

## NOTICE OF SALE UNDER POWER

### GEORGIA, BEN HILL COUNTY

Under and by virtue of the Power of Sale contained in a Security Deed given by Bocephus McDonald to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for PlantersFirst, its successors and assigns, dated August 14, 2007, recorded in Deed Book 677, Page 203, Ben Hill County, Georgia Records and as modified by that certain Loan Modification Agreement recorded in Deed Book 1063, Page 36, Ben Hill County, Georgia Records, as last transferred to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment recorded in Deed Book 1043, Page 272, Ben Hill County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of FORTY-ONE THOUSAND SIX HUNDRED AND 0/100 DOLLARS (\$41,600.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Ben Hill County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in July, 2024, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice pursuant to O.C.G.A. § 13-1-11 having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and any matters of record including, but not limited to, those superior to the Security Deed first set out above. Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned.

NewRez LLC d/b/a Shellpoint Mortgage Servicing is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2.

The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Shellpoint Mortgage Servicing, 75 Beattie Place, Suite 300, Greenville, SC 29601, (800) 365-7107.

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

To the best knowledge and belief of the undersigned, the party in possession of the property is Bocephus McDonald or a tenant or tenants and said property is more commonly known as **606 W Suwanee Street, Fitzgerald, GA 31750**. Should a conflict arise between the property address and the legal description the legal description will control.

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

NewRez LLC d/b/a Shellpoint Mortgage Servicing  
as Attorney in Fact for  
Bocephus McDonald

McCalla Raymer Leibert Pierce, LLC  
1544 Old Alabama Road

Roswell, Georgia 30076  
[www.foreclosurehotline.net](http://www.foreclosurehotline.net)

EXHIBIT "A"

All of City Lot Number Six (6) in Square Number Three (3) in Block Number Five (5) in the City of Fitzgerald, formerly Irwin, now Ben Hill County, Georgia, as shown by the plat of said city made by or for the American Tribune Soldiers Colony Company of file in the office of the Clerk of the Superior Court of Irwin County, Georgia.

MR/ 7/2/24

Our file no. 22-07656GA - FT18