

# Towns County Herald

## Legal Notices for October 18, 2023

### IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA IN RE: ESTATE OF RICHARD W. EVERHART, DECEASED ESTATE NO. 2023-P-085 PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: All interested parties and to whom it may concern:

Sheryl A. Kennedy has petitioned to be appointed administrator of the estate of Richard W. Everhart deceased, of said county. The Petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before October 23, 2023.

**BE NOTIFIED FURTHER:** All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

David Rogers

Judge of the Probate Court

By: Kristen C. Roberts

Clerk of the Probate Court

48 River St. Suite C

Hiawassee, GA 30546

Address

706-896-3467

Telephone Number

T(Sep27,Oct4,11,18)

### IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA IN RE: ESTATE OF STEVEN CARL DOXSIE, DECEASED ESTATE NO. 2023-P-084 PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: All interested parties and to whom it may concern:

Katherine Sherod has petitioned to be appointed administrator of the estate of Steven Carl Doxsie deceased, of said county. The Petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before October 23, 2023.

**BE NOTIFIED FURTHER:** All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

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T(Sep27,Oct4,11,18)

### NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

All creditors of the estate of Margaret L. McCamy, late of Towns County, Georgia, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.

This 18th day of September, 2023.

Aurelia Marzullo, Executor  
1459 Brookcliff Drive  
Marietta, Georgia 30062

DONALD B. DELOACH  
Caldwell, Carlson, Elliott & DeLoach, LLP  
Two Ravinia Drive  
Suite 1600  
Atlanta, Georgia 30346  
(404) 843-1956

T(Sep27,Oct4,11,18)

### NOTICE TO CREDITORS AND DEBTORS

All creditors of the Estate of George W. Holcomb, aka George Walter Holcomb deceased of Towns County, Hiawassee, Georgia are hereby notified to render their demands to the undersigned according to law; and all persons indebted to said Estate are required to make immediate payment to Ellen G. Holcomb as Executor of the Estate of George W. Holcomb, aka George Walter Holcomb.

This 28th day of September, 2023.

Ellen G. Holcomb, Executor

Estate of George W. Holcomb, aka George Walter Holcomb

9110 Old Hixson Pike

Lakesite, TN 37379

Submitted by:

Pamela Kendall Floyd, PC

Attorney for Estate

P.O. Box 1114

Hiawassee, GA 30546

T(Oct4,11,18,25)

### NOTICE TO CREDITORS AND DEBTORS

All creditors of the Estate of Marion Newell Smith, Jr. aka Marion N. Smith, deceased of Venice, Sarasota County, Florida, but having owned real property located in Hiawassee, Towns County, Georgia are hereby notified to render their demands to the undersigned according to law; and all persons indebted to said Estate are required to make immediate payment to Nichole Marie Duyn (aka Nikki Duyn) as Executor of the Estate of Marion Newell Smith, Jr. aka Marion N. Smith.

This 2nd day of October, 2023.

Nichole Marie Duyn, Executor

Estate of Marion Newell Smith, Jr. aka Marion N. Smith

265 N. Havaha Rd.

Venice, FL 34292

Submitted by:

Pamela Kendall Floyd, PC

Attorney for Estate

P.O. Box 1114

Hiawassee, GA 30546

T(Oct11,18,25,Nov1)

### IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA

Christina Tilton, Plaintiff

Joseph Tilton, Defendant

Civil Action File No: 2023000083BL

NOTICE OF PUBLICATION

TO: Joseph Tilton

By order for service by publication date September 28, 2023, you are hereby notified that on the 8th day of June, 2023, the Plaintiff Christina Tilton, filed her Complaint for Divorce.

You are required to file with the Clerk of the Superior Court, and serve upon plaintiff's attorney, Rosalind N. Henderson, PO Box 2132, Blairsville, Georgia 30512 an answer in writing within sixty (60) days of the date of the order for publication. If you fail to do so, judgement by default will be taken against you for the relief demanded in the Complaint.

This 8th day of October, 2023

Rosalind N. Henderson, Attorney for Plaintiff

Clerk of Towns County Superior Court, Cecil Dye

T(Oct18,25,Nov1,8)

### NOTICE OF REFERENDUM TO THE QUALIFIED VOTERS OF TOWNS COUNTY SCHOOL DISTRICT, GEORGIA

NOTICE IS HEREBY GIVEN that on the 7th day of November, 2023, a special election will be held at the regular polling places in all the election districts of Towns County at which time there will be submitted to the qualified voters of Towns County for their determination the question of whether a special sales and use tax for educational purposes of one percent shall continue to be levied, imposed and collected on all sales and uses in Towns County for a period of time not to exceed twenty (20) calendar quarters and for the purpose of raising not more than \$15,000,000 of net proceeds by said tax, which shall go to the School District for the purpose of (i) adding to, remodeling, renovating, improving, and equipping existing school buildings, properties, and facilities including, but not limited to, stadium improvements, flooring, paving, HVAC, and bleachers; (ii) acquiring property, both real and personal; acquiring, constructing and equipping new school building and facilities; (iii) acquiring instructional and administrative technology improvements; (iv) acquiring band instruments; (v) acquiring school buses and other vehicles, transportation and maintenance equipment; (vi) acquiring instructional equipment to include textbooks vocational, physical education, and fine arts equipment; (vii) acquiring real property; and (viii) acquiring safety and security technology and improvements, the maximum amount of the projects to be paid with sales and use tax proceeds will be \$15,000,000?

The ballots to be used at such referendum shall have written or printed thereon substantially the following:

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Shall a one percent sales and use tax for educational purposes be imposed in the Towns County School District for a period of time not to exceed twenty (20) consecutive calendar quarters in order to raise not more than \$15,000,000 for the purpose of funding the following capital outlay projects: (i) adding to, remodeling, renovating, improving, and equipping existing school buildings, properties, and facilities including, but not limited to, stadium improvements, flooring, paving, HVAC, and bleachers; (ii) acquiring property, both real and personal; acquiring, constructing and equipping new school building and facilities; (iii) acquiring instructional and administrative technology improvements; (iv) acquiring band instruments; (v) acquiring school buses and other vehicles, transportation and maintenance equipment; (vi) acquiring instructional equipment to include textbooks vocational, physical education, and fine arts equipment; (vii) acquiring real property; and (viii) acquiring safety and security technology and improvements, the maximum amount of the projects to be paid with sales and use tax proceeds will be \$15,000,000?

The several places for holding said referendum shall be at the regular and established voting precincts of the election districts of Towns County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the referendum. All polling places will be open. The last day to register to vote in this referendum shall be October 9, 2023, through 5:00 p.m.

Those residents of Towns County qualified to vote at such referendum shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Towns County Board of Education adopted on June 5th, 2023.

This 5th day of July, 2023.

Diandra Southern

Election Supervisor, Towns County

Board of Elections

T(Sep27,Oct4,11,18,25,Nov1)

### NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from B ANGIE B, INC. to CIVIC FINANCIAL SERVICES, LLC, dated December 16, 2021, recorded January 4, 2022, in Deed Book 691, Page 8, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Three Hundred Ninety-Five Thousand and 00/100 dollars (\$395,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Civic Real Estate Holdings III, LLC, there will be sold at public outcry to the highest bidder for cash at the Towns Recreation Center, 900 N Main Street, Hiawassee, GA 30546, within the legal hours of sale on the first Tuesday in November, 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 4, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, AND CONTAINING 0.274 ACRES, MORE OR LESS AND BEING SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., W. GARY KENDALL R.L.S. #2788, DATED DECEMBER 16, 2003 RECORDED IN PLAT BOOK 29, PAGE 198, TOWNS COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE THERETO.

Said legal description being controlling, however the property is more commonly known as 491 HOGSED RD, HIAWASSEE, GA 30546.

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 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 inspection of the property; any 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 B ANGIE B, INC., 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) to 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: Fay Servicing, LLC, Loss Mitigation Dept., 425 S. Financial Place Suite 2000, Chicago, IL 60605, Telephone Number: 800-495-7166. 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.

CIVIC REAL ESTATE HOLDINGS III, LLC

as Attorney in Fact for

B ANGIE B, INC.

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 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071

Telephone Number: (877) 813-0992 Case No. FAY-23-03558-2

Ad Run Dates 10/11/2023, 10/18/2023,

10/25/2023, 11/01/2023

riselaw.com/property-listing

T(Oct11,18,25,Nov1)

### NOTICE OF SALE UNDER POWER IN SECURITY DEED

STATE OF GEORGIA  
COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt and Security Agreement from B.R.I. Investments, LLC to Cornerstone Bank, dated August 3, 2018 and recorded in Deed Book 617, Page 355, in the offices of the Clerk of the Superior Court of Towns County, Georgia, and as last assigned to JMC Lender LLC and Natan & Babloo Investments LLC by Transfer and Assignment of Security Deed dated August 25, 2023 and recorded in Deed Book 718, Page 466, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in November, 2023, the following described real property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAN LOTS 221 AND 234, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 21.32 ACRES, MORE OR LESS, LYING ON THE WEST SIDE OF HIGHWAY #76 AS SHOWN ON A SURVEY FOR OWEN ROGERS ESTATES, PREPARED BY TEMROK ENGINEERING, INC., R.S. AND RECORDED IN PLAT BOOK 13 PAGE 9 TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY.

LESS & EXCEPT FROM THE ABOVE DESCRIBED PROPERTY IS THE 6.385 ACRES, MORE OR LESS, AS SHOWN ON SURVEY FOR DYER'S TROUT FARMS, INC., DATED 12/30/94, AND RECORDED IN PLAT BOOK 20 PAGE 117 TOWNS COUNTY RECORDS WHICH SURVEY IS INCORPORATED HEREIN BY REFERENCE AND WHICH PROPERTY IS DESIGNATED AS THE 6.58 ACRES, ON THE OWEN ROGERS ESTATE SURVEY REFERRED TO ABOVE.

SAID PARCEL AS DESCRIBED CONTAINS 14.74 ACRES, MORE OR LESS, AS INDICATED ON SURVEY FOR OWEN ROGERS ESTATE WHICH IS REFERRED TO ABOVE AND BEING A PART OF THE PROPERTY CONVEYED TO SCOTTY FAIN ER AL BY WILLIAM DALE ROGERS ET AL AS RECORDED IN DEED BOOK 132 PAGE 333 TOWNS COUNTY RECORDS.

FURTHER LESS AND EXCEPT:

ANY PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED BY WARRANTY DEEDS RECORDED IN DEED BOOK 548, PAGE 286 AND DEED BOOK 532, PAGE 791, TOWNS COUNTY, GEORGIA RECORDS.

PROPERTY BEING MORE COMMONLY KNOWN AS: 15 CABIN DRIVE, HIAWASSEE, GEORGIA 30546

In addition, under and by virtue of the power of sale contained in the Security Deed, the undersigned will also sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, immediately following the sale of the above-described real property, the following described personal property owned by B.R.I. Investments, LLC, or its successors-in-title and secured by the Security Deed, to wit:

All personal property described in and subject to the Security Deed, which is hereby incorporated by this reference.

Less and except any fixtures subject to the security interest on the above-described real property.

The debt secured by the Security Deed is evidenced by a Promissory Note, dated August 3, 2018, from B.R.I. Investments, LLC, a Georgia limited liability company, and The Retreat at Hiawassee River, LLC, a Georgia limited liability company, to Cornerstone Bank in the original principal amount of \$750,000.00 (as same may have been modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of B.R.I. Investments, LLC, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemption rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.

To the best of the undersigned's knowledge and belief, the real property is presently owned by B.R.I. Investments, LLC.

To the best of the undersigned's knowledge and belief, the party in possession of the real property is B.R.I. Investments, LLC, and tenants holding under it.

All personal property will be sold in one lot to the highest and best bidder for cash as the property of B.R.I. Investments, LLC, or its successors-in-title, on an "as is, where is" basis and without representation, warranty or recourse, express or implied, of the undersigned, and subject to all matters of record affecting said personal property, the proceeds to be applied to the payment of said indebtedness, attorneys' fees and the lawful expenses of said sale, all as provided in the Security Deed.

JMC Lender LLC and Natan & Babloo Investments LLC, as successor in interest to Cornerstone Bank, as Attorney-in-Fact for B.R.I. Investments, LLC.

M. Todd Westfall, Esquire

WESTFALL, LLC

4994 Lower Roswell Rd, Ste 6

Marietta, Georgia 30068

(678) 384-7005

T(Oct11,18,25,Nov1)