North Georgia News

Legal Notices for December 10, 2014

STATE OF GEORGIA

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Martha Janie Deaver,
All debtors and creditors of the estate of
Martha Janie Deaver, deceased, late of Union
County, Georgia, are hereby notified to render
their demands and payments to the Personal
Representative(s) of the estate, according to
the law, and all persons indebted to said estate are required to make immediate payment
to the Personal Representative(s). tate are required to make immedito to the Personal Representative(s). This 20th day of November, 2014. By: Robin R. Deaver Tim Deaver 841 Deaver Rd. Blairsville, GA. 30512 N(Nov26,Dec3,10,17)B

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

MOTICE TO DEBTORIS AND CREDITORS
RE: Estate of Rosalie R. Doyle,
All debtors and creditors of the estate of
Rosalie R. Doyle, deceased, late of Union
County, Georgia, are hereby notified to render
their demands and payments to the Personal
Representative(s) of the estate, according to
the law, and all persons indebted to said estate are required to make immediate payment
to the Personal Representative(s).
This 17th day of November, 2014.
By: Randolph M. Rasmussen
59 Highview Dr.
Blairsville, GA. 30512
Midwords Dec 310,1718

STATE OF GEORGIA
UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of George Alfred Coker,
All debtors and creditors of the estate of
George Alfred Coker, deceased, late of Union
County, Georgia, are hereby notified to render
their demands and payments to the Personal
Representative(s) of the estate, according to
the law, and all persons indebted to said estate are required to make immediate payment
to the Personal Representative(s).
This 21st day of November, 2014.
By: William (a.k.a. Billy) Coker
59 Water Wheel Dr.
Blairsville, GA. 30512
W(Nov28,Des.710.17)B

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREENTORS
RE: Estate of Diane Bell,
All debtors and creditors of the estate of Diane
Bell, deceased, late of Union County, Georgia,
are hereby notified to render their demands and
payments to the Personal Representative(s)
of the estate, according to the law, and all
persons indebted to said estate are required
to make immediate payment to the Personal
Representative(s).

to make immediate payment to Representative(s). This 24th day of November, 2014. By: Winnie Youngblood 1797 Dean Gap Rd. Blairsville, GA. 30512

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREDITORS
RE: Estate of William Harvey Deaver,
All debtors and creditors of the estate of William Harvey Deaver, deceased, late of Union
County, Georgia, are hereby notified to render
their demands and payments to the Personal
Representative(s) of the estate, according to
the law, and all persons indebted to said estate are required to make immediate payment
to the Personal Representative(s).
This 20th day of November, 2014.
By: Robin R. Deaver
Tim Deaver
Rd.
Blairsville, GA. 30512

Blairsville, GA. 30512 N(Dec3,10,17,24)B

STATE OF GEORGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Clyde W. Hill, Jr.,
All debtors and creditors of the estate of
Clyde W. Hill, Jr., deceased, late of Union
County, Georgia, are hereby notified to render
their demands and payments to the Personal
Representative(s) of the estate, according to
the law, and all persons indebted to said estate are required to make immediate payment
to the Personal Representative(s).
This 17th day of November, 2014.
By: Lorraine B. Hill
1159 Deep South Farm Rd.
Blairsville, GA. 30512
Cameron S. Hill
3 Woodhill Dr.
Lookout Mountain, TN 37312
N(0ec3,10,17,24)B

IN THE PROBATE COURT

IN THE PROBATE COURT COUNTY OF UNION STATE OF GEORGIA IN RE: ESTATE OF PATRICIA L. HARTNESS, DECEASED ESTATE NO. 14-147

ESTATE NO. 14-147
NOTICE OF PETITION
TO FILE FOR YEAR'S SUPPORT
The Petition of Robert W. Hartness, for a year's
support from the estate of Patricia L. Hartness,
deceased, for decedent's surviving spouse,
having been duly filed, all interested persons
are hereby notified to show cause, if any they
have not refore December 29. 2014 why said nave, on or before becember 29, 2014 why said Petition should not be granted. All objections to the Petition must be in writ-ing, setting forth the grounds of any such objections, and must be filed on or before

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 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.

65 Courthouse St., Ste. 8 Blairsville, GA 30512 Addres

(706) 439-6006 Telephone Number Dwain Brackett Judge of the Probate Court By: Kristin Stanley Clerk of the Probate Court

NOTICE OF SUPERIOR COURT OF UNION COUNTY

OF UNION COUNTY

In Re: Petition of: Patricia Lager and Edward
Lager for Adoption of: C.L.G. Superior Court of
Union County; CAAFN: MM-14-A1-1
TO: Kathryn Busby
By Order of the Court for Service by Publication dated November 19, 2014, you are hereby
notified that on the 8th day of January, 2014,
Patricia Lager and Edward Lager filed a Petition
for Adoption and on the 12th day of November, 2014, a Motion to Terminate your parental
rights to said child. Pursuant §19-8-10 you are
hereby notified to appear and show cause why
your parental rights to said child should not be
terminated on the 3rd day of February, 2015 at
9 a.m. at the Union County Courthouse in Blairsville, Georgia. N(Nov26,Dec3,10)P

NOTICE

NOTICE

Notice of Adoption to: Britanee Leigh Barber: you are hereby notified that an adoption petition has been filed in Walton County Superior Court, Georgia, (Case No. 14A0029-3), 303 S. Hammond Drive, Suite 335, Monroe, 30655, for the adoption of your child, Lauren Faith Thomas, a female child born in Carroll County, Georgia, on July 8, 2009. You may lose your parental rights with respect to the minor child and you will neither receive notice nor be entitled to object to the adoption of the child unless you object to the adoption of the child unless you act as required by Georgia law which may re-quire, within thirty (30) days from the date of the last publication of this notice, the filing of an answer and serving of that answer upon oppos-ing counsel, Jeffrey D. Bunch, 142 South Park Square, Marietta, Georgia 30060. N(Nov26,Dec3,10)P

IN THE PROBATE COURT IN THE PROBATE COURT
COUNTY OF UNION
STATE OF GEORGIA
IN RE: ESTATE OF
LEBURN HOYT LANG, DECEASED
ESTATE NO. 14-142

PETITION FOR LETTERS OF ADMINISTRATION

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

Kevin A. Lang have petitioned to be appointed Administrator of the estate of Leburn Hoyt Lang, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. §53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filled with the court on or before December 15, 2014. 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

PRORATE J. IJIOGE

Dwain Brackett DWain Brackett
PROBATE JUDGE
By: Kristin Stanley
PROBATE CLERK
65 Courthouse St., Ste. 8
Blairsville, GA 30512
(706) 439-6006

IN THE PROBATE COURT
COUNTY OF UNION
STATE OF GEORGIA
IN RE: ESTATE OF
DOUGLAS EDWARD SEXTON, DECEASED
ESTATE NO. 14-139
PETITION FOR LETTERS OF ADMINISTRATION
NOTICE

Patricia Ledford have petitioned to be appointed Patricia Ledford have petitioned to be appointed Administrator of the estate of Douglas Edward Sexton, deceased, of said County. (The petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. §53-12-261.) All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before December 15, 2014. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filings/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 netition may date. If no objections are filed, the petition may be granted without a hearing.

Dwain Brackett

PROBATE JUDGE

By: Kristin Stanley PROBATE CLERK 65 Courthouse St., Ste. 8 Blairsville, GA 30512 (706) 439-6006 ov19.26.Dec3.10)B STATE OF GEORGIA

UNION COUNTY

UNION COUNTY
NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Robert C. Harkins,
All debtors and creditors of the estate of
Robert C. Harkins, deceased, late of Union
County, Georgia, are hereby notified to render
their demands and payments to the Personal
Representative(s) of the estate, according to
the law, and all persons indebted to said estate
are required to make immediate payment to the
Personal Representative(s).
This 12th day of November, 2014.
By: Robyn H. Still By: Robyn H. Still 67 Knoll Ridge Ct. Cleveland, GA. 30528

NOTICE OF SALE UNDER POWER, UNION COUNTY

UNION COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by David Jenkins and Sue E Jenkins to Mortgage Electronic Registration Systems, Inc. as nominee for Branch Banking and Trust Company dated 1/30/2012 and recorded in Deed Book 892 Page 214, UNION County, Georgia records; as last transferred to or acquired by Branch Banking and Trust Company, conveying the after-described property to secure a Note in the original principal amount of \$ 97,400.00, with interest at the rate specified therein, there will be sold by the unamount of \$ 97,400.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of UNION County, Georgia, within the legal hours of sale on January 06, 2015 (being the first Tuesday of said month unless said date falls on a Federal National County of the State of the

Said month unless said date falls on a Federal Holiday), the following described property. ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 197, 8TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CONTAINING A TOTAL OF 1 802 ACRES AND BEING SHOWN AS LOT 4 (4) (0 802 ACRE) AND LOT FIVE (5) (1 0 ACRE) OF STABLEGATE ESTATES ON PLAT OF SURVEY BY ROCHESTER & ASSOCIATES, INC. RS #2653, DATED 8/21/00 AND RECORDED IN PLAT BOOK 46 PAGE 98 UNION COUNTY RECORDS, WHICH DESCRIPTION ON SAID PLAT IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF. PART HEREOF

THE PROPERTY IS SUBJECT TO THE RUAD EASE-MENTS AS SHOWN ON SAID PLAT THE PROPERTY IS SUBJECT TO THE RESTRIC-TIONS RECORDED IN DEED BOOK 219 PAGE 23, AMENDED IN DEED BOOK 220 PAGE 545 AND IN DEED BOOK 228 PAGE 514 UNION COUNTY PROPERTY OF THE PROPERTY O

THE PROPERTY IS SUBJECT TO THE POWERLINE EASEMENT TO BLUE RIDGE MOUNTAIN EMC RE-CORDED IN DEED BOOK 200 PAGE 197 UNION COUNTY RECORDS. THE PROPERTY IS SUBJECT TO THE RIGHT OF

THE PROPERTY IS SUBJECT TO THE RIGHT OF WAY OF UNION COUNTY, GEORGIA, RECORDED IN DEED BOOK 226 PAGE 300 UNION COUNTY RECORDS.
THE PROPERTY BENEFITS FROM THE EASEMENT RECORDED IN DEED BOOK 353, PAGE 344, UNION COUNTY RECORDS.

COUNTY RECORDS. GRANTOR GRANTS TO GRANTEE A NON-EXCLU-SIVE PERPETUAL EASEMENT FOR THE USE OF THE SUBDIVISION ROADS FOR INGRESS AND EGREES TO 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 number of raving the same Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property is commonly known as 29 Nottely Circle, Blairsville, GA 30512 together with all fixtures and personal property, attached to

tely Circle, Blairsville, GA 30512 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): David Jenkins and Sue Jenkins or tenant or tenants. Branch Banking and Trust Company is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortoage.

of the mortgage.
Branch Banking and Trust Company
Mortgage Loan Servicing Greenville, SC 29602-2467

ureenvine, Sc. 29602-2467
1-800-827-3722
Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.
Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with mation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other fore-closure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Branch Banking and Trust Company as agent and Attorney in Fact for David Jenkins and Sue E Jenkins

Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia

30305, (404) 994-7400. 30303, (404) 394-7400. 1207-3576 This Law Firm May Be acting as a debt col-lector attempting to collect a debt. Any Information obtained will be used for

THAT PURPOSE, 1207-357A

NOTICE OF SALE UNDER POWER

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

Inder and by virtue of the Power of Sale contained in a Security Deed given by Leonard Douglas Crawford and Judy Anne Crawford to Local Govt. Federal Credit Union, dated August 17, 2012, recorded in Deed Book 912, Page 390, Union County, Georgia Records, cas last transferred to State Employees' Credit Union 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 ONE HUNDRED SEVENTY-FIVE THOUSAND AND 0/100 DOL-LARS (S175,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Union County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in January, 2015, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees (notice) for the security deed of the conducted of the Security Deed first

STATE OF GEORGIA COUNTY OF UNION NOTICE OF SALE UNDER POWER IN SECURITY DEED

NOTICE OF SALE UNDER POWER IN SECURITY DEED
By virtue of a Power of Sale contained in that certain Security Deed from Tommy R. Cook to Kenneth and Eloise Cook, dated 20th Day of October, 2006, recorded in Deed Book 676, Page 267-268, Union County, Georgia records, said Security Deed having been given to secure a Note of even date in the original principal amount of Twenty Three Thousand Four Hundred and 00/100 (\$23,400.00) Dollars with interest thereon as provided for 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 January, 2015, the following described property:
All that tract or parcel of land lying and being in Land Lot 124, 16th District, 1st Section of Union County, Georgia, containing 12.19 acres as shown on a plat of survey by William F. Rolader, RS #2042, dated 3/15/89, and recorded in Plat Book U, Page 199, Union County records, which description on said plat is incorporated herein by reference and made a part hereof. Subject to a non-exclusive easement of ingress and egress over the existing road as shown

Subject to a non-exclusive easement of ingress

and egress over the existing road as shown on said plat and the reservation described in a warranty deed recorded in Deed Book 142, pages 679-680, Union County records. ALSO: An easement of ingress and egress and

an exclusive water right as described in a war-ranty deed recorded in Deed Book 1442, page 681, Union County records.
LESS & EXCEPT THE FOLLOWING:

LESS & EXCEPT INE PULLOWING:
A 2.50 acre tract as shown on a plat of survey
by Blairsville Surveying Co., RS#2228, dated
11/23/98, revised 2/17/06 and recorded in
Plat Book 58, page 139, Union County records,
conveyed to Kenneth Cook by warranty deed
5/11/06, and recorded in Deed Book 646, page
137, Union County records and further con-137, Union County records and further conveyed to Kenneth Cook and Eloise L. Cook by warranty deed dated 5/11/06, and recorded in Deed Book 647, page 327, Union County

A 5.0 acre tract as shown on a plat of survey by Blairsville Surveying Co., R.S #2228, dated 10/24/94, and recorded in Plat Book 31, page 231, Union County records. Said property is commonly known as:

Kenneth Cook Drive, Blairsville, GA

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Se-curity Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in de-fault, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorney's fees and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold subject to the fol-lowing items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or by an inspection of the property; any outstand-ing taxes, including but not limited to ad va-lorem taxes, which constitute liens upon said property; special assessments; all outstanding bills for public unities which constitute liens upon said property; all restrictive covenants, easements, rights-of-way and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the parties in possession of the property are Tommy R. Cook or the Estate of Tommy R. Cook or tenant(s). KENNETH COOK AND ELOISE COOK

as Attorney in Fact for TOMMY R. COOK OR THE ESTATE OF TOMMY R.

Contact: Cary D. Cox CARY D. COX. P.C. RIO: DUX 746 Blairsville, GA 30514 (706) 745-7420 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 12/16/2014. 12/23/2014. STATE OF GEORGIA

STATE OF GEORGIA
COUNTY OF UNION
NOTICE OF SALE UNDER POWER
By virtue of the power of sale contained in that certain Security Deed (hereinafter the "Security Deed") from Mark W. Autry and Scott O. Helton to Regions Bank (with RREF II PEBP-GA, LLC as assignee of RREF II PEBP-GA, LLC ("RREF"), as assignee of Regions Bank ("Regions")), dated December 14, 2006, recorded at Deed Book 682, Page 563, Union County, Georgia records; said Security Deed being given to partially secure indebtedness under that certain Promissory Note (as renewed, hereinafter the "Note") from Mark W. Autry and Scott O. Helton to Regions (with RREF II PEBP-GA, LLC as assignee of RREF, as assignee of Regions), dated December 14, 2006, and renewed on April 17, 2008, in the renewed principal amount of TWO HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$205,000.00), with interest on the unpaid balance from the date thereof until maturity or until paid, together with all other amounts payable with respect thereto; there will be sold by the undersigned at public outcry to the highest bidder, for cash before the Courthouse door in Blairsville, Union County, Georgia, within the legal hours of sale on the first Tuesday in January, 2015, the property being more fully described as follows:
ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113, 16th District of 1st Section of Union County, Georgia, containing 1.3235 acres and being Lot 6 as shown on a plat of survey by Roy A. Terrell, RLS, dated September 29, 1989, recorded in Plat Book U, Page 248, Union County Records, which description on said plat is incorporated herein by reference and made a part hereof.
LESS AND EXCEPTED from this conveyance is a fee simple interest in and to that part of the above described property sufficient to make with the exception of the part of the above described property sufficient to make with the exception of the part of the above described property sufficient to make with the exception of the part of the above described property sufficient to make with coercitio

a fee simple interest in and to that part of the above described property sufficient to make up its constituent part of a road right of way, having a total width of 30 feet, with said right of way extending 15 feet from each side of the centerline of said road as delineated on the last of survey beginnings referred to

of way extending 15 feet from each side of the centerline of said road as delineated on the plat of survey hereinabove referred to.

ALSO CONVEYED is a perpetual non-exclusive easement for ingress and egress to the above-described property. Said easement to run from S. R. 348 along the road as shown on the above-referenced plat.

Subject to the necessary rights of ways over and through the above described property for public utilities, which in the future may be necessary to serve the adjoining property, now or formerly of Terry D. Blalock et al, including the right of ingress and egress for public utilities over and through the above described property. Said rights shall not be defeated for lack of use or maintenance but shall be covenants running with the land.

The property is restricted against mobile homes or any type of manufactured home.

The debt secured by said Note and Security Deed has been and is hereby declared due and payable in full because of, among other possible events of default, non payment of principal and interest owed in accordance with the terms of the Note and the Security Deed. The indebtedness remaining in default, this sale will be made for purposes of paying the same and all expenses of this sale, including attorney's fees.

To the best knowledge and belief of the under-

same and all expenses of this sale, including attorney's fees. To the best knowledge and belief of the undersigned, the subject property is in the possession of Mark W. Autry and Scott O. Helton or parties claiming by, through or under Mark W. Autry and Scott O. Helton. Said property will be sold as the property of Mark W. Autry and Scott O. Helton on an "as is, where is" basis, without recourse and without representation or warranty, express or implied.

representation or warranty, express or implied, of any nature whatsoever with respect thereto and will be sold subject to all unpaid taxes, assessments, and any superior items of record, as well as any matters as would be revealed by an accurate survey and inspection of the subject property. subject property. RREF II PEBP-GA, LLC, a Georgia limited liabil-

HREF II PEBP-GA, LLC, a Georgia limited liability company,
As Attorney in Fact for Mark W. Autry and Scott
O. Helton
C/O Stephanie B. Skidmore, Esq.
Hartman Simons & Wood LLP
6400 Powers Ferry Road, N.W.
Suite 400

Suite 400
Atlanta, Georgia 30339
(770) 955-3555
THIS LAW FIRM MAY BE DEEMED TO BE A DEBT
COLLECTOR AND IS ATTEMPTING TO COLLECT
A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF GEORGIA

STATE OF GEORGIA
COUNTY OF UNION
NOTICE OF SALE UNDER POWER
By virtue of the power of sale contained in that certain Security Deed (hereinafter the "Security Deed") from Mark W. Autry and Scott O. Hetton to Regions Bank (with RREF II PEBP-GA, LLC as assignee of RREF II PEBP Acquisitions, LLC ("RREF"), as assignee of Regions Bank ("tegions")), dated December 14, 2006, recorded at Deed Book 682, Page 576, Union County, Georgia records; said Security Deed being given to partially secure indebtedness under that certain Promissory Note (as renewed, hereinafter the "Note") from Mark W. Autry and Scott O. Helton to Regions (with RREF II PEBP-GA, LLC as assignee of RREF, as assignee of Regions), dated December 14, 2006, and renewed on April 17, 2008, in the renewed principal amount of TWO HUNDRED FIVET HOUSAND AND NO/100 DOLLARS (\$205,000.00), with interest NO/100 DOLLARS (\$205,000.00), with interest until maturity or until paid, together with all other amounts payable with respect thereto; there will be sold by the undersigned at public outcry to the highest bidder, for cash before the Courthouse door in Blairsville, Union Coun-ty, Georgia, within the legal hours of sale on the first Tuesday in January, 2015, the property being more fully described as follows: ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113, 16th District of 1st

being in Land Lot 113, 16th District of 1st Section of Union County, Georgia, containing 1.1019 acres and being Lot 5 as shown on a plat of survey by Roy A. Terrell, RLS, dated Sep-tember 29, 1989, recorded in Plat Book U, Page 248, Union County Records, which description on said plat is incorporated herein by reference and made a part hereof.
LESS AND EXCEPTED from this conveyance is

LESS AND EXCEPTED from this conveyance is a fee simple interest in and to that part of the above described property sufficient to make up its constituent part of a road right of way, having a total width of 30 feet, with said right

having a total width of 30 feet, with said right of way extending 15 feet from each side of the centerline of said road as delineated on the plat of survey hereinabove referred to.

ALSO CONVEYED is a perpetual non-exclusive easement for ingress and egress to the above-described property. Said easement to run from S. R. 348 along the road as shown on the above-referenced plat.

Subject to the necessary rights of ways over and through the above described property for public utilities, which in the future may be necessary to serve the adjoining property, now or essary to serve the adjoining property, now or formerly of Terry D. Blalock et al, including the right of ingress and egress for public utilities over and through the above described property. Said rights shall not be defeated for lack of use or maintenance but shall be covenants running with the land running with the land.

running with the land.
The property is restricted against mobile homes or any type of manufactured home.
The debt secured by said Note and Security Deed has been and is hereby declared due and payable in full because of, among other possible events of default, non payment of principal and interest and in constitutions. cipal and interest owed in accordance with the terms of the Note and the Security Deed. The indebtedness remaining in default, this sale will be made for purposes of paying the same and all expenses of this sale, including attorney's fees.

attorney's tees.

To the best knowledge and belief of the undersigned, the subject property is in the possession of Mark W. Autry and Scott O. Helton or parties claiming by, through or under Mark W. Autry and Scott O. Helton.

Said property will be sold as the property of Mark W. Autry and Scott O. Helton.

Mark W. Autry and Scott O. Helton on an "as is, where is" basis, without recourse and without representation or warranty, express or implied, of any nature whatsoever with respect thereto and will be sold subject to all unpaid taxes, assessments, and any superior items of record, as well as any matters as would be revealed by an accurate survey and inspection of the subject property.

RREF II PEBP-GA, LLC, a Georgia limited liabil-

ity company, As Attorney in Fact for Mark W. Autry and Scott O. Helton

c/o Stephanie B. Skidmore, Esq. Hartman Simons & Wood LLP 6400 Powers Ferry Road, N.W. Atlanta, Georgia 30339

(770) 955-3555 THIS LAW FIRM MAY BE DEEMED TO BE A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER STATE OF GEORGIA
COUNTY OF UNION
Under and by virtue of the power of sale contained
in that certain Commercial Deed to Secure Debt

and Security Agreement from E. Swain Stewart and Wanda E. Stewart ("Grantors") to and in favor United Community Bank, drb/a Union County Bank of Union County, Georgia ("Original Lender") dated January 29, 2001 and recorded in Deed Book 363, Page 242, Union County, Georgia records as modified from time-to-time by that certain Modification of Security Deed dated November 24, 2012 and recorded in Deed Book 933, Page 94, aforesaid records (the "Security Deed"), as transferred to Great Dak Pool J, LLC by that certain Assionment of Security Instrument recorded in Deed

as transferred to Great Oak Pool I, LLC by that certain Assignment of Security Instrument recorded in Deed Book 946, Page 562, aforesaid records, as transferred to Great Oak GA Owner LLC ("Lender") by that certain Assignment of Security Deeds recorded in Deed Book 991, Page 351, aforesaid records, securing that certain Universal Note dated January 29, 2001 in the original principal amount of \$100,977.00, as last modified by that certain Modification of Promissory Note dated May 10, 2011, in the outstanding principal amount of \$141,866.04 (Collectively, the "Note"); there will be sold at public outcry by Lender as attorney-in-fact of Grantor to the highest bidder for cash between the legal hours for sale before the Courthouse door in Union County, Georgia, on the first Tuesday in January, 2015, the following described property (the "Premises") to wit: LEGAL DESCRIPTION:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BENIG IN LAND LOT 80, 16TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA CONTAINING 1.000 ACRE AND BEING SHOWN AS LOT I AND II ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATES, NIC., DATED JUNE 19, 2000, AS RECORDED IN PLAT BOOK 45, PAGE 208, UNION COUNTY, SECORDS, WHICH DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREIOE. Assignment of Security Instrument recorded in Deed

A PART HEREOF.

A PAIN HEREUP.
THE PROPERTY IS SUBJECT TO THE 10 FOOT GRAVEL
DRIVE AS SHOWN ON SAID PLAT, WHICH SERVES LOT
III, AND TO THE WATER METER AS SHOWN ON SAID

PLAT. The property is subject to the declaration of

THE PROPERTY IS SUBJECT TO THE DECLARATION OF PUBLIC USE AS RECORDED IN DEED BOOK 149, PAGE 141, UNION COUNTY RECORDS. THE PROPERTY IS SUBJECT TO AN EASEMENT TO BLUE RIDGE MOUNTAIN, EMC AS RECORDED IN DEED BOOK 173, PAGE 561, UNION COUNTY RECORDS. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR WELL AND WATER LINES, AND A SIGN EASEMENT RE-CORDED IN DEED BOOK 206, PAGE 582, UNION COUNTY RECORDS.

RECORDS.
A PORTION OF THE PROPERTY IS LOCATED IN THE FLOOD PLAIN AS SHOWN ON THE AFOREMENTIONED If and as modified and released as shown in the first

paragraph above; FURTHER LESS AND EXCEPT that property, if any, released of record; TOGETHER WITH all buildings, structures, and other improvements now or hereafter located on said prop-

miprovenents now or hereafter located on said property, or any part and parcel thereof; and TOGETHER WITH all rights, title, and interest of grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or above the same or any part or parcel thereof; and

thereof; and TOGETHER WITH all and singular the tenements, here-ditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the rever-sion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of

right, title, interest, claim, and demand whatsoever of grantor of, in, and to the same and of, in, and to every part and parcel thereof; and TOGETHER WITH all fittings and fixtures, whether actually or constructively attached to said property and including all attached machinery, equipment, apparatus, and all trade, domestic, and ornamental fixtures, appliances, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon, or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by grantor (hereinafter collectivel) tuture operation of said property and now owned or hereafter acquired by grantor (hereinafter collectively called "equipment") including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, cooking, incinerating, and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; boilers, ranges, furnaces, oil burners, or units thereof, appliances, air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; dishwashers; attached cabinets; partitions; ducts and comwindows, stoves, wan beus, remigraturs, ussilwasin-ers; attached cabinets; partitions; ducts and com-pressors; rugs and carpets; mirrors; mantles; draper-ies; furniture and furnishings; all building materials, supplies, and equipment now or hereafter delivered to said property and intended to be installed therein; all additions to and renewals or replacements of all of the foregoing, and all proceeds and profits of all the foregoing; and TOGETHER WITH any and all rents which are now due

or may hereafter become due by reason of the renting or leasing of the property, the improvements thereon,

or leasing of the property, the improvements increan, and equipment; an TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the property, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by grantee and of the reasonable attorneys' fees, costs, and disbursements incurred by grantee in connection with the collection of such award or payment. The indebtedness evidenced by the Note is during hayable and remains unpaid. The Security Deed therefore has become and is now foreclosable according to its terms. Accordingly the Premises will

be sold at public outery pursuant to the terms of the power of sale provided in the Security Deed.

The Premises will be sold on an "as is, where is"

The Premises will be solid on a "as is, where is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect thereto. The proceeds of the sale are to be applied first to the expenses of the sale and all proceedings in connec-

tion therewith, including attorneys' fees (notice of in tention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor, subject to all restrictions, easements and other matters of re-cord that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Decenies. relating to the Premises.
Please note that Great Oak GA Owner, LLC, whose

riesse note that aleat Oak at white, Ltd., whose mailing address of 5-9 Union Square West, Sixth Floor, New York, New York 10003, is the entity that has the full authority to negotiate, amend or modify the terms of the loan documents with you. Great Oak GA Owner, LtC can be contacted through the following representative: Lisa A. Frank, Esq., McCalla Raymer, LtC 900 Holcomb Woods Parkway, Roswell, Georgia 30076; (678) 281-6503. Please understand that the secured creditor is not required by law to negotiate, amend, or (176) 20 10003. The case unlaw tain that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument.

To the best knowledge and belief of the undersigned, the party in possession of the Premises is Grantor or

a tenant or tenants and said property is more com-monly known as 3623 Morris Ford Exchange, Blairsville, Georgia 30512. GREAT OAK GA OWNER, LLC

as Attorney-in-Fact for E Swain Stewart and Wanda E. Stewart Lisa A. Frank, Esq.
McCalla Raymer, LLC
900 Holcomb Woods Parkway Roswell, Georgia 30076 (678) 281-6503 N(Dec10,17,24,31)B