

FORECLOSURE

there will be sold at public outcry to the highest bidder for cash before the courthouse door of Gwinnett 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 June, 2022, the following described property:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice pursuant to O.C.G.A. § 13-1-11 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), 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 any matters of record including, but not limited to, those superior to the Security Deed first set out above.

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 any matters of record including, but not limited to, those superior to the Security Deed first set out above.

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 any matters of record including, but not limited to, those superior to the Security Deed first set out above.

The BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE-HOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-28CB, MORTGAGE PASSES THROUGH CERTIFICATES SERIES 2005-28CB is the holder of the 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: Shellpoint Mortgage Servicing, 55 Beattie Place, Suite 110, Greenville, SC 29601, (800) 365-7107.

Note, however, that such entity is not required by law to negotiate, amend or modify the terms of the loan.

To the best knowledge and belief of the undersigned, the party in possession of the property is Linda King and as grantor or tenant or owner of the property is more commonly known as **5946 Dana Dr. Norcross, Georgia 30093**. Should a conflict arise between the property address and the legal description the legal description will control.

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 BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE-HOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-28CB, MORTGAGE PASSES THROUGH CERTIFICATES SERIES 2005-28CB as Attorney in Fact for Linda King

McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, GA 30076
www.foreclosureonline.net

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 163 OF THE 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 14, BLOCK B, UNIT 1, HEATHERWOOD SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 8, PAGE 5, GWINNETT COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

The right, if any, of the United States of America to redeem said land within 120 days from the date of the foreclosure sale held on June 7, 2022, as provided for by the Federal Tax Lien Act of 1966 (Public Law 89-7)

MR/meh 6/7/22
Our file no. 22-07164GA - FT18
950-70141 5/11 18 25 6/1/2022

NOTICE OF SALE UNDER POWER, GWINNETT COUNTY, GEORGIA

Under and by virtue of the Power of Sale contained in a Security Deed given by Norman E Bernal to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for Paramont Equity Mortgage, LLC, its successors and assigns, dated December 26, 2016, recorded in Deed Book 54974, Page 682, Gwinnett County, Georgia Records, as last transferred to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment recorded in Deed Book 59157, Page 240, Gwinnett County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED THIRTEEN THOUSAND NINE AND 0/100 DOLLARS (\$13,099.00), 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 Gwinnett 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 June, 2022, the following described property:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

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

Said property is commonly known as **3020 Iron Gate Court, Lawrenceville, GA 30044** 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): Hugo Mesa and Deborah Mesa or tenant or owners.

Bank of America 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 Stevenson Boulevard, Fort Mill, SC 29715-1800-678-7388

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), 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 any matters of record including, but not limited to, those superior to the Security Deed first set out above.

The sale will be conducted subject to (1) confirmation

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those superior to the Security Deed first set out above. Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned.

NewRez LLC d/b/a Shellpoint Mortgage Servicing is the holder of the 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: Sherman Mortgage Servicing, 55 Beattie Place, Suite 110, Greenville, SC 29601, (800) 365-7107.

Note, however, that such entity is not required by law to negotiate, amend or modify the terms of the loan.

To the best knowledge and belief of the undersigned, the party in possession of the property is Norman E Bernal and Maria Evella Sorrento or a tenant or tenants and said property is more commonly known as **345 Hartwell Dr, Lawrenceville, Georgia 30043**. Should a conflict arise between the property address and the legal description the legal description will control.

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.

NewRez LLC d/b/a Shellpoint Mortgage Servicing as Attorney in Fact for Norman E Bernal

McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, GA 30076
www.foreclosureonline.net

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 86 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING LOT 8, BLOCK B, HEARTHSTONE LAKE SUBDIVISION, UNIT ONE, AS SHOWN ON PLAT SUBMITTED TO THE STATE OF GEORGIA, TO-WIT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 86 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING LOT 8, BLOCK B, HEARTHSTONE LAKE SUBDIVISION, UNIT ONE, AS SHOWN ON PLAT SUBMITTED TO THE STATE OF GEORGIA, TO-WIT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 163 OF THE 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 14, BLOCK B, UNIT 1, HEATHERWOOD SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 8, PAGE 5, GWINNETT COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF BY THIS REFERENCE AND MADE A PART HEREOF BY THIS 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 attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **3894 Potomac Walk Ct, Loganville, GA 30052** 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): Michelle L Wentz or tenant or tenants.

Bank of America is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

Bank of America Home Loan Assistance Dept. 7105 Corporate Drive, Plano, TX 75024 (800) 669-6650

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), 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 to (1) 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 and audit of the status of the loan as provided immediately above.

Bank of America, National Association, as agent and Attorney in Fact for Michelle L Wentz

Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7637

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1016-5209A

950-69029 5/11 18 25 6/1/2022

NOTICE OF SALE UNDER POWER, GWINNETT COUNTY

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

FORECLOSURE

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 Hugo Mesa and Deborah Mesa

Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7637

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1000-16620A

950-5/11 18 25 6/1/2022

NOTICE OF SALE UNDER POWER, GWINNETT COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Michelle L Wentz to BANK OF AMERICA, N.A. dated 12/16/2017 and recorded in Deed Book 55633 Page 661 Gwinnett County, Georgia records; as last transferred to or acquired by BANK OF AMERICA, N.A., conveying the after-described property to secure a Note in the original principal amount of \$25,000.00, 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 Gwinnett County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on June 7, 2022 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 223 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 137 BLOCK A, THE PHASE 2 UNIT 8 CRENSHAW PHASE 2 UNIT 8 AS PER PLAT RECORDED IN PLAT BOOK 116, PAGES 86-87, GWINNETT COUNTY, GEORGIA RECORDS WHICH PLAT IS HEREBY INCORPORATED HEREIN BY REFERENCE.

ALSO BEING THE SAME PREMISES CONVEYED TO MICHELLE L WENTZ FROM CROWLEY PARK HOMES (DB) THE VILLAGES, LLC (DB) A GEORGIA LIMITED LIABILITY COMPANY, BY WARRANTY DEED DATED 01/25/2008, AND RECORDED ON 01/28/2008 AT DOCUMENT REFERENCE 48595/375 IN GWINNETT COUNTY, GEORGIA

This sale is made subject to the amount of \$106,384.00 recorded on 6/9/2016 in Deed Book 54347, Page 546, aforesaid records.

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 attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **3894 Potomac Walk Ct, Loganville, GA 30052** 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): Michelle L Wentz or tenant or tenants.

Bank of America is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

Bank of America Home Loan Assistance Dept. 7105 Corporate Drive, Plano, TX 75024 (800) 669-6650

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), 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 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.

Bank of America, National Association, as agent and Attorney in Fact for Nisha Sharma and Rohit Sharma

Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7637

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1016-5224A

950-69029 5/11 18 25 6/1/2022

NOTICE OF SALE UNDER POWER, GWINNETT COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Ikhnaton Byepu to Homebank Mortgage Corporation dated January 28, 2005, filed of record February 14, 2005 in Deed Book 41647, Page 123, Gwinnett County, Georgia.

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 attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **420 Jackson Street, Buford, GA 30518** 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): Ikhnaton Byepu and Frances Byepu or tenant or tenants.

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

PHH Mortgage Corporation One Mortgage Way Mount Laurel, NJ 08054 (800) 750-2518

FORECLOSURE

and Rohit Sharma to Bank of America, N.A. dated 12/28/2017 and recorded in Deed Book 55648 Page 0001 Gwinnett County, Georgia records; as last transferred to or acquired by BANK OF AMERICA, N.A., conveying the after-described property to secure a Note in the original principal amount of \$43,300.00, 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 Gwinnett County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on June 7, 2022 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

All that tract or parcel of land lying and being in Land Lot 19 of the 5th District, Gwinnett County, Georgia, being Lot G3, Block A, Unit Three of River Bridge, Unit Three Subdivision, as per plat thereof recorded in Plat Book 48, Page 136, Gwinnett County, Georgia records, which recorded plat is incorporated herein by reference and made a part of this description.

PRIOR INSTRUMENT REFERENCE: BOOK 49885, PAGE 423 RECORDED: UNRECORDED DATE: JANUARY 6, 2010

ALSO BEING THE SAME PREMISES CONVEYED TO ROHIT SJ IARMA AND NISHA SHARMA, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY, FROM RENU BALA, DEEPAK TIWARI AND NISHA SHARMA, WHO ACQUIRED TITLE AS NISHA RANI, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, IN AND NOT AS JOINT TENANTS BY THE ENTIRETY CLAIM DEED DATED 07/31/2017, AND RECORDED ON 08/25/2017 AT DOCUMENT REFERENCE 55352/531 IN GWINNETT COUNTY, GEORGIA

This sale is made subject to the amount of \$103,140.00, recorded on 8/25/2017 in Deed Book 55352, Page 534, aforesaid records.

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 attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **310 Saint Simons V. Lawrenceville, GA 30044** 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): Nisha Sharma and Rohit Sharma or tenant or tenants.

Bank of America is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

Bank of America Home Loan Assistance Dept. 7105 Corporate Drive, Plano, TX 75024 (800) 669-6650

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), 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 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.

Bank of America, National Association, as successor by merger to Countrywide Bank, FSB, fka Countrywide Bank, National Association, National Association, as agent and Attorney in Fact for Ikhnaton Byepu

Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7637

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1017-4824A

950-69052 5/11 18 25 6/1/2022

NOTICE OF SALE UNDER POWER, GWINNETT COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Joshua J North to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for Pringleland, A Plainscapital Company, its successors and assigns, dated 7/21/2016 and recorded in Deed Book 54475 Page 0395 Gwinnett County, Georgia records; as last transferred to or acquired by PHH Mortgage Corporation, conveying the after-described property to secure a Note in the original principal amount of \$169,041.00, 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 Gwinnett County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on June 7, 2022 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

All that tract or parcel of land lying and being in Land Lot 232, 7th District, Gwinnett County, Georgia, being Lot 21, Block A, Manor at Woodway Preserve, a per plat recorded in Plat Book 144, Pages 278-279, records of Gwinnett County, Georgia, which plat is incorporated herein 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 attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **837 Alaina Marie Court, Buford, GA 30518** 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): Min Young Kim or tenant or tenants.

PennyMac Loan Services, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

PennyMac Loan Services, LLC Loss Mitigation 3043 Townscape Road #200, Westlake Village, CA 91361 1-866-549-3583

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), 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 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.

Parcel ID Number: R5227-195
Property Address: **1400 Princeton View Court, Loganville, GA 30052** according to the present system of numbering property in Gwinnett County, Georgia.

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ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 295 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING LOT 7, CECAN GROVE SUBDIVISION, UNIT ONE, AS PER PLAT RECORDED IN PLAT BOOK 5, PAGE 189, GWINNETT COUNTY, GEORGIA RECORDS, WHICH PLAT IS HEREBY REFERRED TO AND MADE A PART OF THIS DESCRIPTION

THIS INSTRUMENT IS SECOND ONLY TO A SECURITY DEED FROM IKHNATON BYEPU TO HOMEBANK MORTGAGE CORPORATION DATED JANUARY 28, 2005, AS RECORDED IN GWINNETT COUNTY, GEORGIA RECORDS, SECURING THE ORIGINAL PRINCIPAL SUM OF \$115,700. AND IT IS AGREED THAT ANY DEFAULT OF THE BORROWER MAY, AT THE OPTION OF THE GRANTEE HEREIN, BE DECLARED AND DEEMED TO BE A DEFAULT UNDER THE TERMS OF THE WITHIN INSTRUMENT.

MAP REFERENCE NO. R7295F 040

This foreclosure is subject to that Security Deed from Ikhnaton Byepu to Homebank Mortgage Corporation in the original amount of \$115,700.00, dated January 28, 2005, filed of record February 14, 2005 in Deed Book 41647, Page 123, Gwinnett County, Georgia.

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 attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **420 Jackson Street, Buford, GA 30518** 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): Ikhnaton Byepu and Frances Byepu or tenant or tenants.

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

PHH Mortgage Corporation One Mortgage Way Mount Laurel, NJ 08054 (800) 750-2518

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), 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 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.

Bank of America Home Loan Assistance Dept. 7105 Corporate Drive, Plano, TX 75024 (800) 669-6650

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), 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 to (1