

Towns County Herald

Legal Notices for December 20, 2017

NOTICE OF INTENT TO INCORPORATE

Notice is given that the Articles of Incorporation which will incorporate VICTORY BAPTIST CHURCH OF TOWNS COUNTY, INC., a domestic nonprofit corporation with a mailing address of 5570 Swanson Road, Young Harris, Towns County, Georgia 30582, will be delivered to the Secretary of State for filing in accordance with the applicable provisions of the Georgia Non-profit Corporation Code. The initial registered office of the corporation will be located at 5570 Swanson Road, Young Harris, Towns County, Georgia 30582, and its initial registered agent at such address is MICHELLE GÜNTER.

PAMELA KENDALL FLOYD, P.C.

Attorney at Law

P.O. Box 1114

Hiawassee, Georgia 30546

T(Dec20,27)8

STATE OF GEORGIA

COUNTY OF TOWNS

NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF THOMAS MICHAEL FAZIO

All debtors and creditors of the estate of Thomas Michael Fazio, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Executor.

This 22nd day of November, 2017.

Steven A. Fazio, Administrator

Address: 453 Stratmill Road

Binghamton, NY 13904

T(Nov29,Dec8,13,20)8

NOTICE TO CREDITORS AND DEBTORS

All creditors and debtors of the estate of JACKALYN GALE GARRETT deceased of Towns County, Hiawassee, 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 to the undersigned.

This 14th day of December 2017

DENNIS MOSS, Executor

1470 Bethabara Road

Hayesville, NC 28904

By- Office of Attorney Pamela Kendall Floyd, PC

T(Dec20,27,Jan3,10)8

NOTICE OF INCORPORATION

AND NAME CHANGE

Notice is given that Articles of Incorporation that will incorporate Towns County PTSO, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Non-profit Corporation Code. The initial registered office of the corporation is located at 333 Big Sky Drive, Hiawassee, GA 30546 and its initial registered agent at such address is Timothy Barrett.

The name was subsequently changed to Towns County Schools PTSO, Inc. and has been delivered to the Secretary of State pursuant to O.C.G.A. 14-3-1002.

T(Dec20,27)P

LEGAL NOTICE

The Towns County Grand Jury will meet January 4, 2018. Among their duties will be to appoint one Towns County Water & Sewer Authority member. Jamie Evans term expires March 31, 2018. The Grand Jury may reappoint her or anyone else that lives in the Young Harris District.

Cecil Dye

Towns County Clerk of Superior Court

T(Dec20,27)8

IN THE JUVENILE COURT OF TOWNS COUNTY

STATE OF GEORGIA

IN THE INTEREST OF:

M.P.

DOB: 11-19-2012

SEX: MALE

case no. 139-17J-23A

M.H.

DOB: 04-28-2011

SEX: FEMALE

case no. 139-17J-24A

CHILDREN UNDER THE AGE OF EIGHTEEN

NOTICE OF DEPENDENCY HEARING

TO: BRADLEY HUFF, TEVON WILEY AND KENDRICK HILLSMAN, LEGAL AND PUTATIVE FATHERS OF THE ABOVE-NAMED CHILDREN

By Order for Service by Publication dated the 6th day of December, 2017, you are hereby notified that on the 2nd day of August, 2017, the Towns County Department of Family and Children Services, Georgia Department of Human Services, filed a Petition for Temporary Custody (Dependency) against you as to the above-named children alleging the children are dependent. You are required to file with the Clerk of Juvenile Court, and to serve upon Special Assistant Attorney General Stephany L. Zaic an answer in writing within sixty (60) days of the date of the Order for Service by Publication.

This Court will conduct a final hearing upon the allegations of the Petition and enter an order of disposition on the 14th day of February, 2018, at 9:00 a.m., at the Towns County Courthouse, Hiawassee, Georgia.

The children and other parties involved may be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and hire your own lawyer. If you want to hire a lawyer, please contact your lawyer immediately. If you want a lawyer but are not able to hire a lawyer without undue financial hardship, you may ask for a lawyer to be appointed to represent you. The Court would inquire into your financial circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed to represent you. If you want a lawyer appointed to represent you, you must let the Court or the officer of this Court handling this case know that you want a lawyer immediately.

WITNESS, the Honorable Jeremy Clough, Judge of said Court, this 6th day of December, 2017.

Honorable Jeremy Clough

Judge, Juvenile Court

Towns County, Georgia

Enotah Judicial Circuit

T(Dec13,20,27,Jan3)8

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA

COUNTY OF TOWNS

Under and by virtue of the power of sale contained in that certain Security Deed executed by Johnny Wade Persall in favor of Community Bank & Trust dated March 25, 2008, and recorded in Deed Book 429, Pages 650-655 in the Towns County, Georgia Deed Records, as assigned by Transfer and Assignment of Deed to Secure Debt from Federal Deposit Insurance Corporation in its capacity as Receiver for Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded in Deed Book 489, Pages 41-48, aforesaid records, the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in January, that being January 2, 2018, the following described property: All that tract or parcel of land lying and being in 17th District, 1st Section, Land Lot 3, Towns County, Georgia, containing 6.00 acres, as shown on a plat of survey by North Georgia Land Surveyors, recorded in Plat Book 13, Page 125, Towns County records which description on said plat is incorporated herein by reference and made a part hereof.

Said property is subject to an easement in favor of Blue Ridge Mountain EMC as recorded in Deed Book 171, Page 505 Towns County records.

Said property is subject to any easements, restrictions and rights of way as shown on said plat or of record.

ALSO CONVEYED is a 1999 Peach State mobile home located on the above-described property, bearing VIN# PSH26A0932A and PSH26A0932B.

The debt secured by said Security Deed is evidenced by a Commercial Promissory Note (the "Note") from Johnny Wade Persall executed on March 25, 2008, in the original principal amount of \$55,341.31, payable, principal and interest from the date thereof shown on said Note on the unpaid balance until paid.

Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpayment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed foreclosable according to its terms.

The debt remaining in default, the property will be sold to the highest bidder for cash as the property of Johnny Wade Persall, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above.

To the best of the undersigned's knowledge and belief, the property is in the possession of Johnny Wade Persall and will be sold as the property of Johnny Wade Persall.

The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.

Johnny Wade Persall

By: South State Bank f/k/a SCBT d/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact

Hulsey, Oliver & Mahar, LLP

P. O. Box 1457

Gainesville, GA 30503

(770) 532-6312

T(Dec6,13,20,27)8

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA

COUNTY OF TOWNS

Under and by virtue of the power of sale contained in that certain Security Deed executed by Johnny Wade Persall in favor of Community Bank & Trust dated March 25, 2008, and recorded in Deed Book 429, Pages 538-543 in the Towns County, Georgia Deed Records, as assigned by Transfer and Assignment of Deed to Secure Debt from Federal Deposit Insurance Corporation in its capacity as Receiver for Community Bank & Trust to SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded in Deed Book 489, Pages 41-48, aforesaid records, the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in January, that being January 2, 2018, the following described property:

All that tract or parcel of land lying and being in Land Lot 3, 17th District, 1st Section, Towns County, Georgia, containing 1.564 acres, as shown on a plat of survey by Tamrok Associates, Inc., John G. Stubblefield, R.S. #2599, dated July 22, 1996, recorded in Plat Book 21, Page 98, Towns County records which description on said plat is incorporated herein by reference and made a part hereof.

Said property is subject to the road right of way as shown on said plat and the ingress/egress easement as shown on said plat.

Said property is subject to an easement in favor of Blue Ridge Mountain EMC as recorded in Deed Book 171, Page 505 Towns County records.

Said property is subject to any easements, restrictions and rights of way as shown on said plat or of record.

ALSO CONVEYED is a 1999 Peach State mobile home located on the above-described property, bearing VIN# PSH26A0932A and PSH26A0932B.

The debt secured by said Security Deed is evidenced by a Commercial Promissory Note (the "Note") from Johnny Wade Persall executed on March 25, 2008, in the original principal amount of \$55,341.31, payable, principal and interest from the date thereof shown on said Note on the unpaid balance until paid.

Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpayment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed foreclosable according to its terms.

The debt remaining in default, the property will be sold to the highest bidder for cash as the property of Johnny Wade Persall, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above.

To the best of the undersigned's knowledge and belief, the property is in the possession of Johnny Wade Persall and will be sold as the property of Johnny Wade Persall.

The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.

Johnny Wade Persall

By: South State Bank f/k/a SCBT d/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact

Hulsey, Oliver & Mahar, LLP

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(770) 532-6312

T(Dec6,13,20,27)8

STATE OF GEORGIA

COUNTY OF TOWNS

NOTICE OF SALE UNDER POWER

By virtue of the Power of Sale contained in that certain Deed to Secure Debt from Alice H. Cunningham ("Grantor") to Renasant Bank ("Grantee") dated March 27, 2014, and recorded in Deed Book 548, Page 343, in the offices of the Clerk of the Superior Court of Towns County, Georgia (the "Security Deed"), conveying the after-described property to secure a Promissory Note in the principal amount of Three Hundred Sixty Four Thousand Five Hundred and No/100 (\$364,500.00) Dollars, with interest thereon as set forth therein (the "Note"), the undersigned, pursuant to said Security Deed has declared the entire amount of said indebtedness due and payable because of default. Further, pursuant to that Power of Sale, the undersigned will, on the first Tuesday in January, 2018 during the legal hours of sale before the courthouse door in Towns County, Georgia, sell at public outcry to the highest bidder, for cash, the following property described in said Security Deed, to wit:

All that tract or parcel of land lying and being in Land Lot 79 and 112 of the 18th District, 1st Section, Towns County, containing 0.67 acres, more or less as shown on a plat of survey filed and recorded in Plat Book 1, Page 86, Towns County, Georgia records, which description on said plat is incorporated herein by reference.

The property is conveyed subject to all matters and conditions as shown on the above referenced plat of survey.

The property is conveyed subject to and together with the terms and conditions in the boundary line and reciprocal quitclaim agreement recorded at Deed Book 141, Pages 470-477, Towns County, Georgia records.

The property is conveyed subject to and together with the terms and conditions in the Fence Agreement recorded in Deed Book 141, Pages 710-718, Towns County, Georgia records.

Together with all and singular the rights, members and appurtenances thereto appertaining (hereinafter the "Property").

The above-referenced Property will be sold subject to the following: all, if any, outstanding ad valorem taxes and/or assessments; all, if any, other prior liens, easements, covenants, restrictions, encumbrances, zoning ordinances or other matters of record to which the Deed is junior in priority; and all, if any, matters affecting said Property which would be disclosed by an accurate survey and inspection of said Property. Said Property will be sold as the property of Alice H. Cunningham and the proceeds will be applied to the payment of the described indebtedness, attorney's fees, and all expenses of this sale. Any remaining or surplus proceeds will be applied pursuant to the Security Deed and pursuant to the laws of the State of Georgia.

The above-referenced Property will be sold on an "as is, where is" basis without recourse against Grantee and without representation or warranty of any kind or nature whatsoever by Grantee with respect thereto.

To the best of the undersigned's knowledge and belief, the Property is presently owned by Alice H. Cunningham who is the party in possession or a tenant or tenants.

Renasant Bank, as Attorney-in-Fact for

Alice H. Cunningham

Mark L. Golder, Esq.

Lynn L. Carroll, Esq.

SIEGEL & GOLDER, P.C.

5605 Glenridge Drive, Suite 690

Atlanta, Georgia 30342

(404) 252-3000

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T(Dec6,13,20,27)8

STATE OF GEORGIA COUNTY OF TOWNS

NOTICE OF SALE UNDER POWER

Pursuant to the power of sale contained in the Security Deed executed by STANLEY E RUGER, JR. AND SUEANN RUGER to UNITED COMMUNITY MORTGAGE SERVICES, INC. in the original principal amount of \$61,520.00 dated October 15, 2004 and recorded in Deed Book 317, Page 172, Towns County records, said Security Deed being last transferred to Nationstar Mortgage LLC d/b/a Mr. Cooper in Deed Book 605, Page 659, Towns County records, the undersigned will sell at public outcry to the highest bidder for cash, before the Courthouse door in said County, or at such other place as lawfully designated, within the legal hours of sale, on January 02, 2018, the property in said Security Deed and described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 117, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.420 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., JON G STUBBLEFIELD, G.R.L.S. NO. 2599, DATED OCTOBER 22, 1997, REVISED APRIL 7, 1998, AND RECORDED IN PLAT BOOK 22, PAGE 118, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

ALSO, A WATER RIGHT TO A SPRING LOCATED ON THE NORTH SIDE OF SAID BYERS CREEK ROAD ON THE PROPERTY OF THE LATE JOHN S. AND ELLA M. MATTHEWS ALONG WITH THE RIGHT TO GO TO AND FROM SAID SPRING AND TO INSTALL AND MAINTAIN WATER LINE TO MAKE ANY IMPROVEMENTS ON THE SAID SPRING THAT MAY BE NECESSARY.

BEING AND INTENDED TO BE THE SAME PROPERTY CONVEYED BY WARRANTY DEED (JOINT TENANCY WITH RIGHT OF SURVIVORSHIP) FROM CHARLES J. LESKO AND NANCY LESKO IN FAVOR OF RONALD A. ANDERSON AND SUSAN ANDERSON AND RECORDED IN TOWNS COUNTY RECORDS IN DEED BOOK 166, PAGE 619. MR. RONALD A. ANDERSON DEPARTED THIS LIFE ON 2-18-03, A RESIDENT OF TOWNS COUNTY, GEORGIA. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON SAID PLAT. SUBJECT TO THE ELECTRIC LINE AS SHOWN ON THE ABOVE PLAT. SUBJECT TO RIPARIAN RIGHTS OF OTHERS, IF ANY. SUBJECT TO ENCROACHMENT OF GRAVEL DRIVE INTO 60' RIGHT-OF-WAY OF BYERS CREEK ROAD AS SHOWN ON SAID PLAT.

Said property being known as: 5890 BYERS CREEK RD, YOUNG HARRIS, GA 30582

To the best of the undersigned's knowledge, the party or parties in possession of said property is/are STANLEY E RUGER, JR. AND SUEANN RUGER or tenant(s).

The debt secured by said Security Deed has been and is hereby declared due and payable because of, among other possible events of default, failure to pay the indebtedness as provided for in the Note and said Security Deed.

The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property will be sold subject to the following: (1) any outstanding ad valorem taxes (including taxes which are a lien, whether or not yet due and payable); (2) the right of redemption of any taxing authority; (3) any matters which might be disclosed by an accurate survey and inspection of the property; and (4) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

Said sale will be conducted subject to the following: (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.

The name, address, and telephone number of the individual or entity who has full authority to negotiate, amend, and modify all terms of the mortgage is as follows:

Nationstar Mortgage LLC d/b/a Mr. Cooper
8950 Cypress Waters Blvd., Coppell, TX, 75019
1-888-480-2432

Note that pursuant to O.C.G.A. § 44-14-162.2, the above individual or entity is not required by law to negotiate, amend, or modify the terms of the mortgage.

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER,

as Attorney-in-Fact for

STANLEY E RUGER, JR. AND SUEANN RUGER

RAS Crane LLC

10700 Abbott's Bridge Road

Suite 170

Duluth, GA 30097

Phone: 470.321.7112

Firm File No. 17-107822 - JaG

T(Dec6,13,20,27)8

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt given by Mary Darlene Hills (the "Grantor") to and in favor of James D. Neal and Marilyn R. Neal (the "Lender") dated September 25, 2012 and recorded on September 26, 2012 in Towns County, Georgia records in Deed Book 520, Pages 585-587, (the "Deed to Secure Debt"); in the original principal amount of \$50,000.00 (the "Note") 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 TOWNS County Courthouse within the legal hours of sale on the first Tuesday in January, 2017, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LL 170, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, CONTAINING 8.87 ACRES, MORE OR LESS AS SHOWN ON A PLAT SURVEY BY LANE S. BISHOP AND ASSOCIATES, DATED JANUARY 19, 2006 AND FILED AND RECORDED IN PLAT BOOK 37, PAGE 178, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT IS INCORPORATED HEREIN BY REFERENCE.

SUBJECT TO ALL MATTERS AND CONDITIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.

ALSO CONVEYED HERewith IS A NON-EXCLUSIVE PERPETUAL INGRESS/EGRESS AND UTILITY EASEMENT, ACROSS PROPERTY N/F OWNED BY DOROTHY GREENE BROWN, LOCATION OF EASEMENT BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 23, PAGE 114, TOWNS COUNTY CLERKS OFFICE, THENCE ACROSS PROPERTY N/F OWNED BY THOMAS WINN, LOCATION OF EASEMENT BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 32, PAGE 30, TOWNS COUNTY CLERKS OFFICE, AND THENCE ACROSS PROPERTY OWNED BY MARY DARLENE HILLS, 30' IN WIDTH, MEASURED 15' FROM THE CENTER LINE OF THE EXISTING ROAD. LOCATION OF ROAD IS PARTIALLY SHOWN ON PLAT RECORDED IN PLAT BOOK 26, PAGE 51, TOWNS COUNTY CLERKS OFFICE AND PARTIALLY SHOWN ON PLAT RECORDED IN PLAT BOOK 23, PAGE 114, TOWNS COUNTY CLERKS OFFICE.

ALSO CONVEYED HERewith IS AN EASEMENT GRANTED IN DEED BOOK 419, PAGES 491-492, TOWNS COUNTY GEORGIA RECORDS.

The above-referenced foreclosure shall be subject to the irs 120 days right of redemption.

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. 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 attorney's fees (notice of intent to collect attorney's fees having been given).

The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: James D. Neal and Marilyn R. Neal P.O. Box 567 Hiawassee, GA. 30546. Please understand that the secured creditor is not required to negotiate, amend, or modify the terms of the mortgage instrument.

To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 8.87 acres in the 17th District, 1st Section, Land Lot 170 of Towns County Georgia is/are: Mary Darlene Hills 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) to 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.. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. WOODSIDE & BOEMANN, P.C. 44B Blue Ridge St., Blairsville, GA 30512 Telephone (706) 745-2142

T(Dec6,13,20,27)8