC as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, F.A., successor in interest to Washington Mutual Home Loans, Inc. as Attorney in Fact for Elsie K. Dean Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 3029 (770) 234-9181 www.jflegal.com MSP/ 11/6/12 Our file no. 110/4212-FT20 N(Oct10,17,24,31)B

NOTICE OF SALE UNDER POWER

GEORGIA, UNION COUNTY By virtue of a Power of Sale contained in that certain Security Deed from JAMIE MATTHEW LUNSFORD to MORTGAGE ELEC-TRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PINE STATE MORTGAGE CORPORATION, dated April 9, 2009, re-corded April 14, 2009, in Deed Book 796, Page 350, Union County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Seven Thousand Twenty-Five and 00/100 dollars (\$107,025.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., secured creditor, there will be sold at public outcry to the highest bidder for cash before the court-house door of Union County, Georgia, within the legal hours of sale on the first Tuesday in November, 2012, all property described in said Security Deed including but not lim-

ited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN THE 9TH DISTRICT, 1ST SECTION, LAND LOTS 233 & 236 OF UNION COUNTY, GEORGIA, CONTAINING 3.485 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., DATED 7/15/00 AND RECORDED IN PLAT BOOK 45 PAGE 234 UNION COUNTY RECORDS. AND SAID IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE PROPERTY. SUBJECT TO THE ROAD AND POWERLINE EASEMENTS AS SHOWN ON SAID PLAT.

Said legal description being controlling, however the property is more commonly known as 1277 LEDFORD ROAD, BLAIRS-VILLE, GA 30512.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebted-ness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Dead card block the terms of the Security Deed and Note.

Said property will be sold on an "as-is" ba-

Our file no. 5814112 - FT11

N(Oct10,17,24,31)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 Abigail L. King to Mortgage Electronic Registration Systems, Inc. as nominee for Cadence Bank, N.A., its successors and assigns., dated March 19, 2007, recorded in Deed Book 698, Page 388, Union County, Georgia Records, as last transferred to JP-Morgan Chase Bank, National Association by assignment recorded in Deed Book 896, Page 687, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED ELEVEN THOU-SAME FLYE HUNDRED AND Q/ION DOLI ARS SAND 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 November, 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 default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, 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, Na-tional Association, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. Please understand that the secured creditor is understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instru-ment. To the best knowledge and belief of the undersigned, the party in possession of the property is Abigail L. King or a ten-ant or tenants and said property is more commonly known as 1116 Nicholson Road, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirma-tion and audit of the status of the loan with the holder of the security deed. 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 judg-ment 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/ji9 11/6/12 Our file no. 52032610-FT3 EXHIBIT "A" All that thest ar approach for a chard wing and he that tract or parcel of land lying and be-ing in the 9th District, 1st Section, Land Lots 250 and 251 of Union County, Georgia, 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 Re-cords in Plat Book 55, Page 349. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described nromety. Reing and inabove described property. Being and in-tended 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 Deed Book 584, Page 394. Subject to all easements, restrictions and rights-of-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 Fasement recorded in Union 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/jl9 11/6/12 Our file no. 52032610 - FT3 N(Oct10.17.24.31)B

Court of Union County, which plat is incorporated herein by reference and made a part hereof The property is subject to easements to

Blue Ridge Mountain EMC as recorded in Deed Book 171, page 254 and in Deed Book 325, page 261, Union County records.

323, page 201, union County records. 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 cale will be debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

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

To the best knowledge and belief of the undersigned, the party in possession of the property is MICHAEL SEABOLT and LYNNE SEABOLT or a tenant or tenants. UNITED COMMUNITY BANK,

as attorney in Fact for MICHAEL SEABOLT and LYNNE SEABOLT .. Lou Allen

Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED

WILL BE USED FOR THAT PURPOSE. N(Oct10,17,24,31)B

STATE OF GEORGIA COUNTY OF UNIO

NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale contained in a Security Deed from CHARLES E. HILL and JACKIE L. HILL to United Community Bank, dated July 31, 1998, recorded August 5, 1998, in Deed Book 296, Page 72 Union County, Georgia records, as modi-fied, and as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 627, Union County, Georgia records, the Security Deed secures the payment of all amounts which have be-come due and payable by HILL & HILL PE-TROLEUM, LLC, CHARLES ELLIOTT HILL, II, CHARLES E. HILL and JACKIE L. HILL, with interest from date at a rate per cent per an 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 November, 2012, the following described property: All that tract or parcel of land lying and be-

ing in the 10th District, 1st Section, Land Lots 13, 14, 15, 16, 22 & 23 of Union County, Georgia, containing 459.33 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated June 27, 1991 and recorded in Union County Re-cords in Plat Book Y, Page 171. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

All that tract or parcel of land lying and All that tract or parcel of land lying and being in Land Lot 22, 10th District, 1st Section, Union County, Georgia, containing 3.382 acres, more or less, as shown on a plat of survey by Cleveland & Cox Land Surveying, LLC dated 01/16/08, recorded in Plat Book 61, Page 5, Union County, records, which description is incorporated herein by which description is incorporated herein by reference and made a part hereof. The property is subject to the road ease-

ment as shown on said plat. The property is subject to the ingress and egress easement as recorded in Deed Book

151. Page 238. Union County records.

The property is subject to the easement to Blue Ridge Mountain EMC as recorded in Deed Book 248, Page 757, Union County records

Grantor grants to grantee access for ingress and egress to the above described property along the 20 foot easement as shown on said plat.

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 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 pavable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

Property known as: 186 Darby Ln, 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 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:

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

above. Pursuant to 0.C.G.A Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned ndebtedness is:

GMAC Mortgage, LLC

1100 Virginai Avenue Ft. Washington, PA 19034 PHONE: 800-850-4622 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 cald indebtdonese. amend, or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is Karen

Frantz. GMAC Mortgage, LLC, as Attorney-in-fact for Karen Frantz.

This law firm is acting as a debt collector attempting to collect a debt, any informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place

Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088

www.penderlaw.com Our File No. 12-06981 N(Oct10,17,24,31)B

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

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

Colwell the following described property: All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 235 and 9th District, 1st Section, Land Lot 252, of Union County, Georgia, containing 2.0 acres, and being more particularly described as follows: Beginning at an iron pin on the west original line of the Dean Property and Odom Property; thence running in an east direction 420 feet to an iron pin; thence North 210 feet to an iron pin; thence in a west direction 420 feet to the original line above-referenced: thence in a uth direction with the original line to the point of beginning.

The above property is as shown and de-picted as property of "Colwell Bros." in a plat of survey for Don and Troy Phillips, dated May 8, 1975 and recorded in Plat Book E, Page 29, of the Union County Su-perior Court Clerk's Office. This property frank on Booky Book

fronts on Becky Road. Also conveyed is a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. Property known as 361 Becky Road. 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 paying the came and all expenses of sale

NOTICE OF INTENT TO DISSOLVE The name of the corporation is BMG Con-struction, Inc., the date the dissolution was authorized was 10/11/12. Dissolution of the corporation was duly approved by the shareholders in accordance with 0.C.G.A. § 14-2-1402. The undersigned does hereby certify that a request for publication of a notice of intent of to voluntarily dissolve the corporation along with publication of fee of \$40 has been forwarded to the of-ficial organ of the county of the registered office as required by § 14-2-1403.1(b). In witness whereof, the undersigned has executed this Notice of Intent to Dissolve On 10/11/12 Robert Guild, President

N(Oct17.24)P

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

NOTICE OF SALE ONDER 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 Sys-tems, Inc. in the original principal amount of \$180,000.00 dated 01/04/2007, and re-corded in Deed Book 685, page 753, Union County records, said Security Deed being last transferred and assigned to CitiMort-gage, Inc. in Deed Book 904, Page 206, the undersigned will sell at public outcry to the highest bidder for cash before the Court-house door in said County, during the legal hours of sale, on the first Tuesday of No-vember, 2012 by CitiMortgage, Inc., as At-torney-in-Fact for James Fisher and Sharon Fisher 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 437 acres more or lass

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 record-ed in Union County Records in Plat Book I, Page 267. Said plat is incorporated herein, burderscherte berete for a full and exemplet by reference hereto, for a full and complete description of the above described propertv.

erty. Also conveyed is a non-exclusive perpetual easement for ingress and egress to the above described property. Property known as: 29 Nicholson Rd, 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 nurnoses of navor the indeptedness secured thereby, this sale will be made for the purposes of pay-ing the same and all expenses of sale, in-cluding attorney's fees, (notice having been given as provided by law). The property will be sold as the property of

The Aforesaid Grantors subject to the fol-

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

by balance and of the contraction of the contraction of the security deed first set out above. CitilMortgage, Inc. holds the Note and refer-enced Security Deed and services the loan on behalf of Federal Home Loan Mortgage Corporation, the current owner of your loan. Pursuant to 0.C.G.A Section 44-14-162 2 the name of the person or entity who 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:

indebtedness is: 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 shall obligate any entity to negotiate, amend, or modify said indebtedness. To the best of the undersigned's knowledge

amend, or modify said indebtedness. To the best of the undersigned's knowledge and belief, the party in possession is James 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 informa-tion obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000 115 Perimeter Center Place

South Terraces, Suite Todo 115 Perimeter Center Place Atlanta, GA 30346 Phone – (770) 392-0398 Toll Free – (866) 999-7088 www.penderlaw.com

Our File No. 12-05575

as without any representation, warranty of recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the whether of how due and payable), the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assess-ments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed.

superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is JAMIE MAT-THEW LUNSFORD, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Deed.

The entity having full authority to negoti-The entity having full authority to negoti-ate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Tele-phone Number: 800-720-3758 for and on behalf of the secured creditor. BANK OF AMERICA, N.A. as Attornav in Eact for

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

POSE Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 400, Norcross, GA

30092 Telephone Number: (877) 813-0992 Case No. BAC-12-05425-0002

Ad Run Dates 10/09/2012, 10/16/2012, 10/23/2012, 10/30/2012

www.rubinlublin.com/property-listings.

N(Oct10.17.24.31)B

To the best knowledge and belief of the undersigned, the party in possession of the property is CHARLES E. HILL and JACKIE L. HILL or a tenant or tenants. CF SOUTHEAST LLC, as attorney in Fact for CHARLES E. HILL and JACKIE L. HILL L ou Allen

L. Lou Allen Stites & Harbison, PLLC

11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923

THIS LAW FIRM IS ATTEMPTING TO COL-LECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. N(Oct10,17,24,31)B

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER

Under and by virtue of the power of sale contained in a Security Deed from CHARLES E. HILL and JACKIE L. HILL to United Community Bank, dated July 18, 2007, recorded July 23, 2007, in Deed Book 718, Page 728, Union County, Georgia records, as modi-fied, and as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 691, Union County, Georgia records, the Security Deed se-cures the payment of all amounts which have become due and payrable by WILL 8 have become due and payable by HILL & HILL PETROLEUM, LLC, CHARLES ELLIOTT HILL, II and CHARLES E. HILL and JACKIE L. HILL, with interest; there will be sold by the undersigned at public outcry to the high-est bidder for cash before the Courthouse door at Union County, Georgia, within the legal hours of sale on the first Tuesday in November, 2012, the following described property:

property: All that tract or parcel of land lying and being in Land Lot 21, 10th District, 1st Section, Union County, Georgia, containing 27.0 acres, as shown on a plat of survey by Rochester & Associates, Inc. RS# 2349, dated 10/28/04, revised 11/15/04 and re-corded in Plat Pack EE pace 60. Union corded in Plat Book 55, Page 69, Union County records which description on said plat is incorporated herein by reference and made a part hereof. The property is subject to the road ease-

ment as shown on said plat.

The property is subject to restrictions at-tached as Exhibit "A" in that certain war-ranty deed recorded in Deed Book 696, Page 636-639, Union County records. Grantor grants to grantee a non-exclusive

Page 636-639, Union County records. Grantor grants to grantee a non-exclusive easement for ingress, egress and utilities along the 60 foot right of way to and from Rich Gap Road as shown on said plat. The debt secured by said Security Deed has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions convenants and

liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is CHARLES E. HILL and JACKIE L. HILL or a tenant or tenants. CF SOUTHEAST LLC, as attorney in Fact for CHARLES E. HILL and JACKIE L. HILL

L. Lou Allen Stites & Harbison, PLLC 11 Mountain Street, Suite 8 Blue Ridge, Georgia 30513 (706) 632-7923 File No. AM190-00028

N(Oct10,17,24,31)B

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:

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

U.S. Bank National Association holds the Note and referenced 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 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is:

U.S. Bank National Association

4801 Frederica Street Owensboro, KY 42301

PHONE: 800-365-7772 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. To the best of the undersigned's knowledge

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

ney-in-fact for Barbara Colwell. This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose. Pendergast & Associates, P.C. South Terraces, Suite 1000

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