Foreclosures

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me sidus or The loan with the holder of the Security Deed. Albertelli Law Attorney for Nationstar Mortgage LLC as Attorney in Fact for Bernard L. Bearry, Jr. and Katheryn M. Maxwell 100 Galleria Parkway, Suite 960 Atlanta, GA 30339 Phone: (770) 373-4242 By: Rohan Rupani For the Firm (770) 373-4242 BY: Rôhan Rupani For the Firm THIS FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. - 23-004614 A-4787019 6:28;7:5,12,19,26,2023

G:28;7:5,12,19,26,2023

GDP2308

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NOTICE OF SALE

UNDER POWER

GEORGIA, GWINNETT

COUNTY

By virtue of a Power of
Sale contained in that
certain Security Deed
from NELSON A SANTANA and GLORIA P
SANTIAGO to METLIFE
HOME LOANS, A DIVISION OF METLIFE
BANK, N.A., dated
February 3, 2010, record
ed February 10, 2010, in
Deed Book 49935, Page
00241, Gwinnett County,
Georgia Records, said
Security Deed having
been given to secure been given to secure a Note of even date in the original principal amount of One Hundred Seventy-Seven Thousand and Seven Thousand and 00/100 dollars (\$177,000.00), with interest thereon as provided for therein, said Security Deed having been last Deed having been last sold, assigned and trans-ferred to Mortgage As-sets Management, LLC, sets Management, LLC, there will be sold at public outcry to the highest bidder for cash at the Gwinnett Court-house, within the legal hours of sale on the first Tuesday in August, 2023, all property described in said Security Deed including but not limited to the following described property:

cluding but not limited to the following described property:
ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 1 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING KNOWN AS LOT 80, BLOCK A, OF AVALON FOREST SUBDIVISION, UNIT TWO, AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 59, PAGE 191, GWINNETT COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION: BEING KNOWN AS 2800 SCRIPTION: BEING KNOWN AS 2800 CAMELOT WOODS DRIVE, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN GWINNETT COUNTY, GEORGIA. Said legal description being controlling, however the property is more commonly known as 2800 CAMELOT WOODS DRIVE,

LAWRENCEVILLE, GA 30044. 30044. 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 (notice to collect same having been given) and having been given) and

for under the 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 will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the proper-

inspection of the proper-ty; all zoning ty; 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 NELSON A SANTANA, GLORIA P SANTIAGO, ESTATE AND/OR HEIRS-ATLAW OF GLORIA SANTIAGO, MICHAEL T KING, RAQUEL CUADRADO, ESTATE AND/OR HEIRS AT LAW OF NELSON SANTANA, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the ty; all ordinances;

mation 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 entity having full au-

thority to negotiate, amend or modify all terms of the loan (alterms of the loan (al-though not required by law to do so) is: PHH Mortgage Corporation, Loss Mitigation Dept., 1661 Worthington Road Ste 100, West Palm Beach, FL 33409, Tele-phone Number: 866-503-5559. Nothing in O.C.G.A. Section 44-14-162.2 shall be construed to require a be construed to require a secured creditor to negotiate, amend, or modify tiate, amend, or modify the terms of the mortgage instrument.
MORTGAGE ASSETS
MANAGEMENT, LLC
as Attorney in Fact for
NELSON A SANTANA,
GLORIA P SANTIAGO
THE BELOW LAW GLORIA P SANTIAGO
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
Lublin, LLC, 3145 Avaion
Ridge Place, Suite 100,
Peachtree Corners, GA
30071

Telephone Number: (877) 813-0992 Case No.

RMU-22-04940-3 rlselaw.com/property-listing 7:5,12,19,26,2023

GDP2721

gpn11 NOTICE OF SALE UNDER POWER By virtue of the power of sale contained in a Deed to Secure Debt from Hardy C. Chukwu to PNC Bank filed January 10, 2017 in Deed Book 54897, Page 660, Gwinnett County, Georgia records, conveying the after described property to secure a Note in the original

Foreclosures

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outcry to the highest bidder for cash before the Courthouse door of Gwinnett County, Georgia, between the legal hours of sale on the first Tuesday in August (August 1, 2023), by Sleep Again Capital, LLC as Attorney-in-Fact for Hardy C. Chukwu for the following property to-wit: Situate in Gwinnett County, Georgia, all that tract or parcel of land lying and being in Land Loi 347 of the 6th District, Gwinnett County, Georgia, District, Gwinnett County, Georgia, Records, which recorded plat is incorporated herein by this reference and made a part of this description.

Subject to all easements, conditions, reservations, leases and restrictions of record, all legal highways, all rights of way, all zoning, building and other laws, ordinances and regulations, all rights of tenants in possession, and all restate taxes and assessoutcry to the highest bidder for cash before the

possession, and all real estate taxes and assess-

estate taxes and assess-ments not yet due and payable. Being the same property conveyed by deed record-ed in Volume 53440, Page 376, of the Gwinnett County, Records Records.

The above described property is also known as 4702 Outer Bank Drive,
Peachtree Corners, GA
30092 and carries a Tax
Parcel Number of
R6347200. However Parcel Number of R6347200. However please rely only on the above legal description for location of the property. If the property contains multiple lots or parcels, the undersigned reserves the right to sell the property or any portion thereof in separate lots, parcels or as a whole. The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of among other possible events of default, failure to pay indebtedness as and when due pursuant to said Deed to Secure Debt and Note. The debt remaining in default, this sale ing in default, this sale will be made for the purwill be made for the purposes of paying the same and all expenses of sale, including attorneys fees, if applicable. The property will be sold as the property of Sleep Again Capital, LLC, subject to the following: all prior restrictive covenants, easements, rights-of-way, security deeds or other encumbrances of record; all valid zoning ordinances; matters which would be disclosed by an accurate survey of which would be disclosed by an accurate survey of the property or by any inspection of the proper-ty; all outstanding taxes, assessments, unpaid bills, charges and ex-penses that are a lien against the property whether due and payable

whether due and payable or not yet due and payable. This 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 as to the amount and status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Sec. 44-14-62.2, the name, address and tele-Pursuant to O.C.G.A.
Sec. 44-14-16.2, 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, in addition to its
counsel identified below:
Sleep Again Capital, LLC
2536 Rimrock Avenue, Suite 400 - 103, Grand Junction, CO, 81505, US

Junction, CO, 81505, US 303-578-0045 The foregoing notwith-standing, nothing in O.C.G.A. Sec. 44-14-162.2 shall be construed to re-quire Sleep Again Capi-tal, LLC to negotiate, amend or modify the terms of the Deed to Se-cure. Debt described Debt described

cure herein. herein. Sleep Again Capital, LLC As Attorney-in Fact for Hardy C. Chukwu FREEMAN MATHIS & GARY, LLP

FREÉMAN MATHIS & GARY, LLP
Travis Knobbe, Esa.
100 Galleria Parkway, Suite 1600
Atlanta, GA 30339-5948
THIS COMMUNICATION IS FROM A DEBT COLLECT A DEBT; SNY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF THE DEBT IS IN ACTIVE BANKRUPTCY OR HAS BEEN DISCHARGED THROUGH BANKRUPTCY, THIS COMMUNICATION IS NOT INTENDED AS AND DOES NOT CONSTITUTE AN ATTEMPT TO COLLECT A DEBT.
7/5 12 19 26 2023

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NOTICE OF SALE UNDER POWER STATE
OF GEORGIA, COUNTY
OF GWINNETT By
virtue of a Power of Sale
contained in that certain
Security Deed from Kenneth Bryan Jackson to
Mortgage Electronic
Registration Systems,
Inc. as nominee for Broker Solutions, Inc. dba
New American Funding,
its successors and assigns, dated October 11,
2019 and recorded on October 15, 2019 in Deed
Book 56955, Page 130, in
the Office of the Clerk of
Superior Court of Gwinnett County, Georgia,
said Security Deed having been given to secure
a Note of even date, in
the original principal said Security Deed having been given to secure a Note of even date, in the original principal amount of Two Hundred Thirty-Three Thousand and 00/100 dollars (\$233,000.00) with interest thereon as provided therein, as last transferred to Broker Solutions, Inc. d/b/a New American Funding, recorded in Deed Book 59624, Page 338, aforesaid records, 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 has or may be lawfully designated as an alternative location, within the legal hours of sale on the first Tuesday in August, 2023, all property lescribed in said Securigust, 2023, all property described in said Securi-ty Deed including but not limited to the following limited to the following described property: All that tract or parcel of land lying and being in Land Lot 194 of the 5th District, of Gwinnett County, Georgia, and being Lot 5, Block D of The Landing at Bay Creek, Unit 1, as per plat recorded in Plat Book 102, Page 42-44 of Gwinnett County, Georgia Records, which plat is incorporated herein and made a part hereof by reference. Said property being known as 832 Creek

Bottom Road according to the present system of numbering property in Gwinnett County Geor-Gwinnett County Georgia. Said property may more commonly be known as 832 Creek Bothom Road, Loganville, GA 30052. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments on said loan. The debt remaining in default, this

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Foreclosures

monthly installments on said loan. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, including attorneys fees, including attorneys fees having been given). The individual or entity that has full authority to negotiate, amend and modify all terms of the loan is Broker Solutions Inc. dba New American Funding, Co Home Retention Department, 11001 Lakeline Blvd. Ste. 325, Austin, TX 7817. Said property will be sold on an as-is basis without only representation, warranty or recourse against the above-named or the undersigned. The sale the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: a) zoning ordinances; b) matters which would be disclosed by an accurate survey or by an inspection of the property; c) any outstanding ad valorem taxes, including taxes, which constitute liens upon said property whether or not now due taxes, which constitute liens upon said property whether or not now due and payable; all seven property whether or not now due and payable; all seven property of redemption of any taxing authority; f) all outstanding bills for public utilities which constitute liens upon said property; g) all restrictive covenants, easements, rights-of-way and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owners and party in possession of the property are Kenneth Bryan Jackson and or tenant(s). 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. Broker Solutions Inc. dba New American Funding as Attorney-in-Fact for Kenneth Bryan Jackson Contact: Padgett Law Group: 6267 Old Water Oak Road, Suite 203, Tallahossee, FL 32312; (850)

Oak Road, Suite 203, Tal-lahassee, FL 32312; (850) 422-2520 7/5 12 19 26 2023

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NOTICE OF FORECLOSURE SALE UNDER
POWER FORSYTH
COUNTY, GEORGIA
Under and by virtue of
the Power of Sale contained in a Security Deed
given by Rachell Kim to
Eunae Yu, dated
12/28/2022, and recorded
in Deed Book 60390, Page
00819 Gwinnett County,
Georgia Records, contyving the after-de-00819 Gwinnett County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of Thirty Five Thousand and 0/100 dollars (335,000.0), 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, within the legal hours of sale on 80/01/2023, the following described property: All that tract or parcel of land identified as 3750 Crescent Walk Lane, Map & Parcel Number R7215 279, in Land Lot 15 of the 7th District in Gwinnett County, Georgia Records. The debt secured by sold Security Doord her beach property is cured by said Security Deed has been and is hereby declared due behereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, includpaying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: William R. Carlisle, attorney for Eunae Yu and he can be contacted at (770) 337-4964, or by writing to 4607 Cardinal Ridge Way, Flowery Branch, GA 30542, to discuss possible alternatives to avoid foreclosure. Said property will be sold subject to any outstanding at valorem taxes (including taxes which are a lien, but not yet due and payable), any matter which might hadis. and payable), any mat ters which might be dis ters 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. To the best knowledge and belief of the undersigned, the parknowledge and belief of the undersigned, the party in possession of the property is Rachell Kim or tenant(s); and said property is commonly known as 3750 Crescent Walk Lane, Suwanee, GA 30024. 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 sta-

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 or other
lien not extinguished by
foreclosure.
William R. Carlisle as
Attorney at Law for Eunae Yu, phone (770) 3374964, or by writing to:
4607 Cardinal Ridge Way,
Flowery Branch, GA
30542.
7/5 12 19 26 2023

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gpn11
NOTICE OF SALE UNDER POWER STATE
OF GEORGIA, COUNTY
OF GWINNETT By
virtue of a Power of Sale
contained in that certain
Security Deed from
Stephen Robert Munier
to Mortgage Electronic
Registration Systems,
Inc., as nominee for
Branch Banking and
Trust Company, dated
April 20, 2014 and record
ed on December 1, 2014 ed on December 1, 2014 in Deed Book 53253, Page in December 1, 2013
in Deed Book \$3223, Page 23, in the Office of the Clerk of Superior Court of Gwinnett County, Georgia, said Security Deed having been given to secure a Note of even date, in the original principal amount of One Hundred Sixty-Two Thousand and 00/100 dollars (\$162,000.00) with interest thereon as provided therein, 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 has or may be lawfulnative location, within
the legal hours of sale on
the first Tuesday in August, 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 271 OF THE 6TH
DISTRICT, GWINNETT
COUNTY, GEORGIA,
BEING LOT 7, BLOCK
A, WYNTREE SUBDIVISION, UNIT ONE, AS
PER PLAT RECORDED
IN PLAT BOOK 61,
PAGE 169, GWINNETT
COUNTY, GEORGIA
RECORDS, WHICH
RECORDS, WHICH
RECORDDD PLAT IS
INCORPORATED
HEREIN BY THIS REF-LEONARD HENDER-SON AND KELLI LANG-LEY or tenant/tenants. Said property will be sold subject to (a) any out-standing ad valorem tax-es (including taxes which are a lien, but not yet are a lien, but not yet due and payable), to 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, 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 of Co.C.G.A. Section 9 13 172.1, which allows for certain procedures regarding the rescission of judicial and noniudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph, WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELS FARGO HOME MORTGAGE INC. ESSOR BY MERGER TO MELS FARGO HOME MORTGAGE INC. SATONEY HEAD THAN EACH TO COLLECTOR ATTEMPTING TO COLLECTOR ATTEMPTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECTOR ATTEMPTING TO COLLECTOR ATTEMPTING AS A DEBT COLLECTOR

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RECURDED FLAI IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS DESCRIPTION. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. Said property may more commonly be known as 5325 Wyntree Court, Peachtree Court, Pe

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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 by
LEONARD HENDERSON AND KELLI LANGLEY to WELLS FARGO
HOME MORTGAGE,
INC., dated 06/17/2003,
and Recorded on
7/29/2003 as Book No. GDP2923 07/29/2003 as Book No. 33863 and Page No. 0041, GWINNETT County, GWINNETT County, Georgia records, as last assigned to WELLS FARGO BANK, N.A. SUCCESSOR BY MERG-ER TO WELLS FARGO

KNOWN

KNOWN AS: MICHAELS

manner provided in the Note and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorneys fees (notice of intent to collect attorneys fees having been given). BANK OF AMERICA, N.A. holds the duly endorsed Note and is the current assignee of the Security Deed to the property. BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, acting on behalf of and, as necessary, in consultation with BANK OF AMERICA, N.A. (the current investor on the

current investor on the loan), is the entity with the full authority to nego-

loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44 14 162.2, BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP may be contacted at BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, 7105 CORPORATE DRIVE, PLANO, TX 75024, 800 669 6650. TX 75024, 800 669 6650.

rerms or the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 3705 MICHAELS CREEK WAY, LOGANVILLE, GEORGIA 30052 is/are: SHIRLEY A BYRD 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 motters 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, est. 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 (C.C.G.A. Section 9 13 172.1, which allows for certain the State of th

garding he 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. BANK OF AMERICA, N.A. as Attorney in Fact for SHIRLEY A BYRD. THIS LAW FIRM IS ACTING AS A DEST COLLECTOR A TEMPTING TO COLLECT A DEBT. ANY INFORMATION OB-

SOCCESSOR BY MERGO HOME MORTGAGE INC (the Secured Creditor), by assignment, conveying the after described property to secure a Note of even date in the original principal amount of \$204,380.00, 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 August, first Tuesday in August, 2023, the following de-SCRIBED. SAID PROPERTY IS IMPROVED THE PRESENT SYSTEM OF NUMBERING PROPERTY IN GWINNETT COUNTY, GEORGIA. The debt secure bebt has been and is hereby devents of default, failure to pay the indebtedness as and when due and in the manner provided in the Mote and Deed to Secure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by low, including at orders between the property is and the property is the part of the property is the part of the property is the part of t

torneys fees (notice of intent to collect attorneys fees having been given). WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE INC holds the duly endorsed Note and is the current assignee of the Security Deed to the property. WELLS FARGO BANK, N.A., acting on behalf of and, as necessary, in consultation with WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE INC (the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44 14 162.2, WELLS FARGO BANK, N.A. may be contacted at: WELLS FARGO BANK, N.A. Hay be contacted at: WELLS FARGO BANK, N.A. \$414 1402.2, the secured creditor is not required to amend or O.C.G.A. § 44 14 62.2, 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 1464 MILLENNIAL LANE, LAWENCEVILLE, GEORGIA 30045 is/are: Foreclosures Foreclosures TAINED WILL BE USED FOR THAT PURPOSE. 00000009812793 BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 4004 Belt Line Road, Suite 100 Ad-dison, Texas 75001 Tele-phone: (972) 341 5398. 7/5,12,19,26,2023

GDP2926 gpm11
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 by RICKY FOREST AND TERESA A FOREST to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR PENNYMAC LOAN SERVICES, LLC, dated 11/18/2014, and Recorded on 12/08/2014 and Recorded on 12/08/2014, and Re

GDP2924
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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 by
SHIRLEY A BYRD to
BANK OF AMERICA,
N.A. , dated 05/03/2005,
and Recorded on
Recorded on
No. No. No. and Recorded on 06/02/2005 as Book No. 42944 and Page No. 0111, GWINNETT County, Georgia records, as last assigned to BANK OF AMERICA, N.A. (the Secured Creditor), by assignment, conveying the after described property to secure a Note of even date in the original principal amount of FROM THE INTERSECTION
OF THE EASTERLY
RIGHT OF WAY OF
SUMMIE DRIVE (60'
RW) WITH THE
SOUTHERLY RIGHT
OF WAY OF RUNELLE
PLACE (60' RW) (IF
SAID INTERSECTION
WAS
EXTENDED), AND
RUNNING THENCE

the described property to secure a Note of even date in the original principal amount of \$50,000.00, with interest at the rate specified therein, there will be sold by the undersigned of public outcry to the highest bidder for cash at the GWINNETT County Courthouse within the legal hours of sale on the first Tuesday in August, 2023, the following described property: THE FOLLOWING DESCRIBED PROPERTY: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT(S) 65 OF THE 5 DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT (S) 15, BLOCK A, MILLSTONE SUBDIVISION, PHASE 1, AS PER PLAT RECORDED IN PLAT BOOK 80, PAGE 17, GWINNETT COUNTY, GEORGIA RECORDED IN PLAT BOOK 80, PAGE 17, GWINNETT COUNTY, GEORGIA RECORDED IN PLAT BOOK 80, PAGE 17, GWINNETT COUNTY, GEORGIA RECORDED IN PLAT BOOK 80, PAGE 17, GWINNETT COUNTY, GEORGIA RECORDED IN PLAT BOOK 80, PAGE 17, GWINNETT COUNTY, GEORGIA RECORDED SOON/1999 IN BOOK 18329, PAGE 266. KNOWN AS: 3705 MICHAELS CREEK WAS
EXTENDED), AND
RUNNING THENCE
EASTERLY ALONG
THE SOUTHERLY
RIGHT OF WAY OF
RUNNELLE PLACE A
DISTANCE OF 184.13
FEET TO AN IRON PIN
SET; THENCE RUNNING
SET; THENCE RUNNING
WESTERLY A
DISTANCE OF 188.01
FEET TO AN IRON PIN
SET; THENCE RUNNING WESTERLY A
DISTANCE OF 68.16
FEET TO AN IRON PIN
SET; THENCE RUNNING WESTERLY A
DISTANCE OF 68.16
FEET TO AN IRON PIN
SET; THENCE CON
SET; THENCE RUNNING NORTHWESTERLY A DISTANCE OF
37.03 FEET TO AN IRON
PIN SET; THENCE
RUNNING WESTERLY
A DISTANCE OF
37.03 FEET TO AN IRON
PIN SET; THENCE
FUNNING WESTERLY
A DISTANCE OF 43.54
FEET TO AN IRON
PIN SET; THENCE

KNOWN AS: 3705
MICHAELS
CREEK
WAY The debt secured
by said Deed to Secure
Debt has been and is
hereby declared due because of, among other
possible events of default, failure to pay the
indebtedness as and
when due and in the
manner provided in the
Note and Deed to Secure
Debt Berguse the debt

A DISTANCE OF 43.54
FEET TO AN IRON
PIN SET; THENCE
RUNNING NORTHEASTERLY A DISTANCE OF 171.5 FEET
TO AN IRON PIN
FOUND AT THE POINT
OF BEGINNING.
WITH PROPERTY BEING FURTHER
DESCRIBED BY SURVEY
RECORDED AT PLAT
BOOK 56, PAGE 298B,
GWINNETT COUNTY,
GEORGIA RECORDS.
TAX ID NO.
BEING THE SAME
PROPERTY CONVEYED BY WARRANTY DEED
GRANTOR
JAMES A. LEMONS
AND PENELOPE L. AND PENELOPE LEMONS GRANTEE:

RICKY FOREST AND TERESA A FOREST AS JOINT TENANTS WITH RIGHTS OF SURVIVOR-PAGE

SHIP DATED: 12/27/2013 RECORDED 12/31/2013 DOC#/BOOK 52719 262 52719 262
ADDRESS:
STIP 262
ADDRESS:
RUNELLE PL SW, LILBURN, GA 30047 The
debt secured by soid
Deed to Secure Debt has
been and is hereby declared due because of,
among other possible
events of default, failure
to pay the indebtedness
as and when due and in
the manner provided in
the Note and Deed to Secure Debt. Because the cure Debt. Because the debt remains in default, this sale will be made for the purpose of paying the same and all expenses of same and all expenses 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). PENNYMAC LOAN SERVICES, LLC holds the duly endorsed Note

SERVICES, LLC notes the duly endorsed Note and is the current assignee of the Security Deed to the property. PENNYMAC LOAN SERVICES, LLC, acting on behalf of and, as necessary, in consultation with PENNYMAC LOAN SERVICES, LLC (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C. G.A. § 44 14 162.2, PENNYMAC LOAN SERVICES, LLC (Day be contacted at PENNYMAC LOAN SERVICES, LC, 3043 TOWNSGATE ROAD, SERVICES, LC, 3043 TOWNSGATE ROAD, SUITE 200, WESTLAKE VILLAGE, CA 91361, 866 549 3583. Please note that, pursuant to O.C.G.A. § 44 14 162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the porty/parties in possession of the subject property known as 3428 RUNELLE PL SW, LILBURN, GEORGIA 30047 is/are: RICKY FOREST AND TERESA A FOREST 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 estate is more commonly known as 202 E Crogan Street, Lawrenceville, GA 30046. The sale will be subject to any unpaid taxes and other assessments which may be liens against the property. Notice has been given of the intention to collect attorney's fees in accordance with the terms of the note and deed to secure debt. Said property will be sold as the property of WALDEN ALVAREZ LINARES and MIRIAM ARELLANO and the proceeds will be applied to the payment of said inceptedness, the expenses and costs of sale, including attorney's fees. Any remaining proceeds will be applied pursuant to said deed and the laws of the State of Georgia. The undersigned will execute a deed to the purchaser at said sale as provided for in the aforementioned deed to secure debt. Said sale will divest all the right, title and interest of the maker thereof of said property and shall vest said title thereof of said property and shall vest said title in the purchaser at said sale.
JAMES W. CARDEN
As Attorney in Fact for
RC GROUP INVESTMENTS LLC MENTS LLC Lender Contact: James W. Carden c/o Timothy B. Smith 485 S. Perry Street Lawrenceville, Georgia 30046 770 042 4477 superior to the Deed to Secure Debt first set out JUM6 JOHN STELL, SMITH & MAT-TISON, P.C. Attorneys for James W. secure Dept first set out above, including, but not limited to, assessments, liens, encumbrances, coning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited

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 1372.1, which allows for certain procedures re-

Carden 485 S. Perry Street Lawrenceville, Georgia 30046 770-962-4437

770-962-4437
THIS LAW FIRM IS
ACTING AS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.
7/5 12 19 26 2023

garding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under saies 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. PENNYMAC LOAN SERVICES, LLC as Attorney in Fact for RICKY FOREST AND TERESA A FOREST SOLUCTOR ATTEMPTING TO COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 00000009837071

BARRETT DAFFIN FRAPPIER TURNER & BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 4004 Belt Line Rood, Suite 100 Ad-dison, Texas 75001 Tele-phone: (972) 341 5398. 7/5 12 19 26 2023

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GDP2939

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NOTICE OF SALE
UNDER POWER IN
DEED
TO SECURE DEBT
GEORGIA, GWINNETT
COUNTY
Because of the default in
the payment of the indebtedness secured by a
Deed to Secure Debt executed by RC GROUP INVESTMENTS LLC to the
ESTATE OF KAY
PEARL
GRANT, dated May 15,
2012, and recorded in
Deed Book 51373, page
647, of the records of the
Clerk of the Superior
Court of Gwinnett County, Georgia; said deed
daving been transferred
to JAMES W. CARDEN
by Assignment of Security Deed dated May 15,
2012, and recorded in to JAMES W. CARDEN by Assignment of Security Deed dated May 15, 2012, and recorded in Deed Book 51493, page 180, Gwinnett County Records; said deed having been modified by Modification of Deed to Secure Debt dated February 20, 2013, and recorded in Deed Book 52203, page 274, Gwinnett County Records; and sid deed having been last modified by Modification Agreement dated February 15, 2019 and recorded in Deed Book 56580, page 130, Gwinnett County Records, JAMES W. CARDEN, pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant of the page 100. and payable and pursuant to the power of suant to the power of sale contained in said deed will on the first Tuesday in August 2023, during the legal hours of sale at the Courthouse door in Gwinnett County, Georgia, sell at public outcry to the highest bid-der for cash the property described in said deed, to-wit:

JOST THE TOTAL TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 174 OF THE STH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, CONTAINING 2.0753 ACRES ACCORDING TO A PLAT OF SURVEY PREPARED FOR KAY P. GRANT BY LANNES KAY P. GRANT BY LANNE KAY P. GRANT BY SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 48 DEGREES 18 MINUTES 28 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 48 DEGREES 18 MINUTES 28 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 48 DEGREES 18 MINUTES 28 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 18 DEGREES 18 MINUTES 28 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 18 DEGREES 18 MINUTES 28 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 18 DEGREES 18 MINUTES 28 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 18 DEGREES 18 MINUTES 28 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 18 DEGREES 18 MINUTES 18 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 18 DEGREES 18 MINUTES 18 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 18 DEGREES 18 MINUTES 18 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 18 DEGREES 18 MINUTES 18 SECONDS WEST A DISTANCE OF 97.91 FEET TO AN ALLE PROCEED NORTH 18 DEGREES 18 MINUTES 18 SECONDS THE

GDP2998

The above-described real estate is more commonly known as 202 E Crogan

motice of Sale
UNDER POWER
Under and by virtue of
the Power of Sale contained in that certain
Deed to Secure Debt, Assignment of Rents and
Security Agreement dated July 9, 2021, given by
Mattiace Buford Develpoment Company 11, LLC
(hereinafter, Grantor) to
CL-E CIB Loan Company, LLC, os recorded on
July 9, 2021 in Deed Book
S8938, Page 00691, Superior Court of Gwinnett
County, Georgia records,
as modified by that certain Modification of Deed
to Secure Debt, Assignment of Rents and Security Agreement by and
between Matfliace Buford
Development Company
and CL-E CIB Loan Company
and CL-E CIB Loan Company
ond CL-E CIB Loan Compony, LLC dated July 13,
2022, and recorded on
July 26, 2022 in Deed
Book 60102, Page 00454,
Superior Court of Gwinnett County, Georgia
records (hereinafter the
Security Deed), with said
Security Deed having
been given to secure that
certain Promissory Note
dated July 9, 2021, made
by Grantor in favor of
CL-E CIB Loan Company, LLC in the original
principal amount of Five
Million Five Hundred
Thousand and 00/100 Dollars (\$5,500,000.00)
with the provided therein, with said
Note being modified by
that certain Amended
and Restated Promissory
Note dated June 1, 2022, and Restured Promissor, Note dated June 1, 2022, which increased the principal amount of the Note to Five Million Seven Hundred Seventy-Six Thousand Two Hundred Eighty-Two and 59/100 Dollars (\$\$,776,282.59) (hereinafter, the Note), as further modified by that certain Second Loan Modification Agreement by and between Grantor and CL-E CIB Loan Company, LLC dated October 28, 2022, and as further modified by that certain Third Loan Modification Agreement by and be-

Foreclosures 9075 Foreclosures GDP2955

tween Grantor and CL-E
CIB Loan Company, LLC
dated February 7, 2023.
There will be sold by the
undersigned at public
outcry to the highest bidder for cash before the
Courthouse door at Gwinnett County, Georgia
within the legal hours of
sale on Tuesday, August
1, 2023, the following described property (hereinafter, the Property):

ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 219 OF THE TH DISTRICT OF GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT FOUND LOCATED AT THE SOUTHERNMOST END OF A MITERED INTERSECTION OF THE NORTHWESTER. LY RIGHT-OF-WAY OF PLUNKETT ROAD (VARIABLE RW), AND THE SOUTHWESTER. LY RIGHT-OF-WAY OF GEORGIA HIGHWAY 20 (A.K.A. BUFORD DRIVE) (VARIABLE RW), THENCE NORTH 22 DEGREES 00 MINUTES 56 SECONDS EAST A DISTANCE OF 9.99 FEET ALONG SAID MITER TO A POINT; THENCE SOUTH 70 DEGREES 49 MINUTES 06 SECONDS WEST A DISTANCE OF 135.70 FEET ALONG THE PROPOSED RIGHT-OF-WAY TO A POINT; THENCE SOUTH 70 DEGREES 49 MINUTES 06 SECONDS WEST A DISTANCE OF 156.93 FEET ALONG THE PROPOSED RIGHT-OF-WAY TO A POINT; THENCE SOUTH 70 DEGREES 49 MINUTES 06 SECONDS WEST A DISTANCE OF 156.93 FEET ALONG RIGHT OF-WAY TO A POINT; THENCE SOUTH 70 DEGREES 49 MINUTES 06 SECONDS WEST A DISTANCE OF 156.93 FEET ALONG RIGHT-OF-WAY TO A POINT; THENCE SOUTH 70 DEGREES 49 MINUTES 06 SECONDS WEST A DISTANCE OF 212.16 FEET ALONG RIGHT-OF-WAY TO A POINT; THENCE ALONG A CURVE TO THE LEFT FOR A MAC LENGTH OF 484.95 FEET, HAVING A REDUS OF 7288.97 FEET, AVING A RAC LENGTH OF AND ARC L

Notice of Sale Under power
State of Georgia, County of Gwinnett
Under and by virtue of the Power of Sale contained in a Security Deed given by Kali Borders to Mortgage Electronic Registration Systems, Inc., as nominee for Wintrust Mortgage, a division of Barrington Bank & Trust Company, N.A. (the Secured Creditor), dated March 28, 2019, and Recorded on March 29, 2019 as Book No. 5495 and Page No. 116, Gwinnett County, Georgia records, conveying the factored on County, Georgia records, conveying the factored on Wintrust Mortgage, a division of Barrington Bank & Trust Company, N.A. by assignment that is or to be recorded in the rate specified therein, as last assigned to Wintrust Mortgage, a division of Barrington Bank & Trust Company, N.A. by assignment that is or to be recorded in the Gwinnett County, Georgia Records, 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 August, 2023, the following described property: All that fract or parcel of land Iving and being In Land Lot 32 of the 6th District, Gwinnett County, Georgia, being Lot 61, Block A, Tuscan Ridge Subdivision, as per plat recorded In Plat Book 119, Pages 136-139, Gwinnett County, Georgia Records, which recorded plat is Incorporated herein by this reference and made a part of this description.

Tax ID: Ro032 335
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 security Deed and by the winter of the secured by said Security Deed and bust of the purpose of paying the same and all expenses of this sale, as provided in the Note and Security Deed and bust of the purpose of paying the same and all expenses of this sale, as provided in the Note and Security Deed and bust of the property. Nationstar Mortgage, a division of the property Secured to the property Secured to the property of the same and all expenses of the Se

FEET, HAVING A RADIUS OF 7288.97 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 45 DEGREES 31 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 33.47 FEET ALONG SAID PROPOSED RIGHT-OF-WAY TO A PK NAIL FOUND, SAID PK NAIL FOUND, THE TRUE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT FOR AN ARC LENGTH OF 41.58 FEET, HAVING A RADIUS OF 7288.97 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 45 DEGREES 13 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 41.58 FEET TO A POINT; THENCE NOPTH 20 DE

WEST, FOR A DISTANCE OF 41.58 FEET TO A POINT; THENCE NORTH 30 DEGREES 37 MINUTES 34 SECONDS WEST A DISTANCE OF 593.38 FEET TO A 1" OPEN TOP PIPE FOUND; THENCE NORTH 59 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 725.32 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 42 DEGREES 05 MINUTES 40 SECONDS EAST A DISTANCE OF 166.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT FOR AN ARC LENGTH SISTED BEING SUBTENDED BY A CHORD

SUBTENDED BY A CHORD
BEARING SOUTH 25
DEGREES 49 MINUTES
56 SECONDS EAST,
FOR A DISTANCE OF
143.10 FEET TO A PK
NAIL FOUND;
THENCE SOUTH 59 DE
GREES 32 MINUTES 57
SECONDS WEST A DISTANCE OF 222.12 FEET
TO A PK NAIL FOUND;

Drive, Lewisville, TX 75067.
75067.
Please note that, pursuant to O.C.G.A. \$44-162.2, 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 3296 TUSCAN RIDGE DRIVE, SNELLVILLE, GA 30039 is/are: Kall Borders 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 poyable), (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 Security Deed first set out above, including, but not limited to, assessments, liens, encumbrances, zoning

to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc.

The sale will be conducted subject to (1) confirmation that the sale is mation 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

tus of the loan with the holder of the security deed. Pursuant to O.C.G.A. §9-13-172.1, which allows for certain procedures regarding the rescission of iudicial 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. Funds used at sale shall be in certified funds and payable to Bell Carrington Price & Gregg, LLC. Wintrust Mortgoge, a division of Barrington Price & Gregg, LLC. Wintrust Mortgoge, a division of Barrington Bank & Trust Company, N.A. as Attorney in Fact for Kall Borders. Any information obtained on this matter may be used by the debt collector to collect the debt. Bell Carrington Price & Gregg, LLC, 339 Heyward Street, 2nd Floor, Columbia, SC 29201 (803)-509-5078. File: 23-54107 715,12,19,26,2023 GDP2998

TANCE OF 22.12 FEET
TO A PK NAIL FOUND;
THENCE NORTH 30 DEGREES 27 MINUTES 03
SECONDS WEST A DISTANCE OF 65.43 FEET
TO A PK NAIL FOUND;
THENCE SOUTH 59 DEGREES 32 MINUTES 57
SECONDS WEST A DISTANCE OF 375.36 FEET
TO A POINT;
THENCE NORTH 30 DEGREES 27 MINUTES 03
SECONDS WEST A DISTANCE OF 5.00 FEET
TO AP NAIL FOUND;
THENCE SOUTH 59 DEGREES 32 MINUTES 57
SECONDS WEST A DISTANCE OF 107.88 FEET
TO AN IRON PIN SET;
THENCE SOUTH 30 DEGREES 32 MINUTES 53
SECONDS WEST A DISTANCE OF 107.88 FEET
TO AN IRON PIN SET;
THENCE SOUTH 30 DEGREES 27 MINUTES 03
SECONDS EAST A DISTANCE OF 107.88 FEET
TO AN IRON PIN SET;
THENCE SOUTH 30 DEGREES 27 MINUTES 50
SECONDS EAST A DISTANCE OF 107.88 FEET
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THENCE SOUTH 30 DEGREES 27 MINUTES 50
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SECONDS WEST A DISTANCE OF 107.88 FEET
TO APK NAIL FOUND SET;
THENCE SOUTH 30 DEGREES 32 MINUTES 57
SECONDS WEST A DISTANCE OF 30 MINUTES 57
SECONDS WEST A DISTANCE OF 30 MINUTES 50
SECONDS WEST A DISTANCE OF 30 M

The debt secured by the above Security Deed has been and is hereby declared due because of, among other possible events of defaults, failure to pay the indebted ness as and when due in the manner provided in the Note and Security Deed. The debt described herein remaining in default, this sale will scribed herein remaining in default, this sale will be made for the purpose of paying said debt and all expenses of this sale, as provided in the Security Deed and by law, including reasonable attorneys fees, as provided for therein.

The above-described Property will be sold subject to outstanding ad valorem taxes (including taxes which are a lien but not yet due and

valorem taxes (including taxes which are a lien but not yet due and payable), matters which might be disclosed by an accurate survey and inspection of the property, assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and any matters of record superior to the above-referenced Security Deed. To the best of the undersigneds knowledge, information, and belief, equitable title to the Property is held by Grantor and the current tenant CR Fitness Buford, LLC has possession of the Property. The entity that has full authority to negotiate, amend, and modify all terms of the Note and Security Deed is: CL-E CIB Loan Company, LLC, c/o Envoy Net Lease Partners, Attn: Eric Spokas, 1363 Shermer Road, Suite 309, Northbrook, Illinois 60062, telephone number: