# **North Georgia News**

## Legal Notices for December 31, 2014

### STATE OF GEORGIA

UNION COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Susan Lorraine McGuinness All debtors and creditors of the estate of Susar Lorraine McGuinness, deceased, late of Union

Lorraine McGuinness, 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 es-tate are required to make immediate payment tate are required to make immedia to the Personal Representative(s). This 17th day of December, 2014. By: Janet Hart 6257 Riverview Parkway Braselton, GA. 30517 Carolyn Cargle 1626 knewston Ocko Bond

1626 Hampton Oaks Bend

Marietta, GA. 30066 c24,31,Jan7,14)B

#### STATE OF GEORGIA UNION COUNTY

STATE OF GEURGIA UNION COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Douglas Edward Sexton, All debtors and creditors of the estate of Doug-las Edward Sexton, 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 es-tate are required to make immediate payment to the Personal Representative(s). This 17th day of December, 2014. By: Patricia Ledford 339 Henson Dr. Blairsville, GA. 30512 N(Dec24,31,Jan7,14)B

#### STATE OF GEORGIA

UNION COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Wesley W. Fegreus, All debtors and creditors of the estate of Wesley W. Fegreus, 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 es-tate are required to make immediate payment to the Personal Representative(s). This 19th day of December, 2014. By: Sandra Kirkpatrick 330 Hemick Dr. Bracey, VA 23919 UNION COUNTY

Bracey, VA 23919

### STATE OF GEORGIA

UNION COUNTY NOTICE TO DEBTORS AND CREDITORS RE: Estate of Don L. Eargle, All debtors and creditors of the estate of Don L. Eargle, 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 es-tate are required to mach immediate according

the law, and an persons independent to said es-tate are required to make immediate payment to the Personal Representative(s). This 10th day of December, 2014. By: Cindy Eargle Ross 9530 Stoney Ridge Ln. Alpharetta, GA. 30022

STATE OF GEORGIA UNION COUNTY

## NOTICE TO DEBTORS AND CREDITORS

NOTICE TO DEBTORS AND CREDITORS RE: Estate of Eleanor Cowgill, All debtors and creditors of the estate of El-eanor Cowgill, 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 es-tate are required to make immediate payment to the Personal Representative(s). This 4th day of December, 2014. By: James Thomas Cowgill By: James Thomas Cowgill 2506 Barbara Dr. Ft. Lauderdale, FL 33316

24,31,Jan7,14)E

#### APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME

TO BE CONDUCTED UNDER A TRADE NAME STATE OF GEORGIA, COUNTY OF UNION The undersigned hereby certifies that it is conducting a business in the County of Union, State of Georgia under the name: AT&T Mobile and Business Solutions and that the type of business to be conducted is communications covinces and that solid business is commended. services, and that said business is composed of the following: AT&T Corp., One AT&T Way, Bedminster, NJ 07921. This affidavit is made in accordance with the Official Code of Georgia Annotated, Title 10, Chapter 1, Section 490. N(Dec31.Jan7)E

NOTICE OF ADOPTION TO: Timothy Justin Blankenship, biological father of a female child Makynzie Grace Blankenship, whose last known address is: 263 Springdale Lane, Dallas, GA 30157.

Springoale Lane, Jalias, GA 30157. You are hereby notified that on October 17, 2014, a Petition for Adoption of a female child born to Vanessa Townson, on May 1, 2012, in Douglasville, Georgia, was filed in the Superior Court of Union County, Georgia, Adoption No. SG-14-A10-7.

SG-14-A10-7. All parental rights you may have with respect to the minor child will be lost and you will nei-ther receive notice nor be entitled to object to the adoption of the child unless, within thirty (30) days from the date of the last publication of this notice, you file (1) a Petition to Legiti-math the object unsure to the Official Code of mate the child pursuant to the Official Code of Georgia Annotated Section 19-7-22; (2) notice of the filing of such Petition to Legitimate with the Superior Court of Union County and make known such other objections in writing as you may have; and (3) serve a copy of the Petition to Legitimate on the undersigned attorney for the Petitioners seeking to adopt the child. Brandi Price Attorney at Law 5680 New Northside Drive, NW Atlanta, GA 30328

#### NOTICE OF ADOPTION

TO: Vanesa Townson, legal and biological mother of a female child Makynzie Grace Blan-kenship, whose last known address is: 263 Springdale Lane, Dallas, GA 30157.

Springdale Lane, Jalia's, GA 30157. You are hereby notified that on October 17, 2014, a Petition for Adoption of a female child born to you, Vanessa Townson, on May 1, 2012, in Douglasville, Georgia, was filed in the Supe-rior Court of Union County, Georgia, Adoption No. SG-14-A10-7. On November 19, 2014 the

No. SG-14-A10-7. On November 19, 2014 the Court pass an Order fixing a hearing upon said Petition for February 19, 2015, at 9 am in the Chambers of Judge Stanley Gunter, Blairsville, Union County, Georgia. All parental rights you may have with respect to the minor child will be lost and you will neither receive nor be entitled to object to the adoption of the child unless you appear in the pending adoption action and and show cause why your rights to the child should not be ter-minated by adoption. Brandi Price

Brandi Price Attorney at Law 5680 New Northside Drive, NW Atlanta, GA 30328 N(Dec17,24,31,Jan7)P

#### IN THE PROBATE COURT COUNTY OF UNION

STATE OF GEORGIA IN RE: ESTATE OF GEORGE HAROLD KING, DECEASED ESTATE NO. 14-154 Notice of Petition to file for year's sup-

PORT PORT The Petition of Carol A. King, for a year's sup-port from the estate of GEORGE HAROLD KING, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they

Are needy notified to show cause, if any uley have, on or before January 19, 2015, 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 the time other in the second concentrate. objections, and must be filed on or perore 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 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 Address (706) 439-6006 Telephone Number Dwain Brackett Judge of the Probate Court By: Kristin Stanley Clerk of the Probate Court N(Dec24,31,Jan7,14)B

#### IN THE CIRCUIT COURT FOR MCMINN COUNTY, TENNESSEE IN RE:

IN RE: THE ADOPTION OF A MALE CHILD ABAN BRYAN BRYAN, d/o/b: 03/07/2014

By: WYATT FREEMAN and wife CRYSTAL FREEMAN Petitioners

DEBRA LYNN BRYAN, Mother and UNKNOWN FATHER

### Respondents.

ORDER OF PUBLICATION It appearing from the Petition in this cause, that the address and domicile of the unknown father cannot be ascertained, so that ordinary process cannot be served. It is therefore ORDERED that said respondent, will appear and make defense within thirty (30) days to the Petition, or the same will be taken for con-fessed as to the respondent and set for hear-ing ex parte, and that a copy of the Order be published for four weeks in the North Georgia News, a newspaper published in Union County, Geor

Ceorgia. This the day of , 2014. J. MICHAEL SHARP, Judge APPROVED FOR ENTRY REID, WINDER, & GREEN, PLLC neue, winuen, & Ghten, PLLC DONALD (TREY) WINDER, III, BPR# 025765 Attorney for Petitioners 10 West Madison Ave. P.O. Box 628 Atthens, Tennessee 37371-0628 Phone: (423) 745-1118 Dec24,31,Jan7,14)B

#### INVITATION TO BID

SOUTHERN CHAMPION CONSTRUCTION, INC., an EOE, is soliciting quotes from minority and women owned business enterprise suband wonten owned business enterprise sub-contractors and suppliers for ensistin control, testing of materials, concrete work, concrete forming, concrete finishing, reinforcing steel suppliers and installation, site clearing and grading; excavation and backfill; dewatering, detailing grading; excavation and backhill; dewatering, sheeting and shoring; fencing, demolition, sewer piping systems, process piping systems, pipe, valves and fittings; masonry, carpentry and millwork; shingle roofing, wood trusses, metal doors and frames, aluminum windows, HVAC, process equipment, painting, electrical, generator sets and suppliers of misc. materi-als for work involved with a project in Young Harris, GA., Sewer System Improvements, Additions de Sciviter Wheter Delivier Control Harris, GA., Sewer System Improvements, Additions to Existing Water Pollution Control Plant Improvements. This project bids at 3:00 PM on Tuesday, January 27, 2015. If interested CONTACT: Southern Champion Construction, Inc., 1939B Parker Court, Stone Mountain, GA. 30087 Phone: (770) 736-9222/ FAX: (770) 736-3373 or kkimble@southern-champion.com by Monday, Jan. 26, 2015 by 5:00 PM. N(Jan7,14,21)B

NOTICE OF SALE UNDER POWER REFIGURE OF A CONTRACT OF A DEBT. ANY THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR

INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale con-tained in a Security Deed given by 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, as 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 (\$175,000.00), 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 fol-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of. THAT PURPOSE. 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 The delt section by 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 Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attor-ney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, re-strictions, covenants, and matters of record superior to the Security Deed to the property in accordance with OCGA § 44-14-162.2. The en-tity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: State Employees Credit Union, 3101 Wake Forest Road, Raleigh, NC 27609 919-839-5018. To the best knowledge and belief of the undersigned, the party in possession of the property is Leonard Douglas Crawford and udy Ann Crawford or a tenant or tenants and said property is more commonly known as 126 Knights Square, Blairsville, Georgia 30512. The sale will be conducted subject (1) to confirmation and audit of the status of the loan with the holder of the sacurity deed. State Employees' Credit Union as Attorney in Fact for Leonard Douglas Crawford and Judy Anne Employees' Credit Union as Attorney in Fact for Leonard Douglas Crawford and Judy Anne Crawford McCalla Raymer, LLC 1544 Old Ala-bama Road Roswell, Georgia 30076 www.fore-closurehotline.net EXHIBIT "A" All that tract or parcel of land lying and being in Land Lot 155, 9th District, 1st Section of Union County, Geor-gia, being Lot 19, containing 1.169 acres, more or less, of Barons Ridge Subdivision as shown on a plat of survey by Rochester & Associates, Inc., RLS #2349, dated 06/27/05 and recorded in Plat Book 52, Page 168, Union County, Geor-gia Records, which description on said plat is incorporated by reference and made a part Employees' Credit Union as Attorney in Fact gia Records, which description on said plat is incorporated by reference and made a part hereof. Subject to all matters and condition as shown on above referenced plat of survey. The property is subject the road casements as shown on above said plat. The property is subject to the restrictions recorded in Deed Book 574, Pages 306-325, Union County, Geor-gia records. The property is subject to the powerline easements to Blue Ridge Mountain EMC recorded in Deed Book 345, Page 341 and Deed Book 526, Page 703-704, Union County, Georgia records. The property is subject to the reservation of 3/w mineral rights as recorded in Georgia records. The property is subject to the reservation of % mineral rights as recorded in Deed Book JJ, Page 473, Union County, Geor-gia records. Grantor grants to grantee a non-exclusive easement for ingress and egress to the above property along existing easement as shown on said plat MR/akr 1/6/15 Our file no. 5483214 - FT17

NOTICE OF SALE UNDER POWER, UNION COUNTY Pursuant to the Power of Sale contained in a 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 Bank-ing 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 prop-erty 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 undersigned at public outcry to the highest 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 Holiday), the following described property:

property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 197, 8TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, CON-TAINING A TOTAL OF 1 802 ACRES AND BEING SHOWN AS LOT 4 (4) (0 802 ACRES AND LOT SHOWN AS LOT 4 (4) (0 802 ACRES AND LOT FIVE (5) (1 0 ACRE) OF STABLEGATE ESTATES ON PLAT OF SURVEY BY ROCHESTER & ASSOCI-ATES IN/O PE

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

By virtue of a Power of Sale contained in that 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 se-cure a Note of even date in the original prin-cipal 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

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. Ro-lader, 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 641 Union County reards.

681, Union County records. LESS & EXCEPT THE FOLLOWING:

LESS & EXCEPT THE FOLLOWING: 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-veyed to Kenneth Cook and Eloise L. Cook by warranty deed dated 5/11/06, and recorded in Deed Book 647, page 327, Union County records. records.

records. 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:4897 Kenneth Cook Drive, Blairsville, GA 30512 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 dewhen due. The indebtedness remaining in de-fault, this sale will be made for the purpose of paying the same, all expenses of the sale, in-cluding attorney's fees and all other payments provided for under the terms of the Security Dead and Wand Deed and Note.

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 mat-ters 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 ave tenant(s). KENNETH COOK AND ELOISE COOK as Attorney in Fact for

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

COOK Contact: Cary D. Cox CARY D. COX, P.C. P.O. Box 748 Blairsville, GA 30514

 Draitsvinie, GA 30314

 (706) 745-7420

 THIS LAW FIRM IS ATTEMPTING TO COLLECT A

 DEBT. ANY INFORMATION OBTAINED WILL BE

 USED FOR THAT PURPOSE.

 12/09/2014,

 12/30/2014

c10,17,24,31)B

STATE OF GEORGIA County of Union Notice of Sale Under Power 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 REF II PEBP-GA, LLC as assignee of RREF II PEBP Acquisitions, LLC ("RREF"), as assignee of Regions Bank ("Re-gions")), dated December 14, 2006, recorded at Deed Book 682, Page 563, Union County, Georgia records; said Security Deed being giv-en to partially secure indebtedness under that certain Promissory Note (as renewed, herein-after the "Note") from Mark W. Autry and Scott 0. Helton to Regions (with RREF II PEBP-GA, LLC as assignee of RREF, as assignee of Re-gions), dated December 14, 2006, and renewed on April 17, 2008, in the renewed principal amount of TWO HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (5205,000.00), 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 outry 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 13, 16th District of 1st

# 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 0. Helton to Regions Bank (with RREF II PEBP-GA, LLC as assignee of RREF II PEBP Acquisitions, LLC ("RREF"), as assignee of Regions Bank ("Re-gions")), dated December 14, 2006, recorded at Deed Book 682, Page 576, Union County, Georgia records; said Security Deed being giv-en to partially secure indebtedness under that certain Promissory Note (as renewed, herein-after the "Note") from Mark W. Autry and Scott 0. Helton to Regions (with RREF II PEBP-GA, LLC as assignee of RREF, as assignee of Re-gions), dated December 14, 2006, and renewed LLC as assignee of RREF, as assignee of Re-gions), 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 Balarsville, Juoino Coun-ty, Georgia, within the legal hours of sale on the first Tuesday in January, 2015, the property being more fully described as follows:

ty, teorgia, within the legal hours of sale off the first luesday 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 1.1019 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 refer-ence 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 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 plat of survey hereinabove referred to.

plat of survey hereinabase defineated on the plat of survey hereinabase defineated on the 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 Subject to the necessary rights of ways over and through the above described property for public utilities, which in the future may be nec-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 prop-erty. Said rights shall not be defeated for lack of use or maintenance but shall be covenants running with the land

Tunning with the land. The property is restricted against mobile homes or any type of manufactured home. The debt secured by said Note and Security

The debt secured by said Note and Security Deed has been and is hereby declared due and payable in full because of, among other pos-sible events of default, non payment of prin-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.

same and all expenses of this sale, including attorney's fees. To the best knowledge and belief of the under-signed, the subject property is in the posses-sion 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 of any nature whatsoever with respect thereto and will be sold subject to all unpaid taxes, as-sessments, 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 liability company, As Attorney in Fact for Mark W. Autry and Scott

As Attorney in Fact for Mark W. A 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** N(Dec10,17,24,31)B

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF UNION

Under and by virtue of the power of sale con-tained 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, d/b/a Union County Bank of Union County, Georgia ("Original Lender") dated January 29, 2001 and recorded in Deed Deck 260 hors 240 histor County County Book 363, Page 242, Union County, Georgia re-cords as modified from time-to-time by that certain Modification of Security Deed dated November 24, 2012 and recorded in Deed Book 333, Page 94, aforesaid records (the "Security Deed"), as transferred to Great Oak Pool I, LLC beed 0, as trainsteried to device the security instru-ment recorded in Deed Book 946, Page 562, aforesaid records, as transferred to Great Oak GA Owner LLC ("Lender") by that certain As-signment of Security Deeds recorded in Deed Book 001 Deep 551 devened records signment of Security Deeds recorded in Deed Book 991, Page 351, aforesaid records, secur-ing 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 bid-der 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 "Prem-ises") to wit

### ises") to wit: LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 80, 16TH DISTRICT, 1st Section, Union County, georgia con-taining 1.000 Acre and Being Shown as Lot I AND II ON A PLAT OF SURVEY BY ROCHESTER & ASSOCIATES, INC., DATED JUNE 19, 2000, AS RECORDED IN PLAT BOOK 45, PAGE 2008, UNION COUNTY, RECORDS, WHICH DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. 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 DECLARA-TION OF PUBLIC USE AS RECORDED IN DEED BOOK 149, PAGE 141, UNION COUNTY RE-I AND II ON A PLAT OF SURVEY BY ROCHESTER

BOOK 149, PAGE 141, UNION COUNTY RE-CORDS

CORDS. 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 THE PROPERTY IS SUBJECT TO AN EASEMENT FOR WELL AND WATER LINES, AND A SIGN EASEMENT RECORDED IN DEED BOOK 206, PAGE 582, UNION COUNTY RECORDS. A PORTION OF THE PROPERTY IS LOCATED IN THE FLOOD PLAIN AS SHOWN ON THE AFORE-

MENTIONED SURVEY.

MENTIONED SURVEY. 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 property, or any part and parcel there-

TOGETHER WITH all rights, title, and interest of grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements

rough the set of the s appertaining, and the reversion or reversions, apper tailing, and the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, 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 extrolute a constructively attended to

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 ma-chinery, equipment, apparatus, and all trade, domestic, and ornamental fixtures, applianc-es, 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 collectively called "equipment") including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, cock-ing, incinerating, and power equipment; en-gines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating , and communications appara-tus; boilers , ranges, furnaces, oil burners, or units thereof; appliances; air-cooling and air conditioning apparatus; vacuum clean-ing systems; elevators; escalators; shades; stuches; will beds; refrigerators; dishwashers; attached cabinets: nartitions: ducts and comawnings; screens; storm doors and windows; stoves; wall beds; refrigerators; dishwashers; attached cabinets; partitions; ducts and com-pressors; rugs and carpets; mirrors; mantles; draperies; furniture and furnishings; all build-ing 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

the foregoing; and TOGETHER WITH any and all rents which are now due or may hereafter become due by rea-son of the renting or leasing of the property, the improvements thereon, and equipment: an son or the renting or leasing or the property, the improvements thereon, and equipment; an TOGETHER WITH any and all awards or pay-ments, 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 in-curred by grantee in connection with the col-lection of such award or payment. The indebtedness evidenced by the Note is due and payable and remains unpaid. The Security Deed therefore has become and is now foreclosable according to its terms. Ac-Security Deed therefore has become and is now foreclosable according to its terms. Ac-cordingly, the Premises will be sold at public outcry pursuant to the terms of the power of sale provided in the Security Deed. The Premises will be sold on an "as is, where is" basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect thereto. The proceeds of the sale are to be applied first to the expenses of the sale and all pro-ceedings in connection therewith, including ceedings in connection therewith, including attorneys' fees (notice of intention to collect attorneys' fees having been given), then to the payment of all sums secured by the Security Deed, and the remainder, if any, will be paid to the person or persons legally entitled thereto, all as provided in the Note and Security Deed. all as provided in the Note and Security Deed. The Premises shall be sold as the property of Grantor, subject to all restrictions, easements and other matters of record that are prior to the Security Deed and to which the Security Deed is subject and to any unpaid city, county and state ad valorem taxes or assessments relating to the Premises. Please note that Great Oak GA Owner, LLC, 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 ne-gotiate, amend or modify the terms of the Ioan documents with you. Great Oak GA Owner, LLC gottate, amend or modify the terms of the loan documents with you. Great 0ak 6A Owner, LLC can be contacted through the following repre-sentative: Lisa A. Frank, Esq., McCalla Raymer, LLC 900 Holcomb Woods Parkway, Roswell, Georgia 30076; (G78) 281-6503. Please understand that the secured creditor is not required Static that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the under-signed, the party in possession of the Prem-ises is Grantor or a tenant or tenants and said property is more commonly 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

Atlanta, GA 30328

N(Dec17,24,31,Jan7)F

NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000 Pursuant to 0.C.G.A. §16-13-49(n), any party claiming an interest in the following property is hereby notified that on the 31st day of Oc-tober 2014, said property was seized by the undersigned agency in Union County, Georgia. Property Seized: PROPERTY ONE: Sixteen Hundred & Thirty 00/100 (\$1630.00) in United States Currency PROPERTY WON: Sixty-three & 97/100 (\$53 37)

00/100 (\$1630.00) in United States Currency PROPERTY TWO: Sixty-three & 97/100 (\$63.97) in United States Currency PROPERTY THREE: Acer laptop computer, Serial No. NXML8AA002424020AE3400 PROPERTY FOUR: Verizon tablet computer in

(black in gray/black case), Model No. QMV7A, FCC Id. No. HFSQMV7A

FCC Id. No. HFSQMV7A PROPERTY FOUR: Panasonic tape recorder, Se-rial No. SJ4KB15546 PROPERTY FIVE: Smith & Wesson 9mm hand-gun, Serial No. TAB5616 and three loaded magazines with holster, magazine holder, and 20 counde of ammunitum 20 rounds of ammunition

20 rounds of ammunition PROPERTY SIX: Ammunication (20 rounds) for .22 long rifle PROPERTY SEVEN: Three knives, Sheffield, Morgan-Lee Supply and Greatland brands PROPERTY EIGHT. Verizon cellular phone, Serial No. A00000486BAE54 PROPERTY NINE: Samsung Galaxy S4 cellular phone, Serial No. 831D511826B and Otterbox PROPERTY TEN: Samsung Galaxy SIII cellular phone, Serial No. 990004508248980 PROPERTY ELEVEN: 40.122 ounces of ginseng Conduct qiving rise to said seizure:

PROPÉRTY ELEVEN: 40.122 ounces of ginseng Conduct giving rise to said seizure: Said property was found in the possession of JAMES RIDLEY and MISTY EKEBERG, and was found in close proximity to a quantity of METH-AMPHETAMINE, a Schedule II controlled sub-stance, MARIJUANA, a prohibited substance, HVDROCODONE, a Schedule II controlled sub-stance, METHADONE, a Schedule II controlled substance, AMPHETAMINE, a Schedule II controlled substance, AMPHETAMINE, a Schedule II controlled substance, AMPHETAMINE, a Schedule II con-trolled substance, ALPRAZOLAM, a Schedule IV controlled substance, and CLONAZEPAM, a Schedule IV controlled substance, and was, directly or indirectly, used or intended for W controlled substance, and cLUWAZEFAW, a Schedule IV controlled substance, and was, directly or indirectly, used or intended for use to facilitate the possession, possession with intent to distribute, trafficking, and/or distribution and sale of METHAMPHETAMINE and the other previously listed substances, or was the proceeds of said activity, in viola-tion of the Georgia Controlled Substances Act. Further, the said property and the controlled substances were seized from the vehicle oc-cupied by JAMES RIDLEY and MISTY EKEBERG, while they was in possession of the previ-ously listed substances, along with syringes and packaging, said location being in Union County, Georgia. The owner of said property is purported to be: James Ridley, 385 Reece Road, LaFayette, Georgia 30728 Misty Ekeberg, 357 Hogsed Lane, Hiawassee, Georgia 30528

Georgia 30528

Georgia 30528 Any party claiming an interest in said property is hereby further notified that you must file any claim in accordance with 0.C.G.A. §16-13-49(n)(4) within 30 days of the second publica-tion of this Notice of Seizure in the North Geor-gia News, the legal organ and a newspaper of general circulation in Union County, by serving said claim to the undersigned seizing agency and the District Attorney by certified mail, re-turn received. turn receipt requested. This 22nd day of December, 2014.

District Attorney Enotah Judicial Circuit SEIZING AGENCY: D. Walker Blairsville Police Department P.O. Box 307 Plairwille Coarrie 20514

r.0. box sor Blairsville, Georgia 30514 (706) 781-3848 By: Cathy A. Cox-Brakefield Chief Assistant District Attorney 65 Courthouse Street, Box 6 Plairwille Coarcia 02512

Blairsville, Georgia 30512

(706) 439-6027

#12653, DATED 8/21/00 AND RECORDED IN PLAT #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 ROAD EASEMENTS AS SHOWN ON SAID PLAT THE PROPERTY IS SUBJECT TO THE RESTRIC-TIONS RECORDED IN DEED BOOK 210 PAGE 23, AMENDED IN DEED BOOK 220 PAGE 545 AND IN DEED BOOK 228 PAGE 514 UNION COUNTY RECORDS.

RECORDS.

RECORDS. 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 WAY OF UNION COUNTY, GEORGIA, RECORDED IN DEED BOOK 226 PAGE 300 UNION COUNTY RECORDS.

IN DEED BOOK 226 PAGE 300 UNION COUNTY RECORDS. THE PROPERTY BENEFITS FROM THE EASE-MENT RECORDED IN DEED BOOK 353, PAGE 344, UNION 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 cald Security Deed has

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 Secu-rity Deed. The debt remaining in default, this scale will be made for the nurnee of naving the

rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property is commonly known as 29 Not-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 un-dersigned, the party (or parties) in possession of the subject property is (are): David Jenkins and Sue Jenkins or tenant or tenants.

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 mortgage. Branch Banking and Trust Company Mortgage Loan Servicing P.O. Box 2467 Greenville, SC 29602-2467 1-800-827-3722 Note. however, that such entity or individual

Note, however, that such entity or individual is not required by law to negotiate, amend or

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 consti-tute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of re-demption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed matters of record superior to the Security Deed

matters of record superior to the Security Deed first set out above. The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confir-mation and audit of the status of the loan with the holder of the Security Deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Branch Banking and Trust Company as agent and Attorney in Fact for David Jenkins and Sue E Jenking

Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1207-357A

1207-357A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1207-357A

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 Sepa-tember 29, 1989, recorded in Plat Book U, Page 248, Union County Records, which description on said plat is incorporated herein by refer-ence and made a part hereof. LESS AND EXCEPTED from this conveyance is a fee simple interest in and to that part of the

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 of way extending 15 feet from each side of 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.

above-referenced plat.

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 nec-essary to serve the adjoining property, now or formerly of Terry D. Blalock et al, including the Tight of ingers and egress for public utilities over and through the above described prop-erty. 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 home or any type of manufactured home.

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 pos-sible events of default, non payment of prin-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. To the best knowledge and belief of the under-

To the best knowledge and belief of the under-signed, the subject property is in the posses-sion 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

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, as-sessments, and any superior items of record, as well as any matters as would be revealed by an accurate survey and inspection of the subject trongerty.

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. N(Dec10,17,24,31)B

subject property. RREF II PEBP-GA, LLC, a Georgia limited liabilhind means ity company, As Attorney in Fact for Mark W. Autry and Scott O. Helton c/o Stephanie B. Skidmore, Esq.