North Georgia News

Legal Notices for July 10, 2013

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA,
COUNTY OF UNION
IN RE: Estate of John David Nix, Deceased
All debtors and creditors of the Estate of John David Nix, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).
This 14th day of June, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512
N(Jun19,26,Jul3,10)B

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA,
COUNTY OF UNION
IN RE: Estate of William Frank Hall, Deceased
All debtors and creditors of the Estate of William Frank Hall, 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 20th day of June, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512
N(Jun26,Jul3,10,17)B

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA,
COUNTY OF UNION
IN RE: Estate of J. Grady Hughes, Deceased
All debtors and creditors of the Estate of J. Grady Hughes, 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 21st day of June, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512
N(Jun26,Jul3,10,17)B

NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA,
COUNTY OF UNION
IN RE: Estate of Joseph Graham Barber, Deceased
All debtors and creditors of the Estate of Joseph Graham Barber, deceased, late of Union County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).
This 25th day of June, 2013.
By: Kristin Stanley,
Clerk of the Probate Court
65 Courthouse Street, Suite 8
Blairsville, GA 30512
N(Jul3,10,17,24)B

IN THE SUPERIOR COURT
OF UNION COUNTY
STATE OF GEORGIA
IN RE: Norma Hartmann Wisson, Petitioner
Civil Action No. 13-CV-289-SG
NOTICE OF PETITION TO CHANGE NAME
Notice is hereby given that Norma Hartmann Wisson, the undersigned, filed her petition to the Superior Court of Union County, Georgia on the 17th day of June, 2013, praying for a name change in the name of petitioner from Norma Hartmann Wisson to Norma Hartmann. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within thirty (30) days of the filing of said petition.
Norma Hartmann Wisson,
Petitioner
N(Jun26,Jul3,10,17)B

NOTICE
In compliance with O.C.G.A. 19-15-3d, the Union County Child Fatality Review Committee is submitting the following:
Annual Report: January 1, 2012 - December 31, 2012
Number of Reports Received by Committee for Review: 1
Number of Reports of Death Investigations Reviewed: 1
N(Jul10)B

NOTICE OF UNCLAIMED PROPERTY
VALUE AT MORE THAN $75
Pursuant to O.C.G.A 17-5-54, any party claiming an interest in the following property is hereby notified that on January 1, 2013, said property was located in the evidence room of the Union County Sheriff's Office in Union County, Georgia.
Property Seized:
Property Description Owner
1998 Suzuki SX7 Motorcycle, VIN JS1-GR7DAXW2104759 William Lloyd Mitchem
Westerfield 22LR Rifle, Serial # 512459H Joel Cecil Totherow
Browning 22LR Pistol, Serial # 655PVD7556 David McClure
Conduct giving rise to said order: said property was stored in the Union County Sheriff's Office Evidence Room for over 90 days and no person has laid claim to said property.
Any party claiming an interest in said property is hereby further notified that you must file a claim in accordance with O.C.G.A. 17- within 30 days of the fourth publication of the Notice of Disposition of Unclaimed Property in the North Georgia News by serving said claim to the undersigned seizing agency by certified mail, return receipt requested. The serial number to the above listed items have been partially hidden, owner must be able to prove which case the items was seized from or have valid proof of purchase indicating the complete serial number.
Mack Mason, Sheriff
Union County, Ga.
378 Beasley Street
Blairsville, Ga. 3051
(706)439-6066
N(Jun19,26,Jul3,10)B

NOTICE OF UNCLAIMED PROPERTY
VALUE AT MORE THAN $75
Pursuant to O.C.G.A 17-5-54, any party claiming an interest in the following property is hereby notified that on January 1, 2013, said property was located in the evidence room of the Union County Sheriff's Office in Union County, Georgia.
Property Seized:
Property Description Owner
Bryco Arms Jennings J-22, semi-automatic handgun, serial #123343 Unknown
Sentry Safe Unknown
Wood Headboard, unknown make Unknown
Sunlight Power Supply, serial # 189510 Unknown
Craftsman Chainsaw, Model 358352380, serial # 94290H04551 Unknown
(3) Soft Igloo 2go Coolers Unknown
15' yellow Kayak, unknown make Unknown
15" yellow canoes, unknown make Unknown
(48) Orbit #62015 Hose Faucet Water Timers Unknown
(675) Home garden#543-441 3 pcs Trigger nozzle sets Unknown
(169) Commercial Electric, 3 Pack Halogen, Reflector 45 Watt, PAR 16 Bulbs Unknown
(24) Orbit Water Master, Model 57194, 4 station Dual Program Sprinkler Timer Unknown
Sentry Safe Unknown
Riva Yamaha Mini Bike, No VIN Number Unknown
Electric EZ-GO Golf Cart, serial # 392576
Conduct giving rise to said order: said property was stored in the Union County Sheriff's Office Evidence Room for over 90 days and no person has laid claim to said property.
Any party claiming an interest in said property is hereby further notified that you must file a claim in accordance with O.C.G.A. 17- within 30 days of the fourth publication of the Notice of Disposition of Unclaimed Property in the North Georgia News by serving said claim to the undersigned seizing agency by certified mail, return receipt requested. The serial number to the above listed items have been partially hidden, owner must be able to prove which case the items was seized from or have valid proof of purchase indicating the complete serial number.
Mack Mason, Sheriff
Union County, Ga.
378 Beasley Street
Blairsville, Ga. 3051
(706)439-6066
N(Jun19,26,Jul3,10)B

IN THE SUPERIOR COURT
OF UNION COUNTY
STATE OF GEORGIA
COMMUNITY & SOUTHERN BANK,
Plaintiff,
v.
SIMPLY WIRELESS, INC. and WHITNER DANIEL PARKER,
Defendants.
CIVIL ACTION
FILE NO. 13-CV-118-MM
NOTICE OF SUMMONS
TO THE ABOVE-NAMED DEFENDANTS:
You are hereby notified that the above-styled Suit on Note and Guaranty was filed against you in said Court on March 18, 2013, and that by reason of an Order for service of summons by publication entered by the Court on June 10, 2013, you are hereby commanded and required to file with the Clerk of said Court and serve upon Bret T. Thrasher, Plaintiff's attorney, whose address is Thompson, O'Brien, Kemp & Nasuti, P.C., 40 Technology Parkway South, Suite 300, Norcross, Georgia 30092, an Answer to the Complaint within sixty (60) days of the date of the Order for service by publication.
WITNESSETH the Honorable Murphy C. Miller, Chief Judge of said Court.
This 26 day of June, 2013.
Clerk of Court
Superior Court of Hall County
Prepared and Presented by:
BRET T. THRASHER
GA State Bar No. 710682
WILLIAM J. SHAUGHNESSY
GA State Bar No. 118174
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.
40 Technology Parkway South, Suite 300
Norcross, Georgia 30092
(770) 925-0111
Attorneys for Plaintiff
N(Jul3,10,17,24)B

NOTICE OF UNCLAIMED PROPERTY
VALUE AT MORE THAN $75
Pursuant to O.C.G.A 17-5-54, any party claiming an interest in the following property is hereby notified that on January 1, 2013, said property was located in the evidence room of the Union County Sheriff's Office in Union County, Georgia.
Property Seized:
Property Description Owner
Ruger 1022 Rifle, Serial Number 252-79472 John Combest
Winchester 1200 Shotgun, Serial Number 312690 John Combest
1988 Dodge Dakota Pickup Truck VIN# 1B7FN14C6CS713044 Ronny Benfield
Remington 870 Express Shotgun, Serial Number 1334443M Eric Turner and Edward Cole
LC Smith Doubled Barrel Shotgun, Serial Number 6901 Joan Rose
NEF Model 23 Shotgun, Serial Number NL235132 Richard Fields
Dell Notebook Computer Serial Number 00190-498-459-898 Unknown
Black Computer Bag, Unknown
Toshiba Laptop Computer Model P4536U, Serial Number 80840290U Unknown
Black Locker Bag Unknown
Lorcin L9MM Pistol, Serial Number L108629 Jeff Morin
Conduct giving rise to said order: said property was stored in the Union County Sheriff's Office Evidence Room for over 90 days and no person has laid claim to said property.
Any party claiming an interest in said property is hereby further notified that you must file a claim in accordance with O.C.G.A. 17- within 30 days of the fourth publication of the Notice of Disposition of Unclaimed Property in the North Georgia News by serving said claim to the undersigned seizing agency by certified mail, return receipt requested. The serial number to the above listed items have been partially hidden, owner must be able to prove which case the items was seized from or have valid proof of purchase indicating the complete serial number.
Mack Mason, Sheriff
Union County, Ga.
378 Beasley Street
Blairsville, Ga. 3051
(706)439-6066
N(Jun19,26,Jul3,10)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 MELVIN GREGG PAYNE to COMMUNITY & SOUTHERN BANK dated March 18, 2011, recorded May 16, 2011, in Deed Book 867, Page 665, Union County, Georgia records, said Security Deed being given to secure a Note from MELVIN GREGG PAYNE, 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 August, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 15, 7th District, 1st Section, Union County, Georgia, and containing 8.011 acres as shown on a plat of survey for Melvin Gregg Payne by Southern Geosystems, Ltd, Gary Kendall, GRLS #2788, dated October 2, 2009 and filed of record on September 21, 2010 in Plat Book 63, Page 203 in the Office of the Clerk of Superior Court, Union County, Georgia. 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 Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is MELVIN GREGG PAYNE or a tenant or tenants.
COMMUNITY & SOUTHERN BANK,
as attorney in Fact for MELVIN GREGG PAYNE
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. C0608-00463
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
N(Jul10,17,24,31)B

STATE OF GEORGIA
COUNTY OF UNION
NOTICE OF SALE UNDER POWER IN SECURITY DEED
By virtue of a Power of Sale contained in that certain Security Deed from Audrey R.Segars and Douglas S. Segars to Richard Crowell dated 22nd Day of June, 2009, recorded in Deed Book 805, Page 31, 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 Nineteen Thousand and 00/100 ($119,000.00) 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 August, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 175, 9th District, 1st Section, Union County, Georgia, and more particularly described as follows: BEGINNING at the point of intersection of the Northeasterly right of way of Lake Nottely Drive (formerly known as Wayne Crowell Road), also known as County Road #195 (having a 50 right of way) and the Easterly right of way of Blackbird Drive (being 20 feet in width); running thence Southeasterly along the Northeasterly right of way of Lake Nottely Drive 164.75 feet to an iron pin found; thence N 22 04 E 188.66 feet to an iron pin found; thence N 71 13 W 60.06 feet to an iron pin found; thence S 74 39 W 164.54 feet to the Easterly side of Blackbird Drive; thence Southerly along the Easterly side of Blackbird Drive 80.80 feet to the point of beginning, being a tract of land containing 0.62 acre, and having a frame dwelling located thereon, as shown on a plat of survey prepared by Jack Stanley, dated 10/26/84.
The property is subject to the easement to Blue Ridge Mountain EMC recorded in Deed Book 234, page 381, Union County records.
THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.
Said property is commonly known as: 3070 Blackbird Drive n/k/a 83 Blackbird 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 Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, 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 following 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 outstanding taxes, including but not limited to ad valorem 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 Audrey R. Segars and Douglas S. Segars or tenant(s).
RICHARD CROWELL
as Attorney in Fact for
Audrey R. Segars and Douglas S. Segars
Contact: Cary D. Cox
CARY D. COX, P.C.
P.O. Box 748
Blairsville, GA 30514
(706) 745-7420
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
07/9/2013, 07/16/2013, 07/23/2013, 07/30/2013
N(Jul10,17,24,31)B

NOTICE OF SALE UNDER POWER
GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR 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 Carroll D Denning and Janet H Denning to Wells Fargo Bank, NA, dated June 19, 2009, recorded in Deed Book 806, Page 222, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED AND 0/100 DOLLARS ($179,200.00), 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 August, 2013, 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 valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Wells Fargo Bank, NA is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306, 1-800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Carroll D Denning or a tenant or tenants and said property is more commonly known as 836 Moonlight Lane, 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. Wells Fargo Bank, NA as Attorney in Fact for Carroll D Denning and Janet H Denning McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/kh2 8/6/13 Our file no. 5109913-FT7 EXHIBIT "A" All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 252 of Union County, Georgia, and being Tract VII of Coker Ridge Subdivision, containing 1.396 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated April 25, 1996, and recorded in Union County Records in Plat Book 35, Page 124. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Subject to road easements as shown on plat. Subject to the restrictions recorded in Deed Book 209, pages 489-490 and as amended in Deed Book 223, Pages 180-181, Union County records. Subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 213, Page 681, Deed Book 231, Page 680 and Deed Book 237, Page 534, Union County Records. Grantors also grants to grantee a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. MR/kh2 8/6/13 Our file no. 5109913 - FT7
N(Jul10,17,24,31)B

NOTICE OF SALE UNDER POWER,
UNION COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Chad G. Smith to Mortgage Electronic Registration Systems, Inc. as nominee for New American Funding dated 3/2/2009 and recorded in Deed Book 793 Page 302, UNION County, Georgia records; as last transferred to Wells Fargo Bank, NA, conveying the after-described property to secure a Note in the original principal amount of $ 255,453.00, 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 August 06, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property:
All that certain parcel of land situate in Land Lot 46, 11th District, 1st Section of the County of Union and State of Georgia containing 1.852 acres, more or less as set forth in Plat Book 57 Page 75 in the Union County Records.
Being more fully described in Book 772 Page 361 in the Union County Records.
Tax ID: 078A 011
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 is commonly known as 10651 Wolf Pen Gap Road, Suches, GA 30572 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): Chad G. Smith or tenant or tenants.
Wells Fargo Bank, NA is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established guidelines.
Wells Fargo Bank, NA
Loss Mitigation
3476 Stateview Boulevard
Fort Mill, SC 29715
1-800-662-5014
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.
The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and 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.
Wells Fargo Bank, NA as agent and Attorney in Fact for Chad G. Smith
Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-667496667A
N(Jul10,17,24,31)B

STATE OF GEORGIA
COUNTY OF UNION
NOTICE OF SALE UNDER POWER
Because of a default in the payment of the indebtedness secured by a Security Deed executed by Jeff S. Henderson and Tracy K. Henderson to Primary Capital Advisors LC dated August 16, 2002, and recorded in Deed Book 428, Page 233, Union County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Central Mortgage Company by Assignment, securing a Note in the original principal amount of $70,400.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, August 6, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:
All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 154 of Union County, Georgia, containing 5.533 acres, more or less, as shown on a plat of survey by Land Tech Services, Inc. dated August 6, 2002 and recorded in Union County Records in Plat Book 50, Page 192. Said plat is incorporated herein, by reference hereto, for a full and completed description of the above described property.
Said property is known as 3510 J. L. Davenport Drive, Blairsville, GA 30512, together with all fixtures and personal property attached to and constituting a part of said property, if any.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.
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 secured creditor.
The property is or may be in the possession of Jeff S. Henderson and Tracy K. Henderson, successor in interest or tenant(s).
Central Mortgage Company as Attorney-in-Fact for Jeff S. Henderson and Tracy K. Henderson
File no. 13-039860
SHAPIRO, SWERTFEGER & HASTY, LLP*
Attorneys and Counselors at Law
2872 Woodcock Blvd., Suite 100
Atlanta, GA 30341-3941
(770) 220-2535/CH
www.swertfeger.net
*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
[FC-NOS]
N(Jul10,17,24,31)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 Keith P. Foster, Jr. to Mortgage Electronic Registration Systems, Inc. as nominee for Heritage Lending & Investments, LLC in the original principal amount of $180,000.00 dated 04/22/2005, and recorded in Deed Book 579, page 27, Union County records, said Security Deed being last transferred and assigned to U.S. Bank, National Association in Deed Book 926, page 84, Union County records, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of August, 2013 by U.S. Bank National Association aka U.S. Bank, N.A, as Attorney-in-Fact for Keith P. Foster, Jr. the following described property:
All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 164 of Union County, Georgia, containing 2.7 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated December 14, 2000, and recorded in Union County Records in Plat Book 46, Page 195. Said plat is incorporated herein by reference hereto for a full and complete description of the above described property.
Property known as: 3313 Nottely Dam Road, Blairsville, GA 30512
The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law).
The property will be sold as the property of Keith P. Foster, Jr. subject to the following:
(1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above.
U.S. Bank National Association aka U.S. Bank, N.A 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
PH: 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 Keith P. Foster, Jr..
U.S. Bank National Association aka U.S. Bank, N.A., as Attorney-in-fact for Keith P. Foster, Jr..
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.
115 Perimeter Center Place
South Terraces, Suite 1000
Atlanta, GA 30346
Phone - 770-392-0398
Toll Free - 866-999-7088
www.penderlaw.com
Our File No. 12-53030-7
N(Jul10,17,24,31)B

NOTICE OF SALE UNDER POWER,
UNION COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Christina L Comstock and James D Comstock to Option One Mortgage Corporation, a California Corporation dated 10/24/2005 and recorded in Deed Book 611 Page 427, UNION County, Georgia records; as last transferred to Deutsche Bank National Trust Company, as Trustee for HSI Asset Securitization Corporation Trust 2006-OPT3, Mortgage Pass-Through Certificates, Series 2006-OPT3, conveying the after-described property to secure a Note in the original principal amount of $ 236,800.00, 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 August 06, 2013 (being the first Tuesday of 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 the 17th District, 1st Section, Land Lot 211 of Union County, Georgia, and being Lots 85, 86 and 87 of Bryant Cove Subdivision, containing 4.706 acres, more or less, as shown on a plat of survey by Southern Geosystems, Ltd., dated September 19, 2005 and recorded in Union County Records In Plat Book 56, Page 201, 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 Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property is commonly known as 1660 Jenkins Trail, 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): James D Comstock or tenant or tenants.
Ocwen Loan Servicing, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to established guidelines.
Ocwen Loan Servicing, LLC
Foreclosure Loss Mitigation
1661 Worthington Road
Suite 100
West Palm Beach, FL 33409
1-877-596-8580
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.
The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and 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.
Deutsche Bank National Trust Company, as Trustee for HSI Asset Securitization Corporation Trust 2006-OPT3, Mortgage Pass-Through Certificates, Series 2006-OPT3 as agent and Attorney in Fact for Christina L Comstock and James D Comstock
Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1017-251A
N(Jul10,17,24,31)B

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA, COUNTY OF UNION
Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by LORRIE K MASHBURN AND CLIFFORD R JONES JR to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR PHH MORTGAGE CORPORATION , dated 09/23/2009, and Recorded on 09/23/2009 as Book No. 813 and Page No. 626, UNION County, Georgia records, as last assigned to PHH MORTGAGE CORPORATION (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of $98,188.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the UNION County Courthouse within the legal hours of sale on the first Tuesday in August, 2013, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 9TH DISTRICT 1ST SECTION; LAND LOT 36 OF UNION COUNTY, GEORGIA, CONTAINING 1.56 ACRES, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS; BEGINNING AT THE POINT WHERE THE CENTERLINE OF AN OLD ROAD BETWEEN THIS PROPERTY AND THE LOVE PROPERTY INTERSECTS THE SOUTH RIGHT-OF-WAY LINE OF THE JOHN SMITH MILL ROAD; THENCE THREE(3) COURSES AND DISTANCES ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF JOHN SMITH MILL ROAD AS FOLLOWS: N 65 DEGREES E 190 FEET, N 75 DEGREES E 74 FEET, N 80 DEGREES E 41 FEET, THENCE S 432 FEET TO THE CENTERLINE OF A CREEK; THENCE TWO (2) COURSES AND DISTANCES ALONG AND WITH THE SAID CENTERLINE AS FOLLOWS: N 88 DEGREES W 48 FEET TO THE POINT WHERE THE SAID CENTERLINE OF THE CREEK INTERSECTS THE CENTERLINE OF THE OLD ROAD; THENCE FOUR (4) COURSES AND DISTANCES ALONG WITH THE SAID CENTERLINE OF THE OLD ROAD AS FOLLOWS: N 3 DEGREES 45' W 76 FEET, N 25 DEGREES 30' W 84 FEET, N 41 DEGREES 15' W 94 FEET, N 41 DEGREES W 138 FEET TO THE POINT OF BEGINNING. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). PHH MORTGAGE CORPORATION holds the duly endorsed Note and is the current assignee of the Security Deed to the property. PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP., acting on behalf of and, as necessary, in consultation with PHH MORTGAGE CORPORATION (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP. may be contacted at: PHH MORTGAGE CORP. F/K/A CENDANT MORTGAGE CORP., 2001 BISHOPS GATE BLVD., MT. LAUREL, NJ 08054, 800-750-2518. Please note that, pursuant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 7064 JOHN SMITH ROAD E, BLAIRSVILLE, GEORGIA 30512 is/are: LORRIE K MASHBURN AND CLIFFORD R JONES JR or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. PHH MORTGAGE CORPORATION as Attorney in Fact for LORRIE K MASHBURN AND CLIFFORD R JONES JR. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20120028701447 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.
N(Jul10,17,24,31)B

NOTICE OF SALE UNDER POWER
GEORGIA, UNION COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR 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 Horris Trice and Nancy S Trice to Fifth Third Mortgage Company, dated January 10, 2012, recorded in Deed Book 892, Page 743, Union County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND 0/100 DOLLARS ($180,500.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in August, 2013, 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 valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Fifth Third Mortgage Company is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Fifth Third Bank, 5001 Kingsley Drive, MD 1MOB-BW, Cincinnati, OH 45227, 800-375-1745opt3. To the best knowledge and belief of the undersigned, the party in possession of the property is Horris Trice and Nancy S Trice or a tenant or tenants and said property is more commonly known as 615 Pit 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 confirmation and audit of the status of the loan with the holder of the security deed. Fifth Third Mortgage Company as Attorney in Fact for Horris Trice and Nancy S Trice McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/tah 8/6/13 Our file no. 5850312-FT17 EXHIBIT "A" All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 28 & 29 of Union County, Georgia, containing 1.99 acres, more or less, and being Lot 11 of Walter Bauen Subdivision as shown on a plat of survey by Jack Stanley, Union County Surveyors, dated May 11, 1981, and recorded in Union County Records in Plat Book J, Page 178. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. The improvements thereon being known as 615 Pit Road, Blairsville, GA 30512 Being the same property which, by Deed dated September 8, 2000, and recorded in the Office of the Register of Deeds of the County of Union, Georgia, in Book 354, Page 487, was granted and conveyed by Horris Trice unto Horris Trice and Nancy S. Trice. MR/tah 8/6/13 Our file no. 5850312 - FT17
N(Jul10,17,24,31)B

NOTICE OF SALE UNDER POWER
GEORGIA, UNION COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from Kathleen A. Wells and Francis G. Wells to Branch Banking and Trust Company, dated July 2, 2007, recorded July 20, 2007, in Deed Book 718, Page 526, Union County, Georgia Records, and as modified, said Security Deed having been given to secure a Note of even date in the principal amount of SIXTY-NINE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS ($69,200.00), 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 August 2013 by the secured creditor, Branch Banking and Trust Company, as Attorney in Fact for Kathleen A. Wells and Francis G. Wells, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 10TH DISTRICT, 1ST SECTION, LAND LOT 77 OF UNION COUNTY, GEORGIA, AND BEING LOT 4 OF ENCHANTED FOREST SUBDIVISION, CONTAINING 2.208 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., DATED MAY 21, 1999, AND RECORDED IN UNION COUNTY RECORDS IN PLAT BOOK 42, PAGE 236. SAID PLAT IS INCORPORATED HEREIN, BY REFERENCE HERETO, FOR A FULL AND COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY. 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 indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to the following 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 outstanding taxes, including but not limited to ad valorem taxes, which constitute liens upon said property; special assessments; all outstanding bills for public utilities 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 party in possession of the property is Kathleen A. Wells and Francis G. Wells or tenant(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. The name of the person or entity who has the full authority to negotiate, amend, and modify all terms of the mortgage is: Branch Banking and Trust Company, 150 Stratford Road, Suite 201, Winston-Salem, NC 27104 TEL (866) 909-4852. THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Geheren Firm, P.C., 4828 Ashford Dunwoody Road, 2nd Floor, Atlanta, GA 30338 TEL (678) 587-9500.
N(Jul10,17,24,31)B

NOTICE OF SALE UNDER POWER
IN SECURITY DEED
STATE OF GEORGIA
COUNTY OF UNION
Under and by virtue of the Power of Sale contained in the Security Deed from Fred S. Roberts to Bank of Hiawassee dba Bank of Blairsville, dated October 24, 2001, filed November 2, 2001 in Deed Book 393, Page 559, in the offices of the Clerk of the Superior Court of Union County, Georgia; as last modified by those certain Modifications of Deed to Secure Debt dated November 27, 2009, filed December 4, 2009 in Deed Book 820, Page 126, aforesaid records and Deed Book 820, Page 130, aforesaid records; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 853, Page 642 aforesaid records (as same may have been further modified from time to time, collectively, the "Security Deed"); and pursuant to that certain Consent Order entered April 26, 2013 in Chapter 13, Case No. 13-20752-reb, United States Bankruptcy Court, Northern District of Georgia, Gainesville Division; the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Union County, Georgia, during the legal hours of sale, on the first Tuesday in August, 2013, the following described property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 254, 9TH DISTRICT, 1ST SECTION, UNION COUNTY, GEORGIA, AND BEING SEVEN (7) ACRES, MORE OR LESS, AND BEING FULL DESCRIBED IN A PLAT OF SURVEY OF J.L. GRAY, SURVEYOR, ON 9/28/55; SAID PLAT READING AS FOLLOWS: BEGINNING AT A STAKE LOCATED IN THE WEST RIGHT OF WAY LINE OF GEORGIA HIGHWAY #325 (THIS POINT ALSO BEING LOCATED ON THE ORIGINAL EAST-WEST LAND LOT LINE THAT LIES ON THE NORTH SIDE OF LAND OT #254); THENCE WEST ALONG AND WITH THE ORIGINAL EAST-WEST LAND LOT LINE, 693 FEET TO A STAKE; THENCE S 13 W 462 FEET TO A STAKE; THENCE DUE EAST 693 FEES TO A STAKE IN THE WEST RIGHT OF WAY LINE OF GEORGIA HIGHWAY#325; THENCE ALONG AND WITH THE WEST RIGHT OF WAY LINE OF GEORGIA HIGHWAY #325, 462 FEET TO THE PLACE OF BEGINNING.
The debt secured by the Security Deed is evidenced by a Renewal Promissory Note, dated November 27, 2009 from Fred S. Roberts to the Bank of Blairsville in the original principal amount of $160,173.95 and that certain Renewal Note dated November 27, 2009 in the original principal amount of $49,592.15 (as same may have been further renewed or modified, collectively, the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.
Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.
The above-described real property will be sold to the highest and best bidder for cash as the property of Fred S. Roberts, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale will be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior easements, assessments, restrictions or matters of record.
To the best of the undersigned's knowledge and belief, the real property is presently owned by Fred S. Roberts.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is Fred S. Roberts, and tenants holding under him.
Park Sterling Bank, successor in interest to Citizens South Bank, as successor in interest to Bank of Hiawassee dba Bank of Blairsville as Attorney-in-Fact for Fred S. Roberts.
M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
N(Jul10,17,24,31)B

NOTICE OF SALE UNDER POWER
GEORGIA, UNION COUNTY
Under and by virtue of the Power of Sale contained in that certain Security Deed from Whitner Daniel Parker and Errin Michelle Parker a/k/a Errin Wilson Parker ("Grantors") to Community & Southern Bank ("Grantee"), dated July 27, 2010, filed August 5, 2010, and recorded in Deed Book 840, Page 51, Union County, Georgia Records (the "Security Deed"), conveying the after-described property to secure that certain Promissory Note and Truth-In-Lending Disclosures dated July 27, 2010 from Grantors payable to Grantee in the original principal amount of Twenty Nine Thousand Eight Hundred Seventy Three and 62/100 Dollars ($29,873.62), with interest thereon as set forth therein (as amended and renewed, the "Note"), 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 August, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 114, 9th District, 1st Section, Union County, Georgia, containing 1.045 acres and being Lot Eighty-Three (83) of The Sanctuary at Lake Nottely as shown on a plat of survey by Rochester & Associates, Inc., dated 08/13/2002 and recorded in Plat Book 48, Page 216, Union County records, which description is incorporated herein by reference and made a part hereof.
Subject to that certain non-exclusive perpetual easement for ingress and egress along the subdivision roads.
Further subject to easements, restrictions and reservations of record not coupled with a right of reverter and taxes for the current year.
The indebtedness secured by said Security Deed has been and is hereby declared due and payable 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. 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 as provided by law).
The property will be sold for cash or certified funds and subject to any and all matters of record superior to said Security Deed, outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, zoning ordinances, restrictions, covenants, easements against the property, if any, and subject to any unpaid water and waste bills that constitute liens against the property, whether due and payable or not yet due and payable. The sale will be conducted as set forth herein subject to (1) confirmation prior to the sale that the sale is not prohibited under the U.S. Bankruptcy Code and (2) final confirmation and audit prior to the sale of the status of the loan with the holder of the Security Deed.
Grantee reserves the right to sell the property in one parcel or as an entirety, or in such parcels as Grantee may elect, as permitted in the Security Deed.
The following information is being provided in accordance with O.C.G.A. § 44-14-162.2. Community & Southern Bank is the secured creditor under the Security Deed and loan being foreclosed. The following entity shall have full authority to negotiate, amend, and modify all terms of the above-described Security Deed and associated Note on behalf of the secured creditor: Community & Southern Bank, Attn: Foreclosures, 4800 Ashford-Dunwoody Road, Suite 200, Dunwoody, Georgia 30338, (678) 293-1231. O.C.G.A. § 44-14-162.2 states in pertinent part that, "nothing in this subsection shall be construed to require a secured creditor to negotiate, amend, or modify the terms of a mortgage instrument."
To the best of the undersigned's knowledge and belief, the property consists of 1.045 acres, designated as Lot 83, The Sanctuary at Lake Nottely, Blairsville, Union County, Georgia, 30512, and the parties in possession of the property are Whitner Daniel Parker, Errin Michelle Parker a/k/a Errin Wilson Parker, or their tenant or tenants.
COMMUNITY & SOUTHERN BANK, as Attorney-in-Fact for Whitner Daniel Parker and Errin Michelle Parker a/k/a Errin Wilson Parker
Thompson, O'Brien, Kemp & Nasuti, P.C.
40 Technology Parkway South, Suite 300
Norcross, Georgia 30092
(770) 925-0111
N(Jul10,17,24,31)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 BRIAN HOCKMAN and LISA DEEL a/k/a LISA DEEL HOCKMAN to Appalachian Community Bank dated November 28, 2006, recorded November 29, 2006, in Deed Book 679, Page 681, Union County, Georgia 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 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 modified by Security Deed Modification recorded in Deed Book 875, page 619 and re-recorded in Deed Book 876, Page 374, Union County, Georgia records, said Security Deed being given to secure a Note from BRIAN HOCKMAN and LISA HOCKMAN dated April 29, 2010 in the original principal amount of Two Hundred Twenty Two Thousand One Hundred Nine and 51/100 ($222,109.51) 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 August, 2013, the following described property:
All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lots 128 & 161, Union County, Georgia, containing 1.53 acres, more or less, as shown on a plat of survey by Lane S. Bishop, G.R.L.S No. 1575, dated August 10, 1993, and recorded in Plat Book 31, page 25, in the office of the Clerk of Superior Court of Union County, Georgia. Reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein and for a more complete metes and bounds description of the property herein described.
The above described property is conveyed subject to any and all easements and rights-of-ways as shown on the aforementioned plat of survey and as appearing of record.
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 inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is BRIAN HOCKMAN and LISA DEEL a/k/a LISA DEEL HOCKMAN or a tenant or tenants.
COMMUNITY & SOUTHERN BANK,
as attorney in Fact for BRIAN HOCKMAN and LISA DEEL a/k/a LISA DEEL HOCKMAN
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. CO608-00468
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
N(Jul10,17,24,31)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 THOMAS C. COLWELL to United Community Bank, dated December 6, 2001, recorded December 12, 2001, in Deed Book 399, Page 83, Union County, Georgia records, as last modified by Modification of Security Deed dated May 25, 2010, recorded in Deed Book 839, Page 258, Union County, Georgia records, as transferred to CF SOUTHEAST LLC by Transfer and Assignment recorded in Deed Book 866, Page 633, Union County, Georgia records, said Security Deed being given to secure a Note from THOMAS C. COLWELL, 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 August, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lots 304, 308 and 309 of the 9th District, 1st Section of Union County, Georgia, and being 2.895 acres, as shown on a plat of survey prepared by Tamrok Associates, Inc., Jon G. Stubblefield, RLS #2599, dated 11/17/98 and recorded in Plat Book 42, page 64 of the Superior Court records of Union County, Georgia, which plat is incorporated herein by reference for a full and complete description of said property.
Also conveyed and retained is a non-exclusive perpetual easement forty (40) feet in width for ingress and egress to and from the subject property to U.S. Highway 19/ State Route 129 as shown on said plat of survey.
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 inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is THOMAS C. COLWELL or a tenant or tenants.
CF SOUTHEAST LLC,
as attorney in Fact for THOMAS C. COLWELL
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. AM 190-00125
N(Jul10,17,24,31)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 MELVIN GREGG PAYNE to Appalachian Community Bank dated July 11, 2003, recorded in Deed Book 479, Page 131, Union County, Georgia records, as last modified by Modification dated March 18, 2011, recorded in Deed Book 867, Page 679, Union County, Georgia 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 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 MELVIN GREGG PAYNE, 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 August, 2013, the following described property:
All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lots 14 & 23 of Union County, Georgia, containing 15.9 acres, more or less, and being Tract A as shown on a plat of survey by Jack Stanley, Union County Surveyor, dated November 28, 1983 and recorded in Union County Records in Plat Book O, Page 31. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.
Less and Except: All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lot 23 of Union County, Georgia, containing 1.72 acres, more or less and being Tract Two as shown on a plat of survey by Rochester & Associates, Inc., dated October 10, 2000 and recorded in Union County Records in Plat Book 46, Page 234. 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 Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is MELVIN GREGG PAYNE or a tenant or tenants.
COMMUNITY & SOUTHERN BANK,
as attorney in Fact for MELVIN GREGG PAYNE
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. C0608-00462
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
N(Jul10,17,24,31)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 JAMES R. SOUTHERN, JR. to UNITED COMMUNITY BANK, dated May 8, 2006, recorded May 11, 2006, in Deed Book 646, Page 72, Union County, Georgia records, as last modified by Modification of Security Deed dated August 20, 2012, recorded September 6, 2012 in Deed Book 914, Page 127, Union County, Georgia records, said Security Deed being given to secure a Note from JAMES R. SOUTHERN, JR. dated August 20, 2012, in the original principal amount of One Hundred Fifty One Thousand Seventy Seven and 95/100 ($151,077.95) 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 August, 2013, the following described property:
All that tract or parcel of land lying and being in Land Lot 187, 17th District, 1st Section, Union County, Georgia containing 0.74 acres, more or less, as shown on a plat of survey by Bruce Hunt, County Surveyor, dated May 1979 as recorded in Plat Book 1, Page 98, Union County, Georgia records and being more particularly described as follows:
To reach the true point of beginning start at the intersection of Track Rock Gap Road and U.S. Highway #76 thence in a Westerly direction with U.S. Highway #76, 2,640 feet to the intersection of the South right of way line of U.S. Highway #76 and the centerline of a ditch, the true point of beginning; thence along and with the centerline of said ditch five (5) courses and distances as follows: S 40 dg 30' West 50 feet, S 1 dg 45' East 40 feet, S 16 dg 45' East 36 feet, S 27 dg 0' East 20 feet, S 6 dg 30' East 50 feet to the intersection of the centerline of said ditch and the centerline of Bitter Creek; thence along and with the centerline of Bitter Creek S 87 dg 0' West 160 feet to the intersection of said centerline and the centerline of a ditch; thence along and with the centerline of said ditch six (6) courses and distances as follows: N 28 dg 30' West 45 feet' N 40 dg 15' West 41 feet, N 21dg 15' West 16 feet, N 19 dg 0' East 39 feet, N 53 dg 30' West 33 feet, N 22 dg 30' West 14 feet to the intersection of said centerline and the South right of way line of U.S. Highway #76; thence along and with said right of way lie two (2) courses and distances as follows: N 80 dg 30' East 90 feet, N 84 dg 15' East 155 feet to the true point of beginning.
The property is subject to an easement of ingress and egress over the existing private driveway from U.S. highway #76 to the Northwest corner of the above described property as shown on the above referenced plat.
The property is subject to a water right to the spring located approximately due west 250 feet from a point North 28 dg 30' West 45 feet from the intersection of the centerline of Bitter Creek and the centerline of the ditch which is the West boundary of the above described property, including the right to maintain, repair of install a water line, with a maximum diameter of one (1) inch, from said spring to the above described property. This being the spring which presently supplies water to the dwelling house located on said 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 inspection of the property, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is JAMES R. SOUTHERN, JR. or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for JAMES R. SOUTHERN, JR.
L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03513
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
N(Jul10,17,24,31)B

STATE OF GEORGIA
COUNTY OF UNION
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 Fifty Thousand and 00/100 ($50,000.00) 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 August, 2013, 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 0, 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 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 warranty deed recorded in Deed Book 1442, page 681, Union County records.
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 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 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 Security Deed and Note, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, 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 following 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 outstanding taxes, including but not limited to ad valorem 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. COOK
Contact: Cary D. Cox
CARY D. COX, P.C.
P.O. Box 748
Blairsville, GA 30514
(706) 745-7420
THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
07/9/2013, 07/16/2013, 07/23/2013, 07/30/2013
N(Jul10,17,24,31)B