

FORECLOSURE

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 the sale, as provided in the Security Deed and by law, including attorneys' fees (notice of intent to collect attorneys fees having been given). The entity having full authority to negotiate, amend, or modify all terms of the loan (although not required by law to do so) is: Freedom Mortgage Corporation, Attention: Loss Mitigation Department, 10500 Kincaid Drive Fishers, IN 46037, Telephone No.: 855-690-5900. 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 security instrument. 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), 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 other matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party(ies) in possession of the property is (are) Andrea Claxton and Pearline Claxton or tenant(s) or other occupants. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code, (2) final confirmation and audit of the status of the loan with the holder of the Security Deed, and (3) any right of redemption of any other lien not extinguished by foreclosure. The sale is conducted on behalf of the secured creditor under the power of sale granted in the aforementioned security instrument, specifically being Freedom Mortgage Corporation as Attorney in Fact for Andrea Claxton and Pearline Claxton, Nestor Trust, LLC, 2850 Redhill Ave, Suite 240, Santa Ana, CA 92705 (888) 403-4115, TS # 2022-04195 For sale information, visit: <https://www.nestortrust.com/sales-information> or call (888) 902-3989. 950 94027 2/8,15,22,3/1, 2023

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF FULTON

By virtue of Power of Sale contained in a Security Deed from **Ryan Cook & Shannon Turner in favor of Crouch Creek Parcel of Land Lying and Being in Land Lot 56 of the 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: TO REACH THE POINT OF BEGINNING, START AT THE INTERSECTION OF THE CENTERLINE OF HILL CIRCLE AND HUSON DRIVE (69' DOT RIGHT OF WAY); THENCE SOUTHEASTERLY ALONG THE SAID CENTERLINE OF HUDSON DRIVE A DISTANCE OF 1996 FEET TO A POINT; THENCE NORTHEASTERLY A DISTANCE OF 30.00 FEET TO AN IRON PIN LOCATED ON THE NORTH-EAST RIGHT OF WAY OF SAID HUDSON DRIVE AND THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH 55 DEGREES 17 MINUTES 13 SECONDS EAST DISTANCE OF 341.89 FEET TO AN IRON PIN; THENCE NORTH 26 DEGREES 33 MINUTES 02 SECONDS WEST A DISTANCE OF 146.88 FEET TO AN IRON PIN; THENCE NORTH 57 DEGREES 45 MINUTES 59 SECONDS EAST A DISTANCE OF 467.61 FEET TO AN IRON PIN; THENCE CONTINUING NORTH 57 DEGREES 44 MINUTES 59 SECONDS EAST A DISTANCE OF 40 FEET, MORE OR LESS, TO A POINT LOCATED IN THE CENTERLINE OF YELLOW RIVER; THENCE SOUTHEASTERLY ALONG THE SAID CENTERLINE OF YELLOW RIVER A DISTANCE OF 447 FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 59 DEGREES 12 MINUTES 13 SECONDS WEST DISTANCE OF 694.63 FEET TO AN IRON PIN; THENCE NORTH 58 DEGREES 03 MINUTES 10 SECONDS WEST DISTANCE OF 274.51 FEET TO AN IRON PIN LOCATED ON THE SAID NORTHEAST RIGHT OF WAY OF HUDSON DRIVE; THENCE NORTHEASTERLY ALONG THE SAID NORTHEAST RIGHT OF WAY OF HUDSON DRIVE FOLLOWING THE ARC OF A CURVE TO THE LEFT AN ARC DISTANCE OF 20.02 FEET (SAID ARC HAVING A CHORD BEARING OF NORTH 35 DEGREES 15 MINUTES 09 SECONDS WEST, A CHORD DISTANCE OF 20.00 FEET AND A RADIUS OF 125.00 FEET) TO THE SAID IRON PIN LOCATED ON THE NORTHEAST RIGHT OF WAY OF HUDSON DRIVE AND THE POINT OF BEGINNING. SAID TRACT OR PARCEL CONTAINING 7.0 ACRES, MORE OR LESS, AND BEING MORE FULLY DESCRIBED AS SHOWN ON THE SHIPMENT OF SHOPERY OF WILLIAM S. KING AND DRASICA P. KING AS PREPARED BY MCLUNG SURVEYING, INC., DATED NOVEMBER 30, 1994, LESS AND EXCEPT THE PROPERTY CONVEYED TO SHARONNE TURNER BY WARRANTY DEED DATED AUGUST 31, 2017, AND RECORD 12 DEED BOOK 55390, PAGE 249, GWINNETT COUNTY, GEORGIA RECORDS, BUT TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE-DESCRIBED PROPERTY, AS RESERVED BY**

FORECLOSURE

THE GRANTOR IN SAID WARRANTY DEED RECORDED IN DEED BOOK 55390, PAGE 249, AFORESAID RECORDS, THE DEBT SECURED BY THE Note and Security Deed has been and is hereby declared due because of, among other possible events of default, non-payment of the indebtedness as and when due and in the manner provided in the Note and Security Deed. Notice has been given of intention to collect attorneys fees in accordance with the terms of the Note secured by said Deed. The sale will be held subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), and 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 other matters of record superior to the Security Deed first set out above. Said property will be sold as the property of Ryan Cook & Shannon Turner to the best information, knowledge and belief of the undersigned, being presently in possession of Ryan Cook & Shannon Turner and the proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale, including attorneys fees, all as provided in said Deed and the balance, if any, will be distributed as provided by law. Michael Crowe is the person with authority to negotiate, amend and modify the terms of the Note and Security Deed. The lender may be contacted by telephone through their attorney at 678-443-9822 Michel Crowe. Attorney-in-Fact for Ryan Cook & Shannon Turner Law Offices of: John J. Maurer John J. Maurer, LLC 4167 Roswell Road, Suite A Atlanta, GA 30342 (770) 443-9822. My Firm is Acting As A Debt Collector Attempting To Collect A Debt. Any Information Obtained Will Be Used For That Purpose. 950 94275 2/8,15,22,3/1, 2023

TS # 2022-04300 Notice Of Sale Under Power Georgia, Gwinnett County

Under and by virtue of the Power of Sale contained in that certain Security Deed given by **Joan Antonio Cotto Rivera to Mortgage Electronic Registration Systems, Inc. as Grantor, as nominee for Brant Mortgage Group, LLC, its successors and assigns**, dated 7/31/2017, and recorded on 8/2/2017, in Deed Book 55300, Page 0223, Gwinnett County, Georgia records, as last assigned to **Freedom Mortgage Corporation** by assignment recorded on 5/12/2022 in Deed Book 55300, Page 0085, conveying the after-described property to secure a Note in the original principal amount of \$132,885.00, with interest thereon as provided for therein, there will be sold at public outcry to the highest bidder for cash before the Courthouse door of Gwinnett County, Georgia, within the legal hours of sale on 3/7/2023, the following described property: All That Tract Or Parcel Of Land Lying And Being In Land Lot 65 Of The 5th Land District, Gwinnett County, Georgia, Being Lot 5, Block A, Edenbrooke At Millstone Subdivision, As Per Plat Recorded In Plat Book 86, Page 168, Gwinnett County Records, Which Plat is Hereby Referred To And Made A Part Of This Description. Said Property is commonly known as **4162 Edenbrooke Circle Loganville, GA 30052**. The indebtedness 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 the sale, as provided in the Security Deed and by law, including attorneys' fees (notice of intent to collect attorneys' fees having been given). The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Freedom Mortgage Corporation, Attention: Loss Mitigation Department, 10500 Kincaid Drive Fishers, IN 46037, Telephone No.: 855-690-5900. 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 security instrument. 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), 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 other matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party (ies) in possession of the property is (are) Joan Antonio Cotto Rivera or tenant(s) or other occupants. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code, (2) final confirmation and audit of the status of the loan with the holder of the Security Deed, and (3) any right of redemption of any other lien not extinguished by foreclosure. The sale is conducted on behalf of the secured creditor under the power of sale granted in the aforementioned security instrument, specifically being Freedom Mortgage Corporation as Attorney in Fact for Joan Antonio Cotto Rivera, Nestor Services, LLC, 2850 Redhill Ave, Suite 240, Santa Ana, CA 92705 (888) 403-4115, TS # 2022-04300 For sale information, visit: <https://www.nestortrust.com/sales-information> or call (888) 902-3989. 950 93473 2/18,15,22,3/1,2023

Notice of Sale Under Power, State of Georgia, County of GWINNETT.

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given to **MANUEL R DELGADO AND ANNA DELGADO HUSBAND AND WIFE TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR QUICKEN LOANS INC.** recorded on 07/31/2007 as Book No. 48138 and Page No. 0871, GWINNETT COUNTY, Georgia records, as last assigned to U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE ON BEHALF OF AND WITH RESPECT TO AJAX MORTGAGE LOAN TRUST 2020 A, MORTGAGE BACKED SECURITIES, SERIES 2020 A (the Secured Creditor), by assignment, conveying the after-described property to secure the debt secured by the original principal amount of \$133,800.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the GWINNETT County Courthouse within the legal hours of sale on the first Tuesday in March, 2023, the following described property: X ID NUMBER: R6173 310 LAND SITUATED IN THE COUNTY OF GWINNETT IN THE STATE OF GA ALL THAT LOT OF GROUND SITUATED IN GWINNETT COUNTY, STATE OF GEORGIA, AND DESCRIBED AS FOLLOWS, THAT IS TO SAY: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 173 OF THE 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING LOT 18, BLOCK D, UNIT SEVEN, INDIAN SPRINGS SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 19, PAGE 73, GWINNETT COUNTY RECORDS, THE IMPROVEMENTS THEREON COMMONLY KNOWN AS 1261 INDIAN WAY NW, LILBURN, GA 30047. The indebtedness 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 Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all ex-

FORECLOSURE

said Security Deed having been used to secure a Note of even date in the original principal amount of One Hundred Eleven Thousand Three Hundred and 00/100 dollars (\$111,200.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to **U.S. Bank Trust National Association, not in its individual capacity, but solely as trustee of the Truman 2021 SC9 Title Trust**, there will be sold at public outcry to the highest bidder for cash at the Gwinnett County Courthouse, within the legal hours of sale on the first Tuesday in March, 2023, 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 117 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 53, BLOCK A OF CHATHAM PARK SUBDIVISION, UNIT TWO, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 64, PAGE 272, GWINNETT COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE TO SAID SECURED CREDITOR'S WARRANTY OF REPRESENTATION AND GUARANTEE, HOWEVER THE PROPERTY IS MORE COMMONLY KNOWN AS **720 CHATHAM PARK DRIVE, LAWRENCEVILLE, GA 30046**. The indebtedness 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 lender may be contacted by telephone through their attorney at 678-443-9822 Michel Crowe. Attorney-in-Fact for Ryan Cook & Shannon Turner Law Offices of: John J. Maurer John J. Maurer, LLC 4167 Roswell Road, Suite A Atlanta, GA 30342 (770) 443-9822. My Firm is Acting As A Debt Collector Attempting To Collect A Debt. Any Information Obtained Will Be Used For That Purpose. 950 94275 2/8,15,22,3/1, 2023

Notice of Sale Under Power, State of Georgia, County of GWINNETT.

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given to **MANUEL R DELGADO AND ANNA DELGADO HUSBAND AND WIFE TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR QUICKEN LOANS INC.** recorded on 07/31/2007 as Book No. 48138 and Page No. 0871, GWINNETT COUNTY, Georgia records, as last assigned to U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE ON BEHALF OF AND WITH RESPECT TO AJAX MORTGAGE LOAN TRUST 2020 A, MORTGAGE BACKED SECURITIES, SERIES 2020 A (the Secured Creditor), by assignment, conveying the after-described property to secure the debt secured by the original principal amount of \$133,800.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the GWINNETT County Courthouse within the legal hours of sale on the first Tuesday in March, 2023, the following described property: X ID NUMBER: R6173 310 LAND SITUATED IN THE COUNTY OF GWINNETT IN THE STATE OF GA ALL THAT LOT OF GROUND SITUATED IN GWINNETT COUNTY, STATE OF GEORGIA, AND DESCRIBED AS FOLLOWS, THAT IS TO SAY: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 173 OF THE 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING LOT 18, BLOCK D, UNIT SEVEN, INDIAN SPRINGS SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 19, PAGE 73, GWINNETT COUNTY RECORDS, THE IMPROVEMENTS THEREON COMMONLY KNOWN AS 1261 INDIAN WAY NW, LILBURN, GA 30047. The indebtedness 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 Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all ex-

FORECLOSURE

penses of this sale, as provided in the Deed to Secure Debt and by law, including attorneys fees (notice of intent to collect attorneys fees having been given). U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE ON BEHALF OF AND WITH RESPECT TO AJAX MORTGAGE LOAN TRUST 2020 A, MORTGAGE BACKED SECURITIES, SERIES 2020 A holds the duly endorsed Note and is the current assignee of the Security Deed to the property, GREGORY FUNDING, LLC, acting on behalf of and, as necessary, in consultation with U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE ON BEHALF OF AND WITH RESPECT TO AJAX MORTGAGE LOAN TRUST 2020 A, MORTGAGE BACKED SECURITIES, SERIES 2020 A (the current assignee of the property), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44 162.2, GREGORY FUNDING LLC may be contacted at: GREGORY FUNDING LLC, P.O. BOX 230579, TIGARD, OR 97281, 866 712 5698. The secured creditor that, pursuant to O.C.G.A. § 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 **1261 INDIAN WAY NW, LILBURN, GEORGIA 30046** is/are: **MANUEL R DELGADO AND ANNA DELGADO HUSBAND AND WIFE** or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9 13 172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE ON BEHALF OF AND WITH RESPECT TO AJAX MORTGAGE LOAN TRUST 2020 A, MORTGAGE BACKED SECURITIES, SERIES 2020 A as Attorney in Fact for MANUEL R DELGADO AND ANNA DELGADO HUSBAND AND WIFE, THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 950 94090 2/8,15,22,3/1, 2023

NOTICE OF SALE UNDER POWER GEORGIA, GWINNETT COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from **MARIA E DRAKE TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS GRANTEE, AS NOMINEE FOR HOMEWARD RESIDENTIAL, INC.**, dated December 4, 2018, recorded December 20, 2018, in Deed Book 56322, Page 00612, Gwinnett County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Fourteen Thousand One Hundred and 00/100 dollars (\$114,100.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to **NewRez LLC, d/b/a Shellpoint Mortgage Servicing**, there will be sold at public outcry to the highest bidder for cash at the Gwinnett County Courthouse, within the legal hours of sale on the first Tuesday in March, 2023, 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 LOTS 179 AND 180, OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING UNIT 59, BLOCK B OF SPRINGLAKE COVE, A CONDOMINIUM, UNIT THREE, PHASE B, AS PER PLAT RECORDED IN CONDOMINIUM PLAT BOOK 3, PAGES 24-26, GWINNETT COUNTY, GEORGIA RECORDS, SUBJECT TO THAT CERTAIN DECLARATION OF CONDOMINIUM FOR SPRINGLAKE COVE, A CONDOMINIUM, FILED FOR RECORD JULY 25, 2000, AND RECORDED AT DEED BOOK 20961, PAGES 224-258, GWINNETT COUNTY, GEORGIA RECORDS, WHICH DECLARATION MAY BE AMENDED FROM TIME TO TIME AND WHICH TERMS AND CONDITIONS ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE. Said legal description being controlling, however the property is more commonly known as **404 SPRINGBOTTOM CT, LAWRENCEVILLE, GA 30046**. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed. 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 (having been given) and all other payments provided for under the terms of the Security Deed. Said property will be sold on an as-is basis without any representation, warranty or recourse against the above-named 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

FORECLOSURE

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 MARIA E DRAKE, 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) 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: NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, Loss Mitigation Dept., 75 Beattie Place Ste. 300, Greenville, SC 29601, Telephone Number: 800-365-7107. Nothing in O.C.G.A. Section 44-14-162.2 shall be construed to require a secured creditor to negotiate, amend, or modify the terms of the mortgage instrument. NEWREZ LLC d/b/a SHELLPOINT MORTGAGE SERVICING AS ATTORNEY IN FACT FOR MARIA E DRAKE 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. Attorney Contact: Rubin Lubin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. SHP-22-02341-8 Ad Run Dates: 02/08/2023, 02/15/2023, 02/22/2023, 03/01/2023 riselaw.com/property-listing 950 93475 2/8,15,22,3/1,2023

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF GWINNETT

Under and by virtue of the power of sale contained in that certain Security Deed dated July 25, 1997, from **Jeffrey D. Evans to Terrace Mortgage Company**, recorded on July 31, 1997 in Deed Book 14520 at Page 240 Gwinnett County, Georgia records, having been last sold, assigned, transferred and conveyed to **Nationstar Mortgage LLC, d/b/a Mr. Cooper** by Assignment and Assumption of Mortgage, there will be secured a note dated August 1, 2012, in the amount of \$85,000.00, and 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 Gwinnett County, Georgia, on March 7, 2023 the following described property: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 195 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA AS SHOWN ON A PLAT OF SURVEY PREPARED FOR JEFFREY D. EVANS AND JANE EVANS, AND RECORDED AS WESTERLY AS MEASURED ALONG THE NORTHEASTERLY LINE OF BURNETT ROAD FROM THE SOUTH-EASTERLY LINE OF LAND LOT 195; THENCE NORTH 55 DEGREES 37 MINUTES 22 SECONDS WEST, 214.09 FEET TO A POINT; THENCE NORTH 60 DEGREES 51 MINUTES 21 SECONDS WEST, 276.07 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY SIDE OF BURNETT ROAD (BASED ON AN 80-FOOT RIGHT-OF-WAY); THENCE NORTH 34 DEGREES 31 MINUTES 30 SECONDS EAST, 149.07 FEET TO AN IRON PIN FOUND ON THE CENTERLINE OF UNDED ROAD; THENCE SOUTH 45 DEGREES 37 MINUTES EAST, 199.9 FEET TO AN IRON PIN; THENCE SOUTH 42 DEGREES 00 MINUTES 02 SECONDS EAST, 286.3 FEET TO AN IRON PIN; THENCE SOUTH 41 DEGREES 57 MINUTES 54 SECONDS EAST, 14.11 FEET TO AN IRON PIN; THENCE SOUTH 34 DEGREES 31 MINUTES 30 SECONDS WEST, 20.0 FEET TO AN IRON PIN ON THE NORTHEASTERLY SIDE OF BURNETT ROAD AND THE POINT OF BEGINNING. The debt secured by the Security Deed 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 Security Deed, accrued interest, and all expenses of the sale, including attorneys fees, notices of intent to collect attorneys' fees (having been given) as provided by law. To the best of the undersigned's knowledge, the person(s) in possession of the property is Jeffrey D. Evans. The property, being commonly known as **3423 Burnette Rd, Suwanee, GA, 30024** in Gwinnett County, will be sold as the property of the secured creditor, 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 Security Deed. Pursuant to O.C.G.A. Section 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, d/b/a Mr. Cooper, collect attorneys' 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 Jeffrey D. Evans. The property, being commonly known as **3423 Burnette Rd, Suwanee, GA, 30024** in Gwinnett County, will be sold as the property of the secured creditor, 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 Security Deed. Pursuant to O.C.G.A. Section 44-14-162.2 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) final confirmation and audit of the status of the loan with the holder of the Security Deed. All that tract or parcel of land lying and being in Land Lot 163 of the 5th District, Gwinnett County, Georgia, being Lot 61, Block A, Gardenside Subdivision as per plat thereof recorded in Plat Book 111, pages 117-119, Gwinnett County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description. The indebtedness secured by said Security Deed has been and is hereby declared due and payable because of, among other possible events of default, non-payment of the monthly installments as required by said 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) and all other payments provided for under the terms of the Security Deed and Note. Said property will be sold subject to any outstanding ad val-

FORECLOSURE

Fact for Jeffrey D. Evans 100 Galleria Parkway, Suite 960 Atlanta, GA 30339 Phone: (770) 373-4242 By: Rohan Gupta For The Firm TS# 2022-04195. THE DEBT SECURED BY 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 THE SALE, AS PROVIDED IN THE NOTE AND SECURITY DEED. NOTICE HAS BEEN GIVEN OF INTENTION TO COLLECT ATTORNEYS FEES (NOTICE OF INTENT TO COLLECT ATTORNEYS FEES HAVING BEEN GIVEN). THE ENTITY HAVING FULL AUTHORITY TO NEGOTIATE, AMEND, OR MODIFY ALL TERMS OF THE LOAN (ALTHOUGH NOT REQUIRED BY LAW TO DO SO) IS: SELENE FINANCE TO WHICH 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 DEBT SECURED BY THE SECURITY DEED 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 SECURITY DEED, ACCRUED INTEREST, AND ALL EXPENSES OF THE SALE, INCLUDING ATTORNEYS FEES, NOTICES OF INTENT TO COLLECT ATTORNEYS FEES (HAVING BEEN GIVEN) AND ALL OTHER PAYMENTS PROVIDED FOR UNDER THE TERMS OF THE SECURITY DEED AND NOTE. 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 ANY OTHER 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. SAID PROPERTY WILL BE SOLD AT PUBLIC OUTCRY TO THE HIGHEST BIDDER FOR CASH BEFORE THE COURTHOUSE DOOR OF GWINNETT COUNTY, GEORGIA, WITHIN THE LEGAL HOURS OF SALE ON THE FIRST TUESDAY IN APRIL, 2023, THE FOLLOWING DESCRIBED PROPERTY: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 195 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA AS SHOWN ON A PLAT OF SURVEY PREPARED FOR JEFFREY D. EVANS AND JANE EVANS, AND RECORDED AS WESTERLY AS MEASURED ALONG THE NORTHEASTERLY LINE OF BURNETT ROAD FROM THE SOUTH-EASTERLY LINE OF LAND LOT 195; THENCE NORTH 55 DEGREES 37 MINUTES 22 SECONDS WEST, 214.09 FEET TO A POINT; THENCE NORTH 60 DEGREES 51 MINUTES 21 SECONDS WEST, 276.07 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY SIDE OF BURNETT ROAD (BASED ON AN 80-FOOT RIGHT-OF-WAY); THENCE NORTH 34 DEGREES 31 MINUTES 30 SECONDS EAST, 149.07 FEET TO AN IRON PIN FOUND ON THE CENTERLINE OF UNDED ROAD; THENCE SOUTH 45 DEGREES 37 MINUTES EAST, 199.9 FEET TO AN IRON PIN; THENCE SOUTH 42 DEGREES 00 MINUTES 02 SECONDS EAST, 286.3 FEET TO AN IRON PIN; THENCE SOUTH 41 DEGREES 57 MINUTES 54 SECONDS EAST, 14.11 FEET TO AN IRON PIN; THENCE SOUTH 34 DEGREES 31 MINUTES 30 SECONDS WEST, 20.0 FEET TO AN IRON PIN ON THE NORTHEASTERLY SIDE OF BURNETT ROAD AND THE POINT OF BEGINNING. THE DEBT SECURED BY THE SECURITY DEED 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 SECURITY DEED, ACCRUED INTEREST, AND ALL EXPENSES OF THE SALE, INCLUDING ATTORNEYS FEES, NOTICES OF INTENT TO COLLECT ATTORNEYS FEES (HAVING BEEN GIVEN) AND ALL OTHER PAYMENTS PROVIDED FOR UNDER THE TERMS OF THE SECURITY DEED AND NOTE. 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 ANY OTHER 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. SAID PROPERTY WILL BE SOLD AT PUBLIC OUTCRY TO THE HIGHEST BIDDER FOR CASH BEFORE THE COURTHOUSE DOOR OF GWINNETT COUNTY, GEORGIA, WITHIN THE LEGAL HOURS OF SALE ON THE FIRST TUESDAY IN APRIL, 2023, THE FOLLOWING DESCRIBED PROPERTY: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 195 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA AS SHOWN ON A PLAT OF SURVEY PREPARED FOR JEFFREY D. EVANS AND JANE EVANS, AND RECORDED AS WESTERLY AS MEASURED ALONG THE NORTHEASTERLY LINE OF BURNETT ROAD FROM THE SOUTH-EASTERLY LINE OF LAND LOT 195; THENCE NORTH 55 DEGREES 37 MINUTES 22 SECONDS WEST, 214.09 FEET TO A POINT; THENCE NORTH 60 DEGREES 51 MINUTES 21 SECONDS WEST, 276.07 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY SIDE OF BURNETT ROAD (BASED ON AN 80-FOOT RIGHT-OF-WAY); THENCE NORTH 34 DEGREES 31 MINUTES 30 SECONDS EAST, 149.07 FEET TO AN IRON PIN FOUND ON THE CENTERLINE OF UNDED ROAD; THENCE SOUTH 45 DEGREES 37 MINUTES EAST, 199.9 FEET TO AN IRON PIN; THENCE SOUTH 42 DEGREES 00 MINUTES 02 SECONDS EAST, 286.3 FEET TO AN IRON PIN; THENCE SOUTH 41 DEGREES 57 MINUTES 54 SECONDS EAST, 14.11 FEET TO AN IRON PIN; THENCE SOUTH 34 DEGREES 31 MINUTES 30 SECONDS WEST, 20.0 FEET TO AN IRON PIN ON THE NORTHEASTERLY SIDE OF BURNETT ROAD AND THE POINT OF BEGINNING. THE DEBT SECURED BY THE SECURITY DEED 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 SECURITY DEED, ACCRUED INTEREST, AND ALL EXPENSES OF THE SALE, INCLUDING ATTORNEYS FEES, NOTICES OF INTENT TO COLLECT ATTORNEYS FEES (HAVING BEEN GIVEN) AND ALL OTHER PAYMENTS PROVIDED FOR UNDER THE TERMS OF THE SECURITY DEED AND NOTE. 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 ANY OTHER 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. SAID PROPERTY WILL BE SOLD AT PUBLIC OUTCRY TO THE HIGHEST BIDDER FOR CASH BEFORE THE COURTHOUSE DOOR OF GWINNETT COUNTY, GEORGIA, WITHIN THE LEGAL HOURS OF SALE ON THE FIRST TUESDAY IN APRIL, 2023, THE FOLLOWING DESCRIBED PROPERTY: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 195 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA AS SHOWN ON A PLAT OF SURVEY PREPARED FOR JEFFREY D. EVANS AND JANE EVANS, AND RECORDED AS WESTERLY AS MEASURED ALONG THE NORTHEASTERLY LINE OF BURNETT ROAD FROM THE SOUTH-EASTERLY LINE OF LAND LOT 195; THENCE NORTH 55 DEGREES 37 MINUTES 22 SECONDS WEST, 214.09 FEET TO A POINT; THENCE NORTH 60 DEGREES 51 MINUTES 21 SECONDS WEST, 276.07 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY SIDE OF BURNETT ROAD (BASED ON AN 80-FOOT RIGHT-OF-WAY); THENCE NORTH 34 DEGREES 31 MINUTES 30 SECONDS EAST, 149.07 FEET TO AN IRON PIN FOUND ON THE CENTERLINE OF UNDED ROAD; THENCE SOUTH 45 DEGREES 37 MINUTES EAST, 199.9 FEET TO AN IRON PIN; THENCE SOUTH 42 DEGREES 00 MINUTES 02 SECONDS EAST, 286.3 FEET TO AN IRON PIN; THENCE SOUTH 41 DEGREES 57 MINUTES 54 SECONDS EAST, 14.11 FEET TO AN IRON PIN; THENCE SOUTH 34 DEGREES 31 MINUTES 30 SECONDS WEST, 20.0 FEET TO AN IRON PIN ON THE NORTHEASTERLY SIDE OF BURNETT ROAD AND THE POINT OF BEGINNING. THE DEBT SECURED BY THE SECURITY DEED 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 SECURITY DEED, ACCRUED INTEREST, AND ALL EXPENSES OF THE SALE, INCLUDING ATTORNEYS FEES, NOTICES OF INTENT TO COLLECT ATTORNEYS FEES (HAVING BEEN GIVEN) AND ALL OTHER PAYMENTS PROVIDED FOR UNDER THE TERMS OF THE SECURITY DEED AND NOTE. 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 ANY OTHER 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. SAID PROPERTY WILL BE SOLD AT PUBLIC OUTCRY TO THE HIGHEST BIDDER FOR CASH BEFORE THE COURTHOUSE DOOR OF GWINNETT COUNTY, GEORGIA, WITHIN THE LEGAL HOURS OF SALE ON THE FIRST TUESDAY IN APRIL, 2023, THE FOLLOWING DESCRIBED PROPERTY: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 195 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA AS SHOWN ON A PLAT OF SURVEY PREPARED FOR JEFFREY D. EVANS AND JANE EVANS, AND RECORDED AS WESTERLY AS MEASURED ALONG THE NORTHEASTERLY LINE OF BURNETT ROAD FROM THE SOUTH-EASTERLY LINE OF LAND LOT 195; THENCE NORTH 55 DEGREES 37 MINUTES 22 SECONDS WEST, 214.09 FEET TO A POINT; THENCE NORTH 60 DEGREES 51 MINUTES 21 SECONDS WEST, 276.07 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY SIDE OF BURNETT ROAD (BASED ON AN 80-FOOT RIGHT-OF-WAY); THENCE NORTH 34 DEGREES 31 MINUTES 30 SECONDS EAST, 149.07 FEET TO AN IRON PIN FOUND ON THE CENTERLINE OF UNDED ROAD; THENCE SOUTH 45 DEGREES 37 MINUTES EAST, 199.9 FEET TO AN IRON PIN; THENCE SOUTH 42 DEGREES 00 MINUTES 02 SECONDS EAST, 286.3 FEET TO AN IRON PIN; THENCE SOUTH 41 DEGREES 57 MINUTES 54 SECONDS EAST, 14.11 FEET TO AN IRON PIN; THENCE SOUTH 34 DEGREES 31 MINUTES 30 SECONDS WEST, 20.0 FEET TO AN IRON PIN ON THE NORTHEASTERLY SIDE OF BURNETT ROAD AND THE POINT OF BEGINNING. THE DEBT SECURED BY THE SECURITY DE