# LEGAL NOTICES

~ Deadlines ~

Legal Notices are Published Every Wednesday

Foreclosures: One Week Prior to Publication All Other Legal Notices: Friday by Noon Prior to Publication Legal Notices May be Viewed at www.fayette-news.com or at www.georgiapublicnotice.com



~ Notice ~

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# The Fayette County News & Today In Peachtree City The official Legal Organ for Fayette County, Fayetteville, Peachtree City, Woolsey, Brooks, and Tyrone.

1. Foreclosures

Legal 13746

NOTICE OF SALE UNDER POWER

GEORGIA, FAYETTE COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING 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 Lola E Thomas to Mortgage Electronic Registration Systems, Inc., dated December 13, 2007, recorded in Deed Book 3335, Page 188, Fayette County, Georgia Records, as last transferred to Wells Fargo Bank, NA by assignment recorded in Deed Book 3640, Page 713, Fayette County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of ONE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED EIGHTY AND 0/100 DOLLARS (\$173,280.00), 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 Fayette 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 December,

All that tract or parcel of land lying and being in Land Lot 253 of the 5th District, Fayette County, Georgia, being Lot 16, Block C, Unit One "B" of Franklin Farms Subdivision, as per plat thereof recorded in Plat Book 12, page 90, Fayette County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description.

2013, the following described property:

MR/sc1 12/3/13

Our file no. 51171510 - FT5

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

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-

To the best knowledge and belief of the undersigned, the party in possession of the property is Lola E Thomas or a tenant or tenants and said property is more commonly known as 185 Franklin Farms Circle, Fayetteville,

Georgia 30214. 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

> Wells Fargo Bank, NA as Attorney in Fact for

McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sc1 12/3/13 Our file no. 51171510-FT5

holder of the security deed.

\*Auction services provided by Auction.com (www.auction.com)

October 30, November 6, 13, 20, 27,

gpn11

**Legal 13768** NOTICE OF SALE UNDER

GEORGIA, FAYETTE COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING 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 Mark R. Boschian to Mortgage Electronic Registration System, Inc. as nominee for Market Street Mortgage Corporation, dated July 12, 2005, recorded in Deed Book 2812, Page 190, Fayette County, Georgia Records, as last transferred to Nationstar Mortgage LLC by assignment recorded in Deed Book 4111, Page 218, Fayette County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of ONE HUNDRED FORTY-FOUR THOU-SAND NINE HUNDRED AND 0/100 DOLLARS (\$144,900.00), 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 Fayette 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 December,

2013, the following described property: All that tract or parcel of land lying and being in Land Lot 124 of the 5th District, Fayette County, Georgia, being Lot 5 of Sharon Heights Subdivision, Unit II as per plat recorded in Plat Book 8 Pages 75, Fayette County, Georgia Records, which plat is incorporated herein and made a part hereof by this reference. Being improved property commonly known as 300 Sharon Drive According to the Present system of Numbering in Fayette County, Georgia. MR/ekh 12/3/13 Our file no. 51594409

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 hav-

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

Nationstar Mortgage LLC is the holder of the Note and Security Deed to the property in accordance with OCGA 8 44-14-162.2.

The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: NationStar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067, 888-850-9398x3705. To the best knowledge and belief of the undersigned, the party in possession of the property is Mark R. Boschian or a tenant or tenants and said property is more commonly known as 300 Sharon Drive, Fayetteville, Georgia 30214.

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.

> Nationstar Mortgage LLC as Attorney in Fact for Mark R. Boschian

McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/ekh 12/3/13 Our file no. 51594409-FT2

November 6, 13, 20, 27, 2013

Legal 13769

NOTICE OF SALE UNDER

GEORGIA, FAYETTE COUNTY THIS LAW FIRM IS ACTING AS

A DEBT COLLECTOR ATTEMPT-ING 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 Lola E Thomas to Mortgage Electronic Registration Systems, Inc., dated December 13, 2007, recorded in Deed Book 3335, Page 188, Favette County, Georgia Records, as last transferred to Wells Fargo Bank, NA by assignment recorded in Deed Book 3640, Page 713, Fayette County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of ONE SEVENTY-THREE THOUSAND TWO HUNDRED EIGHTY AND 0/100 DOLLARS (\$173,280.00), 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 Fayette 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 December,

2013, the following described property: All that tract or parcel of land lying and being in Land Lot 253 of the 5th District, Fayette County, Georgia, being Lot 16, Block C, Unit One "B" of Franklin Farms Subdivision, as per plat thereof recorded in Plat Book 12, page 90, Fayette County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description. MR/sc1 12/3/13 Our file no. 51171510 FT5

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

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 Lola E Thomas or a tenant or tenants and said property is more commonly known as 185 Franklin Farms Circle, Fayetteville, Georgia 30214. 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 Lola E Thomas

McCalla Raymer, LLC 1544 Old Alabama Road Roswell Georgia 30076 www.foreclosurehotline.net MR/sc1 12/3/13 Our file no. 51171510-FT5 \*Auction services provided by Auction.com (www.auction.com)

November 6, 13, 20, 27, 2013

gpn11 Legal 13770

> NOTICE OF SALE UNDER **POWER**

GEORGIA, FAYETTE COUNTY THIS LAW FIRM IS ACTING AS

A DEBT COLLECTOR ATTEMPT-ING 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 George A Brinson to Mortgage Electronic Registration Systems, Inc., dated March 9, 2010, recorded in Deed Book 3625, Page 640, Fayette County, Georgia Records, as last transferred to Wells Fargo Bank, NA by assignment recorded in Deed Book 4084, Page 425, County, Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED NINETY-EIGHT AND 0/100 DOLLARS (\$253,598.00), 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 Fayette 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 December, 2013, the following

described property: All that tract or parcel of land lying and being in Land Lot 165 of the 5th District of Fayette County, Georgia and being Lot 7 in Heritage Lakes Subdivision, phase I, as per plat recorded in plat book 19, page 139, Fayette County, Georgia records, which plat is incorporated herein and made a part hereof by this reference for a more complete and accurate description. Being more commonly known as 140 Heritage Court, Fayetteville, Georgia 30214, according to the present system of numbering houses in Fayette County, Georgia. MR/sc1 12/3/13 Our file no. 5604313 FT5

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 vet 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 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 George A Brinson and Mattie R Brinson or a tenant or tenants and said property is more commonly known as 140 Heritage Court, Fayetteville, Georgia 30214.

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 George A Brinson

McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sc1 12/3/13 Our file no. 5604313-FT5 \*Auction services provided by Auction.com (www.auction.com)

November 6, 13, 20, 27, 2013

Legal 13771

NOTICE OF SALE UNDER **POWER** 

GEORGIA, FAYETTE COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING 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 Susan McCranie Simich to Wells Fargo Bank, N.A., dated September 17, 2010, recorded in Deed Book 3684, Page 461, Fayette County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED AND 0/100 DOLLARS (\$238,200.00), 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 Favette 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 December,

2013, the following described property: All that lot or parcel of land lying and being in Land Lot 108 of the 5th District of Fayette County, Georgia, being all of lot 25, Vickery Lane Subdivision, Phase 2, as per plat thereof recorded in Plat Book 35, Page 159-160, Fayette County, Georgia records, said plat being incorporated herein and made a part hereof by reference. MR/sc1 12/3/13 Our file no. 5497913 -

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 Wells Fargo Bank, N.A. is the hold-

er 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-To the best knowledge and belief of

the undersigned, the party in possession of the property is Susan M. Simich a/k/a Susan McCranie Simich or a tenant or tenants and said property is more commonly known as 280 Vickery Lane, Favetteville, Georgia 30215.

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, N.A. as Attorney in Fact for Susan McCranie Simich

1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sc1 12/3/13 Our file no. 5497913-FT5 \*Auction services provided by Auction.com (www.auction.com)

McCalla Raymer, LLC

November 6, 13, 20, 27, 2013

Legal 13772

GEORGIA, FAYETTE COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER

**POWER** 

Under and by virtue of the Power of Sale contained in a Security Deed given by Joyce M. Travis to Wachovia Bank. National Association, dated September 25, 2005, recorded in Deed Book 2875, Page 593, Fayette County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED EIGHTY AND 50/100 DOLLARS (\$183,580.50), 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 Fayette 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 December, 2013, the following described property:

All that certain property situated in the City of Fayetteville in the County of Fayette and State of Georgia and being described in a Deed dated 10/11/2000 and recorded 10/13/2000 in Book 1548 Page 516 among the land records of the County and State set forth above and referenced as follows: Land Lot 90 District 5 Lot 34 of Woodgate III Subdivision as recorded 10/13/2000 in Plat Book 34 Page 90. Parcel ID Number: 051813023 MR/pxl 12/3/13 Our file no 5620813 - FT5

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

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, successor by merger to Wachovia 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 Joyce M. Travis or a tenant or tenants and said property is more commonly known as 105 Woodstream Court, Fayetteville, Georgia 30214.

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, successor by merger to Wachovia Bank, NA as Attorney in Fact for Joyce M. Travis

McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076

MR/pxl 12/3/13 Our file no. 5620813-FT5

www.foreclosurehotline.net

November 6, 13, 20, 27, 2013

Legal 13773

NOTICE OF SALE UNDER **POWER** 

GEORGIA, FAYETTE COUNTY

THIS LAW FIRM IS ACTING AS DEBT COLLECTOR ATTEMPT-ING 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 Berenice E Helton to Wells Fargo Bank, N.A., dated April 15, 2008, recorded in Deed Book 3388, Page 390, County, Records, conveying the after-described property to secure a Note in the original principal amount of NINETY-FOUR THOUSAND FIFTY AND 0/100 DOL-LARS (\$94,050.00), 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 Fayette 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 December, 2013, the following described property:

All that tract or parcel of land lying and being in Land Lot 127 & 128, of the 7 District, Fayette County, Georgia, being identified and depicted as Dwelling Unit 325, BLDG NO. 32, on as-site plan Twiggs Corner Subdivision, Phase 3, prepared by Richard P. Browne Assoc., dated 8/21/1973, and recorded in Condominium Plat Book 1, Page 24, Fayette County, Georgia records, together with it's appurtenant percentages of undivided interest in the common areas and facilities of said Twiggs Corner as provided in that certain Declaration of Covenants, Conditions, and Restrictions for Twiggs Corner, dated 04/16/1974, as per plat recorded at Plat Book 119, Pages 400 - 460, Fayette County, Georgia records, which plat is incorporated herein and made a part hereof by reference. MR/sc1 12/3/13 Our file no. 5396213 - FT7

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 hav-

ing 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

Wells Fargo Bank, N.A. is the holder of the Note and Security Deed to the property in accordance with OCGA §

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 Berenice E Helton or a tenant or tenants and said property is more commonly known as 325 Twiggs Corner #325, Peachtree City, Georgia 30269. 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

> Wells Fargo Bank, N.A. as Attorney in Fact for Berenice E Helton

McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sc1 12/3/13 Our file no. 5396213-FT7

November 6, 13, 20, 27, 2013

# **FAYETTE OUNTY** Today In Peachtree City

Ryan Moon Legals Editor

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gpn11

Legal 13774

NOTICE OF SALE UNDER **POWER** 

GEORGIA, FAYETTE COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING 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 Janet Enora Smith and Janet Enora Smith to Mortgage Electronic

Registration Systems, Inc., as nominee for Branch Banking and Trust Company, successor by merger with BB&T Financial, FSB, the sole shareholder and successor by dissolution of Liberty Mortgage Corporation it's successors and assigns, dated September 20, 2002, recorded in Deed Book 1956, Page 434, Fayette County, Georgia Records, as last transferred to Branch Banking and Trust Company by assignment recorded in Deed Book 4076, Page 680, Fayette County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED SIXTY AND 0/100 DOL-LARS (\$185,760.00), 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 Fayette County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of

and being in Land Lot 187 of the 5th District, Fayette County, Georgia, being all of Lot 142, Canterbury Subdivision, Phase 2, as per Plat thereof recorded in Plat Book 35, Pages 156-158, Favette County, Georgia Records, said plat being incorporated herein and made a part hereof by reference. MR/sju 12/3/13 Our file no. 5285113 - FT8 The debt secured by said Security Deed has been and is hereby declared

sale on the first Tuesday in December,

2013, the following described property:

All that tract or parcel of land lying

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 Branch Banking and Trust 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: Branch Banking & Trust Company, 301 College Street, PVN #101729, Greenville, SC 29601, 800-827-3722. To the best knowledge and belief of the undersigned, the party in possession

of the property is Janet Enora Smith and The Estate Of Janet Smith or a tenant or tenants and said property is more commonly known as 115 Squire Lane, Fayetteville, Georgia 30214. 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. Branch Banking and Trust Company

as Attorney in Fact for Janet Enora Smith and Janet Enora

1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/sju 12/3/13 Our file no. 5285113-FT8

McCalla Raymer, LLC

November 6, 13, 20, 27, 2013

**Legal 13775** 

# NOTICE OF SALE UNDER

GEORGIA, FAYETTE COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING 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 Rosa Kendrick and Ola W Davis to Mortgage Electronic Registration Systems, Inc., as nominee for Cendant Mortgage Corporation, its successors and assigns, dated August 22, 2003, recorded in Deed Book 2343, Page 402. Fayette County, Georgia Records and as modified by that certain Loan Modification Agreement recorded in Deed Book 3625, Page 601, Fayette County, Georgia Records, as last transferred to PHH Mortgage Corporation by assignment recorded in Deed Book 3659, Page 82, Fayette County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED EIGHTY-NINE AND 0/100 DOLLARS (\$122,389.00), 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 Fayette County, Georgia,

or at such place as may be lawfully des-

ignated as an alternative, within the

legal hours of sale on the first Tuesday in December, 2013, the following described property: All that tract or parcel of land lying

and being in Land Lot 189 of the 5th District of Fayette County, Georgia, being Lot 7 of Madison Estates Subdivision, Phase 2, as per plat recorded in Plat Book 15, Page 76, Fayette County, Georgia Records, which recorded plat is hereby incorporated by reference and made a part hereof for a more accurate description. MR/crp1 12/3/13 Our file no. 51748410 - FT8 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 PHH Mortgage Corporation 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: PHH

Mortgage Corporation, 2001 Bishops

Gate Blvd., Mail Stop SV-01, Mt. Laurel, NJ 08054, 800-750-2518. To the best knowledge and belief of the undersigned, the party in possession of the property is Rosa Kendrick and Ola W Davis or a tenant or tenants and said property is more commonly known

as 165 Madison Pl, Favetteville,

Georgia 30214. 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.

> PHH Mortgage Corporation as Attorney in Fact for Rosa Kendrick and Ola W Davis

1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/crp1 12/3/13 Our file no. 51748410-FT8

McCalla Raymer, LLC

November 6, 13, 20, 27, 2013

Legal 13776

gpn11

#### NOTICE OF SALE UNDER **POWER**

THIS LAW FIRM IS ACTING AS DEBT COLLECTOR ATTEMPT-ING 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

GEORGIA, FAYETTE COUNTY

by Chervl L Potter to Mortgage Electronic Registration Systems, Inc., as nominee for Branch Banking and Trust Company, its successors and assigns, dated September 3, 2004, recorded in Deed Book 2602, Page 313, Fayette County, Georgia Records, as last transferred to Branch Banking and Trust Company by assignment to be recorded in the Office of the Clerk of Superior Court of Fayette County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of SEV-ENTY-ONE THOUSAND TWO HUN-DRED AND 0/100 DOLLARS (\$71,200.00), 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 Fayette 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 December, 2013, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 127 and 128 of the 7th District, Fayette County, Georgia and being Unit 343 Bldg 34 on as built site plan of Twiggs Corner (Phase 3), prepared by Richard P Browne Associates, dated 8/21/73 and recorded in Condominium Plat Book 1, Page 6, Fayette County, Georgia Records, together with its appurtenant percentage of undivided interest in the common areas and facilities of said Twiggs Corner as provided in that certain Declaration of Covenants, Conditions and Restrictions for Twiggs Corner, dated 4/16/74, and recorded in Deed Book 119, page 400-460, Fayette County, Georgia Records. Said recorded site plan and said

recorded declaration, as well as the architectural drawings applicable to said dwelling unit, as identified in said declaration and filed as a part thereof in the office of the Clerk of the Superior Court of Fayette County, Georgia are incorporated herein by reference as a part of the description of the property conveyed hereby. This conveyance is made pursuant

to the provisions of the Georgia Apartment Ownership Act and is subject to said recorded declaration, and to all the privileges, restriction, uses, easement, assessments, rights and provisions thereof, all of which are covenants running with the property and binding upon the grantee, whose acceptance of this deed is evidence of the agreement by grantee and the successors in title to observe and be bound thereby MR/crp1 12/3/13 Our file no. 5658113 - FT8 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. Branch Banking and Trust 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: Branch Banking & Trust Company, 301 College Street, PVN #101729, Greenville, SC 29601, 800-827-3722. To the best knowledge and belief of the undersigned, the party in possession of the property is Cheryl L Potter or a

tenant or tenants and said property is

more commonly known as 343 Twiggs

Corner, Peachtree City, Georgia

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.

Cheryl L Potter McCalla Raymer, LLC 1544 Old Alabama Road

Branch Banking and Trust Company

as Attorney in Fact for

Our file no. 5658113-FT8 November 6, 13, 20, 27, 2013 gpn11

Roswell, Georgia 30076

MR/crp1 12/3/13

www.foreclosurehotline.net

Legal 13777

NOTICE OF SALE UNDER **POWER** 

# GEORGIA, FAYETTE COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING 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 Elias Sanders and Natalie Sanders to Mortgage Electronic Registration Systems, Inc. as nominee for Branch Banking and Trust Company, its successors and assigns, dated June 17, 2005, recorded in Deed Book 2800, Page 589, Fayette County, Georgia Records, as last transferred to Branch Banking and Trust Company by assignment recorded in Deed Book 4111, Page 217, Fayette County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-ONE THOU-SAND FOUR HUNDRED AND 0/100 DOLLARS (\$151,400.00), 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 Fayette 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 December,

2013, the following described property: All that lot or parcel of land lying and being in Land Lot 96 of the 5th District of Favette County, Georgia being Lot 2, Stonebriar West, Unit One, Phase Two, as shown on that certain plat of said subdivions as recorded in Plat Book 32, Page 147, Fayette County, Georgia Records, reference to which plat is hereby made for a more accurate description of the metes and bounds of said Lot 2 MR/crp1 12/3/13 Our file no. 5507513 FT8

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 Branch Banking and Trust 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: Branch Banking & Trust Company, 301 College Street, PVN #101729, Greenville, SC 29601, 800-827-3722. To the best knowledge and belief of the undersigned, the party in possession of the property is Elias Sanders and

Natalie Sanders or a tenant or tenants and said property is more commonly known as 115 River Birch Trace, Fayetteville, Georgia 30215. 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. Branch Banking and Trust Company as Attorney in Fact for

McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076

www.foreclosurehotline.net

MR/crp1 12/3/13

Elias Sanders and Natalie Sanders

November 6, 13, 20, 27, 2013

Our file no. 5507513-FT8

Legal 13778

gpn11

NOTICE OF SALE UNDER

## **POWER** GEORGIA, FAYETTE COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING 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 Siren F. Morrison to JPMorgan

Chase Bank, N.A., dated September 25,

2008, recorded in Deed Book 3445,

Page 323, Fayette County, Georgia

Records, as last transferred to

Specialized Loan Servicing LLC by assignment recorded in Deed Book 4080, Page 364, Fayette County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of TWO HUNDRED THIRTY-ONE THOU-SAND AND 0/100 DOLLARS (\$231,000.00), 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 Fayette 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 December, 2013, the following described property: All that certain parcel of land situate in Land Lot 131, 5th District of the County of Fayette and State of Georgia,

being Lot 6, Dorsett Place Unit Two,

Plat Book 26 page 194, more fully

described in Deed Book 2589 page 17,

dated 08/17/2004, recorded 08/20/2004,

of the Public Records of Fayette

County, Georgia. Tax/Parcel ID:

052914003 MR/crp1 12/3/13 Our file

no. 5713213 - FT8 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. Specialized Loan Servicing LLC 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: Specialized Loan Servicing, 8742 Lucent Blvd STE 300, Highlands Ranch, CO 80129, 800-306-

To the best knowledge and belief of the undersigned, the party in possession of the property is Siren F. Morrison or a tenant or tenants and said property is more commonly known as 120 S Waterford Dr, Fayetteville, Georgia 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. Specialized Loan Servicing LLC

as Attorney in Fact for

Siren F. Morrison

McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net

November 6, 13, 20, 27, 2013

Our file no. 5713213-FT8

MR/crp1 12/3/13

Legal 13779 NOTICE OF SALE UNDER

gpn11

# **POWER**

GEORGIA, FAYETTE COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING TO COLLECT A DEBT. ANY

BE USED FOR THAT PURPOSE.

INFORMATION OBTAINED WILL

Under and by virtue of the Power of Sale contained in a Security Deed given by Jerome Eugene Mullins Jr to Household Realty Corporation, dated June 11, 2004, recorded in Deed Book 2539, Page 621, Fayette County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOU-SAND NINE HUNDRED NINETY-FIVE AND 20/100 DOLLARS (\$167,995,20), 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 Fayette 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 December,

2013, the following described property:

degrees East, a distance of 951 feet to

an iron pin on the East line of said Land

Lot No. 118 (which iron pin is located

South, 1 degree East, as measured along

Land Lot No. 118 of the 5th Land by law, including attorney's fees (notice District of Fayette County, Georgia, and of intent to collect attorney's fees having been given). by Plat of C. E. Lee dated August 2, Said property will be sold subject to 1965 and recorded in Plat Book No. 3 at Page 32, records of Fayette County any outstanding ad valorem taxes Georgia, being more particularly (including taxes which are a lien, but described as follows: Beginning at an not yet due and payable), any matters iron pin located 847 feet Southeasterly, which might be disclosed by an accuas measured along the Easterly side of rate survey and inspection of the propthe right-of-way for an improved public erty, any assessments, liens, encumroad known as County Line Road, from the North line of Land Lot No. 118 aforesaid; Running thence North, 69 1/2

brances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out MR/sc1 12/3/13 Our file no. 5410213-FT12 Wells Fargo Bank, NA is the holder of the Note and Security Deed to the

44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms

the East line of said Land Lot No. 118,

a distance of 445 feet from the

Northeast corner of said Land Lot No.

118); Thence South, 1 degree East, as

measured along the East line of said

Land Lot No. 118, a distance of 479 feet

to an iron pin; Thence South 61 degrees

and 5 minutes West, a distance of 715

feet to an iron pin on the Easterly side

of the right-of-way for County Line

Road aforesaid; Thence Northwesterly,

as measured along the Easterly side of

the right-of-way for County Line Road

aforesaid. a distance of 556.5 feet back

to the iron pin at the point of beginning;

Said tract containing 9.9 acres, more or

less. Tax Map or Parcel ID No.: 0526-

011 MR/sju 12/3/13 Our file no.

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

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 hav-

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 accu-

rate survey and inspection of the prop-

erty, any assessments, liens, encum-

brances, zoning ordinances, restrictions,

covenants, and matters of record superi-

or to the Security Deed first set out

above. Household Realty Corporation is

the holder of the Note and Security

Deed to the property in accordance with

The entity that has full authority to

negotiate, amend, and modify all terms

of the mortgage with the debtor is:

HSBC Consumer Lending Mortgage

Serv, 961 Weigel Drive, Elmhurst, IL

To the best knowledge and belief of

the undersigned, the party in possession

of the property is Jerome Eugene

Mullins Jr, Jerome E Mullins Jr, Jerome

Mullins and Jerome Eugene Mullins jr

aka Jerome E Mullins Jr or a tenant or

tenants and said property is more com-

monly known as 214 County Line Rd,

(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

Household Realty Corporation

as Attorney in Fact for

Jerome Eugene Mullins Jr

The sale will be conducted subject

Fayetteville, Georgia 30215.

holder of the security deed.

McCalla Raymer, LLC

1544 Old Alabama Road

Roswell, Georgia 30076

MR/siu 12/3/13

Legal 13780

www.foreclosurehotline.net

Our file no. 5559813-FT8

November 6, 13, 20, 27, 2013

NOTICE OF SALE UNDER

**POWER** 

THIS LAW FIRM IS ACTING AS

A DEBT COLLECTOR ATTEMPT-

ING TO COLLECT A DEBT. ANY

INFORMATION OBTAINED WILL

Sale contained in a Security Deed given

by Wendell W. Ledford a.k.a Wayne W.

Ledford and Cheri H. Ledford to

Mortgage Electronic Registration

Systems, Inc., dated October 5, 2005,

recorded in Deed Book 2880, Page 695,

Fayette County, Georgia Records, as

last transferred to Wells Fargo Bank,

NA by assignment recorded in Deed

Book 3408, Page 442, Fayette County,

Georgia Records, conveying the after-

described property to secure a Note in

the original principal amount of ONE

HUNDRED SEVENTY THOUSAND

AND 0/100 DOLLARS (\$170,000.00),

with interest thereon as set forth therein,

there will be sold at public outcry to the

highest bidder for cash before the court-

house door of Fayette County, Georgia,

or at such place as may be lawfully des-

ignated as an alternative, within the

legal hours of sale on the first Tuesday

described property: All that tract or par-

221 of the 5th District of Fayette

County, Georgia, being Lot 10, Will's

Way, as per plat recorded in Plat Book

11, Page 208, Fayette County, Georgia

records, which plat is hereby referred to

and made part of this description, being

improved property having a two-story

brick and frame house thereon known

as 175 Will's Way, according to the

present system of numbering houses in

Fayette County, Georgia and being

more particularly shown on survey pre-

pared by Georgia Land Surveying Co.,

Inc., dated June 11, 1984. MR/kh2

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

sale will be made for the purpose of

paying the same and all expenses of this

sale, as provided in Security Deed and

The debt remaining in default, this

Security Deed.

The debt secured by said Security

12/3/13 Our file no. 5948408 - FT12

Under and by virtue of the Power of

GEORGIA, FAYETTE COUNTY

BE USED FOR THAT PURPOSE.

OCGA § 44-14-162.2.

60126, 800-365-6730.

Said property will be sold subject to

The debt remaining in default, this

The debt secured by said Security

5559813 - FT8

Security Deed.

ing been given).

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 Wayne W. Ledford or a tenant or tenants and said property is more commonly known as 175 Wills Way, Fayetteville, Georgia 30214. 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 Wendell W. Ledford a.k.a Wayne W. Ledford and Cheri H. Ledford

McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net MR/kh2 12/3/13 Our file no. 5948408-FT12

November 6, 13, 20, 27, 2013

Legal 13781

# NOTICE OF SALE UNDER

# **POWER**

GEORGIA. FAYETTE COUNTY

Sale contained in a Security Deed given

by John P Pero and Barbara B Pero to

Mortgage Electronic Registration

Systems, Inc., dated July 25, 2003.

recorded in Deed Book 2272, Page 432,

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of

Fayette County, Georgia Records, as last transferred to The Bank of New York Mellon F/K/A The Bank of New York Successor in interest to JPMorgan Chase Bank, N.A. successor in interest to Bank One, National Association, as trustee for CSFB Mortgage-Backed Pass-Through Certificates, Series 2003-27 by assignment recorded in Deed Book 4030, Page 139, Fayette County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of FOUR HUNDRED TWENTY THOUSAND AND 0/100 DOLLARS (\$420,000.00), 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 Fayette 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 December, 2013, the following

described property:

and being in Land Lot 51 of the 6th District of Fayette County, Georgia, and being in Lot 22 of the Sweetwater Oaks Subdivision, with any improvements thereon, as per plat recorded in Plat book 19, Pages 196-197, Fayette County, Georgia Records, which plat is incorporated herein by this reference. MR/sc1 12/3/13 Our file no. 5410213 -FT12 The debt secured by said Security

Deed has been and is hereby declared

The Bank of New York Mellon

F/K/A The Bank of New York

negotiate, amend, and modify all terms

of the property is Barbara B Pero or a

Code and (2) to final confirmation and

All that tract or parcel of land lying

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

Successor in interest to JPMorgan Chase Bank, N.A. successor in interest in December, 2013, the following to Bank One, National Association, as trustee for CSFB Mortgage-Backed cel of land lying and being in Land Lot Pass-Through Certificates, Series 2003-27 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

> 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

> tenant or tenants and said property is more commonly known as 113 Sweetwater Oaks, Peachtree City, Georgia 30269. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy

> audit of the status of the loan with the holder of the security deed. The Bank of New York Mellon F/K/A The Bank of New York Successor in interest to JPMorgan Chase Bank, N.A.

successor in interest to Bank One,

National Association, as trustee for CSFB Mortgage-Backed Pass-Through

Certificates, Series 2003-27 as Attorney in Fact for

John P Pero and Barbara B Pero McCalla Raymer, LLC

1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net

November 6, 13, 20, 27, 2013

property in accordance with OCGA §

OBTAINED WILL BE USED FOR

NOTICE OF SALE UNDER

Tommy L. Brown to Mortgage

3B

#### 1. Foreclosures

gpn11 Legal 13782

NOTICE OF SALE UNDER **POWER** 

GEORGIA, FAYETTE COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING 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 Donald W Patterson and Rita H Patterson to Wells Fargo Bank, N.A., dated July 28, 2005, recorded in Deed Book 2837, Page 670, Fayette County, Georgia Records, conveying the afterdescribed property to secure a Note in the original principal amount of ONE HUNDRED TWELVE THOUSAND AND 0/100 DOLLARS (\$112,000.00), 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 Fayette County, Georgia, or at such place as may be lawfully designated as an alternative, within the

described property: All that tract or parcel of land lying and being in Land Lot 222 of the 5th District, Fayette County, Georgia, being Lot 15, Block A, Unit Four of Whitney Crossing Subdivision, as per plat thereof recorded in Plat Book 14, Page 122, Fayette County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description. MR/ts1 12/3/13 Our file no. 5742113 - FT12 The debt secured by said Security

legal hours of sale on the first Tuesday

in December, 2013, the following

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

Deed has been and is hereby declared

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. U.S. Bank National Association, as

Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR16 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 Donald W Patterson and Rita H Patterson or a tenant or tenants and said property is more commonly known as 150 Eli Run, Fayetteville, Georgia 30214.

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.

U.S. Bank National Association, as

Trustee, successor in interest to

as Trustee for Wells Fargo Asset

Through Certificates, Series 2005-AR16 as Attorney in Fact for Donald W Patterson and Rita H

Wachovia Bank, National Association,

Securities Corporation, Mortgage Pass-

Patterson McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net

Our file no. 5742113-FT12 November 6, 13, 20, 27, 2013

MR/ts1 12/3/13

gpn11

Legal 13783

#### NOTICE OF SALE UNDER **POWER**

GEORGIA, FAYETTE 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 Andrew S. White and Pamela A. White to Delta Employees Credit Union, dated October 18, 2004, recorded in Deed Book 2632, Page 310. Fayette County, Georgia Records, as last transferred to Delta Community

Credit Union f/k/a Delta Employees

recorded in the Office of the Clerk of

Georgia Records, conveying the after-

described property to secure a Note in

the original principal amount of ONE HUNDRED EIGHTY-NINE THOU-

(\$189,000.00), with interest thereon as

set forth therein, there will be sold at

SAND AND 0/100 DOLLARS

Credit Union by assignment to be

Superior Court of Fayette County,

All that tract or parcel of land lying and being in Land Lot 8 & 25 of the 5th District of Fayette County, Georgia and being Lot 5, Huntington South, Unit One, as per plat recorded in Plat Book 10, Page 169, Fayette County, Georgia records, which plat is hereby incorporated herein and by reference made a part hereof. MR/rkd 12/3/13 Our file no. 5709313 - FT17 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

public outcry to the highest bidder for

cash before the courthouse door of

Fayette 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 December,

2013, the following described property:

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 accu-

rate survey and inspection of the prop-

erty, any assessments, liens, encum-

brances, zoning ordinances, restric-

tions, covenants, and matters of record

superior to the Security Deed first set out above. Delta Community Credit Union f/k/a Delta Employees Credit Union 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: Delta Community Credit Union, 315 North Highway 74, Peachtree City, GA 30269, 800-544-3328. To the best knowledge and belief of the undersigned, the party in possession of the property is Andrew S. White and Pamela A. White or a tenant or tenants

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. Delta Community Credit Union f/k/a

and said property is more commonly

known as 109 Carrollwood Drive,

Fayetteville, Georgia 30215. The sale will be conducted subject (1)

as Attorney in Fact for Andrew S. White and Pamela A. White McCalla Raymer, LLC

Delta Employees Credit Union

Roswell, Georgia 30076 www.foreclosurehotline.net MR/rkd 12/3/13 Our file no. 5709313-FT17

1544 Old Alabama Road

Novembe 6, 13, 20, 27, 2013

Legal 13784

#### NOTICE OF SALE UNDER **POWER**

FAYETTE COUNTY Pursuant to the Power of Sale conained in a Security Deed given by Heidemarie J Traylor NKA Heidemarie J Kufchak to Wells Fargo Bank, N.A. dated 9/10/2010 and recorded in Deed Book 3678 Page 124, Fayette County, Georgia records: as last transferred to or acquired by Wells Fargo Bank, N.A., conveying the after-described property to secure a Note in the original principal amount of \$ 146,000.00, 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 Fayette County, Georgia, within the legal hours of sale on December 03, 2013 (being the first Tuesday of said month unless said date

ALL THAT PARCEL OF LAND IN LAND LOT 100 OF THE 5TH DIS-TRICT, FAYETTE COUNTY, STATE OF GEORGIA, BEING KNOWN AND DESIGNATED AS LOT 23, DEEP FOREST SUBDIVISION, UNIT TWO. FILED IN PLAT BOOK 13, PAGE 199. BY FEE SIMPLE DEED FROM DEL-BERT B. NORMAN, JR AND TERE-SA M. NORMAN AS SET FORTH IN DEED BOOK 3397, PAGE 27 DATED 05/02/2008 AND RECORDED 05/09/2008, FAYETTE COUNTY RECORDS, STATE OF GEORGIA. TAX/PARCEL ID: 052205018

falls on a Federal Holiday), the follow-

ing 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 350 Oak Street, Fayetteville, GA 30215 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): Heidemarie J. Traylor or tenant or ten-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. 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

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.

as agent and Attorney in Fact for Heidemarie J Traylor NKA Heidemarie J Kufchak Aldridge Connors, LLP, 15 Piedmont Center,

Wells Fargo Bank, N.A.

3575 Piedmont Road, N.E., Atlanta, Georgia 30305, (404) 994-7400. 1000-667500300A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-667500300A

November 6, 13, 20, 27, 2013

Legal 13785

#### NOTICE OF SALE UNDER **POWER** IN DEED TO SECURE DEBT

STATE OF GEORGIA COUNTY OF FAYETTE

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Anthony Smith and Cynthia Smith to Mortgage Electronic Registration Systems, Inc. as nominee for American Equity Mortgage, Inc. in the original principal amount of \$348,300.00 dated 10/30/2007, and recorded in Deed Book 3321, page 703, Fayette County records, said Security Deed being last transferred and assigned to CitiMortgage, Inc. in Deed Book 4038, page 677, Fayette 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 December, 2013 by CitiMortgage, Inc., as Attorney-in-

All that tract or parcel of land lying and being in Land Lot 7 of the 5th District, Fayette County, Georgia, being Lot 84, Harbor Lakes, Phase II, Unit B, as per plat thereof recorded in Plat Book 29, Pages 138-141, Fayette County, Georgia Records, said plat being incorporated herein and made a part hereof

Smith the following described property:

#### Property known as: 190 Canal Place, Fayetteville, GA 30215

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 Anthony Smith and Cynthia Smith 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. CitiMortgage, Inc. 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: CitiMortgage, Inc. 1000 Technology Drive

PH: 866-272-4749 Pursuant to O.C.G.A Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to nego-

OFallon, MO 63368

tiate, amend, or modify said indebted-To the best of the undersigned's knowledge and belief, the party in possession is Anthony Smith and Cynthia

CitiMortgage, Inc., as Attorney-in-fact for Pendergast & Associates, P.C. 115 Perimeter Center Place South Terraces, Suite 1000 Atlanta, GA 30346 Phone - 770-392-0398 Toll Free - 866-999-7088

Anthony Smith and Cynthia Smith.

www.penderlaw.com Our File No. 12-50957-6 This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.

November 6, 13, 20, 27, 2013 gpn11

Legal 13786

NOTICE OF SALE UNDER

tained in a Security Deed given by

Shannon Lee Blackerby to Mortgage

Electronic Registration Systems, Inc. as

# **POWER**

FAYETTE COUNTY

Pursuant to the Power of Sale con-

nominee for Primary Residential Mortgage, Inc. dated 5/17/2011 and recorded in Deed Book 3758 Page 680, FAYETTE County, Georgia records; as

last transferred to or acquired by

Lakeview Loan Servicing, LLC, con-

veying the after-described property to

secure a Note in the original principal

amount of \$ 53,631.00, 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 FAYETTE County, Georgia, within the legal hours of sale on December 03, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the follow ing described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 10 OF THE 5TH DIS-TRICT OF FAYETTE COUNTY. GEORGIA. AND BEING THOSE

LANDS DESCRIBED IN A PLAT DATED JUNE 23 1976 PREPARED BY LEE ENGINEERING COMPANY FOR CALVIN GRIFFIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO ARRIVE AT THE POINT OF BEGINNING HEREOF, START AT A POINT LOCATED AT THE CENTER OF THE INTERSECTION OF INMAN ROAD WITH THE NORTH LINE OF LAND LOT 10, GO THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF INMAN ROAD 1708.6 FEET TO A POINT; GO

THENCE SOUTH 55 DEGREES EAST 908 FEET TO A POINT WHICH IS THE POINT OF BEGINNING; RUNNING THENCE NORTH 15 DEGREES 55 MINUTES EAST 357 FEET TO A POINT ON THE SOUTH-WESTERN RIGHT-OF-WAY OF A 30 FOOT ROAD: RUNNING THENCE NORTH 86 DEGREES 39 MINUTES EAST ALONG THE SOUTHERN RIGHT-OF-WAY OF AFORESAID ROAD 116.5 FEET TO A POINT; RUNNING THENCE SOUTH 15 **DEGREES 54 MINUTES WEST 433.5** FEET TO A POINT; RUNNING THENCE NORTH 55 DEGREES WEST 116.5 FEET TO THE POINT OF BEGINNING; THE SAID TRACT OF LAND CONTAINING ONE ACRE, MORE OR LESS, ACCORD-ING TO SAID SURVEY OF LEE

ENGINEERING COMPANY. 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 col-

Said property is commonly known as 616A Inman Road, Favetteville, GA 30215 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): Shannon Lee Blackerby or tenant M&T Bank is the entity or individ-

lect attorney's fees having been given).

ual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage. M&T Bank

Homeowner Assistance Center 475 Crosspoint Parkway Getzville, NY 14068 1-800-724-1633 Note, however, that such entity or individual is not required by law to

negotiate, amend or modify the terms of 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

the rescission of judicial and non-judi-

cial sales in the State of Georgia, the

Deed Under Power and other foreclo-

to (1) confirmation that the sale is not Aldridge Connors, LLP, prohibited under the U.S. Bankruptcy 15 Piedmont Center, Code; and (2) final confirmation and 3575 Piedmont Road, N.E., audit of the status of the loan with the Suite 500. holder of the Security Deed. Pursuant to Atlanta, Georgia 30305, O.C.G.A. Section 9-13-172.1, which (404) 994-7400. allows for certain procedures regarding 1021-686613A

sure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. Lakeview Loan Servicing, LLC

as agent and Attorney in Fact for Shannon Lee Blackerby Legal 13788 Aldridge Connors, LLP,

3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1229-036A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, 1229-036A

November 6, 13, 20, 27, 2013

NOTICE OF SALE UNDER

Legal 13787

15 Piedmont Center,

#### FAYETTE COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Antoinette Sewell and Calvin Sewell to Household Realty Corporation dated 6/18/2003 and recorded in Deed Book 2224 Page 579, FAYETTE County, Georgia records; as last transferred to or acquired by Household Realty Corporation, conveying the afterdescribed property to secure a Note in the original principal amount of \$ 191,830.27, 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 FAYETTE County, Georgia, within the legal hours of sale on December 03, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property:

OF LAND LYING AND BEING IN LAND LOT 229 OF THE 5TH DIS-TRICT OF FAYETTE COUNTY, GEORGIA, BEING KNOWN AS LOT 55. BLOCK A. UNIT NINE, BETH-SAIDA WOODS SOUTH SUBDIVI-SION AS PER PLAT RECORDED IN PLAT BOOK 11, PAGE 63, FAYETTE COUNTY. GEORGIA RECORDS. WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS DESCRIP-TION. TAX MAP OR PARCEL ID NO.: 05 5003 006

ALL THAT TRACT OR PARCEL

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 145 Creekwood Favetteville, GA 30214 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): Antoinette Sewell and Calvin Sewell or tenant or

HSBC Mortgage Services, Inc. is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage HSBC Mortgage Services, Inc.

PO Box 9068

800-395-3489 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of

Said property will be sold subject to:

Brandon, FL 33509-9068

(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 immedi-Household Realty Corporation

Antoinette Sewell and Calvin Sewell

as agent and Attorney in Fact for

AS A DEBT COLLECTOR

THIS LAW FIRM MAY BE ACTING ATTEMPTING TO COLLECT A

FAYETTE COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by

Electronic Registration Systems, Inc. as nominee for Suntrust Mortgage, Inc. dated 8/25/2008 and recorded in Deed Book 3437 Page 140, FAYETTE County, Georgia records; as last transferred to or acquired by Federal National Mortgage Association, conveying the after-described property to secure a Note in the original principal amount of \$ 174,250.00, 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 FAYETTE County, Georgia, within the legal hours of sale on December 03, 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 Land Lot 220 of the 5th District, Fayette County, Georgia, being Lot 11, of Glen Grove Subdivision, Phase One, as per plat recorded at Plat Book 29, Pages 70-71, Fayette County, Georgia Records, which plat is hereby incorporated and made a part hereof by reference. 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 200 Byington Drive, Fayetteville, GA 30214 together with all fixtures and personal property attached to and constituting a part of said property, if any.

undersigned, the party (or parties) in possession of the subject property is (are): Tommy L. Brown or tenant or Seterus, Inc. is the entity or individual designated who shall have full authority to negotiate, amend and mod-

ify all terms of the mortgage.

Seterus, Inc.

To the best knowledge and belief of the

Loss Mitigation PO Box 4121 Beaverton, OR 97076-4121 866.570.5277 Note, however, that such entity or individual is not required by law to

negotiate, amend or modify the terms of

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,

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 immedi-

and matters of record superior to the

Federal National Mortgage Association as agent and Attorney in Fact for Tommy L. Brown

ately above.

Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1168-1332A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1168-1332A

November 6, 13, 20, 27, 2013

Mail, Fax or E-Mail Your Legal Ads to: FAx: (770) 460-8172 Legals@ fayettenews.com P.O. Box 96 Fayetteville, GA 30214

Fayette County News/Today in Peachtree City

gpn11 Legal 13789

1. Foreclosures

4B

**POWER** 

NOTICE OF SALE UNDER

FAYETTE COUNTY Pursuant to the Power of Sale con-

tained in a Security Deed given by Minnie Pearl Haves to Mortgage Electronic Registration Systems, Inc. as nominee for Franklin American Mortgage Company dated 10/31/2006 and recorded in Deed Book 3132 Page 577, Fayette County, Georgia records; as last transferred to or acquired by Green Tree Servicing, LLC, conveying the after-described property to secure a Note in the original principal amount of \$ 144,000.00, 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 Fayette County, Georgia, within the legal hours of sale on December 03, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property:

and being in Land Lot 121 of the 5th District, Fayette County, Georgia, being Lot 6. Block B. Section One. Brentwood Estates, as per plat recorded in Plat Book 4, Page 89, Fayette County records, to which reference is made for the purpose of incorporating the same as a part herein. 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

All that tract or parcel of land lying

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 145 Rosewood Drive, Fayetteville, GA 30214 together with all fixtures and personal property attached to and constituting a part of said property, if any.

ant or tenants. Green Tree Servicing, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

To the best knowledge and belief of the

undersigned, the party (or parties) in

possession of the subject property is

(are): Edna Ann Hayes-Edwards or ten-

Green Tree Servicing, LLC Loss Mitigation 7360 S. Kyrene Road Tempe, AZ 85283 1-800-643-0202

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.

> as agent and Attornev in Fact for Minnie Pearl Hayes

Green Tree Servicing, LLC

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

1317-297A

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1317-297A

November 6, 13, 20, 27, 2013

gpn11 Legal 13790

NOTICE OF SALE UNDER **POWER** 

FAYETTE COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Winifred Arlene Smith to Mortgage Electronic Registration Systems, Inc., as nominee for Crescent Mortgage Company dated 6/30/2010 and recorded in Deed Book 3656 Page 340, Fayette County, Georgia records; as last transferred to or acquired by Wells Fargo Bank, NA, conveying the after-

described property to secure a Note in

the original principal amount of \$

259,998.00, 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 Fayette County,

Georgia, within the legal hours of sale

on December 03, 2013 (being the first

Tuesday of said month unless said date

falls on a Federal Holiday), the follow-

ing described property: All that tract or parcel of land lying

and being in Land Lot 219 of the 13th District of Fayette County, Georgia, and being more particularly described as Beginning at an iron pin on the

northeasterly right of way of Old National Highway, also known as Georgia State Highway 279 (a 100 foot right of way) one hundred twenty five (125) feet northwest, as measured along the northeasterly right of way of Old National Highway, from the intersection of the northeasterly right of way Old National Highway and the south line of said land lot 219; run thence north 47 degrees 40 minutes west, along the northeasterly right of way of Old National Highway, five hundred nine and eight tenths (509.8) feet to an iron pin; thence run north 87 degrees 36 minutes east six hundred fifty nine (659) feet to an iron pin: run thence north 89 degrees 20 minutes east forty five and four tenths (45.4) feet to an iron pin; run thence south 02 degrees 15 minutes east three hundred sixty three and eight tenths (363.8) feet to an iron pin; run thence south 88 degrees 40 minutes west three hundred forty one and four tenths (341.4) feet to an iron pin on the northeasterly right of way of Old National Highway and the point of beginning, as per survey dated November 14, 1980, prepared by Lee Engineering Co. for Ross Greene.

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

The debt secured by said Security

sonal 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): Winifred Arlene Smith or tenant or ten-Wells Fargo Bank, NA is the entity or individual designated who shall have full authority to negotiate, amend and

as 647 Highway 279, Fayetteville, GA

30214 together with all fixtures and per-

modify all terms of the mortgage. 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 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

Winifred Arlene Smith Aldridge Connors, LLP,

as agent and Attorney in Fact for

15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1000-667500470A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-667500470A November 6, 13, 20, 27, 2013

gpn11 Legal 13791

NOTICE OF SALE UNDER

# POWER

FAYETTE COUNTY Pursuant to the Power of Sale contained in a Security Deed given by Yolanda Deann Houston and Carlus M Houston to Mortgage Electronic Registration Systems, Inc. as nominee for Market Street Mortgage Corporation dated 4/27/2007 and recorded in Deed Book 3222 Page 53, Fayette County, Georgia records; as last transferred to or acquired by Wells Fargo Bank, NA, conveying the after-described property to secure a Note in the original principal amount of \$ 180,573.00, 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 Fayette County, Georgia, within the legal hours of sale on December 03, 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 LAND LOT 136 OF THE 5TH DIS-TRICT OF FAYETTE COUNTY, GEORGIA AND BEING LOT 49, WEATHERLY PARK SUBDIVISION,

BOOK 25, PAGE 110, FAYETTE COUNTY, GEORGIA RECORDS, WHICH PLAT IS HEREBY INCOR-PORATED HEREIN AND BY REFERENCE MADE A PART HEREOF. PARCEL ID NUMBER: 05-3119-04

AS PER PLAT RECORDED IN PLAT

Wednesday, November 6, 2013

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 375 Weatherly Drive, Fayetteville, GA 30214 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

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. Wells Fargo Bank, NA

(are): Carlus M. Houston and Yolanda

Deann Houston or tenant or tenants.

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 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 Yolanda Deann Houston and Carlus M

Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. 1000-667500081A THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-667500081A

November 6, 13, 20, 27, 2013 Legal 13792

**Notice of Sale Under Power** 

State of Georgia

County of FAYETTE Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by GIMINI M GRIER to MORT-GAGE ELECTRONIC REGISTRA-TION SYSTEMS, INC. ("MERS") AS NOMINEE FOR FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK, N.A., dated 07/31/2007, and Recorded on 08/03/2007 as Book No. 3276 and Page No. 397-413, FAYETTE County, Georgia records, as last assigned to FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$118,000.00, 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 FAYETTE County Courthouse within the legal hours of sale on the first Tuesday in December, 2013, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 251 OF THE 13TH DIS-TRICT, FAYETTE COUNTY, GEOR-GIA, BEING LOT 24, BLOCK D, OF PRINCETON CHASE, UNIT THREE, AS PER PLAT RECORDED IN PLAT BOOK 12. PAGE 108. FAYETTE COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS DESCRIPTION. 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). FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE

BANK NATIONAL ASSOCIATION

holds the duly endorsed Note and is the

current assignee of the Security Deed to

the property. NATIONSTAR MORT-

rent investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the Pursuant to O.C.G.A. § 44-14-162.2, NATIONSTAR MORTGAGE may be contacted at: NATIONSTAR MORTGAGE, 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067, 877-450-8638.

GAGE, acting on behalf of and, as nec-

essary, in consultation with FEDERAL

NATIONAL MORTGAGE ASSOCIA-

TION, A/K/A FANNIE MAE (the cur-

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 185 NORTH FAYETTE DRIVE, FAYET-TEVILLE, GEORGIA 30214 is/are:

GIMINI M GRIER 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, restric-

The sale will be conducted subject

tions, covenants, etc.

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 proce-

dures 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. FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE

BANK NATIONAL ASSOCIATION

as Attorney in Fact for

GIMINI M GRIER.

Addison, Texas 75001 Telephone: (972) 341-5398. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY

BARRETT DAFFIN FRAPPIER

LEVINE & BLOCK, LLP

15000 Surveyor Boulevard

INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 20130168300713 November 6, 13, 20, 27, 2013

Legal 13793

Notice of Sale Under Power

Sale contained in a Deed to Secure Debt

State of Georgia

County of FAYETTE Under and by virtue of the Power of

given by MELINDA ST. JOHN to MORTGAGE ELECTRONIC REGIS-TRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR TERRACE MORTGAGE COMPANY, dated 11/11/2004, and Recorded on 11/29/2004 as Book No. 2654 and Page No. 615-625 FAYETTE County Georgia records, as last assigned to WELLS FARGO BANK, N.A. (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the origi-

Courthouse within the legal hours of sale on the first Tuesday in December 2013, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 57, 5TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING LOT 8, PHASE II, PARK HILL SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 84 AND 85, LAST REVISED IN PLAT BOOK 15, PAGE 103, FAYETTE COUNTY, GEORGIA RECORDS; WHICH PLAT AND

nal principal amount of \$127,000.00,

with interest at the rate specified there-

cash at the FAYETTE County

REFERENCE THERETO. 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

LEGAL DESCRIPTION THEREON

ARE INCORPORATED HEREIN BY

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).

WELLS FARGO BANK, N.A.

holds the duly endorsed Note and is the current assignee of the Security Deed to the property. WELLS FARGO BANK, N.A., acting on behalf of and, as necessary, in consultation with FEDERAL HOME LOAN MORTGAGE CORPO-RATION (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-

may be contacted at: WELLS FARGO BANK, N.A., 3476 STATEVIEW BLVD, FORT MILL, SC 29715, 803-396-6000. 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

162.2, WELLS FARGO BANK, N.A.

the undersigned, the party/parties in possession of the subject property known as 100 BEACON DRIVE, **FAYETTEVILLE, GEORGIA 30215** is/are: MELINDA ST. JOHN or ten-

accurate survey and inspection of the

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 LOWS:

CENTER LINES OF GEORGIA set out above, including, but not limited STATE HIGHWAY NO. 85 WITH THE to, assessments, liens, encumbrances, CENTER LINE OF HIGHWAY 85 zoning ordinances, easements, restric-CONNECTOR, RUNNING THENCE tions, covenants, etc. FROM SAID POINT SOUTH 69 The sale will be conducted subject to (1) confirmation that the sale is not DEGREES 41' 33" EAST A DISprohibited under the U.S. Bankruptcy TANCE OF 2,053.45 FEET TO A POINT FORMED BY THE INTER-

property, and (c) all matters of record

superior to the Deed to Secure Debt first

www.fayette-news.com

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 judi-

cial 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. WELLS FARGO BANK, N.A. as Attorney in Fact for MELINDA ST. JOHN.

15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398 THIS LAW FIRM IS ACTING AS A

DEBT COLLECTOR ATTEMPTING

INFORMATION OBTAINED WILL

BE USED FOR THAT PURPOSE.

TO COLLECT A DEBT. ANY

BARRETT DAFFIN FRAPPIER

LEVINE & BLOCK, LLP

20130169804174 November 6, 13, 20, 27, 2013 gpn11 Legal 13796

Notice of Sale Under Power

State of Georgia County of FAYETTE

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt

given by JUDY M SHEFFIELD AND SCOTT A SHEFFIELD to MORT-

GAGE ELECTRONIC REGISTRA-TION SYSTEMS INC ("MERS") AS NOMINEE FOR METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A., dated 06/11/2010, and Recorded on 08/17/2010 as Book No. 3648 and Page No. 477-487, FAYETTE County, Georgia records, as last assigned to JPMORGAN CHASE BANK, N.A. (the Secured Creditor), by assignment, conveying the afterdescribed property to secure a Note of even date in the original principal amount of \$177,608.00, 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 FAYETTE County Courthouse within the legal hours of sale on the first Tuesday in December, 2013, the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 130 OF THE 4TH DISTRICT OF FAYETTE COUNTY, GEORGIA, CONTAINING FIVE (5) ACRES. MORE OR LESS, AS EMBRACED BY PLAT OF LEE ENGINEERING CO., DATED DECEMBER 31, 1984, AND IN ACCORDANCE WITH SAID PLAT BEING MORE PARTICULAR-LY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN

THENCE NORTH 01 DEGREE 00 MINUTES WEST, AS MEASURED ALONG THE WEST LINE OF LAND LOT 130 AFORESAID 600 FEET TO in, there will be sold by the undersigned AN IRON PIN; RUNNING THENCE at public outcry to the highest bidder for SOUTH 898 DEGREES 55 MINUTES 10 SECONDS EAST, 364 FEET TO AN IRON PIN; RUNNING THENCE SOUTH 03 DEGREES 17 MINUTES 51 SECONDS WEST, 683,58 FEET TO AN IRON PIN ON THE NORTH-EASTERLY MARGIN OF THE RIGHT-OF-WAY OF SAID 85 CIR-CLE; RUNNING THENCE NORTH 75 DEGREES 11 MINUTES 37 SEC-ONDS WEST, AS MEASURED ALONG THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF SAID 85 CIRCLE, 325 FEET BACK TO THE IRON PIN AT THE POINT OF BEGINNING. TOGETHER WITH: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN

LAND LOT 130 OF THE 4TH DIS-TRICT OF FAYETTE COUNTY, GEORGIA, CONTAINING 1.000 ACRES OF LAND AS SHOWN ON A PLAT OF SURVEY PREPARED BY STEED AND BOYD LAND SURVEY-ORS CERTIFIED BY THOMAS B. BOYD, DATED 3/13/95, AND BEING PARTICULARLY MORE DESCRIBED ACCORDING TO SAID PLAT AS FOLLOWS: BEGINNING AT AN IRON PIN

ON THE NORTHERLY RIGHT-OF-WAY LINE OF 85 CONNECTOR (80 DEGREES R/W) LOCATED 325.00 FEET IN EASTERLY DIRECTION FROM THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE LAND LOT DIVIDING LAND LOTS 129 AND 130 OF THE SAID 4TH DISTRICT, AS MEASURED ALONG SAID RIGHT-OF-WAY, AND PROCEEDING THENCE NORTH 03 DEGREES

19 MINUTES 33 SECONDS EAST 673.97 FEET TO AN IRON PIN, THENCE SOUTH 88 DEGREES 28 MINUTES 17 SECONDS EAST 64.20 FEET TO AN IRON PIN; THENCE SOUTH 03 DEGREES 21 MINUTES 11 SECONDS WEST 688.21 FEETTO AN IRON PIN ON THE NORTHERLY RIGHT-OF-WAY LINE OF 85 CON-NECTOR; THENCE ALONG SAID RIGHT-OF-WAY LINE IN A WEST-ERLY DIRECTION 65.0 FEET

TO AN IRON PIN AND THE POINT OF BEGINNING. TOGETHER WITH: TO COLLECT A DEBT. ANY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 130 OF THE 4TH DIS-TRICT OF FAYETTE COUNTY, GEORGIA AND BEING MORE PAR-TICULARLY DESCRIBED AS FOL-

November 6, 13, 20, 27, 2013

INFORMATION OBTAINED WILL

GEORGIA: RUNNING THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 85 CONNECTOR AFORESAID AND FOLLOWING A BEARING OF SOUTH 76 DEGREES 44' 53" EAST A DISTANCE OF 338.22 FEET TO AN

NING, BEGIN AT A POINT FORMED

BY THE INTERSECTION OF THE

SECTION OF NORTHEASTERLY

RIGHT-OF-WAY LINE OF HIGHWAY

85 CONNECTOR (80' RIGHT-OF

WAY) AND THE LAND LOT LINE

DISTRICT OF FAYETTE CONTY.

AND 130 OF THE AFORESAID

**DIVIDING LAND LOTS 129** 

IRON PIN AND THE TRUE POINT OF BEGINNING MARKED BY A 1/2 INCH REBAR; RUNNING THENCE AND FOLLOWING A BEARING OF NORTH 03 DEGREES 14' 15" EAST A DISTANCE OF 676.84 FEET TO A HOG WIRE FENCE LINE AND A POINT MARKED BY A 1/2 INCH REBAR; RUNNING THENCE AND FOLLOWING A BEARING OF SOUTH 89 DEGREES 55' 13" EAST A DISTANCE OF 318.45 FEET ALONG THE FENCE LINE TO AN IRON PIN, BEING A 1/2 INCH OPEN TOPPED PIPE: RUNNING THENCE AND FOLLOWING A BEARING OF SOUTH 05 DEGREES 06' 43" WEST A DISTANCE OF 746.63 FEET TO A 1/2 INCH REBAR IRON PIN LOCAT ED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HIGHWAY CONNECTOR AFORESAID; RUNNING THENCE NORTHWEST ERLY ALONG THE NORTHEAST-ERLY RIGHT-OF-WAY LINE OF HIGHWAY 85 CONNECTOR AFORE-SAID AND FOLLOWING THE CURVE OF AN ARC, SAID ARC HAVING A RADIUS OF 49,165.11 FEET OF AN ARC DISTANCE OF 38.47 FEET, SAID ARC HAVING A CHORD LENGTH OF 38 47 FEET ALONG A BEARING OF SOUTH 76 DEGREES 43' 32" EAST (DELTA ANGLE 00 DEGREES 02' 41") TO A POINT; RUNNING THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 85 CON-NECTOR AFORESAID AND FOL-LOWING A BEARING OF NORTH 76 DEGREES 44' 53" WEST A DIS-TANCE OF 259.62 FEET TO AN IRON PIN AND THE POINT OF BEGINNING, SAID BEING A FOUR-SIDED RECTANGULAR SHAPED PARCEL OF LAND COMPRISING 217,764.0 SQUARE FEET OF FIVE (5) ACRES OF LAND, MORE OR LESS. 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 LOCATED ON THE WEST LINE OF (notice of intent to collect attorney's LAND LOT 130 AFORESAID AT THE fees having been given). JPMORGAN POINT WHERE SAID LAND LOT CHASE BANK, N.A. holds the duly LINE INTERSECTS WITH THE endorsed Note and is the current assignee of the Security Deed to the NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY 80 FEET IN JPMORGAN CHASE property. WIDTH OF 85 CIRCLE (FORMERLY BANK, NATIONAL ASSOCIATION, GEORGIA HIGHWAY 74): RUNNING acting on behalf of and, as necessary, in consultation with JPMORGAN CHASE BANK, N.A. (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, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION may be contacted at: JPMORGAN CHASE BANK NATIONAL ASSOCIATION 3415 VISION DRIVE, COLUMBUS, OH 43219, 866-550-5705. 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

> 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 nonjudi-

cial sales in the State of Georgia, the

Deed Under Power and other foreclo-

JPMORGAN CHASE BANK, N.A.

JUDY M SHEFFIELD AND SCOTT

as Attorney in Fact for

A SHEFFIELD.

of the loan. To the best knowledge and

belief of the undersigned, the

party/parties in possession of the sub-

ject property known as 194 HWY 85

CONNECTOR, BROOKS, GEORGIA

30205 is/are: JUDY M SHEFFIELD

AND SCOTT A SHEFFIELD or ten-

ant/tenants. Said property will be sold

subject to (a) any outstanding ad val-

orem 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

sure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph.

BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP

15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING

BE USED FOR THAT PURPOSE. 20130187405353

TO FIND THE POINT OF BEGIN-

### 1. Foreclosures

gpn11 Legal 13797

## Notice of Sale Under Power

State of Georgia County of FAYETTE

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by MARK W HEARD to CHASE MANHATTAN MORTGAGE CORP dated 01/13/2004, and , FAYETTE County, Georgia records, as last assigned to CALIBER HOME LOANS, INC (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$144,600.00, 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 FAYETTE County Courthouse within the legal hours of sale on the first Tuesday in

described property:

ALL THAT TRACT OR PARCEL
OF LAND LYING AND BEING IN
LAND LOT 253 OF THE 4TH DISTRICT OF FAYETTE COUNTY,
GEORGIA AND BEING LOT 8 OF
THE WOODS AT WHITEWATER,
PHASE TWO, AS PER PLAT
RECORDED IN PLAT BOOK 24,
PAGE 40, IN THE OFFICE OF THE
CLERK OF THE SUPERIOR COURT
OF FAYETTE COUNTY, GEORGIA,
SAID PLAT BEING MADE A PART
HEREOF BY REFERENCE.

December, 2013, the following

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).

CALIBER HOME LOANS, INC

holds the duly endorsed Note and is the current assignee of the Security Deed to the property. CALIBER HOME LOANS, INC., acting on behalf of and, as necessary, in consultation with FEDERAL HOME LOAN 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, CALIBER HOME LOANS, INC. may be contacted at: CALIBER HOME LOANS, INC., 13801 WIRE-LESS WAY, OKLAHOMA CITY, OK 73134, 800-621-1437. 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 170 CEDAR CREEK CT, FAYETTEVILLE, GEORGIA 30215 is/are: MARK W HEARD or tenant/tenants.

(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.

Said property will be sold subject to

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.

CALIBER HOME LOANS, INC as Attorney in Fact for MARK W HEARD.

BARRETT DAFFIN FRAPPIER
LEVINE & BLOCK, LLP
15000 Surveyor Boulevard
Addison, Texas 75001
Telephone: (972) 341-5398.
THIS LAW FIRM IS ACTING AS A
DEBT COLLECTOR ATTEMPTING
TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.
20130198500035

November 6, 13, 20, 27, 2013

gpn11 Legal 13798

#### NOTICE OF SALE UNDER POWER

GEORGIA, FAYETTE COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Timothy Ijiwoye and Josephine Otigho to Mortgage Electronic Registration Systems, Inc. as nominee for RBC Mortgage Company, its successors and assigns dated December 6, 2004 in the amount of \$216,000.00, and recorded in Deed Book 2667, Page 675; and Loan Assumption Agreement, recorded

12/5/08, in Book 3460, Page 407,

Fayette County, Georgia Records; as

last transferred to Nationstar Mortgage

LLC by assignment; the undersigned,

Nationstar Mortgage LLC pursuant to

said deed and the note thereby secured,

has declared the entire amount of said

indebtedness due and payable and pur-

suant to the power of sale contained in

said deed, will on the first Tuesday in

December, 2013, during the legal hours

of sale, at the Courthouse door in Fayette 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 Lord Let 105 of the 5th

All that tract or parcel of land lying and being in Land Lot 105 of the 5th District, Fayette County, Georgia, being Lot 25, Highland Park Subdivision, Tract 2, Phase 1 and 2 as per plat there-of recorded in Plat Book 34, Page 6-9, Fayette County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

This being the same property con-

This being the same property conveyed by Warranty Deed from Centex Homes to Josephine Otigho, dated 6/25/02 and recorded 7/1/02 in Book 1894 at Page 619 in the Office of the Clerk of Superior Court for Fayette County, Georgia.

Parcel: 05-2508-010

Parcel: 05-2508-010
Property address: 800 Virginia

Parks, Fayetteville, Georgia 30215
which has the property address of

800 Virginia Parks, Fayetteville,

Georgia, together with all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or

restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy

Code and (2) to final confirmation and

audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone num-

ber of the individual or entity who shall

have full authority to negotiate, amend,

and modify all terms of the Security

Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).

To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Timothy Ijiwoye and Josephine Otigho or tenant or tenants and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will exe-

cute a deed to the purchaser as provided

in the aforementioned Security Deed.

Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Nationstar Mortgage, LLC 2501 S State Hwy 121, Bldg. 1 Lewisville, TX 75067 Phone Number: (888) 850-9398, ext. 3705. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.

Attorney in Fact for Timothy Ijiwoye and Josephine Otigho McCurdy & Candler, L.L.C.

Nationstar Mortgage LLC

(404) 373-1612 www.mccurdycandler.com Fayette County News Publication Dates:11-06-2013, 11-13-2013, 11-20-2013, 11-27-2013 File No. 09-24137 /FHLMC/mtucker THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

November 6, 13, 20, 27, 2013

Legal 13799

# NOTICE OF SALE UNDER

POWER

GEORGIA, FAYETTE COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Lester T Broaddus to National City Mortgage Co dba Commonwealth United Mortgage Company dated June 16, 2004 in the amount of \$94,248.00, and recorded in Deed Book 2545, Page 380, Favette County, Georgia Records; as last transferred to PNC Bank National Association by assignment; the undersigned, PNC Bank National Association pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in December, 2013, during the legal hours of sale, at the Courthouse door in Fayette County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit: All that tract of parcel of land lying

District of Fayette County, Georgia and being Lot 49 of Brentwood II Subdivision, as per plat recorded in Plat Book 12, Page 52, Fayette County, Georgia Records; which plat is hereby incorporated herein and by reference made a part hereof.

which has the property address of

and being in Land Lot 136 of the 5th

415 Hillsdale Drive, Fayetteville, Georgia, together with all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any

The sale will be held subject to any unpaid taxes, assessments, rights-ofway, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said

matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and

audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to

collect attorneys' fees in accordance

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

To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Lester T Broaddus or tenant or tenants and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Pursuant to O.C.G.A. 44-14-162.2,

the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: PNC Mortgage, a division of PNC Bank, National Association 3232 Newmark Drive Miamisburg, OH 45342 Phone Number: (888) 224-4702. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.

McCurdy & Candler, L.L.C. (404) 373-1612

PNC Bank National Association

Attorney in Fact for

Lester T Broaddus

(404) 373-1612 www.mccurdycandler.com Fayette County News Publication Dates:11-06-2013, 11-13-2013, 11-20-2013, 11-27-2013 File No. 10-16517 /VA/llawson THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

November 6, 13, 20, 27, 2013

Legal 13800

#### NOTICE OF SALE UNDER POWER

GEORGIA. FAYETTE COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Kingsley Chukwueke and Priscilla Chukwueke to Mortgage Electronic Registration Systems, Inc. as nominee for W. J. Bradley Mortgage Capital Corp., its successors and assigns dated November 20, 2009 in the amount of \$417,000.00, and recorded in Deed Book 3590, Page 473, Fayette County, Georgia Records; as last transferred to Bank of America, N.A. by assignment; the undersigned, Bank of America, N.A. pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in December, 2013, during the legal hours of sale, at the Courthouse door in Fayette County, sell at public outcry to the highest bidder for cash, the property described in said

All that tract or parcel of land lying and being in Land Lot 91 of the 7th District, Fayette County, Georgia, being Lot 17 of Smokerise Estates Subdivision, Phase Five, as per plat recorded in Plat Book 28, Pages 38-39, Fayette County, Georgia Records, which plat is incorporated herein by reference and made a part hereof.

Being property known as 503 Tuxedo Lane according to the present system of numbering property in Peachtree City, Fayette County, Georgia.

which has the property address of 503 Tuxedo Lane, Peachtree City, Georgia, together with all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject

 to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.
 Notice has been given of intention to

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

To the best knowledge and belief of

the undersigned, the party (or parties) in possession of the subject property is (are): Kingsley Chukwueke and Priscilla Chukwueke or tenant or tenants and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Pursuant to O.C.G.A. 44-14-162.2, the name. address and telephone num-

the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Bank of America, N.A. Home Loan Assistance Dept. Plano, TX 75024 Phone Number: (800) 669-6650. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or

Bank of America, N.A.
Attorney in Fact for
Kingsley Chukwueke and Priscilla

Chukwueke

modify the terms of the mortgage

McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Fayette County News
Publication Dates:11-06-2013, 11-132013, 11-20-2013, 11-27-2013
File No. 13-02831 /FHLMC/kcarr
THIS LAW FIRM IS ACTING AS A
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DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR
THAT PURPOSE.

November 6, 13, 20, 27, 2013

Legal 13801

# GEORGIA, FAYETTE COUNTY

NOTICE OF SALE UNDER

**POWER** 

Because of default in the payment of

the indebtedness, secured by a Security Deed executed by Ryan J. Nelson to Mortgage Electronic Registration Systems, Inc., as nominee for Aegis Wholesale Corporation, its successors and assigns dated July 11, 2005 in the amount of \$272,000.00, and recorded in Deed Book 2821, Page 404, Fayette County, Georgia Records; as last transferred to Nationstar Mortgage LLC by assignment: the undersigned, Nationstar Mortgage LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in December, 2013, during the legal hours of sale, at the Courthouse door in Fayette County, sell at public outcry to the highest bidder for cash, the property

All that tract or parcel of land lying and being in Land Lot 197 of the 13th District, Fayette County, Georgia, being Lot 11, Block C, Subdivision of Dix-Lee on Corporation, Unit One, as per plat recorded in Plat Book 6, Page 115, Fayette County, Georgia records, which recorded plat is incorporated herein by reference for a more complete description of said property.

described in said deed to-wit:

which has the property address of 135 Monticello Way, Fairburn, Georgia, together with all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any

unpaid taxes, assessments, rights-ofway, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not

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

Notice has been given of intention to collect attorneys' fees in accordance

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

To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Ryan J. Nelson or tenant or tenants and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Nationstar Mortgage, LLC 2501 S State Hwy 121, Bldg. 1 Lewisville, TX 75067 Phone Number: (888) 850-9398, ext. 3705. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.

Ryan J. Nelson

McCurdy & Candler, L.L.C.
(404) 373-1612

Attorney in Fact for

(404) 373-1612
www.mccurdycandler.com
Fayette County News
Publication Dates:11-06-2013, 11-132013, 11-20-2013, 11-27-2013
File No. 09-28366 /FHLMC/kcarr
THIS LAW FIRM IS ACTING AS A
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ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR
THAT PURPOSE.

November 6, 13, 20, 27, 2013

gpn11 Legal 13802

NOT

# NOTICE OF SALE UNDER POWER GEORGIA, FA

GEORGIA, FAYETTE COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Mercedes Gonzalez and Jose R. Perez to Mortgage Electronic Registration Systems, Inc. as nominee for Accredited Home Lenders, Inc., its successors and assigns dated

January 20, 2007 in the amount of

\$570,000.00, and recorded in Deed

Book 3176, Page 528, Fayette County,

U.S. Bank National Association, as Trustee, in trust for the registered holders of Citigroup Mortgage Loan Trust 2007-AHL2, Asset-Backed Pass-Through Certificates, Series 2007-AHL2, Mortgage Pass-Through Certificates by assignment; the undersigned, U.S. Bank National Association, as Trustee, in trust for the registered holders of Citigroup Mortgage Loan Trust 2007-AHL2, Asset-Backed Pass-Through Certificates, Series 2007-AHL2, Mortgage Pass-Through Certificates pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in December, 2013, during the legal hours of sale, at the Courthouse door in Fayette 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

Georgia Records; as last transferred to

and being in Land Lot 124 of the 7th District of Fayette County, Georgia, being Lot 145 of Southern Shore Subdivision, Phase VI, as per plat recorded in Plat Book 26, Page 130-131, Records of Fayette County, Georgia, which plat is by reference incorporated herein and made a part hereof. For informational purposes only: The improvements thereon being known as 826 Southern Shore Drive. Peachtree City, Georgia 30269. Being all and the same lot of ground which by deed dated June 4, 2004, and recorded June 16, 2004 among the land records of Fayette County, Georgia in Liber No. 2539, Folio 368, Document No. 006320270001 was granted and conveyed by Patricia B. Reid and Kenneth D. Reid, unto Jose R. Perez and Mercedes Gonzalez. Parcel No.: 073015009

826 Southern Shore Drive, Peachtree City, Georgia, together with all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any

unpaid taxes, assessments, rights-of-

which has the property address of

way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not

prohibited under the U.S. Bankruptcy

Code and (2) to final confirmation and

audit of the status of the loan with the

holder of the security deed.

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

To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Mercedes Gonzalez and Jose R. Perez or tenant or tenants and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Pursuant to O.C.G.A. 44-14-162.2,

the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Select Portfolio 3815 South West Temple Salt Lake City, UT 84115 Phone Number: 888-818-6032. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.

Trustee, in trust for the registered holders of Citigroup Mortgage Loan Trust 2007-AHL2, Asset-Backed Pass-Through Certificates, Series 2007-AHL2, Mortgage Pass-Through Certificates

Attorney in Fact for Mercedes Gonzalez and Jose R. Perez

U.S. Bank National Association, as

www.mccurdycandler.com
Fayette County News
Publication Dates:11-06-2013, 11-13-2013, 11-20-2013, 11-27-2013
File No. 13-02498 /CONV/kandrade
THIS LAW FIRM IS ACTING AS A
DEBT COLLECTOR AND IS
ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR
THAT PURPOSE.

November 6, 13, 20, 27, 2013

McCurdy & Candler, L.L.C.

(404) 373-1612

Legal 13803

NOTICE OF SALE UNDER POWER

# GEORGIA, FAYETTE COUNTY Because of default in the paymen

Because of default in the payment of the indebtedness, secured by a Security

Deed executed by Oscar L. Fortson, Jr. to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Bank, FSB, its successors and assigns dated September 11, 2007 in the amount of \$110,000.00, and recorded in Deed Book 3298, Page 322, Fayette County, Georgia Records; as last transferred to Federal National Mortgage Association by assignment; the undersigned, Federal National

Mortgage Association pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in December, 2013, during the legal hours of sale, at the Courthouse door in Fayette County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

All that tract of land lying and being

Block D of Oak Hills Subdivision, Unit Three, as per plat recorded in Plat Book 12, Page 38, Fayette County, Georgia Records to which plat reference is made for a detailed description. which has the property address of 200 New Oak Ridge Trl, Fayetteville, Georgia, together with all fixtures and

in Land Lot 221 of the 5th District,

Fayette County, Georgia, being Lot 6,

other personal property conveyed by said deed.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said

property.

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

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

To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Oscar L. Fortson, Jr. or tenant or tenants and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Seterus, Inc. 14523 SW Millikan Way, Suite 200 Beaverton, OR 97005 Phone Number: 1-888-917-3094. The foregoing notwithstanding, nothing in O.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage

Federal National Mortgage Association Attorney in Fact for

Oscar L. Fortson, Jr.

McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Fayette County News
Publication Dates:11-06-2013, 11-132013, 11-20-2013, 11-27-2013
File No. 10-17415 /FNMA/kandrade
THIS LAW FIRM IS ACTING AS A
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DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR
THAT PURPOSE

November 6, 13, 20, 27, 2013

~ Notice ~

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Please check your ad the first day it appears.
If you find an error please contact the office immediately at (770) 461-6317

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The publisher assumes no responsiblity for errors or omissions of copy.

Liability for errors shall not exceed the cost of that por-

tion of space occu-

pied by such error.

personal property attached to and con-

Said property will be sold subject to

stituting a part of said property, if any.

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 assess-

ments, liens, encumbrances, zoning

ordinances, restrictions, covenants, and

matters of record superior to the

applied to the payment of said indebted-

ness and all expenses of said sale as

provided in said Deed, and the balance,

if any, will be distributed as provided by

(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

The property is or may be in the pos-

session of Anita H. Bohannon and

Michael J. Bohannon, successor in

THE BANK OF NEW YORK MEL-

LON FKA THE BANK OF NEW

YORK,AS TRUSTEE FOR THE

CERTIFICATEHOLDERS OF THE

CWABS, INC., ASSET-BACKED

CERTIFICATES, SERIES 2004-13

Michael J. Bohannon and Anita H.

as Attorney-in-Fact for

Bohannon

secured creditor.

interest or tenant(s).

File no. 11-024931

HASTY, LLP\*

SHAPIRO, SWERTFEGER &

Attorneys and Counselors at Law

2872 Woodcock Blvd., Suite 100

\*THE LAW FIRM IS ACTING AS A

NOTICE OF SALE UNDER

**POWER** 

Because of a default in the payment

of the indebtedness secured by a

Security Deed executed by Alwin K.

Peterson Sr. to Merrill Lynch Credit

Corporation dated December 19, 2005,

and recorded in Deed Book 2940, Page

548, Fayette County Records, said

Security Deed having been last sold,

assigned, transferred and conveyed to

Wells Fargo Bank, N.A. as Trustee for

Merrill Lynch Mortgage Investors

Trust, Series MLCC 2006-1 by

Assignment, securing a Note in the

\$532,000.00, the holder thereof pur-

suant 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 con-

tained in said Deed, will on the first

Tuesday, December 3, 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

OF LAND LYING AND BEING IN

LAND LOTS 225 & 226 OF THE

13TH DISTRICT, FAYETTE COUN-

TY, GEORGIA, BEING LOT 26,

BRIERFIELD, PHASE TWO, AS PER

PLAT RECORDED IN PLAT BOOK

32, PAGES 83-85, FAYETTE COUN-

TY. GEORGIA RECORDS, WHICH

PLAT IS INCORPORATED HEREIN

BY REFERENCE, TO HAVE AND TO

HOLD THE SAID TRACT OR PAR-

CEL OF LAND, WITH ALL AND SIN-

GULAR THE RIGHTS, MEMBERS

AND APPURTENANCES THEREOF,

TO THE SAME BEING, BELONG-

ING, OR IN ANYWISE APPERTAIN-

ING, TO THE ONLY PROPER USE,

BENEFIT AND BEHOOF OF THE

SAID GRANTEE FOREVER IN FEE

Briers Ridge, Fairburn, GA 30214,

part of said property, if any.

Said property is known as 240

ALL THAT TRACT OR PARCEL

Deed, to-wit:

SIMPLE

amount of

principal

DEBT COLLECTOR, ANY INFOR-

MATION OBTAINED WILL BE

USED FOR THAT PURPOSE.

November 6, 13, 20, 27, 2013

Atlanta, GA 30341-3941

(770) 220-2535/AS

www.swertfeger.net

Legal 13806

STATE OF GEORGIA

COUNTY OF FAYETTE

The sale will be conducted subject

The proceeds of said sale will be

Security Deed first set out above.

STATE OF GEORGIA

**POWER** 

COUNTY OF FAYETTE Because of a default in the payment public outcry to the highest bidder for cash, the property described in said

All that tract or parcel of land lying and being in Land Lot 6 of the 7th District of Fayette County, Georgia, being Lot 48, as shown on plat of survey entitled "Final Plat of Unit Two-Phase Two, Stonebriar West", prepared by R.M. Boyd & Assoc., Land Surveying and Engineering, as recorded in Plat Book 35, Pages 163-168, Fayette County, Georgia Records, subject to all covenants of record as recorded in Deed Book 1804 at Page 476 and further restrictions recorded at DB 3203, Page 111-132, which plat is incorporated herein and made a part hereof by this reference.

Deed, to-wit:

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

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcv Code and (2) to final confirmation and

secured creditor. session of Matthew H. Roberts, succes-

EverBank

as Attorney-in-Fact for Matthew H Roberts

HASTY, LLP\* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/SJ www.swertfeger.net \*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFOR-MATION OBTAINED WILL BE USED FOR THAT PURPOSE.

November 6, 13, 20, 27, 2013

Legal 13808

NOTICE OF SALE UNDER

# **POWER**

tained in that certain Security Deed from BONNIE TOATLEY A/K/A

GEORGIA, FAYETTE COUNTY By virtue of a Power of Sale con-

BONNIE G. TOATLEY AND together with all fixtures and personal property attached to and constituting a 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 indebted-

ness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by 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 pos-

session of Alwin K. Peterson, Sr., successor in interest or tenant(s). Wells Fargo Bank, N.A. as Trustee for

Merrill Lynch Mortgage Investors Trust, Series MLCC 2006-1 as Attorney-in-Fact for Alwin K. Peterson Sr.

File no. 10-004902 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 INFOR-MATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Legal 13807 NOTICE OF SALE UNDER

of the indebtedness secured by a Security Deed executed by Matthew H. Roberts to Mortgage Electronic Registration Systems, Inc. as nominee for Northstar Mortgage Group, LLP, and its successors and assigns dated July 31, 2007, and recorded in Deed Book 3286, Page 679, Fayette County Records, said Security Deed having been last sold, assigned, transferred and conveyed to EverBank by Assignment, securing a Note in the original principal amount of \$274,390.00, 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, December 3, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at

Said property is known as 345 Doe

together with all fixtures and personal

Hollow Trace, Favetteville, GA 30215,

provided in said Deed, and the balance, if any, will be distributed as provided by

applied to the payment of said indebted-

ness and all expenses of said sale as

audit of the status of the loan with the The property is or may be in the pos-

sor in interest or tenant(s).

File no. 13-043783 SHAPIRO. SWERTFEGER &

CLARENCE TOATLEY to MORT-GAGE ELECTRONIC REGISTRA-TION SYSTEMS, INC. AS NOMINEE FOR AMERICAS WHOLESALE LENDER, dated January 31, 2002, recorded February 20, 2002, in Deed Book 1815, Page 447, Fayette County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Four Hundred Thousand and 00/100 dollars (\$400,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATE-HOLDERS CWALT, INC. ALTERNA-TIVE LOAN TRUST 2005-PASS-THROUGH J1MORTGAGE CERTIFICATES, SERIES 2005-J1, there will be sold at public outcry to the

highest bidder for cash before the court-

house door of Fayette County, Georgia,

within the legal hours of sale on the first

BOOK 16, PAGE 45 FAYETTE

COUNTY RECORDS, WHICH REF-

ERENCE IS MADE FOR THE PUR-

POSE OF INCORPORATING THE

SAME AS A PART HEREIN; BEING

IMPROVED PROPERTY KNOWN AS

ACCORDING TO THE PRESENT

SYSTEM OF NUMBERING IN

ling, however the property is more com-

Said legal description being control-

FAYETTE COUNTY, GEORGIA.

MANOR

DRIVE,

ing described property:

OAK

Tuesday in December, 2013, all property described in said Security Deed including but not limited to the follow-ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 151 AND 170 OF THE 5TH DISTRICT OF FAYETTE COUN-TY, GEORGIA; BEING KNOWN AS LOT 7, THE OAKS, FORMERLY FERNTREE FOREST, UNIT ONE AS PER PLAT RECORDED AT PLAT

is" basis without any representation, warranty or recourse against the abovenamed or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of

monly known as 105 OAK MANOR matters of record superior to said DRIVE, FAYETTEVILLE, GA Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is Mary E Casey-Bey, ESTATE AND OR HEIRS-AT LAW MARY E. CASEY-BEY, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and Company, as Trustee of the Residential audit of the status of the loan with the holder of the Security Deed. The entity having full authority to

negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, PTX-A-274, Plano, TX 75024, Telephone Number: 800-846-2222.

HSBC BANK USA, NATIONAL ASSOCIATION as Attorney in Fact for MARY E CASEY-BEY Attorney Contact: Rubin Lublin, LLC,

3740 Davinci Court, Suite 150,

Peachtree Corners, GA 30092

Telephone Number: (877) 813-0992 Case No. BAC-12-01574-11 www.rubinlublin.com/property-listings.php THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION

OBTAINED WILL BE USED FOR THAT PURPOSE. November 6, 13, 20, 27, 2013

# **POWER**

NOTICE OF SALE UNDER

COUNTY OF FAYETTE Under and by virtue of the Power of

STATE OF GEORGIA

Legal 13810

Sale contained in a Security Deed given by Peter Tuovo to Mortgage Electronic Registration Systems, Inc., as Nominee Market Street Mortgage Corporation, dated October 25, 2004, recorded on November 2, 2004 in Deed Book 2638, Page 296-311, Fayette County, Georgia Records, said Security Deed having been last sold, assigned, transferred and conveyed to Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2005-A5, Mortgage Pass-Through Certificates, Series 2005-E under the Pooling and Servicing Agreement dated April 1, 2005, the secured creditor, by Assignment conveying the after-described property to secure a Note in the original principal amount of Four Hundred Eighty-One Thousand Nine Hundred Fifty and 00/100 DOLLARS (\$481,950.00), with interest thereon as set forth therein, 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 December 3, 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 Land Lot 230 of the 13th District of Fayette County, Georgia, being Lot 22 of Providence Subdivision as recorded in Plat Book 34, Pages 196-200, Fayette County, Georgia records, revised in Plat Book 37, Pages 27 and Favette County. Georgia records reference to which plat is hereby made for a more accurate description of the metes and bounds of said Lot 22. Said property is known as 120 Holly

Amber Lane, Fairburn, GA 30213, together with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold as the

property of Peter Tuoyo, the property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Peter Tuoyo or a tenant or tenants. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet 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 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. 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 of the audit of the status of the loan as provided immediately above. 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, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as provided by law. Pursuant to O.C.G.A. 44-14-162.2,

the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage on behalf of the secured creditor, Deutsche Bank National Trust Company, as Trustee of

the Residential Asset Securitization

Trust 2005-A5, Mortgage Pass-

Through Certificates, Series 2005-E

under the Pooling and Servicing Agreement dated April 1, 2005, is as follows: IndyMac Mortgage Services, a Division of OneWest Bank, 888 East Walnut Street, Pasadena, CA 91101, 1-877-908-4357. The foregoing notwithstanding, nothing in O.C.G.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument. Deutsche Bank National Trust

Series 2005-E under the Pooling and Servicing Agreement dated April 1, as Attorney in Fact for Peter Tuoyo Morris|Hardwick|Schneider, LLC 1303 Hightower Trail, Suite 315 Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net

Asset Securitization Trust 2005-A5,

Mortgage Pass-Through Certificates,

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. November 6, 13, 20, 27, 2013

Legal 13811

**POWER** 

NOTICE OF SALE UNDER

### STATE OF GEORGIA

COUNTY OF FAYETTE Under and by virtue of the Power of

Sale contained in a Security Deed given by Raymond Rampersad to Mortgage Electronic Registration Systems, Inc., as nominee for IndyMac Bank, F.S.B., a federally chartered savings bank, dated August 20, 2007, recorded on August 22, 2007 in Deed Book 3286, Page 74, Favette County, Georgia Records, said Security Deed having been last sold, assigned, transferred and conveyed to OneWest Bank, FSB, the secured creditor, by Assignment conveying the afterdescribed property to secure a Note in the original principal amount of One Hundred Thirty-One Thousand Nine Hundred Twenty and 00/100 DOL-LARS (\$131,920.00), with interest thereon as set forth therein, 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 December 3, 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 Land Lot 35 of the 7th District of Fayette County, Georgia, being Lot 10 of Platinum Ridge, per plat recorded in Plat Book 40, Pages 94-98, in the Office of the Clerk of the Superior Court of Fayette County, Georgia, which plat is incorporated herein by reference.

Said property is known as Lot 10 Platinum Ridge Point, Fayetteville, GA 30215, together with all fixtures and personal property attached to and constituting a part of said property, if

Said property will be sold as the

property of Raymond Rampersad, the property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Raymond Rampersad or a tenant or tenants. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet 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 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

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 of the audit of the status of the loan as provid-

The debt secured by said Security

loan with the holder of the 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, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the terms of the Note secured by said Deed. The balance, if any, will be distributed as provided by law.

ed immediately above.

Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage on behalf of the secured creditor, OneWest Bank, FSB, is as follows: OneWest Bank, FSB, P. O. Box 4045, Kalamazoo, MI 49003, 800-781-7399. The foregoing notwithstanding, nothing in O.C.G.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.

> as Attorney in Fact for Raymond Rampersad

OneWest Bank, FSB

1303 Hightower Trail, Suite 315 Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Morris|Hardwick|Schneider, LLC

November 6, 13, 20, 27, 2013

# **POWER** STATE OF GEORGIA

NOTICE OF SALE UNDER

Legal 13804

6*B* 

gpn11

1. Foreclosures

COUNTY OF FAYETTE Because of a default in the payment of the indebtedness secured by a Security Deed executed by Frank

Nattiel and Sheila Nattiel to New Century Mortgage Corporation dated January 20, 2006, and recorded in Deed Book 2952, Page 506, and Deed Book 3625, Page 737, Fayette County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2006-HE3 by Assignment, securing a Note in the original principal amount of \$352,000.00, 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, December 3, 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 Land Lot 119 of the 7th District, Fayette County, Georgia, being

County, Georgia Records, which plat is hereby incorporated and made a part hereof by reference. Said property is known as 105 Devonshire Place, Tyrone, GA 30290, together with all fixtures and personal property attached to and constituting a part of said property, if any.

Lot 64, of the Estates Subdivision,

Phase Four A, as per plat recorded at

Plat Book 32, Pages 99-101, Fayette

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.

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 The sale will be conducted subject

The proceeds of said sale will be

(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 The property is or may be in the possession of Frank Nattiel and Sheila

Nattiel, successor in interest or ten-Deutsche Bank National Trust

HE3 as Attorney-in-Fact for

Stanley ABS Capital I Inc. Trust 2006-

Company, as Trustee for Morgan

Frank Nattiel and Sheila Nattiel File no. 07-5578 SHAPIRO, SWERTFEGER & HASTY, LLP\*

Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/KMM www.swertfeger.net \*THE LAW FIRM IS ACTING AS A

DEBT COLLECTOR. ANY INFOR-MATION OBTAINED WILL BE USED FOR THAT PURPOSE.

November 6, 13, 20, 27, 2013

#### gpn11 Legal 13805

COUNTY OF FAYETTE

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

Because of a default in the payment

of the indebtedness secured by a Security Deed executed by Michael J. Bohannon and Anita H. Bohannon to Mortgage Electronic Registration Systems, Inc. as nominee for Full Spectrum Lending, Inc., and its successors and assigns dated October 22, 2004, and recorded in Deed Book 2638. Page 144, Fayette County Records, said Security Deed having been last sold, assigned, transferred and conveyed to THE BANK OF NEW YORK MEL-

LON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CER-TIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2004-13 by Assignment, securing a Note in the original principal amount of \$310,000.00, 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, December 3, 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

OF LAND LYING AND BEING IN LAND LOT 229, 13TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING LOT 192, COUNTRY LAKE SUBDIVISION, PHASE VIII, AS PER PLAT RECORDED IN PLAT BOOK 24, PAGE 81, FAYETTE COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFER-ENCE FOR A MORE DETAILED

ALL THAT TRACT OR PARCEL

Deed, to-wit:

DESCRIPTION. Said property is known as 160 Fiddlers Ridge, Fayetteville, GA 30214, together with all fixtures and 30214.

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 o t 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 (notice to

collect same having been given) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold on an "asis" basis without any representation,

warranty or recourse against the abovenamed or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority: matters which would be disclosed by an accurate survey or by an inspection of the property: all zoning ordinances: assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and

party in possession of the property is BONNIE TOATLEY A/K/A BONNIE TOATLEY AND CLARENCE TOATLEY, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy

Code and (2) to final confirmation and

audit of the status of the loan with the holder of the Security Deed. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss

Drive, PTX-A-274, Plano, TX 75024, Telephone Number: 800-846-2222. THE BANK OF NEW YORK MEL-LON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CER-TIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-J1MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-J1

as Attorney in Fact for

TOATLEY

Mitigation Dept., 7105 Corporate

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Corners, GA 30092 Telephone Number: (877) 813-0992 Case No. BAC-12-02995-9 www.rubinlublin.com/property-list-

BONNIE TOATLEY A/K/A BONNIE

G. TOATLEY AND CLARENCE

ings.php THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

November 6, 13, 20, 27, 2013

Legal 13809 NOTICE OF SALE UNDER

**POWER** GEORGIA, FAYETTE COUNTY By virtue of a Power of Sale con-

tained in that certain Security Deed from Mary E Casey-Bey to Mortgage Electronic Registration Systems, Inc. as nominee for WMC MORTGAGE CORP., dated November 21, 2006, recorded November 30, 2006, in Deed Book 3138 Page 394-412 Favette County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Seventy-Nine Thousand Nine Hundred Twenty and 00/100 dollars (\$279,920.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to HSBC BANK USA, NATIONAL ASSOCIA-TION, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Fayette County, Georgia, within the legal hours of sale on the first Tuesday in December, 2013, 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 LAND LOT 158 OF THE 5TH DIS-TRICT, FAYETTE COUNTY, GEOR-GIA, BEING LOT 4, PINE LAKE ESTATES SUBDIVISION, AS MORE PARTICULARLY SHOWN AND DELINEATED BY THAT CERTAIN PLAT OF SURVEY RECORDED IN PLAT BOOK 29, PAGE 176-180, FAYETTE COUNTY, GEORGIA RECORDS, WHICH SAID PLAT OF SURVEY IS INCORPORATED HEREIN AND MADE A PART HERE-OF BY REFERENCE FOR A MORE COMPLETE DESCRIPTION, AND BEING KNOWN AS 140 POINTER RIDGE TRAIL, FAYETTEVILLE, GEORIGA 30214 TAX/PARCEL #053507001

monly known as 140 Pointer Ridge Trail, Fayetteville, GA 30214. The indebtedness secured by said Security Deed has been and is hereby

declared due because of default under

ling, however the property is more com-

Said legal description being control-

the terms of said Security Deed and Note. 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 (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed Said property will be sold on an "as-

the property; all zoning ordinances;

assessments; liens; encumbrances;

restrictions; covenants, and any other

Records, as last transferred to CITI-

MORTGAGE, INC. by assignment

recorded in Deed Book 4085, Page 127,

FAYETTE County, Georgia Records,

said Deed to Secure Debt having been

given to secure a Note dated March 15,

2006 in the original principal sum of

THREE HUNDRED FOUR THOU-

SAND AND 0/100 DOLLARS

(\$304,000.00), with interest from date

at the rate stated in said Note 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 FAYETTE County,

Georgia, within the legal hours of sale

on the first Tuesday in December, 2013,

OF LAND LYING AND BEING IN

LAND LOT 191 OF THE 5TH DIS-

TRICT, FAYETTE COUNTY, GEOR-

GIA, BEING LOT 12, OF BEVERLY

MANOR ESTATE SUBDIVISION.

SECTION 14, AS PER PLAT

RECORDED AT PLAT BOOK 17,

PAGE 13. FAYETTE COUNTY

GEORGIA RECORDS, WHICH PLAT

IS HEREBY INCORPORATED AND

MADE A PART HEREOF BY REFER-

and incorporated herein by refer-

ence. To the best of the knowledge and

belief of the undersigned, the party in

possession of the property is SHAUN I.

LAIN and SHANNON LAIN or a ten-

ant or tenants. Said property is more

commonly known as: 260 CAMELOT

DR, FAYETTEVILLE, GA 30214-

Secure Debt has been and is hereby

declared due because of, among other

possible events of default, non-payment

of the monthly installments on said

loan. The debt remaining in default, this

sale will be made for the purpose of

The individual or entity that has full

paying the same and all expenses of this

authority to negotiate, amend, and mod-

ify all terms of the loan is CITIMORT-

GAGE, INC., 5280 CORPORATE DR.

FREDERICK, MD 21703-8351; (866)

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 assess-

ments, liens, encumbrances, zoning

ordinances, restrictions, covenants, and

matters of record superior to the

(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

property of SHAUN I. LAIN and

Said property will be sold as the

CITIMORTGAGE, INC.

As Attorney-in-Fact for

SHAUN I. LAIN

SHANNON LAIN

holder of the Security Deed.

Phelan Hallinan & Jones, LLC

303 Perimeter Center North, Suite 800

This law firm is acting as a debt col-

lector. Any information obtained will

**Notice of Sale Under Power** 

Under and by virtue of the Power of

Sale contained in a Deed to Secure Debt

given by NAILAH MALAK to MORT-

GAGE ELECTRONIC REGISTRA-

TION SYSTEMS, INC., AS NOMI-

NEE FOR NEW CENTURY MORT-

GAGE CORPORATION, dated

DECEMBER 15, 2006, and recorded in

Deed Book 3152, Page 726, Fayette

County, Georgia records, AS LAST

TRANSFERRED TO DEUTSCHE

BANK NATIONAL TRUST COMPA-

NY, AS TRUSTEE FOR SECURI-

TIZED ASSET BACKED RECEIV-

ABLES LLC TRUST 2007-BR2,

MORTGAGE PASS-THROUGH CER-

TIFICATES, SERIES 2007-BR2 BY

ASSIGNMENT RECORDED IN

DEED BOOK 3800, PAGE 96,

FAYETTE COUNTY, GEORGIA

RECORDS, conveying the after-

described property to secure a Note of

even date in the original principal

amount of \$356,123.00, 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 Fayette County,

Georgia, within the legal hours of sale

on the first Tuesday in December, 2013,

to wit: December 03, 2013, the follow-

OF LAND LYING AND BEING IN

LAND LOT 141 & 116 OF THE 7TH

DISTRICT, FAYETTE COUNTY,

GEORGIA AND BEING LOT 95,

SOUTHAMPTON SUBDIVISION,

PHASE IV, AS PER PLAT RECORD-

ED AS PLAT BOOK 37, PAGES 156-

158, FAYETTE COUNTY, GEORGIA

RECORDS AND BEING INCORPO-

RATED HEREIN AND MADE A

PART HEREOF BY REFERENCE

AND MORE COMMONLY KNOWN

AS 103 BANKS WAY COURT,

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

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 Deed to Secure Debt

Debt.

to Secure

The debt secured by said Deed to

TYRONE, GEORGIA.

Deed

ALL THAT TRACT OR PARCEL

ing described property:

SHANNON LAIN.

Atlanta, GA 30346

Fax: 770-393-4310

Legal 13814

Telephone: 770-393-4300

be used for that purpose.

Georgia, Favette County

November 6, 13, 20, 27, 2013

The sale will be conducted subject

Security Deed first set out above.

Said property will be sold subject to

sale, including attorney's fees.

The debt secured by said Deed to

ALL THAT TRACT OR PARCEL

the property described on

7B

#### 1. Foreclosures

gpn11 Legal 13812

#### NOTICE OF SALE UNDER **POWER**

STATE OF GEORGIA COUNTY OF FAYETTE

Under and by virtue of the power of sale contained with that certain Deed to

Secure Debt dated April 24, 2009, from Mary Alice Martin to American General Financial Services, Inc. (DE), recorded on April 26, 2009 in Deed Book 3513 at Page 501-506, Fayette County, Georgia Records, having been last sold, assigned, transferred and conveyed to Springleaf Financial Services, Inc., Formerly Known As American General Financial Services, Inc., D/b/a American General Financial Services (de), Inc. by Assignment and said Deed to Secure Debt having been given to secure a note dated April 24, 2009, in the amount of \$98,854.36, said note being in default, the undersigned will sell at public outcry during the legal

hours of sale before the door of the

courthouse of Fayette County, Georgia, on December 3, 2013, the following described real property (hereinafter referred to as the "Property"): ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 135 OF THE 5TH DIS-TRICT OF FAYETTE COUNTY. GEORGIA, BEING PART OF LOT 36 AND ALL OF LOT 37, BLOCK B, SUNNYDALE ACRES SUBDIVI-SION, AS PER PLAT RECORDED IN PLAT BOOK 1, PAGE 177, FAYETTE COUNTY, GEORGIA RECORDS. BEGINNING AT AN IRON PIN ON THE WEST RIGHT OF WAY MAR-GIN OF PINE STREET 205 FEET FROM THE INTERSECTION OF THE SOUTH RIGHT OF WAY MAR-GIN OF LAKE VIEW CIRCLE AND THE WEST RIGHT OF WAY MAR-GIN OF PINE STREET (40 FOOT RIGHT OF WAY), FROM SAID

POINT OF BEGINNING: RUN

THENCE SOUTH ALONG THE

WEST RIGHT OF WAY MARGIN OF

PINE STREET 150.0 FEET TO THE

CENTER LINE OF A BRANCH; RUN

THENCE SOUTH, SOUTHWESTER-

LY, ALONG THE CENTER LINE OF

SAID BRANCH AND FOLLOWING

THE MEANDERINGS THEREOF A

DISTANCE OF 160.0 FEET TO AN

IRON PIN; RUN THENCE NORTH 0

DEGREES 45 MINUTES EAST 250.0

FEET TO AN IRON PIN; RUN

THENCE SOUTH 89 DEGREES, 15

MINUTES EAST 155.0 FEET TO AN IRON PIN AND THE POINT OF The debt secured by the Deed to Secure Debt and evidenced by the Note and has been, and is hereby, declared due and payable because of, among other possible events of default, failure to make the payments as required by the terms of the Note. The debt remaining is in default and this sale will be made for the purposes of paying the Deed to Secure Debt, accrued interest, and all expenses of the sale, including attorneys' fees. Notice of intention to collect attor-

neys' fees has been given as provided by law. To the best of the undersigned's knowledge, the person(s) in possession of the property is/are Mary Alice Martin. The property, being commonly known as 105 Pine Street.,

Fayetteville, GA 30214 in Fayette County, will be sold as the property of Mary Alice Martin, subject to any outstanding ad valorem taxes (including taxes which are a lien and not yet due and payable), any matters affecting title to the property which would be disclosed by accurate survey and inspection thereof, and all assessments, liens, encumbrances, restrictions, covenants, and matters of record to the Deed to Pursuant to O.C.G.A.Section 44-14-

number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows: Springleaf Financial Services, Inc., 601 NW Second Street, Evansville, IN 47708, 812-492-2128. The foregoing notwithstanding, nothing in O.C.G.A. Section 44-14-

162.2, the name, address and telephone

162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument. The sale will be conducted subject

(1) to confirmation that the sale is not prohibited under U.S. Bankruptcy code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.

Albertelli Law Attorney for Springleaf Financial Services, Inc., Formerly Known As American General Financial Services, Inc., D/b/a American General Financial Services (de), Inc. as Attorney in Fact for

James O. Martin and Mary A. Martin 100 Galleria Parkway, Suite 960

Atlanta, GA 30339 Phone: (866) 690-0418 A-4424844

Legal 13813

November 6, 13, 20, 27, 2013

#### NOTICE OF SALE UNDER **POWER**

STATE OF GEORGIA

SYSTEMS, INC. AS NOMINEE FOR

CITIMORTGAGE, INC. dated March

15, 2006, filed for record March 31,

2006, and recorded in Deed Book 2983,

Page 496, FAYETTE County, Georgia

REGISTRATION

COUNTY of FAYETTE By virtue of the power of sale contained in that certain Deed to Secure Debt from SHAUN I. LAIN and SHANNON LAIN to MORTGAGE

ELECTRONIC

and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property is commonly known as 103 BANKS WAY COURT, TYRONE, GA 30290, together with

all fixtures and personal property attached to and constituting a part of property. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): NAILAH MALAK or tenant or 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

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

prohibited under the U.S. Bankruptcy

Code; (2) O.C.G.A. Section 9-13-172.1;

and (3) final confirmation and audit of

Pursuant to O.C.G.A. Section 44-14-162.2, the entity that has full authority to negotiate, amend and modify all terms of the mortgage with the debtor Ocwen Loan Servicing, LLC

audit of the status of the loan as provid-

ed in the preceding paragraph.

Attention:

Debt described herein.

Department 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Facsimile: 1-407-737-5693

Home Retention

The foregoing notwithstanding, nothing in O.C.G.A. Section 44-14-162.2 shall be construed to require the secured creditor to negotiate, amend or modify the terms of the Deed to Secure

This sale is conducted on behalf of

TRUST COMPANY, AS TRUSTEE

FOR SECURITIZED ASSET

the secured creditor under the power of sale granted in the aforementioned security instrument, specifically being DEUTSCHE BANK NATIONAL

BACKED RECEIVABLES LLC TRUST 2007-BR2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BR2 as attorney in fact for NAILAH MALAK Richard B. Maner, P.C. 5775 Glenridge Drive

Building D, Suite 100 Atlanta, GA 30328 (404)252-6385 THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. AFC13-742

gpn11 Legal 13815

# **POWER**

NOTICE OF SALE UNDER

November 6, 13, 20, 27, 2013

STATE OF GEORGIA COUNTY OF FAYETTE WHEREAS, MRE-HIPC, LLC, a Georgia limited liability company ("Borrower"), did execute and deliver to Morgan Stanley Mortgage Capital Inc., a New York corporation ("Original Lender"), that certain Deed to Secure Debt and Security Agreement (the "Security Deed"), made as of October 13, 2005, filed October 17, 2005 in Deed Book 2881, beginning at Page 521, with the Clerk of the Superior Court of Fayette County, Georgia (the "Favette County Records"), as such Security Deed was granted, bargained, sold, conveyed, assigned, transferred and set over by Original Lender to Wells Fargo Bank, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 2006-C1 ("Interim Holder"), pursuant to that certain Assignment of Deed to Secure Debt and Security Agreement and Assignment of Assignment of Leases and Rents, filed April 25, 2006 in Deed Book 2999, beginning at Page 320, in the Favette County Records, and as such Security Deed was further granted, bargained, sold, conveyed, assigned, transferred and set over by Interim Holder to 203 Newgate Road Holdings, LLC, a Maryland limited liability company ("Holder") pursuant to that certain Assignment of Deed to Secure Debt and Security Agreement and Assignment of Assignment of Leases and Rents, recorded or to be recorded in the Fayette County Records (said Security Deed, as so assigned, being hereinafter

called the "Security Instrument"); and WHEREAS, under and pursuant to the Security Instrument, Borrower did thereby irrevocably demise, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Holder (as successor and assign of Original Lender), and grant a security interest to Holder in, the following property, rights, interests and estates then owned, or thereafter acquired by Borrower (collectively, the (a)Land. The real property described as follows (the "Land"):

All that certain real property situated

in the County of Fayette, State of Georgia, described as follows: To reach the true Point of Beginning

commence at a point being the intersection of the northerly right of way of way of Newgate Road North 35;06'45" East a distance of 180.00 feet to a 1/2" rebar found and the true Point of Beginning; from point thus established and running North 54;44'58" West a distance of 349.56 feet to a 1/2" rebar found on the southerly right of way of Highway 74 (variable right of way); thence along said right of way of Highway 74 North 35;20'42" East a distance of 54.98 feet to a 1/2" rebar found; thence along said right of way of Highway 74 North 38;07'00" East a distance of 264.97 feet to a 1/2" rebar found; thence leaving said right of way and running South 54;44'48" East a distance of 248.35 feet to a 1/2" rebar found on the northerly right of way of aforementioned Newgate Road; thence along said right of way the following courses: along a curve to the left an arc distance of 56.99 feet (said curve having a radius of 652.29 feet; a chord bearing of South 08;38'11" West and a chord distance of 56.97 feet) to a point: thence South 06;08'01" West a distance of 54.98 feet to a point; thence along a curve to the right an arc distance of 141.44 feet (said curve having a radius of 280.12 feet; a chord bearing of South 20;35'56" West and a chord distance of 139.94 feet) to a point; thence South 35;06'45" West a distance of 85.25 feet to the Point of Beginning; said property

Newgate Road (60' R/W) and the east-

erly right of way of Georgian Park

(130' R/W); thence along said right of

may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of the Security (c)Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements then or thereafter erected or located on the Land (the

(b)Additional Land. All additional

lands, estates and development rights

thereafter acquired by Borrower for use

in connection with the Land and the

development of the Land and all addi-

tional lands and estates therein which

contains 2.345 acres;

"Improvements"); (d)Easements. All easements, rightsof-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liber-

ties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way then or thereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, to commence any action or proceeding dower and rights of dower, curtesy and to protect the interest of Holder in the rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in

and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto: (e)Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications, elevator fixtures. beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, Instrument), to receive and collect any foodcarts, cookware, dry cleaning facilsums payable to Borrower thereunder; (m)Intangibles. All trade names, ities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, potted plants, stoves, ranges, refrigerators, laundry machines, of the Property; and dishwashers, garbage disposals, washers and dryers and other customary rights of Borrower in and to the items hotel equipment) and other property of every kind and nature whatsoever (m) above owned by Borrower, or in which WHEREAS, the Borrower then had or shall thereafter have an interest, then or thereafter located upon the Land and the

Improvements, or appurtenant thereto,

and usable in connection with the pres-

ent or future operation and occupancy

of the Land and the Improvements and

all building equipment, materials and

supplies of any nature whatsoever

owned by Borrower, or in which

Borrower then had or shall thereafter

have an interest, then or thereafter

located upon the Land and the

Improvements, or appurtenant thereto,

or usable in connection with the present

or future operation and occupancy of

the Land and the Improvements (collec-

tively, the "Personal Property"), and the

right, title and interest of Borrower in

and to any of the Personal Property

which may be subject to any security

interests, as defined in the Uniform

Commercial Code, as adopted and

enacted by the state or states where any

of the Property is located (the "Uniform

Commercial Code"), and all proceeds

leases and other agreements affecting

the use, enjoyment or occupancy of the

Land and/or the Improvements thereto-

fore or thereafter entered into and all

extensions, amendments and modifica-

tions thereto, whether before or after the

filing by or against Borrower of any

petition for relief under 11 U.S.C. §101

et seq., as the same may be amended

from time to time (the "Bankruptcy

Code") (the "Leases") and all right, title

and interest of Borrower, its successors

and assigns therein and thereunder,

including, without limitation, any guar-

(f)Leases and Rents. All leases, sub-

and products of the above;

Instrument, specifically including, without limitation, the failure by Borrower to timely make the monthly payments of principal and interest and other sums due under the Note, the Security Instrument or Other Security Documents (as defined in the Security Instrument) which were due and owing;

defaults and Events of Default, the entire unpaid Debt has been, and is hereby, accelerated and declared immediately due and payable, and the Security Instrument has become, is, and is hereby subject to foreclosure as provided by law, the Note and the Security Instrument; and WHEREAS, prior to the consumma-

tion of the exercise of the power of sale contained in the Security Instrument and the consummation of the foreclosure sale of the Property, the Escrow Fund (as defined in the Security Instrument), and any and all other funds, cash, letters of credit and other sums, if any, held by Holder for or on behalf of Borrower, in escrow, in reserve or in other accounts established under the Note, the Security Instrument or any Other Security Document, for

and bonuses) from the Land and the Improvements, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations then existing or thereafter arising or created out of the sale. lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges and vending machine sales, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases, and the right to receive and apply the Rents to the payment of the Debt (as defined in the Security

revenues, issues and profits (including

all oil and gas or other mineral royalties

insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property; (h)Condemnation Awards. All awards or payments, including interest thereon, which may theretofore and thereafter be made with respect to the

Property, whether from the exercise of

the right of eminent domain (including

but not limited to any transfer made in

lieu of or in anticipation of the exercise

of the right), or for a change of grade, or

for any other injury to or decrease in the

(g)Insurance Proceeds. All proceeds

of and any unearned premiums on any

value of the Property; (i)Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction; (j)Conversion. All proceeds of the conversion, voluntary or involuntary, of

any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims; (k)Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and

(1)Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, then or thereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default (as defined in the Security

trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation (n)Other Rights. Any and all other

set forth in subparagraphs (a) through Instrument secures, in part, that certain

loan (the "Loan") to Borrower made by Original Lender, as evidenced by that certain Promissory Note (the "Note"), dated October 13, 2005, payable by Borrower to Original Lender, in the original principal amount of \$5,250,000.00, which Note was endorsed and assigned to Holder; and WHEREAS, defaults and Events of Default have occurred and are continuing under the Note and the Security

WHEREAS, by reason of such

other amounts due under the Note, the Security Instrument or any Other Security Document relating to the Loan, to the extent provided in the Note, the Security Instrument or any Other Security Documents. NOW, THEREFORE, under and pursuant to the power of sale contained in the Security Instrument and according to the terms of the Security Instrument and the laws in such cases

made and provided, Holder will expose

the Property (less and except the Funds)

for sale, at public sale to the highest bid-

der, for cash on that certain first

Tuesday in December, 2013, being

December 3, 2013, during the legal

hours for sale, before the courthouse

been or shall be applied by Holder

toward payment of the Debt and any

door in Fayette County, Georgia. The Property will be sold subject to the following: 1.All outstanding taxes and assessments, and any additional taxes which result from a reassessment of the

between the Equitable Life Assurance Society of the United States and Fayette County, dated January 14, 1988, recorded January 20, 1988 in Deed Book 484, Page 347, Fayette County Records; 3.Natural Gas Line Easement Agreement from Peachtree City

Holdings, LLC to Atlanta Gas Light

Company dated May 19, 1995, recorded

May 31, 1995 in Deed Book 985, Page

764, Fayette County Records;

2.Easement Agreement by and

4.Plat recorded in at Plat Book 27, Pages 132-133, Fayette County Records, recites the following: (a)40' front building line;

(b)20' parking;

(c)10' side building lines; and (d)20' rear building line;

Plat shows (shown on Plat recorded at Plat Book 27, Pages 132-133, Lot 2,

and water easement along Highway 74; (b)50' landscape buffer along Highway 74;

Georgian Park Commercial Center):

(a)20' Utility Easement and 20' gas

(c)40' building line along Newgate

Investments-Peachtree City, LLC and

Road: and (d)Storm drain across southeast portion of lot;

5. Those restrictions found in Limited Warranty Deed between Noble

Peachtree City Holdings, L.L.C., dated January 10, 1996, filed and recorded January 11, 1996 in Deed Book 1036, Page 358, Fayette County Records; 6.All valid zoning ordinances; and 7.All other, if any, easements, limitations, reservations, covenants, restrictions, deeds to secure debt, liens and

Instrument is junior and subordinate in terms of priority under the laws of the State of Georgia. The Debt remaining in default and the aforesaid defaults and Events of Default continuing, the sale of the Property (less and except the Funds) under and pursuant to the power of sale contained in the Security Instrument will be made for the purpose of apply-

other encumbrances and matters of pub-

lic records to which the Security

suant to applicable law. The Property (less and except the Funds) will be sold on an "as is, where is" basis without recourse against Holder and without representation or warranty of any kind or nature whatsoever with respect thereto, with no assurance afforded as to the exact acreage of the Land.

To the best of Holder's knowledge

and belief, the Property (less and except

vided by Holder to Borrower in accor-

dance with said O.C.G.A. §44-14-

tion of the Property (less and except the

ing the proceeds thereof, as provided

for in the Security Instrument and pur-

the Funds) is presently owned by Borrower, subject to the aforesaid interests of Holder, and the matters set forth herein, and Borrower is the party in possession of the Property, subject to the aforesaid interests. The notice to Borrower, pursuant to O.C.G.A. §44-14-162.2, has been pro-

The undersigned may sell the Property (less and except the Funds) or any part of the Property (less and except the Funds) in such manner and order as Holder may elect and may sell that por-

Funds), which, under the laws of the State of Georgia, constitutes an estate or interest in real estate separately from that portion of the Property (less and except the Funds), which, under the laws of the State of Georgia, constitutes personalty and not an interest in the real estate, in which case separate bids will be taken therefor, or collectively in a single sale or lot, in which case a single bid will be taken therefor. Notice of the undersigned's intent shall be given by announcement made at the commencement of the public sale. The recitals set forth hereinabove are hereby incorporated in and made a part of this Notice of Sale Under Power.

203 NEWGATE ROAD HOLD-INGS, LLC, a Maryland limited liability company, as agent and attorney-infact for MRE-HIPC, LLC, a Georgia limited liability company

By: Wells Fargo Bank, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates,

Series 2006-C1, sole Member/Manager By:CWCapital Asset Management LLC, a Delaware limited liability com-

pany, solely in its capacity as Special Servicer for sole Member/Manager of Holder By: its attorney-at-law: Edwin H. Garrison/ Edwin H. Garrison, Esq.

November 6, 13, 20, 27, 2013

anties of the lessees' obligations there-Kilpatrick Townsend & Stockton LLP under, cash or securities deposited payment of taxes, assessments and 1100 Peachtree Street, Suite 2800 thereunder to secure the performance by other similar charges levied against the the lessees of their obligations thereun-Property, insurance, capital improve-Atlanta, Georgia 30309-4530 404-815-6500 der and all rents, additional rents, early ments, replacements, tenant improvetermination fees and payments and ments, leasing commissions or otherother termination fees and payments,

wise (collectively, the "Funds") have

Fayette County News/Today in Peachtree City

# 1. Foreclosures

gpn11 Legal 13816

8B

#### NOTICE OF SALE UNDER **POWER**

GEORGIA, FAYETTE COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPT-ING 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 D. BRENT, LLC to FIRST CHOICE COMMUNITY BANK, dated January 28, 2008, recorded in Deed Book 3360, Pages 63-71,last modified by Modification recorded in Deed Book 3551, Page 291 and assigned to Bank of the Ozarks, as Successor in Interest to, and Assignee of, The Federal Deposit Insurance Corporation, as Receiver of First Choice Community Bank by Assignment recorded in Deed Book 3784, Pages 31-40, Fayette County, Georgia Records, conveying the afterdescribed property to secure two Notes in the total amount of One Million Seven Hundred Sixty Thousand Sixteen Dollars and 24/100 (\$1.760.016.24) 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 Favette County, Georgia, within the legal hours of sale on the first Tuesday in December, 2013 the following described property:

All that tract or parcel of land lying and being in Land Lot 155 of the 7th District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows: BEGINNING at an iron pin set at

the Land Lot corner common to Land

Lots 155, 156, 166 and 167; thence

TRACT A

along the Land Lot line common to Land Lots 155 and 167 North 00?53'45" East, a distance of 1543.70 feet to an iron pin set; thence South 88?50'15" East, a distance of 183.92 feet to an iron pin set on the westerly right-of-way of the CSX Railroad (R/W Varies - 100' right-of-way at this point); thence along said right-of-way the following calls: South 20?20'43" East, a distance of 178.88 feet to a point; thence 234.06 feet along a curve to the right, said curve having a chord of South 18?53'30" East 234.03 feet and radius of 4612.78 feet to a point; thence South 72?33'43" West, a distance of 25.00 feet to a point (said right-of-way being 150' at this point); thence 92.32 feet along a curve to the right, said curve having a chord of South 16?51'42" East 92.31 feet and a radius of 4587.78 feet to a point; thence 425.73 feet along a curve to the right, said curve having a chord of South 10?30'39" East 425.51 feet and a radius of 3795.46 feet to a point; thence South 06?56'56" East, a distance of 68.24 feet to a point; thence North 83?03'04" East, a distance of 25.00 feet to a point (said right-of-way being 100' at this point); thence South 06?56'56" East, a distance of 351.99 feet to a point: thence South 06?48'53" East, a distance of 232.85 feet to an iron pin set on the Land Lot line common to Land Lots 155 and 156; thence along said Land Lot line North 89?02'16" West a distance of 529.90 feet to an iron pin set, being the POINT OF BEGINNING.

All that tract or parcel of land lying

Sais tract contains 13.756 acres of

and being in Land Lot 155 of the 7th District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin set a the Land Lot corner common to Land Lots 155, 156, 166 and 167; thence along the Land Lot line common to Land Lots 155 and 156 South 89?02'16" East, a distance of 630.83 feet to an iron pin set on the easterly right-of-way of the CSX Railroad (R/W Varies - 100' right-ofway at this point) and the TRUE POINT OF BEGINNING; thence along said right-of-way the following calls: North 06?48'53" West, a distance of 246.62 feet to a point; thence North 06?56'56" West, a distance of 352.11 feet to a point; thence North 83?03'04" East, a distance of 25.00 feet to a point (said right-of-way being 150' at this point); thence North 06?56'56" West, a distance of 68.69 feet to a point; thence 363.58 feet along a curve to the left, said curve having a chord of North 09?55'50" West 363.45 feet and a radius of 3945.46 feet to an iron pin set at the intersection of the easterly rightof-way of the CSX Railroad and the westerly right-of-way of Senoia Road (80' R/W); thence along the westerly right-of-way of Senoia Road the following calls: South 20?25'15" East, a distance of 75.44 feet to a point; thence 411.40 feet along a curve to the right, said curve having a chord of South 16?40'48" East 411.10 feet and a radius of 3150.58 feet to a point; thence 466.55 feet along a curve to the right, said curve having a chord of South 07?46'03" East 466.07 feet and a radius of 2955.90 feet to a point; thence South 02?54'32" East, a distance of 99.03 feet to an iron pin set on the Land Lot line common to Land Lots 155 and 156: thence along said Land Lot line North 89?02'16" West a distance of 94.31 feet to an iron pin set, being the TRUE

POINT OF BEGINNING. Said tract contains 1.723 acres of 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 said

Security Deed and by law, including attorneys fees (notice of intent to collect attorneys 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. Pursuant to O. C. G. A. §44-14-

162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above described mortgage is as follows: BANK OF THE OZARKS, 17901CHENAL PARKWAY LITTLE ROCK, ARKANSAS 72223 Telephone: 229-242-7758. The foregoing notwithstanding, nothing in O. C. G. A.§44-14-162.2 shall be construed to require BANK OF THE OZARKS to negotiate, amend or modify the terms of the Deed to Secure Debt described herein. To the best knowledge and belief of

the undersigned, the party in possession of the property is D. BRENT, LLC or a tenant or tenants. The sale will be conducted subject

(1) to confirmation that the sale is not

prohibited under the U S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. This the 29th day of October, 2013.

BANK OF THE OZARKS, AS SUC-

CESSOR IN INTEREST TO, AND

ASSIGNEE OF, THE FEDERAL

DEPOSIT INSURANCE CORPORA-TION, AS RECEIVER OF FIRST CHOICE COMMUNITY BANK AS ATTORNEY IN FACT FOR D. BRENT, LLC DAVID M. WOLFSON, P.C. Attorney at Law

November 6, 13, 20, 27, 2013

1010 Williams Street

State Bar No: 773395

Valdosta, GA 31601

(229) 257-0080

NOTICE OF SALE

Legal 13817

#### STATE OF GEORGIA

FAYETTE COUNTY By virtue of a Power of Sale contained in the Deed to Secure Debt from Deidre Ellington and Jody Marsh to Capital Mortgage Corporation, First Financial Funding, Inc. and Prime Equity Lending, Inc., dated January 3, 2013, recorded February 18, 2013 in Deed Book 4015, Page 679, as transferred and assigned by Collateral Assignment of Promissory Note and Security Agreement to Brookhaven Bank from Capital Mortgage Corporation, First Financial Funding, Inc. and Prime Equity Lending, Inc., dated January 3, 2013, recorded April 10. 2013 in Deed Book 4039, Page 245 as further transferred and assigned by Transfer and Assignment to Capital Mortgage Corporation, First Financial Funding, Inc. and Prime Equity Lending, Inc. from Brookhaven Bank, dated \_\_\_\_\_, recorded \_\_\_\_\_, in Deed Book \_, Page \_\_\_, Fayette County, Georgia records, given to secure three Notes dated January 3, 2013 in the collective original principal amount of One Hundred Ninety One Thousand Nine Hundred Sixty Five and 50/100 (\$191,965.50) Dollars with interest as provided therein on the unpaid balance until paid; there will be sold at public outcry to the highest and the best bidder for cash before the Courthouse door of Fayette County, Georgia, within the legal hours of sale on the first Tuesday in December, 2013, the following

All that tract or parcel of land lying and being in Land Lot 222 of the 13th Land District of Favette County. Georgia, embraced by plat of C. E. Lee dated February 10, 1975 and recorded in Plat Book 9, Page 4, records of Favette County, Georgia, and in accordance with said plat being more particularly described as follows:

described property:

Beginning at a point located North, 89 degrees 10 minutes East, as measured along the North line of Land Lot 222 aforesaid a distance of 60 feet from the northwest corner of said Land Lot 222 (said point being the northeast corner of a tract conveyed by Silas L. Phillips to Michael Scharko by deed dated July 3, 1976 and recorded in Deed Book 150, Page 761, records of Fayette County, Georgia); running thence North 89 degrees 10 minutes East, 1,570 feet, as measured along the North line of said Land Lot 222. to an iron pin at a corner; thence South, 3 degree 17 minutes East, 75.9 feet to the North corner of a triangularly-shaped tract conveyed by Mrs. Margaret Banks Queen to Silas L. Phillips by deed dated January 20, 1977, and recorded in Deed Book 158 at Page 546, said records; thence South, 11 degrees 29 minutes East, 703.7 feet to a point on the northwesterly margin of the right-of-way 80 feet in width for an improved public road known as West Bridge Road; thence southwestwardly, as measured along and following the curvature of the northwesterly margin of said West Bridge Road, a distance of 125 feet to an iron pin located South 83 degrees 57 minutes West, 160.5 feet from the last referenced point on the northwesterly margin of West Bridge Road: thence northwestwardly and southwesterly, as measured along the northerly and northeasterly margin of

the right-of-way of West Bridge Road,

for the respective courses and distances

shown on the abovereferenced plat, an

aggregate of 1,269.1 feet to a point at

the intersection of a segment of the

North line of said lands conveyed

Scharko with said margin of said rightof-way: thence North 66 degrees 4 minutes West, as measured along said segment of the boundary of the said Scharko tract, 560 feet to a corner; thence North 4 degrees 34 minutes West, 913.4 feet to a corner; thence North 32 degrees 17 minutes West a distance of 117.7 feet back to the point of beginning hereof; said tract containing 32.48 acres more or less. The debt secured by said Deed to

Secure Debt has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments on said loan. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorney's fees. The property will be sold subject to

any outstanding ad valorem taxes, any assessments, and any liens superior to the Deed to Secure Debt first set out above. Realty Resources Corporation is the entity with the full authority to negotiate, amend and modify all terms of the Notes and the Security Deed and Agreement. Realty Resources Corporation's address is 102 Hammond Drive NE, Atlanta, Georgia 30328 and may be reached at 404.252.7070. To the best knowledge and belief of the undersigned. Deidre Ellington and Jody Marsh, are in possession of said property.

Capital Mortgage Corporation, First

Financial Funding, Inc. and Prime

Equity Lending, Inc.

as Attorney in Fact for Deidre Ellington and Jody Marsh Fred B. Wachter THE WACHTER LAW FIRM 106 Hammond Drive NE

November 6, 13, 20, 27, 2013

Atlanta, Georgia 30328

770.973.1100

Legal 13818

# NOTICE OF SALE UNDER

**POWER** 

STATE OF GEORGIA COUNTY OF FAYETTE

Because of default in the payment of the indebtedness secured by the security deed executed by VISTA ENTER-PRISE, LLC to FIRST CHOICE COM-MUNITY BANK 1874 on July 20, 2007, and recorded in Deed Book 3270, Pages 236-247, Fayette County, Georgia Records; as modified by Modification of Deed to Secure Debt dated July 26, 2010, and filed of record in Deed Book 3664, Page 500; as modified by Modification of Deed to Secure Debt dated December 15, 2010, and filed of record in Deed Book 3718, Page 117. Favette County, Georgia Records: as assigned to Bank of the Ozarks by Master Assignment from the Federal Deposit Insurance Corporation, as Receiver of First Choice Community Bank, successor by merger with First Choice Community Bank 1874 dated as of April 29, 2011 and filed of record in Deed Book 3783, Page 716, Fayette County, Georgia Records, BANK OF THE OZARKS, as lender, pursuant to the security deed and the secured note, declared the entire amount of said indebtedness due and payable and obtained judgment thereon in Civil Action File No. 2011V-1704 in the Superior Court of Favette County. Georgia. Pursuant to the Power of Sale contained in the security deed, Bank of the Ozarks will on the first Tuesday in December. 2013 during the legal hours of sale, at the courthouse door in Fayette County, Georgia, sell at public outcry to the highest and best bidder for cash, the following described property:

land lying and being in Land Lots 198 and 199 of the 13th District of Fayette County, Georgia, and being 3.035 acres and being more particularly described BEGINNING AT THE POINT of intersection of the extending rights-of-

ALL THAT TRACT or parcel of

way of the southerly right-of-way of Georgia Highway 138 (100 foot rightof-way) and the westerly right-of-way of Georgia Highway 314 (117 foot right-of-way) and running thence south 00 degrees 32 minutes 13 seconds west, and following along the westerly rightof-way of Georgia Highway 314, a distance of 302.08 feet to a point; running thence south 90 degrees 00 minutes 00 seconds west a distance of 437.16 feet to a point; running thence north 01 degree 14 minutes 28 seconds west a distance of 302.13 feet to a point, which point is located on the southerly rightof-way of Georgia Highway 138; running thence north 90 degrees 00 minutes 00 seconds east, and following along the southerly right-of-way of Georgia Highway 138, a distance of 446.56 feet to a point and the POINT OF BEGINNING. LESS AND EXCEPT therefrom any

portion of subject property lying within the mitered intersection of the rights-ofway of Georgia Highway 138 and Georgia Highway 314. Together with (i) all structures and

fixtures which are installed in and attached to the described real property so as to form part of the realty under Georgia law: (ii) all inventory held for sale or lease or which has been supplied under contracts of services in which are raw materials, work in progress or materials used or consumed in the conduct of the business at the described property; (iii) all equipment, including but not limited to, machinery, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment parts and tools; and (iv) all furniture, fixtures and equipment of the Borrower located at or used or use-

ful in connection with the described

the lender, the party in possession of the

To the best knowledge and belief of

is more commonly known as 2400 GEORGIA HIGHWAY 138, FAYET-TEVILLE, GEORGIA, 30214. The property will be conveyed subject to (i) any unpaid property taxes

property is VISTA ENTEPRISE, LLC

or a tenant or tenants, and the property

Wednesday, November 6, 2013

which may be liens against the property; and (ii) all easements and restrictions of record, if any, having priority over the security The sale will be held subject to (i) confirmation that the sale is not prohibited

under the U.S. Bankruptcy Code; and (ii) final confirmation and audit of the status of the loan with the holder of the security deed. The property will be sold as the property of VISTA ENTEPRISE, LLC

and the proceeds of sale will be applied to the payment of all indebtedness secured by the security deed, the expense of sale, all as provided in the security deed, and lender will execute a deed to the purchaser as provided in the security deed. BANK OF THE OZARKS

As Attorney in Fact for

VISTA ENTEPRISE, LLC

HARTLEY, ROWE & FOWLER, P.C. P. O. BOX 489 DOUGLASVILLE, GEORGIA

BY:WALTER P. ROWE, ESQ.

30133-0489 770/920-2000 THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. November 6, 13, 20, 27, 2013

NOTICE OF SALE UNDER

gpn11 Legal 13819

**POWER** 

#### STATE OF GEORGIA COUNTY OF FAYETTE

Because of a default in the payment

of the indebtedness secured by that certain Security Deed, dated October 9, 2006, executed by Kathryn Levesque to MORTGAGE ELECTRONIC REGIS-TRATION SYSTEMS, INC. as nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.), recorded in Deed Book 3126, Page 200, Fayette County, Georgia Deed Records, and securing a Note in the original principal amount of \$163,000.00, said Security Deed last having been assigned to Green Tree Servicing LLC, the current holder thereof, has declared the entire amount of said indebtedness evidenced by the Note immediately due and payable and, pursuant to the power of sale contained in said Security Deed, will, on the first Tuesday in December, 2013, to-wit: December 3, 2013, during the legal hours of sale, before the Fayette County Courthouse door, sell at public outcry to the highest bidder for cash, the following described real property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 189 of the 4th Land District of Fayette County, Georgia and being more particularly described as follows:

BEGIN at an iron pin found on the westerly right-of-way line of Grooms Road (80 foot r/w), which point lies southerly a distance of 1224.70 feet as measured along said right-of-way line from the intersection of said right-ofway line with the right-of-way line of Porter Road (f/k/a Old Greenville Road), and run thence along said rightof-way line of Grooms Road south 1 degree 11 minutes 11 second east a distance of 217.96 feet to an iron pin set; run thence south 88 degrees 11 minutes 21 seconds west a distance of 576.59 feet to an iron pin found; run thence north 88 degrees 11 minutes 11 seconds east a distance of 575.50 feet to an iron pin set on said right-of-way line of Grooms Road, which marks the POINT OF BEGINNING as established above; being shown and described as 2.882 acres on that certain plat of survey prepared for James C. & Kathryn C. Levesque, prepared by Larry C. Shimshick, Georgia Registered Land Surveyor No. 2343, dated July 15, 1998, and recorded in Plat Book 30, Page 173, Fayette County, Georgia

The aforedescribed real property is also known as 153 Grooms Rd, Fayetteville, GA 30215, according to the present system of numbering houses in Fayette County, Georgia.

Records.

This 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 as to the amount and status of the loan with the holder of the Security Deed, including but not limited to, a determination that the borrower has not reinstated the loan prior to the foreclosure sale.

The name, address and telephone number of the individual or entity with full authority to negotiate, amend and modify all terms of the Note and Security Deed is Green Tree Servicing LLC, Attn: Loss Mitigation, 7360 S. Kyrene Road, Mail Stop P-214, Tempe, AZ 85283. The telephone number is (877) 337-4141. The fax number is (877) 265-9717. Said real property will be sold sub-

ject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet 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 real property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed

first set out above. Upon information and belief, said real property is presently in the possesLEVESOUE A/K/A KATHRYN C. 5693. Please understand that the LEVESQUE AND/OR JAMES C. secured creditor is not required by law LEVESQUE and the proceeds of said sale will be applied to the payment of said indebtedness and all the expenses of said sale, including attorney's fees, all as provided in said Security Deed and the excess proceeds, if any, will be distributed as provided by law.

sion or control of KATHRYN

GREEN TREE SERVICING LLC as Attorney-in-Fact for KATHRYN LEVESQUE

David W. Adams, Esquire

2 East Bryan Street, Suite 1001 Savannah, Georgia 31401 (912) 233-9700 THIS LAW FIRM MAY BE ATTEMPTING TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. November 6, 13, 20, 27, 2013

Ellis, Painter, Ratterree & Adams LLP

Legal 13820

### NOTICE OF SALE UNDER **POWER**

GEORGIA, FAYETTE COUNTY THIS IS AN ATTEMPT TO COL-

LECT 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 Joseph M. Brooks and Ellen Brooks

to AMERIOUEST MORTGAGE

COMPANY, dated February 21, 2002, recorded in Deed Book 1866, Page 666, Favette County, Georgia records, as last transferred to U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR C-BASS 2007-SP1 TRUST, MORT-GAGE LOAN ASSET-BACKED CER-TIFICATES, SERIES 2007-SP1 by assignment recorded or to be recorded, Fayette County, Georgia records conveving the after-described property to secure a Note in the original principal amount of ONE HUNDRED NINE-TEEN THOUSAND AND 00/100 DOLLARS (\$119,000.00); 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 Fayette County, Georgia, within the legal hours of sale on the first Tuesday in December, 2013 the following

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 3 AND 17 OF THE 9TH DISTRICT OF FAYETTE COUNTY, GEORGIA, CONTAINING 1.50 ACRES AS SHOWN ON A PLAT OF SURVEY PREPARED FOR BOB LEE PROPERTIES BY CARAROL LAND SERVICES, DATED MARCH 1, 2000, AND BEING MORE PARTICULAR-LY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGIN-

NING. START AT THE IRON PIN

described property:

FOUND AT THE SOUTH LINE OF LAND LOT 17 AND THE NORTH-EAST CORNER OF LAND LOT 3 (SAID POINT NOTED AS THE ON THE SURVEY ATTACHED HERETO AS EXHIBIT "B"); RUNNING THENCE NORTH 86 DEGREES, 39 MINUTES, 08 SEC-ONDS WEST ALONG THE SOUTH LINE OF SAID LAND LOT 17 A DIS-IANCE OF 499.65 FEET TO AN IRON PIN: THENCE SOUTH 00 DEGREES, 08 MINUTES, 32 SEC-ONDS EAST A DISTANCE OF 1346.64 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGIN-NING, RUNNING THENCE SOUTH 00 DEGREES, 08 MINUTES, 32 SEC-ONDS EAST A DISTANCE OF 407.15 FEET TO A POINT ON THE NORTH-ERN RIGHT OF WAY OF RIVERS ROAD (AN 80 FOOT RIGHT OF WAY): THENCE NORTH 70 DEGREES, 58 MINUTES, 42 SEC-ONDS WEST A DISTANCE OF 73.42 FEET TO A POINT: THENCE NORTH 70 DEGREES, 40 MINUTES, 20 SEC-ONDS WEST A DISTANCE 113.72 FEET TO A POINT: THENCE NORTH 00 DEGREES, 56 MINUTES, 47 SEC-ONDS EAST A DISTANCE OF 345.62 FEET TO A POINT; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SEC-ONDS EAST A DISTANCE OF 170.00 FEET TO A POINT AND THE POINT OF BEGINNING, SAID PROPERTY NOTED AS TRACT "B" 1.50 ACRES AS PER THE SURVEY ATTACHED HERETO AS EXHIBIT "B" AND INCORPORATED HEREIN BY REF-

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 The entity that has full authority to

negotiate, amend, and modify all terms of the mortgage with the debtor is: Ocwen Loan Servicing LLC, Attention: Home Retention Department, 1661 Worthington Road, Suite 100, West

to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the parties in possession of the property are Joseph M. Brooks and Ellen Brooks or a tenant or tenants and said property is more com-

Palm Beach, FL 33409, Fax 407-737-

www.fayette-news.com

monly known as 439 Rivers Road, Fayetteville, GA 30214. 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.

U.S. BANK, NATIONAL ASSOCIA-TION. AS TRUSTEE FOR C-BASS 2007-SP1 TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFI-CATES SERIES 2007-SP1 As Attorney in Fact for Joseph M. Brooks and Ellen Brooks

Atlanta, GA 30326 Our File# 017568

November 6, 13, 20, 27, 2013

Weissman, Nowack, Curry & Wilco,

Legal 13821

Attn: Ocwen Team

One Alliance Center

3500 Lenox Road

# NOTICE OF SALE UNDER

By virtue of the power of sale contained in a Deed to Secure Debt by BRIDGETT BROADWATER to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for American Mortgage Express Corp., dated May 23, 2006 and filed for record May 30, 2006 in Deed Book 3020, Page 179, Fayette County, Georgia records, and securing a Note in the original principal amount of \$351,900.00; last transferred to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CER-TIFICATEHOLDERS CWALT, INC., ALTERNATIVE LOAN TRUST 2006-MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-23CB by Assignment, filed for record in Deed Book 3937, Page 382, Fayette County, Georgia records, there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Fayette County, Georgia, between the legal hours of sale on the first Tuesday in December, 2013, by The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders CWALT, Inc., Alternative Loan Trust 2006-23CB, Mortgage Pass-Through Certificates, Series 2006-23CB as Attorney-in-Fact

for BRIDGETT BROADWATER the

ALL THAT TRACT or parcel of

The above described property is also

The property will be sold as the

Pursuant to O.C.G.A. § 44-14-

following property to-wit:

land lying and being in Land Lot 20 of the 7th District of Fayette County, Georgia, and being known as Lot 38 of Ashley Forest Subdivision, Phase III, as per plat recorded in Plat Book 32, Pages 44-45, Fayette County, Georgia Records. Said plat is incorporated herein and made a part hereof by reference

known as 170 EAGLES NEST FAYETTEVILLE, GA 30214. 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 purpose of paying the same and all expenses of sale, including attorney's fees, if applicable.

property of the aforesaid grantor subject to the following: all prior restrictive covenants, easements, rights-of-way, security deeds, or encumbrances of record; all valid zoning ordinances; matters which would be disclosed by an accurate survey of the property or by any inspection of the property; all outstanding taxes, assessments, unpaid bills, charges, and expenses that are a lien against the property whether due and payable or not yet due and payable.

162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows:

Plano, TX 75024 1-800-669-6650 The foregoing notwithstanding, nothing in O.C.G.A. § 44-14-162.2 shall be construed to require Bank of

Bank of America, N.A.

7105 Corporate Drive

Home Loan Assistance Dept

America, N.A. to negotiate, amend or modify the terms of the Deed to Secure Debt described herein. The Bank of New York Mellon FKA

The Bank of New York, as Trustee for the Certificateholders CWALT, Inc., Alternative Loan Trust 2006-23CB, Mortgage Pass-Through Certificates,

as Attorney-in-Fact for BRIDGETT BROADWATER

SHUPING, MORSE & ROSS, L.L.P. By:S. Andrew Shuping, Jr.

Series 2006-23CB

6259 Riverdale Road, Suite 100 Riverdale, GA 30274 770-991-0000 THIS LAW FIRM IS ATTEMPTING

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

November 6, 13, 20, 27, 2013

following described property:

ling, however, the property is more commonly known as 375 EAST LANIER AVENUE, FAYETTE VILLE, GEORGIA

BOOK 43. PAGE 104. FAYETTE

COUNTY RECORDS, SAID PLAT

BEING INCORPORATED HEREIN

Said legal description being control-

The indebtedness secured by said

BY REFERENCE THERETO.

Executor of the Estate of

140 Stoneridge Way

Fayetteville, GA 30215

WILLIAM (NMN) SHAW, deceased

NOTICE TO DEBTORS

AND CREDITORS

All creditors of the Estate of JAMES

P. WHEELER, III, deceased, late of

Fayette County, are hereby notified to

render their demands to the undersigned

according to law, and all persons indebt-

ed to said estate are required to make

JAMES P. WHEELER, III, deceased

NOTICE TO DEBTORS

AND CREDITORS

CARMICHAEL JONES, DECEASED.

deceased, late of Fayette County, are

hereby notified to render their demands

to the undersigned according to law, and

all persons indebted to said estate are

required to make immediate payment to

This 16th day of October, 2013.

WENDELL CARMICHAEL JONES,

Lucius Daniel Selman

c/o B.D. Murphy, III

Fayetteville, GA 30214

370 West Stonewall Avenue

deceased

Executor of the Estate of

All creditors of the Estate of WEN-

CARMICHAEL JONES,

IN RE: ESTATE OF WENDELL

Brenda J. Wheeler

170 Pine Knott Road

Fayetteville, GA 30214

Executrix of the Estate of

This 15th day of April, 2013.

IN RE: ESTATE OF JAMES P.

WHEELER, III, DECEASED.

immediate payment.

October 23, 30,

Legal 13723

November 6, 13, 2013

October 16, 23, 30,

November 6, 2013

Legal 13722

immediate payment to me.

This 11th day of October, 2013.

EDWARD HARRY JOHNS A/K/A

EDWARD H. JOHNS, deceased

a/k/a Edward H. Johns, Deceased

Email: larrykingandls@aol.com

NOTICE TO DEBTORS

AND CREDITORS

All creditors of the Estate of

CHARLES H. DODGEN, deceased,

late of Fayette County, are hereby noti-

fied to render their demands to the

undersigned according to law, and all

persons indebted to said estate are

required to make immediate payment to

This 24th day of October, 2013.

CHARLES H. DODGEN, deceased

Robert Dodgen

160 Mimosa Drive

Executor of the Estate of

Fayetteville, GA 30214

IN RE: ESTATE OF CHARLES H.

DODGEN, DECEASED.

October 23, 30,

gpn07

Legal 13747

November 6, 13, 2013

State Bar of Georgia # 419725

Michele Ann Johns

Larry King

Executor of the Estate of

Attorney for the Estate of

Edward Harry Johns,

Jonesboro, GA 30237

Fax (770)471-8200

P.O. Box 1648

(770)471-3835

#### Security Deed has been and is hereby declared due because of, among other possible events of default, default under the terms of said Security Deed, Note, and modification thereof, 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 reasonable attorney's fees (notice of intent to collect attorney's fees having been given), and all other payments provided for under the terms of the Security Deed, Note, and modification thereof. Said property will be sold on an "as-

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

To the best knowledge and belief of the undersigned, the owner and party in possession of the property is Dimitri Filippou and Michelle Filippou, other successor-in-interest, or a tenant or ten-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. The entity that has full authority to negotiate, amend, or modify all terms of the loan (although not required by law

to do so) is: J. Samuel Beck, Slepian, Schwartz, & Landgaard, 42 Eastbrook Bend, Peachtree City, Georgia 30269, Telephone Number (770) 486-1220, for

and on behalf of the secured creditor WARREN BISHOP AND LEONA A. BISHOP.

as Attorney-in-Fact for DIMITRI FILIPPOU AND MICHELLE FILIPPOU.

Attorney Contact: J. Samuel Beck,

Slepian, Schwartz, & Landgaard,

Peachtree City, Georgia 30269,

Telephone Number: (770) 486-1220,

Facsimile Number: (770) 631-2340,

Email: sambeck@slepianfirm.com.

THE BELOW LAW FIRM MAY BE

HELD TO BE ACTING AS A DEBT

COLLECTOR UNDER FEDERAL

LAW. IF SO, ANY INFORMATION

OBTAINED WILL BE USED FOR

November 6, 13, 20, 27, 2013

42 Eastbrook Bend,

THAT PURPOSE.

AND CREDITORS

October 23, 30,

gpn07

Legal 13724

November 6, 13, 2013

#### IN RE: ESTATE OF LOIS STANSELL LEGG, DECEASED. All creditors of the Estate of LOIS

NOTICE TO DEBTORS

STANSELL LEGG, deceased, late of Fayette County, are hereby notified to render their demands to the undersigned according to law, and all persons indebt-

ed to said estate are required to make immediate payment to me. This 16th day of October, 2013. LOIS STANSELL LEGG, deceased

KIRBY PALMER FARRELL, LLC

gpn07 Legal 13749 Tony H. Legg NOTICE TO DEBTORS Executor of the Estate of AND CREDITORS IN RE: ESTATE OF EDNA T. Bridgette M. Palmer, Esq.

SEDON, DECEASED

October 30, November 6, 13, 20, gpn07 Legal 13748 NOTICE TO DEBTORS AND CREDITORS IN RE: ESTATE OF OLLIE MAE HAIRSTON, DECEASED.

All creditors of the Estate of OLLIE MAE HAIRSTON, deceased, late of Fayette County, are hereby notified to render their demands to the undersigned

according to law, and all persons indebted to said estate are required to make immediate payment to me. This 23rd day of October, 2013. CHRISTIE HAIRSTON BURTON Executor of the Estate of OLLIE MAE HAIRSTON, deceased

Bridgette M. Palmer, Esq. KIRBY PALMER FARRELL, LLC Fayette Law Group, LLC 1044 Highway 54 W Fayetteville, GA 30214 October 30, November 6, 13, 20,

Patricia L. Kadhalaian Executor of the Estate of SHARON LYNN HARVEY, deceased 317 Quarters Rd Fayetteville, GA 30215 October 30, November 6, 13, 20,

Tyrone, GA 30290. November 6, 13, 2013

gpn06

Legal 13754

IN RE: ESTATE OF JOE RODDIE

All creditors of the Estate of JOE

RODDIE BAILEY, deceased, late of

Fayette County, are hereby notified to

render their demands to the undersigned

according to law, and all persons indebt-

ed to said estate are required to make

This 22nd day of October, 2013.

Jo Ann Bailey

Executor of the Estate of

JOE RODDIE BAILEY, deceased

BAILEY, DECEASED.

immediate payment to me.

c/o Pyke & Associates, P.C.

340 Corporate Center Court

October 30, November 6, 13, 20, 27,

NOTICE TO DEBTORS

AND CREDITORS

All creditors of the Estate of

deceased, late of Fayette County, are

hereby notified to render their demands

to the undersigned according to law, and

all persons indebted to said estate are

required to make immediate payment to

This 7th day of October, 2013.

CHRISTOPHER SCOTT SEAMAN

Executor of the Estate of

74 Canterbury Drive

Grantville, GA 30220

deceased

ARTHUR JAMES SEAMAN,

JAMES SEAMAN,

IN RE: ESTATE OF ARTHUR

JAMES SEAMAN, DECEASED.

Stockbridge, GA 30281

gpn07

Legal 13752

ARTHUR

Roy B. Huff, Jr.

Attorney at Law

Peachtree City, GA 30269

October 30, November 6, 13, 20,

NOTICE TO DEBTORS

AND CREDITORS

IN RE: ESTATE OF SHARON LYNN

SHARON LYNN HARVEY, deceased,

late of Fayette County, are hereby noti-

fied to render their demands to the

undersigned according to law, and all

persons indebted to said estate are

required to make immediate payment to

This 17th day of October, 2013.

All creditors of the Estate of

HARVEY, DECEASED.

P.O. Box 2868

(770)631-9229

gpn07

Legal 13753

gpn06

Legal 13825

Fayette County, Georgia 30290 and the initial registered agent at such address is Tammy Proctor, Melissa Hill, John DeGrange, c/o Flatrock Middle School

October 30, November 6, 2013

NOTICE OF INCORPORATION Legal 13756

Fayette County, Georgia 30269 and the initial registered agent at such address is Diana Roman. November 6, 13, 2013 5. Voluntarily

**Dissolve Corporations** 

Notice is given that Articles of

Incorporation that will incorporate

OUR BLACK ANCESTRY FOUNDA-

IION, INC. have been delivered to the

Secretary of State for filing in accor-

dance with the Georgia Business

Corporation Code. (O.C.G.A. section

14-2-201-1) The initial registered office

of the corporation will be located at 100

Bridgewater Drive, Peachtree City,

NOTICE OF INTENT TO

Legals 13755

VOLUNTARILY DISSOLVE A CORPORATION

Notice is given that a Notice of Intent to Dissolve DBS Golf Inc. a Georgia Corporation, has been deliv-

ered to the Secretary of State for filing

in accordance with the Georgia

Business Corporation Code.

7. Trade Name

October 30, November 6, 2013

gpn06 Legal 13826 APPLICATION TO REGISTER

A BUSINESS TO BE

CONDUCTED

UNDER A TRADE NAME STATE OF GEORGIA COUNTY OF FAYETTE The undersigned does hereby certify that Schon Cabinetry and Design con-

ducting a business as Construction/

Contractor - Cabinetry in the City of Tyrone, County of Fayette, in the State of Georgia under the name of Schon Cabinetry and Design and that the nature of the business is Construction/Contractor-Cabinetry and that the names and addresses of the persons, firms or partnership owning and carrying on said trade or business are LLC: Schon, LLC 55 Brentwood Road,

NOTICE OF INCORPORATION

Notice is given that Articles of

you are hereby notified that on the 17th Incorporation that will incorporate FLATROCK MIDDLE SCHOOL BAND BOOSTER, INC. have been delivered to the Secretary of State for Clerk of the Superior Court and to serve filing in accordance with the Georgia Business Corporation Code. (O.C.G.A. section 14-2-201-1) The initial registered office of the corporation will be located at 325 Jenkins Road, Tyrone,

date of the order for publication. WITNESS, the Honorable C.

Edwards, Judge of this Superior Court. This the 17th day of October, 2013.

November 6, 13, 2013

STATE OF GEORGIA

Marjorie Louisa Martin,

Civil Action No.: 2013V-1011WFS NOTICE OF PUBLICATION By Order for service by publication

you are hereby notified that on the 25th

You are required to file with the Clerk of the Superior Court and to serve upon an Answer in writing within sixty

Fletcher Sams, Judge of this Superior This the 25th day of October, 2013.

October 30, November 6, 13, 20,

We make every effort to avoid errors in advertisements.

Sheila Studdard

Clerk, Superior Court

Please check your ad the first day it appears.

If you find an error please contact the office immediately at

(770) 461-6317. The publisher assumes no

omissions of copy.

exceed the cost of that portion of space occupied by such error.

Civil Action No.: 2013V-0977 NOTICE OF PUBLICATION

By Order for service by publication

Sheila Studdard

Clerk, Superior Court

dated the 17th day of October, 2013,

day of October, 2013, Rosa Adriana Aguirre Anguloz filed suit against you for Divorce. You are required to file with the

upon plaintiff's attorney, Christopher C. Taylor, Esq., 6855 Jimmy Carter Boulevard, Building 2100, Suite 2150, Norcross, GA 30071, an Answer in writing within sixty (60) days of the

October 23, 30,

IN THE SUPERIOR COURT OF FAYETTE COUNTY

Fabian Meredith E. Martin Plaintiff

dated the 25th day of October, 2013,

day of October, 2013, Fabian Meredith E. Martin filed suit against you for

(60) days of the date of the order for publication. WITNESS, the Honorable W.

~ Notice ~

responsibliity for errors or

Liability for errors shall not

10B

gpn14

Legal 13757

9. Superior Court

NOTICE TO THE PUBLIC

YOU ARE HEREBY NOTIFIED

that on the 13 day of November, 2013,

at 1:30 P.M., the Judge of the Superior

Court of Fayette County, Georgia will

hear the case of the STATE OF GEOR-

AUTHORITY AND IPN USA COR-

PORATION, DEFENDANTS, CIVIL

ACTION FILE NO. 2013V-1001, in the

Superior Court of Fayette County,

Georgia, the same being a proceeding to

confirm and validate \$10,000,000 in

aggregate principal amount of revenue

bonds (the "Bonds"). The Bonds are to

be issued by the Fayette County

Development Authority (the "Issuer")

for the purpose of financing certain

equipment that will be used by IPN

USA Corporation (the "Company") in

its plastic beverage container manufac-

turing facility (the "Equipment"). The

Equipment will be leased by the Issuer

to the Company pursuant to one or more

lease agreements to be entered into

among the Issuer, the Company and the

initial purchaser of the Bonds (the

"Leases"). The Leases and the pay-

ments thereunder are security for the

Pursuant to O.C.G.A. Section 36 82

100, the Issuer hereby notifies all inter-

ested parties that no independent per-

formance audit or performance review

will be conducted with respect to the

Any citizen of the State of Georgia

residing in Fayette County, Georgia, or

any other person wherever residing who

has a right to object, may intervene and

become a party to this proceeding.

October 30, November 6, 2013

NOTICE TO THE PUBLIC

YOU ARE HEREBY NOTIFIED

that there will be heard before the

presiding Judge of the Superior Court of

Favette County, Georgia, on the 13th

day of November, 2013 at 1:30 o'clock,

P.M., at the Fayette County Courthouse

in Fayette County, Georgia, the case of

the State of Georgia vs. Fayette County

Development Authority, and Calpis

America, Inc., Civil Action File

Number 2013V-0999, in the Superior

Court for that County, the same being a

proceeding to confirm and validate an

issue of \$25,000,000 in maximum

aggregate principal amount of Fayette

County Development Authority Taxable

Revenue Bonds (Calpis America, Inc.

Project), Series 2013 (the "Bonds") and

The proceeds of the Bonds are to be

used to finance the acquisition, con-

struction and equipping of a facility for

the production of livestock feed addi-

tives in Fayette County, Georgia (the

"Project"), for use by Calpis America,

Inc., a Georgia corporation (the

"Lessee") and paying certain expenses

relating thereto. The Project will be

leased to the Lessee by the Fayette

County Development Authority (the

"Authority"), under a Lease Agreement,

dated as of November 1, 2013 (the

The Court in such proceeding will also

pass upon the validity and legality of

such Lease Agreement, a Trust

Indenture between the Authority and

Union Bank, N.A., as trustee (the

"Trustee") under which the Bonds will

be issued, a Deed to Secure Debt,

Security Agreement and Assignment of

Leases and Rents from the Authority in

favor of the Trustee, a Guaranty

Agreement from the Lessee in favor of

the Trustee and a Bond Purchase

Agreement between the Authority and

the Lessee, as well as certain other relat-

ed issues, including issues relating to

the taxability of the Project and the

The Bonds shall not be deemed to con-

stitute a debt of Fayette County,

Georgia, the State of Georgia or any

other political subdivision thereof, or a

pledge of the faith and credit of Fayette

County, Georgia, the State of Georgia or

any other political subdivision thereof,

but such Bonds shall be payable solely

as provided for in the Trust Indenture,

and the issuance of the Bonds shall not

directly, indirectly, or contingently obli-

gate Fayette County, Georgia, the State

of Georgia or any other political subdi-

vision thereof, to levy or to pledge any

the

Bonds.

on

interest

Agreement").

security

therefor.

gpn14

Legal 13758

This 24th day of October, 2013.

Clerk, Superior Court

Fayette County, Georgia

PLAINTIFF, v.FAYETTE

DEVELOPMENT

Unit H-80 - Owner - Cheryl Patterson

Contents: Printers, Pictures, TV, Boxes

Contents: Washer, Dryer, Grill, Boxes

Unit I-97 - Owner - Troy Bertino

3:00pm, Novembe 14, 2013. For addi-

tional information and instructions you

November 6, 13, 2013

October 30, November 6, 2013 gpn17

# Legal 13761

#### PUBLIC SALE

deemed abandoned and will be sold at Public Auction as per GA code 40-11-2 on November 15, 2013, at 10:00a.m. located at E-Z Automotive, 215-D Industrial Way, Fayetteville, GA 30215.

The following vehicles have been

1974 Chevrolet Caprice VIN#: 1N69R4D105934

October 30, November 6, 2013

Legal 13763

2013 at 10:00am

AT:

**Public Auction** 

According with OCGA 40-11-2, the

following vehicle is abandoned and scheduled for public auction on

Auction date: NOVEMBER 14,

Rodriguez Auto Repair 1850 HW 85 S Fayetteville, GA 30215

1997 Oldsmobile 88LS

1G2HN52K7V4830264

October 30, November 6, 2013

# 22. Miscellaneous

Legal 13834

gpn14

For the purpose of establishing communications with its Advance Metering Infrastructure (AMI) and distribution network, Georgia Power Company is proposing to construct a 163-foot overall height monopole communications structure off of Crabapple Road, Tyrone, Fayette County, Georgia. The pole will be located within an existing substation at this location. Georgia Power Company invites comments from any interested party on the impact the tower may have on any Historic Properties. Comments may be sent to Environmental Corporation of America, ATTN: Dina Bazzill, 1375 Union Hill Industrial Court, Suite A, Alpharetta, Georgia 30004. Comments must be received within 30 days. For questions

please call Dina Bazzill at 770-667-

November 6, 2013

gpn14 Legal 13835

2040x111.

For the purpose of establishing communications with its Advance Metering Infrastructure (AMI) and distribution network, Georgia Power Company is proposing to construct a 163-foot overall height monopole communications structure off of South Jeff Davis Drive, Fayetteville, Fayette County, Georgia. The pole will be located within an existing substation at this location. Georgia Power Company invites comments from any interested party on the impact the tower may have on any Historic Properties. Comments may be sent to Environmental Corporation of America, ATTN: Dina Bazzill, 1375 Union Hill Industrial Court, Suite A, Alpharetta, Georgia 30004. Comments must be received within 30 days. For questions

please call Dina Bazzill at 770-667-

November 6, 2013

2040x111.

TO: THE FATHER OF CHRISTO-PHER JA'VON MCEWEN; You are hereby notified that a petition for the appointment of a temporary

guardian has been filed regarding the

DATE OF SECOND PUBLICATION,

NOVEMBER 13, 2013

above-named minor. All objections to the Petition described above either to the appointment of a temporary guardian or the appointment of the petitioner(s) as temporary guardian(s), must be in writing setting forth the grounds of any such objections, and must be filed with this Court no later than 14 days after this notice is mailed, or 10 days after this notice is personally served upon you, or ten days after the second publication of this notice if you are saved by publication. All pleadings must be signed before a notary public or Georgia probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court

\*\*\*\* NOTE: If a natural guardian files an objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the petitioner(s) as guardian(s), or if a parent who is not a natural guardian files an objection to the petition, a hearing on the matter shall be scheduled at a

WITNESS THE HONORABLE

ANN S. JACKSON

PROBATE JUDGE

PROBATE CLERK

By: LATOYA SMITH

at

required amount of filing fees.

address/telephone number for the

the

personnel

FAYETTE COUNTY, GEORGIA 770-716-4224

November 6, 13, 2013

Legal 13831 NOTICE

1 CENTER DRIVE, FAYETTEVILLE

GEORGIA, FAYETTE COUNTY PROBATE COURT

The petition of LINDA LYNETTE KELLEY, for a year's support from the estate of WILLIAM HAROLD KEL-LEY, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before DECEMBER 2, 2013, at 10:00 a.m. why said petition should not be

All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

WITNESS, the Honorable ANN S. JACKSON, Judge By: TERRY H. LARSON Clerk, Probate Court of Fayette County 1 Center Drive Fayetteville, GA 30214 770-716-4220

November 6, 13, 20, 27, 2013 14. Fayette County

Legal 13832

BID NOTICE

bids from qualifid suppliers for the purchase of asphaltic concrete until

Fayette County, Georgia is seeking

~ Notice ~

Legal 13832

PROPOSAL NOTICE

Fayette County, Georgia is seeking proposals to contract with a qualified firm for speical inspections and testing services for construction of a one (1) story fire station building consisting of 9,487 square feet to be built on a 6.610 acre site. Proposals will be accepted until 3:00pm, Tuesday, November 19, 2013. For additional information and instructions you may download the IFB from the Fayette County website at http://www.fayettecountyga.gov/purcha sing/bids and proposals.asp or contact the Purchasing Department at: (770) 305-5420.

November 6, 13, 2013

gpn15

Legal 13836

PUBLIC NOTICE

The Mayor and City Council of the

City of Favetteville will hold public

hearings on Thursday, November 21,

2013 and Thursday, December 5, 2013 at 7:00pm at City Hall 240 South Glynn Street, Fayetteville, Georgia 30214. The purpose of these hearings is to amend the Zoning Ordinance (Section

94-169) M1-Light Manufacturing District to set restrictions on commercial kennels. Information pertaining to the proposed amendment is available at City

Hall between the hours of 8:00AM and 5:00PM, Monday through Friday.

November 6, 2013

# 20. Abandoned Vehicles

Legal 13762

gpn17

NOTICE OF ABANDONED VEHI-

The following vehicle, advertised to O.C.G.A. Code Section 40-11-2, is being stored at:

Cycle Speciality Co., Inc. 104 Kenwood Rd. Fayetteville, GA 30214 VIN#: JYARN02E4XA001671

October 30, November 6, 2013

# 21. Public Auction

Legal 13745

PUBLIC AUCTION

Persuant to the Georgia Self Storage facility act. Bray Properties, LLLP DBA Fayette Self Storage will conduct a Public Auction of the contents of the units listed at 112 New Hope Rd., Fayetteville, GA on November 14, 2013 at 9:00 A.M. All units will be sold for cash to the highest bidder. Fayette Self Storage reserves the right to bid on any item, the right to reject any bid and the right to withdraw any item from the sale units to be auctioned.

Unit E-37 - Owner - Craig ConnellContents: Chairs, Bags.

Unit H-13 - Danielle Strand Contents: Night Stand, TV, Mattress

Unit H-25 - Robert Lofton -Contents: Plywood, Windows, Trim, Vacuum Cleaners, Exersices Equipment, Boxes

We make every effort to avoid errors in advertisements. Please check your ad the first day it appears. If you find an error please contact the office immediately at (770) 461-6317. The publisher assumes no responsibility for

errors or omissions of copy. Liability for errors shall not exceed the cost of that portion of space occupied by such error.

form of taxation whatever or to make tions are filed, the petition may be any appropriation for the payment therefor. THE AUTHORITY HAS WAIVED THE PERFORMANCE AUDIT AND PERFORMANCE REVIEW REQUIREMENTS PROVIDED IN O.C.G.A. § 36-82-100 AND WILL CONDUCT NO PERFORMANCE OR PERFORMANCE REVIEW WITH RESPECT TO THE Any citizen of the State of Georgia

residing in Fayette County, Georgia, or any other person wherever residing, who has a right to object, may intervene and become a party to these proceed-This the 24th day of October, 2013.

Clerk Superior Court Fayette County, Georgia October 30, November 6, 2013

# 10. Probate

DECEASED

ESTATE NO. 13-11679

IN THE PROBATE COURT COUNTY OF FAYETTE

IN RE: ESTATE OF JOHNNY GARY PHILLIPS, SR.,

STATE OF GEORGIA

ADMINISTRATION NOTICE

PETITION FOR LETTERS OF

TO:ANY AND ALL THE HEIRS

OF SAID DECEDENT AND TO WHOM IT MAY CONCERN: BARBARA ANN GIBSON has

be petitioned to appointed Administrator of the estate of JOHNNY GARY PHILLIPS, SR., deceased, of County. The Petitioner has also applied for

waiver of bond and/or grant of certain

powers contained in O.C.G.A. §53-12-261. All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before 10:00 AM on NOVEM-BER 18, 2013. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

> ANN S. JACKSON Judge of the Probate Court By: Terry H. Larson Deputy Clerk of the Probate Court 1 Center Drive Fayetteville, GA 30214 (770) 716-4220

October 23, 30, November 6, 13, 2013

gpn18

COUNTY OF FAYETTE STATE OF GEORGIA

IN THE PROBATE COURT

MARTHA SMALLEY WOOD, DECEASED ESTATE NO. 13-11674

IN RE: ESTATE OF

## NOTICE AN ORDER FOR SERVICE WAS

GRANTED BY THIS COURT ON

OCTOBER 29, 2013, REQUIRING THE FOLLOWING: (For use if an heir is required to be served by publication:) TO:ANY AND ALL THE HEIRS OF THE DECEDENT, THE BENEFI-CIARIES UNDER THE WILL AND TO WHOM IT MAY CONCERN: This is to notify you to file objection, if there is any, to the above refer-

enced petition, in this Court on or before 10:00 AM on DECEMBER 2, BE NOTIFIED FURTHER: All

objections to the petition must be in writing, setting forth the grounds of any objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will

be scheduled at a later date. If no objec-

granted without a hearing. ANN S. JACKSON

Judge of the Probate Court By: TERRY H. LARSON Deputy Clerk of the Probate Court 1 Center Drive Favetteville, GA 30214 (770) 716-4220 November 6, 13, 20, 27, 2013

> IN THE PROBATE COURT COUNTY OF FAYETTE STATE OF GEORGIA

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO WHOM IT MAY CONCERN: Yoshiko Yajima has petitioned to be

appointed Administrator of the estate of NATHAN ANDREW RAMER, deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. §53-12-261. All interested parties are hereby notified to show cause why said petition not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before 10:00 AM on December 2, 2013. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be

ANN S. JACKSON, JUDGE PROBATE COURT OF FAYETTE COUNTY BY: TERRY H. LARSON DEPUTY CLERK, PROBATE COURT 1 CENTER DRIVE FAYETTEVILLE, GEORGIA 30214

November 6, 13, 20, 27, 2013

granted without a hearing.

Legal 13829

COUNTY OF FAYETTE STATE OF GEORGIA

IN THE PROBATE COURT

GENE (NMN) BECK, DECEASED ESTATE NO. 13-11683

IN RE: ESTATE OF

#### NOTICE OF PETITION TO FILE FOR YEAR'S SUPPORT

The petition of KATHERYN ANNE STOLLY-BECK, for a year's support from the estate of GENE (NMN) BECK, deceased, for decedent's spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before 10:00 AM on December 2, 2013, why said petition should not be granted.

All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed the Petition may be granted without a hearing.

Judge of the Probate Court By: Terry H. Larson Deputy Clerk of the Probate Court Fayetteville, GA 30214 November 6, 13, 20, 27, 2013

CITATION

ANN S. JACKSON

IN RE: PETITION OF LINDA

MCEWEN.

MINOR

Legal 13830

ESTATE NO. 13-11698 FOR TEMPORARY LETTERS OF **GUARDIANSHIP** ESTATE OF CHRISTOPHER JA'VON

WILLIAMS & JOHN L. MCEWEN

Legal 13828

IN RE: ESTATE OF NATHAN ANDREW RAMER, DECEASED ESTATE NO. 13-11696