

**TRADE NAME**

-s- Ayesha Mantey  
 NOTARY PUBLIC/DEPUTY CLERK  
 -s- TIANA P. GARNER  
 Filed in Office  
 Clerk Superior Court  
 Gwinnett County, GA  
 2023 JAN 26  
 933-94359 2/15,22,2023

**GWINNETT SUPERIOR COURT TRADE NAME REGISTRATION BOOK 237 PAGE 00049**

Personally appeared the undersigned who on oath deposes and says that: Volanta Trucking Services LLC, 3955 Lawrenceville Highway St.#10 Lilburn, GA 30047. Is/are doing business in Gwinnett County, Georgia under the Name of: **TRADE-NAME: Volanta Towing 3955 Lawrenceville Highway St.#10 Lilburn, GA 30047** (trade name address is in Gwinnett County) and that the nature of the business to be carried on at such address is: Towing  
 -s- Moises Caro Ramos Sworn to and Subscribed before me  
 This 17 day of January, 2023  
 -s- Nandaben B Patel  
 NOTARY PUBLIC/DEPUTY CLERK  
 -s- TIANA P. GARNER  
 Filed in Office  
 Clerk Superior Court  
 Gwinnett County, GA  
 2023 JAN 18  
 933-93670 2/8,15,2023

**GWINNETT SUPERIOR COURT TRADE NAME REGISTRATION BOOK 237 PAGE 00078**

Personally appeared the undersigned who on oath deposes and says that: Wellspring Financial Services LC, 3700 Crestwood Pkwy Ste 430, Duluth, GA 30096. Is/are doing business in Gwinnett County, Georgia under the Name of: **TRADE-NAME: WELLSPRING TAX SOLUTIONS 3700 Crestwood Pkwy Ste 430 Duluth, GA 30096** (trade name address is in Gwinnett County) and that the nature of the business to be carried on at such address is: Tax Services  
 -s- Elizabeth Adegubji Sworn to and Subscribed before me  
 This 20 day of January, 2023  
 -s- NOTARY PUBLIC/DEPUTY CLERK  
 -s- TIANA P. GARNER  
 Filed in Office  
 Clerk Superior Court  
 Gwinnett County, GA  
 2023 JAN 24  
 933-93741 2/8,15,2023

**GWINNETT SUPERIOR COURT TRADE NAME REGISTRATION BOOK 237 PAGE 00100**

Personally appeared the undersigned who on oath deposes and says that: Xpert home Lending Inc., 1100 Satellite Blvd NW Suwanee, GA 30024. Is/are doing business in Gwinnett County, Georgia under the Name of: **TRADE-NAME: WeVett Home Loans 1100 Satellite Blvd NW Suwanee, GA 30024** (trade name address is in Gwinnett County) and that the nature of the business to be carried on at such address is: Mortgage Brokering  
 -s- Richard Hanlin Sworn to and Subscribed before me  
 This 5 day of January, 2023  
 -s- Ashley Hatch  
 NOTARY PUBLIC/DEPUTY CLERK  
 -s- TIANA P. GARNER  
 Filed in Office  
 Clerk Superior Court  
 Gwinnett County, GA  
 2023 JAN 31  
 933-94394 2/15,22,2023

**GWINNETT SUPERIOR COURT TRADE NAME REGISTRATION BOOK 237 PAGE 00057**

Personally appeared the undersigned who on oath deposes and says that: Wonderland LLC, 1956 Duluth Hwy Ste B106 Lawrenceville, GA 30043. Is/are doing business in Gwinnett County, Georgia under the Name of: **TRADE-NAME: Wonderland Dispensaries 1956 Duluth Hwy Ste B106, Lawrenceville, GA 30043** (trade name address is in Gwinnett County) and that the nature of the business to be carried on at such address is: Hemp Derived Products Retail/Wholesale  
 -s- Faisal Khan Sworn to and Subscribed before me  
 This 20 day of January, 2023  
 -s- NOTARY PUBLIC/DEPUTY CLERK  
 -s- TIANA P. GARNER  
 Filed in Office  
 Clerk Superior Court  
 Gwinnett County, GA  
 2023 JAN 20  
 933-93683 2/8,15,2023

**GWINNETT SUPERIOR COURT TRADE NAME REGISTRATION BOOK 237 PAGE 00063**

Personally appeared the undersigned who on oath deposes and says that: The Freedom Agency, LLC, 3817 Bay Orchard Ln, Loganville, GA 30052. Is/are doing business in Gwinnett County, Georgia under the Name of: **TRADE-NAME: WYEEEGO 3817 Bay Orchard Ln, Loganville, GA 30052** (trade name address is in Gwinnett County) and that the nature of the business to be carried on at such address is: Vehicle Management  
 -s- Lamont Walton Sworn to and Subscribed before me  
 This 23<sup>rd</sup> day of January, 2023  
 -s- NOTARY PUBLIC/DEPUTY CLERK  
 -s- TIANA P. GARNER  
 Filed in Office  
 Clerk Superior Court  
 Gwinnett County, GA  
 2023 JAN 23  
 933-93702 2/8,15,2023

**GWINNETT SUPERIOR COURT TRADE NAME REGISTRATION BOOK 237 PAGE 00103**

Personally appeared the undersigned who on oath deposes and says that: Isaac Jacob LLC 6445 White Walnut Way Braselton, GA 30517. Is/are doing business in Gwinnett County, Georgia under the Name of: **TRADE-NAME: Youbetook 6445 White Walnut Way Braselton, GA 30517** (trade name address is in Gwinnett County) and that the nature of the business to be carried on at such address is: Advertising  
 -s- Silae Kim Sworn to and Subscribed before me  
 This 31 day of January, 2023

**TRADE NAME**

-s- NOTARY PUBLIC/DEPUTY CLERK  
 -s- TIANA P. GARNER  
 Filed in Office  
 Clerk Superior Court  
 Gwinnett County, GA  
 2023 JAN 31  
 933-94406 2/15,22,2023

**GWINNETT SUPERIOR COURT TRADE NAME REGISTRATION BOOK 20112**

Personally appeared the undersigned who on oath deposes and says that: Faizah Shabazz, 2905 Forest Close Dr, Duluth, GA 30097. 1<sup>st</sup> Proprietor ShaRob LLC, 2905 Forest Close Dr, Duluth, GA 30097. 2<sup>nd</sup> Proprietor  
 Is/are doing business in Gwinnett County, Georgia under the Name of: **TRADE-NAME: Zahmazing Travel 2905 Forest Close Dr, Duluth, GA 30097** (trade name address is in Gwinnett County) and that the nature of the business to be carried on at such address is: Travel Services, Tourism  
 -s- Faizah Shabazz Sworn to and Subscribed before me  
 This 31 day of January, 2023  
 -s- Samantha Gonzales  
 NOTARY PUBLIC/DEPUTY CLERK  
 -s- TIANA P. GARNER  
 Filed in Office  
 Clerk Superior Court  
 Gwinnett County, GA  
 2023 JAN 31  
 933-94396 2/15,22,2023

**ZONING**

NOTICE OF PUBLIC HEARING  
 UPON APPLICATION FOR ANNEXATION AND REZONING

Pursuant to O.C.G.A. § 36-36-1 et seq. and O.C.G.A. § 36-36-20 et seq., notice is hereby given that the City of Buford, a Georgia Municipal Corporation, will hold a public hearing to evaluate the applications of certain landowners, more fully set forth on Exhibit A, to annex and

zone property to the corporate limits of the City of Buford as provided in O.C.G.A. § 36-36-20 which is contiguous to the existing limits. The property proposed for annexation and rezoning is contiguous to the present corporate limits of the City of Buford and is more particularly described in Exhibit A attached hereto.

The City of Buford Planning Commission will hold a public hearing and make recommendation on such application for annexation and rezoning on **February 14, 2023 at 7:00 p.m.**, Buford City Hall, 2300 Buford Highway, Buford, Gwinnett County, Georgia 30518.

The Buford City Commission will hold a public hearing and pass upon the proposed applications for annexation and rezoning on **Monday, March 6, 2023 at 7:00 p.m.**, Buford City Hall, 2300 Buford Highway, Buford, Gwinnett County, Georgia 30518.

This 13th day of January, 2023.  
 CHANDLER, BRITT & JAY, LLC  
 City Attorneys  
**OWNER: DWELL CO. LLC**  
**CURRENTLY ZONED: R-75**  
**PROPOSED ZONING: R-100**  
**LOCATION: 2976 N. BOGAN RD**

All that tract or parcel of land lying and being in Land Lot 263, of the 7th District, and being in the State of Georgia, County of Gwinnett, designated on Survey of said property as Tract 1, containing 2.84 acres, and being more particularly described and delineated according to said plat and survey prepared by Gerald G. Sharp, Georgia Registered Surveyor Number 2044, dated 09/23/2001, entitled, Exemption Plat: Jason Parks, said plat being of record in the Office of the Clerk of Superior Court of Gwinnett County, Georgia, in Plat Book 90, Page 248; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description. Subject to 20-ft driveway easement conveyed at Deed Book 24081, Page 80.

The City of Buford Planning and Zoning Board will meet on **Tuesday, February 14, 2023 at 7:00 p.m.**, and the Buford City Commission will meet on **Monday, March 6, 2023 at 7:00 p.m.** at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a rezoning request on Holiday Road, out of parcel 08-169-001002B, containing 1.192 acres from RA-200 to R-100 for Jacob Han

The City of Buford Planning and Zoning Board will meet on **Tuesday, February 14, 2023 at 7:00 p.m.**, and the Buford City Commission will meet on **Monday, March 6, 2023 at 7:00 p.m.** at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a rezoning request at 4105 Gainsville Highway from C-2 to M-1 with a special use permit to allow mini-warehouse self-storage for b5/d Partners.

Notice is hereby given that the City of Buford will hold a public hearing to evaluate an amendment to its Zoning Ordinance concerning Section 1308 C-2 General Business District, Special Uses, 30. Liquor Stores to modify population requirements and other provisions. The City of Buford Planning Commission will make recommendation on such amendment on **Tuesday, February 14, 2023 at 7:00 p.m.** at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518. A public hearing and Commis-

**ZONING**

sion Meeting to discuss and pass upon the proposed amendment will be held on **Monday, March 6, 2023 at 7:00 p.m.** at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518. 934 92592 1/25,21,8,15,22, 2023

The City of Buford Planning and Zoning Board will meet on **Tuesday, February 14, 2023 at 7:00 p.m.** and the Buford City Commission will meet on **Monday, March 6, 2023 at 7:00 p.m.** at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a rezoning request at 3600 Shoreland Drive from R-100 to RA-200 for Richardson Asset Management, LLC.

The City of Buford Zoning Board of Appeals will meet on **Monday, February 20, 2023 at 7:00 p.m.** at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a variance request at Westbrook Street for Hong Rong Li. The variance requested is to allow a fence in the front yard.

**LEGAL NOTICE TO THE PUBLIC**

**CITY OF LAWRENCEVILLE PLANNING COMMISSION MONDAY, MARCH 6, 2023, AT 6:00 P.M.**

**CITY OF LAWRENCEVILLE CITY COUNCIL MEETING MONDAY, MARCH 27, 2023, AT 7:00 P.M.**

**LAWRENCEVILLE CITY COUNCIL ASSEMBLY ROOM 70 SOUTH CLAYTON STREET, LAWRENCEVILLE, GEORGIA 30046**

THE FOLLOWING REZONINGS, SPECIAL USE PERMITS AND OTHER ITEMS OF BUSINESS, WITHIN THE MUNICIPAL LIMITS OF THE CITY OF LAWRENCEVILLE, ARE SCHEDULED FOR PUBLIC HEARING AT THE DATE, TIME AND PLACE STATED ABOVE. STAFF REPORTS, SITE PLANS, LEGAL DESCRIPTIONS, AND OTHER INFORMATION ARE AVAILABLE IN THE OFFICE OF THE PLANNING AND DEVELOPMENT DEPARTMENT, 70 SOUTH CLAYTON STREET, LAWRENCEVILLE, GEORGIA. OFFICE HOURS ARE 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY (PHONE 678-407-6583).

**NEW BUSINESS:**  
 RZR2023-00018 APPLICANT: ROB MYERS; PROPERTY OWNERS: DALONE COMMUNIVONING. AN APPLICATION TO REZONE THE SUBJECT PROPERTY FROM BGC (CENTRIBUSINESS DISTRICT) TO RS-60 (RESIDENTIAL) STREET ADDRESS: 255 WEST PIKE STREET. PARCEL IDENTIFICATION NUMBER: 154616043  
 P&D NEW BUSINESS 02/08/2023  
 934 94933 2/15, 2023

**FORECLOSURE**

**NOTICE OF SALE UNDER POWER, GWINNETT COUNTY**

Pursuant to the Power of Sale contained in a Security Deed given by Robin Long to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for BankSouth Mortgage Company, LLC its successors and assigns, dated 4/18/2014 and recorded in Deed Book 52878 Page 335 Gwinnett 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 \$194,635.00, 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 March 7, 2023 (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 178 of the 7th District, Gwinnett County, Georgia being Lot 12, Watermark Subdivision, as per plat recorded in Plat Book 131, Pages 161-162. Gwinnett County, Georgia Records, which plat is incorporated herein 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 attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **3189 Hallmark Ln, Buford, GA 30519** 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): Robin Long or tenant or tenants.

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

Wells Fargo Bank, NA Loss Mitigation 3476 Stateview Boulevard Fort Mill, SC 29715-1800-678-7986

Notice, 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 (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 ordi-

**FORECLOSURE**

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, N.A. as agent and Attorney in Fact for Robin Long, 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. 1008-185A 950-93044 02/08/2023, 02/15/2023, 02/22/2023, 03/01/2023.

**NOTICE OF SALE UNDER POWER, GWINNETT COUNTY**

Pursuant to the Power of Sale contained in a Security Deed given by Terri Michelle Byrd to Fifth Third Mortgage Company dated 3/9/2010 and recorded in Deed Book 49976 Page 520 Gwinnett County, Georgia records; as last transferred to or acquired by Fifth Third Bank, National Association sbm Fifth Third Mortgage Company, conveying the after-described property to secure a Note in the original principal amount of \$129,609.00, 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 March 7, 2023 (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 335 OF THE 4TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING LOT 69, BLOCK A, PRESCOTT AT MINK LIVSEY F/K/A MINK LIVSEY MANOR, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 108, PAGE 251; REVISED AT PLAT BOOK 108, PAGE 36-41 GWINNETT COUNTY RECORDS, 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).

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.

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

Fifth Third Bank, National Association 5001 Kingsley Dr., Cincinnati, OH 45227 1-888-393-1352

Notice, 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 (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 ordi-

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.

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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.

Fifth Third Bank, National Association sbm Fifth Third Mortgage Company as agent and Attorney in Fact for Terri Michelle Byrd

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. 1008-185A 950-93044 02/08/2023, 02/15/2023, 02/22/2023, 03/01/2023.

**NOTICE OF SALE UNDER POWER, GWINNETT COUNTY**

Pursuant to the Power of Sale contained in a Security Deed given by Suparna Bagchi to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for Ameris Bank, its successors and assigns dated 4/8/2016 and recorded in Deed Book 54216 Page 85 Gwinnett County, Georgia records; as last transferred to or acquired by Fifth Third

**FORECLOSURE**

Bank, N.A., conveying the after-described property to secure a Note in the original principal amount of \$180,000.00, 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 March 7, 2023 (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 313 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 62, THE DEERING'S TOWNHOMES AS PER PLAT RECORDED IN PLAT BOOK 14, PAGE 12, GWINNETT COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN 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 attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **6407 Deerings Lane, Norcross, GA 30092** together with all fixtures and personal property attached to and constituting a part of the 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): Estate/Heirs of Suparna Bagchi or tenant or tenants.

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

Fifth Third Bank, National Association 5001 Kingsley Dr., Cincinnati, OH 45227 1-888-393-1352

Notice, 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 (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 ordi-

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.

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Fifth Third Bank, National Association 5001 Kingsley Dr., Cincinnati, OH 45227 1-888-393-1352

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Fifth Third Bank, National Association 5001 Kingsley Dr., Cincinnati, OH 45227 1-888-393-1352

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 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 (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 ordi-

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.

Fifth Third Bank, National Association sbm Fifth Third Mortgage Company as agent and Attorney in Fact for Terri Michelle Byrd

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

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**FORECLOSURE**

Bank, N.A., conveying the after-described property to secure a Note in the original principal amount of \$180,000.00, 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 March 7, 2023 (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 313 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 62, THE DEERING'S TOWNHOMES AS PER PLAT RECORDED IN PLAT BOOK 14, PAGE 12, GWINNETT COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN 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 attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **6407 Deerings Lane, Norcross, GA 30092** together with all fixtures and personal property attached to and constituting a part of the said property, if any. To the best knowledge and belief of the undersigned, the party (or